Missouri Consolidated Health Care Plan
832 Weathered Rock Court
PO Box 104355
Jefferson City, MO 65110
Phone: 800-701-8881
www.mchcp.org

Judith Muck, *Executive Director*

my health. my choice. myMCHCP

March 17, 2023

TO: Invited Vendors

FROM: Judith Muck, Executive Director

RE: Onsite Health Center Request for Proposal

Missouri Consolidated Health Care Plan (MCHCP) will be working with Optavise (formerly known as DirectPath), an online request for proposal (RFP) system, in the marketing of the 2024 Onsite Health Center RFP. You are invited to submit a proposal for these services. We believe that you will find this RFP a great potential opportunity for your organization.

MCHCP provides the health benefit program for most State of Missouri employees, retirees, and their dependents covering over 85,000 members (lives) with over 53,000 members (lives) that are eligible for the health center services. (Members under Age 18 and those enrolled in MCHCP's Medicare Advantage Plan are not eligible for health center services.) Bids are requested for a company to operate an onsite health center in the Jefferson City Capitol complex. While there are over 53,000 members that are eligible to use the health center, there are approximately 8,000 eligible members who reside in Cole County where the health center is located.

The health center is intended to provide access to quality, affordable health care in a cost-efficient setting. The term of the contract will be one year with an additional four (4) one-year renewal options available at the sole option of the MCHCP Board of Trustees.

Minimum Bidder Requirements
To be considered for contract award, bidders must meet the following minimum requirements.

- 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 with the capacity to serve a minimum of 5,000 patients. The bidder must have been in operation and performing the services requested in this RFP for a minimum of five (5) years.

- Technology – The bidder must have the ability to use technologically advanced tools and resources with a reliable and proven integrated system that can be a detailed and secure repository of patients' health records. This must at a minimum, incorporate labs, consultation notes, pharmacy information (allow to electronically prescribe), and preventive medicine tests/procedures, all in an easy-to-use format with a patient portal feature for patients to directly access their blood work, tests, etc.

- Evidence-based Medicine – The bidder must have a strong commitment to evidence-based medicine and proven approach, process, technology, metrics, high standards of clinical quality, and patient safety.

- Data Feeds – Bidders shall agree to provide a regular data file to MCHCP's designated data vendor (currently Merative). 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.

- 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 May 1, 2023, as outlined in the timeline of events for this RFP. Late proposals will not be accepted. MCHCP reserves the right to modify a deadline or extend a deadline **for all bidders**, at its discretion.

Intent to Bid

Once the RFP is released on April 5, 2023, bidders who are interested in submitting a proposal should complete and upload the Intent to Bid (available as a response document within the Optavise system). The Intent to Bid should be submitted by 5 p.m. CT (6 p.m. ET), Wednesday, April 12, 2023.

Use of Optavise

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

General Instructions

Your proposal will be submitted over the Internet, through an anonymous online bidding process. Optavise will assign a unique username, which will allow you to view the information pertinent to the bidding process, submit response documents, communicate directly with MCHCP through the application's messaging component, and respond to our online questionnaires. In addition, Optavise will provide a user guide with instructions for setting up your account.

You may wish to have other people in your organization access this online event to assist in the completion of the RFP. Each member of your response team must secure a unique username and password from Optavise by way of a provider contact spreadsheet, e-mailed directly to you by Optavise. There is no cost to use the Optavise system.

System Training

Optavise offers all participants of an Optavise-hosted event access to their downloadable *User Guides* and *Pre-Recorded Training Sessions*. These guides are located on the homepage of the *vendor-user* view and provide an overview of the application's functionality. We recommend that you and your response team take advantage of this unique opportunity to realize the full

benefit of the application. In addition to this self-help option, Optavise's experienced support personnel will offer an application overview via a web-cast session.

Optavise support is also available Monday through Friday from 8:30 a.m. to 5 p.m. ET to help with any technical or navigation issues that may arise. The toll-free number for Optavise is 800-979-9351. Support can also be reached by e-mail at support@directpathhealth.com.

Key Event Information

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

Online RFP Released	Wednesday, April 5, 2023 8 a.m. CT (9 a.m. ET)
Intent to Bid Document Due – uploaded as a response document within online event	Wednesday, April 12, 2023 5 p.m. CT (6 p.m. ET)
Bidder Question Submission Deadline – via Optavise's messaging system	Wednesday, April 12, 2023 5 p.m. CT (6 p.m. ET)
MCHCP Response to Submitted Questions – via Optavise's messaging system	Tuesday, April 18, 2023 5 p.m. CT (6 p.m. ET)
All Questionnaires and Pricing Due – Proposal Deadline	Monday, May 1, 2023 5 p.m. CT (6 p.m. ET)
Finalist Presentations/Site Visits, if necessary	Early June, 2023
Final Vendor Selection/Contract Award	Late June, 2023
Health Center Operational Date	January 1, 2024

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

We look forward to working with you throughout this process.

Exhibit A-1

Intent to Bid – 2024 MCHCP Onsite Health Center RFP

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

Please complete this form following the steps listed below:

1) Fill this form out electronically and sign it with your electronic signature.

2) Upload the completed document to the Response Documents area of the RFP no later than Wednesday, April 12, 2023, at 5 p.m. CT (6 p.m. ET).

Minimum Bidder Requirements

To be considered for contract award, bidders must meet the following minimum 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 with the capacity to serve a minimum of 5,000 patients. The bidder must have been in operation and performing the services requested in this RFP for a minimum of five (5) years.

- Technology – The bidder must have the ability to use technologically advanced tools and resources with a reliable and proven integrated system that can be a detailed and secure repository of patients' health records. This must at a minimum, incorporate labs, consultation notes, pharmacy information (allow to electronically prescribe), and preventive medicine tests/procedures, all in an easy-to-use format with a patient portal feature for patients to directly access their blood work, tests, etc.

- Evidence-based Medicine – The bidder must have a strong commitment to evidence-based medicine and proven approach, process, technology, metrics, high standards of clinical quality, and patient safety.

- Data Feeds – Bidders shall agree to provide a regular data file to MCHCP's designated data vendor (currently Merative). 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.

- Lease Agreement – The bidder shall agree to lease the space located on the fourth (4^{th}) 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 included as

part of the RFP. Additional information on this requirement is 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 May 1, 2023, as outlined in the timeline of events for this RFP. Late proposals will not be accepted. MCHCP reserves the right to modify a deadline or extend a deadline **for all bidders**, at its discretion.

This form will serve as confirmation that our organization has received the 2024 MCHCP Onsite Health Center RFP.

☐ We intend to submit a complete proposal.

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

Name of Organization

Signature of Plan Representative

Title of Plan Representative

Date

Exhibit A-2
Onsite Health Center Pricing Worksheet
Instructions

1. The bidder must provide firm, fixed costs for providing services as described in this RFP.
2. Proposals shall include a fixed cost for program year January 1, 2024 – December 31, 2024, with guaranteed not-to-exceed maximum costs for program years beginning January 1, 2025 and January 1, 2026. Costs for program years beginning January 1, 2027 and 2028 will be negotiated. Any cost data submitted or related to the bidder's proposal including any cost data related to contractual extension options shall be subject to evaluation if deemed by MCHCP to be in the best interest of members of MCHCP.
3. In determining cost points, MCHCP will consider the potential three-year cost of the contract including the full not-to-exceed costs for Years 2 and 3 of the contract. The contractor shall understand that annual renewal costs for subsequent years of the contract will be negotiated, but must be within the not-to-exceed costs submitted within this bid. All renewal options are at the sole option of the MCHCP Board of Trustees.
4. Please be certain to complete all applicable worksheets within this workbook. Bidders must complete the following worksheets:
   - Monthly Management Fee
   - Monthly Salary Fee
   - Monthly Clinic Costs
5. The worksheet labeled "Supplemental Pricing" is optional and should be completed only if there are additional fees not listed elsewhere within the bidder's pricing proposal.
6. The worksheet "Summary" should not be completed, as this worksheet is linked to other tabs within the workbook.

Exhibit A-2

Onsite Health Center Pricing Worksheet

Monthly Management Fees

Monthly Management Fees - MCHCP shall pay the clinic vendor the amount as agreed by both parties as stated on this Proposal Pricing Worksheet, for management of the clinic under this contract during the immediately preceding calendar month.

The Monthly Management Fee shall be a fixed cost to include the vendor's administrative fees for providing the clinic services, costs to manage the clinic, profit, recruiting, licensing fees, and professional liability insurance fees.

Please complete the table below of your proposed monthly management fees. Submitted prices for 2024 shall be firm, while prices for 2025 and 2026 shall be submitted as "not to exceed" amounts. Pricing for 2027 and 2028 will be negotiated. Annual renewals are at the sole option of MCHCP's Board of Trustees, and renewal pricing is due by May 15 of each year and is subject to negotiation.

	2024	2025	2026
Monthly Management Fee	$0.00	$0.00	$0.00

Exhibit A-2 (continued)
Onsite Health Center Pricing Worksheet
Monthly Salary Fees

Monthly Salary Fees - MCHCP shall pay the clinic vendor the amount as agreed by both parties as stated on this Proposal Pricing Worksheet, for administering medical services of the clinic under this contract during the immediately preceding calendar month.

The Monthly Salary Fees shall be a fixed cost to include the vendor's administrative fees for staffing and salary costs.

Please complete the table below of your proposed monthly salary fee for clinic staff. Submitted prices for 2024 shall be firm, while prices for 2025 and 2026 shall be submitted as "not to exceed" amounts. Pricing for 2027 and 2028 will be negotiated. Annual renewals are at the sole option of MCHCP's Board of Trustees, and renewal pricing is due by May 15 of each year and is subject to negotiation.

	2024				2025				2026			
	No. of FTE staff anticipated	Average Monthly Salary per each	Average Monthly Fringe Benefits per FTE	Total Monthly Salary	No. of FTE staff anticipated	Average Monthly Salary per each	Average Monthly Fringe Benefits per FTE	Total Monthly Salary	No. of FTE staff anticipated	Average Monthly Salary per each	Average Monthly Fringe Benefits per FTE	Total Monthly Salary
Advanced Registered Nurse Practitioner (ARNP)				$0.00				$0.00				$0.00
Medical Assistant				$0.00				$0.00				$0.00
Collaborative Physician				$0.00				$0.00				$0.00
Licensed Clinical Social Worker				$0.00				$0.00				$0.00
Licensed Professional Counselor				$0.00				$0.00				$0.00
Licensed Psychologist				$0.00				$0.00				$0.00
Other _____				$0.00				$0.00				$0.00
Other _____				$0.00				$0.00				$0.00
Other _____				$0.00				$0.00				$0.00
Total Monthly Salary Fee	0.00			$0.00	0.00			$0.00	0.00			$0.00

Exhibit A-2 (continued)
Onsite Health Center Pricing Worksheet
Monthly Clinic Costs

Monthly Clinic Costs - MCHCP will be responsible for medical supplies and other items that may be required by the clinic vendor to provide adequate medical services under this contract up to the guaranteed not-to-exceed amount. The invoiced amount of such medical supplies and other items will be the clinic vendor's cost and the clinic vendor shall maintain documentation supporting the clinic vendor's costs. MCHCP will pay the clinic vendor the amount invoiced for medical supplies and other items purchased during the immediately preceding calendar month.

All proposed pricing shall be at actual costs to the clinic vendor with no add-on fees and fully transparent to MCHCP.

Submitted prices for 2024 shall be firm, while prices for 2025 and 2026 shall be submitted as "not to exceed" amounts. Pricing for 2027 and 2028 will be negotiated. Annual renewals are at the sole option of MCHCP's Board of Trustees, and renewal pricing is due by May 15 of each year and is subject to negotiation.

	2024	2025	2026
	Guaranteed Not-to-Exceed Monthly Cost	Guaranteed Not-to-Exceed Monthly Cost	Guaranteed Not-to-Exceed Monthly Cost
Monthly Clinic Costs	$0.00	$0.00	$0.00

Exhibit A-2 (continued)
Onsite Health Center Pricing Worksheet
Summary of Monthly Fees

NOTE: This spreadsheet is linked to other worksheets in this workbook. Do not input values into this spreadsheet.

