

Introduction

Missouri Consolidated Health Care Plan (MCHCP) provides the health benefit program for most State of Missouri employees, retirees, and their dependents covering over 96,000 members (lives).

This document constitutes a request for sealed proposals from qualified organizations to provide an onsite health center to state of Missouri employees. Approximately 9,500 state employees work in the immediate area near the health center location.

MCHCP's Contracting Intentions:

- The purpose of this RFP is to select a company to operate an onsite health center. The *Strive for Wellness*[®] Health Center is located in the Truman State Office Building, 301 W. High St, Jefferson City, MO. A layout of the onsite health center is provided as Attachment 1.
- Any contract awarded from this RFP will be effective when signed by both parties. MCHCP intends for eligible employees to be able to continue seeking services from the health center on January 1, 2019.
- MCHCP reserves the right to reject any or all proposals, or to make a partial award.
- MCHCP reserves the right to select only some of the services proposed by the bidder and to add others that are included in the proposal at a later date.

Minimum Bidder Requirements

- Licensing – The bidder must be properly licensed and duly authorized to conduct business in Missouri. MCHCP requires the contractor to comply with all state and federal laws, rules and regulations affecting their conduct of business on their own behalf and on behalf of a covered entity such as MCHCP.
- Size and Experience – The bidder must currently provide onsite health center services to at least one employer that has 40,000 or more employees. The bidder must have been in operation and performing the services requested in this RFP for a minimum of five (5) years.
- Electronic Medical Record (EMR) Functionality – The bidder must have EMR functionality that includes patient registry, e-prescribing, auto reminders for preventive care and reporting, and clinical decision support tools.
- Electronic Appointment System – As part of its technology solution, the bidder must have web-based registration system whereby members may schedule an appointment. The registration system must also include the capability of generating real-time, same-day parking passes for near-site participants to allow them to utilize dedicated parking spaces for the length of appointment. The system must not issue more parking passes than parking spaces dedicated or issue parking passes for overlapping windows of time.
- HIPAA, OSHA, CLIA, HITECH, GINA, and PPACA – The bidder must have proven diligence and compliance with HIPAA, OSHA, CLIA, HITECH, GINA, and PPACA.

2019 Onsite Health Center RFP – Introduction and Instructions

- **Indemnification** – The contractor must indemnify, defend and hold MCHCP and the State of Missouri, its directors, officers, agents, and employees harmless against any and all claims, actions, or demands against MCHCP and the State of Missouri, its directors, officers, agents, and employees, and against any and all damages, liabilities, or expenses, including attorney’s fees, arising out of negligent acts or omissions of Contractor under this Agreement. Additional indemnification and insurance requirements are outlined in Exhibit B, Section 3.
- **Data Feeds** – Bidders shall agree to provide a regular data file to MCHCP’s designated data vendor (currently Truven Health Analytics, a part of IBM Watson Health). The timing and content of the submission will be negotiated prior to finalizing the contract award. At a minimum, the contractor must provide encounter data to MCHCP’s designated data vendor for all participants. Bidders may be required to demonstrate the ability to provide such data before a contract award is made.
- **Lease Agreement** – The bidder shall agree to lease the space located on the fourth (4th) floor of the Truman Building from the Office of Administration, Division of Facilities Management, Design and Construction and shall operate a health center in the leased space in accordance with the provisions outlined in the lease agreement to be included as part of the RFP. Additional information on this requirement will be provided in the Scope of Work.
- **Timely Submission** – All deadlines outlined are necessary to meet the timeline for this contract award. MCHCP may reject any submissions after respective deadlines have passed. All bidder documents and complete proposals must be received by the proposal deadline of April 30, 2018, as outlined in the timeline of events for this RFP. Late proposals will not be accepted. MCHCP reserves the right to modify a deadline or extend a deadline for all bidders, at its discretion.

Program Specifications

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

Background Information

- MCHCP is governed by the provisions of Chapter 103 of the Revised Statutes of Missouri. Under the law, MCHCP is directed to procure health care benefits for most state employees. Rules and regulations governing the plan can be found at the code of State Regulations, Title 22 – Missouri Consolidated Health Care Plan, Chapter 2 and by following this link <http://www.sos.mo.gov/adrules/csr/current/22csr/22csr.asp>.
- MCHCP’s current contract with Cerner will expire on December 31, 2018. The current monthly fees paid to Cerner are as follows:
 - Total Monthly Management Fee: \$45,032.82. Includes:
 - Administrative Fee
 - Salaries for:
 - 1 FTE - Advanced Registered Nurse Practitioner (ARNP);
 - 2 FTE - Medical Assistant (MA);

- 0.10 FTE – Collaborative Physician;
- 0.60 FTE – Behavioral Health Counseling Services Provider (Licensed Clinical Social Worker)
 - Communication/Marketing Costs
 - Clinic Management Fee Profit
 - Professional Licensing and Renewal Fees
 - Professional Liability/Malpractice Insurance Fees Staff Training
 - Uniform Allowance
 - Lease Fee
 - Ongoing Client Management Fee
 - Vacation Backfill
 - Equipment Maintenance
 - Ongoing Technology & Reporting
 - Medical Waste Removal
- Total Monthly Clinic Costs: \$5,675.00. Includes:
 - Medical Supplies/Ongoing Consumables
- Health Center Statistics 2017:
 - Health Center Visits = 3,781
 - Behavioral health counseling services were added in February 2017 and made up 4% of the total Health Center visits in 2017
 - Clinician Capacity Average = 70%
 - Total Patient Visit Growth Increase over 2016 = 26%
 - Returning Patient Visit Increase over 2016 = 44%
 - Patient Satisfaction Rate = 98%
 - Top Diagnoses
 - Pharyngitis
 - Sinusitis
 - Otitis
 - Cough
 - Anxiety
- Current number of state employees at buildings in and around the Capitol complex is approximately 4,786. These employees are within walking distance or in the same building as the Health Center. There are an additional 5,530 employees at other state office buildings within a 5 – 10 mile radius.

Assumptions and Considerations

Please submit your proposal using the DirectPath online submission tool no later than **Monday, April 30, 2018, 4 p.m. CT (5 p.m. ET)**. Due to the limited timeframe for proposal analysis and program implementation, **no individual deadline extensions will be granted.**

2019 Onsite Health Center RFP – Introduction and Instructions

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

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

Proposal Instructions

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

In order to be considered, you must respond to all sections of this RFP. Bidders are strongly encouraged to read the entire RFP prior to the submission of a proposal. The bidder must comply with all stated requirements. Bidders are expected to provide complete and concise answers to all questions. 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, 2018. If a contract is awarded, the cost proposal shall remain firm for the specified contract period.

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

Contract Term

The initial agreement is for the period of January 1, 2019 through December 31, 2019, with up to four additional one year contracts renewable at the sole option of the MCHCP Board of Trustees.

