



Missouri Consolidated Health Care Plan  
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Phone: 800-701-8881  
www.mchcp.org

Judith Muck, *Executive Director*

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**April 10, 2019**

**TO: Invited Vendors**

**FROM: Judith Muck, Executive Director**

**RE: Member Reward Incentive Program Request for Proposal**

Missouri Consolidated Health Care Plan (MCHCP) will be working with DirectPath, an online request for proposal (RFP) system, in the marketing of the 2020 MCHCP Member Reward Incentive Program RFP for a January 1, 2020 effective date. You are invited to submit a proposal for these services. We believe that you will find this RFP a great potential opportunity for your organization.

MCHCP provides the health benefit program for most State of Missouri employees, retirees, and their dependents covering over 94,000 members (lives). An additional 1,000 non-state members are covered through their public entity employer.

Bids are requested for a Member Reward Incentive Program.

### **Contract Term**

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:

- **Licensing** – The bidder must hold a certificate of authority to do business in the State of Missouri and be in good standing with the office of the Missouri Secretary of State). 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.
- **Size and Experience** – The bidder must currently provide service to at least two (2) clients with 50,000 covered lives. The bidder must be willing to disclose the name of the large clients if requested. Experience with public sector health plans is preferred. The bidder must have been in operation and performing the services requested in this RFP for a minimum of three (3) years.
- **Contract** – Bidders shall not link nor attempt to link (unless permitted by this RFP), the award of this contract to any other bids, products or contracts. Any bid proposal containing any contingency based upon actual or potential awards of contracts, whether or not related specifically to this RFP, or containing pricing contingencies, shall result in such bid proposal being rejected for non-responsiveness and non-compliance with this RFP.

- Fees – Bidders shall not be permitted to alter their fees after submission except with agreement by MCHCP.
- Timely Submission – All deadlines outlined are necessary to meet the timeline for this contract award. Submissions after respective deadlines have passed may be rejected. All bidder documents and complete proposals must be received by the proposal deadline of May 21, 2019, 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.
- Data exchange – Bidder must be capable of establishing a relationship with MCHCP's third party administrator(s) and designated data vendor (currently IBM Watson Health) to communicate necessary data.

### **Intent to Bid**

Once the RFP is released, bidders who are interested in submitting a proposal should complete the Intent to Bid (available as a response document within the DirectPath system). The Intent to Bid is due at 4 p.m. CT, Friday, May 3, 2019.

### **Use of DirectPath**

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

#### **General Instructions**

Your proposal will be submitted over the Internet, through an anonymous online bidding process. DirectPath 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, DirectPath 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 DirectPath by way of a provider contact spreadsheet, e-mailed directly to you by DirectPath. There is no cost to use the DirectPath system.

#### **System Training**

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

DirectPath support is also available Monday through Friday from 8 a.m. to 6 p.m. ET to help with any technical or navigation issues that may arise. The toll-free number for DirectPath is 800-979-9351. Support can also be reached by e-mail at [support@directpathhealth.com](mailto:support@directpathhealth.com).

## Key Event Information

Online RFP Released	Monday, April 29, 2019 8 a.m. CT (9 a.m. ET)
Intent to Bid Document Due	Friday, May 3, 2019 4 p.m. CT (5 p.m. ET)
Question Submission Deadline	Friday, May 3, 2019 4 p.m. CT (5 p.m. ET)
MCHCP Responses to Submitted Questions	Friday, May 10, 2019 4 p.m. CT (5 p.m. ET)
All Questionnaires and Pricing Due	Tuesday, May 21, 2019 4 p.m. CT (5 p.m. ET)
Finalist Presentations/Site Visits	Early July, 2019
Final Vendor Selection/Contract Award	Late July, 2019
Program Effective Date	January 1, 2020

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 e-mail at [tammy.flaugner@mchcp.org](mailto:tammy.flaugner@mchcp.org).

We look forward to working with you throughout this process.

# Member Reward Incentive Program Pricing

## Member Reward Incentive Program Scope of Work

	Notes
Member Reward Incentive Program	The contractor will provide services as described in Exhibit B - Scope of Work.

## Instructions

	Comments
Administration Fee	Bidders must submit pricing for administering the member reward incentive program on a per employee per month (PEPM) basis.
Supplemental Pricing	Bidders may use the Supplemental Pricing worksheet for any optional service that is not included in the proposed PEPM fee. MCHCP reserves the right to consider these fees in the projected cost of the contract if services listed here should have been included in the PEPM.

## Administration Fee

PEPM Fee	2020	2021	2022	2023	2024
Member Reward Incentive Program					

## Supplemental Pricing

	Describe Service	Fees	Basis for Payment
Service 1			
Service 2			
Service 3			
Service 4			
Service 5			
Service 6			
Service 7			
Service 8			
Service 9			
Service 10			

## **Introduction**

Missouri Consolidated Health Care Plan (MCHCP) is the employee health benefit program for most State of Missouri employees, retirees, and their dependents covering more than 94,000 members (lives). An additional 1,000 non-state local government members are covered through their public entity employer.

This document constitutes a request for sealed proposals from qualified organizations to provide a Member Reward Incentive Program.

Contracts awarded from this RFP will be effective January 1, 2020.

## **Minimum Bidder Requirements**

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

- **Licensing** – The bidder must hold a certificate of authority to do business in the State of Missouri and be in good standing with the office of the Missouri Secretary of State. 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.
- **Size and Experience** – The bidder must currently provide service to at least two (2) clients with 50,000 covered lives. The bidder must be willing to disclose the name of the large clients if requested. Experience with public sector health plans is preferred. The bidder must have been in operation and performing the services requested in this RFP for a minimum of three (3) years.
- **Contract** – Bidders shall not link nor attempt to link (unless permitted by this RFP), the award of this contract to any other bids, products or contracts. Any bid proposal containing any contingency based upon actual or potential awards of contracts, whether or not related specifically to this RFP, or containing pricing contingencies, shall result in such bid proposal being rejected for non-responsiveness and non-compliance with this RFP.
- **Fees** – Bidders shall not be permitted to alter their fees after submission except with agreement by MCHCP.
- **Timely Submission** – All deadlines outlined are necessary to meet the timeline for this contract award. Submissions after respective deadlines have passed may be rejected. All bidder documents and complete proposals must be received by the proposal deadline of May 21, 2019, 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.
- **Data exchange** – Bidder must be capable of establishing a relationship with MCHCP's third party administrator(s) and designated data vendor (currently IBM Watson Health) to communicate necessary data.

### **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. The law also authorizes non-state public entities to participate in the plan. Rules and regulations governing the plan can be found by following this link <http://www.sos.mo.gov/adrules/csr/current/22csr/22csr.asp>.
- Current MCHCP total state membership is over 94,000 covered persons; however, there are some MCHCP members enrolled in a fully-insured group Medicare Advantage Plan administered by UnitedHealthcare. These 15,800 members will not be part of this contract award.
- Current total public entity membership is 1,057 covered persons.
- MCHCP currently contracts with UMR and Aetna for third party administrative services. However, these contracts expire Dec. 31, 2019, and MCHCP is currently bidding these services for 2020 in the MCHCP Health Plan RFP. A Member Reward Incentive Program option is included as part of that RFP, and MCHCP reserves the right to award the Member Reward Incentive Program to the successful bidder(s) of the Health Plan RFP.

### **Assumptions and Considerations**

Please submit your proposal using the DirectPath online submission tool no later than Tuesday, May 21, 2019, 4 p.m. CT (5 p.m. ET).

The MCHCP Board of Trustees has final responsibility for all MCHCP contracts. Responses to the RFP and all proposals will remain confidential until awarded and contracts are executed by the MCHCP Board of Trustees or their respective designees or until all proposals are rejected.

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

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

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

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

Proposals must be valid until October 1, 2019. If a contract is awarded, prices shall remain firm for the specified contract period.

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

**Contract Term**

The initial agreement is for the period of January 1, 2020 through December 31, 2020, with up to four additional one year contracts renewable at the sole option of the MCHCP Board of Trustees.

**Clarification of Requirements**

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

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

**Schedule of Events**

The following timeline for the procurement is provided:

<b>Activity</b>	<b>Timing</b>
Online RFP Released	Monday, April 29, 2019 8 a.m. CT (9 a.m. ET)
Intent to Bid Document Due	Friday, May 3, 2019 4 p.m. CT (5 p.m. ET)

Activity	Timing
Bidder Question Submission Deadline	Friday, May 3, 2019 4 p.m. CT (5 p.m. ET)
MCHCP Responses to Submitted Questions	Friday, May 10, 2019 4 p.m. CT (5 p.m. ET)
Proposals Due	Tuesday, May 21, 2019 4 p.m. CT (5 p.m. ET)
Finalist Presentations/Site Visits	Early July, 2019
Final Vendor Selection	Late July, 2019
Program Effective Date	January 1, 2020

### **Questions**

During this bidding opportunity, MCHCP will be using the online messaging module of the DirectPath 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 DirectPath application by **Friday, May 3, 2019, 4 p.m. CT**. Questions received after May 3, 2019 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 DirectPath application, and click on *User Guides*.

Questions deemed universally applicable will be answered in writing and shared with all vendors who have indicated they are quoting. The team will respond to your questions as they are submitted via the messaging module, with a summary of all questions and answers provided by **Friday, May 10, 2019**.

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

### **Proposal Deadline**

ALL questionnaires and pricing proposals must be submitted no later than 4:00 p.m. Central Time (5:00 p.m. Eastern Time), **Tuesday, May 21, 2019**.

**Disclaimers**

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

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

**Confidentiality and Proprietary Materials**

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

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

**Evaluation Process**

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

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

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

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(s) received in accordance with the following evaluation criteria:

### **Evaluation Criteria**

#### **Financial:**

Administration fee	500 points
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#### **Non-financial:**

Section 2: Vendor Profile	50 points
Section 3: Account Management and Implementation	50 points
Section 4: Member Incentives	125 points
Section 5: Member Services and Program Administration	75 points
Section 6: Technology and Security	75 points
Section 7: Reporting	25 points
Section 8: Performance Guarantees	75 points
Section 9: Financial	<u>25 points</u>
Sub-total – Non-financial points	500 points

#### **Bonus Points:**

Section 10: MBE/WBE Participation Commitment	10 points
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#### **Finalist Bonus Points:**

References	40 points
Finalist Interview	60 points

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

The bidder's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process. A maximum of MBE/WBE participation points of 10 points will be awarded based on the participation amount proposed by the bidder. Awarded MBE/WBE participation points will be added to the non-financial points earned by the bidder

and will be included to determine if a bidder meets the 85 percent threshold to obtain finalist status.

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

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

- a) These targets can be met by a qualified MBE/WBE vendor themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
- b) The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- c) In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" by the proposal opening date (date the proposal is due). See below for a definition of a qualified MBE/WBE.
- d) If the bidder is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the bidder must provide the following information with the proposal.
  - a. Participation Commitment - If the bidder is proposing MBE/WBE participation, the vendor must complete Section 10 of the Reward Incentive RFP Questionnaire (MBE-WBE Participation Commitment), by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the vendor submitting the proposal is a qualified MBE and/or WBE, the vendor must include the vendor in the appropriate table on the Participation Commitment Form.
  - b. Documentation of Intent to Participate – The bidder must either provide a properly completed Exhibit A-5, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri

OEO). If the bidder submitting the proposal is a qualified MBE and/or WBE, the bidder is not required to complete Exhibit A-5, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

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

**Definition -- Qualified MBE/WBE:**

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

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

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

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

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

**Finalist Interview**

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

**Negotiation and Contract Award**

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

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

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

### **Pricing**

The bidder must provide a firm, fixed per subscriber per month cost for providing services as described in this RFP.

Proposals shall include a fixed price for CY2020 with guaranteed not-to-exceed maximum prices for CY2021 through CY2024.

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

In determining pricing points for administrative fees, MCHCP will consider the potential five-year cost of the contract including the full not-to-exceed price for Years 2-5 of the contract. The contractor shall understand that annual renewal rates for subsequent years of the contract will be negotiated, but must be within the not-to-exceed prices submitted within this bid.

### **Renewal of Contract**

The initial agreement is for the period of January 1, 2020 through December 31, 2020, with up to four (4) additional one year renewals available at the sole option of the MCHCP Board of Trustees.

Proposed pricing arrangements for Years 2-5, not-to-exceed the allowed maximum shall be submitted to MCHCP prior to May 15 of the next plan year.

## Using DirectPath

The 2020 MCHCP Member Reward Incentive Program RFP contains two broad categories of items that you will need to work on via the DirectPath application:

- 1) Items Requiring a Response:
  - a) Pricing Form (e.g., Reward Incentive Pricing) is an online input form to collect your pricing proposal as requested by MCHCP.
  - b) Questionnaires (e.g., Reward Incentive RFP Questionnaire) are also online forms to collect your responses to our questions about your capabilities.
  - c) Response Documents (e.g., Exhibit A-1 Intent to Bid) are attachment files (e.g., MS Word or Excel) that are posted to the DirectPath website. They should be downloaded, completed by your organization, and then posted/uploaded back to the DirectPath application. When you upload your response, from the dropdown 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 DirectPath application under the 2020 MCHCP Member Reward Incentive Program RFP on the Event Details page of the application.

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

- Phone: 800-979-9351
- E-mail: [support@directpathhealth.com](mailto:support@directpathhealth.com)

## Responding to Questionnaires

We have posted two forms for your response.

- Reward Incentive RFP Questionnaire
- Mandatory Contract Provisions Questionnaire

The questionnaires need to be completed and submitted to DirectPath by **Tuesday, May 21, 2019, 4 p.m. CT (5 p.m. ET)**.

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

### **Completing Response Documents**

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

- Exhibit A-1 – Intent to Bid (due 4 p.m. CT, May 3, 2019)
- Exhibit A-2 – Proposed Bidder Modifications (due 4 p.m. CT, May 21, 2019)
- Exhibit A-3 – Confirmation Document (due 4 p.m. CT, May 21, 2019)
- Exhibit A-4 – Contractor Certification (due 4 p.m. CT, May 21, 2019)
- Exhibit A-5 – MBE-WBE Intent to Participate Document (due 4 p.m. CT, May 21, 2019)

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

- Exhibit A-6 – Sample Contract (due 4 p.m. CT, May 21, 2019)
- Exhibit A-7 – Business Associate Agreement (due 4 p.m. CT, May 21, 2019)

### **Completing Pricing Worksheet**

The financial worksheet (Reward Incentive Pricing) may be accessed in *Items Requiring a Response*. The *Pricing* or *Bid* contains worksheets to collect fee quotations based on the stated program design. For step-by-step instructions, please refer to the *How to Submit a Bid* User Guide located in the *Downloads* section of the DirectPath application homepage. Please be certain to complete all worksheets.

**The final bid deadline is Tuesday, May 21, 2019, 4 p.m. CT (5 p.m. ET).** Further detail on how to submit your bid is outlined in the Submitting Bids section of these Instructions.

### **Notes Regarding Pricing**

Fee quotes should assume:

- Plan effective date: January 1, 2020
- Submitted prices for 2020 shall be firm, while prices for 2021, 2022, 2023, and 2024 shall be submitted as “not-to-exceed” amounts. Proposed prices are subject to negotiation prior to the award of a contract by MCHCP. Fees must be quoted on a mature basis. No fees will be paid for processing run-out claims.
- Annual renewals are solely at the option of MCHCP. Renewal prices are due by May 15 of each year and are subject to negotiation.

