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

January 17, 2024

TO: Invited Vendors

FROM: Judith Muck, Executive Director

RE: Third Party Administrator (TPA) Request for Proposal (RFP)

Missouri Consolidated Health Care Plan (MCHCP) will be working with Optavise, an RFP system, in the marketing of the 2025 MCHCP TPA RFP for a January 1, 2025 effective date. You are invited to submit a proposal for these services. We believe that you will find this RFP a great potential opportunity for your organization.

MCHCP provides the health benefit program for most State of Missouri employees, retirees, and their dependents covering over 88,000 members (lives). An additional 1,200 non-state members are covered through their public entity employer. There are over 71,000 members (lives) that will be covered under this RFP and 1,200 non-state members covered through a public entity employer. The remaining 17,000 members are covered under a Group Medicare Advantage plan.

Bids are requested for:

- TPA Administrative Services are required to be included as a component of any proposal. TPA Administrative Services are required for the administration of self-insured health plan(s) for medical coverage.

- Musculoskeletal Management is encouraged to be included as a component of any proposal. Musculoskeletal Management must be itemized separately, and MCHCP reserves the right to annually elect or exclude this option.

- Medically Supervised Weight Loss Program is encouraged to be included as a component of any proposal. A Medically Supervised Weight Loss Program as an adjunct to weight loss drugs or diabetes management must be itemized separately, and MCHCP reserves the right to annually elect or exclude this option.

- Member Reward Incentive Program is encouraged to be included as a component of any proposal. A Member Reward Incentive Program must be itemized separately, and MCHCP reserves the right to annually elect or exclude this option.

- Bidder Supplemental Optional Services are encouraged to be included as a component of any proposal. Supplemental Optional Services must be itemized separately, and MCHCP reserves the right to annually elect or exclude these optional services.

Contract Term

The term of the contract will be one year with an additional four (4) one-year renewal options available at the sole option of the MCHCP Board of Trustees. Bidders are required to provide the following pricing for CY2025, with not-to-exceed pricing for CY2026-CY2029:

- TPA Administrative Services
- Musculoskeletal Management
- Medically Supervised Weight Loss Program
- Member Reward Incentive Program
- Bidder Supplemental Optional Services.

Current Contracts

MCHCP currently contracts with Anthem who provides administrative services for two PPO plans and one HSA Plan nationwide. The contract expires December 31, 2024. All plans offered provide benefit options in accordance with the code of state regulations (CSR) Title 22 – Missouri Consolidated Health Care Plan.

Minimum Bidder Requirements

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

- Licensing – The bidder must hold a certificate of authority to do business in the State of Missouri and be in good standing with the office of the Missouri Secretary of State and the Missouri Department of Commerce and Insurance. 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.
- Benefits – Bidders shall not mandate specific benefits, and contractor(s) must be flexible and demonstrate the ability to administer benefits. This includes the ability to offer multiple plan designs and benefit options as well as interacting with other MCHCP vendor partners.
- Discount Arrangements - As part of the evaluation process for this bid, bidders shall agree to share all provider discount arrangements by network with MCHCP's consultant, Segal, prior to the award of the contract.
- Data Transfer – Bidder shall agree to provide claim-level data electronically to MCHCP or designated data vendor (currently Merative) on a monthly basis, including twenty-four (24) run-out months (i.e. months following contract expiration). Bidders may be required to demonstrate the ability to provide such data before a contract award is made.
- Size and Experience – The bidder must currently provide service to clients that have at least 250,000 covered lives combined and have at least two (2) clients with 50,000 covered lives. The bidder must be willing to disclose the name of the large clients, if requested. Experience with public sector health plans is preferred. The bidder must have been in operation and performing the services requested in this RFP for a minimum of five (5) years.
- Networks – Bidders must offer contracted provider networks capable of delivering benefits as described in the RFP. MCHCP requires a broad network that provides national coverage.
- Contract – Bidders shall not link nor attempt to link (unless permitted by this RFP), the award of this contract to any other bids, products, or contracts. Any bid proposal containing any contingency based upon actual or potential awards of contracts, whether or not related specifically to this RFP, or containing pricing contingencies, shall result in such bid proposal being rejected for non-responsiveness and non-compliance with this RFP.

- Rates – Bidders shall not be permitted to alter their rate or fees after submission except with agreement by MCHCP.
- Timely Submission – All deadlines outlined are necessary to meet the timeline for this contract award. Submissions after respective deadlines have passed may be rejected. All bidder documents and complete proposals must be received by the proposal deadline of February 27, 2024, as outlined in the timeline of events for this RFP. Late proposals will not be accepted. MCHCP reserves the right to modify a deadline or extend a deadline for all bidders at its discretion.
- Data exchange – Bidder must be capable of establishing a relationship with MCHCP's pharmacy benefit manager, which allows the contractor to communicate deductible and out-of-pocket information on a daily basis and potentially with other MCHCP contractors to communicate eligibility, participation or claims data.
- Performance Bond - The contractor must furnish an original performance security deposit in the form of check, cash, bank draft, or irrevocable letter of credit, issued by a bank or financial institution authorized to do business in Missouri, to MCHCP within ten (10) days after award of the contract and prior to performance of service under the contract. The performance security deposit must be made payable to MCHCP in the amount of $5,000,000. The contract number and contract period must be specified on the performance security deposit. In the event MCHCP exercises an option to renew the contract for an additional period, the contractor shall maintain the validity and enforcement of the security deposit for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of contract renewal, not to exceed $5,000,000.

Intent to Bid

Once the RFP is released, bidders who are interested in submitting a proposal must complete the Intent to Bid (available as a response document within the Optavise system). The Intent to Bid is due at 5 p.m. CT, Wednesday, February 7, 2024.

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 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 5:00 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 systemsupport@optavise.com.

Key Event Information

Online RFP Released	Wednesday, January 31, 2024 8 a.m. CT (9 a.m. ET)
Intent to Bid Document Due	Wednesday, February 7, 2024 5 p.m. CT (6 p.m. ET)
Question Submission Deadline	Wednesday, February 7, 2024 5 p.m. CT (6 p.m. ET)
MCHCP Responses to Submitted Questions	Wednesday, February 14, 2024 5 p.m. CT (6 p.m. ET)
All Questionnaires and Pricing Due	Tuesday, February 27, 2024 5 p.m. CT (6 p.m. ET)
Claim Cost Submission due to Segal	Tuesday, February 27, 2024 5 p.m. CT (6 p.m. ET)
Finalist Interviews	Early April, 2024
Final Vendor Selection/Contract Award	Late April, 2024
Program Effective Date	January 1, 2025

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 e-mail at tammy.flaugher@mchcp.org.

We look forward to working with you throughout this process.

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Judith Muck, *Executive Director*

my health. my choice. myMCHCP

January 24, 2024

TO: Invited Vendors

FROM: Judith Muck, Executive Director

RE: Third Party Administrator (TPA) Request for Proposal (RFP)

Missouri Consolidated Health Care Plan (MCHCP) is providing a revised timeline for the 2025 Third Party Administrator (TPA) RFP, as outlined below:

Key Event Information

Online RFP Released	Wednesday, February 7, 2024 8 a.m. CT (9 a.m. ET)
Intent to Bid Document Due	Tuesday, February 13, 2024 5 p.m. CT (6 p.m. ET)
Question Submission Deadline	Tuesday, February 13, 2024 5 p.m. CT (6 p.m. ET)
MCHCP Responses to Submitted Questions	Tuesday, February 20, 2024 5 p.m. CT (6 p.m. ET)
All Questionnaires and Pricing Due	Friday, March 1, 2024 5 p.m. CT (6 p.m. ET)
Claim Cost Submission due to Segal	Friday, March 1, 2024 5 p.m. CT (6 p.m. ET)
Finalist Presentation	Early April, 2024
Final Vendor Selection/Contract Award	Late April, 2024
Program Effective Date	January 1, 2025

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 e-mail at tammy.flaugher@mchcp.org.

Introduction

Missouri Consolidated Health Care Plan (MCHCP) is the employee health benefit program for most State of Missouri employees, retirees, and their dependents covering more than 88,000 members (lives). An additional 1,200 non-state local government members are covered through their public entity employer.

This document constitutes a request for sealed proposals from qualified organizations to provide third party administrative (TPA) services for MCHCP's self-insured health plans for medical coverage. Bids are requested for:

- Third Party Administrator (TPA) to administer a self-insured health plan(s) for medical coverage, available to enrolled State and Public Entity members who have not been enrolled in MCHCP's group Medicare Advantage Plan. These plans may include PPOs, HDHPs, or any plan design determined by MCHCP. Proposals for TPA services shall include a fixed price for CY2025 and guaranteed not-to-exceed prices for CY2026-CY2029.
- Medically Supervised Weight Loss Program is encouraged to be included as a component of any proposal. A Medically Supervised Weight Loss Program as an adjunct to weight loss drugs or diabetes management must be itemized separately, and MCHCP reserves the right to annually elect or exclude this option.
- Member Reward Incentive Program is encouraged to be included as a component of any proposal. Member Reward Incentive Program must be itemized separately, and MCHCP reserves the right to annually elect or exclude this option.
- Musculoskeletal Management is encouraged to be included as a component of any proposal. Musculoskeletal Management must be itemized separately, and MCHCP reserves the right to annually elect or exclude this option.
- Bidder Supplemental Optional Services are encouraged to be included as a component of any proposal. Supplemental Optional Services must be itemized separately, and MCHCP reserves the right to annually elect or exclude these optional services.

Contracts awarded from this RFP will be effective January 1, 2025. MCHCP reserves the right to award multiple contracts from this RFP. MCHCP intends to limit the number of contract awards to a minimum number of contractors providing the maximum level of access to health care providers.

MCHCP has the following overarching goal for this Request for Proposal (RFP):

- To partner with a contractor who shares a vision of providing the most cost effective and efficient methods of providing health benefits to our members. This includes but is not limited to identifiable and measurable performance standards by the contractor in the areas of:
    - Claims administration
    - Benefit administration
    - Account management
    - Customer service
    - Utilization management

  - Care management
  - Financial management
  - Provider network administration

- Bidders should understand that MCHCP views the foremost obligation as providing efficient and effective services to its membership. MCHCP will aggressively pursue and implement measures toward meeting this goal. Bidders are strongly encouraged to demonstrate in their response to this RFP that they share a common vision and commitment.

Minimum Bidder Requirements

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

- Licensing – The bidder must hold a certificate of authority to do business in the State of Missouri and be in good standing with the office of the Missouri Secretary of State and the Missouri Department of Commerce and Insurance. 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.
- Benefits – Bidders shall not mandate specific benefits, and contractor(s) must be flexible and demonstrate the ability to administer benefits. This includes the ability to offer multiple plan designs and benefit options as well as interacting with other MCHCP vendor partners.
- Discount Arrangements - As part of the evaluation process for this bid, bidders shall agree to share all provider discount arrangements by network, as described in Attachment 4 and Exhibit A-4 with MCHCP's consultant, Segal, prior to the award of the contract.
- Data Transfer – Bidder shall agree to provide claim-level data electronically to MCHCP or designated data vendor (currently Merative) on a monthly basis, including twenty-four (24) run-out months (i.e. months following contract expiration). Bidders may be required to demonstrate the ability to provide such data before a contract award is made.
- Size and Experience – The bidder must currently provide service to clients that have at least 250,000 covered lives combined and have at least two (2) clients with 50,000 covered lives. The bidder must be willing to disclose the name of the large clients if requested. Experience with public sector health plans is preferred. The bidder must have been in operation and performing the services requested in this RFP for a minimum of five (5) years.
- Networks – Bidders must offer contracted provider networks capable of delivering benefits as described in the RFP. MCHCP requires a broad network that provides national coverage.
- Contract – Bidders shall not link nor attempt to link (unless permitted by this RFP), the award of this contract to any other bids, products, or contracts. Any bid proposal containing any contingency based upon actual or potential awards of contracts, whether or not related specifically to this RFP, or containing pricing contingencies, shall result in such bid proposal being rejected for non-responsiveness and non-compliance with this RFP.
- Rates – Bidders shall not be permitted to alter their rate or fees after submission except with agreement by MCHCP.

- Timely Submission – All deadlines outlined are necessary to meet the timeline for this contract award. Submissions after respective deadlines have passed may be rejected. All bidder documents and complete proposals must be received by the proposal deadline of March 1, 2024, as outlined in the timeline of events for this RFP. Late proposals will not be accepted. MCHCP reserves the right to modify a deadline or extend a deadline for all bidders at its discretion.
- Data exchange – Bidder must be capable of establishing a relationship with MCHCP's pharmacy benefit manager, which allows the contractor to communicate deductible and out-of-pocket information on a daily basis and potentially with other MCHCP contractors to communicate eligibility, participation or claims data.
- Performance Bond - The contractor must furnish an original performance security deposit in the form of check, cash, bank draft, or irrevocable letter of credit, issued by a bank or financial institution authorized to do business in Missouri, to MCHCP within ten (10) days after award of the contract and prior to performance of service under the contract. The performance security deposit must be made payable to MCHCP in the amount of $5,000,000. The contract number and contract period must be specified on the performance security deposit. In the event MCHCP exercises an option to renew the contract for an additional period, the contractor shall maintain the validity and enforcement of the security deposit for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of contract renewal, not to exceed $5,000,000.

Background Information

- MCHCP is governed by the provisions of Chapter 103 of the Revised Statutes of Missouri. Under the law, MCHCP is directed to procure health care benefits for most State employees. The law also authorizes non-state public entities to participate in the plan. Rules and regulations governing the plan can be found by following this link http://www.sos.mo.gov/adrules/csr/current/22csr/22csr.asp.
- Current MCHCP total state membership is over 88,000 covered persons; however, there are some MCHCP members enrolled in a fully-insured group Medicare Advantage Plan administered by UnitedHealthcare. These 17,000 members will not be part of this contract award.
- Current total public entity membership is over 1,200 covered persons.
- MCHCP currently contracts with Anthem who provides administrative services for two PPO plans and one HSA Plan nationwide. The contract expires December 31, 2024.
- The State of Missouri through MCHCP currently contributes a portion of the premium for active state employees, retirees and their dependents. Decisions impacting the contribution level are reviewed annually by the MCHCP Board of Trustees and are subject to change.
- All public entities currently enrolled or joining MCHCP are required to contribute a minimum of 50 percent of the active employee only premium. Additionally, 75 percent of all eligible public entity employees (those without Medicare, Medicaid or other group coverage) must join the plan.

- The contractor will not be responsible for administering prescription drug benefits, as MCHCP has contracted for these services separately.

Assumptions and Considerations

Please submit your proposal using the Optavise online submission tool no later than Friday, March 1, 2024, 5 p.m. CT (6 p.m. ET). Bidders must also submit the claims re-pricing information along with Exhibit A-4 directly to Segal no later than Friday, March 1, 2024, 5 p.m. CT (6 p.m. ET).

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

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

Proposal Instructions

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

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

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

Proposals must be valid until October 1, 2024. If a contract is awarded, prices shall remain firm for the specified contract period.

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

Contract Term

The initial agreement is for the period of January 1, 2025 through December 31, 2025, with up to four additional one-year contracts renewable at the sole option of the MCHCP Board of Trustees.

Clarification of Requirements

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

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

Schedule of Events

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

Activity	Timing
Online RFP Released	Wednesday, February 7, 2024 8 a.m. CT (9 a.m. ET)
Intent to Bid Document Due	Tuesday, February 13, 2024 5 p.m. CT (6 p.m. ET)
Bidder Question Submission Deadline	Tuesday, February 13, 2024 5 p.m. CT (6 p.m. ET)
MCHCP Responses to Submitted Questions	Tuesday, February 20, 2024 5 p.m. CT (6 p.m. ET)

Activity	Timing
Proposals Due	Friday, March 1, 2024 5 p.m. CT (6 p.m. ET)
Provider Discount Analysis Due to Segal	Friday, March 1, 2024 5 p.m. CT (6 p.m. ET)
Finalist Presentation	Early April, 2024
Final Vendor Selection	Late April, 2024
Program Effective Date	January 1, 2025

Questions

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

Any and all questions regarding specifications, requirements, competitive procurement process, etc., must be in writing and submitted through the online messaging module of the Optavise application by **Tuesday, February 13, 2024, 5 p.m. CT**. Questions received after February 13, 2024, 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 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, February 20, 2024.**

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

Proposal Deadline

ALL questionnaires and pricing proposals must be submitted no later than 5 p.m. CT (6 p.m. ET), **Friday, March 1, 2024**.

Bidders are required to complete a re-pricing exercise as described in Attachment 4 which must be submitted directly to Segal, no later than 5 p.m. CT (6 p.m. ET), **Friday, March 1, 2024**. This information will be kept confidential and will remain with Segal. This information should not be sent to MCHCP or uploaded to Optavise. Submissions received after that time will not be accepted.

Disclaimers

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

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

Confidentiality and Proprietary Materials

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

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

Evaluation Process

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

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

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

MCHCP reserves the right to request written clarification of any portion of the bidder's response to verify the intent of the bidder. The bidder is cautioned, however, that its response shall be subject to acceptance or rejection without further clarification.

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

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

Evaluation Criteria

Financial:	
Network discounts	350 points
Administration fees	
• TPA Administrative Services (inclusive of charges passed through claims wire and quality initiatives and other arrangements)	135 points
• Member Reward Incentives Fees	5 points
• Musculoskeletal Management Fees	5 points
• Medically Supervised Weight Loss Program	5 points
Total Administrative Fees	150 points
Total Financial	500 points
Non-financial:	
Questionnaire Responses	500 points
Total – Non-Financial points	500 points
Bonus Points:	
Section 29: MBE/WBE Participation Commitment	10 points

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

The bidder's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process. A maximum of MBE/WBE participation points of 10 points will be awarded based on the participation amount proposed by the bidder. Awarded MBE/WBE participation points will be added to the non-financial points earned by the bidder and will be included to determine if a bidder meets the 85 percent threshold to obtain finalist status.

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

The bidder should secure participation of certified MBEs and WBEs in provider products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10 percent MBE and 5 percent 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 29 of the TPA RFP Questionnaire (MBE-WBE Participation Commitment), by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the vendor submitting the proposal is a qualified MBE and/or WBE, the vendor must include the vendor in the appropriate table on the Participation Commitment Form.

    b. Documentation of Intent to Participate – The bidder must either provide a properly completed Exhibit A-9, 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-9, 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-9, Participation Commitment, shall be interpreted as a contractual requirement.

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

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

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

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

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

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

Finalist Presentation

After an initial screening process, a Finalist Presentation may be scheduled, if deemed necessary by MCHCP, to allow the bidder to present their strengths of their proposal and for MCHCP to clarify or verify the bidder's proposal and to develop a comprehensive assessment of the proposal. MCHCP may ask additional questions and/or conduct a site visit of the bidder's service center or other appropriate location.

Negotiation and Contract Award

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

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

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

Access to Demographic and Claim Files

To gain access to the demographic file (Attachment 3), bidders must complete and sign Exhibit A-2 Limited Data Use Agreement. Once the completed and signed document has been uploaded to Optavise, access to Attachment 3 will be granted through Optavise.

Pricing

The bidder must utilize Exhibit A-3 to provide a firm, fixed per employee per month cost for providing administrative services as described in this RFP. It is expected that the total monthly administrative charge will be broken down to reflect specific costs associated with claims administration, network administration, medical management, and other services listed throughout this RFP.

Proposals shall include a fixed price for CY2025 with guaranteed not-to-exceed maximum prices for CY2026 through CY2029.

Bidders are required to complete a re-pricing project as described in Attachment 4 and Exhibit A-4, which must be submitted directly to Segal, no later than 5 p.m. CT (6 p.m. ET), **Friday, March 1, 2024**. This information will be kept confidential and will remain with Segal. This information should not be sent to MCHCP or uploaded to Optavise. Submissions received after that time will not be accepted.

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

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

Plan Design

The plan designs included with this RFP are for sample purposes only. MCHCP reserves the right to modify the plan design to meet its needs. Additionally, MCHCP may offer multiple plan designs to its members.

Renewal of Contract

The initial agreement is for the period of January 1, 2025 through December 31, 2025, with up to four (4) additional one year renewals available at the sole option of the MCHCP Board of Trustees.

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

Using Optavise

The 2025 MCHCP Third Party Administrator (TPA) RFP contains two broad categories of items that you will need to work on via the Optavise application:

1) Items Requiring a Response:

a) Questionnaires (e.g., TPA RFP 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 Optavise website. They should be downloaded, completed by your organization, and then posted/uploaded back to the Optavise application. When you upload your response, from the dropdown menu, identify each uploaded document as a Response document and associate it to the appropriate document by name. For step-by-step instructions, please refer to the *How to Download and Attach Files* User Guide located in the *Downloads* section on the application homepage. Note: Exhibit A-4 should be submitted directly to Segal and not uploaded to Optavise.

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 Optavise application under the 2025 MCHCP Third Party Administrator (TPA) RFP on the Event Details page of the application.

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

- Phone: 800-979-9351
- E-mail: systemsupport@optavise.com

Responding to Questionnaires

We have posted two forms for your response.

- TPA RFP Questionnaire
- Mandatory Contract Provisions Questionnaire

The questionnaires need to be completed and submitted to Optavise by **Friday, March 1, 2024, 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 Optavise application homepage. You have the option to "respond online" or through two different off-line (or desktop) tools.

Completing Response Documents

The following exhibits must be completed, signed and unless otherwise noted, uploaded to Optavise:

- Exhibit A-1 – Intent to Bid (due 5 p.m. CT, February 13, 2024)
- Exhibit A-2 – Limited Data Use Agreement (due 5 p.m. CT, February 13, 2024)

- Exhibit A-3 – Third Party Administrative Fees (due 5 p.m. CT, March 1, 2024)
- Exhibit A-4 – Repricing Summary (due 5 p.m. CT, March 1, 2024, submitted to Segal)
- Exhibit A-5 – Discount Guarantees (due 5 p.m. CT, March 1, 2024)
- Exhibit A-6 – Proposed Bidder Modifications (due 5 p.m. CT, March 1, 2024)
- Exhibit A-7 – Confirmation Document (due 5 p.m. CT, March 1, 2024)
- Exhibit A-8 – Contractor Certification (due 5 p.m. CT, March 1, 2024)
- Exhibit A-9 – MBE-WBE Intent to Participate Document (due 5 p.m. CT, March 1, 2024)

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-10 – Sample MCHCP Contract (due 5 p.m. CT, March 1, 2024)
- Exhibit A-11 – MCHCP Business Associate Agreement (due 5 p.m. CT, March 1, 2024)

Completing Pricing Worksheets (Exhibit A-3)

The financial worksheet (Exhibit A-3) may be accessed in *Items Requiring a Response*.

Fee quotes should assume:

- Plan effective date: January 1, 2025
- Submitted prices for 2025 shall be firm, while prices for 2026, 2027, 2028, and 2029 shall be submitted as "not-to-exceed" amounts. Proposed prices are subject to negotiation prior to the award of a contract by MCHCP. Fees must be quoted on a mature basis. No fees will be paid for processing run-out claims.
- Annual renewals are solely at the option of MCHCP. Renewal prices are due by May 15 of each year and are subject to negotiation.

RFP Checklist

Prior to the March 1, 2024, close date, be sure you have completed and/or reviewed each of the following listed documents.

Type	***Document Name***
Questionnaire	TPA RFP Questionnaire
Questionnaire	Mandatory Contract Provisions Questionnaire
Response	Exhibit A-1 Intent to Bid.docx **DUE: February 13, 2024**
Response	Exhibit A-2 Limited Data Use Agreement.docx **DUE: February 13, 2024**
Response	Exhibit A-3 Third Party Administrative Fees.xlsx **DUE: March 1, 2024**
Response	Exhibit A-4 Repricing Summary.xlsx **DUE: March 1, 2024, and submitted to Segal**
Response	Exhibit A-5 Discount Guarantees.xlsx **DUE: March 1, 2024**
Response	Exhibit A-6 Proposed Bidder Modifications.docx **DUE: March 1, 2024**
Response	Exhibit A-7 Confirmation Document.docx **DUE: March 1, 2024**
Response	Exhibit A-8 Contractor Certification.docx **DUE: March 1, 2024**

Type	*Document Name*
Response	Exhibit A-9 MBE-WBE Intent to Participate Document.docx **DUE: March 1, 2024**
Response	Exhibit A-10 Sample Contract.docx **DUE: March 1, 2024**
Response	Exhibit A-11 Business Associate Agreement.docx **DUE: March 1, 2024**
Reference	Introduction and Instructions – 2025 Third Party Administrator (TPA) RFP.pdf
Reference	Exhibit B – Scope of Work (2025 TPA RFP).docx
Reference	Exhibit C – General Provisions.docx
Reference	Attachment 1 – Enrollee file layout.docx
Reference	Attachment 2 – Provider file layout.docx
Reference	Attachment 3 – MCHCP Enrollee File.xlsx
Reference	Attachment 4 – Medical Claim Detail for Repricing.xlsx

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 Optavise application by **Tuesday, February 13, 2024, 5 p.m. CT (6 p.m. ET)**.

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

EXHIBIT B
SCOPE OF WORK

B1 **ADMINISTRATIVE SERVICES:** The contractor understands that in carrying out its mandate under the law, MCHCP is bound by various statutory, regulatory and fiduciary duties and responsibilities and contractor expressly agrees that it shall accept and abide by such duties and responsibilities when acting on behalf of MCHCP pursuant to this engagement. The contractor shall provide administrative services and administer benefits for the members of MCHCP in accordance with the provisions and requirements of this contract on behalf of MCHCP. The contractor must administer benefits and services as determined by MCHCP and as promulgated by rule in Title 22 of the Missouri Code of State Regulations. The contractor is obligated to follow the performance standards as agreed to in Section 21 of the Third Party Administrator (TPA) RFP Questionnaire. The contractor is also obligated to follow all items listed in Mandatory Contract Provisions Questionnaire of the TPA RFP. The administrative services that are included in the contract include, but are not limited to:

B1.1 TPA administrative services that include, but are not limited to, account management, claim services, member services, broad national network access for medical services (inclusive of mental health and substance abuse services), telehealth services (inclusive of primary and urgent care, mental health and substance abuse services, physical therapy, and other services that may be optimized on a telehealth platform), care management (inclusive of utilization management and case management); coordination with MCHCP business associates; reporting; banking; and web and consumer tools. Other optional services, if offered by the contractor and accepted by MCHCP, may include, musculoskeletal management, medically supervised weight loss program as an adjunct to weight loss drugs or diabetes management, member incentive reward program to encourage utilization of lower cost providers, or other contractor supplemental optional services.