Clarification of Requirements

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

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

Schedule of Events

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

Activity	Timing
Online RFP Released	Wednesday, April 4, 2018 8 a.m. CT (9 a.m. ET)
Intent to Bid Document Due	Monday, April 9, 2018 4 p.m. CT (5 p.m. ET)
Question Submission Deadline	Tuesday, April 10, 2018 4 p.m. CT (5 p.m. ET)
MCHCP Responses to Submitted Questions	Monday, April 16, 2018 4 p.m. CT (5 p.m. ET)
All Questionnaires and Pricing Due	Monday, April 30, 2018 4 p.m. CT (5 p.m. ET)

2019 Onsite Health Center RFP – Introduction and Instructions

Finalist Interviews/Site Visits (if necessary)	Early June, 2018
Final Vendor Selection	Late June, 2018
Health Center Operational Date	January 1, 2019

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 **Tuesday, April 10, 2018, 4 p.m. CT (5 p.m. ET)**. Questions received after April 10 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 **Monday, April 16, 2018**.

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 cost proposals must be submitted no later than **4 p.m. CT (5 p.m. ET), Monday, April 30, 2018**.

Disclaimers

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

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

Confidentiality and Proprietary Materials

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

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

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

2019 Onsite Health Center RFP – Introduction and Instructions

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

Evaluation Criteria

Vendor Profile	80 points
Health Center Management	120 points
Quality Assurance	50 points
Program Integration	20 points
Communication Support	25 points
Outcomes Measurement and Reporting	45 points
Implementation and Account Management	50 points
Technology and Security	80 points
Hospital/Health System	30 points
Performance Guarantees	<u>100 points</u>
Sub-total – Non-financial points	600 points
Bonus Points – MBE/WBE Participation Commitment	10 points
Financial Proposal	<u>400 points</u>
	1,000 points

Finalist Evaluation:

Finalist Interview, References and/or Site Visit	100 points
--	------------

MCHCP will limit the number of finalists to the greater of two or all bidders receiving 85 percent of the non-financial points available (510 of 600 points).

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

2019 Onsite Health Center RFP – Introduction and Instructions

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 13 of the Onsite Health Center 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-6, 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-6, 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-6, 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

2019 Onsite Health Center RFP – Introduction and Instructions

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>

Pricing

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

Proposals shall include a fixed cost for program year January 1, 2019 – December 31, 2019, with guaranteed not-to-exceed maximum costs for program years beginning January 1, 2020 and January 1, 2021. Costs for program years beginning January 1, 2022 and 2023 will be negotiated. Any cost data submitted or related to the bidder's proposal including any cost data related to contractual extension options shall be subject to evaluation if deemed by MCHCP to be in the best interest of members of MCHCP.

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

Finalist Interview

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

Negotiation and Contract Award

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

- Negotiations may be conducted in person, in writing, or by telephone.
- Negotiations will only be conducted with bidders who provide potentially acceptable proposals. MCHCP reserves the right to limit negotiations to those bidders which received the highest

rankings during the initial evaluation phase. All bidders involved in the negotiation process will be invited to submit a best and final offer.

- Terms, conditions, prices, methodology, or other features of the bidder’s proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- The mandatory requirements of this RFP shall not be negotiable and shall remain unchanged unless MCHCP determines that a change in such requirements is in the best interest of MCHCP and its members.
- Bidder understands that the terms of any negotiation are confidential until an award is made or all proposals are rejected.

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

Renewal of Contract

The initial agreement is for the period of January 1, 2019 through December 31, 2019, with up to four (4) additional one-year renewals available at the sole option of the MCHCP Board of Trustees.

Proposed pricing for Years 2-3 (CY2020 and CY2021) of this contract, not to exceed the allowed maximum, shall be submitted prior to May 15 of the next plan year. Pricing for Years 4-5 (CY2022 and CY2023) will be negotiated and is due prior to May 15 of the next plan year.

Using Direct Path

The 2019 Onsite Health Center RFP contains 2 broad categories of items that you will need to work on via the DirectPath application:

1) Items Requiring a Response:

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

2) Reference Files from Event Administrator:

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

2019 Onsite Health Center RFP – Introduction and Instructions

All of these components can be found in the DirectPath application under the 2019 MCHCP Onsite Health Center 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 that are required for all bidders:

- Onsite Health Center Questionnaire
- Mandatory Contract Provisions Questionnaire

The questionnaires need to be completed and submitted to DirectPath by, **Monday, April 30, 2018, 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 Exhibit A-2 Health Clinic Pricing Worksheet

The financial worksheet (Exhibit A-2 Onsite Health Center Pricing Worksheet) may be accessed in *Items Requiring a Response*. The spreadsheet contains worksheets to collect fee quotations based on the current health center design. Please be certain to complete all worksheets. This document is due on the final bid deadline of **Monday, April 30, 2018, 4 p.m. CT (5 p.m. ET)**.

Notes Regarding Pricing

Quotes should assume:

- Health center appointments start: January 1, 2019
- Submitted costs for CY2019 shall be firm, while costs for CY2020 and CY2021 shall be submitted as “not-to-exceed” amounts. Allowed costs for CY2022 and CY2023 will be negotiated.
- Proposed costs are subject to negotiation prior to the award of a contract by MCHCP. Refer to this Instructions document for detailed cost proposal worksheet instructions.

2019 Onsite Health Center RFP – Introduction and Instructions

- Annual renewals are solely at the option of MCHCP. Renewal costs are due by May 15 of each year and are subject to negotiation.

Completing Other Response Documents

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

- Exhibit A-1 - Intent to Bid (due 4 p.m. CT, April 9, 2018)
- Exhibit A-3 – Proposed Bidder Modifications (due 4 p.m. CT, April 30, 2018)
- Exhibit A-4 – Confirmation Document (due 4 p.m. CT, April 30, 2018)
- Exhibit A-5 – Contractor Certification (due 4 p.m. CT, April 30, 2018)
- Exhibit A-6 – MBE-WBE Intent to Participate Document (due 4 p.m. CT, April 30, 2018)

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-7 – Sample MCHCP Contract (due 4 p.m. CT, April 30, 2018)
- Exhibit A-8 – MCHCP Business Associate Agreement (due 4 p.m. CT, April 30, 2018)

RFP CHECKLIST

Prior to the April 30, 2018 close date, be sure you have completed and/or reviewed each of the documents listed below.

Type	Document Name
Questionnaire	Onsite Health Center Questionnaire
Questionnaire	Mandatory Contract Provisions Questionnaire
Response	Exhibit A-1 Intent to Bid.doc Respond by: Monday, April 9, 2018
Response	Exhibit A-2 Onsite Health Center Pricing Worksheet.xlsx
Response	Exhibit A-3 Proposed Bidder Modifications.docx
Response	Exhibit A-4 Confirmation Document.docx
Response	Exhibit A-5 Contractor Certification.docx
Response	Exhibit A-6 MBE-WBE Intent to Participate Document.docx
Response	Exhibit A-7 Sample MCHCP Contract.docx
Response	Exhibit A-8 MCHCP Business Associate Agreement.docx
Reference	Introduction and Instructions – 2019 MCHCP Onsite Health Center RFP.pdf
Reference	Exhibit B – Scope of Work.docx
Reference	Exhibit C – General Provisions.docx
Reference	Attachment 1 – Health Center layout.pdf
Reference	Attachment 2 – State Owned Lease-Health Center Truman.pdf

Contact Information

We understand that content and technical questions may arise. All questions regarding this document and the selection process must be submitted through the online messaging module of the DirectPath application by **Tuesday, April 10, 2018, 4 p.m. CT (5 p.m. ET)**.

