Missouri Consolidated Health Care Plan
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Jefferson City, MO 65110
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www.mchcp.org

Judith Muck, *Executive Director*

my health. my choice. myMCHCP

February 15, 2023

TO: **Invited Vendors**

FROM: **Judith Muck, Executive Director**

RE: **Request for Proposal for Vision Services**

Missouri Consolidated Health Care Plan (MCHCP) will be working with Optavise (DirectPath is becoming Optavise), an online request for proposal (RFP) system, in the marketing of the 2024 MCHCP Vision RFP for a January 1, 2024, 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 is the employee health benefit program for most State of Missouri employees, retirees, and their families. This contract provides for a voluntary, fully-insured vision program on a national basis to state members of MCHCP. Missouri Department of Transportation (MoDOT), Missouri State Highway Patrol (MSHP), and Missouri Department of Conservation (MDC) are included in MCHCP's procurement for this vision program.

In addition, MCHCP offers a vision plan to those public entities that have elected to join MCHCP for their medical coverage. These members are also included in this RFP under separate pricing.

Current State vision plan enrollment is over 39,000 subscribers (over 71,000 lives). MCHCP's total health plan enrollment is over 49,000 subscribers (over 85,000 lives). MoDOT covers approximately 4,200 employees (over 10,600 lives), MSHP covers approximately 2,000 employees (5,500 lives), and MDC has approximately 1,300 employees (3,600 lives).

Current public entity vision enrollment is approximately 650 subscribers (950 lives). Total public entity health plan enrollment is nearly 900 subscribers (over 1,200 total lives).

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 guaranteed pricing for the plan year beginning January 1, 2024, with not-to-exceed pricing for plan years beginning January 1 of 2025 and 2026. Pricing for plan years beginning January 1 of 2027 and 2028 will be negotiated.

Current Contract

MCHCP's current contract with National Vision Administrators (NVA) will expire on December 31, 2023. MCHCP reserves the right to award multiple contracts from this RFP.

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 such as MCHCP.
- Data Transfer – Bidder shall agree to provide claim-level data electronically to MCHCP or designated data vendor (currently Merative) monthly. Bidders may be required to demonstrate the ability to provide such data before a contract award is made.
- Size and Experience – The bidder or its partner must currently provide vision coverage to employers that have at least 250,000 covered lives combined and have at least one (1) client with 50,000 covered lives. The bidder must be willing to disclose the name of the large employer client if requested. The bidder or its partner must have been in operation and performing the services requested in this RFP for a minimum of five (5) years,
- Network – Bidders must offer a contracted vision provider network capable of delivering benefits as described in the stated plan designs. 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 MCHCP's 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. MCHCP may reject any submissions after respective deadlines have passed. All bidder documents and complete proposals must be received by the proposal deadline of March 29, 2023, as outlined in the timeline of events for this RFP. Late proposals will not be accepted. MCHCP reserves the right to modify a deadline or extend a deadline for all bidders at its discretion.
- Plan Designs – Bidders must provide pricing for a base plan and premium plan design as described in the stated plan designs. Additional services and/or options may be offered as part of the entire plan design.

Intent to Bid

Once the RFP is released, bidders who are interested in submitting a proposal should complete the Intent to Bid (available as a response document within the Optavise system). The Intent to Bid is due at 5 p.m. CT, Monday, March 13, 2023.

Use of DirectPath

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

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

Key Event Information

Online RFP Released	Monday, March 6, 2023 8 a.m. CT (9 a.m. ET)
Intent to Bid Due	Monday, March 13, 2023 5 p.m. CT (6 p.m. ET)
Bidder Question Submission Deadline	Monday, March 13, 2023 5 p.m. CT (6 p.m. ET)
MCHCP Responses to Submitted Questions	Friday, March 17, 2023 5 p.m. CT (6 p.m. ET)
All Questionnaires and Pricing due	Friday, March 29, 2023 5 p.m. CT (6 p.m. ET)

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

We look forward to working with you throughout this process.

Introduction

Missouri Consolidated Health Care Plan (MCHCP) is the employee health benefit program for most State of Missouri employees, retirees, and their dependents covering over 85,000 members (lives). An additional 1,200 non-state local government members are covered through their public entity employer.

This contract provides for a voluntary, fully-insured vision program on a national basis to state members of MCHCP. Missouri Department of Transportation (MoDOT), Missouri State Highway Patrol (MSHP), and Missouri Department of Conservation (MDC) are eligible for this vision program.

In addition, MCHCP offers a vision plan to those public entities that have elected to join MCHCP for their medical coverage. These members are also included in this Request for Proposals (RFP).

This document constitutes a request for sealed proposals, to provide a voluntary vision plan on a fully-insured basis to State of Missouri active employees, retirees, and their covered dependents, as well as those local governments (public entities) that have joined MCHCP and elect to offer vision coverage. The contractor assumes the risk for vision care for plan participants and must have a network or series of networks providing quality vision care and discounted service fees. This network must include optometrists and/or ophthalmologists and sites to purchase lenses, frames, and contacts. The contractor must conduct a quality assurance review of providers and services that stresses quality and efficiency.

Over 39,000 State employees and retirees (over 71,000 lives) and 650 public entity employees (over 950 lives) are covered by the vision program for the 2023 plan year.

MCHCP's Contracting Intentions:

- Any contract awarded from this RFP will be effective January 1, 2024.
- MCHCP intends to award two contracts to facilitate robust member choice but reserves the right to award a sole contract. Bidders are required to provide pricing based on a single contract award and pricing on two contract awards.
- MCHCP intends to offer members a choice between two plan designs: 1) a Basic Plan and 2) a Premium Plan.
- Bidders must provide national coverage to all eligible members.
- MCHCP intends to award a one-year contract with up to four possible one-year renewals. Bidders are required to submit firm, fixed prices for 2024 and not-to-exceed prices for 2025 and 2026. Rates for 2027 and 2028 will be negotiated.
- Pricing and benefits are subject to negotiation prior to contract award and renewal each year.

- Bidders should understand that MCHCP views its 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 such as MCHCP.

- Data Transfer – Bidder shall agree to provide claim-level data electronically to MCHCP or designated data vendor (currently Merative) monthly. Bidders may be required to demonstrate the ability to provide such data before a contract award is made.

- Size and Experience – The bidder or its partner must currently provide vision coverage to employers that have at least 250,000 covered lives combined and have at least one (1) client with 50,000 covered lives. The bidder must be willing to disclose the name of the large employer client if requested. The bidder or its partner must have been in operation and performing the services requested in this RFP for a minimum of five (5) years,

- Network – Bidders must offer a contracted vision provider network capable of delivering benefits as described in the stated plan designs. 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 MCHCP's 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. MCHCP may reject any submissions after respective deadlines have passed. All bidder documents and complete proposals must be received by the proposal deadline of March 29, 2023, as outlined in the timeline of events for this RFP. Late proposals will not be accepted. MCHCP reserves the right to modify a deadline or extend a deadline for all bidders at its discretion.

- Plan Designs – Bidders must provide pricing for the plan design as described in the RFP. . Additional services and/or options may be offered as part of the entire plan design.

Background Information

- Missouri Consolidated Health Care Plan 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 and participating higher education 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.

- MCHCP's current contracts with National Vision Administrators (NVA) will expire on December 31, 2023. The monthly premiums for both State and Public Entity members are listed below and have been in place since 2019.

	Basic Plan		Premium Plan	
Rate Category	Active Employees	Retirees	Active Employees	Retirees
Subscriber Only	$3.54	$3.70	$4.47	$4.67
Subscriber and Spouse	$7.09	$7.41	$8.93	$9.33
Subscriber and Child(ren)	$10.22	$10.68	$12.90	$13.47
Subscriber and Family	$14.59	$15.24	$18.40	$19.22

- Current membership in the vision plan is as follows:

	Basic Plan		Premium Plan	
Rate Category	State	Public Entity	State	Public Entity
Subscribers	11,383	140	27,832	513
Dependents	8,981	45	23,567	267
Total Lives	20,364	185	51,399	780

Complete demographic files are available after completion of Exhibit A-2 Limited Data Use Agreement, available as a Response Document in Optavise (DirectPath is becoming Optavise).

- For state members, MCHCP, MoDOT, MSHP and MDC do not contribute to the monthly premium cost. The entire premium is paid by the subscriber. Members must enroll for the entire plan year except as noted in Exhibit B-Scope of Work.

- MCHCP offers the optional vision plans to public entity employers who participate with MCHCP's medical coverage. Public entities participating with MCHCP may opt to add or drop the vision plan at each annual enrollment period. Members must enroll for the entire plan year.

Assumptions and Considerations

Please submit your proposal using the DirectPath/Optavise online submission tool no later than **Wednesday, March 29, 2023, 5 p.m. CT (6 p.m. ET)**. Due to the limited timeframe for proposal analysis and program implementation, **no individual deadline extensions will be granted**.

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

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

Proposal Instructions

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

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

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

Proposals must be valid until October 1, 2023. If a contract(s) 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, 2024 through December 31, 2024, with up to four additional one year contracts renewable at the sole option of the MCHCP Board of Trustees and the state departments electing to contract under this proposal.

Clarification of Requirements

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

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

Schedule of Events

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

Activity	Timing
Online RFP Released	**Monday, March 6, 2023** **8 a.m. CT (9 a.m. ET)**
Intent to Bid Document Due	**Monday, March 13, 2023** **5 p.m. CT (6 p.m. ET)**

Bidder Question Submission Deadline	**Monday, March 13, 2023 5 p.m. CT (6 p.m. ET)**
MCHCP Responses to Submitted Questions	**Friday, March 17, 2023 5 p.m. CT (6 p.m. ET)**
Online RFP Closes (all proposals due)	**Wednesday, March 29, 2023 5 p.m. CT (6 p.m. ET)**
Finalist Presentations/Site Visits (if necessary)	**May, 2023**
Final Vendor Selection	**Late May, 2023**
Program Effective Date	**January 1, 2024**

Questions

During this bidding opportunity, MCHCP will be using the online messaging module of the DirectPath/Optavise application for all official answers to questions from bidders, amendments to the RFP, exchange of information and notification of awards. It is the bidder's responsibility to notify MCHCP of any change in contact information of the bidder. During the bidding process you will be notified via the messaging module of the posting of any new bid-related information.

Any and all questions regarding specifications, requirements, competitive procurement process, etc., must be in writing and submitted through the online messaging module of the DirectPath/Optavise application by **Monday, March 13, 2023, 5 p.m. CT (6 p.m. ET)**. Questions received after March 13 will be answered and posted through the messaging module as time permits, but there is no guarantee of a response to these questions. For step-by-step instructions, please refer to the *Downloads* section of the DirectPath/Optavise application and click on *User Guides*.

Questions deemed universally applicable will be answered in writing and shared with all vendors who have indicated they are quoting. The team will respond to your questions via the messaging module, with a summary of all questions and answers provided by **Friday, March 17, 2023.**

Bidders or their representatives may not contact other MCHCP employees or any member of the MCHCP Board of Trustees or the other mentioned state departments' employees 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), Wednesday, March 29, 2023.

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 any and 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 of a contract resulting from this RFP shall be based on the lowest and best proposal received in accordance with the evaluation criteria stated below:

Evaluation Criteria

Non-financial:

Provider Network	150 points
Vendor Profile	50 points
Customer Service	50 points
Account Management and Implementation	50 points
Performance Guarantees	50 points
Technology and Security	50 points
Access to Services and Benefits	50 points
Claims Administration	35 points
Reporting	15 points
Sub-total – Non-financial points	500 points
Bonus Points – MBE/WBE Participation Commitment	10 points

Financial:

Price	500 points

Finalist Evaluation:

References	40 points
Finalist Interview	60 points

MCHCP will limit the number of finalists to the bidders receiving 80 percent (400 points) of the possible 500 non-financial points available or the top two bidders if less than two bidders receive 80 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 80 percent threshold to obtain finalist status.

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

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

a) These targets can be met by a qualified MBE/WBE vendor themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.

b) The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

c) 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, 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 11 of the Vision Questionnaire (MBE-WBE Participation Commitment), by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the vendor submitting the proposal is a qualified MBE and/or WBE, the vendor must include the vendor in the appropriate table on the Participation Commitment Form.

    b. Documentation of Intent to Participate – The bidder must either provide a properly completed Exhibit A-6, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO). If the bidder submitting the proposal is a qualified MBE and/or WBE, the bidder is not required to complete Exhibit A-6, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

e) Commitment – If the bidder's proposal is awarded, the percentage level of MBE/WBE participation committed to by the bidder on Exhibit A-6, Participation Commitment, shall be interpreted as a contractual requirement.

Definition -- Qualified MBE/WBE:

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

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

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

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

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

Pricing

The bidder must provide firm, fixed monthly premiums for all rate tiers. Bidders are required to bid on the benefits as described in the Vision Plan Design included in Exhibit A-8. The bidder must submit firm, fixed premiums if MCHCP awards a single contract and firm, fixed premiums if MCHCP awards multiple contracts.

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 shall be subject to evaluation if deemed by MCHCP to be in the best interests of members of the Plan.

In determining pricing points, MCHCP will consider the potential three-year cost of the program including the full not-to-exceed price for the second and third years of the contract.

The contractor shall understand that annual renewal rates for CY2025 and CY2026 will be negotiated, but must be within the not-to-exceed prices submitted within this bid. Pricing for CY2027 and CY2028 will be negotiated.

Finalist Interview

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

Negotiation and Contract Award

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

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

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

Renewal of Contract

The initial agreement is for the period of January 1, 2024 through December 31, 2024, with up to four additional one-year contracts renewable at the sole option of the MCHCP Board of Trustees.

Proposed pricing for Years 2-3 (CY2025 and CY2026) of this contract, not to exceed the allowed maximum, shall be submitted prior to May 15 of the next plan year. Pricing for Years 4-5 (CY2027 and

CY2028) will be negotiated and is due prior to May 15 of the next plan year. The contractor must also provide supporting documentation that provides the rationale for any requested rate increase each year.

Using DirectPath/Optavise

The 2024 MCHCP Vision RFP contains 2 broad categories of items that you will need to work on via the DirectPath/Optavise application:

1) Items Requiring a Response:

   a) Questionnaires (e.g., Vision Questionnaire, etc.) are online forms to collect your responses to our questions about your capabilities.

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

2) Reference Files from Event Administrator:

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

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

Note that as you use the DirectPath/Optavise application to respond to this RFP, User Guides are accessible throughout the application by clicking on the help icon or from the *Downloads* area of the DirectPath/Optavise application homepage. For help with data entry and navigation throughout the application, you can contact the DirectPath/Optavise staff:

- Phone: 800-979-9351
- E-mail: support@directpathhealth.com

Responding to Questionnaires

We have posted two forms for your response:

- Vision Questionnaire
- Mandatory Contract Provisions Questionnaire

The questionnaires need to be completed and submitted to DirectPath/Optavise by**, Wednesday, March 29, 2023, 5 p.m. CT (6 p.m. ET).**

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

Completing Response Documents

The following exhibits must be completed, signed (if applicable) and uploaded to DirectPath/Optavise:

- Exhibit A-1 - Intent to Bid (due 5 p.m. CT, March 13, 2023)
- Exhibit A-2 – Limited Data Use Agreement (due 5 p.m. CT, March 13, 2023)
- Exhibit A-3 – Proposed Bidder Modifications (due 5 p.m. CT, March 29, 2023)
- Exhibit A-4 – Confirmation Document (due 5 p.m. CT, March 29, 2023)
- Exhibit A-5 – Contractor Certification (due 5 p.m. CT, March 29, 2023)
- Exhibit A-6 – MBE-WBE Intent to Participate Document (due 5 p.m. CT, March 29, 2023)
- Exhibit A-7 – Provider Match (due 5 p.m. CT, March 29, 2023)
- Exhibit A-8 – Vision Plan Design and Pricing (due 5 p.m. CT, March 29, 2023)

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

- Exhibit A-9 – Sample MCHCP Contract (due 5 p.m. CT, March 29, 2023)
- Exhibit A-10 – Sample MCHCP Business Associate Agreement (due 5 p.m. CT, March 29, 2023)

Completing Exhibit A-8 Vision Plan Design and Pricing

The financial worksheet (Exhibit A-8 Vision Plan Design and Pricing.xlsx) may be accessed in *Items Requiring a Response*. The *Pricing* or *Bid* contains a worksheet to collect fee quotations based on the stated benefit plan designs. Please be certain to complete all worksheets. **The final bid deadline is Wednesday, March 29, 2023, 5 p.m. CT (6 p.m. ET)**.

Notes Regarding Pricing

Fee quotes should assume:

- Plan effective date: January 1, 2024
- Submitted prices for CY2024 shall be firm, while prices for CY2025 and CY2026 shall be submitted as "not to exceed" amounts. Proposed prices and plan designs are subject to negotiation prior to the award of a contract by MCHCP.