B1.2 Subrogation and overpayment recovery services. The contractor shall not levy any applicable overpayment recovery fees for overpayments resulting from contractor payment errors.

B2 **COORDINATION WITH MCHCP BUSINESS ASSOCIATES**: The contractor must coordinate, cooperate, and electronically exchange information with MCHCP's business associates as identified by MCHCP. Necessary information can include, but is not limited to, the deductible and out-of-pocket accumulators, participation in care management or claims. Frequency of electronically exchanged information can be daily.

B3 **ACCOUNT MANAGEMENT**: The contractor shall establish and maintain throughout the term of the contract an account management team that will work directly with MCHCP staff. This team must include, but is not limited to, a designated account executive, a member service manager, medical director, a clinical contact, a person responsible for preparing the reports and a management information system representative. Approval of the account management team rests with MCHCP. The account executive and service representative(s) will deal directly with MCHCP's benefit administration staff. The account management team must:

B3.1 Be able to devote the time needed to the account, including being available for telephone and on-site consultation with MCHCP.

B3.2 Be extremely responsive.

B3.3 Be comprised of individuals with specialized knowledge of contractor's networks, functions, claims and eligibility systems, system reporting capabilities, claims adjudication policies and procedures, administrative services, standard and banking arrangements, and relations with third parties.

B3.4 Act on behalf of MCHCP in navigating through the contractor's organization. The account management team must be able to effectively advance the interest of MCHCP through the contractor's corporate structure.

B3.5 The contractor agrees to provide MCHCP with at least thirty (30) days advance notice of any material change to its account management and servicing methodology and at least ten (10) days advanced notice of a personnel change in the contractor's account management and servicing team.

B3.6 The contractor agrees to allow MCHCP to complete an annual formal performance evaluation of the assigned account management team.

B4 **MEETINGS:** The contractor agrees to meet with MCHCP staff and Board of Trustees as requested to discuss the status of the MCHCP account in terms of utilization patterns and costs, as well as propose new ideas that may benefit MCHCP and its members. The contractor is expected to present actual MCHCP claims experience and offer suggestions as to ways the benefit could be modified to reduce costs or improve the health of MCHCP members. Suggestions must be modeled against actual MCHCP membership and claims experience to determine the financial impact as well as the number of members impacted. The contractor must also present benchmark data by using the contractor's entire book of business, a comparable client(s) to MCHCP, or some other comparable industry norm.

B5 **NETWORKS:** The contractor must have in place a network which will offer access to MCHCP members nationwide. The contractor shall maintain network(s) that is sufficient in number and types of providers, including providers that specialize in mental health and substance abuse services, to assure that all services will be accessible without unreasonable delay or unreasonable travel. The contractor shall comply with state and federal requirements regarding network adequacy, including but not limited to, The No Surprises Act.

B5.1 The contractor shall annually provide no later than January 15 of each year, a network adequacy analysis that details the sufficiency of the network as compared to the standards set forth in 20 CSR 400-7.095 Provider Network Adequacy Standards. If the contractor utilizes more than one network, such analysis shall be prepared for each network it utilizes in fulfillment of the requirements herein. For any deficiencies identified as part of the analysis, the contractor shall provide a plan for how members will access services in deficient access areas and a plan for bringing network adequacy into compliance.

B5.2 Including primary care medical homes is highly encouraged. The primary care medical home is accountable for meeting most of each patient's physical and mental health care needs, including prevention and wellness, acute and chronic care. This team of care approach brings together providers to meet the needs of their patients. The contractor shall include in its network adequacy plans, an analysis of the locations of primary care medical homes and plans for expansion.

B5.3 The contractor shall have a process for monitoring and ensuring on an ongoing basis the sufficiency of the networks to meet the health care needs of the enrolled members within reasonable geography and reasonable time. In January and July of each year, the TPA shall provide a network adequacy analysis including geographic access report to MCHCP. In addition to looking at the

needs from an overall member population standpoint, the contractor shall ensure the networks are able to address the needs of those with special needs including but not limited to, visually or hearing impaired, limited English proficiency, and low health literacy. The contractor shall notify MCHCP within five business days if the networks' geographic access changes from what was proposed by the contractor.

B5.4 The contractor shall require that network providers be responsible for obtaining all necessary pre-certifications and prior authorizations and holding the member harmless for failure to obtain necessary authorizations.

B5.5 The contractor shall agree to provide written notice to affected members when providers leave the network. The contractor shall provide continuation of care in accordance with The No Surprises Act, RSMo Chapter 354.612 and MCHCP regulations.

B5.5.1 For facility terminations or non-renewals, contractor must, at a minimum, notify all subscribers residing within a 40-mile radius of the facility at least 31 days prior to the termination or non-renewal or as soon as possible after non-renewal.

B5.5.2 For non-facility provider terminations or non-renewals, contractor must, at a minimum, notify all members who received care from the provider within the last 90 days and from primary care providers within the last 365 days.

B5.5.3 MCHCP reserves the right to expand continuation of care beyond regulatory requirements.

B5.6 The contractor shall notify MCHCP of alternative provider arrangements that it has in place, (including but not limited to, accountable care organization, primary care case management, patient-centered medical home, or other value-based payment arrangement not specifically mentioned) that provide providers a risk-based payment arrangement whether upside, downside or both in recognition of achievement of specified benchmarks or goals. For each alternative provider arrangement, the contractor shall annually report on the locations of each arrangement, the number of MCHCP members potentially impacted, the financial arrangement in such detail as to provide MCHCP with an understanding of its potential financial obligation as a self-insured plan and how each is monitored for effectiveness from both quality and financial aspects. The contractor shall notify MCHCP of all alternative provider arrangements that it has in place by January 15 of each year.

B5.7 The contractor shall have the ability to provide administrative services to support network or provider arrangements that MCHCP have directly contracted for outside the arrangement offered by the contractor. Such administrative support may include, but not be limited to, claims processing in accordance with the underlying plan design, utilization management, and appeals processing.

B5.8 The contractor shall obtain discounts and other reductions, including through secondary networks as much as is possible for non-network claims.

B5.9 Provider network management strategies shall include areas of focus on ensuring provider directory data is up-to-date and accurate. The contractor shall remove terminated providers from the directory at the time of termination of contract or when a provider is no longer providing direct patient care. The contractor shall provide a quarterly review of the accuracy of the provider directory. If MCHCP discovers that provider information contained at the contractor's website is inaccurate, MCHCP will contact the contractor immediately. The contractor must correct inaccuracies within ten (10) days of being notified by MCHCP.

B5.10 In alignment with the No Suprises Act, the contractor shall require providers and health care facilities to promptly refund enrollees amounts paid in excess of network cost-sharing amounts with interest, if the enrollee inadvertently received non-network care due to inaccurate provider

directory information or the provider billed the enrollee for an amount in excess of network cost-sharing amounts and the enrollee paid the bill.

B6 **MEMBER SERVICE**: The contractor must provide a high quality and experienced member service department. The contractor's member service representatives (MSRs) must be fully trained in the MCHCP benefits, plan designs and other options.

B6.1 The contractor shall maintain a toll-free telephone line to provide prompt access for members and providers to qualified MSRs. At a minimum, member service must be available between the hours of 8:00 a.m. and 8:00 p.m. central time (CT), Monday through Friday except for designated holidays.

B6.2 Member calls to contractor must be recorded and retained for a minimum of five (5) years. If prior to the recording being purged, the contractor is notified of litigation by MCHCP, call recordings must be provided to MCHCP upon request.

B6.3 The member services department shall include access to member advocates who are trained to meet member health care and benefit needs. The member advocate must be trained to be proactive and work with members to improve their health, their understanding and usage of benefits and how to find and get care. Examples of advocacy, include but are not limited to helping members find health care providers and schedule appointments, resolve claims and benefit issues, navigating choices for care, access personalized care and services to meet specific needs, and to connect to care teams for chronic and complex conditions.

B6.4 The contractor is responsible for developing, printing, and mailing identification cards directly to the member's home. The contractor is responsible for all associated production and mailing costs.

B6.5 The contractor shall provide a quality-of-care initiative focused on preventive care each year. The initiative must include a minimum quarterly communication created and mailed to members. Selection of topics, content, timing, and draft language will be developed in coordination with MCHCP.

B6.6 The contractor shall agree that MCHCP reserves the right to review and approve all written communications and marketing materials developed and used by the contractor to communicate specifically with MCHCP members at any time during the contract period. This does not refer to such items as provider directories and plan-wide newsletters as long as they do not contain MCHCP-specific information such as eligibility, enrollment, benefits, or rates which MCHCP must review. 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.).

B6.7 The contractor(s) shall have a variety of tools and information sources for MCHCP members. This may include, but is not limited to, the following:

- B6.7.1 New member information;
- B6.7.2 Health price transparency tools that shall utilize network provider rate information and are at a provider level detail as well as in summary;
- B6.7.3 Member ability to view claim status;
- B6.7.4 Member information to track deductible, coinsurance and out-of-pocket maximum status;
- B6.7.5 Explanation of benefits; and
- B6.7.6 Ability to query and download up to twenty-four (24) months of claims data.

B7 **IMPLEMENTATION:** Upon award, a final implementation schedule must be agreed to by MCHCP and the contractor within 30 days of contract award. In addition, a final implementation schedule must be agreed to by MCHCP and the contractor within 30 days of the Board of Trustee approval of each upcoming plan year benefits and plan designs. The contractor shall implement any eligibility, plan designs and benefits as directed by MCHCP. Failure on MCHCP's part to complete, by the agreed upon dates, the MCHCP key dependent tasks associated with the implementation may necessitate changes to the implementation schedule.

B7.1 At a minimum, the schedule must include the following activities as necessary:
- B7.1.1 Testing of eligibility file and other files to and from MCHCP and/or its business associates;
- B7.1.2 Acceptable date for final eligibility file and other files to and from MCHCP and/or its business associates;
- B7.1.3 ID card production and distribution;
- B7.1.4 Finalization of benefits, plan designs, and other key elements;
- B7.1.5 Testing of appropriate files to and from MCHCP business associate(s), if necessary; and
- B7.1.6 Testing of claim file to data warehouse vendor.

B7.2 At least forty-five (45) days prior to the January 1, 2025, effective date, MCHCP will have a readiness review/pre-implementation audit of the contractor(s), including an on-site review of the contractor's facilities if MCHCP deems it necessary. The contractor shall participate in all readiness review/pre-implementation audit activities conducted by MCHCP staff or its designee to ensure the contractor's operational readiness. MCHCP or its designee will provide the contractor with a summary of findings as well as areas requiring corrective action. The contractor is responsible for all costs associated with this review/audit/corrective action, including travel expenses of the MCHCP review team or its designee.

B8 **REPORTING REQUIREMENTS**: The contractor agrees that all data required by MCHCP shall be confidential and will not be public information. The contractor further agrees not to disclose this or similar information to any competing company, either directly or indirectly. The contractor shall comply with the following:

B8.1 MCHCP reserves the right to retain a third-party contractor to receive claims-level data from the contractor and store the data on MCHCP's behalf. This includes a full claim file including, but not limited to all financial, demographic and utilization fields. The contractor agrees to cooperate with MCHCP's designated third party contractor, if applicable, in the fulfillment of the contractor's duties under this contract, including the provision of data as specified without constraint on its use. The contractor shall agree to:
- B8.1.1 Provide claims, person-level utilization data to MCHCP and/or MCHCP's data vendor in a format specified by MCHCP with the understanding that the data shall be owned by MCHCP;
- B8.1.2 Provide data in an electronic form and within a time frame specified by MCHCP;
- B8.1.3 Place no restraints on use of the data provided MCHCP has in place procedures to protect the confidentiality of the data consistent with HIPAA requirements; and
- B8.1.4 This obligation continues for a period of two (2) years following contract termination at no additional cost to MCHCP.

B8.2 The contractor shall provide quarterly reports detailing customer service telephone answer time and abandonment. The reports shall be submitted to MCHCP quarterly and are due within 30

days of the end of the quarter reported. The cost for providing this report must be included in the PEPM fees for administration services and cannot be listed in Supplemental Pricing.

B8.3 The contractor shall provide a monthly report of cases that have the potential to incur large expenditures (over $50,000). The report shall include the patient's name, diagnosis, prognosis, a brief clinical summary, and the amount paid to date. The report is due monthly and is to be provided no later than the 15th of each month.

B8.4 The contractor shall provide the contractor's standard reporting package on a timely basis.

B8.5 At the request of MCHCP and at the contractor's expense, the contractor agrees to participate in an annual customer satisfaction survey, such as the current version of the National Committee for Quality Assurance (NCQA) *Consumer Assessment of Health Plan Survey (CAHPS)* or a similar survey tool identified by MCHCP, using the established guidelines. A third party must conduct any such survey.

B8.6 The contractor shall provide, at the contractor's expense, an annual report which details how MCHCP performs on HEDIS® measures as developed and maintained by the NCQA for each year. At a minimum, the items to be reported must include measures in the following domains of care: Effectiveness of Care, Access/Availability of Care, Utilization, Risk Adjusted Utilization, and Measures Collected Using Electronic Clinical Data Systems. The annual report shall define the measures and compare the MCHCP rate against the HEDIS® book of business rate and the national benchmark rate. The report shall be provided no later than July 15 of each year for the prior year's data.

B8.7 At the request of MCHCP, the contractor shall submit additional ad hoc reports on information and data readily available to the contractor. Fair and equitable compensation will be negotiated with the contractor.

B8.8 MCHCP will determine the acceptability of all claim files and reports submitted based upon timeliness, format, and content. If reports are not deemed to be acceptable or have not been submitted as requested, the contractor will receive written notice to this effect and the applicable liquidated damages, as defined in Section 21 of the TPA RFP Questionnaire, will be assessed.

B8.9 TPA shall consult on federal and state legislation, judicial rulings and other changes in rules or statutes that may affect MCHCP as needed and provide potential impact including fiscal impact to MCHCP upon request. TPA must respond within the timeframe specified as requested.

B9 **ELIGIBILITY FILES**: 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 It is MCHCP's intent to send a transactional based (change only) eligibility file weekly and a periodic full eligibility reconciliation file.

B9.2 Contractor will further develop an out of sequence (ad hoc) methodology for updating records outside of the normal schedule.

B9.3 MCHCP will provide a recommended data mapping for the 834-transaction set.

B9.4 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.

B9.5 The contractor shall provide access to view data on its 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 specific information on demand.

B9.6 The contractor will supply a data dictionary of the fields MCHCP is updating on their system and the allowed values for each field.

B9.7 The contractor shall provide MCHCP with a monthly file ("eligibility audit file") in a mutually agreed upon format of contractor's eligibility records for all MCHCP members. Such file shall be utilized by MCHCP to audit contractor's records. Such eligibility audit file shall be provided to MCHCP no later than the second Thursday of each month.

B9.8 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.

B9.9 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, 2024. Results of the test must be provided to MCHCP by October 30, 2024. Final acceptance of all eligibility file formats and responses are expected no later than November 30, 2024.

B9.10 The contractor and all its subcontractors shall use strong encryption methods that adhere to recognized security standards, such as AES-256, RSA, or ECC, for all data in transit and at rest, including File Transfer Protocol or other use of the Internet.

B10 **WEBSITE:** The contractor must have an active, current website that is updated regularly. MCHCP members must be able to access this site to obtain current listings of active network providers, print ID cards, review benefits and plan design, review explanation of benefits, check status of deductibles, maximums or limits, research specific medical conditions, access to price transparency tools in compliance with regulatory requirements, obtain a history of medical claims, map provider locations and other information.

B10.1 The contractor shall implement a Single Sign-On (SSO) solution, enabling seamless access to all websites and online applications via MCHCP's secure member portal and, if applicable, MCHCP's member app. The SSO solution must be compatible with prevalent protocols, including but not limited to, SAML2, OpenID and OAuth2, and must comply with recognized security standards. The SSO solution is expected to be fully functional and operational by Jan. 1, 2025. Testing shall be conducted and completed by Dec. 1, 2024.

B11 **APPEALS**: The contractor shall have a timely and organized system for resolving members' appeals in compliance with state and federal regulations, as amended. The system shall include, but not be limited to, two (2) levels of internal appeals, adverse benefit notices that shall be compliant with federal regulations and issued within regulatory timeframes. The contractor shall agree that MCHCP shall have the ability to review and approve all adverse benefit notice templates prior to their use. The contractor shall fully cooperate with the external appeal contractor (currently MAXIMUS Federal Services). Should an appeal result from an error or omission by the contractor, such as quoting a wrong benefit or failing to tell a member or provider that prior authorization is required, and benefits are paid or denied inappropriately, then contractor shall be responsible for sixty percent (60%) of the paid amount of the claims directly involved in or affected by such appeal. The contractor shall have a designated contact

person or persons to be available including after normal business hours to gather information necessary for external appeals including expedited appeals where information must be made available within the time specified by the external appeal contractor.

B12 **CLINICAL MANAGEMENT**: The contractor shall integrate and coordinate utilization management, case management, discharge planning, quality management and medical policy and technology assessment to utilize health care resources and achieve optimum patient outcome in the most cost-effective manner.

B12.1 The contractor shall prospectively and concurrently review the medical necessity, appropriate level of care and length of stay for scheduled hospital admissions, emergency hospital admissions, medical, surgical, mental health, and other health care services.

B12.2 The contractor shall use documented clinical review criteria that are based on sound clinical evidence and are evaluated periodically to assure ongoing efficacy. The contractor may develop its own clinical review criteria or may purchase or license clinical review criteria from qualified vendors. The contractor shall make available its clinical review criteria upon request. The contractor is encouraged to publish its clinical review criteria on its website for full transparency.

B12.3 The contractor shall provide physician-to-physician communication. A licensed, clinical peer of the same medical specialty shall evaluate the clinical appropriateness of adverse determinations.

B12.4 The contractor shall obtain all information required to make a utilization review decision, including pertinent clinical information. The contractor shall have a process to ensure that utilization reviewers apply clinical review criteria consistently.

B12.5 Utilization management services will be conducted by licensed registered nurses and the contractor shall have available for review on a daily basis board-certified specialists representing all appropriate specialties. The utilization management staff must consult with appropriate specialists and sub-specialists in conducting utilization review of hospital, physician, mental health services, and other outpatient services. All adverse determinations shall be evaluated by a board-certified clinical peer prior to issuance of the denial.

B12.6 The prior authorization process shall have a goal to reduce the administrative burden on health care professionals and their staff and include a gold card program for providers to qualify to further recognize providers who routinely request approval of services with a high approval rate. The gold card program shall include a prospective review process for providers to annually qualify for continued status. The contractor shall educate providers on the prior authorization requirements including, but not limited to, the services needing a prior authorization, documentation requirements, attestation requirements, and peer-to-peer review procedures.

B12.7 The prior authorization process shall include means to involve patients in the process so that their voices are also captured as part of the approval process and decisions and appeal rights are communicated timely and without delay.

B12.8 The contractor shall annually provide a report of all services requiring prior authorization and the justification for including the services on the list with an estimated financial impact for inclusion and any adverse impacts for including the service on the prior authorization list. The contractor shall allow MCHCP to remove specific services from prior authorization requirements or to modify the terms under which a service is placed on a prior authorization list.

B12.9 The contractor shall provide a toll-free telephone number and adequate lines for plan members and providers to access the utilization management programs.

B12.10 The contractor shall identify case management opportunities and provide case management services for members with specific health care needs which will assist patients and providers in the coordination of services across the continuum of health care services, optimizing health care outcomes and quality, while minimizing cost.

B12.11 The contractor shall have a mechanism to proactively identify and target for intensified case management those cases having the potential to incur large expenditures. The large case management program shall identify potential large cases before expenses mount; mobilize local health care resources to meet the patient's long-term care needs; and coordinate the individual health needs of patients through multiple levels of care and transition the patient through appropriate levels of care as recovery milestones are met.

B12.12 The contractor shall provide case managers who will be experienced, professional registered nurses, licensed clinical social workers, and counselors who work with patients and providers to coordinate all services deemed necessary to provide the patient with a plan of medically necessary and appropriate health care.

B12.13 The contractor shall provide a toll-free line staffed by licensed registered nurses to answer medical questions from members. The nurse line must be available 24 hours a day, seven days a week.

B12.14 The contractor shall provide an intervention program for frequent users of emergency room services. The program must include, at a minimum, the following elements:

- B12.14.1 Monthly identification of members with five (5) or more emergency room visits in a 12-month rolling period including the date, location and diagnoses of the emergency room visits and whether any of the visits resulted in an inpatient admission;
- B12.14.2 Coordinate with MCHCP's pharmacy benefit manager (PBM) to obtain relevant pharmacy claims;
- B12.14.3 Perform a review of member claims to determine the appropriateness of the emergency room visits and whether the member would benefit from case management services;
- B12.14.4 A physician reviewer shall review any case initially determined not to benefit from case management services for a final determination;
- B12.14.5 Once identified for case management, member outreach efforts must include, at a minimum, one (1) introductory letter, two (2) outbound phone calls and one (1) unable to contact letter;
- B12.14.6 Once the member accepts case management, the case manager shall perform an initial assessment (including a behavioral health assessment) and review the member's history and concerns, provide a plan of care and provide ongoing case management services as necessary;
- B12.14.7 The contractor shall provide quarterly reports to MCHCP which include, at a minimum, the number of members meeting criteria, number of members engaged in the program and the outcome of the frequent emergency room user member's engagement.

B12.15 The contractor shall coordinate with the MCHCP's PBM and provide necessary case management services as part of MCHCP's Pharmacy Lock-In Program.

B13 **CLAIM PAYMENT**: The contractor shall process all claims with incurred dates of service beginning with the contract effective date through December 31, 2025 and each subsequent year of this agreement in

accordance with MCHCP regulations. The contractor shall provide a dedicated, experienced claims processing team that will be permanently assigned to the MCHCP account.

B13.1 The contractor shall process claims utilizing the contracted discount arrangements negotiated with participating providers.

B13.2 The contractor shall process claims from non-network providers utilizing secondary network discounts where available. Where secondary network discounts are not available, the contractor shall negotiate with the provider when the claim amount is over an established dollar threshold and, if no agreement reached, follow the established method as set forth in MCHCP regulations.

B13.3 Any associated TPA fees for non-network claims shall be in accordance with the RFP and any calculations to arrive at the associated fees shall be disclosed to MCHCP in detail.

B13.4 The contractor shall, at a minimum, auto-adjudicate seventy-five percent (75%) of claims.

B13.5 The contractor shall pay 90% of all clean claims within times frames specified in Chapter 376.383 of the Revised Statutes of Missouri (see Performance Guarantees included in Section 21 of the TPA RFP Questionnaire for definition and penalty).

- B13.5.1 "Clean claim" shall have the same meaning as specified in Chapter 376.383 of the Revised Statutes of Missouri.
- B13.5.2 The contractor shall maintain 97% payment accuracy in regard to their claims processing (see Performance Guarantees included in Section 21 of the TPA RFP Questionnaire for definition and penalty).
- B13.5.3 The contractor shall maintain 99% financial accuracy in regard to their claims processing (see Performance Guarantees included in Section 21 of the TPA Questionnaire for definition and penalty).
- B13.5.4 Should any payment result from an error or omission by Contractor, such as benefit not programmed correctly, quoting a wrong benefit or failing to tell a member or provider that prior authorization is required, and benefits are paid inappropriately, then contractor shall be responsible for sixty percent (60%) of the paid amount of the claims directly involved in or affected by such error.

B13.6 The contractor shall have an automated process for tracking and resolving incomplete or pended claims. The contractor shall proactively attempt to resolve issues with claims requiring additional information for proper adjudication, including member eligibility, referral, authorization, coordination of benefits, or workers' compensation information.

B13.7 The contractor shall have the capability to process both electronic and paper claims and provide a controlled process to provide electronic and manual payments and explanation of benefits (EOBs). Clear processes must be in place to handle payment reconciliation and correction accounting.

B13.8 Overpayments made by the contractor to providers shall be electronically adjudicated against future payments to same provider to ensure timely repayment to MCHCP. The contractor shall notify the provider of the overpayment amount and that the overpayment will be offset against future payments until paid in full or the provider must remit the overpayment amount to the contractor for the full amount should the provider not have sufficient future payments to refund the overpayment within ninety (90) days. If the provider fails to refund the entire amount after ninety (90) days, the contractor shall continue to bill the provider for the amount owed and offset against future payments until the amount is paid in full. Overpayment recovery service collections that were not collected by an offset of a provider payment shall be remitted to MCHCP within thirty (30) days of receipt. The contractor shall provide MCHCP supporting

documentation of the overpayment amounts and associated collections whether by offset or by provider remittance.

B13.9 The contractor's claim system must have processes and edits in place to identify improper provider billing. This includes, but is not limited to, upcoding, unbundling of services, and duplicate bill submissions.

B13.10 The contractor shall agree that if a claims payment platform change occurs throughout the course of the contract, MCHCP reserves the right to delay implementation of the new system for MCHCP members until a commitment can be made by the contractor that transition will be without significant issues. This may include requiring the contractor to put substantial fees at risk and/or agree to an implementation audit related to these services to ensure a smooth transition.

B13.11 All penalties assessed by law for failure to timely pay claims will be borne by the contractor.

B13.12 The contractor must be able to coordinate benefits in accordance with MCHCP regulations.

B13.13 After the contract terminates, the contractor is required to continue processing run-out claims for two years at no additional cost to MCHCP. Following the run-out period, the contractor must turn over to MCHCP any pending items such as outstanding claim issues, uncashed checks, and other pending items.

B13.14 The contractor's contracts with some network providers may include withholds, incentives, and/or additional payments that may be earned, conditioned on meeting standards relating to utilization, quality of care, efficiency measures, compliance with the contractor's other policies or initiatives, or other clinical integration or practice transformation standards. In January of each year, the contractor shall provide a report to MCHCP that details the providers under such arrangements, the type of arrangement and the estimated amount that may be due per provider under each arrangement, and when each payment shall be made, if earned. MCHCP will be given an exhibit that will provide the current method of attribution. MCHCP and the contractor shall agree to the reimbursement methodology to fund these payments due the network providers based upon these contractual arrangements. MCHCP shall have the right to audit such determinations and payments as outlined in Section 4 of the contract.