2019 Onsite Health Center RFP – Introduction and Instructions

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

EXHIBIT B
SCOPE OF WORK

B1. GENERAL REQUIREMENTS

- B1.1 The contractor shall provide onsite health center services for eligible state employees in accordance with the provisions and requirements of this document. The contractor understands that in carrying out its mandate under the law, MCHCP is bound by various statutory, regulatory and fiduciary duties and responsibilities and contractor expressly agrees that it shall accept and abide by such duties and responsibilities when acting pursuant to this engagement. The contractor agrees that any and all subcontracts entered into by the contractor for the purpose of meeting the requirements of this contract are the responsibility of the contractor. MCHCP will hold the contractor responsible for assuring that subcontractors meet all of the requirements of this contract and all amendments thereto. The contractor must provide complete information regarding each subcontractor used by the contractor to meet the requirements of this contract.
- B1.2 The contractor is obligated to follow the performance standards as agreed to in Section 11 of the Health Center Questionnaire.

B2. SPECIFIC REQUIREMENTS – The contractor shall:

- B2.1 Provide an onsite health center for eligible state employees. The *Strive for Wellness*[®] Health Center is located in the Truman State Office Building, 301 W. High St, Jefferson City, MO. The health center includes the following items and is not a cost of the contractor: furniture, decorations, telephone line and telephone.
- B2.2 Be responsible for selection, hiring, and oversight of staff required to meet the desired level and scope of services.
- B2.3 Be responsible for proper hiring and selection of necessary subcontractors or vendors to execute medical services not provided by the contractor.
- B2.4 Be responsible for the day-to-day operations of the health center during the life of the contract. The contractor agrees that they shall operate the health center for forty-five (45) hours per regular work week between the hours of 7:00 a.m. to 5:00 p.m., excluding State holidays, making it available to eligible employees for forty (40) hours during the afore-described time period. Hours available for eligible employees shall be Monday, Wednesday and Thursday 8:00 am to 1:00 pm and 2:00 pm to 5:00 pm; and Tuesday and Friday 7:00 am to 11:00 am and 12:00 pm to 4:00 pm. Alternate hours may be considered with MCHCP approval.
- B2.5 Behavioral health counseling services shall be available a minimum of 24 hours per week. MCHCP and the contractor will jointly evaluate the demand for behavioral health counseling services on an ongoing basis and adjust staffing as service needs grow.
- B2.6 Provide all medical supplies and equipment required for operation of the health center.
- B2.7 Provide access to Clinical Laboratory Improvement Amendments (CLIA)-waived laboratory services and other routine diagnostic services.

- B2.8 Collaborate with MCHCP to promote initiatives, including, but not limited to, MCHCP's worksite wellness program, *Strive for Wellness*[®], and health education promotions and strategies, such as but not limited to, preventive health screenings, health action campaigns, weight management programs, prevention awareness activities and events, and tobacco cessation services.
- B2.9 Collaborate with MCHCP and MCHCP vendor partners to refer and promote case management and covered medical and pharmacy services.
- B2.10 Provide electronic medical record functionality that includes patient registry, e-prescribing, auto reminders for preventive care and reporting, and clinical decision support tools.
- B2.11 Maintain an electronic appointment system as part of its technology solution. The appointment system will log and report on cancelled appointments, changes to appointments and length of appointments. The system will also accommodate and track walk-in requests.
- B2.12 Provide a designated account manager to MCHCP.
- B2.13 Conduct health center visitor/patient satisfaction surveys annually and share those results with MCHCP.
- B2.14 Provide monthly, quarterly and annual reporting regarding utilization of the health center.

B3. INDEMNIFICATION AND INSURANCE

- B3.1 The contractor shall at its sole expense carry the following insurance policies acceptable to MCHCP as follows:
 - Medical Professional Liability Coverage with a minimum of \$5 million per occurrence and \$10 million aggregate;
 - Workers' Compensation – statutory;
 - Commercial General Liability Insurance (including Products, Contractual, and Advertising Liability) with minimum \$3 million per occurrence combined single limit of liability;
 - Pollution Legal Liability Insurance with minimum \$3 million combined single limit per occurrence covering the sudden or gradual discharge, release or escape of pollutants or hazardous materials;
 - Errors and Omissions with minimum of \$3 million per occurrence combined single limit of liability.
 - The vendor may include an umbrella/excess liability policy to meet the minimum limits.

Each policy shall be submitted to MCHCP and (except worker's Compensation) shall be in such form as to protect the contractor, MCHCP and the State of Missouri, its directors, officers, and the agents and employees of MCHCP and the State of Missouri from any claims or damages for personal injury, including death and damage to property which may arise from acts of omissions of Seller under this Agreement. MCHCP and the State of Missouri shall be named as additional insureds. The insurance policies shall not limit the vendor's obligation to meet its indemnity obligations. Each insurer shall possess at least a Best's rating of A. The vendor shall provide MCHCP and the State of

Missouri a certificate of insurance. The vendor's failure to maintain all coverage shall be considered a material breach.

B4. LEASE REQUIREMENTS

- B4.1 The contractor shall lease space from the Office of Administration, Division of Facilities Management, Design and Construction (hereinafter referred to as the state agency), at the Harry S Truman State Office Building in accordance with the provisions and requirements stated herein and shall operate a health clinic in the leased space. The format of such lease is provided as Attachment 2.
- B4.2 The amount of rent will be adjusted annually, effective each January 1st, based on the cost of operations for the prior year as determined by the state agency in a manner consistent with the state agency's practices and procedures for calculating costs for other comparable facilities. The Monthly Management Fee bid as a guaranteed not-to-exceed will be adjusted annually to reflect any increase in lease fees.

B5. HEALTH CENTER STAFFING

- B5.1 Key Personnel – Contractor shall provide health center staffing to perform the activities called for in this RFP including but not limited to:
 - B5.1.1 Collaborative Physician (MD) to provide collaborative support and supervision
 - B5.1.2 Advanced Practice Registered Nurse (APRN) to diagnose, treat and prescribe under the supervisory physician
 - B5.1.3 Licensed Clinical Social Worker or Licensed Psychologist
 - B5.1.4 Registered Nurse (RN), Licensed Practical Nurse (LPN) or Physician Assistant (PA) who directs, initiates, and implements patient care plans and provides nursing care and on-site services
 - B5.1.5 Medical Assistant (MA) to provide basic administration, gather information from patients, and draw and collect blood samples
- B5.2 The contractor must assure that all tasks are conducted by the appropriate person (for example, chart reviews must be conducted by an appropriately licensed clinical person).
- B5.3 The contractor must provide staff qualified/licensed in the state of Missouri to perform the health center services.
- B5.4 The contractor must provide staff redundancy through on-call or other arrangements so that redundant staff are immediately available in the event that regular staff are absent due to illness, vacation, continuing education or other reason.
- B5.5 Staff Replacement
 - B5.5.1 Bidders must propose a detailed approach to staff replacement and redundancy to be used during the contract.
 - B5.5.2 Personnel whose names and resumes are submitted in the proposal shall not be removed from or replaced in this contract prior to informing MCHCP.