### **Submitting Bids**

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

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

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

- Enter your rates well in advance of the required bid date. Please do NOT wait until the last minute to work on the pricing model worksheets because your bids must comply with the automated rules and data validation checks that have been implemented by MCHCP.
- Partial data entries can be saved; however, the validation rules (error checking) will not be run against your data until you complete the worksheet and either *Calculate* or *Submit* your data.
- To check that your data have been accurately entered for all worksheets, you should press the *Calculate* button at the top of the page. If your input complies with the validation rules, all of the rates will be calculated and totaled. Otherwise, the calculation and validation rules will not properly execute even if you press the *Calculate* button.
- You will be able to view your final rate submission prior to submitting to DirectPath.
- If your data are accurate and complete, click on the *Submit Bid* icon to submit your bid to DirectPath.
- Data that are submitted incorrectly will receive error messages when calculated or submitted.
- All data fields that are marked as a number or currency must be filled with a numerical value or 0. Blanks and text such as “n/a” are not permitted. If you attempt to *Submit* or *Calculate* your data with incomplete fields, you will receive an error message.
- Be sure to save your data often. Periodic saves will prevent you from losing data in the event the application times-out (for security purposes the system will automatically log you out after a specified time if there is no activity).

### **RFP Checklist**

Prior to the May 21, 2019, close date, be sure you have completed and/or reviewed each of the following listed documents.

<b>Type</b>	<b>Document Name</b>
Questionnaire	Reward Incentive RFP Questionnaire
Questionnaire	Mandatory Contract Provisions Questionnaire
Pricing/Bid	Reward Incentive Pricing
Response	Exhibit A-1 Intent to Bid.docx <b>DUE: May 3, 2019</b>
Response	Exhibit A-2 Proposed Bidder Modifications.docx
Response	Exhibit A-3 Confirmation Document.docx
Response	Exhibit A-4 Contractor Certification.docx
Response	Exhibit A-5 MBE-WBE Intent to Participate Document.docx
Response	Exhibit A-6 Sample Contract.docx
Response	Exhibit A-7 Business Associate Agreement.docx
Reference	Introduction and Instructions – 2020 Member Reward Incentive RFP.pdf
Reference	Exhibit B – Scope of Work.docx
Reference	Exhibit C – General Provisions.docx
Reference	Attachment 1 – Account Reconciliation File Layout

### **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 DirectPath application by **Friday, May 3, 2019, 4 p.m. CT (5 p.m. ET)**.

For technical questions related to the use of DirectPath, please contact DirectPath customer support team at [support@directpathhealth.com](mailto:support@directpathhealth.com), or by calling the Customer Support Line at 800-979-9351.

**EXHIBIT B**  
**SCOPE OF WORK**

- B1 REWARD INCENTIVE SERVICES:** The contractor understands that in carrying out its mandate under the law, MCHCP is bound by various statutory, regulatory and fiduciary duties and responsibilities and contractor expressly agrees that it shall accept and abide by such duties and responsibilities when acting on behalf of MCHCP pursuant to this engagement. The contractor shall provide reward incentive services in accordance with the provisions and requirements of this contract on behalf of MCHCP. The contractor must administer services as determined by MCHCP and as promulgated by rule in Title 22 of the Missouri Code of State Regulations. The contractor is obligated to follow the performance standards as agreed to in Section 8 of the Reward Incentive RFP Questionnaire. The reward incentive services that are included in the contract include, but are not limited to, account management, member services, coordination with MCHCP business associates reporting; incentive payments; website functionality and IRS reporting.
- B2 COORDINATION WITH MCHCP BUSINESS ASSOCIATES:** The contractor must coordinate, cooperate, and electronically exchange information with MCHCP's business associates as necessary and as identified by MCHCP. Frequency of electronically exchanged information can be as frequent as daily.
- B3 ACCOUNT MANAGEMENT:** 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 designated account executive, a customer service 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 benefit administration staff. The account management team must:
- B3.1 Be able to devote the time needed to the account, including being available for telephone and on-site consultation with MCHCP.
  - B3.2 Be extremely responsive.
  - B3.3 Be comprised of individuals with specialized knowledge of contractor's functions, systems, system reporting capabilities, incentive adjudication policies and procedures, administrative services, and relations with third parties.
  - B3.4 Act on behalf of MCHCP in navigating through the contractor's organization. The account management team must be able to effectively advance the interest of MCHCP through the contractor's corporate structure.
  - B3.5 The contractor agrees to provide MCHCP with at least thirty (30) days advance notice of any material change to its account management and servicing methodology and at least ten (10) days advanced notice of a personnel change in the contractor's account management and servicing team.

- B3.6 The contractor agrees to allow MCHCP to complete an annual formal performance evaluation of the assigned account management team.
- B3.7 The contractor agrees to meet with MCHCP staff and Board of Trustees as requested to discuss the status of the MCHCP account in terms of utilization patterns and costs, as well as propose new ideas that may benefit MCHCP and its members.

**B4 MEMBER SERVICE:** The contractor must provide a high quality and experienced member service department. The contractor's member service representatives (MSRs) must be fully trained in the MCHCP benefits, plan designs and other options.

- B4.1 The contractor shall maintain a toll-free telephone line to provide prompt access for members to qualified MSRs. At a minimum, member service must be available between the hours of 8:00 a.m. and 5:00 p.m. central time (CT), Monday through Friday except for designated holidays. Upon award of the contract and annually thereafter, the contractor shall specify the hours and days the member service department is available.
- B4.2 Member calls to contractor must be recorded and retained for a minimum of one year. If prior to the recording being purged, the contractor is notified of litigation by MCHCP, call recordings must be provided to MCHCP upon request.
- B4.3 The contractor shall refer any and all questions received from members regarding eligibility to MCHCP.
- B4.4 The contractor shall agree that MCHCP reserves the right to review and approve all written communications and marketing materials developed and used by the contractor to communicate specifically with MCHCP members at any time during the contract period. 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.).

**B5 IMPLEMENTATION:** Upon award, a final implementation schedule must be agreed to by MCHCP and the contractor within 30 days and annually thereafter, prior to January 1 of each plan year. The contractor shall implement any eligibility, plan design and benefit changes as directed by MCHCP. A final implementation schedule must be agreed to by MCHCP and the contractor within 30 days of the notification of change. Failure on MCHCP's part to complete, by the agreed upon dates, the MCHCP key dependent tasks associated with the implementation may necessitate changes to the implementation schedule.

- B5.1 At a minimum, the schedule must include the following activities as necessary:
  - B5.1.1 Testing of eligibility file and other files to and from MCHCP and/or its business associates;
  - B5.1.2 Acceptable date for final eligibility file and other files to and from MCHCP and/or its business associates;
  - B5.1.3 Finalization of reward incentive designs, and other key elements; and
  - B5.1.4 Testing of reward incentive payment file to data warehouse vendor.

B5.2 At least forty-five (45) days prior to January 1, 2020 effective date, MCHCP will conduct a readiness review/pre-implementation audit of the contractor(s), including an on-site review of the contractor's facilities if MCHCP deems it necessary. The contractor shall participate in all readiness review/pre-implementation audit activities conducted by MCHCP staff or its designee to ensure the contractor's operational readiness.

**B6 REPORTING REQUIREMENTS:** The contractor agrees that all data required by MCHCP shall be confidential and will not be public information. The contractor further agrees not to disclose this or similar information to any competing company, either directly or indirectly. The contractor shall comply with the following:

B6.1 MCHCP reserves the right to retain a third party contractor to receive incentive claims-level data from the contractor and store the data on MCHCP's behalf. This includes a full reward incentive payment file including, but not limited to all financial, demographic and utilization fields. 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:

B6.1.1 Provide reward incentive payments, person-level utilization data to MCHCP and/or MCHCP's data vendor in a format specified by MCHCP with the understanding that the data shall be owned by MCHCP;

B6.1.2 Provide data in an electronic form and within a time frame specified by MCHCP;

B6.1.3 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; and

B6.1.4 This obligation continues for an agreed to period following contract termination at no additional cost to MCHCP.

B6.2 The contractor shall provide quarterly reports detailing customer service telephone answer time and abandonment. The reports shall be submitted to MCHCP quarterly and are due within 30 days of the end of the quarter reported. The cost for providing this report must be included in the PEPM fees for administration services and cannot be listed in Supplemental Pricing.

B6.3 The contractor shall provide the contractor's standard reporting package on a timely basis.

B6.4 At the request of MCHCP, the contractor shall submit additional ad hoc reports on information and data readily available to the contractor. Fair and equitable compensation will be negotiated with the contractor.

B6.5 MCHCP will determine the acceptability of all reward incentive claim files and reports submitted based upon timeliness, format and content. If reports are not deemed to be acceptable or have not been submitted as requested, the contractor will receive written

notice to this effect and the applicable liquidated damages, as defined in Section 8 of the Reward Incentive RFP Questionnaire, will be assessed.

**B7 ELIGIBILITY:** The contractor shall agree that eligible MCHCP members are those employees, retirees and their dependents who are eligible as defined by applicable state and federal laws, rules and regulations, including revision(s) to such. MCHCP is the sole source in determining member eligibility. Those members enrolled in MCHCP's Group Medicare Advantage Plan are not eligible for the member reward incentive program. The contractor shall not regard a member as terminated until the contractor receives an official termination notice from MCHCP.

**B7.1** The contractor shall be able to accept all MCHCP eligibility information on a weekly basis utilizing the ASC X12N 834 (005010X095A1) transaction set. MCHCP will supply this information in an electronic format and the contractor must process such information within 24 hours of receipt. The contractor must provide a dedicated technical contact that will provide support to MCHCP Information Technology Department for EDI issues.

**B7.1.1** It is MCHCP's intent to send a transactional based (change only) eligibility file weekly and a periodic full eligibility reconciliation file.

**B7.1.2** Contractor will further develop an out of sequence (ad hoc) methodology for updating records outside of the normal schedule.

**B7.1.3** MCHCP will provide a recommended data mapping for the 834 transaction set.

**B7.1.4** After processing each file, the contractor will provide a report that lists any errors and exceptions that occurred during processing. The file will be in a format that is agreeable by both parties so that MCHCP can compare the errors and exceptions with data in its system. The report will also provide record counts, error counts and list the records that had an error, along with an error message to indicate why it failed. A list of the conditions the contractor audits will be provided to ensure the data MCHCP is sending will pass the contractor's audit tests.

**B7.1.5** The contractor shall provide access to view data on its system to ensure the file MCHCP sends is correctly updating the contractor's system.

**B7.1.6** The contractor will supply a data dictionary of the fields MCHCP is updating on their system and the allowed values for each field.

**B7.1.7** The contractor shall provide MCHCP with a monthly file ("eligibility audit file") in a mutually agreed upon format of contractor's eligibility records for all MCHCP members. Such file shall be utilized by MCHCP to audit contractor's records. Such eligibility audit file shall be provided to MCHCP no later than the second Thursday of each month.

**B7.1.8** The contractor must work with MCHCP to develop a schedule for testing of the eligibility test record set on electronic media. MCHCP requires that the contractor accept and run an initial test record set no later than September 27, 2019. Results of the test must be provided to MCHCP by October 11,

2019. Implementation of the Single-Sign-On portal is to be completed no later than December 15<sup>th</sup>, 2019.

B7.1.9 The contractor and all its 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.

B8 **WEBSITE:** The contractor must have a secure, active website that is updated regularly. The website shall conform to the latest accessibility guidelines developed by the Web Accessibility Initiative of World Wide Web Consortium (W3C). The contractor must be able to support single sign-on from MCHCP's Member Portal to the contractor's Member Portal utilizing Security Assertion Markup Language (SAML) and support modern browsers/browser versions that support HTML5 and advanced security.

B8.1 The website shall give clear instructions on how a member may enroll into the program and qualify for a reward incentive.

B8.2 The website shall provide members with a mechanism to search for and compare shoppable health care services that are eligible for an reward incentive, that are specific to a geographic region, provider, quality rating, etc.

B8.3 The website shall actively steer members to low-cost, high-quality providers.

B9 **REWARD INCENTIVES:** The contractor shall provide MCHCP a list of shoppable health care services that are recommended to be included in the reward incentive program. The list must be provided to MCHCP no later than thirty (30) days after contract award and by May 1 of each subsequent contract year. The listing shall include the justification for each service that addresses the potential savings and range of rates between providers.

B9.1 For each recommended shoppable service, the contractor shall provide a description of the reference-based price (e.g. average cost) that the contractor recommends utilizing and why. The referenced based price shall be based on the contracted network discount arrangements utilized by MCHCP's administrative service organization (ASO) contractor(s) and pharmacy benefit manager for payment of rewards.

B9.2 The contractor shall consult with MCHCP to determine the list of services that will be eligible for a reward incentive for the upcoming year and the amount of reward a member may potentially receive for choosing a low-cost provider.

B9.3 The list of shoppable services shall be regionalized for optimal decision making. The regions shall be determined in consultation with MCHCP. MCHCP reserves the right to limit reward incentives to those services received from Missouri providers.

B9.4 Shoppable service recommendations to members shall take into account provider quality ratings. The source of the quality rating shall be annually disclosed to MCHCP along with the methodology of the rating and the scheduled updates of ratings.

- B10 REWARD INCENTIVE PAYMENT PROCESSING:** The contractor shall process all reward incentives with incurred dates of service beginning with the contract effective date through December 31, 2020 and each subsequent year of this agreement in accordance with MCHCP regulations. The contractor shall provide a dedicated, experienced payment processing team that will be permanently assigned to the MCHCP account.
- B10.1 The contractor shall timely process reward incentive payments after confirming the member received an eligible service from a low-cost provider.
  - B10.2 The contractor shall manage the tax implications of monetary reward incentives to members including issuing necessary tax documents in accordance with Internal Revenue Service (IRS) regulations and guidance.
  - B10.3 The contractor shall have an automated process for tracking and resolving incomplete or pended reward incentive payments. The contractor shall proactively attempt to resolve issues with payments requiring additional information for proper adjudication, including member eligibility or other information needed for adjudication.
  - B10.4 The contractor shall have the capability to process both electronic and paper reward incentive payments and provide a controlled process to provide electronic and manual payments. Clear processes must be in place to handle payment reconciliation and correction accounting.
  - B10.5 The contractor shall reimburse MCHCP for any improper payments made to members.
  - B10.6 The contractor shall agree that if a payment platform change occurs throughout the course of the contract, MCHCP reserves the right to delay implementation of the new system for MCHCP members until a commitment can be made by the contractor that transition will be without significant issues. This may include requiring the contractor to put substantial fees at risk and/or agree to an implementation audit related to these services to ensure a smooth transition.
  - B10.7 After the contract terminates, the contractor is required to continue processing run-out payments for an agreed to period at no additional cost to MCHCP. Following the run-out period, the contractor must turn over to MCHCP any pending items such as outstanding claim issues, uncashed checks and other pending items.
- B11 REWARD INCENTIVE PAYMENTS:** The contractor and MCHCP shall mutually agree to the method of payment of reward incentives to be either paid by the contractor and reimbursed by MCHCP or shall be paid by the contractor from the MCHCP banking account(s) established by MCHCP for that purpose. The method of payment shall be established in the final contract.
- B11.1 Should the reward incentives be paid by the contractor, the contractor shall not bill more frequently than once every two weeks from a centralized billing system. The invoice shall clearly designate and describe all components of the billing. MCHCP will initiate payment to the contractor within two business days of receipt of the invoice. Payment will be made via Automated Clearing House (ACH) to the financial institution designated by the contractor.

B11.2 Should the payment be directly from MCHCP banking accounts(s), such account(s) shall be solely owned by MCHCP and shall be located at the bank that conducts all of MCHCP's banking activities (currently, Central Bank). The contractor shall make member reimbursements from this account on at least a weekly basis. The contractor shall offer the ability to pay reward incentives via electronic payment (ACH). MCHCP has familiarity and customization available utilizing file submission with control totals or the use of a 1031 drawdown process. Processes must ensure that MCHCP funds do not "nest" outside MCHCP accounts to the detriment of investment return.