- Rates for CY2027 and CY2028 will be negotiated.
- 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 29, 2023 close date, please be sure you have completed and/or reviewed each of the documents listed below:

Type	Document Name
Questionnaire	Vision Questionnaire
Questionnaire	Mandatory Contract Provisions Questionnaire
Response	Exhibit A-1 Intent to Bid.docx DUE: Monday, March 13, 2023
Response	Exhibit A-2 Limited Data Use Agreement.docx DUE: Monday, March 13, 2023
Response	Exhibit A-3 Proposed Bidder Modifications.docx
Response	Exhibit A-4 Confirmation Document.docx
Response	Exhibit A-5 Contractor Certification.docx
Response	Exhibit A-6 MBE-WBE Intent to Participate Document.docx
Response	Exhibit A-7 Provider Match.xlsx
Response	Exhibit A-8 Vision Plan Design and Pricing.xlsx
Response	Exhibit A-9 Sample MCHCP Contract.docx
Response	Exhibit A-10 Sample MCHCP Business Associate Agreement.docx
Reference	Introduction and Instructions – 2024 MCHCP Vision RFP.pdf
Reference	Attachment 1 – Enrollee file layouts.docx
Reference	Attachment 2 – Eligible member file.xlsx (access to this file is granted after receipt of the signed Limited Data Use Agreement)
Reference	Attachment 3 – Vision enrollee file.xlsx (access to this file is granted after receipts of the signed Limited Data Use Agreement)
Reference	Attachment 4 – Example provider file layout.xlsx
Reference	Attachment 5 – Vision experience.xlsx
Reference	Attachment 6 – Vision claim file layout
Reference	Exhibit B – Scope of Work (Vision RFP).docx
Reference	Exhibit C – General Provisions.docx

CONTACT INFORMATION

We understand that content and technical questions may arise. All questions regarding this document and the selection process must be submitted through the online messaging module of the DirectPath/Optavise application by **Monday, March 13, 2023, 5 p.m. CT (6 p.m. ET)**.

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

SECTION B
SCOPE OF WORK

B1. GENERAL REQUIREMENTS

B1.1 The contractor shall provide a fully-insured vision plan(s) for State and Public Entity members in accordance with the provisions and requirements of this document on behalf of Missouri Consolidated Health Care Plan (hereinafter referred to as MCHCP). 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 agrees that any and all subcontracts entered into by the contractor for the purpose of meeting the requirements of this contract are the responsibility of the contractor. MCHCP will hold the contractor responsible for assuring that subcontractors meet all requirements of this contract and all amendments thereto. The contractor must provide complete information regarding each subcontractor used by the contractor to meet the requirements of this contract.

B1.2 The contractor is obligated to follow the performance standards as outlined in Section 10 of the Vision Questionnaire.

B2. ELIGIBILITY REQUIREMENTS - The contractor shall comply and agree with the following regarding eligibility requirements:

B2.1 Eligible State of Missouri members are those employees (including Participating Higher Education Entities and eligible foster parents), retirees and their dependents who are eligible members of MCHCP as defined in the statutes, rules and regulations or revision(s) to such. MCHCP is the sole source in determining eligibility. The following information is provided primarily as general information to the bidder. Eligibility shall also be available to Missouri Department of Transportation and Highway Patrol, and the Missouri Department of Conservation active employees and their dependents.

B2.2 Eligibility periods:

B2.2.1 Employees and their dependents can enroll during the employee's or dependent's initial period of eligibility.

B2.2.2 Open enrollment shall be the period announced by MCHCP to allow eligible individuals to change coverage or add eligible dependents. It is anticipated, but not guaranteed, that open enrollment for coverage effective January 1 of the following year will be October 1 – October 31. MCHCP reserves the right to create a special emergency enrollment period as it deems necessary.

B2.2.3 Eligible individuals may be allowed to enroll throughout the year during special enrollment periods as outlined in 22 CSR 10-2.020(3) and 22 CSR 10-3.030(3).

B2.3 Termination: The contractor must agree that:

B2.3.1 A member's coverage under this agreement terminates under those conditions specified in statute and MCHCP regulations.

B2.3.2 The contractor shall not regard a member as terminated until the contractor receives an official termination notice directly from MCHCP. However, the contractor may suspend coverage on a member if payment for that member is not received, unless otherwise prohibited by law.

B2.4 Continuation of Coverage:

B2.4.1 The contractor shall comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA), Public Law 99-272, as amended, and provide the required maximum period of continuation coverage for eligible members. The contractor must agree that MCHCP will administer COBRA and will retain the additional 2 percent premium.

B3. LEVEL OF BENEFITS

B3.1 The contractor must administer the minimum benefits, in terms of covered services and member responsibility, as described in the stated plan designs. Bidders may separately propose additional services or options to be included in the Base or Premium Plan at MCHCP's discretion.

B3.2 Under no circumstances shall the contractor require a member to pay for any vision services except for stated premiums, deductibles, co-payments, coinsurance, and non-covered services. Members shall not be required to pay any additional enrollment fees, application fees or other charges in addition to the monthly premium.

B4. REPORTING REQUIREMENTS

B4.1 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 person or company, either directly or indirectly.

B4.2 MCHCP reserves the right to retain a third-party contractor (currently Merative) 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 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:

B4.2.1 Provide person-level claims and 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;

B4.2.2 Provide data in an electronic form and within a time frame specified by MCHCP;

B4.2.3 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

B4.2.4 This obligation continues for a period of one year following contract termination.

B4.3 The contractor shall submit standard reports to MCHCP on a quarterly and annual basis. MCHCP and the contractor will negotiate the format and content upon award of this contract. The reports shall be submitted to MCHCP quarterly and are due within 30 days of the end of the quarter reported. Annual reports are due within 60 days of the end of the year.

B4.4 The contractor shall provide quarterly reports detailing customer service telephone answer time and abandonment. A sample of the bidder's standard reports must be submitted with the proposal. The reports shall be submitted to MCHCP quarterly and are due within 30 days of the end of the quarter reported.

B4.5 At the request of MCHCP and at the contractor's expense, the contractor agrees to conduct an annual customer satisfaction survey, and provide MCHCP with all information and responses in connection therewith.

B4.6 At the request of MCHCP, the contractor shall submit additional ad hoc reports on information and data readily available to the contractor.

B4.7 MCHCP will determine the acceptability of all 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 10 of the Vision Questionnaire, will be assessed.

B5. PAYMENTS

B5.1 The contractor shall agree that the monthly premium due the contractor will be self-billed and will be initiated for electronic payment via automated clearing house (ACH) on the twentieth of the month following the month of coverage. MCHCP will remit all payments and provide all associated reports electronically.

B5.2 The contractor shall have the right to audit appropriate MCHCP records to determine the accuracy of the monthly premium paid.

B5.2.1 Any discrepancies must be identified by the contractor within 90 days after receipt of the payment and such discrepancy must be submitted in writing to MCHCP. Failure to identify a discrepancy within the time frame stated shall be considered as acceptance of MCHCP's calculations, payment and records.

B6. GENERAL SERVICE REQUIREMENTS

B6.1 The contractor shall agree 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. MCHCP will review

any request for additional fees or premium resulting from such changes and retains final authority to make any changes. A consultant may be utilized to determine the cost impact.

B6.2 The contractor must agree that during the life of the contract or any extension thereof, MCHCP and auditors designated by MCHCP shall have access to and the right to examine any pertinent books, documents, papers, or records of the contractor involving any and all transactions related to the performance of the contract. Also, the contractor must furnish all information necessary for MCHCP to comply with all state and/or federal regulations. MCHCP would be responsible for the cost of any such audit or review.

B6.3 The contractor shall have the responsibility to perform a complete investigation of all complaints, grievances, and appeals, and have a timely and organized system for resolving members' complaints and formal grievances in compliance with state and federal laws and regulations as amended.

B7. ACCOUNT MANAGEMENT

B7.1 The contractor shall establish and maintain throughout the term of the contract an account management team that will work directly with MCHCP staff. This team must include, but is not limited to, a dedicated account executive, a customer service manager, clinical advisor, a person responsible for preparing the reports and an information technology 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:

B7.1.1 Be able to devote the time needed to the account, including being available for telephone and on-site consultation with MCHCP. Bidders who are not committed to account service will not receive serious consideration.

B7.1.2 Be extremely responsive.

B7.1.3 Be comprised of individuals with specialized knowledge of the contractor's networks, claims and eligibility systems, system reporting capabilities, claims adjudication policies and procedures, administrative services, and relations with third parties.

B7.1.4 Be thoroughly familiar with virtually all of the contractor's functions that relate directly or indirectly to the MCHCP account.

B7.1.5 Act on behalf of MCHCP in cutting through the bureaucracy of the contractor's organization. The account management team must be able to affectively advance the interest of MCHCP through the contractor's corporate structure.

B7.1.6 The contractor agrees to provide MCHCP with at least 15 days advance notice of any material change to its account management and servicing methodology or to a personnel change in the contractor's account management and servicing team.

B7.2 MCHCP requires the contractor to meet with MCHCP staff and/or Board of Trustees as requested to discuss the status of the MCHCP account in terms of utilization patterns and costs, as well as propose new ideas that may benefit MCHCP and its members.

B7.2.1 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.

B7.2.2 The contractor must also present benchmark data by using the plan's entire book of business, a comparable client to MCHCP, or some other industry norm.

B8. CUSTOMER SERVICE

B8.1 The contractor must provide a high quality and experienced customer service unit. The vision plan staff members must be fully trained in the MCHCP benefit design, and the contractor must have the ability to track and report performance in terms of telephone response time, call abandonment rate, and the number of inquiries made by type. See B4.4 for customer service reporting requirements.

B8.2 The contractor shall maintain a toll-free telephone line to provide prompt access for members and providers to qualified customer service personnel. At a minimum, customer service must be available between the hours of 8:00 a.m. and 5:00 p.m. CT Monday through Friday except for designated holidays.

B8.3 The contractor must have a customer service unit in place to answer member inquiries regarding, but not limited to, network and benefit issues.

B8.4 The contractor shall refer any and all questions received from members regarding eligibility or premiums to MCHCP.

B8.5 The contractor is responsible for developing, printing and mailing any necessary identification cards directly to the member's home. The contractor is responsible for these production and mailing costs.

B8.6 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 items such as provider directories and plan-wide newsletters as long as they do not contain information on eligibility, enrollment, benefits, rates, etc., 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.).

B8.7 No provider may be listed on the contractor's website or distributed to the membership through the vision plan's customer service unit unless a signed contract is in place. In the event a plan provides incorrect information and a member seeks treatment based on that information, the contractor agrees to recognize and be financially responsible for any services rendered by that provider, under the terms of this contract, as if the provider had been under contract.

B8.8 The contractor must provide MCHCP members with a toll-free number to request provider directories. These directories must be mailed to the member within three business days of receipt of such request. The contractor bears all costs for printing and mailing these materials. Contractors are also required to provide this information via their web site.

B9. INFORMATION TECHNOLOGY AND ELIGIBILITY FILE

B9.1 The contractor shall be able to accept via secure file transfer, all MCHCP eligibility information on a weekly basis utilizing the ASC X12N 834 (005010X095A1) transaction set. MCHCP will supply specific record set information in an electronic format and the contractor must process such information within 24 hours of receipt. The contractor must provide a dedicated technical contact that will provide support to MCHCP Information Technology Department for any EDI issues. MCHCP is willing to work with the contractor on these requirements after the contract is awarded.

B9.1.1 It is MCHCP's intent to send a transactional based eligibility file weekly and a periodic full eligibility reconciliation file. Contractor is expected to provide an audit report of this reconciliation for MCHCP review for accuracy.

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

B9.1.3 Within two business days after processing any eligibility related file, the contractor will provide a report that lists any errors and exceptions that occurred during processing. The report will also provide record counts, error counts and list the records that had an error, along with an error message to indicate why it failed. A list of the conditions the contractor audits will be provided to ensure the data MCHCP is sending will pass the contractor's audit tests.

B9.1.4 The contractor shall provide access to view member data on their system via a web based "Employer Portal" to ensure MCHCP provided eligibility files are correctly updating the contractor's system, and for MCHCP member support to verify individual member specific information on demand.

B9.1.5 The contractor will supply a data dictionary of the fields MCHCP is updating on their system and the allowed values for each field.

B9.1.6 The contractor shall provide MCHCP with a monthly file ("eligibility audit file") in a mutually agreed upon format of contractor's eligibility records for all MCHCP members. Such file shall be utilized by MCHCP to audit contractor's records. Such eligibility audit file shall be provided to MCHCP no later than the second Thursday of each month.

B9.1.7 The required method for all file transfer is Secure FTP. No PGP is required but can be implemented upon request. MCHCP will provide an account for the contractor transfers at ftp.mchcp.org.

B9.2 The contractor must be able to support single sign-on from MCHCP's own Member Portal to the contractor's Member Portal utilizing Security Assertion Markup Language (SAML). MCHCP is willing to work with the contractor on the specifics of this requirement after the contract is awarded.

B9.3 The contractor must work with MCHCP to develop a schedule for testing of the eligibility test record set and error reporting responses. MCHCP requires that the contractor accept and run an initial test record set no later than October 15th, 2023. Results of the test must be provided to MCHCP by October 30th, 2023. Final acceptance of all eligibility file formats and responses are expected no later than November 30th, 2023.

B9.4 The contractor must have a website that is updated regularly. The website must include the ability for MCHCP members to obtain current listings of active network providers and other information. The provider listing must be searchable, at a minimum, by zip code, specialty, and provider name. If MCHCP discovers that provider information contained at the contractor's website is inaccurate, MCHCP will notify the contractor immediately. The contractor must correct inaccuracies within 10 days of being notified by MCHCP.

B10. IMPLEMENTATION

B10.1 The contractor and MCHCP must agree to a final implementation schedule within 30 days of the contract award. At a minimum, the timeline must include the required dates for the following activities:

- Testing of eligibility file;
- Acceptable date for final eligibility file;
- ID card production and distribution;
- Enrollment kit printing
- Testing of claim file to data warehouse vendor

B10.2 The contractor must have a customer service unit in place to answer member inquiries. Note: Open enrollment is anticipated to be October 1-31, 2023 with coverage effective January 1, 2024. At a minimum, the customer service unit must be able to address network and benefit issues.

B11. CONTRACTED NETWORK

B11.1 The contractor must have in place a contracted provider network which will offer access to all MCHCP members nationwide.

B11.2 The offered network must include both retail-based providers and independent practice providers and include a full range of general vision practitioners and specialists. Contractors are responsible for having a network available that can provide access to all covered services under this contract.

B11.3 MCHCP requires that network providers be responsible for obtaining all necessary pre-certifications, pre-authorizations, and filing claims for members.

B11.4 At a minimum, ninety percent (90%) of MCHCP members shall have access to a network vision provider within twenty (20) miles of their zip code.

B12. MCHCP REQUIREMENTS AND SERVICE

B12.1 MCHCP will provide the following administrative services to assist the contractor:

- Certification of eligibility
- Enrollments (new, change, and terminations) in an electronic format
- Maintenance of individual eligibility and membership data
- Payment of monies due the contractor
- Coordination of open enrollment period
- Administration of COBRA regulations

EXHIBIT C
GENERAL PROVISIONS

C1. TERMINOLOGY AND DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C1.15 **Proposal Filing Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of proposals by DirectPath/Optavise system.

C1.16 **Provider** means a physician, hospital, medical agency, specialist or other duly licensed health care facility or practitioner certified or otherwise authorized to furnish health care services pursuant to the law of the jurisdiction in which care or treatment is received. A doctor/physician as defined in 22 CSR 10-2010(22). Other providers include but are not limited to:

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

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

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

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

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

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

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

C1.23 **Subscriber** means the person who elects coverage under the plan.

C2. GENERAL BIDDING PROVISIONS

C2.1 It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MCHCP if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from bidders regarding specifications, requirements, competitive procurement process, etc., must be directed to MCHCP via the messaging tool on the Direct Path web site, as indicated on the last page of the *Introduction and Instructions* document of the RFP. Such communication must be received no later than Monday, March 13, 2023, 5 p.m. CT (6 p.m. ET).