B6. HEALTH CENTER SERVICES

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

- Sore throats/ears/headache
- Strains/sprains/musculoskeletal problems
- Non-specific abdominal pain
- Non-specific chest pain
- Cough
- Sinus conditions
- Allergies
- Hormone injections
- Immunizations including immunization for influenza
- Rashes
- Acute urinary complaints
- Personal hygiene related problems
- Acute injuries/acute routine office procedures
- Minor surgical procedures, such as sutures for laceration treatment
- Ordinary and routine care of the nature of a visit to the doctor's office
- Clinical Laboratory Improvement Amendments (CLIA)-waived lab services; and
- Behavioral health counseling services.

B6.2 Patients shall be assessed a non-preventive copayment. The copayment amount is subject to change each calendar year and differs by the type of MCHCP plan the eligible state employee is enrolled (PPO or Health Savings Account (HSA)). The 2018 copayment is \$15 for those in a PPO Plan and \$45 for those in a HSA Plan.

B6.3 The contractor must have a strong commitment to evidence-based medicine and proven approach, process, technology, metrics, high standards of clinical quality and patient safety.

B7. COMMUNICATIONS AND CUSTOMER SUPPORT:

B7.1 MCHCP shall provide phone numbers and phones which the Contractor shall staff with qualified professionals to allow members to schedule an appointment, communicate with clinical staff about labs results, follow up, ask simple medical questions, etc. Any use of automated phone trees must be brief. The call center must:

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

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

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

- B7.1.4 Equip staff with other MCHCP vendor phone numbers to refer members for additional benefits, etc.
- B7.1.5 Have staff trained and available to use a TDD service for the hearing impaired and must make reasonable ADA accommodations for other special needs groups at no additional cost to MCHCP.
- B7.1.6 Provide toll-free call center hours as negotiated during implementation but at a minimum to include Monday through Friday hours of 8:00 a.m. to 5:00 p.m. CT.
- B7.1.7 MCHCP will provide a dedicated voice mailbox for eligible employees which will be accessed by health center staff only. Messages must be returned within 30 minutes if left during business hours or on the next business day if left at any other time.
- B7.2 The contractor shall provide a web-based registration system whereby members may schedule an appointment.
- B7.3 The registration system must include the capability of generating real-time, same-day parking passes for patients to allow them to utilize dedicated parking spaces for the length of appointment. The system must not issue more parking passes than parking spaces dedicated or issue parking passes for overlapping windows of time.
- B7.4 The contractor shall develop and circulate communication materials to employees about the onsite health center. Distribute MCHCP population health education materials as requested by MCHCP.
- B7.5 All promotional and patient education materials, events and monthly health topic strategies must have MCHCP prior approval before use or implementation.
- B7.6 The contractor must use technologically advanced tools and resources with a reliable and proven integrated system that can be a detailed and secure repository of patients' health records. This must at a minimum, incorporate labs, consultation notes, pharmacy information (allow to electronically prescribe), and preventive medicine tests/procedures, all in an easy to use format with a patient portal feature for patients to directly access their blood work, tests, and other information. The patient web portal shall be customizable with MCHCP's specifications, be innovative and engaging, tailored to ensure ease of access, and support a simplified member experience.
 - B7.6.1 The contractor's web portal must be fully accessible to all members, including hearing- and visually-impaired members. This includes providing real-time closed captioning or transcripts available immediately, for any videos, webinars, or webcast events included on the website.

B8. ELIGIBILITY

- B8.1 The contractor shall agree that state employees eligible for the health center shall be as defined by MCHCP and that services will only be provided to those who are eligible under 22 CSR 10-2.140 *Strive for Wellness*[®] Health Center Provisions, Charges, and Services.

B9. INFORMATION TECHNOLOGY AND ELIGIBILITY FILE

- B9.1 The contractor shall be able to accept all MCHCP eligibility information on a weekly basis utilizing the ASC X12N 834 (005010X095A1) transaction set. MCHCP will supply this information in an electronic format and the contractor must process such information within 24 hours of receipt. The contractor must provide a technical contact that will provide support to MCHCP Information Technology Department for EDI issues. MCHCP is willing to work with the contractor on these requirements after the contract is awarded.
- B9.1.1 It is MCHCP's intent to send a transactional based eligibility file weekly and a periodic full eligibility reconciliation file.
- B9.1.2 MCHCP will provide a recommended data mapping for the 834 transaction set to the contractor after the contract is awarded.
- B9.1.3 After processing each file, the contractor will provide a report that lists any errors and exceptions that occurred during processing. The report will also provide record counts, error counts and list the records that had an error, along with an error message to indicate why it failed. A list of the conditions the contractor audits will be provided to ensure the data MCHCP is sending will pass the contractor's audit tests.
- B9.1.4 The contractor shall provide access to view data on their system to ensure the file MCHCP sends is correctly updating the contractor's system.
- B9.1.5 The contractor will supply a data dictionary of the fields MCHCP is updating on their system and the allowed values for each field.
- B9.1.6 The contractor shall provide MCHCP with a monthly file ("eligibility audit file") in a mutually agreed upon format of contractor's eligibility records for all MCHCP members. Such file shall be utilized by MCHCP to audit contractor's records. Such eligibility audit file shall be provided to MCHCP no later than the second Thursday of each month.
- B9.1.7 The preferred method of file transfer is HIPAA compliant SFTP service. No PGP required.
- B9.2 The contractor must be able to support single sign-on from MCHCP's Member Portal to the contractor's Member Portal utilizing Security Assertion Markup Language (SAML). MCHCP is willing to work with the contractor on this requirement after the contract is awarded.
- B9.3 The contractor must work with MCHCP to develop a schedule for testing of the eligibility test record set on electronic media. MCHCP requires that the contractor accept and run an initial test record set no later than September 28, 2018. Results of the test must be provided to MCHCP by October 12, 2018.

B10. IMPLEMENTATION AND ACCOUNT MANAGEMENT

B10.1 The final implementation schedule must be agreed to by MCHCP within 20 days of the contract award. At a minimum, the timeline must include the required dates for the following activities:

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

B10.2 MCHCP requires the contractor to meet with MCHCP staff and/or Board of Trustees as requested to discuss the status of the MCHCP account in terms of utilization patterns and costs, as well as propose new ideas or programs that may benefit MCHCP and its members. These meetings will take place at the MCHCP office. The contractor team attending these updates must include appropriate account managers and company decision makers who can effectively impact the account.