	2024	2025	2026
	Guaranteed Not-to-Exceed Costs	Guaranteed Not-to-Exceed Costs	Guaranteed Not-to-Exceed Costs
Monthly Fees			
Management Fee	$0.00	$0.00	$0.00
Salary Fee	$0.00	$0.00	$0.00
Clinic Costs	$0.00	$0.00	$0.00
Total	$0.00	$0.00	$0.00

Exhibit A-2 (continued)
Onsite Health Center Pricing Worksheet
Supplemental Pricing

Please complete the table below, listing any additional fees such as one-time start-up costs, equipment or optional items. MCHCP reserves the right to consider these fees in the projected cost of the contract if services listed here should have been included elsewhere in the bidder's pricing. Optional items may include fees for supplemental educational or communication materials, fees for supplemental reporting, fees for self-service reporting tools, etc.

	Describe Service	Fee	Basis for Payment (one-time fee, monthly, etc.)
Service 1			
Service 2			
Service 3			
Service 4			
Service 5			
Service 6			
Service 7			
Service 8			
Service 9			
Service 10			

EXHIBIT A-3
BIDDER'S PROPOSED MODIFICATIONS TO THE RFP
2024 ONSITE HEALTH CENTER RFP

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

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

_____
Name/Title of Individual

_____
Organization

_____
Signature

_____
Date

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

_____
Executive Director Date
Missouri Consolidated Health Care Plan

Exhibit A-4
Confirmation Document

Please complete this form following the steps listed below:

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

   ☐ Yes

   ☐ No

2) Bidders are required to submit a firm, fixed price for CY2024 and not-to-exceed prices for CY2025 and CY2026. Prices will be subject to best and final offer which may result from subsequent negotiation. Pricing for 2027 and 2028 will be negotiated. You are advised to review all proposal submission requirements stated in the original RFP and in any amendments, thereto. Confirm that you hereby agree to provide the services and/or items at the prices quoted, pursuant to the requirements of the RFP, including all RFP amendments.

   ☐ Yes

   ☐ No

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

_____

Name/Title of Individual

_____

Organization

_____

Signature

_____

Date

EXHIBIT A-5

CONTRACTOR CERTIFICATION
OF COMPLIANCE WITH FEDERAL EMPLOYMENT LAWS
2024 ONSITE HEALTH CENTER RFP

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

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

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

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

_____
Name/Title of Individual

_____
Organization

_____
Signature

_____
Date

Exhibit A-6

Documentation of Intent to Participate
2024 MCHCP Onsite Health Center RFP

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

~ Copy This Form For Each Organization Proposed ~

Bidder Name: _____

This Section To Be Completed by Participating Organization:

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

Name of Organization: _____
(Name of MBE, WBE)

Contact Name:		Email:	
Address:		Phone #:	
City:		Fax #:	
State/Zip:		Certification #	
Type of Organization (MBE or WBE):		Certification Expiration Date:	(or attach copy of certification)

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

_____

_____

_____

_____

Authorized Signature:

_____ _____

Authorized Signature of Participating Organization (MBE, WBE) | *Date (Dated no earlier than the RFP issuance date)*

Exhibit A-7

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

CONTRACT # XXXX BETWEEN
MISSOURI CONSOLIDATED HEALTH CARE PLAN
AND VENDOR

This Contract is entered into by and between Missouri Consolidated Health Care Plan ("MCHCP") and _____ (hereinafter "NAME OF COMPANY" or "Contractor") for the express purpose of operating a health center in the Jefferson City, Missouri Capitol complex area to offer specified medical services for the benefit of eligible state employees pursuant to MCHCP's Onsite Health Center Request for Proposal released on April 5, 2023 (hereinafter "RFP").

1. GENERAL TERMS AND CONDITIONS

1.1 Term of Contract and Costs of Services: The term of this Contract is for a period of one (1) year from January 1, 2024 through December 31, 2024. This Contract may be renewed for four (4) additional one-year periods at the sole option of the MCHCP Board of Trustees. The submitted pricing arrangement for the first year (January 1 - December 31, 2024) is a firm, fixed price. The submitted prices for the subsequent (2nd - 5th) years of the contract period (January 1 - December 31, 2025, January 1 - December 31, 2025, January 1 - December 31, 2026, and January 1 - December 31, 2026 respectively) are guaranteed not-to-exceed maximum prices and are subject to negotiation. Pricing for Years 4-5 (January 1 – December 31, 2027 and January 1 - December 31, 2028 respectively) will be negotiated. Pricing for the one-year renewal periods are due to MCHCP by May 15 for the following year's renewal. All prices are subject to best and final offer which may result from subsequent negotiation.

1.2 Contract Documents: This Contract and following documents, attached hereto and herby incorporated herein by reference as if fully set forth herein, constitute the full and complete Contract and, in the event of conflict in terms of language among the documents, shall be given precedence in the following order:

a. Any future written and duly executed renewal proposals or amendments to this Contract;

b. This written Contract signed by the parties;

c. The following Exhibits listed in this subsection below and attached hereto, the substance of which are based on final completed exhibits or attachments required and submitted by VENDOR in response to the RFP, finalist negotiations, and implementation meetings:

i. Pricing Pages
ii. Business Associate Agreement
iii. Confirmation Document

SAMPLE

iv. Performance Guarantees
v. Certification of Compliance with State and Federal Employment Laws

d. The original RFP, including any amendments, the mandatory terms of which are deemed accepted and confirmed by VENDOR as evidenced by VENDOR affirmative confirmations and representations required by and in accordance with the bidder response requirements described throughout the RFP.

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

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

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

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

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

- *(Definitions that are used in the RFP will be added as needed for the contract.)*
- **"Amendment"** means a written, official modification to the RFP or to this Contract.
- **"May"** means permissible but not required.
- **"Must"** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply may result in a breach.
- **"Request for Proposal" or "RFP"** means the solicitation document issued by MCHCP to potential bidders for the purchase of services as described in the document. The definition includes Exhibits, Attachments, and Amendments thereto.
- **"Shall"** has the same meaning as the word must.
- **"Should"** means desirable but not mandatory.

SAMPLE

- The terms **"include," "includes,"** and **"including"** are terms of inclusion, and where used in this Contract, are deemed to be followed by the words "without limitation".

1.6 Notices: Unless otherwise expressly provided otherwise, all notices, demands, requests, approvals, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other during the course of this contract shall be in writing and shall be made by personal delivery, by prepaid overnight delivery, by United States mail postage prepaid, or transmitted by email to an authorized employee of the other party or to any other persons as may be designated by written notice from one party to the other. Notices to MCHCP shall be addressed as follows: Missouri Consolidated Health Care Plan, ATTN: Executive Director, P.O. Box 104355, Jefferson City, MO 65110-4355. Notices to VENDOR shall be addressed as follows: VENDOR ATTN: _____, _____.

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

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

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

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

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

SAMPLE

1.10 Industry Standards: If not otherwise provided, materials or work called for in this Contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

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

1.12 Breach and Waiver: Waiver or any breach of any Contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No Contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties. If any Contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, condition, or application. To this end, the Contract terms and conditions are severable.

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

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

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

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

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

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

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

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

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

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

1.22 Survival of Terms: Termination or expiration of this Contract for any reason will not release either party from any liabilities or obligations set forth in this Contract that: (i) the parties expressly agree will survive any such termination or expiration; or (ii) remain to be performed or by their nature would be intended to apply following any such termination or expiration.

2 VENDOR's Obligations

2.1 Eligible Members: VENDOR shall agree that eligible 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 eligibility. VENDOR shall not regard a member as terminated until VENDOR receives an official termination notice from MCHCP.

2.2 Confidentiality: VENDOR will have access to private and/or confidential data maintained by MCHCP to the extent necessary to carry out its responsibilities under this Contract. No private or confidential data received, collected, maintained, transmitted, or used in the course of performance of this Contract shall be disseminated by VENDOR except as authorized by MCHCP, either during the period of this Contract or thereafter. VENDOR must agree to return any or all data furnished by MCHCP promptly at the request of MCHCP in whatever form it is maintained by VENDOR. On the termination or expiration of this Contract, VENDOR will not use any of such data or any material derived from the data for any purpose and, where so instructed by MCHCP, will destroy or render it unreadable.

2.3 Subcontracting: Subject to the terms and conditions of this section, this Contract shall be binding upon the parties and their respective successors and assigns. VENDOR shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of MCHCP. VENDOR may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder

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without the prior written consent of MCHCP. VENDOR agrees that any and all subcontracts entered into by VENDOR for the purpose of meeting the requirements of this Contract are the responsibility of VENDOR. MCHCP will hold VENDOR responsible for assuring that subcontractors meet all the requirements of this Contract and all amendments thereto. VENDOR must provide complete information regarding each subcontractor used by VENDOR to meet the requirements of this Contract.

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

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

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

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

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

2.6 Change in Laws: VENDOR agrees that any state and/or federal laws and applicable rules and regulations enacted during the terms of the contract which are deemed by MCHCP to

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necessitate a change in the contract shall be incorporated into the contract automatically. MCHCP will review any request for additional fees resulting from such changes and retains final authority to make any changes. A consultant may be utilized to determine the cost impact.

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

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

2.7.2 Americans with Disabilities Act (ADA) and Americans with Disabilities Act Amendments Act of 2008 (ADAAA): Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act (ADA) and **Americans with Disabilities Act Amendments Act of 2008 (ADAAA)**, VENDOR understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of such disability. As a condition of accepting this Contract, VENDOR agrees to comply with all regulations promulgated under ADA or ADAAA which are applicable to all benefits, services, programs, and activities provided by MCHCP through contracts with outside contractors.

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

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

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

2.8 Indemnification: VENDOR shall be responsible for and agrees to indemnify and hold harmless MCHCP from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against MCHCP as a result of VENDOR's, VENDOR's employees, or VENDOR's

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associate or any associate's or subcontractor's failure to comply with section 2.8 of this contract.

2.9 Prohibition of Gratuities: Neither VENDOR nor any person, firm or corporation employed by VENDOR in the performance of this Contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any employee of MCHCP at any time.

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

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

2.11.1 Medical Professional Liability Coverage with a minimum of $5 million per occurrence and $10 million aggregate;

2.11.2 Workers' Compensation – statutory;

2.11.3 Commercial General Liability Insurance (including Products, Contractual, and Advertising Liability) with minimum $3 million per occurrence combined single limit of liability;

2.11.4 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;

2.11.5 Errors and Omissions with minimum of $3 million per occurrence combined single limit of liability.

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 VENDOR 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 lease a Best's rating of A. VENDOR shall provide MCHCP and the State of Missouri a certificate of insurance. Vendor's failure to maintain all coverage shall be considered a material breach.

2.12 Indemnification: VENDOR shall hold MCHCP harmless from an indemnify against any and all claims for injury to or death of any persons; for loss or damage to any property; and for

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infringement of any copyright or patent to the extent caused by VENDOR or VENDOR's employees or its subcontractors. MCHCP shall not be precluded from receiving the benefits of any insurance VENDOR may carry which provides for indemnification for any loss or damage of property in VENDOR's custody and control, where such loss or destruction is to MCHCP's property. VENDOR shall do nothing to prejudice MCHCP's right to recover against third parties for any loss, destruction, or damage to MCHCP's property.

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

2.14 Patent, Copyright, and Trademark Indemnity: VENDOR warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of this Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to MCHCP under this Contract. VENDOR shall defend any suit or proceeding brought against MCHCP on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of this Contract. This is upon condition that MCHCP shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, MCHCP may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by MCHCP at VENDOR's written request, it shall be at VENDOR's expense, but the responsibility for such expense shall be only that within VENDOR's written authorization. VENDOR shall indemnify and hold MCHCP harmless from all damages, costs, and expenses, including attorney's fees that VENDOR or MCHCP may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of this Contract. If any of the products provided by VENDOR in such suit or proceeding are held to constitute infringement and the use is enjoined, VENDOR shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them

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with non-infringement equal performance products or modify them so that they are no longer infringing. If VENDOR is unable to do any of the preceding, VENDOR agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of MCHCP, only those items of equipment or software which are held to be infringing, and to pay MCHCP: 1) any amounts paid by MCHCP towards the purchase of the product, less straight line depreciation; 2) any license fee paid by MCHCP for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee presenting the time remaining in any period of maintenance paid for. The obligations of VENDOR under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of VENDOR without its written consent.

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

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

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

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

2.19 Invoicing: VENDOR shall agree to provide MCHCP with transparent monthly invoicing in an encrypted electronic, format no more frequently than once per month. The monthly invoices shall include the monthly management fees, the monthly salary fees, the monthly clinic costs of the monthly rent, and any applicable vaccine program pass through costs. The total monthly invoice shall be reduced by any monies received from health center patients.

2.19.1 The monthly clinic costs shall be VENDOR's actual cost of items, supplies and expenses. VENDOR shall maintain documentation supporting its clinic costs including detailed receipts for each item MCHCP is being invoiced.