B11.2.1 The contractor shall provide MCHCP with a numerically-sequenced monthly check ledger/register reflecting payments made from the first through the last day of the month. The check register/ledger shall include the following required information – check number or ACH designation if paid electronically, date of issuance, payee and amount. The contractor must also report voided items.

B11.2.2 The check register/ledger shall be due in the offices of MCHCP no later than five (5) business days from the end of the month of activity. The register/ledger shall be submitted electronically in a Microsoft Excel compatible format to MCHCP's Chief Financial Officer each month. Failure to meet this requirement shall result in a performance penalty as outlined in Section 8 of the Questionnaire.

B11.2.3 The contractor shall submit a positive pay file of all activity to the MCHCP contracted bank. The file must be received no later than 4 p.m. CT via FTP. The file shall be sent within the necessary timeframe with the data elements as required by the bank conducting MCHCP business. A layout of the account reconciliation file is provided in Attachment 1.

B11.2.4 The contractor shall agree that the final testing of the positive pay file shall be successfully completed no later than November 1, 2019. Failure to meet this requirement shall result in a performance penalty as outlined in Section 8 of the Questionnaire.

B11.3 The contractor shall provide evidence of adequate bonding of employees who are authorized to make reimbursements.

B11.4 Internal controls must meet the requirements of generally accepted accounting practice for this type of operation and must be reviewed regularly by an independent third party to assure compliance with industry standards.

**B12 ADMINISTRATIVE FEE PAYMENT:** MCHCP shall promptly pay the monthly administrative fees due the contractor. The monthly administrative fees will be self-billed on a per-employee-per-month basis and payment initiated via ACH by the tenth of the month following the month of coverage. MCHCP will remit all payments and provide all associated reports electronically. The contractor shall have the right to audit appropriate MCHCP records to determine the accuracy of the monthly payment. Any discrepancies must be identified by the contractor within 90 days

after receipt of the payment and such discrepancy must be submitted in writing to MCHCP. Failure to identify a discrepancy within that time frame shall be considered as acceptance of MCHCP's calculations and records.

- B13 **PERFORMANCE STANDARDS:** Performance standards are outlined in Section 8 of the Reward Incentive RFP Questionnaire. The contractor shall agree that any liquidated damages assessed by MCHCP shall be in addition to any other equitable remedies allowed by the contract or awarded by a court of law including injunctive relief. The contractor shall agree that any liquidated damages assessed by MCHCP shall not be regarded as a waiver of any requirements contained in this contract or any provision therein, nor as a waiver by MCHCP of any other remedy available in law or in equity. The contractor is required to utilize MCHCP's vendor manager product that allows the contractor to self-report compliance and non-compliance with performance guarantees. Unless otherwise specified, all performance guarantees are to be measured quarterly, reconciled quarterly and any applicable penalties paid annually. MCHCP reserves the right to audit performance standards for compliance.
- B14 **FUNDING:** The contract shall provide MCHCP the funds for pre-implementation audit as agreed to in response to the RFP.

EXHIBIT C  
GENERAL PROVISIONS

**C1 TERMINOLOGY AND DEFINITIONS**

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

- C1.1 **Amendment** means a written, official modification to an RFP or to a contract.
- C1.2 **Bidder** means a person or organization who submitted an offer in response to this RFP.
- C1.3 **Breach** shall mean the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI as defined, and subject to the exceptions set forth, in 45 C.F.R. 164.402.
- C1.4 **Contract** means a legal and binding agreement between two or more competent parties, in consideration for the procurement of services as described in this RFP.
- C1.5 **Contractor** means a person or organization who is a successful bidder as a result of an RFP and/or who enters into a contract or any subcontract of a successful bidder.
- C1.6 **Employee** means a benefit-eligible person employed by the state and present and future retirees from state employment who meet the plan eligibility requirements.
- C1.7 **May** means that a certain feature, component, or action is permissible, but not required.
- C1.8 **Member** means any person covered as either a subscriber or a dependent in accordance with the terms and conditions of the plan.
- C1.9 **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply may result in a proposal being considered non-responsive.
- C1.10 **Off-shore** means outside of the United States.
- C1.11 **Participant** has the same meaning as the word member.
- C1.12 **PHI** shall mean Protected Health Information, as defined in 45 C.F.R. 160.103, as amended.
- C1.13 **Pricing Pages** apply to the form(s) on which the bidder must state the price(s) applicable for the services required in the RFP. The pricing pages must be completed and uploaded by the bidder prior to the specified proposal filing date and time.
- C1.14 **Privacy Regulations** shall mean the federal privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, codified at 45 C.F.R. Parts 160 and 164 (Subparts A & E).

- C1.15 **Proposal Filing Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of proposals by DirectPath system.
- C1.16 **Provider** means a physician, hospital, medical agency, specialist or other duly licensed health care facility or practitioner certified or otherwise authorized to furnish health care services pursuant to the law of the jurisdiction in which care or treatment is received. A doctor/physician as defined in 22 CSR 10-2010(20). Other providers include but are not limited to:
- C1.16.1 Audiologist (AUD or PhD);
  - C1.16.2 Certified Addiction Counselor for Substance Abuse (CAC);
  - C1.16.3 Certified Nurse Midwife (CNM) – when acting within the scope of his/her license in the state in which s/he practices and performing a service which would be payable under this plan when performed by a physician;
  - C1.16.4 Certified Social Worker or Masters in Social Work (MSW)
  - C1.16.5 Chiropractor;
  - C1.16.6 Licensed Clinical Social Worker
  - C1.16.7 Licensed Professional Counselor (LPC);
  - C1.16.8 Licensed Psychologist (LP);
  - C1.16.9 Nurse Practitioner (NP);
  - C1.16.10 Physician Assistant (PA);
  - C1.16.11 Occupational Therapist;
  - C1.16.12 Physical Therapist;
  - C1.16.13 Speech Therapist;
  - C1.16.14 Registered Nurse Anesthetist (CRNA);
  - C1.16.15 Registered Nurse Practitioner (ARNP); or
  - C1.16.16 Therapist with a PhD or Master’s Degree in Psychology or Counseling.
- C1.17 **Request for Proposal (RFP)** means the solicitation document issued by MCHCP to potential bidders for the purchase of services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- C1.18 **Respondent** means any party responding in any way to this RFP.
- C1.19 **Retiree** means a former employee who, at the time of termination of employment, met the eligibility requirements as outlined in subsection 22 CSR 10-2.020(2)(D) and is currently receiving a monthly retirement benefit from a retirement system listed in such rule.
- C1.20 **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature, which govern the operations of all agencies of the State of Missouri. Chapter 103 of the statutes is the primary chapter governing the operations of MCHCP.
- C1.21 **Shall** has the same meaning as the word must.
- C1.22 **Should** means that certain feature, component and/or action is desirable but not mandatory.
- C1.23 **Subscriber** means the employee or member who elects coverage under the plan.

## **C2 GENERAL BIDDING PROVISIONS**

- C2.1 It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MCHCP if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from bidders regarding specifications, requirements, competitive procurement process, etc., must be directed to MCHCP via the messaging tool on the DirectPath 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 Friday, May 3, 2019, 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 be able to sign a Business Associate Agreement (BAA) (see Exhibit A-7) due to the provisions of HIPAA upon award of the contract. Any requested changes shall be noted and returned with the RFP. **The changes are accepted only upon MCHCP signing a revised BAA after contract award.**
  
- C5.3 Upon awarding of the contract by the Board, the BAA shall be signed by both parties within five (5) working days of the request to sign, or the award of the contract may be rescinded.

EXHIBIT C  
GENERAL PROVISIONS

**C1 TERMINOLOGY AND DEFINITIONS**

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

- C1.1 **Amendment** means a written, official modification to an RFP or to a contract.
- C1.2 **Bidder** means a person or organization who submitted an offer in response to this RFP.
- C1.3 **Breach** shall mean the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI as defined, and subject to the exceptions set forth, in 45 C.F.R. 164.402.
- C1.4 **Contract** means a legal and binding agreement between two or more competent parties, in consideration for the procurement of services as described in this RFP.
- C1.5 **Contractor** means a person or organization who is a successful bidder as a result of an RFP and/or who enters into a contract or any subcontract of a successful bidder.
- C1.6 **Employee** means a benefit-eligible person employed by the state and present and future retirees from state employment who meet the plan eligibility requirements.
- C1.7 **May** means that a certain feature, component, or action is permissible, but not required.
- C1.8 **Member** means any person covered as either a subscriber or a dependent in accordance with the terms and conditions of the plan.
- C1.9 **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply may result in a proposal being considered non-responsive.
- C1.10 **Off-shore** means outside of the United States.
- C1.11 **Participant** has the same meaning as the word member.
- C1.12 **PHI** shall mean Protected Health Information, as defined in 45 C.F.R. 160.103, as amended.
- C1.13 **Pricing Pages** apply to the form(s) on which the bidder must state the price(s) applicable for the services required in the RFP. The pricing pages must be completed and uploaded by the bidder prior to the specified proposal filing date and time.
- C1.14 **Privacy Regulations** shall mean the federal privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, codified at 45 C.F.R. Parts 160 and 164 (Subparts A & E).

- C1.15 **Proposal Filing Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of proposals by DirectPath system.
- C1.16 **Provider** means a physician, hospital, medical agency, specialist or other duly licensed health care facility or practitioner certified or otherwise authorized to furnish health care services pursuant to the law of the jurisdiction in which care or treatment is received. A doctor/physician as defined in 22 CSR 10-2010(20). Other providers include but are not limited to:
- C1.16.1 Audiologist (AUD or PhD);
  - C1.16.2 Certified Addiction Counselor for Substance Abuse (CAC);
  - C1.16.3 Certified Nurse Midwife (CNM) – when acting within the scope of his/her license in the state in which s/he practices and performing a service which would be payable under this plan when performed by a physician;
  - C1.16.4 Certified Social Worker or Masters in Social Work (MSW)
  - C1.16.5 Chiropractor;
  - C1.16.6 Licensed Clinical Social Worker
  - C1.16.7 Licensed Professional Counselor (LPC);
  - C1.16.8 Licensed Psychologist (LP);
  - C1.16.9 Nurse Practitioner (NP);
  - C1.16.10 Physician Assistant (PA);
  - C1.16.11 Occupational Therapist;
  - C1.16.12 Physical Therapist;
  - C1.16.13 Speech Therapist;
  - C1.16.14 Registered Nurse Anesthetist (CRNA);
  - C1.16.15 Registered Nurse Practitioner (ARNP); or
  - C1.16.16 Therapist with a PhD or Master’s Degree in Psychology or Counseling.
- C1.17 **Request for Proposal (RFP)** means the solicitation document issued by MCHCP to potential bidders for the purchase of services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- C1.18 **Respondent** means any party responding in any way to this RFP.
- C1.19 **Retiree** means a former employee who, at the time of termination of employment, met the eligibility requirements as outlined in subsection 22 CSR 10-2.020(2)(D) and is currently receiving a monthly retirement benefit from a retirement system listed in such rule.
- C1.20 **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature, which govern the operations of all agencies of the State of Missouri. Chapter 103 of the statutes is the primary chapter governing the operations of MCHCP.
- C1.21 **Shall** has the same meaning as the word must.
- C1.22 **Should** means that certain feature, component and/or action is desirable but not mandatory.
- C1.23 **Subscriber** means the employee or member who elects coverage under the plan.

## **C2 GENERAL BIDDING PROVISIONS**

- C2.1 It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MCHCP if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from bidders regarding specifications, requirements, competitive procurement process, etc., must be directed to MCHCP via the messaging tool on the DirectPath 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 Friday, May 3, 2019, 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 be able to sign a Business Associate Agreement (BAA) (see Exhibit A-7) due to the provisions of HIPAA upon award of the contract. Any requested changes shall be noted and returned with the RFP. **The changes are accepted only upon MCHCP signing a revised BAA after contract award.**
  
- C5.3 Upon awarding of the contract by the Board, the BAA shall be signed by both parties within five (5) working days of the request to sign, or the award of the contract may be rescinded.

**Attachment 1**  
**Account Reconciliation File Layout**

<b>AR STANDARD Issue Layout - 01</b>		
<b>Field Name</b>	<b>Picture</b>	<b>Position &amp; Length</b>
Bank Number – required	9(3)	1 – 3
Account Number – required	9(9)	4 – 9
Serial (check) Number – required	9(9)	13 – 9
Issue (check) Amount – required	S9(9)V99	22 – 11
Date Issued – YYYYMMDD	9(8)	33 – 8
Disposition – required Space or I = Issued V = Void	X(1)	41 – 1
Payee Name (left justified – no fill at end)	X(30)	42 – 30
Filler – spaces	X(9)	72 – 9

<b>AR STANDARD Paid Layout</b>		
<i>*80-byte unpacked</i>		
<b>Field Name</b>	<b>Picture</b>	<b>Position &amp; Length</b>
Bank Number	9(3)	1 – 3
Account Number	9(9)	4 – 9
Serial (check) Number	9(9)	13 – 9
Issue (check) Amount	S9(9)V99	22 – 11
Date Issued – YYYYMMDD	9(8)	33 – 8
Disposition – C (cleared)	X(1)	41 – 1
Payee Name (left justified – no fill at end)	X(30)	42 – 30
Filler – spaces	X(9)	72 – 9
Record Delimiter - *	X(1)	80 - 1

All numeric fields are right justified. Zero fill at left of data.

---

## Exhibit A-1

### Intent to Bid – 2020 MCHCP Member Reward Incentive Program RFP

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

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Please complete this form following the steps listed below:

- 1) Fill this form out electronically and sign it with your electronic signature.
- 2) Upload the completed document to the Response Documents area of the RFP no later than Friday, May 3, 2019 at 4 p.m. CT (5 p.m. ET).

---

#### Minimum Bidder Requirements

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

- Licensing – The bidder must hold a certificate of authority to do business in the State of Missouri and be in good standing with the office of the Missouri Secretary of State). 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.
- Size and Experience – The bidder must currently provide service to at least two (2) clients with 50,000 covered lives. The bidder must be willing to disclose the name of the large clients if requested. Experience with public sector health plans is preferred. The bidder must have been in operation and performing the services requested in this RFP for a minimum of three (3) years.
- Contract – Bidders shall not link nor attempt to link (unless permitted by this RFP), the award of this contract to any other bids, products or contracts. Any bid proposal containing any contingency based upon actual or potential awards of contracts, whether or not related specifically to this RFP, or containing pricing contingencies, shall result in such bid proposal being rejected for non-responsiveness and non-compliance with this RFP.
- Fees – Bidders shall not be permitted to alter their fees after submission except with agreement by MCHCP.
- Timely Submission – All deadlines outlined are necessary to meet the timeline for this contract award. Submissions after respective deadlines have passed may be rejected. All bidder documents and complete proposals must be received by the proposal deadline of May 21, 2019, 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.
- Data exchange – Bidder must be capable of establishing a relationship with MCHCP's third party administrator(s) and designated data vendor (currently IBM Watson Health) to communicate necessary data.

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This form will serve as confirmation that our organization has received the 2020 MCHCP Member Reward Incentive Program RFP.

We intend to submit a complete proposal.