B10.3 The contractor shall establish and maintain throughout the term of the contract an account management team that will work directly with MCHCP staff. This team must include but is not limited to a dedicated account executive, a clinical services manager, a person responsible for preparing the reports, and a management information system representative. Approval of the account management team rests with MCHCP. The account executive and service representative(s) will deal directly with MCHCP's Chief Population Health Officer, and other staff designated by MCHCP. The account management team must:

B10.3.1 Be able to devote the time needed to the account, including being available for frequent telephone and occasional onsite consultation with MCHCP. Proposers who do not demonstrate a commitment to account service will not receive serious consideration.

B10.3.2 Be extremely responsive. All inquiries from MCHCP must be acknowledged within eight (8) hours of receipt.

B10.3.3 Be thoroughly familiar with virtually all of the contractor's functions that relate directly or indirectly to the MCHCP account.

B10.3.4 Cut through bureaucracy within the contractor's organization. The account management team must be able to effectively advance the interest of MCHCP through the contractor's corporate structure.

B10.4 MCHCP requires the contractor to assign a Contract Administrator who will be the primary point of contact for contractor's performance under the contract and who has the authority to make decisions that are binding on the contractor. Vendor issues, scope of work issues, and other corporate matters may be referred to a higher level of authority than the Contract Administrator if the contractor so chooses.

B10.4.1 Preferred minimum qualifications for the Contract Administrator assigned to the MCHCP account include:

- At least three (3) years of demonstrated effective supervisory experience with a healthcare related operation or system;
- At least three (3) years of supervisory experience; and
- Bachelor's degree from an accredited college or university.

B10.5 The contractor shall agree that MCHCP must review and approve all written communications developed and used by the contractor to communicate specifically with MCHCP members at any time during the contract period. Notwithstanding the foregoing, nothing herein prohibits contractor from communicating directly with members in the regular course of providing services under the contract (e.g. responding to member inquiries, etc.).

B11. REPORTING

B11.1 MCHCP reserves the right to retain a third party contractor (currently Truven Health Analytics, a part of IBM Watson Health) to receive the data from the contractor and store the data on MCHCP's behalf. The contractor agrees to cooperate with MCHCP's designated third party contractor, if applicable, in the fulfillment of the contractor's duties under this contract, including the provision of data as specified without constraint on its use. The contractor shall agree to:

B11.1.1 Provide encounter data to MCHCP and/or MCHCP's designated data vendor (currently Truven Health Analytics, a part of IBM Watson Health) in the detail and format specified by MCHCP with the understanding that the data shall be owned by MCHCP;

B11.1.2 Provide data in an electronic format and within a timeframe specified by MCHCP;

B11.1.3 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

B11.1.4 Agree to pay applicable fees associated with data format changes due to contractor-initiated or regulatory contractor requirement.

B11.2 The contractor shall provide, no later than the last day of the month immediately following the end of each quarter of the calendar year, a report with respect to the provision of medical services by the staff of the onsite health center. The report will be in a form reasonably satisfactory to both MCHCP and the contractor. It is contemplated that the report will include, at a minimum for each reporting period and year-to-date: (a) unduplicated count of eligible state employees seen, (b) the types of services provided, (c) the number of visits provided including new patient and established patient visits, and (c) other utilization reports upon request of MCHCP.

B11.3 The contractor shall provide return on investment (ROI) reporting on an annual basis no later than 120 days following the end of the calendar year. The methodology used for calculating ROI must be approved by MCHCP.

- B11.4 The contractor shall submit standard reports to MCHCP on a monthly, quarterly and annual basis. A copy of the bidder's proposed reporting package must be included with the response to the RFP. MCHCP and the contractor will negotiate the format and content during negotiations and prior to award of a contract resulting from the RFP.
- B11.5 At the request of MCHCP, the contractor shall submit additional ad hoc reports on information and data readily available to the contractor. If any reports are substantially different from the reports agreed upon, fair and equitable compensation will be negotiated with the contractor.
- B11.6 Outcomes Measurement and Reporting –The contractor shall:
- B11.6.1 Document and report participant satisfaction with the program annually or in accordance with the timeline recommended by MCHCP and via an agreed-upon tool.
 - B11.6.2 Make standard and/or ad hoc reports available to support the performance standards outlined in Section 11 of the Onsite Health Center Questionnaire.
 - B11.6.3 Meet the performance standards as agreed to in the performance guarantees exhibit.
 - B11.6.4 Agree to put a portion of the fees at risk for the performance standards outlined in Section 11 of the Onsite Health Center Questionnaire.
 - B11.6.5 Utilize the DirectPath Vendor Manager product, or other means specified by MCHCP that allows the contractor to self-report compliance and non-compliance with performance guarantees. MCHCP reserves the right to audit performance standards for compliance.

B12. INVOICING AND PAYMENT

- B12.1 The contractor shall agree to provide MCHCP with transparent monthly invoicing in an encrypted electronic, format no more frequently than once per month. The invoices shall include the monthly management fees, monthly consumables/operational costs of the health center location and cumulative monthly cash reconciliation spreadsheet reflecting any monies received from health center patients as a reduction to operational costs.
- B12.2 The monthly management fee shall be a fixed cost and shall consist of costs such as administration fees, health center management fees, profit, communication/marketing costs, staff training costs, salary costs, licensing and renewal fees, uniform allowances, profit, health center lease fees, and professional liability/malpractice insurance costs.
- B12.3 The monthly consumables/operational costs shall include medical supplies and equipment, office supplies, information system hardware/software, hand sanitizer liquid refills and other items that may be required by the contractor to provide adequate medical services. The invoiced amount of such medical supplies and other items shall be the contractor's actual cost of such items, supplies and expenses. Contractor shall provide documentation supporting its operational costs including detailed receipts for each consumable item MCHCP is being invoiced for - with no fees included for taxes or shipping/freight.

B12.4 The cumulative monthly cash reconciliation spreadsheet shall provide the daily total number of visits; the daily number of non-preventive visits and total associated copayment amounts assessed of those enrolled in a PPO plan; and the daily number of non-preventive visits and total associated copayment amounts assessed of those enrolled in the HSA Plan.

B12.5 The contractor shall provide a detailed billing by the third business day following the month of service. Payment will be initiated via Automated Clearing House (ACH) to the contractor on the tenth of the month following the month of service. Contractor will securely provide bank account and bank routing information to MCHCP's Chief Financial Officer (CFO) for the purpose of electronic payment.

B13. MCHCP SERVICES – MCHCP will provide the following services to assist the contractor:

B13.1 Facilitate communication between the contractor and MCHCP's designated data vendor.

B13.2 Assist in notification/education of eligible state employees regarding the health center.

B13.3 Payment of monies due the contractor.