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

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

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

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

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

C3. PREPARATION OF PROPOSALS

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

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

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

C4. DISCLOSURE OF MATERIAL EVENTS

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

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

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

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

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

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

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

C5. COMPLIANCE WITH APPLICABLE FEDERAL LAWS

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

C5.2 Any bidder offering to provide services must be able to sign a Business Associate Agreement (BAA) (see Exhibit A-10) due to the provisions of HIPAA. Any requested changes shall be noted and returned with the RFP**. The changes are accepted only upon MCHCP signing a revised BAA after contract award.**

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

ATTACHMENT 1

LAYOUT FOR MCHCP ENROLLEE FILE (Attachment 2)

Field Name	Description
ID	Number assigned by MCHCP
Relation	Identifies if member is subscriber, spouse, or child 1 – subscriber 2 – spouse 3 – child
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) SC – Surviving Child NC – No Coverage
Status	Identifies status of member ACT – Active Employee RTN – Retired Employee NC – No Coverage
Zip	5-Digit Zip Code
YOB	Year of Birth (YYYY)
Gender	M – Male F – Female
State or Public Entity	S – State PE – Public Entity member

Total record count = 88,230

ATTACHMENT 1

LAYOUT FOR MCHCP VISION ENROLLEE FILE (Attachment 3)

Field Name	Description
ID	Number assigned by MCHCP
Relation	Identifies if member is subscriber, spouse, or child 1 – subscriber 2 – spouse 3 – child
Coverage 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)
Status	Identifies status of member ACT – Active Employee RTN – Retired Employee
Zip	5-Digit Zip Code
YOB	Year of Birth
Gender	M – Male F – Female
State or Public Entity	S – State PE – Public Entity member

Total record count = 72,393

Attachment 4
Sample Provider File Layout

Each provider should have the same number of records as number of office locations. The example below is for a provider with 2 office locations.																
License	TIN	Lname	First	MI	Title	Role 1	Role 2	Accept	Street 1	Street 2	City	State	Zip	Phone	Practice Type (Independent [I] vs. Retail [R])	County
R1234	555555555	Doe	John	J	O.D.	General		Y	123 West High	Suite 300	Columbia	MO	65202	5735555555	I	Boone
R1234	555555555	Doe	John	J	O.D.	General		Y	456 Forum		Columbia	MO	65202	5734444444	I	Boone

Attachment 5 (Page 1 of 3)

Vision Experience

2021-2022

State - Basic Plan

	Employees	Members	Vision Claims Paid - In Network	Vision Claims Paid - Out of Network	Paid Premiums
Jan-21	11,246	20,573	$56,110.07	$4,790.48	$73,863.06
Feb-21	11,269	20,607	$46,764.82	$1,754.40	$73,892.02
Mar-21	11,254	20,589	$56,150.45	$4,569.94	$73,837.70
Apr-21	11,235	20,524	$46,810.99	$2,489.95	$73,581.34
May-21	11,203	20,467	$42,733.02	$2,283.26	$73,395.38
Jun-21	11,146	20,368	$45,459.88	$3,204.02	$73,066.70
Jul-21	11,110	20,267	$48,728.62	$3,150.00	$72,805.15
Aug-21	11,083	20,230	$51,433.84	$2,155.26	$72,649.12
Sep-21	11,100	20,200	$45,285.05	$3,133.99	$72,621.34
Oct-21	11,075	20,099	$46,447.94	$2,533.46	$72,224.86
Nov-21	11,055	20,021	$45,255.98	$3,930.97	$71,987.81
Dec-21	11,040	19,970	$51,281.99	$4,455.85	$71,800.00
Jan-22	11,052	20,121	$49,290.69	$5,772.43	$72,345.64
Feb-22	11,058	20,118	$44,620.26	$1,676.67	$72,316.29
Mar-22	11,052	20,077	$56,156.39	$4,500.90	$72,206.19
Apr-22	11,079	20,074	$49,147.99	$3,704.35	$72,133.74
May-22	11,142	20,149	$45,763.48	$1,546.64	$72,398.49
Jun-22	11,166	20,167	$43,105.84	$4,187.94	$72,477.50
Jul-22	11,195	20,155	$49,184.63	$2,884.17	$72,460.94
Aug-22	11,210	20,172	$48,870.20	$3,370.33	$72,570.52
Sep-22	11,267	20,219	$48,886.90	$3,158.94	$72,705.43
Oct-22	11,269	20,178	$46,478.60	$4,546.95	$72,569.71
Nov-22	11,288	20,190	$53,834.77	$3,490.45	$72,652.06
Dec-22	11,318	20,244	$66,329.19	$6,757.65	$72,799.27

Incurred claims include a reserve IBNR (Incurred But Not Reported).

State - Premium Plan

	Employees	Members	Vision Claims Paid - In Network	Vision Claims Paid - Out of Network	Paid Premiums
Jan-21	27,291	51,242	$231,199.61	$7,560.59	$230,565.22
Feb-21	27,245	51,138	$183,828.25	$5,543.99	$230,149.57
Mar-21	27,223	51,053	$252,617.77	$9,396.84	$229,665.26
Apr-21	27,152	50,829	$209,814.78	$3,614.00	$228,800.90
May-21	27,119	50,741	$185,618.56	$2,982.48	$228,589.88
Jun-21	26,991	50,491	$181,269.79	$6,306.28	$227,515.61
Jul-21	26,895	50,260	$183,235.82	$5,541.88	$226,528.64
Aug-21	26,799	49,987	$183,955.63	$3,768.37	$225,302.93
Sep-21	26,716	49,746	$175,261.09	$7,288.05	$224,312.92
Oct-21	26,640	49,505	$169,122.15	$6,481.40	$223,396.52
Nov-21	26,551	49,321	$159,578.34	$4,919.85	$222,602.48
Dec-21	26,534	49,198	$179,024.75	$6,926.12	$222,087.32
Jan-22	26,965	50,189	$209,136.69	$4,111.01	$226,479.34
Feb-22	26,985	50,212	$188,482.25	$4,334.84	$226,374.33
Mar-22	26,912	50,017	$230,544.03	$8,127.90	$225,597.61
Apr-22	26,867	49,935	$216,553.13	$4,932.73	$225,227.80
May-22	26,871	49,865	$189,407.66	$4,938.97	$225,044.55
Jun-22	26,955	50,001	$195,348.07	$4,057.36	$225,681.17
Jul-22	27,020	49,977	$185,744.79	$4,408.07	$225,692.77
Aug-22	27,094	50,060	$203,540.32	$6,880.38	$226,014.10
Sep-22	27,120	50,040	$189,690.43	$4,799.47	$225,989.07
Oct-22	27,164	50,004	$170,229.03	$4,826.15	$225,807.01
Nov-22	27,210	50,075	$178,328.57	$4,427.77	$226,029.62
Dec-22	27,277	50,090	$259,483.03	$8,317.21	$226,041.26

Public Entity - Basic Plan

	Employees	Members	Vision Claims Paid - In Network	Vision Claims Paid - Out of Network	Paid Premiums
Jan-21	132	179	$829.50	$0.00	$612.36
Feb-21	131	177	$511.75	$0.00	$605.27
Mar-21	131	177	$720.50	$77.50	$605.27
Apr-21	132	181	$310.00	$0.00	$611.95
May-21	126	173	$97.00	$0.00	$584.03
Jun-21	130	177	$176.60	$0.00	$598.19
Jul-21	129	176	$708.25	$0.00	$591.11
Aug-21	131	180	$630.46	$0.00	$604.87
Sep-21	130	178	$327.75	$0.00	$604.87
Oct-21	128	174	$307.00	$45.00	$591.11
Nov-21	129	175	$281.00	$0.00	$594.65
Dec-21	131	175	$515.00	$180.00	$594.23
Jan-22	127	179	$157.00	$0.00	$596.98
Feb-22	128	177	$564.25	$0.00	$590.30
Mar-22	125	172	$458.00	$85.00	$586.76
Apr-22	127	175	$697.00	$0.00	$598.21
May-22	125	170	$134.25	$0.00	$580.91
Jun-22	129	173	$282.25	$0.00	$601.75
Jul-22	128	167	$200.25	$145.00	$591.53
Aug-22	128	167	$80.75	$0.00	$581.31
Sep-22	130	171	$337.50	$0.00	$588.39
Oct-22	134	175	$274.50	$0.00	$602.55
Nov-22	134	174	$225.00	$0.00	$609.64
Dec-22	134	176	$613.21	$45.00	$606.10

Incurred claims include a reserve IBNR (Incurred But Not Reported).

Public Entity - Premium Plan

	Employees	Members	Vision Claims Paid - In Network	Vision Claims Paid - Out of Network	Paid Premiums
Jan-21	474	761	$2,920.89	$0.00	$3,367.66
Feb-21	481	764	$3,079.32	$0.00	$3,402.38
Mar-21	482	764	$3,473.38	$580.00	$3,397.92
Apr-21	477	764	$3,352.44	$45.00	$3,399.46
May-21	473	763	$2,725.55	$0.00	$3,423.89
Jun-21	470	758	$2,164.85	$100.00	$3,403.59
Jul-21	470	756	$2,086.38	$0.00	$3,351.86
Aug-21	468	762	$2,623.08	$0.00	$3,369.75
Sep-21	464	758	$2,649.83	$152.20	$3,356.56
Oct-21	458	751	$1,965.69	$51.90	$3,338.68
Nov-21	451	736	$2,698.56	$145.00	$3,259.18
Dec-21	459	737	$2,306.18	$285.00	$3,253.68
Jan-22	516	816	$2,703.96	$180.00	$3,575.16
Feb-22	517	817	$1,760.19	$0.00	$3,596.99
Mar-22	513	811	$4,047.14	$360.00	$3,564.68
Apr-22	516	812	$2,621.32	$90.00	$3,568.28
May-22	513	803	$1,928.97	$0.00	$3,540.45
Jun-22	512	800	$2,560.74	$225.00	$3,536.18
Jul-22	512	799	$2,537.11	$120.00	$3,532.21
Aug-22	508	795	$2,429.97	$0.00	$3,509.87
Sep-22	503	782	$3,314.34	$110.00	$3,477.56
Oct-22	504	779	$3,546.16	$150.00	$3,486.51
Nov-22	508	786	$3,719.67	$0.00	$3,507.85
Dec-22	513	784	$4,258.65	$255.00	$3,481.55

Incurred claims include a reserve IBNR (Incurred But Not Reported).

Attachment 5 (Page 2 of 3)
Vision Experience
2021

State Members

	Standard Plan				Premium Plan			
	Actives		Retirees		Actives		Retirees	
	2021		2021		2021		2021	
	Service Count	Net Payment	Service Count	Net Payment	Service Count	Net Payment	Service Count	Net Payment
No. of Exams	5,377	$214,571.92	994	$39,817.39	16,493	$656,108.59	2,787	$110,672.35
No. of Single Vision Lenses	1,880	$15,989.25	109	$765.00	5,886	$52,012.11	288	$2,342.00
No. of Bifocals	590	$11,871.00	349	$7,274.00	2,233	$44,069.50	1,058	$21,254.00
No. of Trifocals	406	$12,165.95	239	$7,624.00	1,661	$47,668.81	818	$24,265.00
No. of Progressives	822	$0.00	404	$0.00	3,347	$0	1,488	$0.00
No. of Contacts	1,583	$149,873.70	205	$19,297.78	5,435	$697,442.82	539	$68,177.65
No. of Frames	2,326	$111,542.92	529	$26,347.07	7,691	$490,506.39	1,560	$102,335.07

Public Entity Members

	Standard Plan				Premium Plan			
	Actives		Retirees		Actives		Retirees	
	2021		2021		2021		2021	
	Service Count	Net Payment	Service Count	Net Payment	Service Count	Net Payment	Service Count	Net Payment
No. of Exams	54	$2,185.00	1	$40.00	262	$10,464.71	0	$0.00
No. of Single Vision Lenses	21	$146.00	0	$0.00	83	$713.95	0	$0.00
No. of Bifocals	8	$145.00	2	$34.00	56	$1,063.00	0	$0.00
No. of Trifocals	1	$27.00	0	$0.00	34	$989.00	0	$0.00
No. of Progressives	9	$0.00	0	$0.00	79	$0.00	0	$0.00
No. of Contacts	17	$1,625.15	0	$0.00	85	$10,631.98	0	$0.00
No. of Frames	30	$1,435.16	1	$50.00	139	$8,812.81	0	$0.00

Attachment 5 (Page 3 of 3)
Vision Experience
2022

State Members

	Standard Plan				Premium Plan			
	Actives		Retirees		Actives		Retirees	
	2022		2022		2022		2022	
	Service Count	Net Payment	Service Count	Net Payment	Service Count	Net Payment	Service Count	Net Payment
No. of Exams	5,111	$207,221.69	985	$39,797.51	15,463	$622,279.77	3,005	$119,045.83
No. of Single Vision Lenses	1,764	$15,664.82	111	$828.00	5,495	$47,399.88	320	$2,440.00
No. of Bifocals	543	$11,040.45	336	$6,850.00	2,200	$43,182.00	1,199	$23,552.00
No. of Trifocals	447	$13,273.58	246	$7,821.00	1,639	$46,415.39	856	$24,970.95
No. of Progressives	807	$0.00	428	$0.00	3,277	$0.00	1,622	$0.00
No. of Contacts	1,497	$141,962.12	214	$20,016.49	4,945	$641,216.59	601	$77,365.39
No. of Frames	2,465	$119,611.06	616	$30,554.09	8,510	$545,243.89	2,100	$137,659.59

Public Entity Members

	Standard Plan				Premium Plan			
	Actives		Retirees		Actives		Retirees	
	2022		2022		2022		2022	
	Service Count	Net Payment	Service Count	Net Payment	Service Count	Net Payment	Service Count	Net Payment
No. of Exams	38	$1,525.00	1	$40.00	269	$10,814.00	2	$85.00
No. of Single Vision Lenses	7	$95.00	0	$0.00	73	$549.00	0	$0.00
No. of Bifocals	8	$163.00	1	$17.00	61	$1,215.00	1	$17.00
No. of Trifocals	3	$81.00	0	$0.00	30	$881.00	1	$65.00
No. of Progressives	10	$0.00	1	$0.00	77	$0.00	1	$0.00
No. of Contacts	13	$1,192.25	0	$0.00	83	$10,412.89	0	$0.00
No. of Frames	17	$863.00	1	$50.00	157	$10,202.14	0	$0.00

Attachment 6

Vision Claims Functional Specifications for File Layout - Detail Layout

Field Number	Field Name	Start	End	Length	Type	Data Element Description	Data Dictionary Needed	Data Supplier Instructions/Notes
Fixed-Record Length								
1	Adjustment Type Code	1	1	1	Character	Client-specific code for the claim adjustment type for example original, void or adjustment.	Yes	Adjustment Type values will be identified in the **Data Dictionary.**
2	Allowed Amount	2	11	10	Numeric	The maximum amount allowed by the plan for payment.		Format 9(8)v99 (2 - digit, implied decimal)
3	Capitated Service Indicator	12	12	1	Character	An indicator that this service (encounter record) was capitated		Applicable field values are "Y" for Capitated services and "N" for non-cap services.
4	Charge Submitted	13	22	10	Numeric	The submitted or billed charge amount		Format 9(8)v99 (2 - digit, implied decimal)
5	Claim ID	23	37	15	Character	The client-specific identifier of the claim.		
6	Co-Insurance	38	47	10	Numeric	The coinsurance paid by the subscriber as specified in the plan provision.		Format 9(8)v99 (2 - digit, implied decimal)
7	Copayment	48	57	10	Numeric	The copayment paid by the subscriber as specified in the plan provision.		Format 9(8)v99 (2 - digit, implied decimal)
8	HRA Amount	58	67	10	Numeric	The amount paid from the HRA as a result of this claim.		Format 9(8)v99 (2 - digit, implied decimal) On facility records, this field must be at the service/detail level as opposed to the header/claim level.
9	HSA Amount	68	77	10	Numeric	The amount paid from the HSA as a result of this claim.		Format 9(8)v99 (2 - digit, implied decimal) On facility records, this field must be at the service/detail level as opposed to the header/claim level.
10	Date of Birth	78	87	10	Date	The birth date of the person.		MM/DD/CCYY format The member's birth date is part of the Person ID key and is, therefore, critical to tagging claims to eligibility. The four-digit year is required for date of birth. The century cannot be accurately assigned based on a two-digit year.
11	Date of First Service	88	97	10	Date	The date of the first service reported on the claim record.		MM/DD/CCYY format
12	Date of Last Service	98	107	10	Date	The date of the last service reported on the claim record.		MM/DD/CCYY format
13	Date Paid	108	117	10	Date	The date the claim or data record was paid.		MM/DD/CCYY format This is the check date.
14	Deductible	118	127	10	Numeric	The amount paid by the subscriber through the deductible arrangement of the plan.		Format 9(8)v99 (2 - digit, implied decimal)
15	Diagnosis Code Principal	128	135	8	Character	The first or principal diagnosis code for a service, claim or lab result. Length expanded from 5 to 8 for future use.		No decimal point.
16	Diagnosis Code 2 UB	136	143	8	Character	A secondary diagnosis code for the facility claim. Length expanded from 5 to 8 for future use.		No decimal point.
17	Diagnosis Code 3 UB	144	151	8	Character	A secondary diagnosis code for the facility claim. Length expanded from 5 to 8 for future use.		No decimal point.
18	Diagnosis Code 4 UB	152	159	8	Character	A secondary diagnosis code for the facility claim. Length expanded from 5 to 8 for future use.		No decimal point.
19	Diagnosis Code 5 UB	160	167	8	Character	A secondary diagnosis code for the facility claim. Length expanded from 5 to 8 for future use.		No decimal point.
20	Diagnosis Code 6 UB	168	175	8	Character	A secondary diagnosis code for the facility claim. Length expanded from 5 to 8 for future use.		No decimal point.
21	Diagnosis Code 7 UB	176	183	8	Character	A secondary diagnosis code for the facility claim. Length expanded from 5 to 8 for future use.		No decimal point.