B13.15 Should MCHCP have a direct agreement with an accountable care organization or other direct provider or network arrangement, the contractor shall process claims and provide other necessary supportive services included in this contract and in accordance with such agreement.

B13.16 The contractor shall identify and pursue subrogation claims on behalf of MCHCP. Subrogation results whenever there is a Third Party who is liable or responsible (legally or voluntarily) to make payments in relation to an accident, illness, or injury. Subrogation seeks to recover any amount paid or payable by a Third Party through a settlement, judgment, mediation, arbitration, or other means in connection with an illness, injury, or other medical condition. The contractor shall have authority to settle claims in the amount of $25,000 or less for less than one hundred percent. Claims above $25,000 must have MCHCP approval prior to settlement. Subrogation recoveries shall be remitted to MCHCP nor more than (60) days following collection.

B13.17 The contractor shall pass through 100 percent of rebates earned as a result of members' claims. Rebate(s) mean all drug company revenues associated with other pharmaceutical manufacturer or third-party payments, including, but not limited to, base, formulary, incentive and market share rebates, payments related to administrative fees, data fees, aggregate utilization rebates (e.g., "book of business"), purchase discounts, payments due to inflation caps or other performance arrangements, educational payments, information sales, specialty rebates and all other revenues from pharmaceutical manufacturers or other third parties.

B13.18 The contractor shall notify MCHCP of the amount due to the contractor as a result of claims processing and by the contractor account to the weekly billing cycle. The contractor shall provide an electronic invoice denoting the invoice date and due date for payment. The due date for payment shall correspond to the date the payment will be withdrawn from MCHCP's bank account. The invoice shall include the following elements:

B13.18.1 Medical Claims - Medical claims shall be separately totaled by Active claims and Retiree claims and denote the time frame of the invoice period.

B13.18.2 Fee - Each fee included in the invoice must be separately totaled by Active claims and Retiree claims and further separated by the type of fees within each grouping.

B13.18.3 Grand Total - The invoice shall provide the total of claims and total of fees with a grand total of amount due for the submitted invoice.

B13.19 The contractor shall initiate an ACH demand debit transaction that will withdraw the amount due based on the submitted invoice from a designated MCHCP bank account no later than the next business day following the invoice due date. If the invoice due date falls on either a banking holiday, a Saturday or a Sunday, the withdrawal shall be made on the following banking day. The contractor shall pay providers no later than one banking day from receipt of MCHCP funds to prevent nesting of funds.

B14. **PERFORMANCE STANDARDS**: Performance standards are outlined in Section 21 of the TPA RFP Questionnaire. The contractor shall agree that any liquidated damages assessed by MCHCP shall be in addition to any other equitable remedies allowed by the contract or awarded by a court of law including injunctive relief. The contractor shall agree that any liquidated damages assessed by MCHCP shall not be regarded as a waiver of any requirements contained in this contract or any provision therein, nor as a waiver by MCHCP of any other remedy available in law or in equity. The contractor is required to utilize MCHCP's vendor manager product that allows the contractor to self-report compliance and non-compliance with performance guarantees. Unless otherwise specified, all performance guarantees are to be measured quarterly, reconciled quarterly and any applicable penalties paid annually. MCHCP reserves the right to audit performance standards for compliance.

B15. **SUPPLEMENTAL OPTIONAL ADMINISTRATIVE SERVICES**: For those supplemental optional administrative services the contractor proposed to MCHCP as part of the RFP process and included in supplemental pricing, MCHCP will evaluate each proposed service individually and make an annual determination to elect such service according to the specifications provided as part of the RFP. Once elected, the contractor and MCHCP shall negotiate any necessary final programmatic details to successfully implement the chosen optional administrative service.

B16. **FUNDING**: The contractor shall provide MCHCP the funds for pre-implementation audit, an annual claims audit, and annual discretionary fund(s) as agreed to in response to the RFP.

EXHIBIT C
GENERAL PROVISIONS

C1 TERMINOLOGY AND DEFINITIONS

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

C1.1 **Amendment** means a written, official modification to an RFP or to a contract.

C1.2 **Bidder** means a person or organization who submitted an offer in response to this RFP.

C1.3 **Breach** shall mean the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI as defined, and subject to the exceptions set forth, in 45 C.F.R. 164.402.

C1.4 **Contract** means a legal and binding agreement between two or more competent parties, in consideration for the procurement of services as described in this RFP.

C1.5 **Contractor** means a person or organization who is a successful bidder as a result of an RFP and/or who enters into a contract or any subcontract of a successful bidder.

C1.6 **Employee** means a benefit-eligible person employed by the state and present and future retirees from state employment who meet the plan eligibility requirements.

C1.7 **May** means that a certain feature, component, or action is permissible, but not required.

C1.8 **Member** means any person covered as either a subscriber or a dependent in accordance with the terms and conditions of the plan.

C1.9 **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply may result in a proposal being considered non-responsive.

C1.10 **Off-shore** means outside of the United States.

C1.11 **Participant** has the same meaning as the word member.

C1.12 **PHI** shall mean Protected Health Information, as defined in 45 C.F.R. 160.103, as amended.

C1.13 **Pricing Pages** apply to the form(s) on which the bidder must state the price(s) applicable for the services required in the RFP. The pricing pages must be completed and uploaded by the bidder prior to the specified proposal filing date and time.

C1.14 **Privacy Regulations** shall mean the federal privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, codified at 45 C.F.R. Parts 160 and 164 (Subparts A & E).

C1.15 **Proposal Filing Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of proposals by the 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(20). Other providers include but are not limited to:

C1.16.1 Audiologist (AUD or PhD);
C1.16.2 Certified Addiction Counselor for Substance Abuse (CAC);
C1.16.3 Certified Nurse Midwife (CNM) – when acting within the scope of his/her license in the state in which s/he practices and performing a service which would be payable under this plan when performed by a physician;
C1.16.4 Certified Social Worker or Masters in Social Work (MSW)
C1.16.5 Chiropractor;
C1.16.6 Licensed Clinical Social Worker
C1.16.7 Licensed Professional Counselor (LPC);
C1.16.8 Licensed Psychologist (LP);
C1.16.9 Nurse Practitioner (NP);
C1.16.10 Physician Assistant (PA);
C1.16.11 Occupational Therapist;
C1.16.12 Physical Therapist;
C1.16.13 Speech Therapist;
C1.16.14 Registered Nurse Anesthetist (CRNA);
C1.16.15 Registered Nurse Practitioner (ARNP); or
C1.16.16 Therapist with a PhD or Master's Degree in Psychology or Counseling.

C1.17 **Request for Proposal (RFP)** means the solicitation document issued by MCHCP to potential bidders for the purchase of services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.

C1.18 **Respondent** means any party responding in any way to this RFP.

C1.19 **Retiree** means a former employee who, at the time of termination of employment, met the eligibility requirements as outlined in subsection 22 CSR 10-2.020(2)(D) and is currently receiving a monthly retirement benefit from a retirement system listed in such rule.

C1.20 **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature, which govern the operations of all agencies of the State of Missouri. Chapter 103 of the statutes is the primary chapter governing the operations of MCHCP.

C1.21 **Shall** has the same meaning as the word must.

C1.22 **Should** means that certain feature, component and/or action is desirable but not mandatory.

C1.23 **Subscriber** means the employee or member who elects coverage under the plan.

C2 GENERAL BIDDING PROVISIONS

C2.1 It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MCHCP if any language, specifications, or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from bidders regarding specifications, requirements, competitive procurement process, etc., must be directed to MCHCP via the messaging tool on the Optavise web site, as indicated on the last page of the *Introduction and Instructions* document of the RFP. Such communication must be received no later than Tuesday, February 13, 2024, 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, in order to maintain a fair and equitable procurement process, all bidders will be advised, via the issuance of an amendment or other official notification to the RFP, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFP, any questions received by MCHCP after the date noted above might not be answered.

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

C2.2 Bidders are cautioned that the only official position of MCHCP is that position which is stated in writing and issued by MCHCP in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

C2.3 MCHCP monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders, which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

C2.4 No contract shall be considered to have been entered into by MCHCP until the contract has been awarded by the MCHCP Board of Trustees and all material terms have been finalized. The contract is expected to be finalized and signed by a duly authorized representative of Contractor in less than fifteen (15) days from MCHCP's initial contact to negotiate a contract. An award will not be made until all contract terms have been accepted.

C3 PREPARATION OF PROPOSALS

C3.1 Bidders must examine the entire RFP carefully. Failure to do so shall be at the bidder's risk.

C3.2 Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.

C3.3 Unless otherwise specifically stated in the RFP, any manufacturer's names, trade names, brand names, and/or information listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. Proposals that do not comply with the requirements and specifications are subject to rejection without clarification.

C4 DISCLOSURE OF MATERIAL EVENTS

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

C4.1.1 Any material adverse change to the financial status or condition of the bidder;

C4.1.2 Any merger, sale or other material change of ownership of the bidder;

C4.1.3 Any conflict of interest or potential conflict of interest between the bidder's engagement with MCHCP and the work, services or products that the bidder is providing or proposes to provide to any current or prospective customer; and

C4.1.4 (1) Any material investigation of the bidder by a federal or state agency or self-regulatory organization; (2) Any material complaint against the bidder filed with a federal or state agency or self-regulatory organization; (3) Any material proceeding naming the bidder before any federal or state agency or self-regulatory organization; (4) Any material criminal or civil action in state or federal court naming the bidder as a defendant; (5) Any material fine, penalty, censure or other disciplinary action taken against the bidder by any federal or state agency or self-regulatory organization; (6) Any material judgment or award of damages imposed on or against the bidder as a result of any material criminal or civil action in which the bidder was a party; or (7) Any other matter material to the services rendered by the bidder pursuant to this RFP.

C4.1.4.1 For the purposes of this paragraph, "material" means of a nature, or of sufficient monetary value, or concerning a subject which a reasonable party in the position of and comparable to MCHCP would consider relevant and important in assessing the relationship and services contemplated by this RFP. It is further understood that in fulfilling its ongoing responsibilities under this paragraph, the bidder is obligated to make its best faith efforts to disclose only those relevant matters which come to the attention of or should have been known by the bidder's personnel involved in the engagement covered by this RFP and/or which come to the attention of or should have been known by any individual or office of the bidder designated by the bidder to monitor and report such matters.

C4.2 Upon learning of any such actions, MCHCP reserves the right, at its sole discretion, to either reject the proposal or continue evaluating the proposal.

C5 COMPLIANCE WITH APPLICABLE FEDERAL LAWS

C5.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Health Insurance Portability and Accountability Act (HIPAA) and The Patient Protection and Affordable Care Act (PPACA), as amended.

C5.2 Any bidder offering to provide services must be able to sign a Business Associate Agreement (BAA) (see Exhibit A-11) due to the provisions of HIPAA upon award of the contract. Any requested changes shall be noted and returned with the RFP. **The changes are accepted only upon MCHCP signing a revised BAA after contract award.**

C5.3 Upon awarding of the contract by the Board, the BAA shall be signed by both parties within five (5) working days of the request to sign, or the award of the contract may be rescinded.

Attachment 1
Layout for MCHCP Enrollee File
Enrollment as of January 1, 2024

Field Name	Description
Unique ID	Number assigned by MCHCP
Relation	Identifies if member is subscriber, spouse, or child 1 – subscriber 2 – spouse 3 – child
Plan Type	Identifies plan member is enrolled PPO 750 PPO 1250 HSA Plan PPO 750 without Contraception PPO 1250 without Contraception HSA Plan without Contraception Tricare Supplement
Cov Level	Identifies subscriber's level of coverage MI – Employee Only MS – Employee and Spouse MC – Employee and Child(ren) MF – Employee, Spouse, and Child(ren) DP – COBRA Child SC – Surviving Child
Status	Identifies status of member ACT – Active Employee RTN – Retired Employee CBR – COBRA Participant DSB – Participant on Long Term Disability SVR – Survivor VES – Terminated Vested Participant FOS – Career Foster Parent
Zip	Zip code corresponding to the member's residence
YOB	Year of birth
Gender	M – Male F – Female
Medicare Indicator	N – No Medicare Y – Medicare

Attachment 2
Provider File Layouts

Provide comma separated text files listing physicians and facilities in your network as of January 1, 2024. Limit your network files to Missouri providers. If a provider has more than one office location, provide a record for each address. If necessary, provide a crosswalk for provider specialty. The following file layout should be used:

Physician File Layout

1. NPI
2. Tax ID
3. Last Name
4. First Name
5. Middle Initial
6. Title (MD, DO, PHD, DSS, etc.)
7. Role 1 (PCP or SPEC)
8. Role 2 (PCP or SPEC)
9. Provider Specialty (Family Practice, Urology, OB/GYN, etc.)
10. Accepting New Patients (Y or N)
11. Accepts Medicare Assignment (Y or N)
12. Street 1 (street address, no P.O. Box)
13. Street 2 (suite number, etc.)
14. City
15. State
16. Zip
17. Phone (area code & 7 digits)
18. County

Facility File Layout

1. NPI
2. Tax ID
3. Facility Name
4. Type of Facility (Hospital, Surgery Center, DME Supplier, Home Health, etc.)
5. Street 1 (street address, no P.O. Box)
6. Street 2 (suite number, etc.)
7. City
8. State
9. Zip
10. Phone (area code & 7 digits)
11. County

Attachment 4

Instructions for Completing Re-Pricing File

The overall financial evaluation will include a claims repricing exercise. A repricing file containing claim-line detail for the most recent 12-month period will be made available through a secure workspace established by Segal, MCHCP's contracted actuary. Additional documents that will be provided by Segal include monthly claims and enrollment by plan and high cost claimant information for 2021-2023.

The tab in this workbook labeled "Repricing File Format" provides a layout of the data fields that will be included in the Re-Pricing File. To gain access to the data file(s), interested bidders responding to the RFP must upload a signed Exhibit A-1 Intent to Bid to Optavise no later than Tuesday, February 13, 2024. Upon receipt of the Intent to Bid exhibit, Segal will determine if there is a current Global or Bid-Related NDA/Confidentiality Agreement on file. No data will be issued without first having a signed NDA/Confidentiality Agreement on file. If there is no NDA/Confidentiality Agreement on file with Segal, a document will be issued to the interested Bidder for signature. Verbiage is non-negotiable. Upon receipt of the newly signed NDA or confirmation of an existing NDA on file, Segal will establish a secure workspace and upload the data file(s). A system-generated e-mail will be sent to the Bidder's designated data recipient, containing a link to instructions for accessing the workspace.

Bidders are expected to reprice each claim to represent most accurately the contractual arrangement in place, or under a "letter of intent", at the time of proposal. The claims re-pricing amounts should be based on actual data and should not include any assumptions regarding projected discounts or expected increases in eligible charges. Three (3) fields/columns at the end of the file are to be populated by the Bidder. If more than one (1) network is being proposed, the three (3) fields/columns must be replicated and populated appropriately for each network proposed:

1. Allowed/Contract Amount (based on provider contracts in place at the time of proposal)

2. Network Status – Y/N/L
Y – Currently under contract (Network provider)
N – Not under contract (Non-Network provider)
L – Letter of intent (Signed letter of intent to contract at a date in the near future)

3. Type of Contract – A/B/C/D/F/O
A - Ambulatory Payment Classification
B - Bundled Payment
C - Capitated
D - Discount off eligible charges
F - Fee Schedule
O - Other

Notes

1. If Payment Type indicator "C (Capitated)", provide enough detail to sufficiently evaluate the effect on MCHCP's costs, including services, payments and provider types. Include description as a separate attachment with your response.

2. If Payment Type indicator "O (Other)", provide a description of the payment type along with enough detail to sufficiently evaluate the effect on MCHCP's costs, including services, payments and provider types. Include description as a separate attachment with your response.

When completed, Bidders must upload the full file, in the same order and format as received, to the Segal secure workspace no later than the bid due date of 5 p.m. CT, Friday, March 1, 2024. **Do not upload this information to Optavise.**

Attachment 4

MCHCP Non-Medicare Medical Claims Repricing File Layout

Time Period: Paid claims January 2023 through December 2023

Field Name	Field Description	Notes
MEMBER_ID	De-identified member number	
MEMBER_GENDER	Gender of member	
MEMBER_AGE	Member's age in years at date of service	
MEMBER_ZIPCODE	5-digit zip code of member	
PROVIDER_TIN_BILL	Billing Provider Tax Identification Number (TIN)	
PROVIDER_NPI_BILL	Billing Provider National Provider Identifier (NPI)	
PROVIDER_NPI_RENDER	Rendering Provider National Provider Identifier (NPI)	
PROVIDER_NAME	Name of the rendering provider	
PROVIDER_ADDRESS_1	1st part of rendering provider address where available	
PROVIDER_ADDRESS_2	2nd part of rendering provider address where available	
PROVIDER_CITY	City of rendering provider	
PROVIDER_ZIPCODE	5 digit zip code of rendering provider	
PROVIDER_STATE	The abbreviation of the state or providence of the rendering provider	
PLACE_OF_SERVICE	Place of service code	
BILL_TYPE_CODE	Bill type code where applicable	
CLAIM_NUMBER	De-identified identifier for the claim	
CLAIM_PAID_DATE	Claim payment date (YYYYMMDD)	
CLAIM_SERVICE_START	Service begin date (YYYYMMDD)	
CLAIM_SERVICE_END	Service end date (YYYYMMDD)	
PRIMARY_DIAGNOSIS_CODE	ICD code used to denote the PRIMARY disease or condition being treated by the services rendered on the claim	
DIAGNOSIS_CODE_2	ICD code used to denote the SECONDARY disease or condition being treated by the services rendered on the claim	
DIAGNOSIS_CODE_3	ICD code used to denote the TERTIARY disease or condition being treated by the services rendered on the claim	
DIAGNOSIS_CODE_4	ICD code used to denote the QUATERNARY disease or condition being treated by the services rendered on the claim	
DIAGNOSIS_CODE_5	ICD code used to denote the QUINARY disease or condition being treated by the services rendered on the claim	
DRG	DRG (Diagnosis Related Group) code (where available)	
REVENUE_CODE	Hospital billing code submitted on the claim where applicable	
PROCEDURE_CODE	Code used to denote a health care service that a member receives from a provider	
SERVICE_MODIFIER_CODE	Code used to further define or clarify the procedure code on the claim line	
DISCHARGE_CODE	Hospital discharge status code (where available)	
SERVICE_UNIT_COUNT	The number of service units on the claim line that have been approved for payment	
CHARGED_AMOUNT	Total charges for the services rendered on the claim line	
SG_ROW_ID	Segal internal line number. Bidders must provide this data element with repriced file	**Must be returned with repriced file**
Network Status*	Network status	Y (Contracted network provider - "in-network") N (No contract with provider - "out of network") L (Bidder has, in hand, a signed "Letter of Intent" to contract with provider)
Allowed Amount*	Contracted reimbursement amount	
Payment Type*	Type of payment	A (Ambulatory Payment Classification) B (Bundled Payment) C (Capitated) D (Discount off eligible charges) F (Fee Schedule) O (Other)

* To be populated by vendor

TPA RFP Questionnaire

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

Proprietary Statement

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

- ◯ Confirmed
- ◯ Not confirmed (please explain)

Vendor Profile

2.1 Provide the following information about your company:

- Full and legal company name
- Name of parent organization (if applicable)
- Describe your company structure including subsidiaries and affiliates
- Corporate address
- Telephone

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

Response

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

- Nationally
- Regionally
- Missouri

2.4 How many employer groups does your organization service for Medical Benefits Administration?

- Number of groups of 75,000 employees or more
- Number of groups of 60,001-75,000 employees
- Number of groups of 45,001-60,000 employees
- Number of groups of 30,001-45,000 employees
- Number of groups of 15,001-30,000 employees
- Number of groups less than 15,000 employees

2.5 How many members does your organization service for Medical Benefits Administration?

- Number of current members
- Number of new members last year
- Number of new members year to date

2.6 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

2.7 Confirm you have uploaded a document to the Reference Files from Vendor section describing the insurance in force that your firm has made to cover any errors and omissions claims that may arise in connection with services on behalf of a client. Who is the carrier or what is the funding mechanism? What are the policy limits? Are all of your subcontractors and/or joint venture companies bound by such coverage? Name the file "Q2.7 E&O Insurance".

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

◯ Not provided (please explain)

2.8 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			

2.9 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 "Q2.9 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.

2.10 Confirm you have uploaded two years of your organization's audited financial statements to the Reference Files from Vendor section. Name the file "Q2.10 Audited Financial Statements".

◯ Confirmed

◯ Not confirmed (please explain)

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

	Current Rating	Date of Rating (MM/YYYY)	Financial Data Summary
A.M. Best			
S&P			
Duff and Phelps			
Moody's			

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

Has your organization conducted a SSAE 18 examination (SOC1)?

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

What is the frequency of your SSAE 18 examinations (SOC1)?

2.13 Confirm you will provide a copy of your SOC 1 report if awarded the contract.

- ○ Confirmed
- ○ Not confirmed (please explain)

2.14 Confirm you have uploaded a document to the Reference files from Vendor section confirming appropriate licensure/certification by the State of Missouri. Name the document "Q2.14 State of Missouri License".

- ○ Confirmed
- ○ Not confirmed (please explain)

Account Management and Implementation

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

	Name	Role for MCHCP	Brief work experience bio	Number of years at your organization	Number of years in their current role	Number of current accounts in this same role	Maximum number of accounts
Strategic Account Executive							
Account Manager							
Clinical Resource							
Claims Coordinator							
IT Resource							
Member Services							

3.2 Complete the following table regarding the Implementation team that would be compiled for MCHCP.

	Name	Role for MCHCP	Brief work experience bio	Number of years at your organization	Number of years in their current role	Number of current accounts in this same role	Maximum number of accounts
Implementation Account Executive							
Implementation Manager							
Implementation Coordinator							

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

Response

3.4 How long will the implementation team remain involved after "go live"?

Response

3.5 Confirm you have uploaded an organizational chart for the proposed account team, showing lines of authority up to and including the executive management level. Upload the file to the Reference Files from Vendor section, and name the document "Q3.5 Organizational Chart". Include all functions such as claims, member services, billing, location, etc.

- ○ Confirmed

○ Not confirmed (please explain)

3.6 Confirm you have uploaded a detailed implementation plan that assumes a January 1, 2025 implementation date. Upload the file to the Reference Files from Vendor section, and name the document "Q3.6 Implementation Plan". The plan must include a list of specific implementation tasks/transition protocols and a timetable for initiation and completion of such tasks.

○ Confirmed

○ Not confirmed (please explain)

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

Response

Member Services and Plan Administration

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

Location(s)

Days and hours of operation including observed holidays

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

Number of other clients assigned MSRs are responsible for (average # per rep)

Experience level of staff (average # of yrs)

4.2 How can members access MSRs? What is your book of business percentage of members that utilize each method?

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

4.3 Describe the structure of the member service team. Note preference is given to those organizations offering a designated team with some dedicated MSRs.

Response

4.4 Confirm that your MSRs will be trained on MCHCP's benefits and the toll-free line will be operational by October 1, 2024 for annual enrollment calls.

○ Confirmed, at no additional cost

○ Confirmed, at an additional cost (include cost in Supplemental Pricing)

○ Not confirmed (please explain)

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

Response

4.6 What features are available to the member via your website (check all that apply)?

☐ Provider directory

- ☐ Cost transparency tools
- ☐ Verify eligibility
- ☐ Print temporary ID card
- ☐ Check claim status
- ☐ Request ID card
- ☐ Review benefits and plan design
- ☐ Review Explanation of Benefits
- ☐ Check status of deductibles, maximums, or limits
- ☐ Research specific medical conditions or health information
- ☐ Research treatment descriptions
- ☐ Ask a plan nurse health questions via secure email
- ☐ Obtain a history of medical claims
- ☐ Map provider locations
- ☐ Other (please explain)

4.7 Are all calls documented and/or recorded?

	Yes (please describe, including length of time documentation/recording is retained)	No
Documented	○	○
Recorded	○	○

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

- ☐ Calls transferred to another call center
- ☐ Voice mail
- ☐ IVR
- ☐ Other (please explain)

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

	2023	2024 YTD
Ratio of representatives to 1,000 members		
Blockage rate (percentage)		
Abandonment rate (percentage)		
Average speed to answer (in seconds)		
Average turnover rate (percentage)		
First call resolution rate (percentage)		

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

Response

4.11 Confirm that you have uploaded results from your most recent member satisfaction survey. Upload the file to the Reference Files from Vendor section, and name the file "Q4.11 Satisfaction Survey Results".

- ○ Confirmed
- ○ Not confirmed (please explain)

4.12 Can ID cards be customized for MCHCP?

- ○ Yes, at no additional cost
- ○ Yes, at an additional cost (please specify cost on Supplemental Pricing)

○ No (please explain)

4.13 Confirm you have uploaded samples of the communications materials included in your financial proposal that you use to communicate with members. Sample materials must be uploaded to the Reference Files from Vendor section, and named "Q4.13 Member Communications".

○ Confirmed

○ Not confirmed (please explain)

Technology and Security

5.1 When was the last system/platform upgrade or migration 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)

Financial reporting (MM/YYYY)

Other (please describe)

5.2 Will MCHCP have access to update member eligibility information online?

○ Yes, at no additional cost

○ Yes, at an additional cost (include the cost in Supplemental Pricingl)

○ No (please explain)

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

Response

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

Response

5.5 Describe your process for addressing security breaches.

Response

5.6 Have you ever experienced a security breach involving PHI?

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

○ No

5.7 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)

5.8 Are mobile apps available for use by your membership?

○ Yes (please describe)

○ No (please explain)

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

Response

5.10 Confirm you have uploaded metrics that demonstrate the reliability of your IT systems. Upload the file to the Reference Files from Vendor section, and name the file "Q5.10 Reliability Metrics".

- ○ Confirmed
- ○ Not confirmed (please explain)

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

- ○ Support single sign-on using SAML
- ○ Support single sign-on using different standard (please list)
- ○ Do not support single sign-on (please explain)

5.12 Confirm you have uploaded an executive summary of your disaster recovery and business continuity plan in the Reference Files from Vendor section, and named the document "Q5.12 Disaster Recovery Plan".