2.19.2 The monthly rent shall be included as a separate line item in the invoice submitted to MCHCP.

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2.19.3 VENDOR shall provide a detailed billing by the third business day following the month of service.

3 MCHCP'S OBLIGATIONS

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

- Certification of eligibility;
- Facilitate communication between the contractor and MCHCP's designated data vendor;
- Assist in notification and education of eligible state employees regarding the health center;
- Payment of monies due VENDOR;

3.2 Eligibility: All determinations for coverage eligibility will be made by MCHCP. Effective and termination dates of plan participants will be determined by MCHCP. VENDOR agrees that MCHCP members 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. VENDOR shall refer any and all questions received from members regarding eligibility or premiums to MCHCP.

3.3 Payment: 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.

3.4 Furnishings: MCHCP shall provide the following items at no cost to VENDOR: furniture, decorations, telephone line and telephone.

4 RECORDS RETENTION, ACCESS, AUDIT, AND FINANCIAL COMPLIANCE

4.1 Retention of Records: Unless MCHCP specifies in writing a shorter period of time, VENDOR agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of seven (7) years from the date of the expiration or termination of this contract. Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds seven (7) years. VENDOR agrees that authorized federal representatives, MCHCP personnel, and independent auditors acting on behalf of MCHCP and/or federal agencies shall have access to and the right to examine records during the contract period and during the ten (7) year post contract period. Delivery of and access to the records shall be at no cost to MCHCP.

4.2 Audit Rights: MCHCP and its designated auditors shall have access to and the right to examine any and all pertinent books, documents, papers, files, or records of Contractor involving any and all transactions related to the performance of this Contract. Contractor shall furnish all information necessary for MCHCP to comply with all Missouri and/or federal laws and regulations. MCHCP shall bear the cost of any such audit or review. MCHCP and Contractor shall agree to reasonable times for Contractor to make such records available for audit.

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

4.4 Access to Records: Upon reasonable notice, VENDOR must provide, and cause its subcontractors to provide, the officials and entities identified in this Section with prompt, reasonable, and adequate access to any records, books, documents, and papers that are directly pertinent to the performance of the services. Such access must be provided to MCHCP and, upon execution of a confidentiality agreement, to any independent auditor or consultant acting on behalf of MCHCP; and any other entity designated by MCHCP. VENDOR agrees to provide the access described wherever VENDOR maintains such books, records, and supporting documentation. Further, VENDOR agrees to provide such access in reasonable comfort and to provide any furnishings, equipment, or other conveniences deemed reasonably necessary to fulfill the purposes described in this section. VENDOR shall require its subcontractors to provide comparable access and accommodations. MCHCP shall have the right, at reasonable times and at a site designated by MCHCP, to audit the books, documents and records of VENDOR to the extent that the books, documents and records relate to costs or pricing data for this Contract. VENDOR agrees to maintain records which will support the prices charged and costs incurred for performance of services performed under this Contract. Also, VENDOR must furnish all information necessary for MCHCP to comply with all state and/or federal regulations. To the extent described herein, VENDOR shall give full and free access to all records to MCHCP and/or their authorized representatives.

4.5 Response/Compliance with Audit or Inspection Findings: VENDOR must take action to ensure its or its subcontractors' compliance with or correction of any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle relating to the services or any other deficiency contained in any audit, review, or inspection. This action will include VENDOR's delivery to MCHCP, for MCHCP's approval, a corrective action plan that addresses deficiencies identified in any audit(s), review(s), or inspection(s) within thirty (30) calendar days of the close of the audit(s), review(s), or inspection(s).

4.6 Inspections: Upon notice from MCHCP, VENDOR will provide, and will cause its subcontractors to provide, such auditors and/or inspectors as MCHCP may from time to time designate, with access to VENDOR service locations, facilities, or installations. The access described in this section shall be for the purpose of performing audits or inspections of the Services and the business of MCHCP. VENDOR must provide as part of the services any assistance that such auditors and inspectors reasonably may require to complete such audits or inspections.

5 Scope of Work

5.1 Purpose: VENDOR shall operate The Strive for Wellness® Health Center for eligible MCHCP members in accordance with the provisions and requirements of this contract. The Strive for Wellness® Health Center is located in the Truman State Office Building, 301 W. High St, Jefferson City, MO.

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5.2 Lease: VENDOR 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 and shall operate the health clinic in the leased space. A copy of the executed lease and any amendments shall be provided to MCHCP upon execution. 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.

5.3 Account Management: VENDOR 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 Director of General Services, and other staff designated by MCHCP. The account management team must:

5.3.1 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.

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

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

5.3.4 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.

5.4 Implementation: (final implementation schedule will be entered into contract, including a timeline 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 and Testing of data transmission to Truven Health Analytics

5.4.1 VENDOR must work with MCHCP to develop a schedule for testing of the eligibility test record set and error reporting responses. MCHCP requires that the contractor accept and run an initial test record set no later than October 15, 2023. Results of the test must be provided to MCHCP by October 30, 2023. Final acceptance of all eligibility file formats and responses are expected no later than November 30, 2023.

5.5 Meetings: VENDOR will 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.

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5.6 Hours of Operation: VENDOR shall be responsible for the day-to-day operations of the health center. VENDOR agrees to 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 patients for forty (40) hours during the afore-described time period. Hours available for patients 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.

5.7 Appointment System: VENDOR shall 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.

5.8 Registration and Scheduling: VENDOR shall provide a web-based registration system whereby members may schedule an appointment. 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.

5.9 Staffing: VENDOR shall be responsible for selection, hiring, and oversight of staff required to meet the desired level and scope of services as specified in this contract. VENDOR must assure that all tasks are conducted by the appropriate person (for example, chart reviews must be conducted by an appropriately licensed clinical person). VENDOR must provide qualified staff that is licensed in the state of Missouri to perform the health center services. Staff shall include, but not be limited to:

- **5.9.1** Collaborative Physician (MD) to provide collaborative support and supervision
- **5.9.2** Advanced Practice Registered Nurse (APRN) to diagnose, treat and prescribe under the supervisory physician
- **5.9.3** Licensed Clinical Social Worker or Licensed Psychologist
- **5.9.4** Medical Assistant (MA) to provide basic administration, gather information from patients, and draw and collect blood samples

5.10 Staff Redundancy and Replacement: VENDOR 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. VENDOR shall notify MCHCP on all staff replacements, whether temporary or permanent.

5.11 Other Services: Vendor shall be responsible for proper hiring and selection of necessary subcontractors or vendors to execute medical services not provided by the contractor.

5.12 Supplies and Equipment: VENDOR shall provide all medical supplies and equipment required for operation of the health center.

5.13 Laboratory: VENDOR shall provide access to Clinical Laboratory Improvement Amendments (CLIA)-waived laboratory services and other routine diagnostic services.

5.14 Electronic Medical Records: VENDOR shall provide electronic medical record functionality that includes patient registry, e-prescribing, auto reminders for preventive care and reporting, and clinical decision support tools. VENDOR must use technologically advanced tools and

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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. VENDOR'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.

5.15 Health Center Services: The health center shall provide convenient care for the treatment of uncomplicated minor illnesses, behavioral health counseling and access to basic preventive care services including, but not limited to, the following:

5.15.1 Sore throats/ears/headache

5.15.2 Strains/sprains/musculoskeletal problems

5.15.3 Non-specific abdominal pain

5.15.4 Non-specific chest pain

5.15.5 Cough

5.15.6 Sinus conditions

5.15.7 Allergies

5.15.8 Rashes

5.15.9 Acute urinary complaints

5.15.10 Acute injuries/acute routine office procedures

5.15.11 Sutures for laceration treatment

5.15.12 Preventive Care including health screenings and immunizations

5.15.13 Clinical Laboratory Improvement Amendments (CLIA)-waived lab services; and

5.15.14 Counseling services for depression, anxiety, loss, and other behavioral health problems.

5.16 Co-Pays: Unless the visit is for preventive care, patients shall be assessed an office visit copayment care in accordance with 22 CSR 10-2.140 Strive for Wellness® Health Center Provisions, Charges, and Service

5.17 Collaboration: VENDOR shall collaborate with MCHCP to promote initiatives, including, but not limited to, health education promotions and strategies, such as but not limited to, preventive health screenings, weight management programs, prevention awareness activities and events, and tobacco cessation services.

5.18 Customer Support: MCHCP shall provide phone numbers and phones which VENDOR shall staff with qualified professionals to allow members to schedule an appointment, communicate

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with clinical staff about labs results, follow up, and ask simple medical questions. Any use of automated phone trees must be brief. The call center must:

5.18.1 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.

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

5.18.3 Equip staff with other MCHCP vendor phone numbers to refer members for additional benefits.

5.18.4 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.

5.18.5 Provide availability by phone at a minimum to include Monday through Friday hours of 8:00 a.m. to 5:00 p.m. Central Time.

5.18.6 MCHCP will provide a dedicated voice mailbox 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.

5.19 Vaccine Purchases: VENDOR shall collaborate with MCHCP to facilitate purchasing vaccines for the Department of Corrections and other identified agencies with MCHCP providing pass through reimbursement. The purpose of the vaccine purchase program is to provide a means for the agencies to facilitate necessary employee vaccinations required in the course of employment. The vaccine cost shall be included as a separate line item in the invoice submitted to MCHCP.

5.20 Communications: VENDOR shall develop and circulate communication materials to employees about the onsite health center and distribute MCHCP population health education materials as requested by MCHCP. All promotional and patient education materials, events and monthly health topic strategies must have MCHCP prior approval before use or implementation. MCHCP must review and approve all written communications developed and used by VENDOR to communicate specifically with MCHCP members at any time during the contract period. Notwithstanding the foregoing, nothing herein prohibits VENDOR from communicating directly with members in the regular course of providing services under the contract (e.g. responding to member inquiries, etc.).

5.21 Eligibility File: VENDOR shall be able to accept, via secure file transfer, all MCHCP eligibility information on a weekly basis utilizing the ASC X12N 834 (005010X095A1) transaction set. MCHCP will supply specific record set information in an electronic format and the contractor must process such information within 24 hours of receipt. VENDOR must provide a dedicated technical contact that will provide support to MCHCP Information Technology Department for any EDI issues.

SAMPLE

5.21.1 MCHCP will send a transactional based eligibility file weekly and a periodic full eligibility reconciliation file. VENDOR is expected to provide an audit report of this reconciliation for MCHCP review of accuracy.

5.21.2 Within two business days after processing any eligibility related file, VENDOR 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 VENDOR audits will be provided to ensure the data MCHCP is sending will pass the contractor's audit tests.

5.21.3 VENDOR shall provide access to view member data on their system via a web based "Employer Portal" to ensure MCHCP provided eligibility files are correctly updating VENDOR's system, and for MCHCP member support to verify individual member specific information on demand.

5.21.4 VENDOR will supply a data dictionary of the fields MCHCP is updating on their system and the allowed values for each field.

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

5.21.6 The required method for all file transfers is Secure FTP. No PGP is required but can be implemented upon request. MCHCP will provide an account for VENDOR transfers at ftp.mchcp.org.

5.22 Electronic Transmission Protocols: VENDOR and all subcontractors shall maintain encryption standards of 2048 bits or greater for RSA key pairs, and 256 bit session key strength for the encryption of confidential information and transmission over public communication infrastructure. Batch transfers of files will be performed using SFTP or FTPS with similar standards and refined as needed to best accommodate provider configurations (i.e. port assignment, access control, etc.).

5.23 Single Sign On: VENDOR must support single sign-on from MCHCP's Member Portal to the contractor's Member Portal utilizing Security Assertion Markup Language (SAML).

6 REPORTING

6.1 Third Party Reporting: VENDOR shall provide encounter data to MCHCP and/or MCHCP's designated data vendor (currently Merative) in the detail and format specified by MCHCP with the understanding that the data shall be owned by MCHCP. Provide encounter data to MCHCP and/or MCHCP's designated data vendor (currently Merative) in the detail and format specified by MCHCP with the understanding that the data shall be owned by MCHCP. VENDOR shall provide data in an electronic format and within a timeframe specified by MCHCP and place no restraints on use of the data provided MCHCP has in place procedures to protect the

SAMPLE

confidentiality of the data consistent with HIPAA requirements VENDOR also agrees to pay applicable fees associated with data format changes due to contractor-initiated or regulatory contractor requirement.

6.2 VENDOR shall provide MCHCP with a cumulative monthly cash reconciliation spreadsheet reflecting any monies received from health center patients. 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, separately, of those enrolled in the HSA Plan. The amounts received shall be a reduction to the monthly amount invoiced.

