

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:

Activity	Timing
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

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.

Type	Document Name
Questionnaire	Reward Incentive RFP Questionnaire
Questionnaire	Mandatory Contract Provisions Questionnaire
Pricing/Bid	Reward Incentive Pricing
Response	Exhibit A-1 Intent to Bid.docx DUE: May 3, 2019
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, 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 15th, 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;
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 - 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.

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- 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

AR STANDARD Issue Layout - 01		
Field Name	Picture	Position & Length
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

AR STANDARD Paid Layout		
<i>*80-byte unpacked</i>		
Field Name	Picture	Position & Length
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.