- ○ Confirmed
- ○ Not confirmed (please explain)

5.13 Confirm you have uploaded a copy of the summary findings for your most recent testing exercise of your disaster recovery and business continuity plan. Upload the document to the Reference Files from Vendor section, and name the file "Q5.13 Disaster Recovery Plan Testing".

- ○ Confirmed
- ○ Not confirmed (please explain)

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

Response

5.15 Do you have a SOC cybersecurity (SOC2) examination or other independent examination performed?

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

5.16 Confirm you will provide a copy of your SOC2 report if awarded the contract.

- ○ Confirmed
- ○ Not confirmed (please explain)

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

Web - unique visitors

Mobile device app-based - unique downloads

Registrations - percentage of total enrolled that have registered for web-based online resources %

Web - average time spent (ATS) per visit (in minutes)

Web bounce rate percentage - percentage of logins that results in the member getting logged out %

Online account usage - percentage of total enrolled population who has used the online account two or three years after registering %

Email addresses - percentage of emails obtained from the total enrolled population %

5.18 Please describe your pre-edit or post-enrollment reporting of processed eligibility data for accuracy and evaluation.

Response

Reporting

6.1 Does your organization currently provide data to a decision support system vendor (check all that

apply)?

- ☐ Merative (formerly IBM Watson Health)
- ☐ Other decision support system vendor(s) (list other vendors)
- ☐ No

6.2 Describe your organization's ability to customize financial reports.

Response

6.3 Confirm you have uploaded copies of the standard customer service reports that will be made available to satisfy the requirements stated in Exhibit B, Section 8.2 to the Reference Files from Vendor section. Name the document "Q6.3 Customer Service Reports".

- ○ Confirmed
- ○ Not confirmed (explain)

6.4 Confirm you have provided samples of the standard (cost included in the TPA fee) reporting package (i.e., claims experience, network utilization, appeals, denials, etc.). Upload the file to the Reference Files from Vendor section, and name the file "Q6.4 Sample Reporting Package".

- ○ Confirmed
- ○ Not confirmed (please explain)

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

Response

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

- ○ Yes, at no additional cost (please provide the necessary credentials for the evaluation team to view the tool)
- ○ Yes, at an additional cost (please provide the necessary credentials, and include the additional cost in Supplemental Pricing)
- ○ No (please explain)

Claim Payment Services

7.1 Identify the location, hours of operation, and number of years in operation for the proposed claim center that will service the MCHCP account. List all locations if more than one location will service the MCHCP account.

Location(s)

Hours of operation

Number of years in operation

7.2 Will MCHCP have a dedicated team to process claims? If yes, please describe the structure of the dedicated team.

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

7.3 Do you report operating statistics on a client-specific basis? If not, please explain how statistics are reported and the basis for performance guarantees.

- ○ Yes
- ○ No (please explain)

7.4 Complete the following table based on statistics specific to the office that will be providing claim administration services to MCHCP:

	2022 (X.XX)	2023 (X.XX)
Financial Accuracy: Total dollar amount of claims paid correctly divided by total dollars paid in sample	%	%
Payment Accuracy: Total number of claims paid correctly divided by the total number of claims in sample	%	%
Overall Accuracy: Total number of claims processed correctly divided by total number of claims processed	%	%
Coding Accuracy: Total number of correct lines reviewed divided by the total number of lines of entry reviewed	%	%
Claim Turnaround Time: Measured from date claim received to date benefits are paid, a denial letter is sent or the claim is set aside pending additional information. Express as a % of claims processed within 10 business days of receipt.	%	%
Claim Turnaround Time: Measured from date claim received to date benefits are paid, a denial letter is sent or the claim is set aside pending additional information. Express as a % of claims processed within 15 business days of receipt.	%	%
Pend Ratio: % of claims received which get pended for additional information	%	%
Unforced Error Adjustments: % of claims requiring adjustment as a result of an unforced error	%	%
EDI: % of total claims received electronically; includes claims converted to electronic media by scanning, optical character recognition or intelligent character recognition	%	%
Auto-adjudication: % auto-adjudication	%	%
Claim denial rate: % of claims denied	%	%

7.5 How often (e.g.daily, weekly, other) and from what office are electronic payments made, checks cut and Explanations of Benefits (EOBs) produced?

	Frequency	Office location
Electronic payments		
Checks		
EOBs		

7.6 What is the lag time between claim approval and payment?

Response

7.7 Confirm you have uploaded a sample of your EOB to the Reference Files from Vendor section. Name the file "Q7.7 Sample EOB".

- ○ Confirmed
- ○ Not confirmed (please explain)

7.8 Can MCHCP customize the EOB?

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

7.9 Based on MCHCP's current plan designs, will all of its features (e.g., plan types, deductibles, coinsurance, copayments, benefits, and benefit limitations) be automated? If not, which specific provisions will require manual intervention?

- ○ Yes
- ○ No (please explain)

7.10 Describe the capacity and limitations of the claims processing system to incorporate options to the bidder's normal course of business. Examples include but are not limited to MCHCP establishing its own list

of preauthorized services, altering plan design from 2024 plan designs, establishing incentives in the form of waiving member cost sharing, or value-based designs based on diagnosis or other parameter.

Response

7.11 What is the medical claims processing system platform you have proposed for MCHCP? Why?

Response

7.12 Provide details on planned system enhancements and conversion in the next 36 months.

Response

7.13 How long are claims maintained on-line in full record format before being consolidated or moved to offline storage?

- ◯ < 18 months
- ◯ 18-24 months
- ◯ 24-30 months
- ◯ 30-36 months
- ◯ > 36 months

7.14 What are your recovery procedures should duplicate payments or overpayments occur? Will MCHCP receive 100 percent of the monies recovered?

Response

7.15 Does your system maintain Coordination of Benefits (COB) information on claimants?

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

7.16 How frequently do you require updates to COB data?

- ◯ Monthly
- ◯ Quarterly
- ◯ Annually
- ◯ At point of claim
- ◯ Other (please explain)

7.17 What percentage of claims per examiner is audited on a daily basis to ensure payment accuracy?

Percent %

7.18 What is the dollar amount threshold over which all claims are audited?

Dollar amount

7.19 Describe your internal audit procedures, including areas audited and frequency of audits.

Procedures

Areas audited

Frequency of audits

7.20 Does your company engage an independent auditor to evaluate internal controls?

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

7.21 When was the last audit? Describe the audit findings.

Enter date (MM/YYYY)

Audit Findings

7.22 Does your company collect pharmacy rebates based on claims processed for specific drug products? If so, please describe and explain the process for which MCHCP can obtain 100 percent of its share of rebates based on MCHCP-specific claims.

- ◯ Yes (please describe and explain process for which MCHCP can obtain 100 percent of its share of rebates based on MCHCP-specific claims)
- ◯ No (please explain)

Fraud and Abuse Management

8.1 MCHCP is committed to reducing member and provider fraud, waste, and abuse within the health plan. Please describe how your organization addresses this issue today, including any investments in technology to identify opportunities for improvement, root cause resolution, recovery to MCHCP, etc.

Response

8.2 Does your system have any edits that help currently identify inappropriate medical care or unnecessary medical treatment?

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

8.3 Describe the extent to which your claims system conforms to the National Correct Coding Initiative. Please indicate your reasoning for any variances.

Response

8.4 Confirm Fraud and Abuse Management is included in standard PEPM TPA fee.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

8.5 Payment integrity is the process of ensuring that a healthcare claim is paid correctly by the responsible party, for eligible members, according to contractual terms. Payment integrity uses data mining and analytics to identify fraudulent, erroneous, duplicative or abusive claims. Please describe your approach to the following core areas, including: subrogation, COB/third-party liability, fraud, waste and abuse, error/clinical editing and administrative overpayment.

Subrogation

COB/third party liability

Fraud

Waste and abuse

Error/clinical editing

Administrative overpayment

8.6 For each payment integrity functional area (e.g., Subrogation, Fraud and Abuse, etc.), provide a description of specific metrics used to measure overall performance, productivity, claims identified prior to adjudication, and recovered amounts.

Subrogation

COB/third party liability

Fraud

Waste and abuse

Error/clinical editing

Administrative overpayment

Banking Arrangements

9.1 Confirm that you can support MCHCP's preferred banking arrangements.

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

9.2 What type of financial reports will be generated in conjunction with the weekly claims draw?

Response

9.3 What reconciliation services do you provide for banking draws compared to claim reports?

Response

9.4 Confirm you have uploaded samples of financial reports that will be generated in conjunction with the claims draw. Upload the reports to the Reference Files from Vendor section, and name the file "Q9.4 Banking Reports".

- ○ Confirmed
- ○ Not confirmed (please explain)

9.5 Provide sign-on credentials for any online web portal where sample financial reports can be viewed.

Response

Federal No Surprises Act and Final Health Care Transparency Rule

10.1 Describe how your company will assure that MCHCP will be in compliance with federal law and regulations concerning surprise billing and transparency with respect to the services provided by your company.

Response

10.2 List any technical specifications that MCHCP will need to meet in order to use any solution you intend to offer to comply with the law and regulations, including software, hardware, or other information technology.

Response

10.3 Describe your general process for complying with the Transparency in Coverage Final Rule.

Response

10.4 Will you be prepared to provide an internet-based self-service tool that makes available to plan participants real time cost-sharing information in accordance with the rule?

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

10.5 Do you currently offer an internet-based self-service tool? If yes, please describe how it differs from the regulations and how you will revise it.

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

10.6 How will you make the tool available to plan participants?

Response

10.7 Confirm you have uploaded screenshots of the web portal to be used for the participant cost-sharing disclosure. Upload the files to the Reference Files from Vendor, and name the file "Q10.7 Cost-sharing Disclosure Screenshots".

- ○ Confirmed

○ Not confirmed (please explain)

10.8 How will the required participant notice of disclosure be provided?

Response

10.9 How will you respond to individuals who request the information on paper instead of through the website?

Response

10.10 Will you provide a price comparison tool via internet websites and via telephone that allow a participant to compare the amount of cost sharing that they will be responsible for by participating provider and geographic region consistent with the No Surprises Act ?

○ Yes (please describe)

○ No (please explain)

10.11 Do any contracts you are a party to contain a claim prohibiting disclosure of pricing terms? If yes, please describe and state how you will assure they are removed. Indicate your timeline for removing gag clauses from contracts.

○ Yes (please describe)

○ No (please explain)

10.12 Describe your process for paying for Emergency Services, Non-Emergency Services provided at an In-Network Facility, and Air Ambulance Services ("Covered Services") under the No Surprises Act.

Response

10.13 Will you establish the Qualifying Payment Amount, Recognized Amount, and Out-of-Network Rates for the Covered Services? Please describe your process for setting these rates and assuring participant cost-sharing is based on them.

○ Yes (please describe)

○ No (please explain)

10.14 Have you assured that MCHCP will pay for emergency services without prior authorization, without additional administrative requirements for nonparticipating providers and facilities, and without being solely based on diagnostic codes?

○ Yes (please describe)

○ No (please explain)

10.15 Are there any State laws that affect your determination of the Recognized Amount for MCHCP? If yes, please describe.

○ Yes (please describe)

○ No (please explain)

10.16 Is there an All-Payer Model Agreement that affects your determination of the Recognized Amount for MCHCP? If yes, please describe.

○ Yes (please describe)

○ No (please explain)

10.17 Are there any areas in which you do not have sufficient information to calculate the contracted rate?

○ Yes (please describe)

○ No (please explain)

10.18 What support will you provide to MCHCP if a health care provider or facility elects to negotiate an out-of-network payment amount or elects to conduct Independent Dispute Resolution (IDR)?

Response

10.19 Will you prepare the IDR submission on behalf of MCHCP at no additional cost?

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

10.20 Will you pay IDR fees on behalf of MCHCP, including general assessments and fees if MCHCP is unsuccessful?

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

10.21 Will you assist MCHCP in providing a complaint process for plan participants who have a complaint about bills under the No Surprises Act?

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

10.22 Describe how the No Surprises Act will affect payment of Air Ambulance services under MCHCP, and whether you will propose plan changes to this benefit?

Response

10.23 Describe how you will provide plan participants with an Advanced Explanation of Benefits as required under PHSA Section 2799A-1(f).

Response

10.24 What process will be used to accept provider notification of expected charges and services?

Response

10.25 Describe how you will implement the requirement to allow continuation of care for individuals when their health care provider is terminated from the network, under PHSA Section 2799A-3. Describe how patients will be protected from being billed at an out-of-network rate and how the patient will be provided with notice under the law.

Response

Benefits

11.1 Describe how new medical treatments and procedures are evaluated and recommended for coverage and how often reviews are completed. Who is involved in the evaluation process?

Response

11.2 Are you able to support MCHCP's list of covered services (22 CSR 10-2.055)?

- ◯ Yes, with no exceptions
- ◯ Yes, with exceptions (please describe)
- ◯ No (please explain)

11.3 Are you able to support MCHCP's list of limitations and excluded services (22 CSR 10-2.060)?

- ◯ Yes, with no exceptions
- ◯ Yes, with exceptions (please describe)
- ◯ No (please explain)

11.4 Are there recommendations you would make to MCHCP to modify its list of covered services?

- ◯ Yes (please describe)
- ◯ No

11.5 Are there recommendations you would make to MCHCP to modify its list of limitations and excluded services?

- ◯ Yes (please describe)
- ◯ No

Utilization Management

12.1 What does the Utilization Management (UM) program include? Check all that apply and provide a description.

- ☐ Dedicated MCHCP team
- ☐ Written utilization management criteria
- ☐ Criteria distributed to all network physicians
- ☐ Criteria published on internet
- ☐ Case management triggers
- ☐ Other (please explain)

12.2 Describe your medical management staffing model for UM.

Response

12.3 What is your member engagement in your medical management programs?

Response

12.4 Please describe your medical necessity criteria/guidelines and the process for which these are regularly reviewed and updated.

Response

12.5 Describe how your organization utilizes physicians for case review. Be sure to include information on the following: number of physicians available for reviews, peer-to-peer, and frequency of reviews.

Description

Number of physicians available for review

Peer-to-peer (matches specialty of service being requested)

Frequency of reviews

Time to turnaround a standard review

Time to turnaround an urgent review

12.6 Please describe your prior authorization process and how providers can receive real time feedback on PA requests including how members are involved or may be involved in the prior authorization process.

Response

12.7 Confirm you have uploaded copies of standard quarterly UM reporting that would be made available to MCHCP at no additional cost. Standard reports must include program participation data, demographic information, and outreach rates. Upload the file to the Reference Files from Vendor section, and name the file "Q12.7 UM Quarterly Reporting".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

12.8 Confirm you have uploaded copies of the standard member communications regarding the UM program that would be provided to MCHCP's members at no additional charge. Upload the file to the Reference Files from Vendor section, and name the file "Q12.8 UM Member Communications".

- ◯ Confirmed

◯ Not confirmed (please explain)

Care Management

13.1 What does the Care Management (CM) program include? Include whether MCHCP will have a dedicated team in your description.

Response

13.2 Describe your CM problem identification process, intervention process, including methods and success rates.

Response

13.3 What is your member engagement in your care management programs?

Response

13.4 What programs are offered through CM (e.g. large case management, maternity management, treatment decision support, Emergency Room frequent flyer management, etc.). Indicate any accreditation received and the accrediting body, if applicable.

	Name of program	Accreditation received (if applicable)	Accreditation body (if applicable)
Program 1			
Program 2			
Program 3			
Program 4			
Program 5			
Program 6			
Program 7			
Program 8			
Program 9			
Program 10			

13.5 Describe your medical management staffing model for CM including physician oversight.

Response

13.6 Is the CM program able to accept and integrate data from MCHCP's contracted PBM or other vendors?

◯ Yes, at no additional cost (please describe)

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

◯ No (please explain)

13.7 How do you propose to transition MCHCP"s members with current CM cases?

Response

13.8 What is the average caseload (open cases) for short-term and long-term CM staffing?

Average number of cases for short-term case management

Average number of cases for long-term case management

13.9 What are the criteria for discharging a member from the CM program?

Response

13.10 Provide a description of the frequency and types of interactions you have with the member's primary care provider/treating provider once they have been enrolled in the CM program.

Describe types of interactions

Describe frequency of interactions

13.11 Provide a description of the frequency and types of interactions you have with a member once they have been enrolled in the CM program.

Describe types of interactions

Describe frequency of interactions

13.12 Provide the following information regarding your large case management (LCM) program:

Years of operaton

Staff qualifications

Percent of members managed under LCM (X.XX) %

Percent of admissions managed under LCM (X.XX) %

13.13 Confirm you have uploaded copies of standard quarterly CM reporting that would be made available to MCHCP at no additional cost. Standard reports must include program participation data, demographic information, and outreach rates. Upload the file to the Reference Files from Vendor section, and name the file "Q13.13 CM Quarterly Reporting".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

13.14 Confirm you have uploaded copies of the standard member communications regarding the CM program that would be provided to MCHCP's members at no additional charge. Upload the file to the Reference Files from Vendor section, and name the file "Q13.14 CM Member Communications".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

National Provider Network

14.1 Are you able to offer a broad national network?

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

14.2 Describe your broad national network offering. Include a discussion about the discounts generally available. Where is the network available and not available?

Response

14.3 What Missouri hospital systems are included in your broad national network?

Response

14.4 Do you supplement your proprietary provider network through third-party network management companies? If so, who are your preferred network vendors? Please list all of the vendors and locations.

- ◯ Yes (list preferred network vendors and locations)
- ◯ No (please explain)

14.5 Confirm you have uploaded a provider network file(s) to the Reference Files from Vendor section in the format provided in Attachment 2. Name the files "Q14.5 Provider Network".

- ◯ Confirmed
- ◯ Not confirmed (explain)

14.6 Confirm you have uploaded to the Reference Files from Vendor section a list of hospitals and health care facilities under contract in your broad network for each county in Missouri. Name the file "Q14.6 Hospital Network".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

14.7 What is your process for providing notification to MCHCP and its members regarding provider additions, terminations or insolvencies?

Response

14.8 What is your process for assessing network adequacy? What standards do you utilize?

Response

14.9 Do you offer specialty networks (mental health, musculoskeletal, transplant, bariatric, chiropractic, etc)?

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

14.10 If you answered "Yes" to the question above on specialty networks, do you use subcontractors to provide these benefits or is it done internally?

- ◯ Use subcontractors (please list)
- ◯ Internal (please describe when networks were developed)
- ◯ Use both subcontractors and internal network (please describe)
- ◯ Not applicable

14.11 Do you have a Centers for Excellence Program?

- ◯ Yes (please list programs available and where available in Missouri)
- ◯ No (please explain)

14.12 Is credentialing done according to NCQA standards?

- ◯ Yes
- ◯ No (please describe)

14.13 Please describe your payment philosophy for providers, including the criteria that are used to evaluate efficient use of care, programs in place to help ensure ongoing focus on quality care and how long these methodologies have been in place.

Response

14.14 Please describe innovations related to network configurations and access made over the last 24 months to help ensure cost effective access to quality care.

Response

14.15 Do you offer an outpatient rehabilitation network? If so, complete the following table.

	Description	Number of contracted providers in Missouri
Physical Therapy		
Occupational Therapy		
Speech Therapy		
Other		

14.16 If you answered Yes to Question 14.15, how many years has your rehabilitation network been in place

in Missouri?

○ Number of years

○ Not applicable

14.17 Do you measure member satisfaction with your provider network(s)?

○ Yes (provide the scores for each of the past three years and identify the survey instrument used)

○ No (please explain)

14.18 What percent of participating providers in the proposed MCHCP networks are currently closed to new patients? The term "closed" refers to an office that cannot currently accept new patients regardless of network affiliation. In other words, the doctor is not accepting new patients to his/her practice.

Primary care providers %

Specialists %

Behavioral health providers %

14.19 Using HEDIS' technical specifications, identify the percentage of contracted providers who are board certified in your network. If board certification is not tracked, enter 0.

	2022	2023
Primary care providers	%	%
Specialists	%	%
Behavioral health providers	%	%

Health Care Delivery: Networks and Solutions

15.1 Please describe your Accountable Care Organization (ACO) strategy. Please include the product lines you expect to make ACOs available to (i.e., self-funded employer sponsored plans and commercial), how ACOs align with your network strategy in general, and the implications for delivery of health management services by the ACO and/or your health plan. Include how the member experience and care will differ in the ACO compared to community care. If necessary to provide a complete response, upload a file to the Reference Files from Vendor section, and name the file "Q15.1 ACO Strategy".

Response

15.2 Describe your approach to ACO contracting. Do you focus on integrated systems or large physician groups? Do you include all physicians in the system, or do you narrow it based on high performing providers?

Response

15.3 Please describe your Primary Care Medical Home (PCMH) strategy. Please include the product lines you expect to make PCMH available to (i.e., self-funded employer sponsored plans and commercial), how it aligns with your network strategy in general, and the implications for delivery of health management services by the PCMH and/or your health plan. Include how the member experience and care will differ in the PCMH compared to community care, as well as how it aligns and is integrated to your PCMH strategy, as described above. If necessary to provide a complete repsonse, upload a file to the Reference Files from Vendor section, and name the file "Q15.3 PCMH Strategy".

Response

15.4 Please provide the criteria you use to evaluate providers for their participation in your PCMH.

Response

15.5 For your PCMH, are Primary Care Physicians (PCPs) required to be "gatekeepers?"

○ Yes (please describe)

○ No (please explain)

15.6 How do you integrate a client's telemedicine services with your ACO, PCMH and other care delivery models?

Response

15.7 Please describe other physician extender capabilities you currently offer or are pursuing. Please include how these capabilities are integrated with your overall network strategy, are linked to ACO, PCMH or other initiatives, and the potential benefit to employers and plan participants.

Response

15.8 Will your care management programs (managing care across the continuum from wellness to chronic condition) change under bundled payment, shared risk/shared savings or similar contracting models? For example, how does your care management program align with local ACO or PCMH efforts, when explicit care management fees or a capitation is paid to providers for care coordination? How do local providers integrate their efforts with yours, and how is "double-charging" of the client avoided?

Response

15.9 Please describe who will be responsible for health management services when a member is in a health plan and an ACO or PCMH? What entity will be responsible for providing which services?

Response

15.10 Will there be coordination between the health plan and the ACO and how is this accomplished?

Response

15.11 How are specialty case management programs such as transplant and maternity coordinated?

Response

15.12 Please describe how your bundled payment approaches align with your network strategy. Include any consideration of a warranty with a bundled service.

Response

15.13 Please provide a list of conditions to which your bundled payment arrangements apply.

Response

15.14 Please describe your bundled payment arrangement for your top three conditions. For example, how do your bundled payment levels vary by severity of the specific conditions? How are bundled payment arrangements communicated to the patients before procedures, and how do you manage patients' expectations should the severity levels change during the course of treatment?

Condition 1

Condition 2

Condition 3

Emerging Care Delivery Models

Your responses in this section should reflect known provider contracts in place for 2024 and, if available, what is projected for 2025. If answers to questions reflect membership growth, steerage or migration, please note accordingly. Note that not all questions apply to each emerging delivery approach. Limit responses to Commercial Self-Funded Products.

16.1 Indicate the extent to which each reimbursement methodology will be in place for MCHCP, and explain if necessary. If yes, also answer Q16.2.

	Yes (please explain)	No
Discounted Fee for Service	☐	☐
Discounted Fee-for-Service with P4P or other incentives	☐	☐
Bundled payments	☐	☐
Shared Risk/Shared Savings	☐	☐

Global Capitation	☐	☐
Partial Capitation	☐	☐
Shared-risk/shared-savings - upside/downside, withholds; Pay for Performance; Performance Incentives; Quality Payments; Value-based payments; Reference-based	☐	☐
Other Claims-based or PMPM charges	☐	☐

16.2 Please answer the following questions for all emerging reimbursement models you have in place.

	DFFS	DFFS w/ P4P or other incentives	Bundled payments	Shared risk/shared savings	Partial cap	Global cap	Other claims-based or PMPM	Comments, if necessary
For Self-Funded payments (all providers), approximately what % of total contracted provider payments does each reimbursement model represent?	%	%	%	%	%	%	%	
What % of Hospital IP payments?	%	%	%	%	%	%	%	
What % of Hospital OP payments?	%	%	%	%	%	%	%	
What % of PCP payments?	%	%	%	%	%	%	%	
What % of SCP payments?	%	%	%	%	%	%	%	
What % of Lab, Diagnostic & Imaging payments?	%	%	%	%	%	%	%	
What % of "all other" payments?	%	%	%	%	%	%	%	

Behavioral Health/Substance Use Disorder

17.1 Who administers the behavioral health/substance use disorder benefits?

- ◯ Same company as medical benefits
- ◯ Subsidiary (please name)
- ◯ Contract for services with specialty vendor (please name and provide date the contract will come up for renewal)

17.2 Are the behavioral health/substance use disorder claims paid on the same claims system as the medical claims?

- ◯ Yes
- ◯ No (please explain)

17.3 Describe the clinical guidelines you use for inpatient behavioral health/substance use disorder claims.

Response

17.4 Is the behavioral health/substance use disorder claims data integrated into the standard claim files that will be provided to MCHCP's decision support system vendor?

- ◯ Yes
- ◯ No (please explain)

17.5 Do you integrate behavioral/substance use disorder diagnoses into your care management programs?

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

17.6 How are referrals from medical management to the behavioral health/substance use disorder unit handled? Describe the process including what steps you take to ensure that there is a smooth transition?

Response

17.7 What process do you have in place to coordinate referrals from an EAP vendor?

Response

17.8 Mental Health Parity and Addiction Equity Act (MHPAEA) Compliance: Indicate whether each of the following non-quantitative treatment limitations (NQTLs) are administered such that processes, strategies, evidentiary standards and other factors are applied to behavioral health/substance use disorder benefits in a manner that is comparable to and applied no more stringently than those applied to medical/surgical benefits.

- ☐ Utilization management timing, criteria and sanctions for inpatient as well as outpatient services
- ☐ Precertification for services in both the inpatient and outpatient classifications
- ☐ Triggers for initiating outpatient treatment review (e.g., number of outpatient visits for treatment of depression without a medication evaluation)
- ☐ Network admission requirements for practitioners (i.e., criteria required for practitioners to become network providers)
- ☐ Network fee schedules for network practitioners
- ☐ Usual and customary charges for non-network physicians
- ☐ Usual and customary charges for non-network non-physicians

17.9 Do you use psychotropic prescription drug data to trigger outpatient behavioral health/substance use disorder treatment case management?