EXHIBIT C
GENERAL PROVISIONS

C1. TERMINOLOGY AND DEFINITIONS

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

- C1.1 **Amendment** means a written, official modification to an RFP or to a contract.
- C1.2 **Bidder** means a person or organization who submitted an offer in response to this RFP.
- C1.3 **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(22). Other providers include but are not limited to:
- C1.16.1 Audiologist (AUD or PhD);
 - C1.16.2 Certified Addiction Counselor for Substance Abuse (CAC);
 - C1.16.3 Certified Nurse Midwife (CNM) – when acting within the scope of his/her license in the state in which s/he practices and performing a service which would be payable under this plan when performed by a physician;
 - C1.16.4 Certified Social Worker or Masters in Social Work (MSW)
 - C1.16.5 Chiropractor;
 - C1.16.6 Licensed Clinical Social Worker
 - C1.16.7 Licensed Professional Counselor (LPC);
 - C1.16.8 Licensed Psychologist (LP);
 - C1.16.9 Nurse Practitioner (NP);
 - C1.16.10 Physician Assistant (PA);
 - C1.16.11 Occupational Therapist;
 - C1.16.12 Physical Therapist;
 - C1.16.13 Speech Therapist;
 - C1.16.14 Registered Nurse Anesthetist (CRNA);
 - C1.16.15 Registered Nurse Practitioner (ARNP); or
 - C1.16.16 Therapist with a PhD or Master’s Degree in Psychology or Counseling.
- C1.17 **Request for Proposal (RFP)** means the solicitation document issued by MCHCP to potential bidders for the purchase of services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- C1.18 **Respondent** means any party responding in any way to this RFP.
- C1.19 **Retiree** means a former employee who, at the time of termination of employment, met the eligibility requirements as outlined in subsection 22 CSR 10-2.020(2)(B) and is currently receiving a monthly retirement benefit from a retirement system listed in such rule.
- C1.20 **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature, which govern the operations of all agencies of the State of Missouri. Chapter 103 of the statutes is the primary chapter governing the operations of MCHCP.
- C1.21 **Shall** has the same meaning as the word must.
- C1.22 **Should** means that certain feature, component and/or action is desirable but not mandatory.
- C1.23 **Subscriber** means the person who elects coverage under the plan.

C2. GENERAL BIDDING PROVISIONS

- C2.1 It shall be the bidder’s responsibility to ask questions, request changes or clarification, or otherwise advise MCHCP if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from bidders

regarding specifications, requirements, competitive procurement process, etc., must be directed to MCHCP via the messaging tool on the Direct Path web site, as indicated on the last page of the *Introduction and Instructions* document of the RFP. Such communication must be received no later than Tuesday, April 10, 2018, 4 p.m. CT (5 p.m. ET).

Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all bidders will be advised, via the issuance of an amendment or other official notification to the RFP, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFP, any questions received by MCHCP after the date noted above might not be answered.

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

- C2.2 Bidders are cautioned that the only official position of MCHCP is that position which is stated in writing and issued by MCHCP in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- C2.3 MCHCP monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders, which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- C2.4 No contract shall be considered to have been entered into by MCHCP until the contract has been awarded by the MCHCP Board of Trustees and all material terms have been finalized. The contract is expected to be finalized and signed by a duly authorized representative of Contractor in less than fifteen (15) days from MCHCP's initial contact to negotiate a contract. An award will not be made until all contract terms have been accepted.

C3. PREPARATION OF PROPOSALS

- C3.1 Bidders must examine the entire RFP carefully. Failure to do so shall be at the bidder's risk.
- C3.2 Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- C3.3 Unless otherwise specifically stated in the RFP, any manufacturer's names, trade names, brand names, and/or information listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. Proposals that do not comply with the requirements and specifications are subject to rejection without clarification.