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

---

**Name of Organization**

---

**Signature of Plan Representative**

---

**Title of Plan Representative**

---

**Date**

**EXHIBIT A-2  
BIDDER'S PROPOSED MODIFICATIONS TO THE RFP  
2020 MEMBER REWARD INCENTIVE PROGRAM RFP**

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

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

---

Name/Title of Individual

---

Organization

---

Signature

---

Date

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

---

Executive Director

Date

Missouri Consolidated Health Care Plan

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**Exhibit A-3**  
**Confirmation Document**  
**2020 MCHCP Member Reward Incentive Program RFP**

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Please complete this form following the steps listed below:

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

Yes

No

- 
- 2) Bidders are required to submit a firm, fixed price for CY2020 and not-to-exceed prices for CY2021 through CY2024. Prices will be subject to best and final offer which may result from subsequent negotiation. You are advised to review all proposal submission requirements stated in the original RFP and in any amendments, thereto. Confirm that you hereby agree to provide the services and/or items at the prices quoted, pursuant to the requirements of the RFP, including any and all RFP amendments.

Yes

No

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

---

Name/Title of Individual

---

Organization

---

Signature

---

Date

**EXHIBIT A-4**

**CONTRACTOR CERTIFICATION  
OF COMPLIANCE WITH FEDERAL EMPLOYMENT LAWS  
2020 MCHCP MEMBER REWARD INCENTIVE PROGRAM RFP**

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

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

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

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

\_\_\_\_\_  
Name/Title of Individual

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Exhibit A-5**

**Documentation of Intent to Participate  
2020 MCHCP Member Reward Incentive Program RFP**

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

~ Copy This Form For Each Organization Proposed ~

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

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

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

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

(Name of MBE, WBE)

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

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

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

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

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

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

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

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

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

**Authorized Signature:**

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

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

## Exhibit A-6

**This contract is a sample contract for review during the RFP process only. Additional clauses and obligations may be added that are consistent with the RFP and bidder's submission which is awarded by the Board of Trustees. If there is a conflict with this sample contract and the RFP materials, the RFP materials will take precedence during the bidding process.**

### **CONTRACT # 20-010120-MRIP BETWEEN MISSOURI CONSOLIDATED HEALTH CARE PLAN AND MRIC**

This Contract is entered into by and between Missouri Consolidated Health Care Plan ("MCHCP") and Member Reward Incentive Company (hereinafter "MRIC" or "Contractor") for the express purpose of providing third party administrative services for MCHCP's self-funded employee benefit plans for State and Public Entity members, pursuant to MCHCP's 2020 Health Plan RFP released April 2, 2019 (hereinafter "RFP").

#### **1. GENERAL TERMS AND CONDITIONS**

- 1.1 Term of Contract and Costs of Services:** The term of this Contract is for a period of one (1) year from January 1, 2020 through December 31, 2020. This Contract may be renewed for four (4) additional one-year periods at the sole option of the MCHCP Board of Trustees.
- 1.2 Contract Documents:** This Contract and following documents, attached hereto and hereby incorporated herein by reference as if fully set forth herein, constitute the full and complete Contract and, in the event of conflict in terms of language among the documents, shall be given precedence in the following order:
- a. Any future written and duly executed renewal proposals or amendments to this Contract;
  - b. This written Contract signed by the parties;
  - c. The following Exhibits listed in this subsection below and attached hereto, the substance of which are based on final completed exhibits or attachments required and submitted by MRIC in response to the RFP, finalist negotiations, and implementation meetings:
    - i. Pricing Pages – Exhibit 1
    - ii. Business Associate Agreement – Exhibit 2
    - iii. Performance Guarantees – Exhibit 3
    - iv. Confirmation Document – Exhibit 4
  - d. The original RFP, including any amendments, the mandatory terms of which are deemed accepted and confirmed by MRIC as evidenced by MRIC affirmative confirmations and representations required by and in accordance with the bidder response requirements described throughout the RFP.

Any exhibits or attachments voluntarily offered, proposed, or produced as evidence of MRIC's ability and willingness to provide more or different services not required by the RFP that are not specifically described in this Section or otherwise not included elsewhere in the Contract documents are excluded from the terms of this Contract unless subsequently added by the parties in the form of a written and executed amendment to this Contract.

**1.3 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.

**1.4 Amendments to this 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.

No agent, representative, employee or officer of either MCHCP or MRIC has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Contract.

**1.5 Drafting Conventions and Definitions:** Whenever the following words and expressions appear in this Contract, any amendment thereto, or the RFP document, the definition or meaning described below shall apply:

- *(Definitions that are used in the RFP may be added as needed for the contract.)*
- **"Amendment"** means a written, official modification to the RFP or to this Contract.
- **"May"** means permissible but not required.
- **"Must"** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply may result in a breach.
- **"Request for Proposal" or "RFP"** means the solicitation document issued by MCHCP to potential bidders for the purchase of services as described in the document. The definition includes Exhibits, Attachments, and Amendments thereto.
- **"Shall"** has the same meaning as the word must.
- **"Should"** means desirable but not mandatory.
- The terms **"include," "includes,"** and **"including"** are terms of inclusion, and where used in this Contract, are deemed to be followed by the words "without limitation".

**1.6 Notices:** Unless otherwise expressly provided otherwise, all notices, demands, requests, approvals, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other during the course of this

contract shall be in writing and shall be made by personal delivery, by prepaid overnight delivery, by United States mail postage prepaid, or transmitted by email to an authorized employee of the other party or to any other persons as may be designated by written notice from one party to the other. 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. Notices to MRIC shall be addressed as follows: MRIC ATTN: \_\_\_\_\_,

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**1.7 Headings:** The article, section, paragraph, or exhibit headings or captions in this Contract are for reference and convenience only and may not be considered in the interpretation of this Contract. Such headings or captions do not define, describe, extend, or limit the scope or intent of this Contract.

**1.8 Severability:** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid, unenforceable, or contrary to law, such determination shall not affect the legality or validity of any other provisions. The illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if it were never incorporated into this Contract, but all other provisions will remain in full force and effect.

**1.9 Inducements:** In making the award of this Contract, MCHCP relies on MRIC's assurances of the following:

- MRIC, including its subcontractors, has the skills, qualifications, expertise, financial resources and experience necessary to perform the services described in the RFP, MRIC's proposal, and this Contract, in an efficient, cost-effective manner, with a high degree of quality and responsiveness, and has performed similar services for other public or private entities.
- MRIC has thoroughly reviewed, analyzed, and understood the RFP, has timely raised all questions or objections to the RFP, and has had the opportunity to review and fully understand MCHCP's current offerings and operating environment for the activities that are the subject of this Contract and the needs and requirements of MCHCP during the contract term.
- MRIC has had the opportunity to review and fully understand MCHCP's stated objectives in entering into this Contract and, based upon such review and understanding, MRIC currently has the capability to perform in accordance with the terms and conditions of this Contract.
- MRIC has also reviewed and understands the risks associated with administering services as described in the RFP.

Accordingly, on the basis of the terms and conditions of this Contract, MCHCP desires to engage MRIC to perform the services described in this Contract under the terms and conditions set forth in this Contract.

**1.10 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.

**1.11 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 MRIC's or its subcontractors' employees.

**1.12 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. 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.

**1.13 Independent Contractor:** MRIC 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, MRIC hereby assumes 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. MRIC assumes sole and full responsibility for its acts and the acts of its personnel.

**1.14 Relationship of the Parties:** This Contract does not create a partnership, franchise, joint venture, agency, or employment relationship between the parties.

**1.15 No Implied Authority:** The authority delegated to MRIC by MCHCP is limited to the terms of this Contract. MCHCP is a statutorily created body corporate multi-employer group health plan and trust fund designated by the Missouri Legislature to administer health care services to eligible State of Missouri and public entity employees, and no other agency or entity may grant MRIC any authority related to this Contract except as authorized in writing by MCHCP. MRIC may not rely upon implied authority, and specifically is not delegated authority under this Contract to:

- Make public policy;
- Promulgate, amend, or disregard administrative regulations or program policy decisions made by MCHCP; and/or
- Unilaterally communicate or negotiate with any federal or state agency, the Missouri Legislature, or any MCHCP vendor on behalf of MCHCP regarding the services included within this Contract.

**1.16 Third Party Beneficiaries:** This Contract shall not be construed as providing an enforceable right to any third party.

- 1.17 Injunction:** 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, MRIC shall not be entitled to make or assess claim for damage by reason of said delay.
- 1.18 Statutes:** Each and every provision of law and clause required by law to be inserted or applicable to the services provided in this Contract shall be deemed to be inserted herein and this 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.
- 1.19 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.
- 1.20 Jurisdiction:** All legal proceedings arising hereunder shall be brought in the Circuit Court of Cole County in the State of Missouri.
- 1.21 Acceptance:** No contract provision or use of items by MCHCP shall constitute acceptance or relieve MRIC of liability in respect to any expressed or implied warranties.
- 1.22 Survival of Terms:** Termination or expiration of this Contract for any reason will not release either party from any liabilities or obligations set forth in this Contract that: (i) the parties expressly agree will survive any such termination or expiration; or (ii) remain to be performed or by their nature would be intended to apply following any such termination or expiration.

## **2 MRIC's Obligations**

- 2.1 Confidentiality:** MRIC 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 MRIC except as authorized by MCHCP, either during the period of this Contract or thereafter. MRIC must agree to return any or all data furnished by MCHCP promptly at the request of MCHCP in whatever form it is maintained by MRIC. On the termination or expiration of this Contract, MRIC 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.
- 2.2 Subcontracting:** Subject to the terms and conditions of this section, this Contract shall be binding upon the parties and their respective successors and assigns. MRIC 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. MRIC 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. MRIC agrees that any and all subcontracts entered into by MRIC for the purpose of meeting the requirements of this Contract are the responsibility of MRIC. MCHCP will hold MRIC responsible for assuring that subcontractors meet all the requirements of this Contract and all amendments thereto. MRIC must provide

complete information regarding each subcontractor used by MRIC to meet the requirements of this Contract.

**2.3 Disclosure of Material Events:** MRIC agrees to immediately disclose any of the following to MCHCP to the extent allowed by law for publicly traded companies:

- Any material adverse change to the financial status or condition of MRIC;
- Any merger, sale or other material change of ownership of MRIC;
- Any conflict of interest or potential conflict of interest between MRIC's engagement with MCHCP and the work, services or products that MRIC is providing or proposes to provide to any current or prospective customer; and
- (1) Any material investigation of MRIC by a federal or state agency or self-regulatory organization; (2) Any material complaint against MRIC filed with a federal or state agency or self-regulatory organization; (3) Any material proceeding naming MRIC before any federal or state agency or self-regulatory organization; (4) Any material criminal or civil action in state or federal court naming MRIC as a defendant; (5) Any material fine, penalty, censure or other disciplinary action taken against MRIC by any federal or state agency or self-regulatory organization; (6) Any material judgment or award of damages imposed on or against MRIC as a result of any material criminal or civil action in which MRIC was a party; or (7) Any other matter material to the services rendered by MRIC pursuant to this Contract.

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

Upon learning of any such actions, MCHCP reserves the right, at its sole discretion, to terminate this Contract.

**2.4 Off-shore Services:** All services under this Contract shall be performed within the United States. MRIC 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 MRIC being in breach of this Contract.

**2.5 Change in Laws:** MRIC agrees that any state and/or federal laws and applicable rules and regulations enacted during the terms of the contract which are deemed by MCHCP to necessitate a change in the contract shall be incorporated into the contract automatically. MCHCP will review any request for additional fees resulting from such changes and retains

final authority to make any changes. A consultant may be utilized to determine the cost impact.

**2.6 Compliance with Laws:** MRIC 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.

**2.6.1 Non-discrimination, Sexual Harassment and Workplace Safety:** MRIC agrees to abide by all applicable federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. MRIC shall establish and maintain a written sexual harassment policy and shall inform its employees of the policy. MRIC 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.

**2.6.2 Americans with Disabilities Act (ADA) and Americans with Disabilities Act Amendments Act of 2008 (ADAAA):** Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act (ADA) and **Americans with Disabilities Act Amendments Act of 2008 (ADAAA)**, MRIC 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, MRIC agrees to comply with all regulations promulgated under ADA or ADAAA which are applicable to all benefits, services, programs, and activities provided by MCHCP through contracts with outside contractors.

**2.6.3 Patient Protection and Affordable Care Act (PPACA):** If applicable, MRIC 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.

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

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

**2.7 Indemnification:** MRIC 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 MRIC's, MRIC's employees, or MRIC's associate or any associate's or subcontractor's failure to comply with section 2.7 of this contract.

**2.8 Prohibition of Gratuities:** Neither MRIC nor any person, firm or corporation employed by MRIC 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.

**2.9 Solicitation of Members:** MRIC 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.

**2.10 Insurance and Liability:** MRIC must maintain sufficient liability insurance, including but not limited to general liability, professional liability, and errors and omissions coverage, to protect MCHCP against any reasonably foreseeable recoverable loss, damage or expense under this engagement. MRIC shall provide proof of such insurance coverage upon request from MCHCP. MCHCP shall not be required to purchase any insurance against loss or damage to any personal property to which this Contract relates. MRIC shall bear the risk of any loss or damage to any personal property in which MRIC holds title.

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

**2.12 Assignment:** MRIC 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 MRIC made without prior written consent of MCHCP. Notwithstanding the foregoing, MRIC may, without the consent of MCHCP, assign its rights to payment to be received under this Contract, provided that MRIC 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 MRIC 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 MRIC 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 MRIC, following which MRIC's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. MRIC shall give MCHCP written notice of any such change of name.

**2.13 Patent, Copyright, and Trademark Indemnity:** MRIC 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. MRIC 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 MRIC's written request, it shall be at MRIC's expense, but the responsibility for such expense shall be only that within MRIC's written authorization. MRIC shall indemnify and hold MCHCP harmless from all damages, costs, and expenses, including attorney's fees that MRIC 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 MRIC in such suit or proceeding are held to constitute infringement and the use is enjoined, MRIC 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 MRIC is unable to do any of the preceding, MRIC 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 MRIC under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of MRIC without its written consent.

**2.14 Compensation/Expenses:** MRIC 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. MRIC shall be compensated only for work performed to the satisfaction of MCHCP. MRIC shall not be allowed or paid travel or per diem expenses except as specifically set forth in this Contract.

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

**2.16 Tax Payments:** MRIC 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 MRIC.

**2.17 Conflicts of Interest:** MRIC 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, MRIC 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.

### **3 MCHCP'S OBLIGATIONS**

**3.1 Administrative Services:** MCHCP shall provide the following administrative services to assist MRIC

- Certification of eligibility;
- Enrollments (new, change and terminations) in an electronic format;
- Maintenance of individual eligibility and membership data;
- Payment of monies due MRIC;

**3.2 Eligibility:** MCHCP members are those employees, retirees and their dependents who are eligible as defined by applicable state and federal laws, rules and regulations, including revision(s) to such. MCHCP is the sole source in determining member eligibility. Effective and termination dates of plan participants will be determined by MCHCP. Those members enrolled in MCHCP's Group Medicare Advantage Plan are not eligible for the member reward incentive program. MRIC shall not regard a member as terminated until the contractor receives an official termination notice from MCHCP. MRIC will be notified of enrollment changes through the carrier enrollment eligibility file, by telephone or by written notification from MCHCP. MRIC shall refer any and all questions received from members regarding eligibility or premiums to MCHCP.

**3.3 Payment:** MCHCP shall promptly pay the MONTHLY administrative fees due MRIC. The monthly administrative fees will be self-billed on a per-employee-per-month basis and payment initiated via ACH by the tenth of the month following the month of coverage. MCHCP will remit all payments and provide all associated reports electronically. MRIC shall have the right to audit appropriate MCHCP records to determine the accuracy of the monthly payment. Any discrepancies must be identified by MRIC within 90 days after receipt of the payment and such discrepancy must be submitted in writing to MCHCP. Failure to identify a discrepancy within that time frame shall be considered as acceptance of MCHCP's calculations and records.