Attachment 6

Vision Claims Functional Specifications for File Layout - Detail Layout

Field Number	Field Name	Start	End	Length	Type	Data Element Description	Data Dictionary Needed	Data Supplier Instructions/Notes
Fixed-Record Length								
22	Diagnosis Code 8 UB	184	191	8	Character	A secondary diagnosis code for the facility claim. Length expanded from 5 to 8 for future use.		No decimal point.
23	Diagnosis Code 9 UB	192	199	8	Character	A secondary diagnosis code for the facility claim. Length expanded from 5 to 8 for future use.		No decimal point.
24	Diagnosis Code 10 UB	200	207	8	Character	A secondary diagnosis code for the facility claim. Length expanded from 5 to 8 for future use.		No decimal point.
25	Discount	208	217	10	Numeric	The discount amount of the claim, applied to charges for any plan pricing reductions.		Format 9(8)v99 (2 - digit, implied decimal)
26	Family ID / Employee SSN	218	226	9	Character	The unique identifier (Social Security Number) for the subscriber (contract holder, employee) and their associated dependents.		The subscriber's social security number is part of the Person ID key and is, therefore, critical to tagging claims to eligibility.
27	Gender Code	227	227	1	Character	The member's gender code.		"M" or "F" The member's gender is part of the Person ID key and is, therefore, critical to tagging claims to eligibility.
28	Line Number	228	229	2	Numeric	The detail line number for the service on the claim		
29	Net Payment	230	239	10	Numeric	The actual check amount for the record		Format 9(8)v99 (2 - digit, implied decimal)
30	Network Paid Indicator	240	240	1	Character	An indicator of whether the claim was paid at in-network or out-of-network level		Y or "N"
31	Network Provider Indicator	241	241	1	Character	Indicates if the servicing provider participates in the network to which the patient belongs		Y or "N"
32	Ordering Provider ID	242	254	13	Character	The ID number of the provider who referred the patient or ordered the test or procedure.		The ID should be the physician's Federal Tax ID (TIN).
33	Ordering Provider Name	255	284	30	Character	The Name of the provider who referred the patient or ordered the test or procedure.		
34	Ordering Provider Zip Code	285	289	5	Character	The zip code of the provider who referred the patient or ordered the test or procedure.		
35	PCP Responsibility Indicator	290	290	1	Character	An indicator signifying that the PCP is the physician considered responsible or accountable for this claim.		
36	Place of Service Code	291	292	2	Character	Client-specific code for the place of service.	Yes	Place of Service values will be identified in the **Data Dictionary.**
37	Procedure Code	293	299	7	Character	The procedure code for the service record. Expanded from 5 to 7 for future use.		Standard CPT or HCPCS codes.
38	Procedure Modifier Code	300	301	2	Character	The 2-character code of the first procedure code modifier on the professional claim.		
39	Provider ID	302	314	13	Character	The identifier for the provider of service.		This must be the federal tax ID in order to use the standard physician identifier lookup (Standard Physician)
40	Provider Type Code Claim	315	317	3	Numeric	Client-specific code for the provider type on the claim record.	Yes	Provider Type codes values will be identified in the **Data Dictionary.**
41	Provider Zip Code	318	322	5	Numeric	The 5-digit zip code corresponding to the Provider ID		Provider Location zip code
42	Third Party Amount	323	332	10	Numeric	The amount saved due to integration of third party liability (Coordination of Benefits) by all third party payers (including Medicare).		Format 9(8)v99 (2 - digit, implied decimal)
43	Units of Service	333	336	4	Numeric	Client-specific quantity of services or units		
44	Provider Name	337	366	30	Character	The description or name corresponding to the Provider ID.		
45	Funding Type Code	367	368	2	Numeric	Specifies whether the claim was paid under a fully or self-funded arrangement		"S" = Self-funded "F" = Fully-funded

Attachment 6

Vision Claims Functional Specifications for File Layout - Detail Layout

Field Number	Field Name	Start	End	Length	Type	Data Element Description	Data Dictionary Needed	Data Supplier Instructions/Notes
Fixed-Record Length								
46	Account Structure	369	376	8	Character	Client-specific code for the account structure of the plan that the member is enrolled in. This is usually a group number.	TBD	Additional fields may be added to the layout if there is more than one component of the account structure.
47	Provider NPI Number	377	386	10	Character	The National Provider ID number for the provider.		
48	Provider Address 1	387	436	50	Character	The current street address1 of the provider of service.		
49	Provider Address 2	437	486	50	Character	The current street address2 of the provider of service.		
50	ICD Version	487	487	1	Character	The ICD version or qualifier code that identifies either ICD-9 (9) or ICD-10 (0) diagnosis codes.	See Notes	If 0 and 9 not used, values defined in the **Data Dictionary.**
51	Filler	488	599	112	Character	Reserved for future use		Fill with blanks
52	Record Type	600	600	1	Character	Record type identifier		Hard Code to "D"

Attachment 6

Vision Claims Functional Specifications for File Layout - Trailer Layout

Field Number	Field Name	Start	End	Length	Type	Data Element Description	Data Supplier Instructions/Notes
Fixed-Record Length							
1	Data Start Date	1	10	10	Date	Data Start Date	MM/DD/CCYY format – i.e. 09/01/2014 This will represent the 1st day of the month for which data is provided.
2	Data End Date	11	20	10	Date	Data End Date	MM/DD/CCYY format – i.e. 09/30/2014 This will represent the last day of the month for which data is provided.
3	Record Count	21	30	10	Numeric	Number of Records on File	The count of records provided in the data including the Trailer Record.
4	Total Net Payments	31	44	14	Numeric	Total net payments on the file	The sum of net payments provided in the file
5	Filler	45	599	555	Character	Reserved for future use	Fill with Blanks
6	Record Type	600	600	1	Character	Record Type Identifier	Hard Code 'T'

Exhibit A-1

Intent to Bid – 2024 MCHCP Vision 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 Monday, March 13, 2023, at 5 p.m. CT (6 p.m. ET).

Minimum Bidder Requirements

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

- Licensing – The bidder must 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 such as MCHCP.
- Data Transfer – Bidder shall agree to provide claim-level data electronically to MCHCP or designated data vendor (currently Merative) monthly. Bidders may be required to demonstrate the ability to provide such data before a contract award is made.
- Size and Experience – The bidder or its partner must currently provide vision coverage to employers that have at least 250,000 covered lives combined and have at least one (1) client with 50,000 covered lives. The bidder must be willing to disclose the name of the large employer client if requested. The bidder or its partner must have been in operation and performing the services requested in this RFP for a minimum of five (5) years,
- Network – Bidders must offer a contracted vision provider network capable of delivering benefits as described in the stated plan designs. 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 MCHCP's 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. MCHCP may reject any submissions after respective deadlines have passed. All bidder documents and complete proposals must be received by the proposal deadline of March 29, 2023, as outlined in the timeline of events for this RFP. Late proposals will not be accepted. MCHCP reserves the right to modify a deadline or extend a deadline for all bidders at its discretion.
- Plan Designs – Bidders must provide pricing for a base plan and premium plan design as described in the stated plan designs. Additional services and/or options may be offered as part of the entire plan design.

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

☐ We intend to submit a complete proposal.

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

Name of Organization

Signature of Plan Representative

Title of Plan Representative

Date

EXHIBIT A-2
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 demographic 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 claims files are used solely for the following:

- Modeling of potential claim volume for purposes of bidding on a fully insured contract with MCHCP for vision benefits; and/or
- Network analysis and evaluation of proposed network's geographic accessibility to MCHCP for vision benefits; and/or
- Underwriting and premium rating for purposes of bidding on an insured contract with MCHCP for vision 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) and (g).

7. MCHCP will provide the User with the files, which is a subset of MCHCP's master records. MCHCP warrants that the file is accurate to the extent possible.

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 5 above. After the bidding 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 4, 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 6, 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 6 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 6, 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
BIDDER'S PROPOSED MODIFICATIONS TO THE RFP
2024 MCHCP VISION 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

Exhibit A-4

Confirmation Document

2024 MCHCP Vision 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 DirectPath/Optavise application.

   ☐ Yes

   ☐ No

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

   ☐ Yes

   ☐ No

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

_____

Name/Title of Individual

_____

Organization

_____

Signature

_____

Date

EXHIBIT A-5

CONTRACTOR CERTIFICATION
OF COMPLIANCE WITH FEDERAL EMPLOYMENT LAWS
2024 MCHCP VISION 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-6

Documentation of Intent to Participate
2024 MCHCP Vision RFP

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

~ Copy This Form For Each Organization Proposed ~

Bidder Name: _____

This Section To Be Completed by Participating Organization:

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

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

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

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

_____
_____
_____
_____

Authorized Signature:

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

Exhibit A-7
Provider Match
Instructions

The purpose of this exercise is to determine network overlap with MCHCP's current vision network. The providers listed on each of the tabs represents the providers used by MCHCP members in a recent 12-month period.

1. Bidders should complete both the State and Public Entity tab, indicating in Column H whether the provider is currently participating in your proposed network. Complete the Participating Provider column based upon contracts that are in place as of March 1, 2023. Do not enter the status based upon future contracts.

2. Upload the completed document to DirectPath/Optavise no later than Friday, March 29, 2023.

Exhibit A-8
2024 MCHCP Vision RFP Pricing

Instructions

1. Bidders must propose a firm fixed monthly premium for CY2024 and not-to-exceed monthly premiums for CY2025 and CY2026. Bidders must also submit pricing for both plan designs.
2. Bidders must use the worksheets labeled "Multiple Contractor" to indicate premiums if two contracts are awarded, and the worksheet labeled "Sole Contractor" to indicate premiums if only one contract is awarded.
3. Renewal pricing for future contract years is due no later than May 15 of the prior year.
4. For each COBRA participant, the additional 2 percent of total monthly premium will be permanently retained by MCHCP.
5. Bidders may use Enhanced Benefit Pricing for any benefits that are not included in the benefit design and premium. Enhanced benefits could be things such as adding an additional benefit not mentioned in the plan design, or another enhancement proposed by the bidder. Bidders should list the incremental cost for adding the proposed benefit. If there are multiple enhancements, then duplicate the tab for Enhanced benefits for each proposed.
6. Bidders may use Supplemental Pricing for any optional services that are not included in the premium. Optional services that could be listed include an on-line reporting utility, ID card customization costs, etc. Include the basis for payment (PEPM, one-time fee, etc.) in the Basis for Payment column. Any increases in supplemental pricing for future years should be included in the Basis for Payment column.

Vision Plan Design

Benefit	Brief Description	Basic Plan	Premium Plan	non-Network
Examination	One per calendar year; two per calendar year for children up to age 18	$10 copayment	$10 copayment	Reimbursed up to $45
Lenses and Frames				
Lenses- single vision	Once every calendar year	$25 copayment per pair	$25 copayment per pair	Reimbursed up to $30 per pair
Lenses- bifocal	Once every calendar year	$25 copayment per pair	$25 copayment per pair	Reimbursed up to $50 per pair
Lenses- trifocal	Once every calendar year	$25 copayment per pair	$25 copayment per pair	Reimbursed up to $65 per pair
Lenses- lenticular	Once every calendar year	$25 copayment per pair	$25 copayment per pair	Reimbursed up to $100 per pair
Polycarbonate	Once every calendar year	100% coverage for children up to age 18	100% coverage for children up to age 18	Basic Plan - No coverage Premium Plan - Reimbursed up to $10 per pair
Anti-Reflective Coating	Once every calendar year	Discount applied to all lens options	$30 copayment per pair - Tier 1	Basic Plan - Cosmetic extras not covered. Premium Plan - Reimbursed up to $20 per pair - Tier 1
Progressive mulit-focal	Once every calendar year	Discount applied to all lens options	$50 copayment per pair - Tier 1	Basic Plan - Cosmetic extras not covered. Premium Plan - Reimbursed up to $25 per pair - Tier 1
Frames	Once every two calendar years for adults; once every calendar year for dependent children to age 18;	Up to $125 retail allowance + 20% discount on any remaining balance.	Up to $175 + 20% discount on any remaining balance	Reimbursed up to $70

Benefit	Brief Description	Basic Plan	Premium Plan	non-Network
Contact Lenses - Once every 12 months in lieu of eye glass lenses				
Elective lenses		Up to $125 retail allowance for contact lenses and 15% discount off conventional or 10% discount off disposable remaining balance	Up to $175 retail allowance for contact lenses and 15% discount off conventional or 10% discount off disposable remaining balance	Contact lenses, evaluation, design and fitting reimbursed up to $105
Medically necessary lenses		Additional costs covered at 100% with prior approval	Additional costs covered at 100%	Contact lenses, evaluation, design and fitting reimbursed up to $210
Fitting and Evaluation		$20 copayment for daily contact lenses; $30 copayment for extended contact lenses; $50 copayment for specialty contact lenses	$20 copayment for daily contact lenses; $30 copayment for extended contact lenses; $50 copayment for specialty contact lenses	Reimbursed up to: $20 for daily contact lenses; $30 for extended contact lenses; $30 for specialty contact lenses
Low Vision Aids				
Low Vision Aids Testing	Twice every 2 calendar years	Covered 100%	Covered 100%	Reimbursed up to $200
Low Vision Aids	Once every 2 calendar years	Reimbursed 75% of amount up to $1,000	Reimbursed 75% of amount up to $1,000	Reimbursed up to $500
Corrective Laser Surgery				
PRK		Maximum amount paid by member is $1,500 per eye	Maximum amount paid by member is $1,500 per eye	Not covered
LASIK		Maximum amount paid by member is $1,800 per eye	Maximum amount paid by member is $1,800 per eye	Not covered
Custom LASIK		Maximum amount paid by member is $2,300 per eye	Maximum amount paid by member is $2,300 per eye	Not covered
Other				
Cosmetic		Discount applied to all lens options	Discount applied to all lens options	Cosmetic extras not covered

Exhibit A-8
2024 MCHCP Vision RFP Pricing

Multiple Contractor Rates

	2024 Monthly Rate		2025 Monthly Rate		2026 Monthly Rate	
	Basic Plan	Premium Plan	Basic Plan	Premium Plan	Basic Plan	Premium Plan
Active Employees						
Employee Only						
Employee and Spouse						
Employee and Child(ren)						
Employee, Spouse and Child(ren)						
Retirees						
Retiree Only						
Retire and Spouse						
Retiree and Child(ren)						
Retiree, Spouse and Child(ren)						

Exhibit A-8
2024 MCHCP Vision RFP Pricing

Sole Contractor Rates

	2024 Monthly Rate		2025 Monthly Rate		2026 Monthly Rate	
	Basic Plan	Premium Plan	Basic Plan	Premium Plan	Basic Plan	Premium Plan
Active Employees						
Employee Only						
Employee and Spouse						
Employee and Child(ren)						
Employee, Spouse and Child(ren)						
Retirees						
Retiree Only						
Retire and Spouse						
Retiree and Child(ren)						
Retiree, Spouse and Child(ren)						

Exhibit A-8
2024 MCHCP Vision RFP Pricing

Description of Proposed Enhanced Benefit _____

Multiple Contractor Rates

	2024 Monthly Incremental Increase		2025 Monthly Incremental Increase		2026 Monthly Incremental Increase	
	Basic Plan	Premium Plan	Basic Plan	Premium Plan	Basic Plan	Premium Plan
Active Employees						
Employee Only						
Employee and Spouse						
Employee and Child(ren)						
Employee, Spouse and Child(ren)						
Retirees						
Retiree Only						
Retire and Spouse						
Retiree and Child(ren)						
Retiree, Spouse and Child(ren)						

Sole Contractor Rates

	2024 Monthly Incremental Increase		2025 Monthly Incremental Increase		2026 Monthly Incremental Increase	
	Basic Plan	Premium Plan	Basic Plan	Premium Plan	Basic Plan	Premium Plan
Active Employees						
Employee Only						
Employee and Spouse						
Employee and Child(ren)						
Employee, Spouse and Child(ren)						
Retirees						
Retiree Only						
Retire and Spouse						
Retiree and Child(ren)						
Retiree, Spouse and Child(ren)						

Exhibit A-8
2024 MCHCP Vision RFP Pricing

Supplemental Pricing

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

Exhibit A-9

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

CONTRACT # XXXX BETWEEN
MISSOURI CONSOLIDATED HEALTH CARE PLAN
AND VISION CONTRACTOR

This Contract is entered into by and between Missouri Consolidated Health Care Plan ("MCHCP") and _____ (hereinafter "Vision Contractor" or "Contractor") for the express purpose of providing fully insured vision plan(s) for State and Public Entity members pursuant to MCHCP's 2024 Vision RFP released March 6, 2023 (hereinafter "RFP").