6.3 Performance Standards: VENDOR shall meet the performance standards as agreed to in the performance guarantees exhibit X and utilize the Optavise 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.

6.4 Satisfaction Surveys: VENDOR shall conduct health center visitor/patient satisfaction surveys annually and share those results with MCHCP.

6.5 Utilization Reporting: VENDOR 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 VENDOR. It is contemplated that the report will include, at a minimum for each reporting period and year-to-date: (a) unduplicated count of patients; (b) the types of services provided; (c) the number of visits provided including new patient and established patient visits; and (d) other utilization reports upon request of MCHCP.

6.6 Standard Reporting: VENDOR shall submit standard reports to MCHCP on a quarterly and annual basis. <other reporting requirements will be entered from the RFP>.

6.7 Ad Hoc Reports: At the request of MCHCP, VENDOR shall submit additional ad hoc reports on information and data readily available to VENDOR. If any reports are substantially different from the reports agreed upon, fair and equitable compensation will be negotiated with VENDOR.

7 CANCELLATION, TERMINATION OR EXPIRATION

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

7.2 Termination for Cause: MCHCP may terminate this Contract, or any part of this Contract, for cause under any one of the following circumstances: 1) VENDOR fails to make delivery of goods or services as specified in this Contract; 2) VENDOR fails to satisfactorily perform the work specified in this Contract; 3) VENDOR fails to make progress so as to endanger performance of this Contract in accordance with its terms; 4) VENDOR breaches any provision of this Contract; 5) VENDOR assigns this Contract without MCHCP's approval; or 6) Insolvency or bankruptcy of VENDOR. MCHCP shall have the right to terminate this Contract, in whole or

SAMPLE

in part, if MCHCP determines, at its sole discretion, that one of the above listed circumstances exists. In the event of termination, VENDOR shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by MCHCP, subject to any offset by MCHCP for actual damages including loss of any federal matching funds. VENDOR shall be liable to MCHCP for any reasonable excess costs for such similar or identical services included within the terminated part of this Contract.

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

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

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

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

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

Missouri Consolidated Health Care Plan	**VENDOR**
By: _____	By: _____
Title: Executive Director	Title: _____
Date: _____	Date: _____

SAMPLE

EXHIBIT A-8
SAMPLE BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") between the Missouri Consolidated Health Care Plan (hereinafter "Covered Entity" or "MCHCP") and Health Center Contractor. (hereinafter "Business Associate") is entered into as a result of the business relationship between the parties in connection with services requested and performed in accordance with the 2024 Onsite Health Center ("RFP") and under Contract *#24-SFWHC*, as renewed and amended, (hereinafter the "Contract").-

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

1 **Purpose**.

The Contract is for management of the Strive for Wellness Health Center.

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

2 **Definitions**.

2.1 For purposes of this Agreement:

"Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and in reference to this Agreement, shall mean Health Center Contractor.

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

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

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

SAMPLE

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

2.3 To the extent a term is defined in the Contract and this Agreement, the definition in this Agreement, subject in all material respects to the HIPAA Rules, shall govern.

2.4 Notwithstanding the forgoing, for ease of reference throughout this Agreement, Business Associate understands and agrees that wherever PHI is referenced in this Agreement, it shall be deemed to include all MCHCP-related PHI in any format or media including paper, recordings, electronic media, emails, and all forms of MCHCP-related ePHI in any data state, be it data in motion, data at rest, data in use, or otherwise.

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

3.1 Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as required by law.

3.2 Appropriate Safeguards. Business Associate agrees to implement, maintain, and use appropriate administrative, physical, and technical safeguards, and fully comply with all applicable standards, implementation specifications, and requirements of Subpart C of 45 CFR Part 164 with respect to ePHI, in order to: (i) ensure the confidentiality, integrity, and availability of ePHI created, received, maintained, or transmitted; (ii) protect against any reasonably anticipated threats or hazards to the security or integrity of such information; and (iii) protect against use or disclosure of ePHI by Business Associate, its workforce, and its subcontractors other than as provided for by this Agreement.

3.3 Subcontractors. Pursuant to §§ 164.308(b)(2) and 164.502(e)(1)(ii), Business Associate agrees it will not permit any subcontractors to create, receive, access, use, maintain, disclose, or transmit PHI in connection with, on behalf of, or under the direction of Business Associate in connection with performing its duties and obligations under the Contract unless and until Business Associate obtains satisfactory assurances in the form of a written contract or written agreement in accordance with §§ 164.504(e) and 164.314(a)(2) that the subcontractor(s) will appropriately safeguard PHI and in all respects comply with the same restrictions, conditions, and requirements applicable to Business Associate under the HIPAA Rules and this Agreement with respect to such information.

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

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

3.4.1 The notice shall be delivered to, and confirmed received by, MCHCP without unreasonable delay, but in any event no later than three (3) business days of Business Associate's first discovery, as discovery is described under § 164.410, of the unauthorized use or disclosure, breach of unsecured PHI, or security incident.

3.4.2 The notice shall be in writing and sent to both of the following MCHCP workforce members and deemed delivered only upon personal confirmation, acknowledgement or receipt in any form, verbal or written, from one of the designated recipients:

- MCHCP's Privacy Officer → currently, Jennifer Stilabower, (573) 522-3242, Jennifer.Stilabower@mchcp.org, 832 Weathered Rock Court, Jefferson City, MO 65101

- MCHCP's Security Officer → currently, Brad Kifer, (573) 526-2858, Brad.Kifer@mchcp.org , 832 Weathered Rock Court, Jefferson City, MO 65101

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

3.4.3 The notice shall include to the fullest extent possible:

a) a detailed description of what happened, including the date, time, and all facts and circumstances surrounding the unauthorized use or disclosure, breach of unsecured PHI, or security incident;

b) the date, time, and circumstances surrounding when and how Business Associate first became aware of the unauthorized use or disclosure, breach of unsecured PHI, or security incident;

c) identification of each individual whose PHI has been, or is reasonably believed by Business Associate to have been involved or otherwise subject to possible breach;

d) a description of all types of PHI known or potentially believed to be involved or affected;

e) identification of any and all unauthorized person(s) who had access to or used the PHI or to whom an unauthorized disclosure was made;

f) all decisions and steps Business Associate has taken to date to investigate, assess risk, and mitigate harm to MCHCP and all potentially affected individuals;

g) contact information, including name, position or title, phone number, email address, and physical work location of the individual(s) designated by Business Associate to act as MCHCP's primary contact for purposes of the notice triggering event(s);

h) all corrective action steps Business Associate has taken or shall take to prevent future similar uses, disclosures, breaches, or incidents;

i) if all investigatory, assessment, mitigation, or corrective action steps are not complete as of the date of the notice, Business Associate's best estimated timeframes for completing each planned but unfinished action step; and

j) any action steps Business Associate believes affected or potentially affected individuals should take to protect themselves from potential harm resulting from the matter.

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

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

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

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

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

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

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

3.6 Individual Access to PHI. If an individual requests access to PHI under § 164.524, Business Associate agrees it will make all PHI about the individual which Business Associate created or received for or from MCHCP that is in Business Associate's custody or control available in a designated record set to MCHCP or, at MCHCP's direction, to the requesting individual or his or her authorized designee, in order to satisfy MCHCP's obligations as follows:

3.6.1 If Business Associate receives a request for individual PHI in a designated record set from MCHCP, Business Associate will provide the requested information to MCHCP within five (5) business days from the date of the request in a readily accessible and readable form and manner or as otherwise reasonably specified in the request.

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

3.7 Amendments of PHI. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by MCHCP pursuant to § 164.526, and take other measures as necessary and reasonably requested by MCHCP to satisfy MCHCP's obligations under § 164.526.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a) Making disclosures to public officials as permitted under § 164.512, if the public official represents that the information requested is the minimum necessary for the stated purpose(s); or

b) The information is requested by a professional who is a member of its workforce or is a business associate of MCHCP for the purpose of providing professional services to MCHCP, if the professional represents that the information requested is the minimum necessary for the stated purpose(s).

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

5 **Obligations of MCHCP**.

5.1 Notice of Privacy Practices. MCHCP shall notify Business Associate of any limitation(s) that may affect Business Associate's use or disclosure of PHI by providing Business Associate with MCHCP's Notice of Privacy Practices in accordance with § 164.520, the most recent copy of which is attached to this Agreement.

5.2 Individual Authorization Changes. MCHCP shall notify Business Associate in writing of any changes in, or revocation of, the authorization by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

5.3 Confidential Communications. MCHCP shall notify Business Associate in writing of individual requests approved by MCHCP in accordance with § 164.522 to receive communications of PHI from Business Associate by alternate means or at alternative locations, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

5.4 Individual Restrictions. MCHCP shall notify Business Associate in writing of any restriction to the use or disclosure of PHI that MCHCP has agreed and, if applicable, any subsequent revocation or termination of such restriction, in accordance with § 164.522, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

5.5 Permissible Requests by MCHCP. MCHCP shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by MCHCP.

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

6.1 Term. This Agreement is effective upon signature of both parties, and shall terminate upon the termination, expiration, or cancellation of the Contract, as amended, unless sooner terminated for cause under subsection 6.2 below.

6.2 Termination. Without limiting MCHCP's right to terminate the Contract in accordance with the terms therein, Business Associate also authorizes MCHCP to terminate this Agreement immediately by written notice and without penalty if MCHCP determines, in its sole discretion, that Business Associate has violated a material term of this Agreement and termination of this Agreement is in the best interests of MCHCP or its members. Without limiting the foregoing authorization, Business Associate agrees that MCHCP may, as an alternative or in addition to termination, require Business Associate to end the violation of the material term(s) and cure the breach of contract within the time and manner specified by MCHCP based on the circumstances presented. With respect to this subsection, MCHCP's remedies under this Agreement and the Contract are cumulative, and the exercise of any remedy shall not preclude the exercise of any other.

6.3 Obligations of Business Associate Upon Termination. Upon termination, expiration, or cancellation of this Agreement for any reason, Business Associate agrees to return to MCHCP or deliver to another MCHCP business associate at MCHCP's direction all PHI received from MCHCP, any current or former Business Associate or workforce member of MCHCP, or any current or former member of MCHCP, as well as all PHI created, compiled, stored or accessible to Business Associate or any subcontractor, agent, affiliate, or workforce member of Business Associate, relating to MCHCP as a result of services provided under the Contract. All such PHI shall be securely transmitted in accordance with MCHCP's written directive in electronic format accessible and decipherable by the MCHCP designated recipient. Following confirmation of receipt and usable access of the transmitted PHI by the MCHCP designated recipient, Business Associate shall destroy all MCHCP-related PHI and thereafter retain no copies in any form for any purpose whatsoever. Within seven (7) business days following full compliance with the requirements of this subsection, an authorized representative of Business Associate shall certify in writing addressed to MCHCP's Privacy and Security Officers that Business Associate has fully complied with this subsection and has no possession, control, or access, directly or indirectly, to MCHCP-related PHI from any source whatsoever.

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

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

7 **Miscellaneous**.

7.1 Satisfactory Assurance. Business Associate expressly acknowledges and represents that execution of this Agreement is intended to, and does, constitute satisfactory assurance to MCHCP of Business Associate's full and complete compliance with its obligations under the HIPAA Rules. Business Associate further acknowledges that MCHCP is relying on this assurance in permitting Business Associate to create, receive, maintain, use, disclose, or transmit PHI as described herein.

7.2 Indemnification. Each party shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the other party and its current and former trustees, employees, and agents from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorneys' fees and expenses, including at trial and on appeal) arising out of the acts or omissions of such party or any subcontractor, consultant, or workforce member of such party to the extent such acts or omissions violate the terms of this Agreement or the HIPAA Rules as applied to the Contract.

Notwithstanding the foregoing, if Business Associate maintains any MCHCP-related PHI following termination of the Contract and this Agreement pursuant to subsection 6.3, Business Associate shall be solely responsible for all PHI it maintains and, to the fullest extent permitted by law, Business Associate shall protect, defend, indemnify and hold harmless MCHCP and its current and former trustees, employees, and agents from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorneys' fees and expenses, including at trial and on appeal) arising out of the acts or omissions of Business Associate or any subcontractor, consultant, or workforce member of Business Associate regarding such PHI to the extent such acts or omissions violate the terms of the Act or the HIPAA Rules.

7.3 No Third Party Beneficiaries. There is no intent by either party to create or establish third party beneficiary status or rights or their equivalent in any person or entity, other than the parties hereto, that may be affected by the operation of this Agreement, and no person or entity, other than the parties, shall have the right to enforce any right, claim, or benefit created or established under this Agreement.