### **4 RECORDS RETENTION, ACCESS, AUDIT, AND FINANCIAL COMPLIANCE**

**4.1 Retention of Records:** Unless MCHCP specifies in writing a shorter period of time, MRIC 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. MRIC 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 ten (7) year post contract period. Delivery of and access to the records shall be at no cost to MCHCP.

**4.2 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 MRIC shall agree to reasonable times for MRIC to make such records available for audit. Audits must be conducted by a firm selected by MCHCP.

**4.3 Ownership:** All data developed or accumulated by MRIC under this Contract shall be owned by MCHCP. MRIC may not release any data without the written approval of MCHCP. MCHCP shall be entitled at no cost and in a timely manner to all data and written or recorded material pertaining to this Contract in a format acceptable to MCHCP. MCHCP shall have unrestricted authority to reproduce, distribute, and use any submitted report or data and any associated documentation that is designed or developed and delivered to MCHCP as part of the performance of this Contract.

**4.4 Access to Records:** Upon reasonable notice, MRIC 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. MRIC agrees to provide the access described wherever MRIC maintains such books, records, and supporting documentation. Further, MRIC 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. MRIC 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 MRIC to the extent that the books, documents and records relate to costs or pricing data for this Contract. MRIC agrees to maintain records which will support the prices charged and costs incurred for performance of services performed under this Contract. Also, MRIC must furnish all information necessary for MCHCP to comply with all state and/or federal regulations. To the extent described herein, MRIC shall give full and free access to all records to MCHCP and/or their authorized representatives.

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

**4.6 Response/Compliance with Audit or Inspection Findings:** MRIC 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 MRIC'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).

**4.7 Inspections:** Upon notice from MCHCP, MRIC 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 MRIC 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. MRIC must provide as part of the services any assistance that such auditors and inspectors reasonably may require to complete such audits or inspections.

## **5 Scope of Work**

**5.1 Administrative Services:** MRIC understands that in carrying out its mandate under the law, MCHCP is bound by various statutory, regulatory and fiduciary duties and responsibilities and contractor expressly agrees that it shall accept and abide by such duties and responsibilities when acting on behalf of MCHCP pursuant to this engagement. The contractor shall provide reward incentive services in accordance with the provisions and requirements of this contract on behalf of MCHCP. The contractor must administer services as determined by MCHCP and as promulgated by rule in Title 22 of the Missouri Code of State Regulations. The contractor is obligated to follow the performance standards as agreed to in Exhibit 3. The reward incentive services that are included in the contract include, but are not limited to, reward incentive functions that include account management, claim services, member services; coordination with MCHCP business associates; reporting; banking; and web and consumer tools. Subrogation and overpayment recovery services

**5.2 Coordination with MCHCP Business Associates:** MRIC must coordinate, cooperate, and electronically exchange information with MCHCP's business associates as identified by MCHCP. Necessary information can include, but is not limited to, the deductible and out-of-pocket accumulators, participation in care management or claims. Frequency of electronically exchanged information can be daily.

**5.3 Account Management:** MRIC 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 designated account executive, a customer service manager, medical director, a clinical contact, a person responsible for preparing the reports and a management information system representative. Approval of the account management team rests with MCHCP. The account executive and service representative(s) will deal directly with MCHCP's benefit administration staff. The account management team must:

**5.3.1** Be able to devote the time needed to the account, including being available for telephone and on-site consultation with MCHCP.

**5.3.2** Be extremely responsive.

**5.3.3** Be comprised of individuals with specialized knowledge of MRIC's networks, functions, claims and eligibility systems, system reporting

capabilities, claims adjudication policies and procedures, administrative services, standard and banking arrangements, and relations with third parties.

- 5.3.4** Act on behalf of MCHCP in navigating through the contractor's organization. The account management team must be able to effectively advance the interest of MCHCP through the contractor's corporate structure.
- 5.3.5** MRIC agrees to provide MCHCP with at least thirty (30) days advance notice of any material change to its account management and servicing methodology and at least ten (10) days advanced notice of a personnel change in the MRIC's account management and servicing team.
- 5.3.6** MRIC agrees to allow MCHCP to complete an annual formal performance evaluation of the assigned account management team.

**5.4 Meetings:** MRIC agrees to meet with MCHCP staff and Board of Trustees as requested to discuss the status of the MCHCP account in terms of utilization patterns and costs, as well as propose new ideas that may benefit MCHCP and its members.

**5.5 Member Service:** The contractor must provide a high quality and experienced member service department. The contractor's member service representatives (MSRs) must be fully trained in the MCHCP benefits, plan designs and other options. The contractor shall maintain a toll-free telephone line to provide prompt access for members and providers to qualified MSRs.

- 5.5.1** At a minimum, member service must be available between the hours of 8:00 a.m. and 5:00 p.m. central time (CT), Monday through Friday except for designated holidays. (may insert actual times available)
- 5.5.2** Member calls to MRIC must be recorded and retained for a minimum of one year. If prior to the recording being purged, MRIC is notified of litigation by MCHCP, call recordings must be provided to MCHCP upon request.
- 5.5.3** MRIC shall refer any and all questions received from members regarding eligibility or premiums to MCHCP.

**5.6 Communications:** MCHCP reserves the right to review and approve all written communications and marketing materials developed and used by the contractor to communicate specifically with MCHCP members at any time during the contract period. Notwithstanding the foregoing, nothing herein prohibits MRIC from communicating directly with members in the regular course of providing services under the contract (e.g., responding to member inquiries, etc.).

**5.7 Website:** MRIC must have an active, current website that is updated regularly. The website shall conform to the latest accessibility guidelines developed by the Web Accessibility Initiative of World Wide Web Consortium (W3C). MRIC must be able to support single sign-on from MCHCP's Member Portal to MRIC's Member Portal utilizing Security Assertion Markup Language (SAML) and support modern browsers/browser versions that support HTML5 and advanced security. The website shall:

- 5.7.1 give clear instructions on how a member may enroll into the program and qualify for a reward incentive.
- 5.7.2 provide members with a mechanism to search for and compare shoppable health care services that are eligible for an reward incentive, that are specific to a geographic region, provider, quality rating, etc.
- 5.7.3 actively steer members to low-cost, high-quality providers

**5.8 Implementation:** Prior to January 1 of each Plan year, MRIC shall implement any eligibility, plan design and benefit changes as directed by MCHCP. A final implementation schedule must be agreed to by MCHCP and MRIC within 30 days of the notification of change. Failure on MCHCP's part to complete, by the agreed upon dates, the MCHCP key dependent tasks associated with the implementation may necessitate changes to the implementation schedule. At a minimum, the timeline must include the required dates for the following activities:

- 5.8.1 Testing of eligibility and other files to and from MCHCP, if necessary;
- 5.8.2 Acceptable date for final eligibility and other files to and from MCHCP and any business associates, if necessary;
- 5.8.3 Finalization of incentive designs, rewards and other key elements;
- 5.8.4 Finalization of benefit changes; and
- 5.8.5 Testing of appropriate files to and from MCHCP business associate(s), if necessary
- 5.8.6 Testing of reward incentive file to data warehouse vendor.

**5.9 Readiness Review:** At least forty-five (45) days prior to the January 1, 2020 effective date, MCHCP will have a readiness review/pre-implementation audit of MRIC, including an on-site review of the MRIC's facilities if MCHCP deems it necessary. MRIC shall participate in all readiness review/pre-implementation audit activities conducted by MCHCP staff or its designee to ensure the contractor's operational readiness.

**5.10 Eligibility Files:** MRIC shall be able to accept all MCHCP eligibility information on a weekly basis utilizing the ASC X12N 834 (005010X095A1) transaction set. MCHCP will supply this information in an electronic format and MRIC must process such information within 24 hours of receipt. MRIC must provide a dedicated technical contact that will provide support to MCHCP Information Technology Department for EDI issues. It is MCHCP's intent to send a transactional based (change only) eligibility file weekly and a periodic full eligibility reconciliation file.

- 5.10.1 MRIC will further develop an out of sequence (ad hoc) methodology for updating records outside of the normal schedule.
- 5.10.2 MCHCP will provide a recommended data mapping for the 834 transaction set.
- 5.10.3 After processing each file, MRIC will provide a report that lists any errors and exceptions that occurred during processing. The file will be in a format

that is agreeable by both parties so that MCHCP can compare the errors and exceptions with data in its system. The report will also provide record counts, error counts and list the records that had an error, along with an error message to indicate why it failed. A list of the conditions the MRIC audits will be provided to ensure the data MCHCP is sending will pass the contractor's audit tests.

**5.10.4** MRIC shall provide access to view data on its system to ensure the file MCHCP sends is correctly updating the contractor's system.

**5.10.5** MRIC shall supply a data dictionary of the fields MCHCP is updating on their system and the allowed values for each field.

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

**5.10.7** MRIC must work with MCHCP to develop a schedule for testing of the eligibility test record set on electronic media. MCHCP requires that MRIC accept and run an initial test record set no later than September 27, 2019. Results of the test must be provided to MCHCP by October 11, 2019. Implementation of the Single-Sign-On portal is to be completed no later than December 15th, 2019.

**5.11 Electronic Transmission Protocols:** MRIC and all its 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.

**5.12 Reward Incentives:** MRIC shall provide MCHCP a list of shoppable health care services that are recommended to be included in the reward incentive program. The list must be provided to MCHCP no later than thirty (30) days after contract award and by May 1 of each subsequent contract year. The listing shall include the justification for each service that addresses the potential savings and range of rates between providers.

**5.12.1** For each recommended shoppable service, the contractor shall provide a description of the reference-based price (e.g. average cost) that the contractor recommends utilizing and why. The referenced based price shall be based on the contracted network discount arrangements utilized by MCHCP's administrative service organization (ASO) contractor(s) and pharmacy benefit manager for payment of rewards.

**5.12.2** MRIC shall consult with MCHCP to determine the list of services that will be eligible for a reward incentive for the upcoming year and the amount of reward a member may potentially receive for choosing a low-cost provider.

**5.12.3** The list of shoppable services shall be regionalized for optimal decision making. The regions shall be determined in consultation with MCHCP. MCHCP reserves the right to limit reward incentives to those services received from Missouri providers.

**5.12.4** Shoppable service recommendations to members shall take into account provider quality ratings. The source of the quality rating shall be annually disclosed to MCHCP along with the methodology of the rating and the scheduled updates of ratings.

**5.13 Reward Incentive Payment Processing:** MRIC shall process all reward incentives with incurred dates of service beginning with the contract effective date through December 31, 2020 and each subsequent year of this agreement in accordance with MCHCP regulations. MRIC shall provide a dedicated, experienced payment processing team that will be permanently assigned to the MCHCP account.

**5.13.1** MRIC shall timely process reward incentive payments after confirming the member received an eligible service from a low-cost provider.

**5.13.2** MRIC shall manage the tax implications of monetary reward incentives to members including issuing necessary tax documents in accordance with Internal Revenue Service (IRS) regulations and guidance.

**5.13.3** MRIC shall have an automated process for tracking and resolving incomplete or pended reward incentive payments. The contractor shall proactively attempt to resolve issues with payments requiring additional information for proper adjudication, including member eligibility or other information needed for adjudication.

**5.13.4** MRIC shall have the capability to process both electronic and paper reward incentive payments and provide a controlled process to provide electronic and manual payments. Clear processes must be in place to handle payment reconciliation and correction accounting.

**5.13.5** MRIC shall reimburse MCHCP for any improper payments made to members.

**5.13.6** MRIC agrees that if a payment platform change occurs throughout the course of the contract, MCHCP reserves the right to delay implementation of the new system for MCHCP members until a commitment can be made by the contractor that transition will be without significant issues. This may include requiring the contractor to put substantial fees at risk and/or agree to an implementation audit related to these services to ensure a smooth transition.

**5.13.7** MRIC shall after the contract terminates, continue processing run-out payments for an agreed to period at no additional cost to MCHCP. Following the run-out period, the contractor must turn over to MCHCP any

pending items such as outstanding claim issues, uncashed checks and other pending items.

**5.14 Reward Incentive Payments** (will reflect the payment method chosen of the two options from the RFP Scope of Work): MRIC shall provide evidence of adequate bonding of employees who are authorized to make reimbursements. Internal controls must meet the requirements of generally accepted accounting practice for this type of operation and must be reviewed regularly by an independent third party to assure compliance with industry standards.

**5.14.1** Option One: The reward incentives be paid by MRIC. MRIC shall not bill more frequently than once every two weeks from a centralized billing system. The invoice shall clearly designate and describe all components of the billing. MCHCP will initiate payment to the contractor within two business days of receipt of the invoice. Payment will be made via Automated Clearing House (ACH) to the financial institution designated by the contractor. Internal controls must meet the requirements of generally accepted accounting practice for this type of operation and must be reviewed regularly by an independent third party to assure compliance with industry standards.

**5.14.2** Option Two: Payment will be made directly from MCHCP banking accounts(s), such account(s) shall be solely owned by MCHCP and shall be located at the bank that conducts all of MCHCP's banking activities (currently, Central Bank). The contractor shall make member reimbursements from this account on at least a weekly basis. The contractor shall offer the ability to pay reward incentives via electronic payment (ACH). MCHCP has familiarity and customization available utilizing file submission with control totals or the use of a 1031 drawdown process. Processes must ensure that MCHCP funds do not "nest" outside MCHCP accounts to the detriment of investment return.

**5.14.2.1** MRIC shall provide MCHCP with a numerically-sequenced monthly check ledger/register reflecting payments made from the first through the last day of the month. The check register/ledger shall include the following required information – check number or ACH designation if paid electronically, date of issuance, payee and amount. The contractor must also report voided items.

**5.14.2.2** The check register/ledger shall be due in the offices of MCHCP no later than five (5) business days from the end of the month of activity. The register/ledger shall be submitted electronically in a Microsoft Excel compatible format to MCHCP's Chief Financial Officer each month. Failure to meet this requirement shall result in a performance penalty as outlined in Exhibit 3..

**5.14.2.3** MRIC shall submit a positive pay file of all activity to the MCHCP contracted bank. The file must be received no later than 4 p.m. CT

via FTP. The file shall be sent within the necessary timeframe with the data elements as required by the bank conducting MCHCP business.

**5.14.2.4** MRIC shall agree that the final testing of the positive pay file shall be successfully completed no later than November 1, 2019. Failure to meet this requirement shall result in a performance penalty as outlined in Exhibit 3.

**5.15 Performance Standards:** Performance standards are outlined in Exhibit 3. MRIC shall agree that any liquidated damages assessed by MCHCP shall be in addition to any other equitable remedies allowed by the contract or awarded by a court of law including injunctive relief. MRIC shall agree that any liquidated damages assessed by MCHCP shall not be regarded as a waiver of any requirements contained in this contract or any provision therein, nor as a waiver by MCHCP of any other remedy available in law or in equity. MRIC is required to utilize MCHCP's vendor manager product that allows the contractor to self-report compliance and non-compliance with performance guarantees. Unless otherwise specified, all performance guarantees are to be measured quarterly, reconciled quarterly and any applicable penalties paid annually. MCHCP reserves the right to audit performance standards for compliance.

## **6 REPORTING**

**6.1 Reporting Requirements:** MRIC agrees that all data required by MCHCP shall be confidential and will not be public information. MRIC further agrees not to disclose this or similar information to any competing company, either directly or indirectly. MCHCP reserves the right to retain a third party contractor to receive claims-level data from the contractor and store the data on MCHCP's behalf. This includes a full reward incentive file including, but not limited to all financial, demographic and utilization fields. MRIC agrees to cooperate with MCHCP's designated third party contractor, if applicable, in the fulfillment of MRIC's duties under this contract, including the provision of data as specified without constraint on its use.