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

17.10 Provide examples of your psychotropic medication outpatient review triggers.

Response

17.11 Do you use psychotropic prescription drug data to inform your medical care management program?

- ○ Yes (please describe your approach and outcomes)
- ○ No (please explain)

17.12 Do you identify members who may benefit from Medication Assisted Treatment for substance use disorder?

- ○ Yes (please describe your approach and outcomes)
- ○ No (please explain)

Network Financial Information

18.1 What is the source of your Usual, Customary and Reasonable (UCR) table used to determine non-network allowable amount levels? Select all that apply and describe your approach when used.

- ☐ Leased network contracted rate
- ☐ Medicare RBRVS or other Medicare-based schedule
- ☐ Fair Health
- ☐ Individual claim negotiation

☐ Billed charges

☐ Other (please describe)

18.2 How often do you update your UCR tables?

○ Monthly
○ Quarterly
○ Biannually
○ Annually
○ Less frequently than annually
○ Other (please specify)

18.3 Do you have a pre-determined dollar threshold and/or types of claims for which you will conduct negotiations for a discounted payment to non-network providers when such services are not subject to the No Surprises Act? If so, list the amount.

○ Yes (specify amount)
○ We conduct negotiations for non-network claims, but no formal policy or procedure exists to identify specific claims. Identify approximate percentage of non-network claims that are negotiated,
○ We do not typically conduct negotiations for non-network claims (please explain)

18.4 Complete the table below in regards to the negotiation of discount payments with non-network providers for services not subject to the No Surprises Act. In addition to listing any additional costs here, also include in Supplemental Pricing.

	Response	Impact, if any, to quoted TPA fee
What is the fee charged to MCHCP for negotiating discounted payments from non-network providers?		
How and when is it paid by MCHCP?		
Can MCHCP negotiate a different non-network provider discount savings program fee?		
Are you willing to cap the dollar amount of this fee for any one claimant? If yes, at what level?		
Can MCHCP opt out of the non-network shared savings program? If yes, indicate what impact, if any, there is to the quoted TPA fee.		

18.5 How are savings calculated in these non-network situations?

Response

18.6 Regarding services provided by a non-network provider where you are able to negotiate a discount on charges, what protection do members have against balance billing by the provider up to the original billed amount?

○ Provider agrees to refrain from balance billing
○ Other (please describe)

18.7 Confirm that the full provider discounts are passed to plan sponsors and participating members for all eligible non-network shared savings claims. If a fee is applied, please note the percentage of savings retained by you or the vendor.

○ Confirmed
○ Not confirmed (please explain)

18.8 Confirm that rebates received from pharmacy manufacturers are passed on to plan sponsors.

◯ Confirmed (please describe)

◯ Not confirmed (please explain)

18.9 Provide your overall book of business trend rates (Hospital med/surg) including utilization changes, cost increases, etc.:

	Description	2023 %	2024 YTD %	2025 Projected %
POS		%	%	%
PPO		%	%	%
HDHP		%	%	%
CDHP		%	%	%
Other (please describe)		%	%	%

18.10 Provide the following utilization statistics for your plan-wide commercial enrollment for the most recent calendar year based upon results reported in HEDIS outcomes. If you do not report on these HEDIS outcomes, please upload as a reference document an explanation of how you arrived at your response. Exclude mental health/substance use disorders from your response.

	Note which calendar year results are for (YYYY)	Results	Percentage change from prior year
Outpatient physician encounters/1,000 members (excluding MHSA)			%
Inpatient admits/1,000 members (excluding MHSA)			%

18.11 Complete the following table indicating your commercial business for the most recent full calendar year. "Allowed cost" means the charges eligible for payment under the plan after applying discounts but before the application of plan design provisions such as uncovered expenses, copayments, deductibles, coinsurance and coordination of benefits. "Visit" means each complete encounter or requisition (for lab services) consisting of the collection of procedures (excluding physician professional activity) performed as part of the encounter or requisition.

	Note which calendar year results are for (YYYY)	Visits/1000 members	Average # procedures/visit	Average charge/visit	Average allowed cost/visit
Emergency room					
Surgery					
Radiology					
Laboratory					
All other (including ambulance, PT/OT, DME)					

18.12 Complete the following table indicating your commercial business for the most recent full calendar year. "Allowed cost" means the charges eligible for payment under the plan after applying discounts but before the application of plan design provisions such as uncovered expenses, copayments, deductibles, coinsurance and coordination of benefits. "Procedure" means each incidence of the listed CPT code.

	Note which calendar year results are for (YYYY)	Procedures/1000 members	Average charge/procedure	Average allowed cost/procedure
CPT 29873: Knee arthroscopy/surgery				
CPT 33512: Coronary artery bypass				
CPT 36415: Drawing of blood				

CPT: 44950: Appendectomy				
CPT 45378: Diagnostic colonoscopy				
CPT 49505: Repair inguinal hernia				
CPT 55845: Extensive prostate surgery				
CPT 58150: Total hysterectomy				
CPT 59400: Obstetrical care				
CPT 59510: Cesarean delivery				
CPT 70460-26: CAT, head or brain, w contrast				
CPT 73610-26: X-Ray exam, ankle complete				
CPT 73721-26: MRI, any joint of lower extremity				
CPT 93000: Electrocardiogram, complete				
CPT 93015: Cardiovascular stress test				
CPT 98941: CMT; spinal, three to four regions				
CPT 99213: Office/outpatient visit				

Telehealth

19.1 Confirm you have uploaded a list of telehealth providers you currently work with. Upload the file to the Reference Files from Vendor section, and name the file "Q19.1 Telehealth Organizations".

- ○ Confirmed
- ○ Not confirmed (please explain)

19.2 Complete the following table regarding the telehealth services you have available.

	Offered (Y/N)	Company offering	Modes of communication offered (video, chat, telephone, other)	Ratio of providers available to members in Missouri	Book of business utilization rate
Medial care - Urgent, Conveniece, Primary					
Behavioral health care - Psychiatry, Psychology, Counseling, Substance Abuse					
Diabetes prevention and management					
Medically supervised weight loss					
Physical therapy					
Other					

Denials/Appeals Procedures

20.1 Provide a detailed description of your internal medical appeals process including typical turnaround time for decisions. If necessary to provide a complete explanation, upload a document to the Reference Files from Vendor section, and name the file "Q20.1 Internal Appeal Process".

Response

20.2 Is there any additional cost for the appeals process? If so, indicate any cost in Supplemental Pricing.

- ◯ Yes (please explain)
- ◯ No

20.3 How are denials communicated to the member and MCHCP?

To the employee

To MCHCP

20.4 How will you communicate with MCHCP on problem claim issues, appeals/denials (check all that apply)?

- ☐ By Key contact
- ☐ By Email
- ☐ By Phone
- ☐ By Letter
- ☐ By Meetings as needed
- ☐ Other (please explain)

20.5 Confirm that your organization will handle two levels of appeal in accordance with federal regulation applicable to a self-funded non-federal governmental health plan.

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

20.6 Confirm that your organization will customize its grievance and appeal notification letters to both providers and members pursuant to MCHCP's specifications (i.e. deletion of ERISA language, etc.) at no additional cost.

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

20.7 Describe your appeal process including the following information:

Describe all levels of appeals

Appeal turnaround time

Tracking of appeals

Rates of denial/approval at each level

Common reasons for appeals

Who makes determinations at each level and what are their credentials

Criteria used

What is communicated to the employee

Other (please describe)

20.8 Do you have the capability to handle urgent appeals utilizing a physician reviewer of the same specialty as the requesting physician?

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

Performance Guarantees - on MCHCP's Book of Business

21.1 Claims turnaround time - The following category will be reported and measured quarterly beginning January 1, 2025.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Percent of MCHCP claims processed within 10 business days	95%			For each full percentage point below standard, $5,000 plus $0.25 PEPM	

21.2 Claim processing accuracy - The following categories will be reported and measured quarterly beginning January 1, 2025.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Percent of MCHCP claims free of financial error	99%			For each full percentage point below standard, $5,000 plus $0.25 PEPM	
Percent of MCHCP claims processed correctly	97%			For each full percentage point below standard, $5,000 plus $0.25 PEPM	

21.3 Member Service - Average response time. The following category will be measured and reported quarterly beginning January 1, 2025.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Average number of seconds for MCHCP member calls to be answered by a live customer service representative	30 seconds or less			For each full second above standard, $5,000 plus $0.25 PEPM	
If utilized, average number of days for a secure message from MCHCP member to be responded to	1 business day or less			For each full day above standard, $5,000 plus $0.25 PEPM	

21.4 Member Service - Average abandonment rate. The following category will be measured and reported quarterly beginning January 1, 2025.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Percent of MCHCP calls abandoned	4%			For each full percentage point above standard, $5,000 plus $0.25 PEPM	

21.5 Member service - Response to written inquiries. The following category will be measured and reported quarterly beginning January 1, 2025.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk

Average number of business days within which MCHCP member written inquiries will be responded to	5 business days or less			For each business day above standard, $2,000 plus $0.25 PEPM	

21.6 Member Service - Call quality score. The following category will be measured and reported quarterly beginning January 1, 2025.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Minimum call quality satisfaction	90%			For each full percentage point below standard, $5,000 plus $0.25 PEPM	

21.7 Written communication with MCHCP membership. The following category will be measured and reported quarterly beginning January 1, 2025.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
MCHCP requires approval of all written communications and marketing material used by the contractor to communicate with MCHCP members, excluding provider directories	MCHCP must approve 100% of written communications			For each instance when material was not submitted to MCHCP for approval, $5,000 plus $0.25 PEPM	

21.8 ID Card Distribution - Initial/New Contract Year Distribution. The following category will be measured January 1, 2025 and each subsequent year when ID cards are issued.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
ID cards mailed no later than one week prior to effective date of each year	100% of all ID cards mailed one week prior to effective date			For each day after stated deadline, $2,000 plus $0.25 PEPM	

21.9 ID Card Distribution - Ongoing. The following category will be measured and reported quarterly beginning January 1, 2025.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
ID cards mailed within 10 business days of receipt of eligibility data (for monthly changes) or request for replacement card	100% of all ID cards mailed within 10 days of receipt of eligibility file or request			For each business day beyond the 10th business day, $2,000 plus $0.25 PEPM	

21.10 Implementation - Overall success. This category will be measured January 1, 2025.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Contractor completed				Contractor must agree to place	

all the implementation plan successfully and all aspects are implemented properly by January 1, 2025.	100%			three (3) percent of annual administrative fees at risk across all implementation performance guarantees for the successful implementation of MCHCP's plan on January 1, 2025.	

21.11 Implementation - Claim readiness. The following category will be measured January 1, 2025.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Claim Readiness - Benefit profile and eligibility information loaded and tested on claims processing system a minimum of one month prior to the effective date	No later than one month prior to effective date			Contractor must agree to place three (3) percent of annual administrative fees at risk across all implementation performance guarantees for the successful implementation of MCHCP's plan on January 1, 2025.	

21.12 Implementation - Member Services Center. The following category will be measured January 1, 2025.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Member Service Center ready to respond to member inquiries prior to open enrollment	No later than stated deadline			Contractor must agree to place three (3) percent of annual administrative fees at risk across all implementation performance guarantees for the successful implementation of MCHCP's plan on January 1, 2025.	

21.13 Implementation - Data Transfer Setup. The following category will be measured January 1, 2025.

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum dollar amount at risk
All data transfer setup requirements with MCHCP's data vendor (Merative) completed by January 1, 2025	100%		MCHCP's data vendor will report to MCHCP	Contractor must agree to place three (3) percent of annual administrative fees at risk across all implementation performance guarantees for the successful implementation of MCHCP's plan on January 1, 2025.	

21.14 Eligibility - Timeliness of installations. The following category will be measured and reported quarterly beginning January 1, 2025.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Electronic eligibility files will be installed and eligibility status will be effective within an average of 24 hours of receipt	95% loaded within 24 hours			For each full hour beyond 24 hours, $2,000 plus $0.25 PEPM	

21.15 Eligibility - Accuracy of installations. The following category will be measured and reported quarterly

beginning January 1, 2025.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Electronic eligibility records loaded with 99.5% accuracy. This standard is contingent upon receipt of clean eligibility data delivered in an agreed upon format.	99.5%			For each full percentage point below standard, $5,000 plus $0.25 PEPM	

21.16 Provider directory on website - The following category will be measured and reported quarterly beginning January 1, 2025.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
No provider shall be listed on the contractor's website that is not under contract	All providers listed on website are currently in network and have completed credentialling process			For each instance when listed provider is not in the network, $5,000 plus $0.25 PEPM	

21.17 Network retention rate - The following category will be measured and reported annually beginning January, 2025.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum amount at risk
Network provider retention rate (based on voluntary turnover)	98%			$2,000 plus $0.10 PEPM for each full percentage point below standard	

21.18 Account management - Satisfaction. The following category will be measured and reported annually beginning January 1, 2025.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Contractor guarantees MCHCP's satisfaction with account management services	Satisfactory or better			$5,000 plus $0.25 PEPM	

21.19 Account management - Responsiveness. The following categories will be measured and reported quarterly beginning January 1, 2025.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Timely issues acknowledgement by the account management team (e.g., issues resolvable by account management are acknowledged and responded to within 8 business hours)	Acknowledgement within 8 business hours			For each incident not acknowledged within 8 business hours, $2,000 plus $0.25 PEPM	
Timely issues resolution by					

the account management team (e.g., issues resolvable by account management are resolved within 10 business days	Resolution within 10 business days			For each incident not resolved within 10 business days, $2,000 plus $0.25 PEPM	

21.20 Reporting - The following categories will be reported and measured quarterly beginning January 1, 2025. Penalties will be applied for each month the contractor fails to meet these standards.

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum dollar amount at risk
Claim file must be submitted to MCHCP's data vendor no later than 15th of the month for prior month's services	100%		MCHCP's data vendor will report to MCHCP	For each incident, $5,000 plus $0.25 PEPM	
Claim file must be submitted to MCHCP's data vendor in proper format on first submission of the month	100%		MCHCP's data vendor will report to MCHCP	For each incident, $5,000 plus $0.25 PEPM	
Data submission to MCHCP's data vendor must include 99 percent of all required financial fields	99%		MCHCP's data vendor will report to MCHCP	For each incident, $5,000 plus $0.25 PEPM	
Data submission to MCHCP's data vendor must include all required fields (subscriber SSN, member DOB, and member gender)	100%		MCHCP's data vendor will report to MCHCP	For each incident, $5,000 plus $0.25 PEPM	
Data submission to MCHCP's data vendor must include all required key fields (diagnostic coding, provider type, provider ID, etc.)	100%		MCHCP's data vendor will report to MCHCP	For each incident, $5,000 plus $0.25 PEPM	

21.21 Reporting - Member Service, Case Management, ER, and Pharmacy Lock-In. The following categories will be reported and measured quarterly beginning on January 1, 2025.

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum dollar amount at risk
Member service reporting must be submitted to MCHCP in the agreed upon format and within 30 days of end of quarter.	Due within 30 days of end of quarter		MCHCP will determine acceptability of reports	For each day beyond deadline for submission, $5,000 plus $0.25 PEPM	
Case management reporting must be submitted to MCHCP in the agreed upon format and no later than the 15th of each month.	Due within 15 days of end of month. Penalty will be applied for each month contractor fails to meet standard.		MCHCP will determine acceptability of reports	For each day beyond deadline for submission, $5,000 plus $0.25 PEPM	
Intervention program for frequent users of emergency room services report must be submitted to MCHCP in the agreed upon format and within 30 days of the end of the quarter.	Due within 30 days of end of the quarter.		MCHCP will determine acceptability of reports	For each day beyond deadline for submission, $5,000 plus $0.25 PEPM	

Pharmacy lock-in program case management reporting must be submitted to MCHCP in the agreed upon format and no later than the 15th of each month.	Due within 15 days of the end of the month. Penalty will be applied for each month contractor fails to meet standard.		MCHCP will determine acceptability of reports	For each day beyond deadline for submission, $5,000 plus $0.25 PEPM	

21.22 Reporting - Network. The following categories will be reported and measured annually beginning on January 1, 2025.

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum dollar amount at risk
Provider network adequacy reporting as compared to 20 CSR 400-7.095 must be submitted to MCHCP no later than January 15 of each year	Due by January 15 each year		MCHCP will determine acceptability of report	For each day beyond deadline for submission, $5,000 plus $0.25 PEPM	
If applicable, reporting identifying alternative provider arrangements (ACOs,PCMH, etc.) must be submitted to MCHCP no later than January 15 of each year	Due by January 15 each year		MCHCP will determine acceptability of reporting	For each day beyond deadline for submission, $5,000 plus $0.25 PEPM	
If applicable, reporting identifying contracts with network providers under special financial arrangements (withholds, incentives, etc.) must be submitted in January of each year.	Due in January of each year		MCHCP will determine acceptability of reporting	For each day beyond deadline for submission, $5,000 plus $0.25 PEPM	
Geographic access reporting confirming network sufficiency must be submitted in January and July of each year	Due in January and July of each year		MCHCP will determine acceptability of reporting	For each day beyond deadline for submission, $5,000 plus $0.25 PEPM	

21.23 Reporting - HEDIS measures. The following category will be reported and measured annually beginning January 1, 2026.

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum dollar amount at risk
Reporting on select HEDIS measures must be submitted annually no later than July 15 for the prior year's data	Due by July 15 each year		MCHCP will determine acceptability of report	For each day beyond deadline for submission, $5,000 plus $0.25 PEPM	

21.24 Reporting - Prior authorization procedures. The following category will be reported and measured annually beginning January 1, 2025.

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum dollar amount at risk
Report listing all services requiring prior authorization and justification for including the service submitted annually	Due by January 30 each year		MCHCP will determine acceptability of report	For each day beyond deadline for submission, $5,000 plus $0.25 PEPM	

no later than January 30					

21.25 Monthly eligibility audit file - The following category will be measured and reported quarterly beginning January 1, 2025.

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum dollar amount at risk
Eligibility audit file must be provided on the second Thursday of each month in the agreed upon format	Audit file available by the second Thursday of each month		MCHCP will determine acceptability of file	For each day file was not transmitted on time, $5,000 plus $0.25 PEPM	

21.26 Quality of care initiative - Preventive care. The following category will be reported and measured quarterly beginning January 1, 2025.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Maintain at least one quality of care initiative focused on preventive care. Topics and content to be developed in coordination with MCHCP.	Communicate to members at least quarterly regarding preventive care and plan coverage of preventive care. Timing as determined by MCHCP.			For each quarter communication fails to occur, $5,000 plus $0.25 PEPM	

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

- ○ Confirmed
- ○ Not confirmed (please explain)

21.28 Please provide any creative performance guarantees to help ensure MCHCP receives the highest level of customer and client service. If necessary to provide a complete response, upload a file to the Reference Files from Vendor section, and name the file "Q21.28 Additional Performance Guarantees".

Response

21.29 Please describe any ROI and/or performance guarantees you will offer regarding member incentives related to the use of transparency tools. If necessary to provide a complete response, upload a file to the Reference Files from Vendor section, and name the file "Q21.29 Member Incentive Performance Guarantees".

Response

21.30 Please describe any trend guarantees you will offer to help protect MCHCP from escalating medical costs.

Response

Financial

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

- ○ Confirmed
- ○ Not confirmed (please explain)

22.2 Confirm that you will provide a claim trend guarantee for MCHCP? If yes, upload a sample agreement outlining the guarantee to the Reference Files from Vendor section, and name the file "Q22.2 Trend Guarantee".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

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

Response

22.4 Confirm that if MCHCP's enrollment growth exceeds your expectations, your per-employee fees will decrease.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

22.5 Confirm you have provided a detailed description of all business partners, joint ventures, outsourcing and co-sourcing relationships currently in place to support your firm's payment integrity business and legal functions. Upload the file to the Reference Files from Vendor section, and name the file "Q22.5 Business Partners".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

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

- ◯ Yes (please describe)
- ◯ No

22.7 Describe any financial advantages available for bundling the various products and services requested in this RFP (e.g. DM, member advocacy, MCM, etc.)

Response

22.8 Are you willing to fund $45,000 for a Pre-Implementation Audit to be performed by the auditor of choice for MCHCP?

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

22.9 Are you willing to fund $80,000 for an annual Claims Audit to be performed by the auditor of choice for MCHCP?

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

22.10 Are you willing to fund an annual discretionary fund of $100,000 for MCHCP to use to reimburse MCHCP for unrestricted miscellaneous expenses relating to this contract?

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

22.11 Are you willing to fund an annual discretionary fund of $100,000 for MCHCP to use to reimburse MCHCP for population health initiative expenses relating to this contract?

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

22.12 Confirm you are willing to fund an annual or bi-annual clinical process review (clinical audit) administered by a third party at a mutually agreeable fee by all parties. If yes, confirm the amount you are willing to fund for a clinical process review.

- ◯ Confirmed (provide amount you are willing to fund)

○ Not confirmed (please explain)

Member Incentives

23.1 Do you have the ability to manage incentives to employees for selecting lower cost providers/higher quality providers including, but not limited to, cash rewards or waiver of cost-sharing?

○ Yes (please describe)

○ No (please explain)

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

Response

23.3 What tools are used to provide this information - internally developed tools or external vendor/carrier tools?

☐ Internally developed tools (please describe)

☐ External vendor/carrier tools (please describe)

23.4 For what medical procedures/services do you provide cost data?

Response

23.5 Provide a description of how you evaluate and recommend a reward level (e.g., flat dollar, percentage of savings, waiver of deductible/coinsurance) for each procedure.

Response

23.6 Does your incentive program apply to network providers only or do you include non-network providers?

○ Yes (please describe)

○ No (please explain)

23.7 Describe your approach to measurement. What activities and outcomes are tracked to demonstrate program impact?

Response

23.8 Confirm you have provided a set of sample program reports and specify the frequency with which various reports are provided. Upload the file to the Reference Files from Vendor section, and name the file "Q23.8 Incentive Program Reports".

○ Confirmed

○ Not confirmed (please explain)

23.9 Do you include a satisfaction survey as part of your program? If so, what are your most recent book of business results?

○ Yes (please describe results)

○ No (please explain)

23.10 What results (clinical, etc.) does your program typically achieve and what are the primary factors that are required to deliver a successful program?

Results achieved

Primary factors required for successful program

23.11 How do you measure ROI? Please provide the methodology used and any measurable results from actual client experience that can be tied to your ROI calculation. If necessary to provide a complete response,

upload a file to the Reference Files from Vendor section, and name the file "Q23.11 Incentive Program ROI".

Response

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

Response

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

☐ Individual providers (please describe)

☐ Facilities (please describe)

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

	Metrics or methodologies used	Source
Provider quality		
Facility quality		

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

	Name of source	Examples of type of data provided
Source 1		
Source 2		
Source 3		
Source 4		
Source 5		

23.16 How frequently is your quality data updated?

Response

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

	Name of source	Examples of type of data provided
Source 1		
Source 2		
Source 3		
Source 4		
Source 5		

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

Response

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

Response

23.20 How many clients do you administer member incentive rewards for?

No. of clients

23.21 What sizes are those clients by numbers of employees?

Response

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

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

Member Advocacy

24.1 Provide your definition of member advocacy and how it differs from traditional member services.

Response

24.2 Do you have a Member Advocacy product? If yes, provide an overview and answer the remaining questions in this section. If no, move to Section 25.

- ◯ Yes (provide overview, and answer the remaining questions in this section)
- ◯ No (please explain, and move to Section 25)

24.3 Confirm you have uploaded a brochure or process map that demonstrates the member experience under your advocacy program. Upload the file to the Reference Files from Vendor section, and name the file "Q24.3 Advocacy Process Map".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

24.4 Is there an additional fee for this product? If yes, please provide detailed pricing.

- ◯ Yes (please describe and list the additional cost in Supplemental Pricing)
- ◯ No
- ◯ Not applicable

24.5 How long has your organization been offering a member advocacy product? Provide the actual date the product became available.

Response (MM/YYYY)

24.6 Complete the following table in relation to your various base member advocacy product.

	Response
Name of product	
How many clients to you currently provide this product to?	
Is the advocacy product available as a buy-up for the care management models/programs in which it is not already included?	
What requirements does a client have to meet to have a dedicated advocacy team? (Examples - specific care management model/product, minimum enrollment threshold, etc.)	
Is your advocacy product included as a standard part of your care management model (if applicable)?	

24.7 Does the advocacy team closely collaborate with care management operations (if the two are operated separately) to provide a seamless member care model?

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

24.8 Provide the hours/days of operation of your member advocacy model.

Days of operation

Hours of operation

24.9 Does your member advocacy model include outbound calling/engagement efforts?

Yes (please describe)

No (please explain)

24.10 How do you measure the quality of interactions/feedback of members with your member advocacy model? Please provide your NPS score if tracked.

Response

24.11 Provide the after-hours access/coverage of your member advocacy model.

Response

24.12 Provide the qualifications and experience requirements for member-facing member advocacy representatives.

Response

24.13 Are any of the member advocacy representatives clinicians (i.e., registered nurses, social workers, or psychologists)?

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

24.14 Provide your advocacy staff to member ratio.

Response

24.15 When a member starts with an advocacy representative, do they continue with the same advocate throughout their experience?

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

Musculoskeletal Care Management (MCM) Program

25.1 Provide a description of your Musculoskeletal Care Management (MCM) program.

Response

25.2 Describe your company's overall experience in providing a MCM program and overall service capabilities.

Response

25.3 Describe your MCM problem identification process, intervention process, including methods and success rates.

Response

25.4 Describe your medical management staffing model for MCM including physician oversight.

Response

25.5 Is the MCM program able to accept and integrate data from MCHCP's contracted PBM or other vendors?

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

○ No (please explain)

25.6 What are the criteria for discharging a member from the MCM program?

Response

25.7 Provide a description of the frequency and types of interactions you have with the member's primary care provider/treating provider once they have been enrolled in the MCM program.

Describe types of interactions

Describe frequency of interactions

25.8 Provide a description of the frequency and types of interactions you have with a member once they have been enrolled in the MCM program.

Describe types of interactions

Describe frequency of interactions

25.9 Confirm you have uploaded copies of standard quarterly MCM reporting that would be made available to MCHCP at no additional cost. Standard reports must include program participation data, demographic information, and outreach rates. Upload the file to the Reference Files from Vendor section, and name the file "Q25.9 MCM Quarterly Reporting".