7.4 Amendment. The parties agree to work together in good faith to amend this Agreement from time to time as is necessary or advisable for compliance with the requirements of the HIPAA Rules. Notwithstanding the foregoing, this Agreement shall be deemed amended automatically to the extent any provisions of the Act or the HIPAA Rules not addressed herein become applicable to Business Associate during the term of this Agreement pursuant to and in accordance with any subsequent modification(s) or official and binding legal clarification(s), to the Act or the HIPAA Rules.

7.5 Interpretation. Any reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

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

Missouri Consolidated Health Care Plan	**Health Center Contractor**
By: _____	By: _____
Title: Executive Director	Title: _____
Date: _____	Date: _____

Introduction

Missouri Consolidated Health Care Plan (MCHCP) provides the health benefit program for most State of Missouri employees, retirees, and their dependents covering over 85,000 members (lives) with over 53,000 members (lives) that are eligible for the onsite health center services. Members under Age 18 and those enrolled in MCHCP's Medicare Advantage Plan are not eligible for health center services.

This document constitutes a request for sealed proposals from qualified organizations to provide an onsite health center to state of Missouri employees. While there are over 53,000 members that are eligible to use the health center, there are approximately 8,000 eligible members who reside in Cole County where the health center is located.

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 patients to be able to continue seeking services from the health center on January 1, 2024.
- 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 with the capacity to serve a minimum of 5,000 patients. The bidder must have been in operation and performing the services requested in this RFP for a minimum of five (5) years.
- Technology – The bidder must have the ability to use technologically advanced tools and resources with a reliable and proven integrated system that can be a detailed and secure repository of patients' health records. This must at a minimum, incorporate labs, consultation notes, pharmacy information (allow to electronically prescribe), and preventive medicine tests/procedures, all in an easy-to-use format with a patient portal feature for patients to directly access their blood work, tests, etc.

- Evidence-based Medicine – The bidder must have a strong commitment to evidence-based medicine and proven approach, process, technology, metrics, high standards of clinical quality, and patient safety.

- Data Feeds – Bidders shall agree to provide a regular data file to MCHCP's designated data vendor (currently Merative). 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.

- 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 is 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 May 1, 2023, 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.

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 Oracle Cerner will expire on December 31, 2023. The current monthly fees paid to Oracle Cerner are as follows:

    - Monthly Management Fee: $18,659.

    - Monthly Salary Fee: $41,742. Current staff are:

        - 1 FTE - Advanced Registered Nurse Practitioner (ARNP);
        - 1 FTE – Behavioral Health Counseling Services Provider (Licensed Clinical Social Worker)
        - 2 FTE - Medical Assistant (MA)
        - 0.10 FTE – Collaborative Physician

    - Monthly Clinic Costs: $6,387.

- Health Center Statistics 2021-2022:

2021			
Age Group	Visits	Unique Patients	Average visits per age group
18-25	159	86	1.85
26-34	817	414	1.97
35-44	1018	533	1.91
45-54	1184	593	2.00
55+	900	477	1.89
Total	**4078**	**2103**	**1.94**

2022			
Age Group	Visits	Unique Patients	Average visits per age group
18-25	205	84	2.38
26-34	670	330	2.01
35-44	750	424	1.74
45-54	868	473	1.81
55+	777	419	1.82
Total	**3270**	**1730**	**1.89**

Top Ten Diagnosis	2021	2022
Encounter for immunization	1640	885
PTSD (post-traumatic stress disorder)	395	385
Sore throat	119	189
Exposure to COVID-19 virus/COVID 19	270	201
Cough	84	187
Dysuria	89	92
Nasal congestion	56	77
Acute maxillary sinusitis	47	82
Sinusitis	114	82
Acute pansinusitis	27	92
Upper respiratory infection	34	80
Viral illness	10	84
Allergic rhinitis	61	
Obesity	64	

Appointment Types	2021	2022	Grand Total
Behavioral Health Follow Up - 50 mins (HST)	457	397	854
Behavioral Health Follow Up (Parking) - (HST)	8	31	39
Behavioral Health Initial - 50 mins (HST)	18	17	35
Behavioral Health Initial (Parking) - 50 mins	3	4	7
COVID/FLU Vaccination - (HST)	1499	818	2317
Health Maintenance - 10 mins (HST)	169	56	225
Health Maintenance (Parking) - 10 mins (HST)		1	1
Illness Follow Up - 25 mins (HST)	103	58	161
Illness Follow Up (Parking) - 25 mins (HST)	5	9	14
Illness Initial (Parking) - 25 mins (HST)	66	138	204
Illness Initial - 25 mins (HST)	686	588	1274
Immediate/Today - 25 mins (HST)	561	972	1533
Immediate/Today (Parking) - 25 mins (HST	30	61	91
Immunization - 10 mins (HST)	121	55	176
Immunization (Parking) - 10 mins (HST)	2	1	3
Lab - 10 mins (HST)	257	17	274
Lab (Parking) - 10 mins (HST)	1	1	2
Lab Return - 10 mins (HST)	1	4	5
Medication Administration - 10 mns (HST)	12	5	17
Physical - 50 mins (HST)	16	34	50
Physical (Parking) - 50 mins (HST)	5	3	8
Telephone Service (MOCO)-Condition Management	1		1
Telephone Service (MOCO)-Illness/Injury	6		6
Telephone Srvc (MOCO)-Illness/Injury-25 mins	3		3
Telephone Visit (MOCO)-Immediate/Same Day	48		48
Grand Total	**4078**	**3270**	**7348**

Assumptions and Considerations

Please submit your proposal using the Optavise (DirectPath is becoming Optavise) online submission tool no later than **Monday, May 1, 2023, 5 p.m. CT (6 p.m. ET)**. Due to the limited timeframe for proposal analysis and program implementation, **no individual deadline extensions will be granted**.

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

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

Proposal Instructions

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

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, 2023. 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, 2024, through December 31, 2024, 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 5, 2023 8 a.m. CT (9 a.m. ET)
Intent to Bid Document Due	Wednesday, April 12, 2023 5 p.m. CT (6 p.m. ET)
Question Submission Deadline	Wednesday, April 12, 2023 5 p.m. CT (6 p.m. ET)

Activity	Timing
MCHCP Responses to Submitted Questions	Tuesday, April 18, 2023 5 p.m. CT (6 p.m. ET)
All Questionnaires and Pricing Due	Monday, May 1, 2023 5 p.m. CT (6 p.m. ET)
Finalist Interviews/Site Visits (if necessary)	Early June, 2023
Final Vendor Selection	Late June, 2023
Health Center Operational Date	January 1, 2024

Questions

During this bidding opportunity, MCHCP will be using the online messaging module of the DirectPath/Optavise 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.

All questions regarding specifications, requirements, competitive procurement process, etc., must be in writing and submitted through the online messaging module of the DirectPath/Optavise application by **Wednesday, April 12, 2023, 5 p.m. CT (6 p.m. ET)**. Questions received after April 12 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/Optavise 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 via the messaging module, with a summary of all questions and answers provided by **Tuesday, April 18, 2023.**

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 **5 p.m. CT (6 p.m. ET), Monday, May 1, 2023.**

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 to verify the intent of the bidder. The bidder is cautioned, however, that its response shall be subject to acceptance or rejection without further clarification.

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

bidder's proposal. Failure of the bidder to submit such information may cause an adverse impact on the evaluation of the bidder's proposal.

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

Evaluation Criteria

Vendor Profile	80 points
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	60 points
Technology and Security	100 points
Performance Guarantees	100 points
Sub-total – Non-financial points	600 points
Bonus Points – MBE/WBE Participation Commitment	10 points
Financial Proposal	400 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 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 12 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.

<u>Definition -- Qualified MBE/WBE:</u>

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

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, 2024 – December 31, 2024, with guaranteed not-to-exceed maximum costs for program years beginning January 1, 2025, and January 1, 2026. Costs for program years beginning January 1, 2027, and 2028 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 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, 2024, through December 31, 2024, 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 (CY2025 and CY2026) 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 (CY2027 and CY2028) will be negotiated and is due prior to May 15 of the next plan year.

Using DirectPath/Optavise

The 2024 Onsite Health Center RFP contains 2 broad categories of items that you will need to work on via the DirectPath/Optavise 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/Optavise website. They should be downloaded, completed and/or signed by your organization, and then posted/uploaded back to the DirectPath/Optavise 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.

These components can be found in the DirectPath/Optavise application under the 2024 MCHCP Onsite Health Center RFP on the Event Details page of the application.

Note that as you use the DirectPath/Optavise 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/Optavise application homepage. For help with data entry and navigation throughout the application, you can contact the DirectPath/Optavise 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/Optavise by**, Monday, May 1, 2023, 5 p.m. CT (6 p.m. ET).**

The questionnaires are located within the *Items Requiring a Response* tab. This tab contains 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/Optavise application homepage. You have the option to "respond online" or through 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, May 1, 2023**, 5 p.m. CT (6 p.m. ET).

Notes Regarding Pricing

Quotes should assume:

- Health center appointments start: January 1, 2024
- Submitted costs for CY2024 shall be firm, while costs for CY2025 and CY206 shall be submitted as "not-to-exceed" amounts. Allowed costs for CY2027 and CY2028 will be negotiated.
- Proposed costs are subject to negotiation prior to the award of a contract by MCHCP. Refer to this Instructions document for cost proposal worksheet instructions.
- Annual renewals are solely at the option of MCHCP. Renewal costs are due by May 15 of each year and are subject to negotiation.

Completing Other Response Documents

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

- Exhibit A-1 – Intent to Bid (due 5 p.m. CT, April 12, 2023)
- Exhibit A-3 – Proposed Bidder Modifications (due 5 p.m. CT, May 1, 2023)
- Exhibit A-4 – Confirmation Document (due 5 p.m. CT, May 1, 2023)
- Exhibit A-5 – Contractor Certification (due 5 p.m. CT, May 1, 2023)
- Exhibit A-6 – MBE-WBE Intent to Participate Document (due 5 p.m. CT, May 1, 2023)

The following 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 5 p.m. CT, May 1, 2023)
- Exhibit A-8 – Sample MCHCP Business Associate Agreement (due 5 p.m. CT, May 1, 2023)

RFP CHECKLIST

Prior to the May 1, 2023, close date, be sure you have completed and/or reviewed each of the documents listed in the following table.

Type	Document Name
Questionnaire	Onsite Health Center Questionnaire
Questionnaire	Mandatory Contract Provisions Questionnaire
Response	Exhibit A-1 Intent to Bid.doc **Respond by: Wednesday, April 12, 2023**
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

Type	Document Name
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 Sample MCHCP Business Associate Agreement.docx
Reference	Introduction and Instructions – 2024 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/Optavise application by **Wednesday, April 12, 2023, 5 p.m. CT (6 p.m. ET)**.

For technical questions related to the use of DirectPath/Optavise, please contact the DirectPath/Optavise 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 MCHCP members 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 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 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 10 of the Health Center RFP Questionnaire.

B2. SPECIFIC REQUIREMENTS – The contractor shall:

B2.1 Provide an onsite health center for eligible MCHCP members. The *Strive for Wellness®* Health Center is located in the Harry S 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, 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 to 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 patients for forty (40) hours during the afore-described time period. Hours available for patients shall be Monday, Wednesday, and Thursday 8:00 a.m. to 1:00 p.m. and 2:00 p.m. to 5:00 p.m.; and Tuesday and Friday 7:00 a.m. to 11:00 a.m. and 12:00 p.m. to 4:00 p.m. Alternate hours may be considered with MCHCP approval.

B2.5 Provide all medical supplies and equipment required for operation of the health center.

B2.6 Provide access to Clinical Laboratory Improvement Amendments (CLIA)-waived laboratory services and other routine diagnostic services.

B2.7 Collaborate with MCHCP to promote initiatives, including, but not limited to, health education promotions and strategies, such as but not limited to, preventive health screenings, weight management programs, prevention awareness activities and events, and tobacco cessation services.

B2.8 Provide electronic medical record functionality that includes patient registry, e-prescribing, auto reminders for preventive care and reporting, and clinical decision support tools.

B2.9 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.

B2.10 Provide a designated account manager to MCHCP.

B2.11 Conduct health center visitor/patient satisfaction surveys annually and share those results with MCHCP.

B2.12 Provide quarterly and annual reporting regarding utilization of the health center.

B2.13 Collaborate with MCHCP to facilitate purchasing vaccines for the Department of Corrections and other identified agencies with MCHCP providing pass-through reimbursement. The purpose of the vaccine purchase program is to provide a means for the agencies to facilitate necessary employee vaccinations required in the course of employment. The vaccine cost shall be included as a separate line item in the invoice submitted to MCHCP.