**6.2 Reward Incentive Reporting:** Provide claims, person-level utilization data to MCHCP and/or MCHCP's data vendor in a format specified by MCHCP with the understanding that the data shall be owned by MCHCP. MRIC shall provide data in an electronic form and within a time frame specified by MCHCP. MRIC shall 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. This obligation continues for a period of two (2) years following contract termination at no additional cost to MCHCP.

**6.3 Telephone Reports:** MRIC shall provide quarterly reports detailing customer service telephone answer time and abandonment. The reports shall be submitted to MCHCP quarterly and are due within 30 days of the end of the quarter reported.

**6.4 Standard Reports:** MRIC shall provide their standard reporting package on a timely basis. (specifics as to reporting package bid will be added after award)

**6.5 Ad Hoc Reporting:** At the request of MCHCP, MRIC shall submit additional ad hoc reports on information and data readily available to MRIC. Fair and equitable compensation will be negotiated with the contractor.

**6.6 Acceptance of Reports:** MCHCP will determine the acceptability of all claim files and reports submitted based upon timeliness, format and content. If reports are not deemed to be acceptable or have not been submitted as requested, MRIC will receive written notice to this effect and the applicable liquidated damages, as defined in Exhibit 3, will be assessed.

## **7 CANCELLATION, TERMINATION OR EXPIRATION**

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

**7.2 Termination for Cause:** MCHCP may terminate this Contract, or any part of this Contract, for cause under any one of the following circumstances: 1) MRIC fails to make delivery of goods or services as specified in this Contract; 2) MRIC fails to satisfactorily perform the work specified in this Contract; 3) MRIC fails to make progress so as to endanger performance of this Contract in accordance with its terms; 4) MRIC breaches any provision of this Contract; 5) MRIC assigns this Contract without MCHCP's approval; or 6) Insolvency or bankruptcy of MRIC. 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, MRIC 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. MRIC shall be liable to MCHCP for any reasonable excess costs for such similar or identical services included within the terminated part of this Contract.

**7.3 Termination Right:** Notwithstanding any other provisions, MCHCP reserves the right to terminate this Contract at the end of any month by giving thirty (30) days' notice, without penalty.

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

**7.5 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, if applicable, 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.

**7.6 Rights and Remedies:** If this Contract is terminated, MCHCP, in addition to any other rights provided for in this Contract, may require MRIC to deliver to MCHCP in the manner and to the extent directed, any completed materials. In the event of termination, MRIC 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.

THE UNDERSIGNED PERSONS REPRESENT AND WARRANT THAT WE ARE LEGALLY FREE TO ENTER THIS AGREEMENT, OUR EXECUTION OF THIS AGREEMENT HAS BEEN DULY AUTHORIZED, AND OUR SIGNATURES BELOW SIGNIFY OUR CONSENT TO BE BOUND TO THE FOREGOING TERMS AND CONDITIONS.

**Missouri Consolidated Health Care Plan**

**MRIC**

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

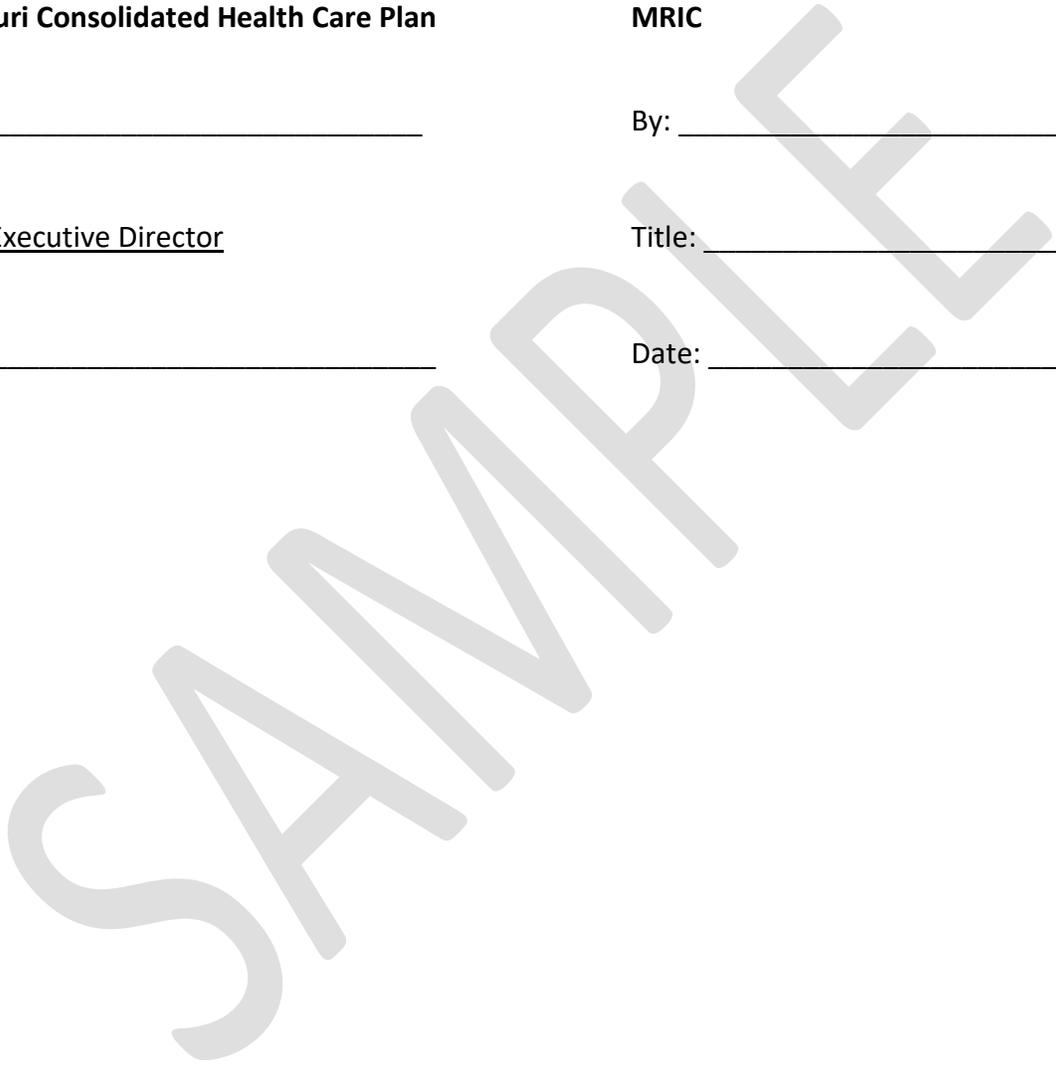
By: \_\_\_\_\_

Title: Executive Director

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

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

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



**EXHIBIT A-7**  
**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) between the Missouri Consolidated Health Care Plan (hereinafter “Covered Entity” or “MCHCP”) and **Vendor Name**. (hereinafter “Business Associate”) is entered into as a result of the business relationship between the parties in connection with services requested and performed in accordance with the 2020 MCHCP Member Reward Incentive Program RFP (“RFP”) and under Contract **#XXX-XXXX**, as renewed and amended, (hereinafter the “Contract”).

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

**1 Purpose.**

The Contract is for the administration of a member reward incentive program.

The purpose of this Agreement is to comply with requirements of the Act and the implementing regulations enacted under the Act, 45 CFR Parts 160 - 164, as amended, to the extent such laws relate to the obligations of business associates, and to the extent such laws relate to obligations of MCHCP in connection with services performed by **Vendor** for or on behalf of MCHCP under the Contract. This Agreement is required to allow the parties to lawfully perform their respective duties and maintain the business relationship described in the Contract.

**2 Definitions.**

2.1 For purposes of this Agreement:

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

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

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

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

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

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

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

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

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

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

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

- MCHCP's Privacy Officer → currently, Jennifer Stilabower, (573) 522-3242, [Jennifer.Stilabower@mchcp.org](mailto:Jennifer.Stilabower@mchcp.org), 832 Weathered Rock Court, Jefferson City, MO 65101
- MCHCP's Security Officer → currently, Bruce Lowe, (573) 526-3114, [Bruce.Lowe@mchcp.org](mailto:Bruce.Lowe@mchcp.org), 832 Weathered Rock Court, Jefferson City, MO 65101

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

3.4.3 The notice shall include to the fullest extent possible:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **5 Obligations of MCHCP.**

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

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

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

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

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

## 7 Miscellaneous.

- 7.1 Satisfactory Assurance. Business Associate expressly acknowledges and represents that execution of this Agreement is intended to, and does, constitute satisfactory assurance to MCHCP of Business Associate's full and complete compliance with its obligations under the HIPAA Rules. Business Associate further acknowledges that MCHCP is relying on this assurance in permitting Business Associate to create, receive, maintain, use, disclose, or transmit PHI as described herein.
- 7.2 Indemnification. Each party shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the other party and its current and former trustees, employees, and agents from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorneys' fees and expenses, including at trial and on appeal) arising out of the acts or omissions of such party or any subcontractor, consultant, or workforce member of such party to the extent such acts or omissions violate the terms of this Agreement or the HIPAA Rules as applied to the Contract.
- Notwithstanding the foregoing, if Business Associate maintains any MCHCP-related PHI following termination of the Contract and this Agreement pursuant to subsection 6.3, Business Associate shall be solely responsible for all PHI it maintains and, to the fullest extent permitted by law, Business Associate shall protect, defend, indemnify and hold harmless MCHCP and its current and former trustees, employees, and agents from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorneys' fees and expenses, including at trial and on appeal) arising out of the acts or omissions of Business Associate or any subcontractor, consultant, or workforce member of Business Associate regarding such PHI to the extent such acts or omissions violate the terms of the Act or the HIPAA Rules.
- 7.3 No Third Party Beneficiaries. There is no intent by either party to create or establish third party beneficiary status or rights or their equivalent in any person or entity, other than the parties hereto, that may be affected by the operation of this Agreement, and no person or entity, other than the parties, shall have the right to enforce any right, claim, or benefit created or established under this Agreement.
- 7.4 Amendment. The parties agree to work together in good faith to amend this Agreement from time to time as is necessary or advisable for compliance with the requirements of the HIPAA Rules. Notwithstanding the foregoing, this Agreement shall be deemed amended automatically to the extent any provisions of the Act or the HIPAA Rules not addressed herein become applicable to Business Associate during the term of this Agreement pursuant to and in accordance with any subsequent modification(s) or official and binding legal clarification(s), to the Act or the HIPAA Rules.
- 7.5 Interpretation. Any reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

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

**Missouri Consolidated Health Care Plan**

**Vendor**

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

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

Title: Executive Director

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

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

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

### Reward Incentive RFP 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

Corporate address

Telephone

**2.2 Provide a brief history of your company, including a summary of your status with respect to any past, current, or prospective mergers and acquisitions.**

Response

**2.3 Describe your strategy towards growth and any immediate plans for expansion nationally, regionally and in Missouri.**

Nationally

Regionally

Missouri

**2.4 How many employer groups does your organization service for Member Reward Incentive Programs?**

Number of groups of 60,001 employees or more

Number of groups of 45,001-60,000 employees

Number of groups of 30,001-45,000 employees

Number of groups of 15,001-30,000 employees

Number of groups less than 15,000 employees

**2.5 How many members does your organization service for Member Reward Incentive Programs?**

Number of current members

Number of new members last year

Number of new members year to date

**2.6 Provide references for three current clients (excluding MCHCP). If possible use companies of similar size and needs as MCHCP. We will not contact these references without discussing it with you first; however, having information on references is critical.**

	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"/>

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

	Name or industry	Services received 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"/>

**2.8 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

**2.9 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	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Insurer (2nd)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**2.10 Confirm you have uploaded a document to the Reference Files from Vendor section describing the insurance in force that your firm has made to cover any errors and omissions claims that may arise in connection with services on behalf of a client. Who is the carrier or what is the funding mechanism? What are the policy limits? Are all of your subcontractors and/or joint venture companies bound by such coverage? Name the file "Q2.10 E&O Insurance".**

Document has been uploaded (list carrier name, funding mechanism, and policy limits, and describe whether subcontractors are bound by coverage)

Not provided (please explain)

**2.11 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"/>

**2.12 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 "Q2.12 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.

**2.13 Confirm you have uploaded two years of your organization's audited financial statements to the Reference Files from Vendor section. Name the file "Q2.13 Audited Financial Statements".**

Confirmed

Not confirmed (please explain)

**2.14 Provide a brief summary of financial data and ratings for your organization.**

	Current Rating	Date of Rating (MM/YYYY)	Financial Data Summary
A.M. Best	<input type="text"/>	<input type="text"/>	<input type="text"/>
S&P	<input type="text"/>	<input type="text"/>	<input type="text"/>
Duff and Phelps	<input type="text"/>	<input type="text"/>	<input type="text"/>
Moody's	<input type="text"/>	<input type="text"/>	<input type="text"/>

**2.15 Provide the following information regarding any SSAE 18 standards you maintain:**

Has your organization conducted a SSAE 18 audit?

What is your current SSAE 18 status?

When was your organization's last SSAE audit conducted (MM/YYYY)?

What is the frequency of your SSAE 18 audits?

Are you willing to provide a copy if awarded the contract?

**2.16 Describe your payment integrity functions to protect against payment errors and fraud.**

Response

**2.17 Confirm you have uploaded a document to the Reference files from Vendor section confirming appropriate licensure/certification by the State of Missouri. Name the document "Q2.17 State of Missouri License".**

Confirmed

Not confirmed (please explain)

**Account Management and Implementation**

**3.1 Complete the following table regarding the team that would be compiled for MCHCP.**

Name						

		Role for MCHCP	Brief work experience bio	Number of years at your organization	Number of years in their current role	Number of current accounts in this same role	Maximum number of accounts
Strategic Account Executive	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Account Manager	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Clinical Resource	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Implementation Coordinator	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Claims Coordinator	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
IT Resource	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Member Services	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**3.2 Describe the consultative services your account team will provide to MCHCP.**

Response

**3.3 Confirm you have uploaded an organizational chart for the proposed account team, showing lines of authority up to and including the executive management level. Upload the file to the Reference Files from Vendor section, and name the document "Q3.3 Organizational Chart". Include all functions such as claims, member services, billing, location, etc.**

Confirmed

Not confirmed (please explain)

**3.4 Confirm you have uploaded a detailed implementation plan that assumes a January 1, 2020 implementation date. Upload the file to the Reference Files from Vendor section, and name the document "Q3.4 Implementation Plan". The plan must include a list of specific implementation tasks/transition protocols and a timetable for initiation and completion of such tasks.**

Confirmed

Not confirmed (please explain)

**3.5 What services and support are provided and what information is needed from MCHCP in order to expedite implementation? Be specific.**

Response

**Member Incentives**

**4.1 Please describe your best practices approach for administering incentives to employees for selecting lower cost/higher quality providers, including, but not limited to, cash rewards, waiver of cost sharing, verifying the member's qualification for reward.**

Response

**4.2 What tools are used to provide information to members - internally developed tools or external vendor tools?**

Internally developed tools (please describe)

External vendor tools (please describe)