1. GENERAL TERMS AND CONDITIONS

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

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 Contractor in response to the RFP, finalist negotiations, and implementation meetings:

   i. Pricing Pages
   ii. Business Associate Agreement
   iii. Confirmation Document
   iv. Performance Guarantees
   v. Certification of Compliance with State and Federal Employment Laws

SAMPLE

d. The original RFP, including any amendments, the mandatory terms of which are deemed accepted and confirmed by CONTRACTOR as evidenced by CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Contract.

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

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

SAMPLE

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

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

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

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

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

- CONTRACTOR, including its subcontractors, has the skills, qualifications, expertise, financial resources and experience necessary to perform the services described in the RFP, CONTRACTOR'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.
- CONTRACTOR 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.
- CONTRACTOR 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, CONTRACTOR currently has the capability to perform in accordance with the terms and conditions of this Contract.
- CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'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: 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 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. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR any authority related to this Contract except as authorized in writing by MCHCP. CONTRACTOR 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 Contractor on behalf of MCHCP regarding the services included within this Contract.

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

SAMPLE

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, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR's Obligations

2.1 Eligible Members: CONTRACTOR shall agree that eligible members are those employees, retirees and their dependents who are eligible as defined by applicable state and federal laws, rules and regulations, including revision(s) to such. MCHCP is the sole source in determining eligibility. CONTRACTOR shall not regard a member as terminated until CONTRACTOR receives an official termination notice from MCHCP.

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

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. 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

SAMPLE

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.

2.4 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 in 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.

2.5 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 CONTRACTOR being in breach of this Contract.

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2.6 Change in Laws: CONTRACTOR 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: 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.

2.7.1 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.

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)**, 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 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, 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.

2.7.4 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.

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

2.8 Indemnification: CONTRACTOR shall be responsible for and agrees to indemnify and hold harmless MCHCP from all losses, damages, expenses, claims, demands, suits, and actions

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brought by any party against MCHCP as a result of CONTRACTOR's, CONTRACTOR's employees, or CONTRACTOR'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 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.

2.10 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.

2.11 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.

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

2.13 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 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

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unchanged, shall not be considered to be an assignment hereunder. CONTRACTOR shall give MCHCP written notice of any such change of name.

2.14 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 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 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.

2.15 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.

2.16 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.

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2.17 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.

2.18 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.

3 MCHCP'S OBLIGATIONS

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

- Certification of eligibility;
- Enrollments (new, change and terminations) in an electronic format;
- Maintenance of individual eligibility and membership data;
- Payment of monies due CONTRACTOR;
- Coordination of open enrollment period; and
- Administration of COBRA regulations.

3.2 Eligibility: All determinations for coverage eligibility will be made by MCHCP. Effective and termination dates of plan participants will be determined by MCHCP. CONTRACTOR will be notified of enrollment changes through the carrier enrollment eligibility file, by telephone or by written notification from MCHCP. Eligibility and Enrollment periods will be determined by state regulations, 22 CSR 10-2.020 and 22 CSR 10-3.030. CONTRACTOR shall refer any and all questions received from members regarding eligibility or premiums to MCHCP.

3.3 Payment: CONTRACTOR shall agree that the monthly premium due the contractor will be self-billed and will be initiated for electronic payment via automated clearing house (ACH) on the twentieth of the month following the month of coverage. MCHCP will remit all payments and provide all associated reports electronically. CONTRACTOR shall have the right to audit appropriate MCHCP records to determine the accuracy of the monthly premium paid. Any discrepancies must be identified by CONTRACTOR within 90 days after receipt of the payment and such discrepancy must be submitted in writing to MCHCP. Failure to identify a discrepancy within the time frame stated shall be considered as acceptance of MCHCP's calculations, payment 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, 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

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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 ten (7) year post contract period. Delivery of and access to the records shall be at no cost to MCHCP.

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

4.3 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.

4.4 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. Also, CONTRACTOR must furnish all information necessary for MCHCP to comply with all state and/or federal regulations. To the extent described herein, CONTRACTOR shall give full and free access to all records to MCHCP and/or their authorized representatives.

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

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inspection(s) within thirty (30) calendar days of the close of the audit(s), review(s), or inspection(s).

4.6 Inspections: Upon notice from MCHCP, 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.

5 Scope of Work

5.1 Fully Insured Plan: The contractor shall provide a fully-insured vision plan(s) for eligible and enrolled State and Public Entity members in accordance with the provisions and requirements of this contract on behalf of MCHCP.

5.2 Level of Benefits: CONTRACTOR must administer the plan design presented in the RFP and attached as Exhibit X of this contract. Members shall not be required to pay any additional enrollment fees, application fees or other charges in addition to the monthly premium.

5.3 COBRA Coverage: CONTRACTOR shall comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA), Public Law 99-272, as amended, and provide the required maximum period of continuation coverage for eligible members. The contractor agrees that MCHCP will administer COBRA and will retain the additional 2 percent premium.

5.4 Single Sign On: CONTRACTOR must be able to support single sign-on from MCHCP's own Member Portal to the contractor's Member Portal utilizing Security Assertion Markup Language (SAML). MCHCP is willing to work with the contractor on the specifics of this requirement after the contract is awarded.

5.5 Website: CONTRACTOR must have a website that is updated regularly. The website must include the ability for MCHCP members to obtain current listings of active network providers and other information. The provider listing must be searchable, at a minimum, by zip code, specialty, and provider name. If MCHCP discovers that provider information contained at CONTRACTOR's website is inaccurate, MCHCP will notify the CONTRACTOR immediately. CONTRACTOR must correct inaccuracies within 10 days of being notified by MCHCP.

5.6 Appeals and Grievance Procedure: CONTRACTOR shall have the responsibility to perform a complete investigation of all complaints, grievances and appeals and make decisions regarding vision necessity and the provision of services or benefits. CONTRACTOR shall have a timely and organized system for resolving members' complaints and grievances in compliance with state and federal laws and regulations, as amended. If the member's grievance is not resolved to his or her satisfaction, the member has the right to a formal appeal to CONTRACTOR. CONTRACTOR's appeal process shall be in compliance with state and federal laws and regulations as amended.

5.7 Account Management: CONTRACTOR shall establish and maintain throughout the term of the contract an account management team that will work directly with MCHCP staff. This team must include, but is not limited to, a dedicated account executive, a customer service manager, clinical advisor, a person responsible for preparing the reports and an information technology

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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:

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

5.7.2 Be extremely responsive.

5.7.3 Be comprised of individuals with specialized knowledge of the contractor's networks, claims and eligibility systems, system reporting capabilities, claims adjudication policies and procedures, administrative services, and relations with third parties.

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

5.7.5 Act on behalf of MCHCP in cutting through the bureaucracy of the CONTRACTOR's organization. The account management team must be able to effectively advance the interest of MCHCP through CONTRACTOR's corporate structure.

5.7.6 CONTRACTOR agrees to provide MCHCP with at least 15 days advance notice of any material change to its account management and servicing methodology or to a personnel change in the contractor's account management and servicing team.

5.8 Meetings: MCHCP requires CONTRACTOR to meet with MCHCP staff and/or Board of Trustees as requested to discuss the status of the MCHCP account in terms of utilization patterns and costs, as well as propose new ideas that may benefit MCHCP and its members. CONTRACTOR is expected to present actual MCHCP claims experience and offer suggestions as to ways the benefit could be modified in order 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. CONTRACTOR must also present benchmark data by using the plan's entire book of business, a comparable client to MCHCP, or some other industry norm.

5.9 Customer Service: CONTRACTOR must provide a high quality and experienced customer service unit. CONTRACTOR's staff members must be fully trained in the MCHCP benefit design, and the contractor must have the ability to track and report performance in terms of telephone response time, call abandonment rate, and the number of inquiries made by type.

5.9.1 CONTRACTOR shall maintain a toll-free telephone line to provide prompt access for members and providers to qualified customer service personnel. At a minimum, customer service must be available between the hours of 8:00 a.m. and 5:00 p.m. CT Monday through Friday except for designated holidays.

5.9.2 CONTRACTOR must have a customer service unit in place to answer member inquiries regarding, but not limited to, network and benefit issues.

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5.9.3 CONTRACTOR shall refer any and all questions received from members regarding eligibility or premiums to MCHCP.

5.10 ID Cards: CONTRACTOR is responsible for developing, printing and mailing any necessary identification cards directly to the member's home. CONTRACTOR is responsible for these production and mailing costs.

5.11 Written Communications: CONTRACTOR shall agree that MCHCP reserves the right to review and approve all written communications and marketing materials developed and used by CONTRACTOR to communicate specifically with MCHCP members at any time during the contract period. This does not refer to items such as provider directories and plan-wide newsletters as long as they do not contain information on eligibility, enrollment, benefits, rates, etc., 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.).

5.12 Contracted Network: CONTRACTOR must have in place a contracted provider network which will offer access to all MCHCP members nationwide. The offered network must include a full range of general vision practitioners and vision specialists. CONTRACTOR is responsible for having a network available that can provide access to all covered services under this contract. Network providers will be responsible for obtaining all necessary pre-certifications, pre-authorizations, and filing claims for members. At a minimum, ninety percent (90%) of MCHCP members shall have access to a network general dentist provider within twenty (20) miles of their zip code.

5.13 Provider Listings: No provider may be listed on CONTRACTOR's website or distributed to the membership through the vision plan's customer service unit unless a signed contract is in place. In the event a plan provides incorrect information and a member seeks treatment based on that information, CONTRACTOR agrees to recognize and be financially responsible for any services rendered by that provider, under the terms of this contract, as if the provider had been under contract.

5.14 Provider Directories: CONTRACTOR must provide MCHCP members with a toll-free number to request provider directories. These directories must be mailed to the member within three business days of receipt of such request. CONTRACTOR bears all costs for printing and mailing these materials. CONTRACTOR is also required to provide this information via their web site.

5.15 Performance Standards: CONTRACTOR is obligated to follow the performance standards as outlined in Attachment iv of this contract.

5.16 Information Technology and Eligibility File: 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 technical contact that will provide support to MCHCP Information Technology Department for any EDI issues.

5.16.1 It is MCHCP's intent to send a transactional based eligibility file weekly and a periodic full eligibility reconciliation file. Contractor is expected to

SAMPLE

provide an audit report of this reconciliation for MCHCP review for accuracy.

5.16.2 MCHCP will provide a recommended data mapping for the 834 transaction set to the CONTRACTOR, and is willing to work with the contractor on any specific needs to insure accuracy and timeliness.

5.16.3 Within two business days after processing any eligibility related file, 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.

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

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

5.16.6 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.

5.16.7 The required method for all file transfer 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.

5.17 Implementation: CONTRACTOR and MCHCP must agree to a final implementation schedule within 30 days of the contract award. At a minimum, the timeline must include the required dates for the following activities:

- Testing of eligibility file;
- Acceptable date for final eligibility file;
- ID card production and distribution;
- Enrollment kit printing
- Testing of claim file to data warehouse Contractor

5.17.1 **Open Enrollment Customer Service Center:** CONTRACTOR must have a customer service unit in place to answer member inquiries. Note: Open enrollment is anticipated to be October 1-31, 2023 with coverage effective January 1, 2024. At a minimum, the customer service unit must be able to address network and benefit issues.

SAMPLE

5.17.2 Initial Eligibility File Testing: CONTRACTOR must work with MCHCP to develop a schedule for testing of the eligibility test record set on electronic media. MCHCP requires that the contractor accept and run an initial test record set no later than October 15, 2023. Results of the test must be provided to MCHCP by October 30, 2023. Final acceptance of all eligibility file formats and responses are expected no later than November 30th, 2023.

6 REPORTING

6.1 CONTRACTOR agrees that all data required by MCHCP shall be confidential and will not be public information. CONTRACTOR further agrees not to disclose this or similar information to any person or company, either directly or indirectly.

6.2 MCHCP reserves the right to retain a third party contractor (currently Merative) to receive claims-level data from 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 in the fulfillment of CONTRACTOR's duties under this contract, including the provision of data as specified without constraint on its use. CONTRACTOR further agrees to:

6.2.1 Provide claims, person-level capitation and utilization data to MCHCP and/or MCHCP's data Contractor in a format specified by MCHCP with the understanding that the data shall be owned by MCHCP;

6.2.2 Provide data in an electronic form and within a time frame specified by MCHCP;

6.2.3 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

6.2.4 This obligation continues for a period of one year following contract termination.

6.3 Quarterly and Annual Reports: CONTRACTOR shall submit standard reports to MCHCP on a quarterly and annual basis. (MCHCP and CONTRACTOR will negotiate the format and content upon award of this contract.) The reports shall be submitted to MCHCP quarterly and are due within 30 days of the end of the quarter reported. Annual reports are due within 45 days of the end of the year.

6.4 Call Reports: CONTRACTOR shall provide quarterly reports detailing customer service telephone answer time and abandonment. A sample of the bidder's standard reports must be submitted with the proposal. The reports shall be submitted to MCHCP quarterly and are due within 30 days of the end of the quarter reported.

6.5 Annual Customer Satisfaction Survey: At the request of MCHCP and at CONTRACTOR's expense, CONTRACTOR agrees to conduct an annual customer satisfaction survey, and provide MCHCP with all information and responses in connection therewith.

6.6 Ad Hoc Reports: At the request of MCHCP, CONTRACTOR shall submit additional ad hoc reports on information and data readily available to CONTRACTOR.

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6.7 Acceptance of Reports and Damages for Late Reports: MCHCP will determine the acceptability of all 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 Exhibit X, will be assessed.

7 CANCELLATION, TERMINATION OR EXPIRATION

7.1 MCHCP's rights Upon Termination or Expiration of Contract: If this Contract is terminated, MCHCP, in addition to any other rights provided under this Contract, may require 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.

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) 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 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.

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 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

SAMPLE

actual damages. The rights and remedies of MCHCP provided for in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

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

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

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EXHIBIT A-10
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") between the Missouri Consolidated Health Care Plan (hereinafter "Covered Entity" or "MCHCP") and Vision Insurer. (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 Vision RFP ("RFP") and under Contract *#2023-VIS-01*, 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 fully insured vision insurance 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 Vision Insurer 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 Vision Insurer.

"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;

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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	**Vision Insurer**
By: _____	By: _____
Title: Executive Director	Title: _____
Date: _____	Date: _____

Vision Questionnaire

MCHCP requires that you provide a concise response 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. 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)	
Corporate address	
Name of contact person for questions regarding this RFP response	
Telephone	
Email address	

2.2 How many years has your organization provided vision benefits to employer groups?

Number of years

2.3 How long has the company been in operation in Missouri?

Number of years

2.4 How many employer groups does your organization service for vision benefits administration?

Number of groups of 30,000 employees or more	
Number of groups of 20,000-29,999 employees	
Number of groups of 10,000-19,999 employees	
Number of groups less than 10,000 employees	

2.5 How many participants does your organization service for vision benefits administration?

Number of current members	
Number of new members last year (2022)	
Number of new members year to date (2023)	

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 (please explain)
- ◯ No

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

	Name of Insurance Carrier	Type of Coverage	Coverage Amount	Pertinent Exclusions
Insurer				
Insurer (2nd)				

2.8 Confirm you have uploaded a document to the Reference Files from Vendor section describing the insurance in force that your firm has 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 "Q2.8 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)

2.9 What has been the average premium rate increase in your book of business during each of the last three years?

	2020-21	2021-22	2022-23
Plan-wide	%	%	%
Public sector book	%	%	%

2.10 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			

2.11 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 References Files from Vendors section, and name the file "Q2.11 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.

2.12 Confirm you have uploaded two years of your organization's audited financial statements to the Reference Files from Vendor section. Name the file "Q2.12 Audited Financial Statements".

◯ Confirmed

◯ Not confirmed (please explain)

2.13 Confirm you have uploaded a document to the Reference Files from Vendor section confirming appropriate licensure by the State of Missouri. Name the document "Q2.13 State of Missouri License".