○ Confirmed

○ Not confirmed (please explain)

25.10 Confirm you have uploaded copies of the standard member communications regarding the MCM program that would be provided to MCHCP's members at no additional charge. Upload the file to the Reference Files from Vendor section, and name the file "Q25.10 MCM Member Communications".

○ Confirmed

○ Not confirmed (please explain)

25.11 What is the average caseload (open cases) for MCM nurses?

Response

25.12 How many years and in what geographic regions has your MCM program been in place?

Response

25.13 What is the length of term of your longest tenured client in which you provide the MCM program contemplated in this RFP?

Response

25.14 What is your total number of clients that use your MCM program?

Response

25.15 How many new clients have you added in the last two years to your MCM program?

Response

25.16 What MCM program experience do you have in the State of Missouri?

Response

25.17 For CY2023, what was your MCM program's average approval, redirection, denial and appeal rate?

Approval rate %

Redirection rate %

Denial rate %

Appeal rate %

25.18 Provide your most recent provider and member satisfaction metrics. If necessary to provide a complete response, upload a file to the Reference Files from Vendor section, and name the file "Q25.18 Musculoskeletal Program Satisfaction Metrics".

Response

25.19 Confirm you have provided your individual program operational metrics (e.g., phone statistics, claims processing, credentialing, etc.) for the last three years broken out by line of business and separately for Missouri members. Upload the file to the Reference Files from Vendor Section, and name the file "Q25.19 Musculoskeletal Program Operational Statistics".

- ○ Confirmed
- ○ Not confirmed (please explain)

Disease Management

26.1 Describe your approach to managing chronic disease.

Response

26.2 Can the DM program offered to MCHCP be an optional program at MCHCP's discretion to elect each year?

- ○ Yes, at no additional cost (please describe)
- ○ Yes, at an additional cost (please describe and specify cost on Supplemental Pricing)
- ○ No (please explain)

26.3 What does your Disease Management (DM) program include? Include whether it is an opt in or opt out program, dedicated team to MCHCP and what physician oversight is performed.

Response

26.4 What is the member engagement and how is that defined for each program?

Response

26.5 Describe your DM identification process and intervention process, including methods and success rates.

Response

26.6 Describe your medical management staffing model for DM.

Response

26.7 Is the DM program able to accept and integrate data from MCHCP's contracted PBM or other vendors?

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

26.8 What is the average caseload (open cases) for DM staffing?

Response

26.9 What are the criteria for discharging a member from the DM program?

Response

26.10 Provide a description of the frequency and types of interactions you have with the member's primary care provider once they have been enrolled in the DM program.

Describe types of interactions

Describe frequency of interactions

26.11 Provide a description of the frequency and types of interactions you have with members once they have been enrolled in the DM program.

Describe types of interactions

Describe frequency of interactions

26.12 If a member has more than one DM diagnosis, are they managed and counted in only one program?

- ○ Yes
- ○ No (please explain)

26.13 Confirm you have uploaded copies of standard quarterly disease management reporting that would be made available to MCHCP at no additional cost. Standard reports must include program participation data, demographic information, and outreach rates. Upload the file to the Reference Files from Vendor section, and name the file "Q26.13 DM Quarterly Reporting".

- ○ Confirmed
- ○ Not confirmed (please explain)

26.14 Confirm you have uploaded copies of the standard member communications regarding the disease management program that would be provided to MCHCP members at no additional charge. Upload the file to the Reference Files from Vendor section, and name the file " Q26.14 DM Member Communications".

- ○ Confirmed
- ○ Not confirmed (please explain)

26.15 Complete the following table, indicating which DM programs have received accreditation and from whom (NCQA, JCAHO, URAC).

	Program name	Accrediting organization
Program 1		
Program 2		
Program 3		
Program 4		
Program 5		
Program 6		
Program 7		
Program 8		
Program 9		
Program 10		

Medically-Supervised Weight Loss Programs

27.1 Do you have medically-supervised weight loss programs to assist with lifestyle changes for those utilizing weight loss drugs and/or those with a diabetes diagnosis? If so, please descirbe in detail. If necessary to provide a complete description of the program, upload a file to the Reference Files from Vendor section, and name the file "Q27.1 Weight Loss Program".

- ○ Yes (please describe in detail)
- ○ No (please explain)

27.2 Provide a description of how you evaluate efficacy of such programs.

Response

27.3 Who do you partner with to provide these programs?

Response

27.4 Please describe your rate of engagement and your experience with increasing member participation.

Response

27.5 How long have you been offering these programs?

Response

27.6 How many members are currently engaged and what is the average length of time members remained engaged?

Response

References

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

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

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

	Name or industry	Services received by your organization	Number of covered employees	Number of years working with your organization	Reason for termination of relationship
Terminated Client #1					
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-9 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.

29.1 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		%	

29.2 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		%	

Scope of Work

30.1 Confirm you will meet all Administrative Services requirements stated in Exhibit B, Section B1.

- ○ Confirmed
- ○ Not confirmed (please explain)

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

- ○ Confirmed
- ○ Not confirmed (please explain)

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

- ○ Confirmed
- ○ Not confirmed (please explain)

30.4 Confirm you will meet all Meetings requirements as stated in Exhibit B, Section B4.

- ○ Confirmed
- ○ Not confirmed (please explain)

30.5 Confirm you will meet all Network requirements as stated in Exhibit B, Section B5.

- ○ Confirmed
- ○ Not confirmed (please explain)

30.6 Confirm you will meet all Member Service requirements as stated in Exhibit B, Section B6.

- ○ Confirmed
- ○ Not confirmed (please explain)

30.7 Confirm you will meet all Implementation requirements as stated in Exhibit B, Section B7.

- ○ Confirmed
- ○ Not confirmed (please explain)

30.8 Confirm you will meet all Reporting Requirements stated in Exhibit B, Section B8.

- ○ Confirmed
- ○ Not confirmed (please explain)

30.9 Confirm you will meet all Eligibility File requirements as stated in Exhibit B, Section B9.

- ○ Confirmed

○ Not confirmed (please explain)

30.10 Confirm you will meet all Website requirements as stated in Exhibit B, Section B10.

○ Confirmed
○ Not confirmed (please explain)

30.11 Confirm you will meet all Appeals requirements as stated in Exhibit B, Section B11.

○ Confirmed
○ Not confirmed (please explain)

30.12 Confirm you will meet all Clinical Management requirements as stated in Exhibit B, Section B12.

○ Confirmed
○ Not confirmed (please explain)

30.13 Confirm you will agree to all Claim Payment requirements as stated in Exhibit B, Section B13.

○ Confirmed
○ Not confirmed (please explain)

30.14 Confirm you will meet all Performance Standard requirements as stated in Exhibit B, Section B14.

○ Confirmed
○ Not confirmed (please explain)

30.15 Confirm you will meet all Supplemental Optional Administrative Services requirements as stated in Exhibit B, Section B15.

○ Confirmed
○ Not confirmed (please explain)

30.16 Confirm you will meet all Funding requirements as stated in Exhibit B, Section B16.

○ Confirmed
○ Not confirmed (please explain)

Attachment Checklist

31.1 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.

☐ Q2.7 E&O Insurance
☐ Q2.9 Economic Impact
☐ Q2.10 Audited Financial Statements
☐ Q2.14 State of Missouri License
☐ Q3.5 Organizational Chart
☐ Q3.6 Implementation Plan
☐ Q4.11 Satisfaction Survey Results
☐ Q4.13 Member Communications
☐ Q5.10 Reliability Metrics
☐ Q5.12 Disaster Recovery Plan
☐ Q5.13 Disaster Recovery Plan Testing
☐ Q6.3 Customer Service Reports
☐ Q6.4 Sample Reporting Package
☐ Q7.7 Sample EOB

- [ ] Q9.4 Banking Reports
- [ ] Q10.7 Cost-sharing Disclosure Screenshots
- [ ] Q12.7 UM Quarterly Reporting
- [ ] Q12.8 UM Member Communications
- [ ] Q13.13 CM Quarterly Reporting
- [ ] Q13.14 CM Member Communications
- [ ] Q14.5 Provider Network
- [ ] Q14.6 Hospital Network
- [ ] Q15.1 ACO Strategy
- [ ] Q15.3 PCMH Strategy
- [ ] Q19.1 Telehealth organizations
- [ ] Q20.1 Internal Appeal Process
- [ ] Q21.28 Additional Performance Guarantees
- [ ] Q21.29 Member Incentive Performance Guarantees
- [ ] Q22.2 Trend Guarantee
- [ ] Q22.5 Business Partners
- [ ] Q23.8 Incentive Program Reports
- [ ] Q23.11 Incentive Program ROI
- [ ] Q24.3 Advocacy Process Map
- [ ] Q25.9 MCM Quarterly Reporting
- [ ] Q25.10 MCM Member Communications
- [ ] Q25.18 Musculoskeletal Program Satisfaction Metrics
- [ ] Q25.19 Musculoskeletal Program Operational Statistics
- [ ] Q26.13 DM Quarterly Reporting
- [ ] Q26.14 DM Member Communications
- [ ] Q27.1 Weight Loss Program

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, 2025 through December 31, 2025. 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 1-5 must be submitted with this RFP. The submitted pricing arrangement for the first year (January 1 - December 31, 2025) is a firm, fixed price. The submitted prices for the subsequent (2nd -5th) years of the contract period (January 1 - December 31, 2026, January 1 - December 31, 2027, January 1 - December 31, 2028 and January 1 - December 31, 2029 respectively) are guaranteed not-to-exceed maximum prices and are subject to negotiation. 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 and MCHCP will choose the auditing entity. MCHCP and Contractor shall agree to reasonable times for Contractor to make such records available for audit. Any Contractor audit protocols must be presented as part of this RFP in order to be considered by MCHCP, prior to the awarding of the contract. Protocols that are designed to limit MCHCP's audit rights shall not be allowed.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

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

- ◯ Confirmed
- ◯ Not confirmed (please explain)

1.5 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)

1.6 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. Contractor will sign a Business Associate Agreement with MCHCP. 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)

1.7 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)

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

- ○ Confirmed
- ○ Not confirmed (please explain)

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

- ○ Confirmed
- ○ Not confirmed (please explain)

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

- ○ Confirmed
- ○ Not confirmed (please explain)

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

- ○ Confirmed
- ○ Not confirmed (please explain)

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

- ○ Confirmed
- ○ Not confirmed (please explain)

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

○ Confirmed
○ Not confirmed (please explain)

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

○ Confirmed
○ Not confirmed (please explain)

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

○ Confirmed
○ Not confirmed (please explain)

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

○ Confirmed
○ Not confirmed (please explain)

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

○ Confirmed
○ Not confirmed (please explain)

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

○ Confirmed
○ Not confirmed (please explain)

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

○ Confirmed
○ Not confirmed (please explain)

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

○ Confirmed

○ Not confirmed (please explain)

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

○ Confirmed

○ Not confirmed (please explain)

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

○ Confirmed

○ Not confirmed (please explain)

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

○ Confirmed

○ Not confirmed (please explain)

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

○ Confirmed

○ Not confirmed (please explain)

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

○ Confirmed

○ Not confirmed (please explain)

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

○ Confirmed

○ Not confirmed (please explain)

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

○ Confirmed

○ Not confirmed (please explain)

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

○ Confirmed
○ Not confirmed (please explain)

1.29 Consolidated Appropriations Act, 2021: Contractor shall comply with CAA, including the the No Surprises Act (NSA) and implementing regulations, as amended.

○ Confirmed
○ Not confirmed (please explain)

1.30 Contractor shall be responsible for and agrees to indemnify and hold harmless MCHCP from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against MCHCP as a result of Contractor's, or any associate's or subcontractor's of Contractor, failure to comply with paragraphs 1.24, 1.25, 1.26, 1.27, 1.28 and 1.29 above.

○ Confirmed
○ Not confirmed (please explain)

1.31 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)

1.32 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)

1.33 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)

1.34 Hold Harmless: Contractor shall indemnify, defend and hold harmless MCHCP, and its directors, officers, employees, agents and affiliates, from and against any and all losses, claims, damages, liabilities, costs and expenses (including without limitation, reasonable attorneys' fees and costs) that are recovered in actions brought by a third party asserting liability for Contractor's or its subcontractor's gross negligence or willful misconduct in the performance of the obligations under this Agreement.

○ Confirmed
○ Not confirmed (please explain)

1.35 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)

1.36 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)

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

○ Confirmed

○ Not confirmed (please explain)

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

○ Confirmed

○ Not confirmed (please explain)

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

○ Confirmed

○ Not confirmed (please explain)

1.40 Assignment: Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this Contract without prior written consent of MCHCP. This Contract may terminate in the event of any assignment, conveyance, encumbrance or other transfer by Contractor made without prior written consent of MCHCP. Notwithstanding the foregoing, Contractor may, without the consent of MCHCP, assign its rights to payment to be received under this Contract, provided that Contractor provides written notice of such assignment to MCHCP together with a written acknowledgment from the assignee that any such payments are subject to all of the terms and conditions of this Contract. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other

transfer of stock of a publicly traded company. Any assignment consented to by MCHCP shall be evidenced by a written assignment agreement executed by Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of this Contract and to assume the duties, obligations, and responsibilities being assigned. A change of name by Contractor, following which Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. Contractor shall give MCHCP written notice of any such change of name.

- ○ Confirmed
- ○ Not confirmed (please explain)

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

- ○ Confirmed
- ○ Not confirmed (please explain)

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

- ○ Confirmed
- ○ Not confirmed (please explain)

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

- ○ Confirmed
- ○ Not confirmed (please explain)

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

account of Contractor without its written consent.

○ Confirmed
○ Not confirmed (please explain)

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

○ Confirmed
○ Not confirmed (please explain)

1.46 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)

1.47 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)

1.48 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)

1.49 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)

1.50 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)

1.51 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)

1.52 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)

1.53 Security Bond: The contractor must furnish an original performance security deposit in the form of check, cash, bank draft, or irrevocable letter of credit, issued by a bank or financial institution authorized to do business in Missouri, to MCHCP within ten (10) days after award of the contract and prior to performance of service under the contract. The performance security deposit must be made payable to MCHCP in the amount of $5,000,000. The contract number and contract period must be specified on the performance security deposit. In the event MCHCP exercises an option to renew the contract for an additional period, the contractor shall maintain the validity and enforcement of the security deposit for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of contract renewal, not to exceed $5,000,000.

◯ Confirmed

◯ Not confirmed (please explain)

1.54 Any fees not proposed in the proposal, for items included in the proposal cannot be considered at a later date. This does not limit new or additional programs from being proposed and fees set forth at the time of proposal for the consideration of the board.

◯ Confirmed

◯ Not confirmed (please explain)

1.55 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 promoteÂ 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.

- ○ Confirmed
- ○ Not confirmed (please explain)

Exhibit A-1
Intent to Bid – 2025 MCHCP Third Party Administrator (TPA) 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 Tuesday, February 13, 2024 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 hold a certificate of authority to do business in the State of Missouri and be in good standing with the office of the Missouri Secretary of State and the Missouri Department of Commerce and Insurance. 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.
- Benefits – Bidders shall not mandate specific benefits, and contractor(s) must be flexible and demonstrate the ability to administer benefits. This includes the ability to offer multiple plan designs and benefit options as well as interacting with other MCHCP vendor partners.
- Discount Arrangements - As part of the evaluation process for this bid, bidders shall agree to share all provider discount arrangements by network, as described in Attachment 4 and Exhibit A-4 with MCHCP's consultant, Segal, prior to the award of the contract.
- Data Transfer – Bidder shall agree to provide claim-level data electronically to MCHCP or designated data vendor (currently Merative) on a monthly basis, including twenty-four (24) run-out months (i.e. months following contract expiration). Bidders may be required to demonstrate the ability to provide such data before a contract award is made.
- Size and Experience – The bidder must currently provide service to clients that have at least 250,000 covered lives combined and have at least two (2) clients with 50,000 covered lives. The bidder must be willing to disclose the name of the large clients if requested. Experience with public sector health plans is preferred. The bidder must have been in operation and performing the services requested in this RFP for a minimum of five (5) years.
- Networks – Bidders must offer contracted provider networks capable of delivering benefits as described in the RFP. MCHCP requires a broad network that provides national coverage.
- Contract – Bidders shall not link nor attempt to link (unless permitted by this RFP), the award of this contract to any other bids, products or contracts. Any bid proposal containing any contingency based upon actual or potential awards of contracts, whether or not related specifically to this RFP, or containing pricing contingencies, shall result in such bid proposal being rejected for non-responsiveness and non-compliance with this RFP.

- Rates – Bidders shall not be permitted to alter their rate or fees after submission except with agreement by MCHCP.
- Timely Submission – All deadlines outlined are necessary to meet the timeline for this contract award. Submissions after respective deadlines have passed may be rejected. All bidder documents and complete proposals must be received by the proposal deadline of March 1, 2024, as outlined in the timeline of events for this RFP. Late proposals will not be accepted. MCHCP reserves the right to modify a deadline or extend a deadline for all bidders at its discretion.
- Data exchange – Bidder must be capable of establishing a relationship with MCHCP's pharmacy benefit manager, which allows the contractor to communicate deductible and out-of-pocket information on a daily basis and potentially with other MCHCP contractors to communicate eligibility, participation or claims data.
- Performance Bond - The contractor must furnish an original performance security deposit in the form of check, cash, bank draft, or irrevocable letter of credit, issued by a bank or financial institution authorized to do business in Missouri, to MCHCP within ten (10) days after award of the contract and prior to performance of service under the contract. The performance security deposit must be made payable to MCHCP in the amount of $5,000,000. The contract number and contract period must be specified on the performance security deposit. In the event MCHCP exercises an option to renew the contract for an additional period, the contractor shall maintain the validity and enforcement of the security deposit for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of contract renewal, not to exceed $5,000,000.

This form will serve as confirmation that our organization has received the 2025 MCHCP Third Party Administrator (TPA) RFP.

☐ We intend to submit a complete proposal. Below is the name and email address of the individual that should receive the claim file from Segal to be used to complete the re-pricing project.

Name of Organization

Name of Data Recipient

Email Address of Data Recipient

☐ 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
LIMITED DATA USE AGREEMENT

In order to secure data that resides with Missouri Consolidated Health Care Plan (MCHCP) and in order to ensure the integrity, security, and confidentiality of information maintained by MCHCP, and to permit appropriate disclosure and use of such data as permitted by law, MCHCP and _____ enter into this Agreement to comply with the following specific paragraphs.

1. This Agreement is by and between MCHCP, a covered entity under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and _____, hereinafter referred to as "User".

2. This Agreement addresses the conditions under which MCHCP will disclose and the User will obtain and use MCHCP's file(s) specified in this agreement. This Agreement supersedes any and all agreements between the parties with respect to the use of MCHCP's file(s), and preempts and overrides any instructions, directions, agreements, or other understanding in or pertaining to any prior communication from MCHCP with respect to the data specified herein. Further, the terms of this Agreement can be changed only by a written modification to this Agreement, or by the parties adopting a new agreement. The parties agree further that instructions or interpretations issued to the User concerning this Agreement or the data specified herein, shall not be valid unless issued in writing by MCHCP's Executive Director.

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

4. The parties mutually agree that MCHCP retains all ownership rights to the claims file referred to in this Agreement, and that the User does not obtain any right, title, or interest in any of the data furnished by MCHCP.

5. The parties mutually agree that the following named individual is designated as "Custodian" of the file on behalf of the User, and will be personally responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized use. The User agrees to notify MCHCP within five (5) days of any change of custodianship. The parties mutually agree that MCHCP may disapprove the appointment of a custodian, or may require the appointment of a new custodian at any time.

   Name of Custodian: _____
   Name of Company: _____
   Street Address:_____
   City, State and Zip Code:_____
   Phone Number w/ Area Code:_____
   E-mail Address:_____

6. The User represents and warrants, and in furnishing the claims file(s), MCHCP relies upon such representation and warranty, that these files will be used solely for the purposes outlined below. The User agrees not to use or further disclose the data covered by this Agreement other than as provided for by this Agreement. The parties agree that no provision of this Agreement permits the User to use or disclose protected health information (PHI) in a manner that would violate HIPAA if used or disclosed in like manner by MCHCP. MCHCP's demographic and claims files are used solely for the following:

   - Modeling of potential claim volume related to a self-insured contract with MCHCP for health benefits; and/or
   - Network analysis and evaluation of proposed network's geographic accessibility to MCHCP members for purposes of bidding on a contract with MCHCP for health benefits.

   The User represents and warrants further that the User shall not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the data covered by this Agreement to any person(s) other than as allowed by this Agreement. The User agrees that, within the User organization, access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated in this section and to those individuals on a need-to-know basis only. The User agrees to ensure that any individual(s) or agent(s) the User discloses or allows to access the data covered by this Agreement will be bound to the same restrictions and conditions that apply to the User. Disclosure of this data is made pursuant to 45 CFR §§ 164.514(e)(1).

7. MCHCP will provide the User with the file, which is a subset of MCHCP's master records. MCHCP warrants that the file is accurate to the extent possible. The file shall not contain any prohibited items.

8. The parties mutually agree that the aforesaid file (and/or any derivative file(s) [includes any file that maintains or continues identification of individuals]) may be retained by the User only for the period of time required for any processing related to the purposes outlined in section 6 above. After the process is complete, the User agrees to promptly destroy such data. The User agrees that no data from MCHCP records, or any parts thereof, shall be retained when the aforementioned file(s) are destroyed unless authorization in writing for the retention of such file(s) has been received from MCHCP's Executive Director. The User acknowledges that stringent adherence to the aforementioned information outlined in this paragraph is required. The User further acknowledges that MCHCP's demographic file received for any previous periods, and all copies thereof, must be destroyed upon receipt of an updated version. The User agrees that for any data covered by this Agreement, in any form, that the User maintains after the bidding process is complete, the User agrees to: (i) refrain from any further use or disclosure of the PHI; (ii) continue to safeguard the PHI thereafter in accordance with the terms of this Agreement; and (iii) not attempt to de-identify the PHI.

9. The User agrees to establish appropriate administrative, technical, and physical safeguards to protect the privacy and security of the data, and to prevent any unauthorized use or disclosure. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established by HIPAA. The User acknowledges that the use of unsecured telecommunications, including the Internet, to transmit individually identifiable, including protected health information, or deducible information derived from the file(s) specified above in section 6 is strictly prohibited. Further, the User agrees that the data must not be physically moved or transmitted in any way from the site indicated above in section 5, without written approval from MCHCP.

10. The User agrees that the authorized representatives of MCHCP and the Department of Health and Human Services ("HHS") will be granted access to the premises where the aforesaid file(s) are kept for the purpose of inspecting security arrangements and confirming whether the User is in compliance with the privacy and security requirements specified in this Agreement.

11. The User agrees that no findings, listing, or information derived from the file(s) specified in section 7, with or without identifiers, may be released if such findings, listing, or information contain any combination of data elements that might allow the deduction of a MCHCP member's identification (Examples of such data elements include, but are not limited to, address, zip code, sex, age, etc.) The User agrees further that MCHCP shall be the sole judge as to whether any finding, listing, or information, or any combination of data extracted or derived from MCHCP's files identifies or reasonably could identify an individual or to deduce the identity of an individual.

12. The User agrees that the User shall make no attempt to link records included in the file(s) specified in section 7 to any other identifiable source of information or attempt to identify the information or individual(s) contained in the data. This includes attempts to link to other MCHCP data files. In addition, the User agrees not to contact the individual(s) who are the subject of the data covered by this Agreement.

13. The User understands and agrees that it may not reuse original or derivative data file(s) without prior written approval from MCHCP's Executive Director.

14. The User agrees to immediately report to MCHCP any use or disclosure of PHI not authorized or provided for by this Agreement in accordance with the notice provisions prescribed in this Section 14.

    14.1 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 the User's first discovery, meaning the first day on which such unauthorized use or disclosure is known to the User, or by exercising reasonable diligence, would have been known to the User, of the unauthorized use or disclosure.

    14.2 The notice shall be in writing and shall include a complete description of the unauthorized use or disclosure, and if applicable, a list of affected individuals and a copy of the template breach notification letter to be sent to affected individuals.

15. The User agrees that in the event MCHCP determines or has a reasonable belief that the User has made or may have used or disclosed the aforesaid file(s) that is not authorized by this Agreement, or other written authorization from MCHCP's Executive Director, MCHCP in its sole discretion may require the User to: (a) promptly investigate and report to MCHCP the User's determinations regarding any alleged or actual unauthorized use or disclosure, (b) promptly resolve any problems identified by the investigation; (c) if requested by MCHCP, submit a formal written response to an allegation of unauthorized use or disclosure; (d) if requested by MCHCP, submit a corrective action plan with steps designed to prevent any future unauthorized uses or disclosures; and (e) if requested by MCHCP, destroy or return data files to MCHCP immediately. The User understands that as a result of MCHCP's determination or reasonable belief that unauthorized uses or disclosures have taken place, MCHCP may refuse to release further MCHCP data to the User for a period of time to be determined by MCHCP. Further, the User agrees that MCHCP may report the problem to the Secretary of HHS.

16. The User agrees to assume all costs and responsibilities associated with any breach, as defined in the HIPAA breach notification provisions, of any protected health information obtained from MCHCP's demographic file caused by the User organization. Such costs and responsibilities include: determining if and when a breach has occurred, however, all final decisions involving questions of a breach shall be made by MCHCP; investigating the circumstances surrounding any possible incident of breach; providing on behalf of MCHCP all notifications legally required of a covered entity in accordance with HIPAA breach notification laws and regulations; paying for the reasonable and actual costs associated with such notifications; The User further agrees to indemnify and hold MCHCP harmless from any and all penalties or damages associated with any breach caused by the User organization.

17. The User hereby acknowledges the criminal and civil penalties for violations under HIPAA. If User is a covered entity under HIPAA, its receipt of MCHCP's limited data set and violation of this data use agreement may cause the User to be in noncompliance with the standards, implementation specifications, and requirements of 45 CFR § 164.514 (e).

18. By signing this Agreement, the User agrees to abide by all provisions set out in this Agreement for protection of the data file specified in section 7, and acknowledges having received notice of potential criminal and civil penalties for violation of the terms of the Agreement.