B3. INDEMNIFICATION AND INSURANCE

B3.1 The contractor shall at its sole expense carry the following insurance policies acceptable to MCHCP as follows:

B3.1.1 Medical Professional Liability Coverage with a minimum of $5 million per occurrence and $10 million aggregate;

B3.1.2 Workers' Compensation – statutory;

B3.1.3 Commercial General Liability Insurance (including Products, Contractual, and Advertising Liability) with minimum $3 million per occurrence combined single limit of liability;

B3.1.4 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;

B3.1.5 Errors and Omissions with minimum of $3 million per occurrence combined single limit of liability.

B3.1.6 The vendor may include an umbrella/excess liability policy to meet the minimum limits.

B3.2 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.

B4.3 The monthly rent shall be included as a separate line item in the invoice submitted to MCHCP.

B5. HEALTH CENTER STAFFING

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

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

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

B5.1.3 Licensed Clinical Social Worker, Licensed Professional Counselor or Licensed Psychologist;

B5.1.4 Medical Assistant 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 redundancy through on-call or other arrangements so that redundant staff are immediately available if regular staff are absent due to illness, vacation, continuing education or other reason.

B5.4 Staff Replacement

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

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

B6. HEALTH CENTER SERVICES

B6.1 The health center shall provide convenient care for the treatment of uncomplicated minor illnesses, behavioral health counseling, and access to basic preventive care services including, but not limited to, the following:

B6.1.1 Evaluation and management of the following:

- Sore throats/ears/headache
- Strains/sprains/musculoskeletal problems

- Non-specific abdominal pain
- Non-specific chest pain
- Cough
- Sinus conditions
- Allergies
- Rashes
- Acute urinary complaints, and
- Acute injuries/acute routine office procedures, such as sutures for laceration treatment.

B6.1.2 Preventive care including health screenings and immunizations.

B6.1.3 Clinical Laboratory Improvement Amendments (CLIA)-waived lab services.

B6.1.4 Counseling services for depression, anxiety, loss, and other behavioral health problems.

B6.2 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.

B6.3 Patients shall be assessed an office visit copayment unless the visit is for preventive care in accordance with 22 CSR 10-2.140 Strive for Wellness® Health Center Provisions, Charges, and Service.

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 Contractor must:

B7.1.1 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.

B7.1.2 Equip staff with other MCHCP phone numbers and information to refer members to proper resources such as MCHCP's health plan and the employee assistance program when appropriate.

B7.1.3 Equip staff with other MCHCP vendor phone numbers to refer members for additional benefits, etc.

B7.1.4 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.

B7.1.5 Provide availability by phone at a minimum to include Monday through Friday hours of 8:00 a.m. to 5:00 p.m. Central Time.

B7.1.6 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 health education materials as requested by MCHCP.

B7.5 All promotional and patient education materials, events and health topic strategies must have MCHCP prior approval before use or implementation.

B8. ELIGIBILITY

B8.1 The contractor shall agree that MCHCP members 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, via secure file transfer, all MCHCP eligibility information on a weekly basis utilizing the ASC X12N 834 (005010X095A1) transaction set. MCHCP will supply specific record set 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 any 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. Contractor is expected to provide an audit report of this reconciliation for MCHCP review of accuracy.

B9.1.2 MCHCP will provide a recommended data mapping for the 834-transaction set to the contractor after the contract is awarded and is willing to work with the contractor on any specific needs to ensure accuracy and timeliness.

B9.1.3 Within two business days after processing any eligibility related 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 member data on their system via a web based "Employer Portal" to ensure MCHCP provided eligibility files are correctly updating the contractor's system, and for MCHCP member support to verify individual member specific information on demand.

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 required method for all file transfers is Secure FTP. No PGP is required but can be implemented upon request. MCHCP will provide an account for the contractor transfers at ftp.mchcp.org.

B9.2 The contractor must be able to support single sign-on from MCHCP's own Member Portal to the contractor's Member Portal utilizing Security Assertion Markup Language (SAML2). MCHCP is willing to work with the contractor on the specifics of 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 and error reporting responses. MCHCP requires that the contractor accept and run an initial test record set no later than October 15, 2023. Results of the test must be provided to MCHCP by October 30, 2023. Final acceptance of all eligibility file formats and responses are expected no later than November 30, 2023.

B9.4 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.

B9.4.1 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.

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 clinical 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 Merative

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 clinic 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 clinic manager will deal directly with MCHCP's Director of General Services 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 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 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 Merative) 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 Merative) 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 patients; (b) the types of services provided; (c) the number of visits provided including new patient and established patient visits; and (d) other utilization reports upon request of MCHCP.

B11.3 The contractor shall submit standard reports to MCHCP on a 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.

B11.4 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.

B11.5 Outcomes Measurement and Reporting –The contractor shall:

B11.5.1 Document and report participant satisfaction with the program annually or in accordance with the timeline recommended by MCHCP and via an agreed-upon tool.

B11.5.2 Make standard and/or ad hoc reports available to support the performance standards outlined in Section 10 of the Onsite Health Center Questionnaire.

B11.5.3 Meet the performance standards as agreed to in the performance guarantees exhibit.

B11.5.4 Agree to put a portion of the fees at risk for the performance standards outlined in Section 10 of the Onsite Health Center Questionnaire.

B11.5.5 Utilize the Optavise 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.

B11.6 The contractor shall provide MCHCP with a cumulative monthly cash reconciliation spreadsheet reflecting any monies received from health center patients. 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, separately, of those enrolled in the HSA Plan. The amounts received shall be a reduction to the monthly amount invoiced.

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 monthly invoice shall include the monthly management fee, the monthly salary fee, the monthly clinic costs, the monthly rent, and any applicable vaccine program pass-through costs. The total monthly invoice shall be reduced by any monies received from health center patients.

B12.2 The monthly clinic costs shall be the contractor's actual cost of such items, supplies and expenses. The Contractor shall maintain documentation supporting its clinic costs including detailed receipts for each item MCHCP is being invoiced.

B12.3 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 MCHCP members 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/Optavise 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 DirectPath/Optavise web site, as indicated on page 14 of the *Introduction and Instructions* document of the RFP. Such communication must be received no later than Wednesday, April 12, 2023, 5 p.m. CT (6 p.m. ET).

Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, 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-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.

MED. STORAGE
LAB
CORRIDOR
UNISEX RESTROOM
CARE SUITE 1
CARE SUITE 2
CORRIDOR
TRIAGE
SOFFIT
CHARTING STATION
LOUNGE
REFRIG. (N.I.C.)
FROSTED GLASS
SLIDING "BARN" DOOR
CORRIDOR
OFFICE
WAITING ROOM
ROOM 478
STRIVE FOR WELLNESS HEALTH CENTER
GLASS ART
CARE SUITE 3
CARE SUITE 6
CORRIDOR
CARE SUITE 4
CARE SUITE 5
SCR
STRIVE FOR WELLNESS HEALTH CENTER SERVER CLOSET

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

THIS LEASE, No. XXXXXXXX (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 XXXXXXXXXX).

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, 2024 and end December 31, 2024**, ("**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, 2028.

2. **RENTS**

(a) The annual rent shall be in the amount of [TO BE DETERMINED] per square foot of the Premises or [TO BE DETERMINED] annually, payable monthly in advance in the amount of [TO BE DETERMINED], 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:

Office of Administration

By: _____

Brenda Verslues, Office Space Planning Manager, Division of Facilities Management Design and Construction

Date: _____

LESSEE:

Onsite Health Center Vendor

By: _____

Date: _____

LAC:sn
Rev 3/22/2022

Onsite Health Center Questionnaire

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

Proprietary Statement

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

◯ Confirmed

◯ Not confirmed (please explain)

Vendor Profile

2.1 Provide the following information about your company:

Full and legal company name

Name of parent organization (if applicable)

Corporate address

Name of contact person for questions regarding this RFP response

Telephone

Email address

Location of office that will service this account

2.2 How many years has your organization provided onsite health center services?

Number of years

2.3 List the number of clients and their respective total lives to which you currently provide onsite health centers.

Number of employers of 45,000 employees or more

Number of employers of 30,000-44,999 employees

Number of employers of 15,000-29,999 employees

Number of employers of 5,000-14,999 employees

Number of employers of less than 5,000 employees

2.4 In total, how many patients are managed through your onsite health centers?

Number of employers

Number of current patients

Number of new patients last year (2022)

Number of new patients year to date (2023)

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

	Name	City, State	Industry	Total No. of Employees	Average No. of Center Visits per Day
Client #1					
Client #2					
Client #3					

Client #4					
Client #5					

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

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

2.7 Is there any significant litigation and/or government action pending against your company, or has there been any action taken or proposed against your company within the last five (5) years?

- ◯ Yes (describe the situation prompting the suit(s) and the outcome or current status)
- ◯ No

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

- ◯ Yes (describe the nature and resolution of such claims)
- ◯ No

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

Response

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

- ◯ Yes (please explain)
- ◯ No
- ◯ Not applicable

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

Response

2.12 Identify your company's General Liability and Errors & Omissions insurer protecting your clients. Describe the type and limits of each coverage.

	Name of insurance carrier	Type of coverage	Coverage amount	Pertinent exclusions
Insurer 1				
Insurer 2				

2.13 Please describe the compliance, certifications, notification procedures in case of breach, and/or policies your company (or any sub-contractor) has in place to ensure compliance with the following laws listed below. If necessary to provide a complete description, please upload a document to the Reference Files from Vendor section, and name the file "Q2.13 Compliance with Federal Laws".

HIPAA

OSHA

CLIA

GINA

COBRA

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

- ◯ Confirmed
- ◯ Not confirmed (please explain)

2.15 What percentage of your overall company sales is attributable to your onsite employee health center offering?

Percentage of overall sales attributable to onsite employee health center offering ____ %

2.16 Describe the economic advantages that will be realized as a result of your organization performing the required services by providing responses to each item below. If necessary to provide a full description, upload a document to the Reference Files from Vendor section, and name the file "Q2.16 Economic Impact".

Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.

Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

Provide a description of the company's economic presence within the State of Missouri (e.g. type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

2.17 Confirm you have uploaded two years of your organization's audited financial statements to the Reference Files from Vendor section. Name the file "Q2.17 Audited Financial Statements."

- ◯ Confirmed
- ◯ Not confirmed (please explain)

Health Center Management

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

Response

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

Response

3.3 Given that the health center is already in place and operational, how long after your team takes possession for management of the health center do you anticipate it will take for the health center to be fully functional?

Response

3.4 Describe the duties the staff will have until the health center is functional.

Response

3.5 Will your management approach allow for appointment setting and/or walk-in visits? Describe your standard process.

Response

3.6 Can appointments be scheduled via your website?

	Yes (please describe)	No (please explain)
Appointment requests	◯	◯
Direct scheduling	◯	◯

3.7 How and when would you typically verify eligibility for patients using the health center?

Response

3.8 Do you have the ability to process patient payment transactions on premise?

- ◯ Yes (please describe)

◯ No (please explain)

3.9 What methods can you deploy to accept patient payments (check all that apply)?

☐ Debit/credit cards
☐ Venmo or similar
☐ Personal check
☐ Cash
☐ Other (please describe)

3.10 Will you code all health center services using CPT and ICD nomenclatures? Will all services have an associated primary ICD code? Secondary ICD codes? Tertiary ICD codes?

◯ Yes (please describe)
◯ No (please explain)

3.11 Provide a detailed description of how you establish staffing levels for your onsite employee health centers.

Response

3.12 Given your projected utilization of the health center, outline your recommended staffing and provide rationale.

Response

3.13 Complete the following table listing the minimum qualifications for the core health center staffing positions included in your proposal. If additional positions are included in your proposal, upload a document to the Reference Files from Vendor section, and name the document "Q3.13 Staffing Qualifications".

	Name	Title	Required licensing	Required Certifications	Required Experience
Staffing Position 1					
Staffing Position 2					
Staffing Position 3					
Staffing Position 4					
Staffing Position 5					
Staffing Position 6					
Staffing Position 7					

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

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

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

Providers
Non-providers

3.16 How long after an offer of employment is accepted, does it take to onboard new hires?

Providers
Non-providers

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

◯ Yes (please describe)
◯ No (please explain)

3.18 Will the providers be dedicated to the MCHCP onsite health center?

◯ Yes (please describe)

◯ No (please explain)

3.19 Will the providers be your employees or the employees of another firm?

◯ Employee of bidder

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

3.20 Describe what will occur if the providers are not available due to illness or vacation on a day the health center is scheduled.