◯ Confirmed

◯ Not confirmed (please explain)

Account Management and Implementation

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

	Name	Location	Role for MCHCP	Brief work experience bio	Number of years at your organization	Number of years in their current role	Number of current members in accounts	Maximum number of accounts	Estimated percentage of time allocated to MCHCP
Account Management (Primary)									%
Account Management									%

(Secondary)									
Implementation (Primary)									%
Implementation (Secondary)									%

3.2 Confirm you have uploaded a detailed implementation plan that includes a high level overview and details on specific tasks, timelines and responsibilities. Upload the file to the Reference Files from Vendor section, and name the file "Q3.2 Implementation Plan".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

3.3 What services, support and information are needed from MCHCP in order to expedite implementation? Be specific.

Response

3.4 Confirm you have provided an organizational chart for the proposed account team, showing lines of authority up to and including the executive management level. Upload the document to the Reference Files from Vendor section, and name the document "Q3.4 Organizational Chart".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

3.5 Is there a link between the sales team coordinating this RFP, the implementation team and the account management team? If no, provide an explanation on how you ensure there is no miscommunication between them.

- ◯ Yes
- ◯ No (please explain)

3.6 Will your implementation team and account management team commit to 8 business hour acknowledgement of phone calls and/or emails?

- ◯ Yes
- ◯ No (please explain)

3.7 Confirm that you have provided a sample member communication packet and identification card, if applicable. Upload the file to the Reference Files from Vendor section, and name the file "Q3.7 Sample Communication Materials".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

Customer Service

4.1 Provide the following information about the Customer/Member Services Department(s) that would service the MCHCP account.

Location(s)

Days of operation

Hours of operation

Holidays observed

Number of customer/member services representatives assigned to MCHCP account

Number of other clients assigned customer/member services representatives are responsible for (average # per rep)

Experience level of staff (average # of yrs.)

4.2 Will you provide MCHCP with a dedicated Customer/Member Services team?

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

4.3 Given your expected capacity with your current business, what additional staff will you hire to service the

MCHCP account?

- ☐ Customer service representative (state how many)
- ☐ Other (describe and state how many)

4.4 What is the most recent annual turnover rate for your member services staff?

Percent %

4.5 Can Member Services Representatives provide assistance for selecting and/or locating network providers?

- ○ Yes
- ○ No (please explain)

4.6 Does your company provide member service support via a single, national toll-free telephone number?

- ○ Yes
- ○ No (please explain)

4.7 Are all calls documented and/or recorded?

	Yes (please describe)	No (please explain)
Documented	○	○
Recorded	○	○

4.8 For the most recently completed calendar year, provide the data requested below on the call center to be used for MCHCP:

	Average time to answer (in seconds)	Call abandonment rate	First call resolution rate
Company standard		%	%
Company actual 2022		%	%

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

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

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

- ☐ Access provider directory
- ☐ Verify eligibility
- ☐ Check claim status
- ☐ Request ID card
- ☐ Check status of maximums or limits
- ☐ Obtain a history of claims
- ☐ Map provider locations
- ☐ Other (please explain)

4.11 Provide the URL, a temporary ID and Password for members of the RFP review team to view the website available to members.

URL

ID

Password

4.12 If applicable, what is the ID card turnaround time (defined as the average number of business days between enrolling a new group/member and plan mailing ID cards to members) for each of the following:

- ☐ New contract

- [ ] Future plan years
- [ ] Newly eligible
- [ ] Member request
- [ ] Not applicable, plan does not issue ID cards

4.13 Provide your company's average response time for written inquiries to the most recently completed calendar year.

	Corporate standard (in days)	Actual results (in days)
Written inquiries		

4.14 Does your company conduct member satisfaction surveys?

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

4.15 Confirm that you have uploaded results from your most recent satisfaction survey in the Reference Files from Vendor section, and named the file "Q4.15 Satisfaction Survey Results".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

4.16 Confirm that you do not show the employee's Social Security Number (SSN) on printed materials (i.e. I.D. Cards, Explanation of Benefits).

- ◯ Confirmed
- ◯ Not confirmed (please explain)

4.17 Describe the complaint, grievance and appeal procedure available to members.

Response

Technology and Security

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

Customer Relation Management (CRM) (MM/YYYY)

Eligibility (MM/YYYY)

Claims (MM/YYYY)

Other (please describe)

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

Response

5.3 Briefly describe your disaster recovery protocols, procedures and back-up systems for your call center and claims processing center. Can you rapidly shift service to another center if needed? Include the projected time required for full restoration of services.

Call center

Claims processing center

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

Response

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

Response

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

Response

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

Response

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

Response

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

Response

5.10 Describe your process for addressing security breaches.

Response

5.11 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)

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

Response

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

Response

5.14 Are mobile apps available for use by your membership?

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

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

Response

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

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

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

Response

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

Response

5.19 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 "Q5.19 Reliability Metrics".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

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

Response

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

Response

5.22 Have you ever experienced a security breach involving PHI?

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

◯ No

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

Response

5.24 Please describe IT support structure to resolve issues.

Response

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

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

Reporting

6.1 Confirm that you have provided copies of your standard reporting package that will be made available to MCHCP. Upload the file to the Reference Files from Vendor section, and name the file "Q6.1 Sample Reports".

◯ Confirmed

◯ Not confirmed (please explain)

6.2 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 B4.4 to the Reference Files from Vendor section. Name the document "Q6.2 Customer Service Report".

◯ Confirmed

◯ Not confirmed (please explain)

6.3 Does your organization currently provide data to Merative or any other decision support system vendor on behalf of clients (check all that apply)?

☐ Merative

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

☐ No

6.4 Describe your experience and ability to provide claims-level data to third party vendors as described in Attachment 6.

Response

6.5 Do you have an internet-based reporting system that MCHCP will have access to?

◯ Yes, at no additional cost

◯ Yes, at an additional cost (indicate cost in Supplemental Pricing of Exhibit A-8l)

◯ No (please explain)

Claims Administration

7.1 Identify the claims office location proposed to service the MCHCP account. List all locations if more than one location will service the account.

Response

7.2 Provide the following information for the primary claim office facility that will service the MCHCP account:

Number of years in operation

Number of claims processed during the last calendar year

Average number of claims per processor per day

7.3 What percentage of claims transactions are adjudicated automatically (i.e. without manual intervention)?

Percentage %

7.4 For your Missouri membership, what percentage of claims were submitted electronically last year?

Percentage %

7.5 For the claim office proposed, what is the average number of working days for a paper claim to be processed (check issued) from the date of receipt?

Number of working days

7.6 How do you handle members' claims incurred for services rendered by out-of-network providers?

Response

7.7 Describe any claim edits in your system that allow claim processors to detect, deny and re-price inappropriate, inaccurate or fraudulent claims before such claims are paid.

Response

7.8 Does your system maintain COB information on claimants?

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

7.9 How frequently do you require updates to COB data?

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

Access to Services and Benefits

8.1 Describe the process a member would follow to access services?

Response

8.2 Do you monitor average wait times for members to obtain an appointment from the time the member calls to being seen? If so, what are your targeted and actual wait times (in calendar days)?

	Targeted	Actual (2022)	Do not track
Ophthalmologist	☐	☐	☐
Optometrist	☐	☐	☐

8.3 Describe any benefit pre-certification or vouchers that members are required to obtain before benefits are provided.

Response

8.4 Describe the components of a standard eye examination delivered by your network providers.

Response

8.5 Can employees access information regarding participating providers from the following (check all that apply):

- ☐ Plan's website

☐ Hard copy directories
☐ Via email
☐ Plan's call center

8.6 Do you offer a discounted arrangement for laser surgery performed to correct vision deficiencies?

◯ Yes (please describe)
◯ No

8.7 Are discounts available for items such as designer frames, special coatings, tints, etc.?

◯ Yes (please describe)
◯ No

8.8 What percentage of your ophthalmologist/optometrist offices maintains the ability to dispense eyewear?

Percentage %

8.9 Are network providers required to maintain a minimum supply of materials?

◯ Yes (please describe)
◯ No

8.10 Are there circumstances in which a participant's selection of eyewear is limited to a portion of the total supply?

◯ Yes (please describe)
◯ No

8.11 Is there a minimum percentage of fully-covered frames that providers are required to maintain in their frame inventory?

◯ Yes (provide percentage) %
◯ No (please explain)

8.12 Confirm you have provided a document describing any changes to plan designs you would recommend to MCHCP and why the change would benefit members and impact premium. Upload the file to the Reference Files from Vendor section, and name the file "Q8.12 Changes to Plan Design".

◯ Confirmed
◯ Not confirmed (please explain)

8.13 Confirm you have provided a document describing limitations (if any) for benefits offered in the proposed plan design. Upload the document to the Reference Files from Vendor section, and name the file "Q8.13 Benefit Limitations".

◯ Confirmed
◯ Not confirmed (please explain)

Provider Network

9.1 Confirm that you have uploaded access reports based on the required access standard of 1 provider within 20 miles. Bidders must utilize the enrollment file included as Attachment 3 of this RFP in producing these reports. Reports should be summarized at the county level, not by zip code or city, and separate reports must be provided for independent vs. retail practices. Upload the files to the Reference Files from Vendor section, and name the files "Q9.1 Access Reports".

	Confirmed	Not confirmed (please explain)
Summary of Employees with Access (retail practices)	◯	◯
Summary of Employees without Access (retail practices)	◯	◯
Summary of Employees with Access (independent practices)	◯	◯
Summary of Employees without Access (independent practices)	◯	◯

9.2 Confirm you have uploaded a provider network file to the Reference Files from Vendor section in the format

provided in Attachment 4. Include only those providers located in Missouri. Name the file "Q9.2 Provider Network".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

9.3 How many providers were added to your Missouri network in each of the last two years? How many were dropped in each of the last two years?

	Added in 2021	Dropped in 2021	Added in 2022	Dropped in 2022
Optometrists				
Ophthlamologists				

9.4 Are you willing to recruit additional providers in specific areas identified by MCHCP?

- ◯ Yes
- ◯ No (please explain)

9.5 Complete the following table regarding the number of retail vs. independent practices included in your Missouri network. Also include the percentage of practices that are accepting new patients.

	Number of practices	Percent accepting new patients
Retail practices		%
Independent practices		%

9.6 Do you monitor capacity for new patients as part of your credentialing and re-credentialing process?

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

9.7 Explain how you will ensure there is adequate capacity within your network if awarded this contract.

Response

9.8 In a typical network service area, on average, what percentage of available providers do you typically contract with? As an example, of all the optometrists in your service area, what percentage are included in your network?

Optometrists %

Ophthlamologists %

9.9 Are you anticipating a material change in network size during the next 18-24 months?

- ◯ Yes, an increase in network size (please explain)
- ◯ Yes, a decrease in network size (please explain)
- ◯ No

9.10 Provide the number and percentage of network providers with closed practices as of 1/1/2023.

Number of optometrists

Percent of optometrists %

Number of ophthlamologists

Percent of ophthlamologists %

9.11 Describe the credentialing process including information collected.

Response

9.12 Describe any differences between the initial credentialling process and the recredentialling process.

Response

9.13 Do you conduct provider network compliance inspections?

- ◯ Yes
- ◯ No (please explain)

9.14 How does your organization monitor the current licensure and "good standing" of network providers?

Response

9.15 Does the network you are proposing include providers in all 50 states? If not, what states do not have contracted providers?

- ◯ Yes
- ◯ No (list states with no providers)

9.16 How frequently do you update provider listings on your website?

- ◯ Daily
- ◯ Weekly
- ◯ Monthly
- ◯ Quarterly
- ◯ Other (please explain)

9.17 How may provider contracts be terminated and how much advance notice is required?

Response

9.18 How often are new providers added to your network?

Response

9.19 Do you notify affected members when a participating provider leaves the network? If so, how soon after the termination are they notified?

- ◯ Yes (please explain)
- ◯ No

9.20 Confirm you have uploaded samples of communications to providers to notify them of benefit changes and/or updates. Upload the document to the Reference Files from Vendor section, and name the file "Q9.20 Provider Communications".

- ◯ Confirmed
- ◯ Not confirmed (please explain)

Performance Guarantees

10.1 Account Management - Satisfaction. The following category will be measured and reported on Implementation and annually beginning January, 2024.

	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			$2,000 plus $0.10 PEPM	

10.2 Account Management - Responsiveness. The following category will be reported and measured quarterly beginning January, 2024.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Timely issues resolution by the account management team (e.g. issues resolvable by account management are acknowledged and responded to within 8 business hours and closed within a reasonable period of time)	Acknowledgement and response within 8 business hours			For each incident not acknowledged within 8 business hours, $500 plus $0.10 PEPM	

10.3 Member Service - Average response time. The following category will be measured and reported quarterly

beginning January, 2024.

	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 call to be answered by a live customer service representative	25 seconds or less			For each full second above standard, $2,000 plus $0.10 PEPM	

10.4 Member Service - Average abandonment rate. The following category will be measured and reported quarterly beginning January, 2024.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Percent of calls abandoned	< 2%			For each full percentage point above standard, $2,000 plus $0.10 PEPM	

10.5 Member Service - Response to members' written inquiries. The following category will be measured and reported quarterly beginning January, 2024.

	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 days within which written inquiries from members will be responded to	5 business days or less			For each business day above standard, $500 plus $0.10 PEPM	

10.6 Eligibility - Timeliness of Installations. The following category will be measured and reported quarterly beginning in January, 2024.

	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% within 24 hours			For each full hour beyond 24 hours, $500 plus $0.10 PEPM	

10.7 Eligibility - Accuracy of Installations. The following category will be reported and measured quarterly beginning January, 20124.

	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 100% accuracy. This standard is contingent upon receipt of clean eligibility data delivered in an agreed upon format.	100%			For each full percentage point below standard, $2,000 plus $0.10 PEPM	

10.8 ID Card Distribution (if applicable) - Initial/New Contract Year Distribution. The following category will be measured on implementation and each subsequent year.

	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 percent of all ID cards mailed one week prior to effective date			For each day after stated deadline, $500 plus $0.10 PEPM	

10.9 ID Card Distribution - Ongoing (if applicable). The following category will be reported and measured quarterly beginning January, 2024.

	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 percent of all ID cards mailed within 10 business days of receipt of eligibility file or request			For each day beyond the 10th business day, $500 plus $0.10 PEPM	

10.10 Implementation - The following categories will be measured at Implementation.

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum dollar amount at risk
Eligibility file is tested and loaded accurately prior to January 1, 2024	Testing completed by November 1, 2023		MCHCP will determine acceptability of testing	$2,000 plus $0.10 PEPM	
Contractor's customer service center is prepared to answer MCHCP member questions by October 1, 2023	Customer service center is operational and has been trained on MCHCP's benefit		MCHCP will determine contractor's readiness to address member questions	$2,000 plus $0.10 PEPM	

10.11 Reporting - The following categories will be reported and measured quarterly beginning January, 2024. 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, $2,000 plus $0.10 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, $2,000 plus $0.10 PEPM	
Data submission to MCHCP's data vendor must include 100 percent of all required financial fields	100%		MCHCP's data vendor will report to MCHCP	For each incident, $2,000 plus $0.10 PEPM	
Data submission to MCHCP's data vendor must include all required key fields (subscriber SSN, member DOB, and member gender)	100%		MCHCP's data vendor will report to MCHCP	For each incident, $2,000 plus $0.10 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, $2,000 plus $0.10 PEPM	

10.12 Reporting - The following categories will be measured and reported quarterly beginning January 1, 2024.

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum dollar amount at risk
Standard quarterly 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, $2,000 plus $0.10 PEPM	

Customer 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, $2,000 plus $0.10 PEPM	
Standard annual reporting must be submitted to MCHCP in the agreed upon format and within 60 days of end of the calendar year.	Due within 60 days of end of calendar year		MCHCP will determine acceptability of reports	For each day beyond deadline for submission, $2,000 plus $0.10 PEPM	

10.13 Monthly eligibility audit file - The following category will be measured and reported quarterly beginning January, 2024. Penalties will be applied for each month the contractor fails to meet this standard.