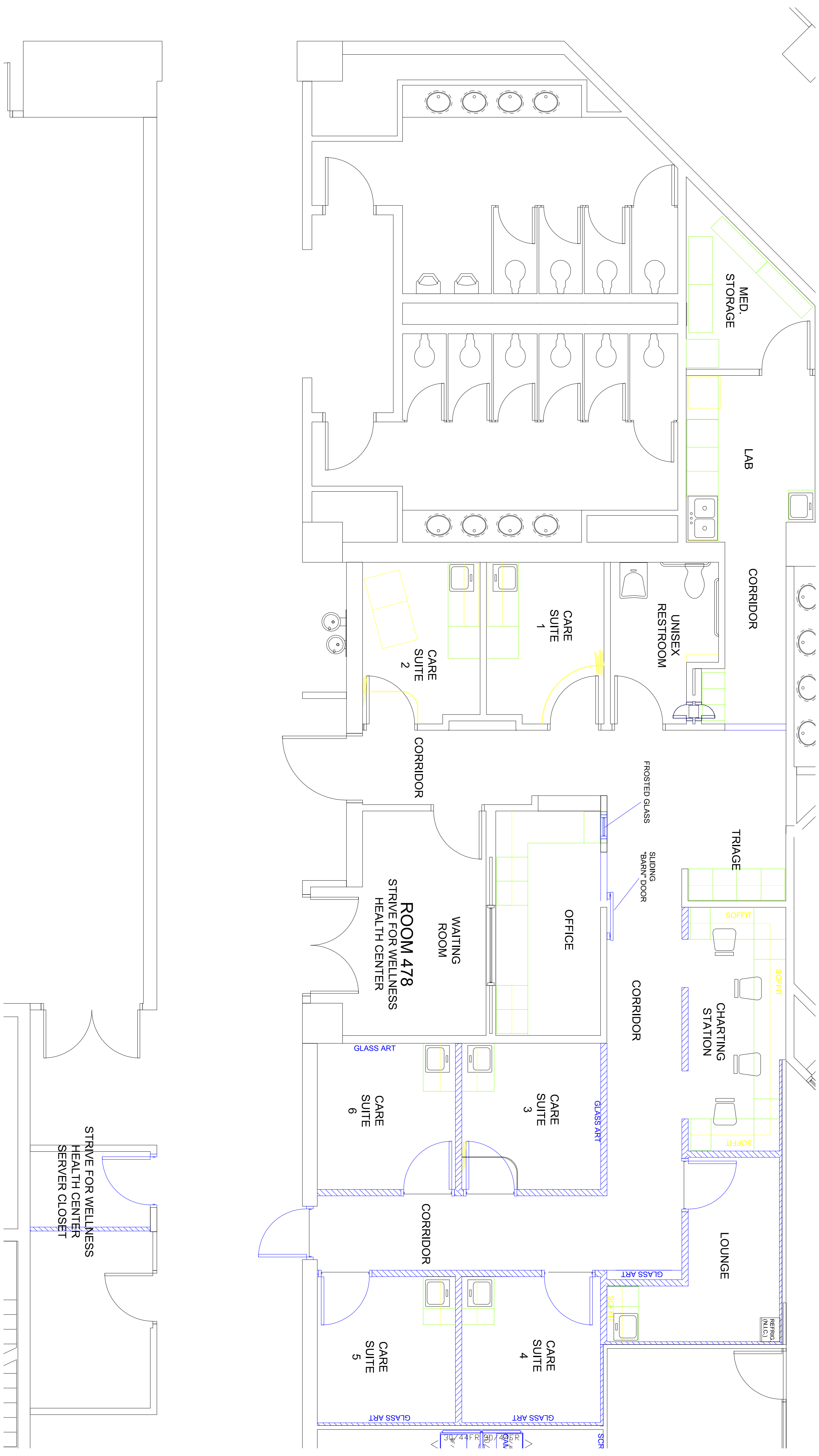
C4. DISCLOSURE OF MATERIAL EVENTS

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

- C4.1.1 Any material adverse change to the financial status or condition of the bidder;
- C4.1.2 Any merger, sale or other material change of ownership of the bidder;
- C4.1.3 Any conflict of interest or potential conflict of interest between the bidder's engagement with MCHCP and the work, services or products that the bidder is providing or proposes to provide to any current or prospective customer; and
- C4.1.4 (1) Any material investigation of the bidder by a federal or state agency or self-regulatory organization; (2) Any material complaint against the bidder filed with a federal or state agency or self-regulatory organization; (3) Any material proceeding naming the bidder before any federal or state agency or self-regulatory organization; (4) Any material criminal or civil action in state or federal court naming the bidder as a defendant; (5) Any material fine, penalty, censure or other disciplinary action taken against the bidder by any federal or state agency or self-regulatory organization; (6) Any material judgment or award of damages imposed on or against the bidder as a result of any material criminal or civil action in which the bidder was a party; or (7) Any other matter material to the services rendered by the bidder pursuant to this RFP.
 - C4.1.4.1 For the purposes of this paragraph, "material" means of a nature, or of sufficient monetary value, or concerning a subject which a reasonable party in the position of and comparable to MCHCP would consider relevant and important in assessing the relationship and services contemplated by this RFP. It is further understood that in fulfilling its ongoing responsibilities under this paragraph, the bidder is obligated to make its best faith efforts to disclose only those relevant matters which come to the attention of or should have been known by the bidder's personnel involved in the engagement covered by this RFP and/or which come to the attention of or should have been known by any individual or office of the bidder designated by the bidder to monitor and report such matters.
- C4.2 Upon learning of any such actions, MCHCP reserves the right, at its sole discretion, to either reject the proposal or continue evaluating the proposal.

C5. COMPLIANCE WITH APPLICABLE FEDERAL LAWS

- C5.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Health Insurance Portability and Accountability Act (HIPAA) and The Patient Protection and Affordable Care Act (PPACA), as amended.
- C5.2 Any bidder offering to provide services must sign a Business Associate Agreement (BAA) (see Exhibit A-8) due to the provisions of HIPAA. Any requested changes shall be noted and returned with the RFP. **The changes are accepted only upon MCHCP signing a revised BAA after contract award.**
- C5.3 Upon awarding of the contract by the Board, the BAA shall be signed by both parties within five (5) working days of the request to sign, or the award of the contract may be rescinded.



STATE OF MISSOURI
LEASE OF STATE OWNED
REAL PROPERTY
Lease #XXXXXXXX-X

THIS LEASE, No. XXXXXXXXX (the "Lease"), is made and entered into the 1st day of January 2019, by and between the State of Missouri, by the Office of Administration, Division of Facilities Management, Design and Construction ("the Lessor"), and Onsite Health Center Vendor, Vendor Street Address, Vendor City, Vendor State Vendor Zip Code ("the Lessee") (State of Missouri Customer Number XXXXXXXXXXXX).

WHEREAS, the Lessor owns property located at Room 478 Truman Building, 301 West High Street, Jefferson City (Cole County), Missouri 65102 consisting of 2,112 sq. ft., and more particularly described as Exhibit A, which is attached hereto and incorporated herein by reference ("the Premises"); and

WHEREAS, the Lessee operates a healthcare center that serves many of the same clients as the State of Missouri, Missouri Consolidated Health Care Plan (the "Department") and the Lessee's use and operation of the Premises will be beneficial to the Department and its clients; and

WHEREAS, the Lessee has entered into a separate Health Center Contract ("HCC") with the Department for program delivery of services at the Premises, which is attached hereto as Exhibit B and incorporated herein by reference;

WITNESSETH: The Lessor, in consideration of the covenants hereinafter set forth hereby demises and leases the Premises to the Lessee under the following terms and conditions:

1. **TERM OF LEASE**

- (a) The initial period of this Lease shall commence January 1, 2019 and end December 31, 2019, ("the Initial Term").
- (b) The Lessor grants to the Lessee the option to renew this Lease for 4 (four) successive one-year periods, ("Renewal Periods").
- (c) The expiration of the final Renewal Period shall be December 31, 2023.

2. **RENTS**

- (a) The annual rent shall be in the amount of **SIX DOLLARS AND SIXTY CENTS (\$6.60)** per square foot of the Premises or **THIRTEEN THOUSAND NINE HUNDRED THIRTY-NINE DOLLARS AND TWENTY CENTS (\$13,939.20)** annually, payable monthly in advance in the amount of **ONE THOUSAND ONE HUNDRED SIXTY-ONE DOLLARS AND SIXTY CENTS (\$1,161.60)**, with a prorated rate for any partial month.
- (b) Rental payments shall be payable to the *Office of Administration, Division of Facilities Management, Design and Construction, Real Estate Services, P. O. Box 809, 301 West High Street, Room 730, Jefferson City, Missouri 65102* by the 1st of each month.
- (c) The amount of rent will be adjusted annually, effective each January 1st, based on the cost of operations for the prior year as determined by the Lessor in a manner consistent with the Lessor's practices and procedures for calculating costs for other comparable facilities.

3. **RENEWAL TERMS**

- (a) The Lessee shall be deemed to have exercised each applicable renewal option for the succeeding one (1) year Renewal Period unless either party notifies the other, in writing, of its intent to terminate the Lease not less than sixty (60) consecutive calendar days prior to the expiration of the Initial Term or the applicable Renewal Period.
- (b) In the event the Lessee remains in possession of the Premises after the expiration date of this Lease without extending the Lease or without executing a new Lease, the Lessee shall be deemed to be occupying the Premises as a lessee from month-to-month. All the conditions of this Lease shall remain in effect insofar as they are applicable to a month-to-month tenancy except that the Lessor agrees to accept the rental rate set forth above on a monthly basis until the Premises are vacated by the Lessee or until the parties enter into a new agreement, whichever is sooner.

4. **SERVICES**

Unless otherwise specifically indicated, all obligations in this section apply to the entire leased Premises.

- (a) The Lessor agrees to provide the utilities of heat, air conditioning, water, sewer, gas and electricity at no additional cost to the Lessee beyond the rent set forth above.
- (b) The Lessor agrees to allow the Lessee to use four (4) parking spaces on the Premises at no additional charge.
- (c) The Lessor shall permit the Lessee, upon prior written approval, to install communication systems necessary for the operation of the Lessee's business. Said systems shall remain the property of the Lessee and installation, repair and maintenance of such systems shall be at the Lessee's sole expense. Upon termination of this Lease, any data/telecommunications wiring enclosed within the walls or ceiling shall become property of the Lessor, unless removed by the Lessee, at the Lessee's sole option, in a manner which restores the Lessor's property to its original condition, normal wear and tear excepted.
- (d) The Lessor agrees to provide and pay for janitorial and housekeeping services and supplies, including paper products. The Lessee agrees to provide and pay for equipment and hand sanitizer liquid refills.
- (e) The Lessor agrees to provide, pay for, and be fully responsible for all necessary and appropriate security for the Premises, including the parking lot to allow for weekend and after hour access.
- (f) The Lessor will provide and pay for all general garbage and trash removal services. The Lessee will dispose of medical red bag and infectious waste, including needles, in appropriate containers, which shall be removed daily from the Premises by the janitorial services provider and placed in appropriately marked and secured storage containers. The Lessee shall be responsible for arranging and paying for the removal of all its red bag and infectious waste placed by the janitorial services provider in such storage containers.
- (g) The Lessor agrees to pay for and ensure the prompt removal of snow and ice from the sidewalks and parking area, and to provide and pay for general lawn care and landscaping services, at no additional cost to the Lessee beyond the rent set forth above.
- (h) The Lessor agrees to provide effective and safe pest control (insect and rodent) at no additional cost to the Lessee beyond the rent set forth above.
- (i) The Lessor shall provide to the Lessee two (2) sets of keys for the Premises. Additional sets of keys can be obtained at a mutually agreed upon cost.