19. On behalf of the User, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein. This Agreement shall be effective upon signature by both parties. The duration of this Agreement is one year from the effective date. The User also acknowledges that this Agreement may be terminated at any time with the consent of both parties involved. Either party may independently terminate the Agreement upon written request to the other party, in which case the termination shall be effective 60 days after the date of the notice, or at a later date specified in the notice.

(Name/Title of Individual)

(State Agency/Organization)

(Street Address)

(City/State/ZIP Code)

(Phone Number Including Area Code)

(E-mail Address)

Signature Date

20. 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.

Judith Muck, Executive Director Date
Missouri Consolidated Health Care Plan

Exhibit A-3
Third Party Administrator (TPA) Fees
Cost Proposal Instructions

Detailed Claims and Eligibility data is provided for your assessment and analysis in preparing your response to this RFP.

The claims files include service codes, diagnostic data, and other clinical detail.
Monthly enrollments and paid claims data is included to provide historic paid claims levels.

Use the tabs in this spreadsheet for reference and specific instructions in providing proposed Adminsitration Fees for the active, pre-Medicare membership and small number (approximately 350) of Medicare membership covered in the self-funded program.

All fees/charges associated with management and administration of MCHCP's health plans for medical services must be identified and described on tab "Medical TPA", and billed on a Per-Employee-Per-Month (PEPM) basis.

All other fees/charges not associated with management and administration of MCHCP's health plans for medical services must be identified and described on the tab "Medical TPA" or "Optional Services" as appropriate.

MCHCP is seeking the most competitive quotes, pricing and provider network arrangements available in the commercial market. Bidders are encouraged to bid as competitively as possible.

Exhibit A-3
Third Party Administrator (TPA) Fees

Vendor Name

Cost Proposal

Medical Administration Services Fees

Please express costs in a PEPM (Per Employee Per Month) format.

INSTRUCTIONS

1. Please respond in the cells, highlighted in yellow. Do not alter the size of the cell.
2. All fees/charges must be quoted on a 'per-employee, per-month' basis (PEPM) except optional services.
3. Fees must be all-inclusive -- any additional fees must be noted in these worksheets.
4. Any costs or fees not disclosed on these worksheets will not be paid by MCHCP.
5. Plan year is the calendar year: January 1st - December 31st

Vendor Name: **Form Completed by:**

SELF FUNDED ADMINISTRATION COSTS					
All-inclusive Administration Fees on a Per-Employee, Per-Month Basis (PEPM)	**2025**	**2026**	**2027**	**2028**	**2029**
Number of MCHCP Contracts/Employees	**38,302**	**38,302**	**38,302**	**38,302**	**38,302**
Plan Administration Fees					
Network Access Fees					
Total Administration Fees					
Total Monthly Admin Fees	$0	$0	$0	$0	$0
Total Annual Admin Fees	$0	$0	$0	$0	$0
Total 5-Year Admin Fees			$0		
Guarantees & Credits	**2025**	**2026**	**2027**	**2028**	**2029**
Guaranteed Fees (Y/N)					
Enrollment Change Tolerance (+/- XX%)					
Implementation Credit ($)					
Pre-implementation Audit Credit ($)					
Annual Audit Credit ($)					
Discretionary ($)					
Population Health Discretionary ($)					
Clincial Process Review ($)					
Annual Accounting of Funds Received vs Claims Paid					
Services/Items Included in Administration Fees ("Included", N/A, or $X.XX)	**2025**	**2026**	**2027**	**2028**	**2029**
Claims Adjudication					
Network Access					
Toll-free Member Services Line					
Minimum Member Services Hours of Operation, M-F, 8:00 am to 8:00 pm, CT					
Interacitve Website with online provider directory					
Electronic Weekly Eligibility Transmittal and Receipt of Updates and Monthly Reconciliation					
Acceptance, Storage, and Tracking of MCHCP Employee IDs for ALL Member-Level Reporting					
Standard Reporting - Monthy, Quarterly, Annual					
Ad-hoc Reporting					
Annual Accounting of Funds Received vs Claims Paid					
Monthly, Quarterly, Annual Account Team Meetings					
Postage Costs					
Terminal Run-out Administration					
Monthly Claim File to Data Warehouse contractor					
ID Card Production and Mailing					
Care Management					
Consumer Tools					
Other services included in the Administration Fee, Please describe (add lines, as needed to accommodate all components):					

Note: The basic administration fee is a per employee per month (PEPM) fee for all services and deliverables required under the terms of this contract and which are not specifically and separately identified elsewhere in the table. Such services include but are not limited to claims administration, network access fees, underwriting, standard report production and delivery, claims data extracts, member communication materials, claims fiduciary liability, administration of post-contract run out claims, routine and non-routine production and delivery of ID cards, large case management, etc.

Charges Passed Through the Claims Wire (est.): List and describe any and all administration charges that will be assessed/billed through the claim wire, and the estimated monthly total for each item. Examples may include, but are not limited to, capitation fees, ACO attribution fees, performance/value based provider payments, various cost containment program fees, silent/wrap network fees, BlueCard fees, etc. Add lines, as needed to accommodate all fees.

Charges passed through claims wire, Please describe:	**2025**	**2026**	**2027**	**2028**	**2029**

Quality Initiatives: PCMH and ACO Fees: If your company offers any quality initiatives and/or value-based programs, list those programs/services below and provide pricing (including any and all charges that may be applicable to the program).

Quality Initiatives and/or Value-based Programs	**Description**	**Basis for Payment (PEPM, One-Time Charge, etc.)**	**2025**	**2026**	**2027**	**2028**	**2029**

Exhibit A-3
Third Party Administrator (TPA) Fees
Optional Services

Vendor Name

INSTRUCTIONS

1. Please respond in the cells, highlighted in yellow. Do not alter the size of the cell.
2. Be sure to include the basis for payment (PEPM, PMPM, One-time charge, etc.).
3. Fees must be all-inclusive -- all fees must be noted in this worksheet.
4. Any costs or fees not disclosed on this worksheet will not be paid by MCHCP.
5. Plan year is the calendar year: January 1st - December 31st

Vendor Name: **Form Completed by:**

ADDITIONAL PROGRAMS: If there are any additional programs available by your company that would have additional fees, provide a cost quotation of recommended ancillary programs (incentive, education, wellness, etc).

Optional Services, Please describe:	Description	Basis for Payment (PEPM, PMPM, One-Time Charge, etc.)	2025	2026	2027	2028	2029
Musculoskeletal Management							
Medically-Supervised Weight Loss Program							
Member Reward Incentive Program							
Program 1							
Program 2							
Program 3							
Program 4							
Program 5							
Program 6							
Program 7							
Program 8							
Program 9							
Program 10							
Program 11							
Program 12							

Exhibit A-4

MCHCP 2025 TPA RFP

Medical Claims Repricing Summary

MCHCP requires a "repriced claim" file as part of your submission. You will submit the re-priced claim file and this Exhibit A-4 directly to Segal. Do not upload this document to Optavise. Please see Attachment 4 for instructions on how to obtain access to the Re-pricing File.

In the grid below, please provide the sum of all re-priced claims by network and non network based on the eligible charges.

Vendor Name and Network:

Repricing of Medical Claims Data		
	PPO or POS Network	
	Eligible Amount *	Repriced Amount **
NETWORK	$0	$0
NON NETWORK	$0	$0
Grand Total From Data File	$0	
Grand Total Repriced		$0

***Eligible Amount reflects Eligible Charges as shown on the Claims Repricing data file.**

****Repriced Amount reflects charges based on application of your February, 2024 provider-specific discounts.**

You must also include a detailed description of each network proposed, and an explanation summarizing how you repriced the claims, noting any and all assumptions made.

Exhibit A-5

MCHCP 2025 TPA RFP

Vendor Name _____

Medical Network Discount Detail & Guarantee

MCHCP seeks the most favorable discounts from providers in the selected managed care provider network. Upon completion of each plan year, MCHCP requires an analysis of actual discounted savings of the selected network, which were realized over the course of the plan year, and use this analysis to compare to the results of the expected discounts. MCHCP is looking for Bidders to put a portion of their administration fees at risk.

Provide detail as to how your discount was derived.

	In-Network Discount Accumulation	Example
2023 Claims Data using 2024 Contracts		50.0%
Indicate the increase in discounts attributed to each of the following:		
Discounts as of Repricing Date (i.e., 2/1/24)		51.0%
Current Letters of Intent ***(Do not include assumed increases in eligibile charges)***		51.4%
Known Contract Improvements ***(Do not include assumed increases in eligibile charges)***		52.5%
Assumed Increases in eligible Charges		53.5%
Anticipated Contract Improvements ***(Based on in-hand Letters of Intent)***		54.0%
Other (please clarify)		54.0%
Expected 2025 Discounts		54.0%

Indicate the level of discounts that will be guaranteed from year to year over the contract term.

Service Category	2025	2026	2027	2028	2029
Guaranteed Overall Discounts					

Indicate the portion of Administration fees (as a percentage) to be paid back to MCHCP if the discount guarantees listed above are not achieved. The schedule can either be of a "pass/fail" nature or be a sliding scale (not to extend beyond 2 percentage points from the guaranteed discount percentage), with higher penalties for greater deviations of actual discounts relative to guaranteed levels.

Service Category	2025	2026	2027	2028	2029
Percent of Administration Fees at Risk for Discount Guarantees*					

** paid during the respective plan year*

Alternatively, indicate the trend level that will be guaranteed from year to year over the contract term.

Service Category	2025	2026	2027	2028	2029
Guaranteed Trend Increase					

Indicate the portion of Administration fees (as a percentage) to be paid back to MCHCP if the trend guarantees listed above are not achieved. The schedule can either be of a "pass/fail" nature or be a sliding scale (not to extend beyond 2 percentage points from the guaranteed trend percentage), with higher penalties for greater deviations of actual trend relative to guaranteed levels.

Service Category	2025	2026	2027	2028	2029
Percent of Administration Fees at Risk for Trend Guarantees*					

** paid during the respective plan year*

How do you propose to ascertain actual savings (i.e., the formula for determining the actual performance against expected or 'quoted' discounts)?

Describe the management information that you will provide MCHCP to support the year-end performance results.

Provide samples of existing agreements, if any, that your network has used with other large plan sponsors to meet network discount targets.

EXHIBIT A-6
BIDDER'S PROPOSED MODIFICATIONS TO THE RFP
2025 THIRD PARTY ADMINISTRATOR (TPA) 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-7

Confirmation Document

2025 MCHCP Third Party Administrator (TPA) RFP

Please complete this form following the steps listed below:

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

☐ Yes

☐ No

2) Bidders are required to submit a firm, fixed price for CY2025 and not-to-exceed prices for CY2026 through CY2029. Prices will be subject to best and final offer which may result from subsequent negotiation. You are advised to review all proposal submission requirements stated in the original RFP and in any amendments, thereto. Confirm that you hereby agree to provide the services and/or items at the prices quoted, pursuant to the requirements of the RFP, including any and all RFP amendments.

☐ Yes

☐ No

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

_____

Name/Title of Individual

_____

Organization

_____

Signature

_____

Date

EXHIBIT A-8

CONTRACTOR CERTIFICATION
OF COMPLIANCE WITH FEDERAL EMPLOYMENT LAWS
2025 MCHCP THIRD PARTY ADMINISTRATOR (TPA) RFP

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

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

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

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

_____
Name/Title of Individual

_____
Organization

_____
Signature

_____
Date

Exhibit A-9

Documentation of Intent to Participate
2025 MCHCP Third Party Administrator (TPA) 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-10

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 between this sample contract and the RFP materials, the RFP materials will take precedence during the bidding process.

CONTRACT # 25-010120-TPA BETWEEN MISSOURI CONSOLIDATED HEALTH CARE PLAN AND TPA

This Contract is entered into by and between Missouri Consolidated Health Care Plan ("MCHCP") and Third Party Administrator, (hereinafter "TPA") for the express purpose of providing administrative services for MCHCP's self-funded employee benefit plans for State and Public Entity members, pursuant to MCHCP's 2025 Third Party Administrator RFP released February 7, 2024 (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, 2025, through December 31, 2025. 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, 2025) is a firm, fixed price. The submitted prices for the subsequent (2^{nd} – 5^{th}) years of the contract period (January 1 - December 31, 2026, January 1 - December 31, 2027, January 1 – December 31, 2028, and January 1 – December 31, 2029, respectively) are subject to negotiation but shall not exceed the guaranteed maximum prices. Pricing for the one-year renewal periods is 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 TPA in response to the RFP, finalist negotiations, and implementation meetings:

   i. Exhibit A – Pricing Pages
   ii. Exhibit B – Business Associate Agreement
   iii. Exhibit C – Performance Guarantees

SAMPLE

d. The original RFP, including any amendments, the mandatory terms of which are deemed accepted and confirmed by TPA as evidenced by TPA 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 TPA'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 TPA 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:

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

SAMPLE

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 TPA shall be addressed as follows: TPA ATTN {{Add who gets notice for TPA}}.

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 TPA's assurances of the following:

- TPA, including its subcontractors, has the skills, qualifications, expertise, financial resources and experience necessary to perform the services described in the RFP, TPA'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.
- TPA 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.
- TPA 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, TPA currently has the capability to perform in accordance with the terms and conditions of this Contract.
- TPA 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 TPA 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 TPA'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: TPA 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, TPA 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. TPA 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 TPA 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 TPA any authority related to this Contract except as authorized in writing by MCHCP. TPA 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.

SAMPLE

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

1.17 Injunction: Should MCHCP be prevented or enjoined from proceeding with this Contract before or after contract execution by reason of any litigation or other reason beyond the control of MCHCP, TPA 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 TPA 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 TPA's Obligations

2.1 Security Deposit: TPA must furnish an original performance security deposit in the form of check, cash, bank draft, or irrevocable letter of credit, issued by a bank or financial institution authorized to do business in Missouri, to MCHCP within ten (10) days after award of the contract and prior to performance of service under the contract. The performance security deposit must be made payable to MCHCP in the amount of $5,000,000.00. The contract number and contract period must be specified on the performance security deposit. In the event MCHCP exercises an option to renew the contract for an additional period, TPA shall maintain the validity and enforcement of the security deposit for the renewal period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of contract renewal, not to exceed $5,000,000.00.

2.2 Electronic Transmission Protocols: TPA 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

SAMPLE

standards and refined as needed to best accommodate provider configurations (i.e. port assignment, access control, etc.).

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. TPA 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. TPA 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. TPA agrees that any and all subcontracts entered into by TPA for the purpose of meeting the requirements of this Contract are the responsibility of TPA. MCHCP will hold TPA responsible for assuring that subcontractors meet all the requirements of this Contract and all amendments thereto. TPA must provide complete information regarding each subcontractor used by TPA to meet the requirements of this Contract.

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

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

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

SAMPLE

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. TPA 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 TPA being in breach of this Contract.

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

2.7 Compliance with Laws: TPA 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: TPA agrees to abide by all applicable federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. TPA shall establish and maintain a written sexual harassment policy and shall inform its employees of the policy. TPA 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)**, TPA 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, TPA 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, TPA 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): TPA shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations, as amended, including compliance with the Privacy,

SAMPLE

Security and Breach Notification regulations and the execution of a Business Associate Agreement with MCHCP.

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

2.7.6 Consolidated Appropriations Act of 2021 and No Surprises Act: TPA shall comply with the Consolidated Appropriations Act of 2021 (CAA) and the No Surprises Act (NSA) and implementing regulations, as amended.

2.7.7 Transparency in Coverage Rules: TPA shall comply with the Transparency rules, as amended.

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

2.9 Prohibition of Gratuities: Neither TPA nor any person, firm or corporation employed by TPA 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: TPA 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: TPA 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. TPA 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. TPA shall bear the risk of any loss or damage to any personal property in which TPA holds title.

2.11 Hold Harmless: TPA shall indemnify, defend and hold harmless MCHCP, and its directors, officers, employees, agents and affiliates, from and against any and all losses, claims, damages, liabilities, costs and expenses (including without limitation, reasonable attorneys' fees and costs) that are recovered in actions brought by a third party asserting liability for TPA's or its subcontractor's gross negligence or willful misconduct in the performance of the obligations under this Agreement.

2.12 Assignment: TPA 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 TPA made without prior written consent of MCHCP. Notwithstanding the foregoing, TPA may, with advance written notice to MCHCP, assign or otherwise transfer its rights and obligations hereunder, in whole or in part, to: (i) any affiliate of TPA; or (ii) any entity surviving a transaction involving the merger, acquisition, consolidation, or reorganization of TPA or in

SAMPLE

which all or substantially all of TPA's assets are sold. 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 TPA 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 TPA 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 TPA, following which TPA's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. TPA shall give MCHCP written notice of any such change of name.

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

SAMPLE

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

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

2.16 Tax Payments: TPA 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 TPA.

2.17 Conflicts of Interest: TPA 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, TPA shall not knowingly employ, during the period of this Contract or any extensions to it, any employee of MCHCP who has participated in the making of this Contract until at least two years after his/her termination of employment with MCHCP

3 MCHCP'S OBLIGATIONS

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

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

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

3.3 Payment: MCHCP shall promptly pay the amounts due the TPA in accordance with the fees specified in Exhibit A, Pricing Pages. The monthly TPA fees for administrative services shall be self-billed on a per subscriber per month basis and payment will be initiated by MCHCP via ACH on the tenth of the month following the month of coverage. MCHCP shall provide all

SAMPLE

associated reports electronically. Anthem shall have the right to audit associated MCHCP records to determine the accuracy of the monthly payment. Any discrepancies must be identified by the TPA within 90 days after receipt of the payment and such discrepancies must be submitted in writing to MCHCP. Failure to identify a discrepancy within the timeframe stated shall be considered as acceptance of MCHCP's calculations and records..

4 RECORDS RETENTION, ACCESS, AUDIT, AND FINANCIAL COMPLIANCE

4.1 Retention of Records: Unless MCHCP specifies in writing a shorter period of time, TPA 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. TPA 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.

4.2 Confidentiality: TPA will have access to private and/or confidential data maintained by MCHCP to the extent necessary to carry out its responsibilities under this Contract. TPA has signed a Business Associate Agreement with MCHCP, which is attached as Exhibit C. In addition, no private or confidential data received, collected, maintained, transmitted, or used in the course of performance of this Contract shall be disseminated by TPA except as authorized by MCHCP, either during the period of this Contract or thereafter. TPA must agree to return any or all data furnished by MCHCP promptly at the request of MCHCP in whatever form it is maintained by TPA. On the termination or expiration of this Contract, TPA 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.

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 TPA involving any and all transactions related to the performance of this Contract. TPA 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 and will choose the auditing company. MCHCP and TPA shall agree to reasonable times for TPA to make such records available for audit. Any TPA audit protocols must be explicitly set forth in this contract.

4.3 Ownership: All data developed or accumulated on behalf of MCHCP by TPA under this Contract shall be owned by MCHCP. TPA may not release any MCHCP 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, TPA must provide, and cause its subcontractors to provide, the officials and entities identified in this Section with prompt, reasonable, and

SAMPLE

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

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

4.6 Response/Compliance with Audit or Inspection Findings: TPA 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 TPA's delivery to MCHCP, for MCHCP's approval, a corrective action plan that addresses deficiencies identified in any audit(s), review(s), or inspection(s) within thirty (30) calendar days of the close of the audit(s), review(s), or inspection(s).

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

5 Scope of Work

5.1 Administrative Services: TPA understands that in carrying out its mandate under the law, MCHCP is bound by various statutory, regulatory and fiduciary duties and responsibilities and TPA expressly agrees that it shall accept and abide by such duties and responsibilities when acting on behalf of MCHCP pursuant to this engagement. TPA shall provide administrative services and administer benefits for the members of MCHCP in accordance with the provisions and requirements of this contract on behalf of MCHCP. TPA must administer

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benefits and services as determined by MCHCP and as promulgated by rule in Title 22 of the Missouri Code of State Regulations. TPA is obligated to follow the performance standards as outline in Exhibit C. The administrative services include:

5.1.1 TPA administrative services that include, but is not limited to, account management, claim services, member services, broad national network access for medical services (inclusive of mental health and substance abuse services), telehealth services (inclusive of primary and urgent care, mental health and substance abuse services, physical therapy, and other services that may be optimized on a telehealth platform), care management (inclusive of utilization management and case management); coordination with MCHCP business associates; reporting; banking; and web and consumer tools. Other optional services, if offered by TPA and accepted by MCHCP, may include, musculoskeletal management, medically supervised weight loss program as an adjunct to weight loss drugs or diabetes management, member incentive reward program to encourage utilization of lower cost providers, or other TPA supplemental optional services.

5.1.2 Subrogation and overpayment recovery services. The TPA shall not levy any applicable overpayment recovery fees for overpayments resulting from TPA errors.

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

5.3 Account Management: TPA shall establish and maintain throughout the term of the contract an account management team that will work directly with MCHCP staff. This team must include, but is not limited to, a designated account executive, a member service manager, medical director, a clinical contact, a person responsible for preparing the reports and a information technology system representative. Approval of the account management team rests with MCHCP. The account executive and service representative(s) will deal directly with MCHCP's benefit administration staff. The account management team must:

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

5.3.2 Be extremely responsive.

5.3.3 Be comprised of individuals with specialized knowledge of TPA's networks, functions, claims and eligibility systems, system reporting capabilities, claims adjudication policies and procedures, administrative services, standard and banking arrangements, and relations with third parties.

5.3.4 Act on behalf of MCHCP in navigating through TPA's organization. The account management team must be able to effectively advance the interest of MCHCP through TPA's corporate structure.

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5.3.5 TPA agrees to provide MCHCP with at least thirty (30) days advance notice of any material change to its account management and servicing methodology and at least ten (10) days advanced notice of a personnel change in the TPA's account management and servicing team.

5.3.6 TPA agrees to allow MCHCP to complete an annual formal performance evaluation of the assigned account management team.

5.4 Meetings: TPA agrees to meet with MCHCP staff and Board of Trustees as requested to discuss the status of the MCHCP account in terms of utilization patterns and costs, as well as propose new ideas that may benefit MCHCP and its members. TPA is expected to present actual MCHCP claims experience and offer suggestions as to ways the benefit could be modified to reduce costs or improve the health of MCHCP members. Suggestions must be modeled against actual MCHCP membership and claims experience to determine the financial impact as well as the number of members impacted. TPA must also present benchmark data by using TPA's entire book of business, a comparable client(s) to MCHCP, or some other comparable industry norm.

5.5 Networks: TPA must have in place a network(s) which will offer access to MCHCP members nationwide. TPA shall maintain network(s) that is sufficient in number and types of providers, including providers that specialize in mental health and substance abuse services, to assure that all services will be accessible without unreasonable delay or unreasonable travel. TPA shall comply with state and federal requirements regarding network adequacy, including but not limited to, The No Surprises Act.

5.5.1 TPA shall annually provide, no later than January 15 of each year, a network adequacy analysis that details the sufficiency of the network as compared to the standards set forth in 20 CSR 400-7.095 Provider Network Adequacy Standards. If TPA utilizes more than one network, such analysis shall be prepared for each network it utilizes in fulfillment of the requirements herein. For any deficiencies identified as part of the analysis, TPA shall provide a plan for how members will access services in deficient access areas and a plan for bringing network adequacy into compliance.

5.5.2 TPA shall have a process for monitoring and ensuring on an ongoing basis the sufficiency of the networks to meet the health care needs of the enrolled members within reasonable geography and reasonable time. In January and July of each year, the TPA shall provide a network adequacy analysis including geographic access report to MCHCP. In addition to looking at the needs from an overall member population standpoint, TPA shall ensure the networks are able to address the needs of those with special needs including but not limited to, visually or hearing impaired, limited English proficiency, and low health literacy. TPA shall notify MCHCP within five business days if the networks' geographic access changes from what was proposed by TPA.

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5.5.3 TPA shall require that network providers be responsible for obtaining all necessary pre-certifications and prior authorizations and holding the member harmless for failure to obtain necessary authorizations.

5.5.4 TPA shall notify MCHCP of alternative provider arrangements that it has in place, (including but not limited to, accountable care organization, primary care case management, patient-centered medical home, or other value-based payment arrangement not specifically mentioned) that provide providers a risk-based payment arrangement whether upside, downside or both in recognition of achievement of specified benchmarks or goals. For each alternative provider arrangement, TPA shall annually report on the locations of each arrangement, the number of MCHCP members potentially impacted, the financial arrangement in such detail as to provide MCHCP with an understanding of its potential financial obligation as a self-insured plan and how each is monitored for effectiveness from both quality and financial aspects. TPA shall notify MCHCP of all alternative provider arrangements that it has in place by January 15 of each year.

5.5.5 TPA shall obtain discounts and other reductions, including through secondary networks as much as is possible for non-network claims.

5.5.6 Provider network management strategies shall include areas of focus on ensuring provider directory data is up-to-date and accurate. TPA shall remove terminated providers from the directory at the time of termination of contract or when a provider is no longer providing direct patient care. TPA shall provide a quarterly review of the accuracy of the provider directory. If MCHCP discovers that provider information contained at TPA's website is inaccurate, MCHCP will contact TPA immediately. TPA must correct inaccuracies within ten (10) days of being notified by MCHCP.

5.5.7 In alignment with the No Suprises Act, TPA shall require providers and health care facilities to promptly refund enrollees amounts paid in excess of network cost-sharing amounts with interest, if the enrollee inadvertently received non-network care due to inaccurate provider directory information or the provider billed the enrollee for an amount in excess of network cost-sharing amounts and the enrollee paid the bill.

5.6 Direct Provider Arrangements: TPA shall have the ability to provide administrative services to support network or provider arrangements that MCHCP have directly contracted for outside the arrangement offered by TPA. Such administrative support may include, but not be limited to, claims processing in accordance with the underlying plan design, utilization management, and appeals processing.

5.7 Written Notification of Provider Leaving Network: TPA shall provide written notice to affected members when providers leave the network

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5.7.1 For facility terminations or non-renewals, TPA must notify all subscribers residing within a 40-mile radius of the facility at least 31 days prior to the termination or non-renewal or as soon as possible after non-renewal.

5.7.2 For non-facility provider terminations or non-renewals, TPA must notify all members who received care from the provider within the last 90 days and from primary care providers within the last 365 days.

5.7.3 TPA shall provide continuation of care in accordance with The No Surprises Act, RSMo Chapter 354.612 and MCHCP regulations. MCHCP reserves the right to expand continuation of care beyond regulatory requirements.