Response

3.21 What is the average tenure of your providers?

Years/months

3.22 What is the turnover rate of non-provider staff?

Annual turnover rate %

3.23 Describe your process to backfill providers who leave employment?

Response

3.24 Will you guarantee that providers will always be available for health center service delivery during scheduled operating hours?

◯ Yes (please describe)

◯ No (please explain)

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

Required licensing

Required certifications

Required experience

3.26 Describe your approach for referrals to outside providers?

Response

3.27 Will you guarantee that health center staff will refer to providers in the Anthem/Health Plan TPA provider network non-preferentially?

◯ Yes (please describe)

◯ No (please explain)

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

Response

3.29 Describe your practices for handling and disposing of biohazards.

Response

3.30 Describe your experience and capabilities with offering behavioral health counseling services onsite.

Response

3.31 Explain the process for triaging and scheduling behavioral health counseling patient visits.

Response

3.32 Describe your experience and capabilities with offering behavior health counseling services virtually.

Response

3.33 Describe other services not included in the scope of work that the bidder recommends to MCHCP.

Response

Quality Assurance

4.1 Describe your staff training procedures.

Response

4.2 Describe your quality management process including clinical oversight and any applicable external accreditation.

Response

4.3 Do you conduct patient satisfaction surveys?

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

4.4 Confirm you have uploaded results from your most recent patient satisfaction survey to the Reference files from Vendor section. Name the file "Q4.4 Satisfaction Survey Results".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

4.5 Describe your problem resolution/escalation process for patient complaints or issues with the staff or services of the health center.

Response

4.6 Will MCHCP receive regular notification of escalated issues and patient complaints?

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

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

Response

Program Integration

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

Anthem (TPA)

Express Scripts (PBM)

ComPsych (EAP)

5.2 Describe how you would integrate population health and wellness into the onsite health center, both with MCHCP initiatives and any outside MCHCP vendors.

Response

5.3 How will patient information be shared with the patient's primary care provider or other specialty provider?

Response

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

	Yes (please describe)	No (please explain)
Will benefit and program descriptions be readily available to health center staff for reference?	◯	◯
Does your system use messaging that prompts staff to discuss other programs available for potential referral?	◯	◯

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

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

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

Response

Communication Support

6.1 Outline the communication scheme your organization will provide to communicate the onsite health center to eligible members.

Response

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

Response

6.3 Confirm you have uploaded copies of the communication materials to be provided prior to management of health center services transition to your company that are included in your cost structure and provided to MCHCP at no additional cost. Upload the document to the Reference Files from Vendor section, and name the file "Q6.3 Initial Communication".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

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

- ◯ Yes, at no additional cost (please describe)
- ◯ Yes, at an additional cost (please describe, and include additional cost in Supplemental Pricing)
- ◯ No (please explain)

6.5 How do you measure the impact of the communications sent?

Response

6.6 Are all communication materials customizable to MCHCP communication language and branding?

- ◯ Yes, at no additional cost (please describe)
- ◯ Yes, at an additional cost (please describe and include additional cost in Supplemental Pricing)
- ◯ No (please explain)

Outcomes Measurement and Reporting

7.1 Confirm you have provided samples of the standard reporting package that would be made available to MCHCP. Upload the file to the Reference Files from Vendor section, and name the file "Q7.1 Sample Reporting".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

7.2 Confirm you have uploaded copies of any additional reporting that would be made available to MCHCP at an additional cost. Upload the file to the Reference Files from Vendor section, and name the file "Q7.2 Additional Reporting". Include pricing for the additional reporting in Supplemental Pricing.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

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

- ◯ Confirmed

◯ Not confirmed (please explain)

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

☐ Visit type by procedure and diagnosis
☐ Unique visits by patient
☐ Return visits by patient
☐ Total patient visits monthly, quarterly and cumulative over the life of the Contract
☐ Average patient wait time in minutes
☐ Referrals by reason
☐ Referrals by specialty
☐ Referrals to specific network providers
☐ Average visit time in minutes
☐ ROI reports
☐ Other (please describe)

7.5 Do you offer a web-based reporting tool or dashboard to allow for MCHCP to review health center data and reports at any time? Indicate any additional costs on Supplemental Pricing.

◯ Yes, at no additional cost (please describe)
◯ Yes, at an additional cost (please describe, and indicate additional cost on Supplemental Pricing)
◯ No (please explain)

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

Number of calendar days

7.7 To what level of detail can the basic reporting package be segmented by population such as agency, etc.?

Response

7.8 Describe any benchmarks that are included in your standard reporting.

Response

7.9 Does your organization currently provide encounter data to Merative or any other decision support system vendor (check all that apply)?

☐ Merative
☐ Other decision support system vendor(s) (list other vendors)
☐ No

Implementation and Account Management

8.1 Confirm you have uploaded an Implementation Plan, assuming that the health center begins operations with your company managing services on January 1, 2024. Upload the file to the Reference Files from Vendor section, and name the file "Q8.1 Implementation Plan". A final implementation plan must be agreed to by MCHCP within 20 days of contract award.

◯ Confirmed
◯ Not confirmed (please explain)

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

Response

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

	Name	Location	Role for MCHCP	Brief work experience	Tenure with your organization	Number of years in current role	Number of current accounts	Maximum number of accounts	Estimated percentage of time allocated

									to MCHCP
Account manager (primary)									%
Account manager (secondary)									%
Implementation manager (primary)									%
Implementation manager (secondary)									%

8.4 Confirm you have uploaded an account management plan that includes all critical tasks, responsible parties, target completion dates and frequency of meetings and/or conference calls. Upload the file to the Reference Files from Vendor section, and name the file "Q8.4 Account Management Plan".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

8.5 What is the turnover rate of account management staff?

Turnover rate %

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

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

8.7 If you answered yes to Q8.6, what types of subject matter experts do you have access to?

Response

8.8 Confirm you have uploaded sample invoices of all three types that will be used for billing purposes. Upload the file to the Reference Files from Vendor section, and name the file "Q8.8 Sample Invoices".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

Technology and Security

9.1 When was the last major system/platform upgrade for each of the following systems? If an upgrade is planned within the next 24 months for any of the systems listed, provide the projected date.

Customer Relation Management (CRM) (MM/YYYY)

Eligibility (MM/YYYY)

Claims (MM/YYYY)

Other (please describe)

9.2 Describe any key differences from the initial implementation and ongoing integration of data services as it relates to assigned resources and scheduling requirements.

Response

9.3 If you require Multi-Factor Authentication (MFA) for direct access to a member web portal, please provide a brief description of the member experience and security options offered.

Response

9.4 Regarding the member web portal, will Single Sign-On access be available from MCHCP without requiring a separate registration process? If so, please describe the member experience for portal access and Multi-Factor Authentication, both initially and on-going.

Response

9.5 Give a brief description of your database security and integrity practices (i.e. encryption, data-at-rest management, backups).

Response

9.6 Describe the necessary protocol (i.e. SAML, OpenID, OAuth) and any third party integration necessary for Single Sign-On functionality. MCHCP does not use Federated Identity Management and establishes unique connections with all vendors utilizing SAML 2.0.

Response

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

Response

9.8 Describe all relevant HIPAA-compliant security measures you have in place to insure data integrity and security.

Response

9.9 Describe your process for addressing security breaches.

Response

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

Yes (please describe)

No (please explain)

9.11 What platform do you currently utilize to deliver web content/services? (i.e., Windows, Websphere)?

Response

9.12 MCHCP allows for retroactive terminations and enrollments of members. Do you anticipate any issues handling these circumstances? Please define any requirements or limitations you may have in this regard.

Response

9.13 Are mobile apps available for use by your patients?

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

9.14 Regarding weekly eligibility data updates and the monthly full eligibility data file for reconciliation in the Scope of Work, describe the format and detail of data MCHCP will receive and how it is to be provided.

Response

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

- ◯ Confirmed (please describe)
- ◯ Not confirmed (please explain)

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

Response

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

Response

9.18 Confirm you have uploaded metrics that demonstrate the reliability of your IT systems. Upload the file to the Reference Files from Vendor section, and name the file "Q9.18 Reliability Metrics".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

9.19 Identify the type of systems that will be used to communicate with MCHCP (i.e. web services, SFTP, TLS).

Response

9.20 Describe how you protect PHI, including security controls embedded within your systems, networks, and processes.

Response

9.21 Have you ever experienced a security breach involving PHI?

◯ Yes (provide details on when the breach occurred, actions taken and corrections implemented)

◯ No

9.22 Describe how issues regarding the accuracy and agreement of eligibility data are prioritized and escalated?

Response

9.23 Please describe IT support structure to resolve issues.

Response

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

	Primary contact	Alternate #1 contact	Alternate #2 contact
Contact name			
Phone			
Email			

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

◯ Yes (please describe)

◯ No (please explain)

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

Repsonse

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

Response

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

Reponse

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

Response

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

Response

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

Response

Performance Guarantees

10.1 Complete the table below, listing performance guarantees being offered by your organization for each of the areas listed. If necessary to fully describe the guarantees being proposed, upload a file to the Reference Files from Vendor section, and name the file "Q10.1 General Performance Guarantees".

	Guarantee	Measurement process	Minimum amount at risk	Maximum amount at risk
Implementation				
Client Satisfaction				
Patient Satisfaction				
Non-provider Health Center Staff Retention				
Health Center Provider Retention				
Providers onsite to see patients during 100 percent of health center operating hours				
Health center staff makes referrals to providers in the network non-preferentially				
Same Day Appointment Availability				
MCHCP Account Team Services				
MCHCP Account Team Retention				
Claim file submitted to MCHCP's date vendor no later than 15th of the month for prior month's services				
Claim file submitted to MCHCP's data vendor in proper format on first submission of the month				
Data submission to MCHCP's data vendor includes 100 percent of all required financial fields				
Data submission to MCHCP's data vendor includes all required key fields (subscriber SSN, DOB, and gender)				
Data submission to MCHCP's data vendor includes all required key fields (diagnostic coding, procedure coding, etc.)				
Standard reporting submitted to MCHCP in agreed upon format and within 30 days of end of quarter				
Participation in and financial support for an implementation audit				
Other				
Other (2)				
Other (3)				

10.2 Confirm you have uploaded a document to the Reference Files from Vendor outlining any performance guarantees being offered related to outcomes. Name the file "Q10.2 Outcomes Performance Guarantees".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

References

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

	Name or Industry	Services provided by your organization	Number of covered employees	Number of years working with your organization
Current Client #1				
Current Client #2				
Current Client #3				

11.2 Provide references for two terminated clients for whom you have provided the services described in this RFP. If possible, list employer clients of similar size and needs as MCHCP. We will not contact these references without

discussing with you first; however, having information on references is critical.

	Name or Industry	Services provided by your organization	Number of covered employees	Number of years working with your organization	Reason for termination of relationship
Terminated Client #1					
Terminated Client #2					

MBE-WBE Participation Committment

If the bidder is committing to participation by or if the bidder is a qualified MBE/WBE, the bidder must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed Exhibit A-6 with the bidder's proposal. For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the bidder must either (1) enter the participation percentage under MBE or WBE, or must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the tables below.

12.1 MBE Participation Committment Table

	Name of Qualified Minority Business Enterprise (MBE) Proposed	Committed Percentage of Participation for MBE	Description of Products/Services to be Provided by MBE
Company 1		%	
Company 2		%	
Company 3		%	
Company 4		%	
Total MBE Percentage		%	

12.2 WBE Participation Committment Table

	Name of Qualified Women Business Enterprise (WBE) Proposed	Committed Percentage of Participation for WBE	Description of Products/Services to be Provided by WBE
Company 1		%	
Company 2		%	
Company 3		%	
Company 4		%	
Total WBE Percentage		%	

Pricing

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

- ◯ Confirmed
- ◯ Not confirmed (please explain)

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

Response

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

Response

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

Acute routine medical care visits

Follow-up medical visits	
Behavioral health counseling initial visits (onsite)	
Behavioral health counseling follow-up visits (onsite)	
Behavioral health counseling initial visits (virtual)	
Behavioral health counseling follow-up visits (virtual)	
Immunizations	
COVID-19 immunization	
Influenza immunizations	
Lab services	
Acute injuries	
Blood pressure checks	
Lab draws	
Other 1 (please describe)	
Other 2 (please describe)	
Other 3 (please describe)	

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

	Role	Number on site	Hours per week
Advanced Practice Registered Nurse (APRN)			
Licensed Clinical Social Worker			
Licensed Psychologist			
Licensed Professional Counselor			
Medical Assistant			
Collaborative Practice Provider			
Receptionist			
Other 1			
Other 2			
Other 3			

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

Response

Scope of Work

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

- ◯ Confirmed
- ◯ Not confirmed (please explain)

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

- ◯ Confirmed
- ◯ Not confirmed (please explain)

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

◯ Confirmed
◯ Not confirmed (please explain)

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

◯ Confirmed
◯ Not confirmed (please explain)

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

◯ Confirmed
◯ Not confirmed (please explain)

14.6 Confirm that you agree to and will meet all Health Center Sevices requirements as stated in Exhibit B, Section B6.

◯ Confirmed
◯ Not confirmed (please explain)

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

◯ Confirmed
◯ Not confirmed (please explain)

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

◯ Confirmed
◯ Not confirmed (please explain)

14.9 Confirm that you agree to and will meet all Information Technology and Eligibility File requirements as stated in Exhibit B, Section B9.