5. USE OF PREMISES

- (a) The Lessee agrees to use the Premises only for a health care center, for and on behalf of the Department.
- (b) The hours of operations shall be Monday through Friday from 7:00 a.m. – 5:00 p.m.
- (c) The Lessee shall not have the right to assign its rights under the Lease, in whole or in part, to any other entity without written consent of the Lessor, which shall not be unreasonably conditioned, withheld or delayed.
- (d) The Lessee and its agents and employees must use the Premises in a manner consistent with all applicable State, federal and local laws, regulations and ordinances. No alcoholic beverages may be brought upon or used in or upon the Premises. Hazardous materials (other than those used for medical purposes) may not be brought upon or stored upon the Premises. No firearms or weapons shall be carried on the Premises by the Lessee, its agents, employees or invitees. Cigarette or tobacco use is not allowed in the Premises, including the parking lot and sidewalks.

6. ALTERATIONS AND IMPROVEMENTS

The Lessee shall have the right to make alterations and improvements, attach fixtures and erect additions, structures or signs in or upon the Premises at the Lessee's sole expense upon prior written approval by the Lessor, which shall not to be unreasonably conditioned, withheld or delayed. Such fixtures, additions or structures shall be forfeited to the Lessor at the termination or expiration of this Lease unless removed by the Lessee in a manner that restores the Lessor's property to its original condition, normal wear and tear excepted. All improvements made by the Lessee must be maintained at the Lessee's sole expense throughout the term of the Lease. The Lessee or its designee shall be subject to applicable laws, including Missouri Prevailing Wage laws, when making all repairs or improvements to the Premises.

7. PREMISE MAINTENANCE

The Lessor shall maintain the premises in good repair and tenantable condition. The Lessor will make a good faith effort to provide maintenance services consistent with the program needs of the Tenant and comparable to the services provided to the other tenants within the facility. In the event of a conflict, the Lessor agrees to meet and confer with the Lessee to discuss methods to resolve service issues. For the purpose of so maintaining the Premises and property, the Lessor may enter and inspect the premises and make any necessary repairs. The obligations assumed by Lessor pursuant to this section 7 "Premise Maintenance" shall be provided in a manner deemed appropriate by Lessor in its sole discretion.

8. DAMAGE OF PREMISES

The Lessee agrees to pay for any damage to the Premises caused by the acts of the Lessee or its employees, agents or clients, ordinary wear and tear excepted, taking into consideration the Lessee's intended use of the Premises.

9. PROPERTY OF LESSEE

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

10. INDEMNIFICATION

The Lessee and the Lessee's affiliates or designees, and their officers, directors, employees and agents, shall indemnify and hold the Lessor and the Department harmless from all liabilities, charges, costs and expenses,

including counsel fees, arising on account of or by reason of any injuries, liabilities, claims, suits or losses directly resulting from the Lessee's use of the Premises and not otherwise due to the fault, actions or omissions of the Lessor or any person for whom the Lessor is legally responsible.

11. NOTICES

Any notice by the Lessee concerning this Lease shall be sent by overnight or certified mail, recipient signature or return receipt requested, to:

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

Any notice by the Lessor concerning this Lease shall be sent by the Deputy Director, Real Estate Services, Division of Facilities Management, Design and Construction, by overnight or certified mail, recipient signature or return receipt requested, to the mailing address provided and updated by the Lessee.

12. INSURANCE

- (a) The Lessee shall maintain general liability insurance in the amount of two million dollars (\$2,000,000.00) for all claims arising out of a single accident or occurrence and three hundred thousand dollars (\$300,000.00) for any one person in a single accident or occurrence. The policy of insurance shall have "The State of Missouri" as an additional loss payee, and shall provide at least 30 days prior notice of cancellation to Lessor.
- (b) Notwithstanding the foregoing, the obligation imposed by the Lessor for the Lessee to maintain a policy of insurance shall not be construed to be a waiver of sovereign immunity on the part of the Lessor.
- (c) The Lessee shall provide the Lessor proof of insurance at the beginning of each lease year and upon request by the Lessor.

13. CROSS-TERMINATION

If the HCC terminates for any reason, this Lease may be terminated by the Lessee or the Lessor upon written notice. The termination shall be effective the dated that the HCC was terminated.

14. BINDING AND ENTIRE AGREEMENT

- (a) Lessee understands and agrees that the Lessor's covenants and agreements contained in this Lease shall be binding upon the Lessor solely to the extent permitted by applicable laws. The Lessor shall not be liable for any costs associated with termination caused by the effect of law.
- (b) The covenants and agreements contained in this Lease shall be binding upon and shall inure to the benefit of the parties, their respective successors, administrators, executors and assigns.
- (c) This Lease contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior agreements or understanding of the parties with respect thereto, whether oral or written.
- (d) Section headings contained herein are for convenience only and do not define, limit or construe the contents of such sections.

- (e) If any provision of this Lease or the application thereof to any person or circumstance is found to be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- (f) Except as may otherwise be expressly provided in this Lease, every amendment or modification to this Lease shall be in writing and executed by both parties.

15. **APPROPRIATIONS**

It is understood and agreed between the parties that this Lease is contingent upon the Lessee receiving monies to fund operations and all other payments which are annually appropriated by the Missouri General Assembly for one fiscal year which begins on July 1 and ends June 30. This Lease shall not be binding upon the Lessee unless and until general appropriations have been made by the Missouri General Assembly and, if applicable funds have been received from the United States Government for a payment of rental or for any other payment under this Lease on behalf of the Lessee for any fiscal year during the initial period or any renewal or extension period of this Lease. In the event that sufficient funds are not appropriated, the Lease shall be deemed to have expired of its own terms, and the Lessee shall have no further obligation hereunder.

IN WITNESS WHEREOF, authorized representatives of the parties have hereunto affixed their signatures as evidence of their intent to be bound thereby.

LESSOR:

LESSEE:

Office of Administration

Onsite Health Center Vendor

By: _____
Lisa Cavender, Deputy Director of Real Estate
Division of Facilities Management Design and
Construction

By: _____

Date: _____

Date: _____