**4.3 For what medical procedures/services do you provide cost data? Be specific.**Response **4.4 Describe your methodology for determining the reference-based prices (e.g., average costs) for each procedure.**Response **4.5 Describe your source for obtaining cost data (carriers, public sources, other) and what source do you propose for MCHCP?**Response **4.6 Are you able to incorporate an individual's MCHCP plan design into your system?** Yes (please describe) No (please explain)**4.7 Provide a description of how you evaluate and recommend a reward level (e.g., flat dollar, percentage of savings, waiver of deductible/coinsurance) for each procedure whether it is cash, waiver of cost sharing, or other modality.**Response **4.8 Does your incentive program apply to network providers only or do you include non-network providers?** Yes (please describe) No (please explain)**4.9 Describe your approach to measurement. What activities and outcomes are tracked to demonstrate program impact?**Response **4.10 Confirm you have provided a set of sample program reports and specify the frequency with which various reports are provided. Upload the file to the Reference Files from Vendor section, and name the file "Q4.10 Incentive Program Reports".** Confirmed Not confirmed (please explain)**4.11 Do you include a satisfaction survey as part of your program? If so, what are your most recent book of business results?** Yes (please describe results) No (please explain)**4.12 What results (clinical, etc.) does your program typically achieve and what are the primary factors that are required to deliver a successful program?**

Results achieved

Primary factors required for successful program

**4.13 How do you measure ROI? Please provide the methodology used and any measurable results from actual client experience that can be tied to your ROI calculation. If necessary to provide a complete response, upload a file to the Reference Files from Vendor section, and name the file "Q4.13 Incentive Program ROI".**

Response

**4.14 Describe your quality control process. How do you ensure that projected prices are accurate? What records are kept of prior projections? What percent of your pricing data is within 10% of actual prices and what percent is 100% accurate?**

Response

**4.15 Do you provide quality measures for both individual providers and facilities?**

Individual providers (please describe)

Facilities (please describe)

**4.16 Explain how you measure provider quality and facility quality. Please list any metrics or methodologies used, along with their sources.**

	Metrics or methodologies used	Source
Provider quality	<input type="text"/>	<input type="text"/>
Facility quality	<input type="text"/>	<input type="text"/>

**4.17 Who do you partner with to provide quality data? Please include all sources of quality data, along with examples of the type of data provided by each source.**

	Name of source	Examples of type of data provided
Source 1	<input type="text"/>	<input type="text"/>
Source 2	<input type="text"/>	<input type="text"/>
Source 3	<input type="text"/>	<input type="text"/>
Source 4	<input type="text"/>	<input type="text"/>
Source 5	<input type="text"/>	<input type="text"/>

**4.18 How frequently is your quality data updated?**

Response

**4.19 What quality data is incorporated in the consumer-facing portal? Please list sources and types of information (e.g., specify if you include hospital and provider data and the level of specificity for each).**

	Name of source	Examples of type of data provided
Source 1	<input type="text"/>	<input type="text"/>
Source 2	<input type="text"/>	<input type="text"/>
Source 3	<input type="text"/>	<input type="text"/>
Source 4	<input type="text"/>	<input type="text"/>
Source 5	<input type="text"/>	<input type="text"/>

**4.20 Please describe your experience with increasing member participation in the reward programs you offer.**

Response

**4.21 Please describe your best practices for managing the tax implications of monetary incentive rewards to employees for selecting lower cost/higher quality providers, including how you track and issue necessary tax documents.**

Response

**4.22 What do you require from MCHCP's Medical Plan TPA and/or PBM to administer the program?**

Response

**4.23 Do you have any geographic limitations for your member incentive reward program?**

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

**Member Services and Program Administration**

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

Location(s)

Days and hours of operation including observed holidays

Number of member services representatives (MSR) assigned to MCHCP account

Number of other clients assigned MSR's are responsible for (average # per rep)

Experience level of staff (average # of yrs)

**5.2 How can members access MSR's? What is your book of business percentage of members that utilize each method?**

	Available (Yes/No)	Percent of members utilizing (X.XX)
Phone (Voice)	<input type="text"/>	<input type="text"/> %
Secure email	<input type="text"/>	<input type="text"/> %
Browser-based chat service	<input type="text"/>	<input type="text"/> %
Smartphone-based text messaging	<input type="text"/>	<input type="text"/> %
Written correspondence	<input type="text"/>	<input type="text"/> %
Other (please describe)	<input type="text"/>	<input type="text"/> %

**5.3 Describe the structure of the member service team. Note preference is given to those organizations offering a designated team with some dedicated MSR's.**

Response

**5.4 What services are available to accommodate special populations, including non-English speaking and hearing and vision impaired? Please include the ability to translate member materials in either a non-English language or Braille if requested by a member.**

Response

**5.5 Are all calls documented and/or recorded?**

	Yes (please describe, including length of time documentation/recording is retained)	No
Documented	<input type="radio"/> <input type="text"/>	<input type="radio"/>
Recorded	<input type="radio"/> <input type="text"/>	<input type="radio"/>

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

- Calls transferred to another call center

- Voice mail  
 IVR  
 Other (please explain)

**5.7 Provide the following statistics for the member services office to be used by MCHCP:**

	2018	2019 YTD
Ratio of representatives to 1,000 members	<input type="text"/>	<input type="text"/>
Blockage rate (percentage)	<input type="text"/>	<input type="text"/>
Abandonment rate (percentage)	<input type="text"/>	<input type="text"/>
Average speed to answer (in seconds)	<input type="text"/>	<input type="text"/>
Average turnover rate (percentage)	<input type="text"/>	<input type="text"/>
First call resolution rate (percentage)	<input type="text"/>	<input type="text"/>

**5.8 Describe any creative/innovative approaches to ensure the highest levels of member service.**

Response

**5.9 Confirm you have uploaded samples of the communications materials included in your financial proposal that you use to communicate with members. Sample materials must be uploaded to the Reference Files from Vendor section, and named "Q5.9 Member Communications".**

- Confirmed  
 Not confirmed (please explain)

**Technology and Security**

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

Response

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

Response

**6.3 Describe your process for addressing security breaches.**

Response

**6.4 Have you ever experienced a security breach involving PHI?**

- Yes (provide details on when the breach occurred, actions taken and corrections implemented)  
 No

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

Yes (please describe)

No (please explain)

**6.6 Do you support modern browsers/browser versions that support HTML5 and advanced security?**

- Yes (please describe)  
 No (please explain)

**6.7 Are mobile apps available for use by your membership?**

Yes (please describe)

No (please explain)

**6.8 Confirm your email service supports TLS (1.1 or higher) for secure email with MCHCP staff.**

Confirmed (please describe, including which version)

Not confirmed (please explain)

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

Response

**6.10 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 "Q6.10 Reliability Metrics".**

Confirmed

Not confirmed (please explain)

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

Support single sign-on using SAML

Support single sign-on using different standard (please list)

Do not support single sign-on (please explain)

**6.12 Confirm you have uploaded an executive summary of your disaster recovery and business continuity plan in the Reference Files from Vendor section, and named the document "Q6.12 Disaster Recovery Plan".**

Confirmed

Not confirmed (please explain)

**6.13 Confirm you have uploaded a copy of the summary findings for your most recent testing exercise of your disaster recovery and business continuity plan. Upload the document to the Reference Files from Vendor section, and name the file "Q6.13 Disaster Recovery Plan Testing".**

Confirmed

Not confirmed (please explain)

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

Response

**6.15 Do you have a SOC cybersecurity examination or other independent examination performed? If so, are you willing to provide a copy of the report if awarded the contract?**

Yes (please describe)

No (please explain)

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

Web - unique visitors	<input type="text"/>
Mobile device app-based - unique downloads	<input type="text"/>
Registrations - percentage of total enrolled that have registered for web-based online resources	<input type="text"/> %
Web - average time spent (ATS) per visit (in minutes)	<input type="text"/>
Web bounce rate percentage - percentage of logins that results in the member getting logged out	<input type="text"/> %
Online account usage - percentage of total enrolled population who has used the online account two or three years after registering	<input type="text"/> %
Email addresses - percentage of emails obtained from the total enrolled population	<input type="text"/> %

**Reporting**

**7.1 Does your organization currently provide data to a decision support system vendor (check all that apply)?**

IBM Watson Health

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

No

**7.2 Describe your organization's ability to customize financial reports.**

Response

**7.3 Confirm you have uploaded copies of the standard customer service reports that will be made available to satisfy the requirements stated in Exhibit B, Section 6.2 to the Reference Files from Vendor section. Name the document "Q7.3 Customer Service Reports".**

Confirmed

Not confirmed (explain)

**7.4 Confirm you have provided samples of the standard (cost included in the base fee) reporting package. Upload the file to the Reference Files from Vendor section, and name the file "Q7.4 Sample Reporting Package".**

Confirmed

Not confirmed (please explain)

**7.5 Describe your capability to produce ad hoc reports at MCHCP's request, including average turnaround time, how such requests are typically handled and billed, and if you can send these reports via email in encrypted format.**

Response

**7.6 Do you have online ad hoc reporting tools for use by MCHCP?**

Yes, at no additional cost (please provide the necessary credentials for the evaluation team to view the tool)

Yes, at an additional cost (please provide the necessary credentials, and include the additional cost in Supplemental Pricing)

No (please explain)

**Performance Guarantees - on MCHCP's Book of Business**

**8.1 Reward turnaround time - The following category will be reported and measured quarterly beginning January 1, 2020.**

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Percent of MCHCP member rewards processed within 10 business days	95%	<input type="text"/>	<input type="text"/>	For each full percentage point below standard, \$1,000 plus \$0.10 PEPM	<input type="text"/>

**8.2 Reward processing accuracy - The following categories will be reported and measured quarterly beginning January 1, 2020.**

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Percent of MCHCP member rewards free of financial error	99%	<input type="text"/>	<input type="text"/>	For each full percentage point below standard, \$1,000 plus \$0.10 PEPM	<input type="text"/>
Percent of MCHCP member rewards processed correctly	97%	<input type="text"/>	<input type="text"/>	For each full percentage point below standard, \$1,000 plus \$0.10 PEPM	<input type="text"/>

**8.3 Member Service - Average response time. The following category will be measured and reported quarterly beginning January 1, 2020.**

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Average number of seconds for MCHCP member calls to be answered by a live customer service representative	30 seconds or less	<input type="text"/>	<input type="text"/>	For each full second above standard, \$1,000 plus \$0.10 PEPM	<input type="text"/>
If utilized, average number of days for a secure message from MCHCP member to be responded to	1 business day or less	<input type="text"/>	<input type="text"/>	For each full day above standard, \$1,000 plus \$0.10 PEPM	<input type="text"/>

**8.4 Member Service - Average abandonment rate. The following category will be measured and reported quarterly beginning January 1, 2020.**

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Percent of MCHCP calls abandoned	4%	<input type="text"/>	<input type="text"/>	For each full percentage point above standard, \$1,000 plus \$0.10 PEPM	<input type="text"/>

**8.5 Member Service - Call quality score. The following category will be measured and reported quarterly beginning January 1, 2020.**

	<b>Guarantee</b>	<b>Will you guarantee this standard (Yes or No)</b>	<b>Describe your measurement process</b>	<b>Minimum amount at risk</b>	<b>Maximum dollar amount at risk</b>
Minimum call quality satisfaction	90%	<input type="text"/>	<input type="text"/>	For each full percentage point below standard, \$1,000 plus \$0.10 PEPM	<input type="text"/>

**8.6 Written communication with MCHCP membership. The following category will be measured and reported quarterly beginning January 1, 2020.**

	<b>Guarantee</b>	<b>Will you guarantee this standard (Yes or No)</b>	<b>Describe your measurement process</b>	<b>Minimum amount at risk</b>	<b>Maximum dollar amount at risk</b>
MCHCP requires approval of all written communications and marketing material used by the contractor to communicate with MCHCP members	MCHCP must approve 100% of written communications	<input type="text"/>	<input type="text"/>	For each instance when material was not submitted to MCHCP for approval, \$1,000 plus \$0.10 PEPM	<input type="text"/>

**8.7 Implementation - Reward Incentive Program readiness. The following category will be measured January 1, 2020.**

	<b>Guarantee</b>	<b>Will you guarantee this standard (Yes or No)</b>	<b>Describe your measurement process</b>	<b>Minimum amount at risk</b>	<b>Maximum dollar amount at risk</b>
Reward Incentive Program Readiness - Eligibility information loaded and tested on system a minimum of one month prior to the effective date	No later than one month prior to effective date	<input type="text"/>	<input type="text"/>	Contractor must agree to place three (3) percent of annual administrative fees at risk across all implementation performance guarantees for the successful implementation of MCHCP's plan on January 1, 2020.	<input type="text"/>

**8.8 Implementation - Member Services Center. The following category will be measured January 1, 2020.**

	<b>Guarantee</b>	<b>Will you guarantee this standard (Yes or No)</b>	<b>Describe your measurement process</b>	<b>Minimum amount at risk</b>	<b>Maximum dollar amount at risk</b>
Member Service Center ready to respond to	No later than stated deadline	<input type="text"/>	<input type="text"/>	Contractor must agree to place three (3) percent of annual administrative fees at risk across all implementation	<input type="text"/>

member inquiries prior to open enrollment				performance guarantees for the successful implementation of MCHCP's plan on January 1, 2020.	
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**8.9 Implementation - Data Transfer Setup. The following category will be measured January 1, 2020.**

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum dollar amount at risk
All data transfer setup requirements with MCHCP's data vendor (currently IBM Watson Health) completed by January 1, 2020	100%	<input type="text"/>	MCHCP's data vendor will report to MCHCP	Contractor must agree to place three (3) percent of annual administrative fees at risk across all implementation performance guarantees for the successful implementation of MCHCP's plan on January 1, 2020.	<input type="text"/>

**8.10 Eligibility - Timeliness of installations. The following category will be measured and reported quarterly beginning January 1, 2020.**

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Electronic eligibility files will be installed and eligibility status will be effective within an average of 24 hours of receipt	95% loaded within 24 hours	<input type="text"/>	<input type="text"/>	For each full hour beyond 24 hours, \$1,000 plus \$0.10 PEPM	<input type="text"/>

**8.11 Eligibility - Accuracy of installations. The following category will be measured and reported quarterly beginning January 1, 2020.**

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Electronic eligibility records loaded with 99.5% accuracy. This standard is contingent upon receipt of clean eligibility data delivered in an agreed upon format.	99.5%	<input type="text"/>	<input type="text"/>	For each full percentage point below standard, \$1,000 plus \$0.10 PEPM	<input type="text"/>

**8.12 Account management - Satisfaction. The following category will be measured and reported annually beginning January 1, 2020.**

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
		<input type="text"/>	<input type="text"/>		<input type="text"/>

Contractor guarantees MCHCP's satisfaction with account management services	Satisfactory or better			\$1,000 plus \$0.10 PEPM	
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**8.13 Account management - Responsiveness. The following category will be measured and reported quarterly beginning January 1, 2020.**

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Timely issues acknowledgement by the account management team (e.g. issues resolvable by account management are acknowledged and responded to within 8 business hours)	Acknowledgement within 8 business hours	<input type="checkbox"/>	<input type="checkbox"/>	For each incident not acknowledged within 8 business hours, \$500 plus \$0.10 PEPM	<input type="checkbox"/>
Timely issues resolution by the account management team (e.g. issues resolvable by account management are resolved within 10 business days)	Resolution within 10 business days	<input type="checkbox"/>	<input type="checkbox"/>	For each incident not resolved within 10 business days, \$500 plus \$0.10 PEPM	<input type="checkbox"/>

**8.14 Reporting - The following categories will be reported and measured quarterly beginning January 1, 2020. Penalties will be applied for each month the contractor fails to meet these standards.**

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum dollar amount at risk
Incentive file must be submitted to MCHCP's data vendor no later than 15th of the month for prior month's services	100%	<input type="checkbox"/>	MCHCP's data vendor will report to MCHCP	For each incident, \$1,000 plus \$0.10 PEPM	<input type="checkbox"/>
Incentive file must be submitted to MCHCP's data vendor in proper format on first submission of the month	100%	<input type="checkbox"/>	MCHCP's data vendor will report to MCHCP	For each incident, \$1,000 plus \$0.10 PEPM	<input type="checkbox"/>
Data submission to MCHCP's data vendor must include 99 percent of all required financial fields	99%	<input type="checkbox"/>	MCHCP's data vendor will report to MCHCP	For each incident, \$1,000 plus \$0.10 PEPM	<input type="checkbox"/>
Data submission to MCHCP's data vendor must include all required fields (subscriber SSN, member DOB, and member gender)	100%	<input type="checkbox"/>	MCHCP's data vendor will report to MCHCP	For each incident, \$1,000 plus \$0.10 PEPM	<input type="checkbox"/>
Data submission to MCHCP's data vendor must	100%	<input type="checkbox"/>		For each incident,	<input type="checkbox"/>

include all required key fields (diagnostic coding, provider type, provider ID, etc.)			MCHCP's data vendor will report to MCHCP	\$1,000 plus \$0.10 PEPM	
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**8.15 Reporting - Member Service.** The following category will be reported and measured quarterly beginning on January 1, 2020.