5.8 Member Service: TPA must provide a high quality and experienced member service department. TPA's member service representatives (MSRs) must be fully trained in the MCHCP benefits, plan designs and other options..

5.8.1 TPA shall maintain a toll-free telephone line to provide prompt access for members and providers to qualified MSRs. At a minimum, member service must be available between the hours of 8:00 a.m. and 8:00 p.m. central time (CT), Monday through Friday except for designated holidays.

5.8.2 Member calls to TPA must be recorded and retained for a minimum of five (5) years. If prior to the recording being purged, TPA is notified of litigation by MCHCP, call recordings must be provided to MCHCP upon request.

5.8.3 The member services department shall include access to member advocates who are trained to meet member health care and benefit needs. The member advocate must be trained to be proactive and work with members to improve their health, their understanding and usage of benefits and how to find and get care. Examples of advocacy, include but is not limited to helping members find health care providers and schedule appointments, resolve claims and benefit issues, navigating choices for care, access personalized care and services to meet specific needs, and to connect to care teams for chronic and complex conditions.

5.8.4 TPA shall refer any and all questions received from members regarding eligibility or premiums to MCHCP.

5.9 Identification Cards: TPA is responsible for developing, printing and mailing identification cards directly to the member's home. TPA is responsible for all associated production and mailing costs.

5.10 Preventive Care Initiative: TPA shall provide a quality of care Initiative focused on preventive care each year. The initiative must include a minimum quarterly communication created and mailed to members. Selection of topics, content, timing, distribution method and draft language will be developed in coordination with MCHCP.

5.11 Communications: MCHCP reserves the right to review and approve all written communications and marketing materials developed and used by TPA to communicate specifically with MCHCP members at any time during the contract period. This does not refer to such items as provider directories and plan-wide newsletters as long as they do not contain

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MCHCP specific information such as eligibility, enrollment, benefits, or rates which MCHCP must review. Notwithstanding the foregoing, nothing herein prohibits TPA from communicating directly with members in the regular course of providing services under the contract (e.g., responding to member inquiries, etc.).

5.12 Tools: TPA shall have a variety of tools and information sources for MCHCP members. This may include, but is not limited to, the following:

5.12.1 New member information;

5.12.2 Health price t transparency tools that shall utilize network provider rate information and are at a provider level detail as well as in summary;

5.12.3 Member ability to view claim status;

5.12.4 Member information to track deductible, coinsurance and out-of-pocket maximum status;

5.12.5 Explanation of benefits; and

5.12.6 Ability to query and download up to twenty-four (24) months of claims data

5.13 Website: TPA must have an active, current website that is updated regularly. MCHCP members must be able to access this site to obtain current listings of active network providers, print ID card, review benefits and plan design, review explanation of benefits, check status of deductibles, maximums or limits, research specific medical conditions, access to price transparency tools in compliance with regulatory requirements, obtain a history of medical claims, map provider locations and other information.

5.13.1 TPA shall implement a Single Sign-On (SSO) solution, enabling seamless access to all websites and online applications via MCHCP's secure member portal and, if applicable, MCHCP's member app. The SSO solution must be compatible with prevalent protocols, including but not limited to, SAML2, OpenID and OAuth2, and must comply with recognized security standards. The SSO solution is anticipated to be fully functional and operational by Jan. 1, 2025. Testing shall be conducted and completed by Dec. 1, 2024.

5.14 Implementation: A final implementation schedule must be agreed to by MCHCP and TPA within 30 days of contract award. In addition, a final implementation schedule must be agreed to by MCHCP and TPA within 30 days of the Board of Trustee approval of each upcoming plan year benefits and plan designs. TPA shall implement any eligibility, plan design and benefit changes as directed by MCHCP. Failure on MCHCP's part to complete, by the agreed upon dates, the MCHCP key dependent tasks associated with the implementation may necessitate changes to the implementation schedule. At a minimum, the schedule must include the following activities as necessary:

5.14.1 Testing of eligibility and other files to and from MCHCP, and/or its business associates;

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5.14.2 Acceptable date for final eligibility and other files to and from MCHCP and any business associates;

5.14.3 ID card production and distribution;

5.14.4 Finalization of benefits, plan designs, and other key elements;

5.14.5 Testing of appropriate files to and from MCHCP business associate(s), if necessary; and

5.14.6 Testing of claim file to data warehouse vendor.

5.15 Readiness Review: At least forty-five (45) days prior to the January 1, 2025 effective date, MCHCP will have a readiness review/pre-implementation audit of TPA, including an on-site review of the TPA's facilities if MCHCP deems it necessary. TPA shall participate in all readiness review/pre-implementation audit activities conducted by MCHCP staff or its designee to ensure TPA's operational readiness. MCHCP or its designee will provide TPA with a summary of findings as well as areas requiring corrective action. TPA is responsible for all costs associated with this review/audit/corrective action, including travel expenses of the MCHCP review team or its designee.

5.16 Eligibility Files: TPA shall be able to accept 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 TPA must process such information within 24 hours of receipt. TPA must provide a dedicated technical contact that will provide support to MCHCP Information Technology Department for EDI issues. It is MCHCP's intent to send a transactional based (change only) eligibility file weekly and a periodic full eligibility reconciliation file.

5.16.1 TPA will further develop an out of sequence (ad hoc) methodology for updating records outside of the normal schedule.

5.16.2 MCHCP will provide a recommended data mapping for the 834 transaction set.

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

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

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

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

5.16.7 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 TPA transfers at ftp.mchcp.org.

5.16.8 TPA must work with MCHCP to develop a schedule for testing of the eligibility test record set on electronic media. MCHCP requires that TPA accept and run an initial test record set no later than October 15, 2024. Results of the test must be provided to MCHCP by October 30, 2024. Final acceptance of all eligibility file formats and responses are expected no later than November 30, 2024.

5.16.9 TPA and all its subcontractors shall use strong encryption methods that adhere to recognized security standards, such as AES-256, RSA, or ECC, for all data in transit and at rest, including File Transfer Protocol or other use of the Internet.

5.17 Appeals: TPA shall have a timely and organized system for resolving members' appeals in compliance with state and federal regulations, as amended. The system shall include, but not be limited to, two (2) levels of internal appeals, adverse benefit notices that shall be compliant with federal regulations and issued within regulatory timeframes. TPA shall agree that MCHCP shall have the ability to review and approve all adverse benefit notice templates prior to their use. TPA shall fully cooperate with the external appeal contractor (currently MAXIMUS Federal Services). Should an appeal result from an error or omission by TPA, such as quoting a wrong benefit or failing to tell a member or provider that prior authorization is required, and benefits are paid or denied inappropriately, then TPA shall be responsible for sixty percent (60%) of the paid amount of the claims directly involved in or affected by such appeal. TPA shall have a designated contact person or persons to be available including after normal business hours to gather information necessary for external appeals including expedited appeals where information must be made available within the time specified by the external appeal contractor.

5.18 Clinical Management: TPA shall integrate and coordinate utilization management, case management, discharge planning, quality management and medical policy and technology assessment in order to utilize health care resources and achieve optimum patient outcome in the most cost-effective manner.

5.18.1 TPA shall prospectively and concurrently review the medical necessity, appropriate level of care and length of stay for scheduled hospital admissions, emergency hospital admissions, medical, surgical, mental health and other health care services.

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5.18.2 TPA shall use documented clinical review criteria that are based on sound clinical evidence and are evaluated periodically to assure ongoing efficacy. TPA may develop its own clinical review criteria, or may purchase or license clinical review criteria from qualified vendors. TPA shall make available its clinical review criteria upon request. TPA is encouraged to publish its clinical review criteria on its website for full transparency.

5.18.3 TPA shall provide physician-to-physician communication. A licensed, clinical peer of the same medical specialty shall evaluate the clinical appropriateness of adverse determinations.

5.18.4 TPA shall obtain all information required to make a utilization review decision, including pertinent clinical information. TPA shall have a process to ensure that utilization reviewers apply clinical review criteria consistently.

5.18.5 Utilization management services will be conducted by licensed registered nurses and TPA shall have available for review on a daily basis board-certified specialists representing all appropriate specialties. The utilization management staff must consult with appropriate specialists and sub-specialists in conducting utilization review of hospital, physician, mental health services, and other outpatient services. All adverse determinations shall be evaluated by a board-certified clinical peer prior to issuance of the denial.

5.18.6 TPA's prior authorization process shall have a goal to reduce the administrative burden on health care professionals and their staff and include a gold care program for providers to qualify to further recognize providers who routinely request approval of services with a high approval rate. The gold card program shall include a prospective review process for providers to annually qualify for continued status. TPA shall educate providers on the prior authorization requirements including, but not limited to, the services needing a prior authorization, documentation requirements, attestation requirements, and peer-to-peer review procedures.

5.18.7 TPA's prior authorization process shall include means to involve patients in the process so that their voices are also captured as part of the approval process and decisions and appeal rights are communicated timely and without delay.

5.18.8 TPA shall annually provide a report of all services requiring prior authorization and the justification for including the services on the list with an estimated financial impact for inclusion and any adverse impacts for including the service on the prior authorization list. TPA shall allow MCHCP to remove specific services from prior authorization requirements or to modify the terms under which a service is placed on a prior authorization list.

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5.18.9 TPA shall provide a toll-free telephone number and adequate lines for plan members and providers to access the utilization management program.

5.18.10 TPA shall identify case management opportunities and provide case management services for members with specific health care needs which will assist patients and providers in the coordination of services across the continuum of health care services, optimizing health care outcomes and quality, while minimizing cost.

5.18.11 TPA hall have a mechanism to proactively identify and target for intensified case management those cases having the potential to incur large expenditures. The large case management program shall identify potential large cases before expenses mount; mobilize local health care resources to meet the patient's long-term care needs; and coordinate the individual health needs of patients through multiple levels of care and transition the patient through appropriate levels of care as recovery milestones are met.

5.18.12 TPA shall provide case managers who will be experienced, professional registered nurses, licensed clinical social workers, and counselors who work with patients and providers to coordinate all services deemed necessary to provide the patient with a plan of medically necessary and appropriate health care.

5.18.13 TPA shall provide an intervention program for frequent users of emergency room services. The program must include, at a minimum, the following elements:

5.18.13.1 Monthly identification of members with five (5) or more emergency room visits in a 12-month rolling period including the date, location and diagnoses of the emergency room visits and whether any of the visits resulted in an inpatient admission;

5.18.13.2 Coordinate with MCHCP's pharmacy benefit manager (PBM) to obtain relevant pharmacy claims;

5.18.13.3 Perform a review of member claims to determine the appropriateness of the emergency room visits and whether the member would benefit from case management services;

5.18.13.4 A physician reviewer shall review any case initially determined not to benefit from case management services for a final determination;

5.18.13.5 Once identified for case management, member outreach efforts must include, at a minimum, one (1) introductory letter, two (2) outbound phone calls and one (1) unable to contact letter;

5.18.13.6 Once the member accepts case management, the case manager shall perform an initial assessment and review the member's history and

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concerns and provide a plan of care and provide ongoing case management services as necessary;

5.18.13.7 TPA shall provide quarterly reports to MCHCP which include the number of members meeting criteria, number of members engaged in the program and the outcome of the frequent emergency room user member's engagement.

5.18.13.8 TPA shall coordinate with the MCHCP's PBM and provide necessary case management services as part of MCHCP's Pharmacy Lock-In Program.

5.19 Claim Payments Processing: TPA shall process all claims with incurred dates of service beginning with the contract effective date through December 31, 2025, and each subsequent year of this agreement in accordance with MCHCP regulations. TPA shall provide a dedicated, experienced claims processing team that will be permanently assigned to the MCHCP account.

5.19.1 TPA shall process claims utilizing the contracted discount arrangements negotiated with participating providers.

5.19.2 TPA shall process claims from non-network providers utilizing secondary network discounts where available. Where secondary network discounts are not available, TPA shall negotiate with the provider when the claim amount is over an established dollar threshold and, if no agreement reached, follow the established method as set forth in MCHCP regulations.

5.19.3 Any associated TPA fees for non-network fees shall be in accordance with the RFP and any calculations to arrive at the associated fees shall be disclosed to MCHCP in detail.

5.19.4 TPA shall, at a minimum, auto-adjudicate seventy-five percent (75%) of claims.

5.19.5 TPA shall pay 90% of all clean claims within times frames specified in Chapter 376.383 of the Revised Statutes of Missouri (see Exhibit C, Performance Guarantees for definition and penalty).

5.19.6 "Clean claim" shall have the same meaning as specified in Chapter 376.383 of the Revised Statutes of Missouri.

5.19.7 TPA shall maintain 97% payment accuracy in regard to their claims processing (see Exhibit C for definition and penalty).

5.19.8 TPA shall maintain 99% financial accuracy in regard to their claims processing (see Exhibit C, for definition and penalty).

5.19.9 If any payment result from an error or omission by TPA, such as benefit not programmed correctly, quoting a wrong benefit or failing to tell a member or provider that prior authorization is required, and benefits are paid inappropriately, then TPA shall be responsible for sixty percent (60%)

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of the paid amount of the claims directly involved in or affected by such error.

5.19.10 TPA shall have an automated process for tracking and resolving incomplete or pended claims. TPA shall proactively attempt to resolve issues with claims requiring additional information for proper adjudication, including member eligibility, referral, authorization, coordination of benefits, or workers' compensation information.

5.19.11 TPA shall have the capability to process both electronic and paper claims and provide a controlled process to provide electronic and manual payments and explanation of benefits (EOBs). Clear processes must be in place to handle payment reconciliation and correction accounting.

5.19.12 Overpayments made by TPA to providers shall be electronically adjudicated against future payments to same provider to ensure timely repayment to MCHCP. TPA shall notify the provider of the overpayment amount and that the overpayment will be offset against future payments until paid in full or the provider must remit the overpayment amount to TPA for the full amount should the provider not have sufficient future payments to refund the overpayment within ninety (90) days. If the provider fails to refund the entire amount after ninety (90) days, TPA shall continue to bill the provider for the amount owed and offset against future payments until the amount is paid in full. Overpayment recovery service collections that were not collected by an offset of a provider payment shall be remitted to MCHCP within thirty (30) days of receipt. TPA shall provide MCHCP supporting documentation of the overpayment amounts and associated collections whether by offset or by provider remittance. TPA shall not levy any applicable overpayment recovery fees for overpayments resulting from TPA payment errors.

5.19.13 TPA's claim system must have processes and edits in place to identify improper provider billing. This includes, but is not limited to, upcoding, unbundling of services, "diagnosis creep", and duplicate bill submissions.

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

5.19.15 All penalties assessed by law for failure to timely pay claims will be borne by TPA.

5.19.16 TPA shall coordinate benefits in accordance with MCHCP regulations.

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5.19.17 After the contract terminates, TPA is required to continue processing run-out claims for two years at no additional cost to MCHCP. Following the run-out period, TPA must turn over to MCHCP any pending items such as outstanding claim issues, uncashed checks and other pending items.

5.20 Payment of Claims: TPA shall notify MCHCP of the amount due to TPA as a result of claims processing and by TPA's account to the weekly billing cycle. TPA shall provide an electronic invoice denoting the invoice date and due date for payment. The due date for payment shall correspond to the date the payment will be withdrawn from MCHCP's bank account. The invoice shall include the following elements:

5.20.1 Medical Claims. Medical claims shall be separately totaled by Active claims and Retiree claims and denote the time frame of the invoice period.

5.20.2 Fee. Each fee included in the invoice must be separately totaled by Active claims and Retiree claims and further separated by the type of fees within each grouping.

5.20.3 Grand Total. The invoice shall provide the total of claims and d total of fees with a grand total of amount due for the submitted invoice.

5.21 Payment Initiation: TPA shall initiate an ACH demand debit transaction that will withdraw the amount due based on the submitted invoice from a designated MCHCP bank account no later than the next business day following the invoice due date. If the invoice due date falls on either a banking holiday, a Saturday or a Sunday, the withdrawal shall be made on the following banking day. TPA shall pay providers no later than one banking day from receipt of MCHCP funds to prevent nesting of funds.

5.22 Payment Innovation Programs. TPA's contracts with some network providers may include withholds, incentives, and/or additional payments that may be earned, conditioned on meeting standards relating to utilization, quality of care, efficiency measures, compliance with the TPA's other policies or initiatives, or other clinical integration or practice transformation standards. In January of each year, TPA shall provide a report to MCHCP that details the providers under such arrangements, the type of arrangement and the estimated amount that may be due per provider under each arrangement, and when each payment shall be made, if earned. MCHCP will be given an exhibit that will provide the current method of attribution. MCHCP and TPA shall agree to the reimbursement methodology to fund these payments due the network providers based upon these contractual arrangements. MCHCP shall have the right to audit such determinations and payments as outlined in Section 4 of the contract.

5.23 Direct Agreements: Should MCHCP have a direct agreement with an accountable care organization or other direct provider or network arrangement, TPA shall process claims and provide other necessary supportive services included in this contract and in accordance with such agreement.

5.24 Rebates: TPA shall pass through 100 percent of rebates earned as a result of members' claims. Rebate(s) mean all drug company revenues associated with other pharmaceutical manufacturer or third-party payments, including, but not limited to, base, formulary, incentive and market share rebates, payments related to administrative fees, data fees, aggregate

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utilization rebates (e.g., “book of business”), purchase discounts, payments due to inflation caps or other performance arrangements, educational payments, information sales, specialty rebates and all other revenues from pharmaceutical manufacturers or other third parties.

5.25 Subrogation Services: TPA shall identify and pursue subrogation claims on behalf of MCHCP. Subrogation results whenever there is a Third Party who is liable or responsible (legally or voluntarily) to make payments in relation to an accident, illness, or injury. Subrogation seeks to recover any amount paid or payable by a Third Party through a settlement, judgment, mediation, arbitration, or other means in connection with an illness, injury, or other medical condition. TPA shall have authority to settle claims in the amount of $25,000 or less for less than one hundred percent. Claims above $25,000 must have MCHCP approval prior to settlement. Subrogation recoveries shall be remitted to MCHCP not more than (60) days of collection.

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

5.27 Optional Administrative Services: For those optional administrative services TPA proposed to MCHCP as part of the RFP process and including in supplemental pricing, MCHCP will evaluate each proposed service individually and make an annual determination to elect such service according to the specifications provided as part of the RFP. Once elected, TPA and MCHCP shall negotiate any necessary final programmatic details to successfully implement the chosen optional administrative service and amend the contract to include such services.

5.28 Minority/Woman Owned Business: <<Any requirements offered in the RFP on this will be added upon acceptance of bid>>

6 REPORTING

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

6.2 Claims Data Reporting: TPA shall provide claims, person-level utilization data to MCHCP and/or MCHCP’s data vendor in a format specified by MCHCP with the understanding that the data

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shall be owned by MCHCP. TPA shall provide data in an electronic form and within a time frame specified by MCHCP. TPA shall place no restraints on use of the data provided MCHCP has in place procedures to protect the confidentiality of the data consistent with HIPAA requirements. This obligation continues for a period of two (2) years following contract termination at no additional cost to MCHCP.

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

6.4 High Utilization: TPA shall provide a monthly report of cases that have the potential to incur large expenditures (over $50,000). The report shall include the patient's name, diagnosis, prognosis, a brief clinical summary and the amount paid to date. The report is due monthly and is to be provided no later than the 15th of each month.

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

6.6 At the request of MCHCP and at TPA's expense, TPA agrees to participate in an annual customer satisfaction survey, such as the current version of the National Committee for Quality Assurance (NCQA) Consumer Assessment of Health Plan Survey (CAHPS) or a similar survey tool identified by MCHCP, using the established guidelines. A third party must conduct any such survey.

6.7 Annual Reporting: TPA shall provide an annual report, at their expense, which details how MCHCP performs on HEDIS® measures as developed and maintained by the NCQA for each year. At a minimum, the items to be reported must include measures in the following domains of care: Effectiveness of Care, Access/Availability of Care, Utilization, Risk Adjusted Utilization, and Measures Collected Using Electronic Clinical Data Systems. The annual report shall define the measures and compare the MCHCP rate against the HEDIS® book of business rate and the national benchmark rate. The report shall be provided no later than July 15 of each year for the prior year's data.

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

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

6.10 Consultation on Legislation: TPA shall consult on federal and state legislation, judicial rulings and other changes in rules or statutes that may affect MCHCP as needed and provide potential impact including fiscal impact to MCHCP upon request. TPA must respond within the timeframe specified as requested.

SAMPLE

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 TPA to transfer title and deliver to MCHCP in the manner and to the extent directed, any completed materials. MCHCP shall be obligated only for those services and materials rendered and accepted prior to termination. TPA 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.

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) TPA fails to make delivery of goods or services as specified in this Contract; 2) TPA fails to satisfactorily perform the work specified in this Contract; 3) TPA fails to make progress so as to endanger performance of this Contract in accordance with its terms; 4) TPA breaches any provision of this Contract; 5) TPA assigns this Contract without MCHCP's approval; or 6) Insolvency or bankruptcy of TPA. 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, TPA 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. TPA 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 TPA to deliver to MCHCP in the manner and to the extent directed, any completed materials. In the event of termination, TPA 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.

SAMPLE

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	**TPA**
By: _____	By: _____
Title: Executive Director	Title: _____
Date: _____	Date: _____

SAMPLE

Exhibit A-11
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") between the Missouri Consolidated Health Care Plan (hereinafter "Covered Entity" or "MCHCP") and TPA. (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 MCHCP's 2024 Health Plan ("RFP") and under Contract *#25-010125-TPA*, 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 third party administrative services for MCHCP's self-funded employee benefit plans for State and Public Entity members.

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 TPA 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 TPA.

"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	**Printing Company**
By: _____	By: _____
Title: Executive Director	Title: _____
Date: _____	Date: _____

Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2025 Third Party Administrator (TPA) RFP
February 20, 2024

These responses are provided by MCHCP to questions received from potential bidders for the 2025 Third Party Administrator RFP.

	Question	Response
1	Please provide the employee and member counts for the populations covered in this solicitation.	Subscribers - approximately 38,250 Members - approximately 72,600
3	Do you currently cover GLP-1 drugs (Ozempic, Wegovy, Zepbound) for weight loss?	MCHCP currently covers GLP 1 drugs for diabetes and weight loss as appropriate.
4	What is the strategy around GLP-1 drugs (Ozempic, Wegovy, Zepbound) for weight loss?	The Board has approved coverage and is monitoring utilization and cost impacts. Coverage is approved through the Pharmacy program administered by the PBM and not through the benefits administered by the TPA.
5	Are there any prior authorization requirements around GLP-1 drugs? If so, please describe for both Type 2 diabetes and for weight loss.	Refer to 22 CSR 10-2.045, Plan Utilization Review Policy for pharmacy services for which preauthorization is required which would include GLP-1 drugs. MCHCP has designated Express Scripts to make the preauthorization determinations and utilize their protocols for both Type 2 diabetes and Weight loss.
6	Are there any combination therapy requirements around GLP-1 drugs. If so, please describe for both Type 2 diabetes and for weight loss.	Those requirements are determined by Express Scripts as referenced in question 5.
7	Please provide GLP-1 spend over the past three years for Type 2 diabetes and for weight loss.	Pharmacy spend is not included in this procurement.
8	Are there any specific outside vendors that you would like us to coordinate with?	Please refer to the RFP requirements for the services that will be required. We will look to the bidder to identify outside vendors that may be needed to fulfill those requirements and has not specified any particular outside vendors to coordinate with a few exceptions. A few examples of outside vendors are UnitedHealthcare, Express Scripts, and Merative.
9	Is there a file size limit for documents loaded to the Optavise site?	Please contact Optavise support at systemsupport@optavise.com or 800-979-9351 for technical questions related to the use of the Optavise system.
10	Will MCHCP allow for additional questions/clarifications if the answers to those questions submitted on Feb. 13 require additional information?	Questions received after Feb. 13 will be answered and posted as time permits, but there is no guarantee of a response to these questions.
11	Why is the group out to bid?	The current contract with Anthem expires December 31, 2024, necessitating the need for this bid.
12	Are there any service issues with the incumbent? Is the incumbent meeting expectations?	The incumbent is meeting expectations.
13	Is Hinge Health offered through Anthem, or is it contracted with the group separately?	Hinge Health is offered through Anthem.
14	Please provide more detail on "medically supervised weight loss program". Does a program overseen by a nurse practitioner meet that qualifier?	Generally, medically supervised weight loss programs include a team approach that can be led by registered dietitians, advanced practice providers with physician oversight. MCHCP is looking for programs that are classified as preventive care under the Affordable Care Act.

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	Question	Response
15	Are there any other conditions that are high priority other than weight loss and MSK?	The programs mentioned in your question are ones that MCHCP will evaluate whether or not to include in its offerings. In the RFP, we have identified high cost claimants, those with complex medical conditions such as cancer, and those with diabetes of concern.
16	How much does the employer contribute to the HSA?	MCHCP contributes $500 for individual coverage and $1,000 for family coverage annually for active employees.
18	How will Segal reflect custom or non-standard networks that may not have credible claims experience?	As part of the claims repricing exercise, vendors are asked and expected to provide repricing for each network being proposed/offered. When evaluating the various network offerings, Segal will consider variables such as contracted discount differentials, network access, provider disruption, impact on utilization, mix of services, and enrollment, etc.
19	Does Segal want an actuarial attestation to the claim repricing to ensure it matches Segal's preferred approach and industry standard methodology?	Yes, please include an actuarial attestation of the claim repricing to ensure the data has been reviewed and matches Segal's preferred approach and industry standard methodology, as noted in the instructions.
20	Confirm you don't want carriers repricing using redirection assumptions for care (i.e. if a claim is out of network or at a lower discount facility, carriers should not redirect that claim to a higher discount facility).	Please reprice based on the actual claim, place of service, and provider/facility presented in the data. Do not make any re-direction assumptions.
21	Does Segal have any specific instructions with respect to a carrier's out of network programs being used to secure discounts for claims?	It is likely that any programs used to secure discounts for out-of-network claims have an associated cost – e.g., percent of savings, etc. – that would be passed through the claims wire. If you assume employment of such programs in the claims repricing exercise, please also provide the corresponding cost that would pass through the claims wire.
22	Related to performance guarantee 21.5, would you be willing to accept response to email inquiries rather than written?	Bidders may suggest modifications to the stated performance guarantee in the box labeled "Will you guarantee this standard (Yes or No)."