◯ Confirmed
◯ Not confirmed (please explain)

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

◯ Confirmed
◯ Not confirmed (please explain)

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

◯ Confirmed
◯ Not confirmed (please explain)

14.12 Confirm that you agree to and will meet all Invoicing and Payment requirements as stated in Exhibit B, Section B12.

◯ Confirmed
◯ Not confirmed (please explain)

Attachment Checklist

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

☐ Q2.13 Compliance with federal laws
☐ Q2.14 State of Missouri license and certificate of good standing
☐ Q2.16 Economic impact
☐ Q2.17 Audited financial statements
☐ Q3.13 Staffing qualifications

- [ ] Q4.4 Satisfaction survey results
- [ ] Q6.3 Initial communication
- [ ] Q7.1 Sample reporting
- [ ] Q7.2 Additional reporting
- [ ] Q7.11 ROI reporting
- [ ] Q8.1 Implementation plan
- [ ] Q8.4 Account management plan
- [ ] Q8.8 Sample invoices
- [ ] Q9.18 Reliability metrics
- [ ] Q10.1 General performance guarantees
- [ ] Q10.2 Outcomes performance guarantees
- [ ] Q13.1 Pricing proposal

Mandatory Contract Provisions Questionnaire

Mandatory Contract Provisions

Bidders are expected to closely read the Mandatory Contract Provisions. Rejection of these provisions may be cause for rejection of a bidder's proposal. MCHCP requires that you provide concise responses to questions requiring explanation. Please note, there is a 1,000 character limit on all textual responses. MCHCP expects that you will provide all explanations within the parameters of this questionnaire.

1.1 Term of Contract: The term of this Contract is for a period of one (1) year from January 1, 2024 through December 31, 2024. This Contract may be renewed for four (4) additional one-year periods at the sole option of the MCHCP Board of Trustees. Prices for Years 1-3 must be submitted with this RFP. The submitted pricing arrangement for the first year (January 1 - December 31, 2024) is a firm, fixed price. The submitted prices for the subsequent (2nd - 3rd) years of the contract period (January 1 - December 31, 2025 and January 1 - December 31, 2026 respectively) are guaranteed not-to-exceed maximum prices and are subject to negotiation. Pricing for Years 4-5 (January 1 - December 31, 2027 and January 1 - December 31, 2028 respectively) will be negotiated. Actual pricing for the one-year renewal periods are due to MCHCP by May 15 for the following year's renewal. All prices are subject to best and final offer which may result from subsequent negotiation.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

1.2 Contract Documents: The following documents will be hereby incorporated by reference as if fully set forth within the Contract entered into by MCHCP and the Contractor: (1) Written and duly executed Contract (sample is provided and final will be negotiated if necessary prior to award); (2) amendments to the executed Contract; (3) The completed and uploaded Exhibits set forth in this RFP; and (4) This Request for Proposal.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

1.3 Audit Rights: MCHCP and its designated auditors shall have access to and the right to examine any and all pertinent books, documents, papers, files, or records of Contractor involving any and all transactions related to the performance of this Contract. Contractor shall furnish all information necessary for MCHCP to comply with all Missouri and/or federal laws and regulations. MCHCP shall bear the cost of any such audit or review. MCHCP and Contractor shall agree to reasonable times for Contractor to make such records available for audit.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

1.4 Breach and Waiver: Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto. If any contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, condition or application. To this end, the contract terms and conditions are severable.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

1.5 Confidentiality: Contractor will have access to private and/or confidential data maintained by MCHCP to the extent necessary to carry out its responsibilities under this Contract. No private or confidential data received, collected, maintained, transmitted, or used in the course of performance of this Contract shall be disseminated by Contractor except as authorized by MCHCP, either during the period of this Contract or thereafter. Contractor must agree to return any or all data furnished by MCHCP promptly at the request of MCHCP in whatever form it is maintained by Contractor. On the termination or expiration of this Contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by MCHCP, will destroy or render it unreadable.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

1.6 Electronic Transmission Protocols:The contractor and all subcontractors shall maintain encryption standards of 2048 bits or greater for RSA key pairs, and 256 bit session key strength for the encryption of confidential information and transmission over public communication infrastructure. Batch transfers of files

will be performed using SFTP or FTPS with similar standards and refined as needed to best accommodate provider configurations (i.e. port assignment, access control, etc.).

- ○ Confirmed
- ○ Not confirmed (please explain)

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

- ○ Confirmed
- ○ Not confirmed (please explain)

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

- ○ Confirmed
- ○ Not confirmed (please explain)

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

- ○ Confirmed
- ○ Not confirmed (please explain)

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

- ○ Confirmed
- ○ Not confirmed (please explain)

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

- ○ Confirmed
- ○ Not confirmed (please explain)

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

- ○ Confirmed
- ○ Not confirmed (please explain)

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

- ○ Confirmed
- ○ Not confirmed (please explain)

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

- ◯ Confirmed
- ◯ Not confirmed (please explain)

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

- ◯ Confirmed
- ◯ Not confirmed (please explain)

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

- ◯ Confirmed
- ◯ Not confirmed (please explain)

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

- ◯ Confirmed
- ◯ Not confirmed (please explain)

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

- ◯ Confirmed
- ◯ Not confirmed (please explain)

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

- ◯ Confirmed
- ◯ Not confirmed (please explain)

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

- ◯ Confirmed
- ◯ Not confirmed (please explain)

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

breach of this Contract.

○ Confirmed
○ Not confirmed (please explain)

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

○ Confirmed
○ Not confirmed (please explain)

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

○ Confirmed
○ Not confirmed (please explain)

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

○ Confirmed
○ Not confirmed (please explain)

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

○ Confirmed
○ Not confirmed (please explain)

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

○ Confirmed
○ Not confirmed (please explain)

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

○ Confirmed
○ Not confirmed (please explain)

1.28 Contractor shall be responsible for and agrees to indemnify and hold harmless MCHCP from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against MCHCP as a result of Contractor's, or any associate's or subcontractor's of Contractor, failure to comply with paragraphs 1.23, 1.24, 1.25, 1.26, and 1.27 above.

○ Confirmed
○ Not confirmed (please explain)

1.29 Prohibition of Gratuities: Neither Contractor nor any person, firm or corporation employed by Contractor in the performance of this Contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any employee of MCHCP at any time.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

1.30 Subcontracting: Subject to the terms and conditions of this section, this Contract shall be binding upon the parties and their respective successors and assigns. Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of MCHCP. Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of MCHCP. Contractor agrees that any and all subcontracts entered into by Contractor for the purpose of meeting the requirements of this Contract are the responsibility of Contractor. MCHCP will hold Contractor responsible for assuring that subcontractors meet all the requirements of this Contract and all amendments thereto. Contractor must provide complete information regarding each subcontractor used by Contractor to meet the requirements of this Contract.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

1.31 Industry Standards: If not otherwise provided, materials or work called for in this Contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

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

- ◯ Confirmed
- ◯ Not confirmed (please explain)

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

- ◯ Confirmed
- ◯ Not confirmed (please explain)

1.34 Access to Records: Upon reasonable notice, Contractor must provide, and cause its subcontractors to provide, the officials and entities identified in this Section with prompt, reasonable, and adequate access to any records, books, documents, and papers that are directly pertinent to the performance of the services. Such access must be provided to MCHCP and, upon execution of a confidentiality agreement, to any independent auditor or consultant acting on behalf of MCHCP; and any other entity designated by MCHCP. Contractor agrees to provide the access described wherever Contractor maintains such books, records, and supporting documentation. Further, Contractor agrees to provide such access in reasonable comfort and to provide any furnishings, equipment, or other conveniences deemed reasonably necessary to fulfill the purposes described in this section. Contractor shall require its subcontractors to provide comparable access and accommodations. MCHCP shall have the right, at reasonable times and at a site designated by MCHCP, to audit the books, documents and records of Contractor to the extent that the books, documents and records relate to costs or pricing data for this Contract. Contractor agrees to maintain records which will support the prices charged and costs incurred for performance of services performed under this Contract. To

the extent described herein, Contractor shall give full and free access to all records to MCHCP and/or their authorized representatives.

○ Confirmed
○ Not confirmed (please explain)

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

○ Confirmed
○ Not confirmed (please explain)

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

○ Confirmed
○ Not confirmed (please explain)

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

○ Confirmed
○ Not confirmed (please explain)

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

○ Confirmed
○ Not confirmed (please explain)

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

○ Confirmed

○ Not confirmed (please explain)

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

○ Confirmed

○ Not confirmed (please explain)

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

○ Confirmed

○ Not confirmed (please explain)

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

○ Confirmed

○ Not confirmed (please explain)

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

○ Confirmed

○ Not confirmed (please explain)

1.44 Disclosure of Material Events: Contractor agrees to immediately disclose any of the following to MCHCP to the extent allowed by law for publicly traded companies: (*) Any material adverse change to the

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

- ○ Confirmed
- ○ Not confirmed (please explain)

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

- ○ Confirmed
- ○ Not confirmed (please explain)

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

- ○ Confirmed
- ○ Not confirmed (please explain)

1.47 Retention of Records: Unless MCHCP specifies in writing a shorter period of time, Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of seven (7) years from the date of the expiration or termination of this contract. Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds seven (7) years. Contractor agrees that authorized federal representatives, MCHCP personnel, and independent auditors acting on behalf of MCHCP and/or federal agencies shall have access to and the right to examine records during the contract period and during the seven (7) year post contract period. Delivery of and access to the records shall be at no cost to MCHCP.

- ○ Confirmed
- ○ Not confirmed (please explain)

1.48 Change in Laws: Contractor agrees that any state and/or federal laws, applicable rules and regulations enacted during the terms of the Contract which are deemed by MCHCP to necessitate a change in the contract shall be deemed incorporated into the Contract. MCHCP will review any request for additional fees resulting from such changes and retains final authority to make any changes. In consultation with Contractor, a consultant may be utilized to determine the cost impact.

- ○ Confirmed
- ○ Not confirmed (please explain)

1.49 Response/Compliance with Audit or Inspection Findings: Contractor must take action to ensure its subcontractors' compliance with or correction of any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle relating to the services or any other deficiency

contained in any audit, review, or inspection. This action will include Contractor's delivery to MCHCP, for MCHCP's approval, a corrective action plan that address deficiencies identified in any audit(s), review(s), or inspection(s) within thirty (30) calendar days of the close of the audit(s), review(s), or inspection(s).

- ○ Confirmed
- ○ Not confirmed (please explain)

1.50 Inspections: Upon notice from MCHCP, Contractor will provide, and will cause its subcontractors to provide, such auditors and/or inspectors as MCHCP may from time to time designate, with access to Contractor service locations, facilities or installations. The access described in this section shall be for the purpose of performing audits or inspections of the Services and the business of MCHCP. Contractor must provide as part of the services any assistance that such auditors and inspectors reasonably may require to complete such audits or inspections.

- ○ Confirmed
- ○ Not confirmed (please explain)

1.51 No Implied Authority: The authority delegated to VENDOR by MCHCP is limited to the terms of this Contract. MCHCP is a statutorily created body corporate multi-employer group health plan and trust fund designated by the Missouri Legislature to administer health care services to eligible State of Missouri and public entity employees, and no other agency or entity may grant VENDOR any authority related to this Contract except as authorized in writing by MCHCP. VENDOR may not rely upon implied authority, and specifically is not delegated authority under this Contract to: (1) Make public policy; (2) Promulgate, amend, or disregard administrative regulations or program policy decisions made by MCHCP; and/or (3) Unilaterally communicate or negotiate with any federal or state agency, the Missouri Legislature, or any MCHCP vendor on behalf of MCHCP regarding the services included within this Contract.

- ○ Confirmed
- ○ Not confirmed (please explain)