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum dollar amount at risk
Member service reporting must be submitted to MCHCP in the agreed upon format and within 30 days of end of quarter.	Due within 30 days of end of quarter	<input type="checkbox"/>	MCHCP will determine acceptability of report	For each day beyond deadline for submission, \$1,000 plus \$0.10 PEPM	<input type="checkbox"/>

**8.16 Confirm your willingness to submit your performance metric results via an online tool.**

Confirmed

Not confirmed (please explain)

**8.17 Please provide any creative performance guarantees to help ensure MCHCP receives the highest level of customer and client service. If necessary to provide a complete response, upload a file to the Reference Files from Vendor section, and name the file "Q8.17 Additional Performance Guarantees".**

Response

**8.18 Please describe any ROI and/or performance guarantees you will offer regarding member incentives. If necessary to provide a complete response, upload a file to the Reference Files from Vendor section, and name the file "Q8.18 Member Incentive Performance Guarantees".**

Response

## Financial

**9.1 Confirm that your fees are quoted on a mature basis for year one.**

Confirmed

Not confirmed (please explain)

**9.2 Under what conditions do you reserve the right to change your administrative fees? Specify the percentage limits you apply and the resulting change in fees.**

Response

**9.3 Confirm you have provided a detailed description of all business partners, joint ventures, outsourcing and co-sourcing relationships currently in place to support your firm's payment integrity business and legal functions. Upload the file to the Reference Files from Vendor section, and name the file "Q9.3 Business Partners".**

Confirmed

Not confirmed (please explain)

**9.4 Will any of your business partners, joint ventures, outsourcing and co-sourcing relationships currently in place to support your firm's payment integrity business and legal functions expire or terminate prior to the end of the proposed contract with MCHCP.**

- Yes (please describe)
- No

**9.5 Are you willing to fund up to \$45,000 for a Pre-Implementation Audit to be performed by Willis Towers Watson or the auditor of choice for MCHCP?**

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

**MBE-WBE Participation Commitment**

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

**10.1 MBE Participation Commitment Table**

	<b>Name of Qualified Minority Business Enterprise (MBE) Proposed</b>	<b>Committed Percentage of Participation for MBE</b>	<b>Description of Products/Services to be Provided by MBE</b>
Company 1	<input style="width: 100px; height: 15px;" type="text"/>	<input style="width: 50px; height: 15px;" type="text"/> %	<input style="width: 100px; height: 15px;" type="text"/>
Company 2	<input style="width: 100px; height: 15px;" type="text"/>	<input style="width: 50px; height: 15px;" type="text"/> %	<input style="width: 100px; height: 15px;" type="text"/>
Company 3	<input style="width: 100px; height: 15px;" type="text"/>	<input style="width: 50px; height: 15px;" type="text"/> %	<input style="width: 100px; height: 15px;" type="text"/>
Company 4	<input style="width: 100px; height: 15px;" type="text"/>	<input style="width: 50px; height: 15px;" type="text"/> %	<input style="width: 100px; height: 15px;" type="text"/>
Total MBE Percentage	<input style="width: 100px; height: 15px;" type="text"/>	<input style="width: 50px; height: 15px;" type="text"/> %	<input style="width: 100px; height: 15px;" type="text"/>

**10.2 WBE Participation Commitment Table**

	<b>Name of Qualified Women Business Enterprise (WBE) Proposed</b>	<b>Committed Percentage of Participation for WBE</b>	<b>Description of Products/Services to be Provided by WBE</b>
Company 1	<input style="width: 100px; height: 15px;" type="text"/>	<input style="width: 50px; height: 15px;" type="text"/> %	<input style="width: 100px; height: 15px;" type="text"/>
Company 2	<input style="width: 100px; height: 15px;" type="text"/>	<input style="width: 50px; height: 15px;" type="text"/> %	<input style="width: 100px; height: 15px;" type="text"/>
Company 3	<input style="width: 100px; height: 15px;" type="text"/>	<input style="width: 50px; height: 15px;" type="text"/> %	<input style="width: 100px; height: 15px;" type="text"/>
Company 4	<input style="width: 100px; height: 15px;" type="text"/>	<input style="width: 50px; height: 15px;" type="text"/> %	<input style="width: 100px; height: 15px;" type="text"/>
Total WBE Percentage	<input style="width: 100px; height: 15px;" type="text"/>	<input style="width: 50px; height: 15px;" type="text"/> %	<input style="width: 100px; height: 15px;" type="text"/>

**Scope of Work**

**11.1 Confirm you will meet all Reward Incentive Services requirements stated in Exhibit B, Section B1.**

- Confirmed
- Not confirmed (please explain)

**11.2 Confirm you will meet all Coordination with MCHCP Business Associates requirements stated in Exhibit B, Section B2.**

- Confirmed
- Not confirmed (please explain)

**11.3 Confirm you will meet all Account Management requirements as stated in Exhibit B, Section B3.**

Confirmed

Not confirmed (please explain)

**11.4 Confirm you will meet all Member Service requirements as stated in Exhibit B, Section B4.**

Confirmed

Not confirmed (please explain)

**11.5 Confirm you will meet all Implementation requirements as stated in Exhibit B, Section B5.**

Confirmed

Not confirmed (please explain)

**11.6 Confirm you will meet all Reporting Requirements stated in Exhibit B, Section B6.**

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

**11.9 Confirm you will meet all Reward Incentives requirements as stated in Exhibit B, Section B9.**

Confirmed

Not confirmed (please explain)

**11.10 Confirm you will meet all Reward Incentive Payment Processing requirements as stated in Exhibit B, Section B10.**

Confirmed

Not confirmed (please explain)

**11.11 Confirm you will meet all Reward Incentive Payments requirements as stated in Exhibit B, Section B11.**

Confirmed

Not confirmed (please explain)

**11.12 Confirm you will meet all Administrative Fee Payment requirements as stated in Exhibit B, Section B12.**

Confirmed

Not confirmed (please explain)

**11.13 Confirm you will meet all Performance Standard requirements as stated in Exhibit B, Section B13.**

Confirmed

Not confirmed (please explain)

**11.14 Confirm you will meet all Funding requirements as stated in Exhibit B, Section B14.**

- Confirmed  
 Not confirmed (please explain)

**Attachment Checklist**

**12.1 Confirm the following have been provided with your proposal. A check mark below indicates they have been uploaded to the Reference Files from Vendor section of the RFP.**

- Q2.10 E&O Insurance
- Q2.12 Economic Impact
- Q2.13 Audited Financial Statements
- Q2.17 State of Missouri License
- Q3.3 Organizational Chart
- Q3.4 Implementation Plan
- Q4.10 Incentive Program Reports
- Q4.13 Incentive Program ROI
- Q5.9 Member Communications
- Q6.10 Reliability Metrics
- Q6.12 Disaster Recovery Plan
- Q6.13 Disaster Recovery Plan Testing
- Q7.3 Customer Service Reports
- Q7.4 Sample Reporting Package
- Q8.17 Additional Performance Guarantees
- Q8.18 Member Incentive Performance Guarantees
- Q9.3 Business Partners

## 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, 2020 through December 31, 2020. 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, 2020) is a firm, fixed price. The submitted prices for the subsequent (2nd - 5th) years of the contract period (January 1 - December 31, 2021, January 1 - December 31, 2022, January 1 - December 31, 2023, and January 1 - December 31, 2024 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. Audits must be conducted by a firm selected by MCHCP.

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

- Confirmed
- Not confirmed (please explain)

**1.8 Force Majeure:** Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, and strikes other than by Contractor's or its subcontractor's employees.

- Confirmed
- Not confirmed (please explain)

**1.9 Governing Law:** This Contract shall be governed by the laws of the State of Missouri and shall be deemed executed at Jefferson City, Cole County, Missouri. All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.

- Confirmed
- Not confirmed (please explain)

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

- Confirmed
- Not confirmed (please explain)

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

- Confirmed
- Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

**1.16 Ownership:** All data developed or accumulated by Contractor under this Contract shall be owned by MCHCP. Contractor may not release any data without the written approval of MCHCP. MCHCP shall be entitled at no cost and in a timely manner to all data and written or recorded material pertaining to this Contract in a format acceptable to MCHCP. MCHCP shall have unrestricted authority to reproduce, distribute, and use any submitted report or data and any associated documentation that is designed or developed and delivered to MCHCP as part of the performance of this Contract.

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

**1.18 Rights and Remedies:** If this Contract is terminated, MCHCP, in addition to any other rights provided for in this Contract, may require Contractor to deliver to MCHCP in the manner and to the extent directed, any completed materials. In the event of termination, Contractor shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by MCHCP subject to any offset by MCHCP for actual damages. The rights and remedies of MCHCP provided for in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

**1.20 Statutes:** Each and every provision of law and clause required by law to be inserted or applicable to the services provided in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the Contract shall be amended to make such insertion or correction.

Confirmed

Not confirmed (please explain)

**1.21 Termination Right:** Notwithstanding any other provision, MCHCP reserves the right to terminate this Contract at the end of any month by giving thirty (30) days notice.

Confirmed

Not confirmed (please explain)

**1.22 Off-shore Services:** All services under this Contract shall be performed within the United States. Contractor shall not perform, or permit subcontracting of services under this Contract, to any off-shore companies or locations outside of the United States. Any such actions shall result in the Contractor being in breach of this Contract.

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

**1.25 Americans with Disabilities Act (ADA):** Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act (ADA), Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of such disability. As a condition of accepting this Contract, Contractor agrees to comply with all regulations promulgated under ADA which are applicable to all benefits, services, programs, and activities provided by MCHCP through contracts with outside contractors.

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

**1.29 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)

**1.30 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)

**1.31 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)

**1.32 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)

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

Confirmed

Not confirmed (please explain)

**1.34 Insurance and Liability:** Contractor must maintain sufficient liability insurance, including but not limited to general liability, professional liability, and errors and omissions coverage, to protect MCHCP against any reasonably foreseeable recoverable loss, damage or expense under this engagement. Contractor shall provide proof of such insurance coverage upon request from MCHCP. MCHCP shall not be required to purchase any insurance against loss or damage to any personal property to which this Contract relates. Contractor shall bear the risk of any loss or damage to any personal property in which Contractor holds title.

Confirmed

Not confirmed (please explain)

**1.35 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)

**1.36 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)

**1.37 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)

**1.38 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)

**1.39 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)

**1.40 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)

**1.41 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)

**1.42 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)

**1.43 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)

**1.44 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)

**1.45 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)

**1.46 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)

**1.47 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)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

**Missouri Consolidated Health Care Plan  
Responses to Vendor Questions  
2020 Member Reward Incentive Program RFP  
May 9, 2019**

**These responses are provided by MCHCP to questions received from potential bidders for the 2020 Member Reward Incentive Program RFP.**

<b>General</b>	<b>Response</b>
1 Are there specific character limits within the responses to the RFP?	Yes, text responses are limited to 1,000 characters. Additionally, questions that are requesting a numeric or percentage response will not permit a text response. If necessary to provide a complete response, bidders may upload a document to further explain a text response.
2 The RFP calls for submission of a fixed-price bid. Is MCHCP willing to accept alternative pricing models such as shared savings? If so, how would that model be evaluated in terms of RFP scoring? Also, how would alternative pricing models be submitted and outlined within the DirectPath software?	No, PEPM pricing is required.

**Missouri Consolidated Health Care Plan  
Response to Vendor Question  
2020 Member Reward Incentive Program RFP  
May 14, 2019**

**This response is provided by MCHCP to a question received from a potential bidder for the 2020 Member Reward Incentive Program RFP.**

**Questionnaire**

**Response**

1	Question 5.2 asks for the book of business percentage of members that utilize each method for accessing MSRs. Are you looking for the percnetage of our total membership that utilizes each method or a breakdown by percentage of those that inbound?	We are asking for the percentage of your total membership that utilizes each method.
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**Missouri Consolidated Health Care Plan  
Responses to Vendor Questions  
2020 Member Reward Incentive Program RFP  
May 15, 2019**

**These responses are provided by MCHCP to questions received from potential bidders for the 2020 Member Reward Incentive Program RFP.**

**Questionnaire**

**Response**

1	Question 2.4 asks for the number of groups our organization services for member rewards broken down by size. To clarify, does the number of employees refer to the total number of persons employed by our client, number of employees eligible for rewards or total members eligible for rewards?	The number of employees refers to the number of employees employed by your clients.
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**Exhibit A-6 Sample Contract**

**Response**

1	Is the Term for Convenience section 7.3 of the Sample Contract required by statute or regulation? If so, can you please provide reference to the statute/regulation?	While not statutorily required, the language is modeled after standard language used by the State of Missouri. As a body corporate of the State, MCHCP retains maximum flexibility in its contracts.
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**General**

**Response**

1	If we submit a proposal but are not awarded a contract through the RFP process, will the documents submitted as part of the unsuccessful bid still be subject to public disclosure on request pursuant to the Missouri Sunshine Law? The instructions are a little ambiguous on this matter.	<b>ALL</b> 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.
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**Missouri Consolidated Health Care Plan  
Response to Vendor Question  
2020 Member Reward Incentive Program RFP  
May 16, 2019**

**This response is provided by MCHCP to a question received from a potential bidder for the 2020 Member Reward Incentive Program RFP.**

**Questionnaire**

**Response**

1	How should we identify in our response to Q2.4 that our employee counts by client are based on the number of employees eligible to access our solution and receive awards (aka enrolled in medical) vs. the total employed? Our clients do not provide us with data on their employee population outside of those enrolled in medical and we are unable to provide a response using the definition of total employees employed by our clients.	Please upload an additional attachment to the Reference Files from Vendor section that defines your response. Name the file in such a way that it will be easily identified as a clarification to your response to Q2.4.
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**Missouri Consolidated Health Care Plan  
Response to Vendor Question  
2020 Member Reward Incentive Program RFP  
May 17, 2019**

**This response is provided by MCHCP to a question received from a potential bidder for the 2020 Member Reward Incentive Program RFP.**

**Questionnaire**

**Response**

1	According to the Evaluation Criteria, up to 100 finalist bonus points are available for award. Will these points be aggregated with the financial and non-financial points awarded to a bidder during the initial evaluation phase to determine a cumulative total for each finalist or will their award be used to evaluate finalists independent of prior points earned?	Finalist points will be added to the 500 financial and 500 non-financial points to determine the contract awardee. Awards are subject to successful contract negotiations.
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**Missouri Consolidated Health Care Plan  
Response to Vendor Question  
2020 Member Reward Incentive Program RFP  
May 21, 2019**

**This response is provided by MCHCP to a question received from a potential bidder for the 2020 Member Reward Incentive Program RFP.**

**Questionnaire**

**Response**

1	How can we remove a reference file already uploaded?	Please contact DirectPath Support at support@directpathhealth.com or by phone at 800-979-9351 for technical assistance.
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