	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, $2,000 plus $0.10 PEPM	

10.14 Claims financial accuracy - The following category will be measured and reported quarterly beginning January, 2024.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum amount at risk
Percentage of claims processed free of financial error	>= 99%			$2,000 plus $0.10 PEPM for each full percentage point below standard	

10.15 Claims processing accuracy - The following category will be measured and reported quarterly beginning January, 2024.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum amount at risk
Percentage of claims processed correctly	>= 99%			$2,000 plus $0.10 PEPM for each full percentage point below standard	

10.16 Claim turnaround time - Network providers - The following category will be measured and reported quarterly beginning January, 2024.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum amount at risk
Percent of claims from network providers processed within 5 days	>= 95%			$2,000 plus $0.10 PEPM for each full percentage point below standard	

10.17 Claim turnaround time - Out of Network providers - The following category will be measured and reported quarterly beginning January, 2024.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum amount at risk
Percent of claims from non-network providers processed within 5 days	>= 95%			$2,000 plus $0.10 PEPM for each full percentage point below standard	

10.18 Network retention rate - The following category will be measured and reported annually beginning January, 2024.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum amount at risk
Network provider				$2,000 plus $0.10 PEPM	

retention rate (based on voluntary turnover)	>= 98%			for each full percentage point below standard	

10.19 Overall Satisfaction with contractor - The following category will be measured and reported quarterly beginning January, 2024.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum amount at risk
Percent of members rating contractor satisfactory or better	95%			$2,000 plus $0.10 PEPM for each full percentage point below standard	

10.20 Please indicate your willingness to submit your performance metrics results via an online tool.

- ◯ Confirmed
- ◯ Not Confirmed (please explain)

MBE-WBE Participation Commitment

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

11.1 MBE Participation Commitment 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		%	

11.2 WBE Participation Commitment 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		%	

References

12.1 Provide references for three current clients. If possible, use companies of similar size and needs as MCHCP. One reference must be a group that is currently being serviced by the proposed account manager. We will not contact these references without discussing it with you first; however, having information on references is crucial.

	Company Name	Contact Name	Phone Number	E-mail address	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							

12.2 Provide references for two clients who have terminated your services. If possible please 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 crucial.

	Company Name	Services provided by your organization	Number of Covered Employees	Number of years working with your organization	Reason for termination of relationship
Terminated Client #1					
Terminated Client #2					

Scope of Work

13.1 Confirm you will meet all General Requirements stated in Exhibit B, Section B1.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

13.2 Confirm you will meet all Eligibility Requirements stated in Exhibit B, Section B2.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

13.3 Confirm you will meet all requirements regarding Level of Benefits as stated in Exhibit B, Section B3.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

13.4 Confirm you will meet all Reporting Requirements stated in Exhibit B, Section B4.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

13.5 Confirm you agree with the payment terms as described in Exhibit B, Section B5.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

13.6 Confirm you will meet all General Service Requirements as stated in Exhibit B, Section B6.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

13.7 Confirm you will meet all Account Management requirements as stated in Exhibit B, Section B7.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

13.8 Confirm you will meet all Customer Service requirements as stated in Exhibit B, Section B8.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

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

- ◯ Confirmed
- ◯ Not confirmed (please explain)

13.10 Confirm you will meet all Implementation requirements as stated in Exhibit B, Section B10.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

13.11 Confirm you will meet all Contracted Network requirements as stated in Exhibit B, Section B11.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

Attachment Checklist

14.1 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.

- ☐ Q2.8 E&O insurance document
- ☐ Q2.11 Economic impact
- ☐ Q2.12 Audited financial statements
- ☐ Q2.13 State of Missouri license
- ☐ Q3.2 Implementation plan
- ☐ Q3.4 Organizational chart
- ☐ Q3.7 Sample communication materials
- ☐ Q4.15 Satisfaction survey results
- ☐ Q5.19 Reliability metrics
- ☐ Q6.1 Sample reports
- ☐ Q6.2 Customer service report
- ☐ Q8.12 Changes to plan design
- ☐ Q8.13 Benefit Limitations
- ☐ Q9.1 Access reports
- ☐ Q9.2 Provider network
- ☐ Q9.20 Provider communications

Mandatory Contract Provisions Questionnaire

Mandatory Contract Provisions

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

1.1 Term of Contract: The term of this Contract is for a period of one (1) year from January 1, 2024 through December 31, 2024. This Contract may be renewed for four (4) additional one-year periods at the sole option of the MCHCP Board of Trustees. Prices for Years 1-3 must be submitted with this RFP. The submitted pricing arrangement for the first year (January 1 - December 31, 2024) is a firm, fixed price. The submitted prices for the subsequent (2nd - 3rd) years of the contract period (January 1 - December 31, 2025 and January 1 - December 31, 2026 respectively) are guaranteed not-to-exceed maximum prices and are subject to negotiation. 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 rinal will be negotiated if necessary prior to award); (2) amendments to the executed Contract; (3) The completed and uploaded Exhibits set forth in this RFP; and (4) This Request for Proposal.

- ◯ Confirmed
- ◯ Not confirmed (please explain)

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

- ◯ Confirmed
- ◯ Not confirmed (please explain)

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

- ◯ Confirmed
- ◯ Not confirmed (please explain)

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

- ◯ Confirmed
- ◯ Not confirmed (please explain)

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

○ Confirmed
○ Not confirmed (please explain)

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

○ Confirmed
○ Not confirmed (please explain)

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

○ Confirmed
○ Not confirmed (please explain)

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

○ Confirmed
○ Not confirmed (please explain)

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

○ Confirmed
○ Not confirmed (please explain)

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

○ Confirmed
○ Not confirmed (please explain)

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

○ Confirmed
○ Not confirmed (please explain)

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

○ Confirmed
○ Not confirmed (please explain)

1.14 Notices: All notices, demands, requests, approvals, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other during the

course of this contract shall be in writing and shall be made by personal delivery or by overnight delivery, prepaid, to the other party at a designated address or to any other persons or addresses as may be designated by notice from one party to the other. Notices to MCHCP shall be addressed as follows: Missouri Consolidated Health Care Plan, ATTN: Executive Director, P.O. Box 104355, Jefferson City, MO 65110-4355.

- ○ Confirmed
- ○ Not confirmed (please explain)

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

- ○ Confirmed
- ○ Not confirmed (please explain)

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

- ○ Confirmed
- ○ Not confirmed (please explain)

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

- ○ Confirmed
- ○ Not confirmed (please explain)

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

- ○ Confirmed
- ○ Not confirmed (please explain)

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

- ○ Confirmed
- ○ Not confirmed (please explain)

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

- ○ Confirmed
- ○ Not confirmed (please explain)

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

- ○ Confirmed

○ Not confirmed (please explain)

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

○ Confirmed

○ Not confirmed (please explain)

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

○ Confirmed

○ Not confirmed (please explain)

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

○ Confirmed

○ Not confirmed (please explain)

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

○ Confirmed

○ Not confirmed (please explain)

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

○ Confirmed

○ Not confirmed (please explain)

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

○ Confirmed

○ Not confirmed (please explain)

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

○ Confirmed

○ Not confirmed (please explain)

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

○ Confirmed

○ Not confirmed (please explain)

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

○ Confirmed

○ Not confirmed (please explain)

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

○ Confirmed

○ Not confirmed (please explain)

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

○ Confirmed

○ Not confirmed (please explain)

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

○ Confirmed

○ Not confirmed (please explain)

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

○ Confirmed

○ Not confirmed (please explain)

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

○ Confirmed

○ Not confirmed (please explain)

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

○ Confirmed

○ Not confirmed (please explain)

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

○ Confirmed

○ Not confirmed (please explain)

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

○ Confirmed

○ Not confirmed (please explain)

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

○ Confirmed

○ Not confirmed (please explain)

1.40 Contractor Expenses: Contractor will pay and will be solely responsible for Contractor's travel expenses and out-of-pocket expenses incurred in connection with providing the services. Contractor will be

responsible for payment of all expenses related to salaries, benefits, employment taxes, and insurance for its staff.

○ Confirmed
○ Not confirmed (please explain)

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

○ Confirmed
○ Not confirmed (please explain)

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

○ Confirmed
○ Not confirmed (please explain)

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

○ Confirmed
○ Not confirmed (please explain)

1.44 Disclosure of Material Events: Contractor agrees to immediately disclose any of the following to MCHCP to the extent allowed by law for publicly traded companies: (*) Any material adverse change to the financial status or condition of Contractor; (*) Any merger, sale or other material change of ownership of Contractor; (*) Any conflict of interest or potential conflict of interest between Contractor's engagement with MCHCP and the work, services or products that Contractor is providing or proposes to provide to any current or prospective customer; and (1) Any material investigation of Contractor by a federal or state agency or self-regulatory organization; (2) Any material complaint against Contractor filed with a federal or state agency or

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

- ○ Confirmed
- ○ Not confirmed (please explain)

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

- ○ Confirmed
- ○ Not confirmed (please explain)

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

- ○ Confirmed
- ○ Not confirmed (please explain)

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

- ○ Confirmed
- ○ Not confirmed (please explain)

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

- ○ Confirmed
- ○ Not confirmed (please explain)

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

- ○ Confirmed

○ Not confirmed (please explain)

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

○ Confirmed

○ Not confirmed (please explain)

Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2024 Vision RFP
March 17, 2023

These responses are provided by MCHCP to questions received from potential bidders for the 2024 Vision RFP.

	Question	Response
1	Please confirm you consider Puerto Rico to be onshore, since technically it is a US territory.	MCHCP does not consider Puerto Rico to be onshore for this contract. Please detail what obligations under the contract are provided in Puerto Rico on Exhibit A-3 Proposed Bidder Modifications for evaluation whether an exception could be granted.
2	Please provide us with current enrollment counts by tier by plan.	Please see attached document.
3	Please provide clarification with regard to what Attachment 6 (Vision claim file layout) is referring to.	Attachment 6 is a sample claim file layout that represents the fields that should be included on the monthly claim file to be sent to MCHCP's data warehouse contractor, Merative. See Exhibit B (Scope of Work), Section B4.2 for additional information on this requirement. Question 6.4 of the Vision Questionnaire asks for the bidder's experience in providing this type of data.
4	Please confirm that MCHCP incurs $0 claim costs for all progressive lenses. If not, what is the base cost incurred for progressives?	For all progressive lenses, NVA reimburses the provider up to the trifocal amount ($52) and the member then pays either a copayment or a discounted amount based on the plan they are enrolled. Progressive lens information is included below & on the attached benefit summaries. <u>Basic Plan</u> Progressives Tier 1 (Standard) $50 discounted fee Progressives Tier 2 (Standard) $80 discounted fee Progressives Tier 3 (Premium) $100 discounted fee Progressives Tier 4 (Premium) $120 discounted fee Progressives Tier 5 (Ultra) $140 discounted fee Progressives Tier 6 (Ultra) $165 discounted fee Progressives Tier 7 (Ultra) $190 discounted fee Progressives Tier 8 (Ultra) 20% discount off R&C <u>Premium Plan</u> Progressives Tier 1 (Standard) Covered 100% after $50 copayment Progressives Tier 2 (Standard) $80 discounted fee Progressives Tier 3 (Premium) $100 discounted fee Progressives Tier 4 (Premium) $120 discounted fee Progressives Tier 5 (Ultra) $140 discounted fee Progressives Tier 6 (Ultra) $165 discounted fee Progressives Tier 7 (Ultra) $190 discounted fee Progressives Tier 8 (Ultra) 20% discount off R&C

Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2024 Vision RFP
March 17, 2023

	Question	Response
5	Exhibit A-3 Bidder's Proposed Modifications asks us to clearly identify by subsection number any exceptions to the Request for Proposal (RFP) provisions and include an explanation as to why the bidder cannot comply with the specific provision. Are we to identify all RFP exceptions on this form or only those that apply to the Mandatory Contract Provisions?	All requested modifications by the bidder should be outlined in Exhibit A-3.
6	Please provide the Vision Certificate/SPD, with a full description of coverages, exclusions, limitations, etc.	Please see attached.
7	Please provide utilization for progressives Tiers 1-8.	This benefit was first implemented Jan. 1, 2023; therefore, there has been limited utilization to date.
8	Please provide an indicator in the eligibles and/or enrollees file that identifies the plan design (basic/premium) that the member is tied to.	An updated Attachment 3 that includes the vision plan of the member has been made available to all potential bidders that have submitted a completed Exhibit A-2 Limited Data Use Agreement.
9	In order to consider providing a quote in a multi-carrier scenario, we need to know the following: a. Is it the intent of MCHCP to have each carrier offer dual options, or would one carrier offer the basic plan and one carrier offer the premium plan? b. If each carrier is to offer a dual choice plan, is MCHCP open to allowing one of the carriers to offer plans not requested (or plans that include enhancements), rather than adhering to the requested plan designs?	Each contractor would offer both plan designs. If the bidder would like to propose alternative options, MCHCP would like to hear from the bidder what the proposed offering would be. Please provide an explanation of the offering proposed along with proposed rates. However, please be aware that MCHCP retains the right to reject the proposed alternative option.
10	The following comment appears in the experience: "Incurred claims include a reserve IBNR (Incurred but not Reported)." Are the monthly claims shown on a paid basis or an incurred basis? If incurred with IBNR adjustment, is it possible to obtain monthly claims on a paid basis?	The monthly claims for 2022 are shown on an incurred basis since there were claims from the second half of last year that had not been submitted. Monthly claims on a paid basis will not be provided.

Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2024 Vision RFP
March 17, 2023

	Question	Response
11	Have there been any plan changes in the last few years?	1/1/2022- Polycarbonates not reimbursed OON (basic & premium plan); Standard AR Coating and Progressives not reimbursed OON (premium plan); Provide the following fixed discount pricing: 1) Blue light blocker discounts to network retail prices: a)Standard – up to $40 or 20% off (whichever is less); b) Premium – up to $60 or 20% off (whichever is less); c) Ultra – up to $150 or 20% (whichever is less) 2) Retinal Imaging: $39 1/1/2023- Underwriter Change – moved from NGL to FSL; modified lens options INN (basic) i.Progressive tiers was $50/$100 now Tiers 1-8 – Modified and still covering Standard Progressives Tier 1 100% after a $50 copayment in Premium Plan. We never covered Premium Progressives within the benefit and it was always a set discounted fee. Progressive Tiers 2-8 are set up with discounted fees. ii.AR Coating tiers was $40 now Tiers 1-5 - Modified and still covering Standard AR Coating Tier 1 100% after a $30 copayment in Premium Plan. AR Coating Tiers 2-5 are set up with discounted fees; Low Vision Aids Testing reimbursed up to $200 OON (Basic & premium); Low Vision Aids reimbursed up to $500 OON (Basic & Premium); Enhancements to non-par benefits as follows: a. Polycarbonate lenses for under age 18 – member reimbursement would be up to $10 on both the Standard and Premium plans b. Standard AR Coating – member contribution would be up to $20 on the Premium plan c. Standard Progressives – member contribution would be up to $25 on the Premium plan
12	Are there currently separate rates for active and retired employees, and for different plans?	Yes. Please see Page 3 of the Introduction and Instructions document for active employee and retiree rates by plan.

Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2024 Vision RFP
March 17, 2023

	Question	Response
13	Have there been any plan changes form 1-1-21 to date? If so, please provide details and effective dates of change.	1/1/2022- Polycarbonates not reimbursed OON (basic & premium plan); Standard AR Coating and Progressives not reimbursed OON (premium plan); Provide the following fixed discount pricing: 1) Blue light blocker discounts to network retail prices: a)Standard – up to $40 or 20% off (whichever is less); b) Premium – up to $60 or 20% off (whichever is less); c) Ultra – up to $150 or 20% (whichever is less) 2) Retinal Imaging: $39 1/1/2023- Underwriter Change – moved from NGL to FSL; modified lens options INN (basic) i.Progressive tiers was $50/$100 now Tiers 1-8 – Modified and still covering Standard Progressives Tier 1 100% after a $50 copayment in Premium Plan. We never covered Premium Progressives within the benefit and it was always a set discounted fee. Progressive Tiers 2-8 are set up with discounted fees. ii.AR Coating tiers was $40 now Tiers 1-5 - Modified and still covering Standard AR Coating Tier 1 100% after a $30 copayment in Premium Plan. AR Coating Tiers 2-5 are set up with discounted fees; Low Vision Aids Testing reimbursed up to $200 OON (Basic & premium); Low Vision Aids reimbursed up to $500 OON (Basic & Premium); Enhancements to non-par benefits as follows: a. Polycarbonate lenses for under age 18 – member reimbursement would be up to $10 on both the Standard and Premium plans b. Standard AR Coating – member contribution would be up to $20 on the Premium plan c. Standard Progressives – member contribution would be up to $25 on the Premium plan
14	Please describe in detail what services are required to be onshore (e.g., claims processing, member touchpoints, customer touchpoints, provider touchpoints, IT services, other).	The requirements described in the RFP are required to be onshore.
15	Please provide the current performance guarantees.	Please see attached.
16	Please confirm current and proposed rates exclude commissions.	Confirmed.
17	Please confirm Willis Towers Watson is BOR on the case.	MCHCP does not have a broker of record for this procurement.
18	Please confirm the current benefit administration method.	MCHCP maintains an enrollment system for employees and retirees to select the vision plan. Plan selections are then sent to the Contractor through an eligibility file as described in the RFP.

Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2024 Vision RFP
March 17, 2023

	Question	Response
19	The vision enrollment file does not indicate whether the member is currently enrolled in the Basic or Premium plan. Can this be added to the file, or can you please provide the enrollment counts by tier (MI, MS, MC, MF) for each plan?	An updated Attachment 3 that includes the vision plan of the member has been made available to all potential bidders that have submitted a completed Exhibit A-2 Limited Data Use Agreement.
20	If MCHCP chooses to award multiple contracts, will both companies be offering both plan designs selected? For example, will both companies be able to offer the Basic and Premium plan designs.	Each contractor would offer both plan designs. If the bidder would like to propose alternative options, MCHCP would like to hear from the bidder what the proposed offering would be. Please provide an explanation of the offering proposed along with proposed rates. However, please be aware that MCHCP retains the right to reject the proposed alternative option.
21	During open enrollment will each employee/retiree be required to actively select their carrier and plan choice (i.e. no default option)?	The Board of Trustees has not yet made a decision regarding passive versus active enrollment.
22	What will the opportunity be to communicate with prospective enrollees?	The opportunity for marketing will be negotiated after contract award.

Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2024 Vision RFP
March 17, 2023

	Question	Response
23	Has MCHCP made any plan changes to either of the vision plans in the last few years and if so, can you outline the changes made and the year the change was implemented?	1/1/2022- Polycarbonates not reimbursed OON (basic & premium plan); Standard AR Coating and Progressives not reimbursed OON (premium plan); Provide the following fixed discount pricing: 1) Blue light blocker discounts to network retail prices: a)Standard – up to $40 or 20% off (whichever is less); b) Premium – up to $60 or 20% off (whichever is less); c) Ultra – up to $150 or 20% (whichever is less) 2) Retinal Imaging: $39 1/1/2023- Underwriter Change – moved from NGL to FSL; modified lens options INN (basic) i.Progressive tiers was $50/$100 now Tiers 1-8 – Modified and still covering Standard Progressives Tier 1 100% after a $50 copayment in Premium Plan. We never covered Premium Progressives within the benefit and it was always a set discounted fee. Progressive Tiers 2-8 are set up with discounted fees. ii.AR Coating tiers was $40 now Tiers 1-5 - Modified and still covering Standard AR Coating Tier 1 100% after a $30 copayment in Premium Plan. AR Coating Tiers 2-5 are set up with discounted fees; Low Vision Aids Testing reimbursed up to $200 OON (Basic & premium); Low Vision Aids reimbursed up to $500 OON (Basic & Premium); Enhancements to non-par benefits as follows: a. Polycarbonate lenses for under age 18 – member reimbursement would be up to $10 on both the Standard and Premium plans b. Standard AR Coating – member contribution would be up to $20 on the Premium plan c. Standard Progressives – member contribution would be up to $25 on the Premium plan
24	The vision experience file shows Vision Claims Paid. There is also a note that Incurred Claims include a reserve IBNR (incurred but not reported). The report doesn't show Incurred Claims, it shows Paid Claims. Can you please confirm that the Paid Claims do not include IBNR? If the paid claims do include IBNR, can we get a report that shows just Paid Claims?	The data provided on the first tab of Attachment 5 includes IBNR for 2022 claims. Tabs 2 and 3 are paid claims without IBNR.
25	Would it be possible for you to provide the vision claims experience for 2019 and 2020?	Claims experience for 2019 and 2020 will not be provided.
26	Is there currently fully insured coverage for Premium Progressive lenses or is it just a part of the discount program?	All Premium Progressive Lenses, NVA reimburses the provider up to the trifocal amount ($52) and the member then pays either a copayment or a discounted amount based on the plan they are enrolled in (Basic or Premium).

Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2024 Vision RFP
March 17, 2023

	Question	Response
27	If there are any plan deviations between the current plans and the plans being quoted, should this be reported in Exhibit A-3? If not, how should this be noted?	Yes, any changes in the plans quoted should be requested in Exhibit A-3.
28	We noticed that there is a question in the Dental RFP (9.1) that asks: Is the proposed network(s) provided by the bidder or through a partnership arrangement? This is not asked on the Vision RFP. Was it your intent to include it? Will you be adding it to the RFP questionnaire?	The question will be included in follow-up questions issued to the bidders.

Missouri Consolidated Health Care Plan
Vision Subscriber Enrollment
March, 2023

	Basic Plan	Premium Plan
Active Employees		
Employee Only	5,058	11,197
Employee and Spouse	1,019	3,194
Employee and Child(ren)	1,593	4,103
Employee, Spouse and Child(ren)	1,274	3,234
Subtotal	8,944	21,728
Retirees		
Retiree Only	1,584	4,076
Retire and Spouse	825	2,213
Retiree and Child(ren)	78	199
Retiree, Spouse and Child(ren)	100	193
Subtotal	2,587	6,681
Total	11,531	28,409

NVA Performance Guarantees

Performance Guarantee	Standard	Guarantee	Measurement Process	Minimum Amt at Risk	Maximum Dollar Amt at Risk
Account Management - Satisfaction. The following category will be measured and reported on Implementation and annually beginning January, 2019.	Contractor guarantees MCHCP's satisfaction with account management services	Satisfactory or better	NVA will jointly develop and maintain an Account Management report card with MCHCP which will be completed by designated MCHCP representatives. The first report card will be available one month after implementation and annually thereafter. NVA will achieve an average score of 3 or higher each quarter.	$2,000 plus $0.10 PEPM	15000.00
Account Management - Responsiveness. The following category will be reported and measured quarterly beginning January, 2019.	Timely issues resolution by the account management team (e.g. issues resolvable by account management are acknowledged and responded to within 8 business hours and closed within a reasonable period of time)	Acknowledgement and response within 8 business hours	NVA will track all MCHCP issues in terms of time notice was received, resolution time and subject. This statistic will be included within the quarterly report card. Tracking logs can be provided to MCHCP upon request.	For each incident not acknowledged within 8 business hours, $500 plus $0.10 PEPM	10000.00
Member Service - Average response time. The following category will be measured and reported quarterly beginning January, 2019.	Average number of seconds for call to be answered by a live customer service representative	25 seconds or less	Initially, all incoming calls to NVA's call center will be answered with a customized MCHCP greeting by our IVR system. Callers can select to use automated options or to speak to a customer service representative 24/7/365. Our phone system monitors the time from when a member chooses to speak to a live representative and when that call is answered by a representative.	For each full second above standard, $2,000 plus $0.10 PEPM	10000.00

Performance Guarantee	Standard	Guarantee	Measurement Process	Minimum Amt at Risk	Maximum Dollar Amt at Risk
Member Service - Average abandonment rate. The following category will be measured and reported quarterly beginning January, 2019.	Percent of calls abandoned	< 3%	Abandonment rate of 3% or less will be monitored by our phone system (excluding calls terminated by the caller in less than 15 seconds). This statistic is tracked daily on our phone system, and results will be included within the quarterly report card.	For each full percentage point above standard, $2,000 plus $0.10 PEPM	10000.00
Member Service - Response to members' written inquiries. The following category will be measured and reported quarterly beginning January, 2019.	Average number of days within which written inquiries from members will be responded to	5 business days or less	NVA will track and file all written inquiries from MCHCP members. Tracking will include the date of receipt, date of resolution and date of response. Tracking logs will be available to MCHCP on a quarterly basis.	For each business day above standard, $500 plus $0.10 PEPM	10000.00
Eligibility - Timeliness of Installations. The following category will be measured and reported quarterly beginning in January, 2019.	Electronic eligibility files will be installed and eligibility status will be effective within an average of 24 hours of receipt.	95% within 24 hours	NVA will track the number of electronic eligibility files received each quarter along with average number of hours to be installed and eligibility status to be effective. These statistics will be included within the quarterly report card.	For each full hour beyond 24 hours, $500 plus $0.10 PEPM	10000.00
Eligibility - Accuracy of Installations. The following category will be reported and measured quarterly beginning January, 2019.	Electronic eligibility records loaded with 100% accuracy. This standard is contingent upon receipt of clean eligibility data delivered in an agreed upon format.	100%	NVA will track the number of electronic eligibility files received each quarter along with average number of hours to be installed and eligibility status to be effective. These statistics will be included within the quarterly report card.	For each full percentage point below standard, $2,000 plus $0.10 PEPM	10000.00
ID Card Distribution (if applicable) - Initial/New Contract Year Distribution. The following category will be measured on implementation and each subsequent year.	ID cards mailed no later than one week prior to effective date of each year	100 percent of all ID cards mailed one week prior to effective date	After electronic eligibility file is received, it will be tested; as long as data is clean, it will be loaded into our system. ID cards will generate and be printed. ID cards will be replaced in member packets and mailed out 5 business days prior to the effective date.	For each day after stated deadline, $500 plus $0.10 PEPM	15000.00

Performance Guarantee	Standard	Guarantee	Measurement Process	Minimum Amt at Risk	Maximum Dollar Amt at Risk
ID Card Distribution - Ongoing (if applicable). The following category will be reported and measured quarterly beginning January, 2019.	ID cards mailed within 10 business days of receipt of eligibility data (for monthly changes) or request for replacement card	100 percent of all ID cards mailed within 10 business days of receipt of eligibility file or request	All electronic eligibility files will be date stamped on the date received. NVA will also track card production and mailing times for all MCHCP ID cards produced from monthly change files for individual requests. On a quarterly basis, NVA will report the time elapsed between ID card requests/monthly change files and ID card production and mailing.	For each day beyond the 10th business day, $500 plus $0.10 PEPM	15000.00
Reporting - The following categories will be reported and measured quarterly beginning January, 2019. Penalties will be applied for each month the contractor fails to meet these standards.	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, $2,000 plus $0.10 PEPM	10000.00
	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, $2,000 plus $0.10 PEPM	10000.00
	Data submission to MCHCP's data vendor must include 100 percent of all required financial fields	100%	MCHCP's data vendor will report to MCHCP	For each incident, $2,000 plus $0.10 PEPM	10000.00
	Data submission to MCHCP's data vendor must include all required key fields (subscriber SSN, member DOB, and member gender)	100%	MCHCP's data vendor will report to MCHCP	For each incident, $2,000 plus $0.10 PEPM	10000.00
	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, $2,000 plus $0.10 PEPM	10000.00
Reporting - The following categories will be measured and reported quarterly beginning January 1, 2019.	Standard quarterly 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, $2,000 plus $0.10 PEPM	10000.00

Performance Guarantee	Standard	Guarantee	Measurement Process	Minimum Amt at Risk	Maximum Dollar Amt at Risk
	Customer 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, $2,000 plus $0.10 PEPM	10000.00
	Standard annual reporting must be submitted to MCHCP in the agreed upon format and within 60 days of end of the calendar year.	Due within 60 days of end of calendar year	MCHCP will determine acceptability of reports	For each day beyond deadline for submission, $2,000 plus $0.10 PEPM	10000.00
Monthly eligibility audit file - The following category will be measured and reported quarterly beginning January, 2019. Penalties will be applied for each month the contractor fails to meet this standard.	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, $2,000 plus $0.10 PEPM	10000.00
Claims financial accuracy - The following category will be measured and reported quarterly beginning January, 2019.	Percentage of claims processed free of financial error	>= 99%	NVA will audit a representative sample of MCHCP claims annually as agreed upon with MCHCP.	$2,000 plus $0.10 PEPM for each full percentage point below standard	10000.00
Claims processing accuracy - The following category will be measured and reported quarterly beginning January, 2019.	Percentage of claims processed correctly	>= 99%	NVA will audit a representative sample of MCHCP claims annually as agreed upon with MCHCP.	$2,000 plus $0.10 PEPM for each full percentage point below standard	10000.00
Claim turnaround time - Network providers - The following category will be measured and reported quarterly beginning January, 2019.	Percent of claims from network providers processed within 5 days	>= 95%	NVA will track percentage on a quarterly basis. This statistic will be included within the quarterly report card.	$2,000 plus $0.10 PEPM for each full percentage point below standard	10000.00
Claim turnaround time - Out of Network providers - The following category will be measured and reported quarterly beginning January, 2019.	Percent of claims from non-network providers processed within 5 days	>= 95%	NVA will track percentage on a quarterly basis. This statistic will be included within the quarterly report card.	$2,000 plus $0.10 PEPM for each full percentage point below standard	10000.00
Network retention rate - The following category will be measured and reported annually beginning January, 2019.	Network provider retention rate (based on voluntary turnover)	>= 98%	NVA will track and report the MCHCP provider network voluntary retention rate on an annual basis.	$2,000 plus $0.10 PEPM for each full percentage point below standard	10000.00

Performance Guarantee	Standard	Guarantee	Measurement Process	Minimum Amt at Risk	Maximum Dollar Amt at Risk
Overall Satisfaction with contractor - The following category will be measured and reported quarterly beginning January, 2019.	Percent of members rating contractor satisfactory or better	95%	Survey, in form acceptable to MCHCP and NVA, will be conducted by NVA on a monthly basis from an agreed upon sample of MCHCP members who have used their vision benefit in-network. Quarterly results will be included within the following quarterly report card.	$2,000 plus $0.10 PEPM for each full percentage point below standard	15000.00

National Vision Administrators, L.L.C.

Your NVA Vision Benefit Summary

my health. my choice. myMCHCP

Effective 01/01/2014
Revised 01/01/2023
Group Number# 8490

Schedule of Vision Benefits (Basic)

Benefit Frequency	Participating Provider	Non-Participating Provider
Examination① Once Every Calendar Year	▪ Covered 100% After $10 copay	Reimbursed Amount ▪ Up to $45
Lenses Once Every Calendar Year	Standard Glass or Plastic	
▪ Single Vision ▪ Bifocal ▪ Trifocal ▪ Lenticular	▪ Covered 100% After $25 copay	▪ Up to $30 ▪ Up to $50 ▪ Up to $65 ▪ Up to $100
▪ Polycarbonates (under age 18)	▪ Covered 100%	▪ Up to $10
Frame Under 18 Once Every Calendar Year Age 18 & over Once Every Two Calendar Years	Retail Allowance ▪ Up to $125② (20% discount off balance)*	▪ Up to $70
Contact Lenses Once Every Calendar Year	In lieu of Lenses	In lieu of Lenses
Elective Contact Lenses	▪ Up to $125 Retail③ (15% discount (Conventional) or 10% discount (Disposable) off balance)**	▪ Up to $105
Fit/Follow-Up*** Standard Daily Wear	▪ Covered 100% after $20 copay	▪ Up to $20
Standard Extended Wear	▪ Covered 100% after $30 copay	▪ Up to $30
Specialty Wear	▪ Covered 100% after $50 copay	▪ Up to $30
Medically Necessary****	▪ Covered 100%	▪ Up to $210
Low Vision Aids**** Low Vision Aids Testing Twice Every Two Calendar Years	▪ Covered 100%	▪ Up to $200
Low Vision Aids Once Every Two Calendar years	▪ 75% of amount up to $1000	▪ Up to $500

How Your Vision Care Program Works

Eligible dependents under age 18 are entitled to receive a vision examination and one (1) pair of lenses and a frame or contact lenses and contact lens evaluation/fitting once every calendar year. Eligible members and dependents age 18 & over are entitled to receive a vision examination and one (1) pair of lenses once every calendar year and a frame once every two calendar years or contact lenses and contact lens evaluation/fitting once every calendar year.

For your convenience, at the start of the program, you will receive two identification cards with participating providers in your zip code area listed on the back. At the time of your appointment, simply present your NVA identification card to the provider or indicate that your benefit is administered by NVA. The provider will contact NVA to verify eligibility. A vision claim form is not required at an NVA participating provider.
Be sure to inform the provider of your medical history and any prescription or over-the-counter (OTC) medications you may be taking.

To verify your benefit eligibility prior to calling or visiting your eye care professional, please visit our website at www.e-nva.com or download our mobile app by searching NVA Vision, or contact NVA's Customer Service Department toll-free at 1.800.672.7723 (TDD line 1-888-820-2990) or NVA's Interactive Voice Response (IVR). Customer Service is available 24 hours a day, 7 days a week, 365 days a year. Any question any time.

If you are not a registered subscriber, you can still search our providers online by selecting the "Find a Provider" link on our home page. Enter group number 8490000101 or the group number on the identification card and enter in your search parameters. It's that easy!

*Does not apply to Wal-Mart / Sam's Club locations or for certain proprietary brands. **Does not apply to Wal-Mart/Sam's Club, Contact Fill (NVA Mail Order) or certain locations at: Target, Sears, Pearle, & K-Mart and may be prohibited by some manufacturers. ***Only covered if you choose Contact Lenses. ****Pre-approval from NVA required.

①Children under age 18 are eligible for two examinations during the benefit period.
② Frames up to $55 EDLP price point at Wal-Mart/Sam's Club locations.
③ Contact Lenses up to $92 EDLP price point at Wal-Mart/Sam's Club locations.

Fixed prices/courtesy discount do not apply at Walmart/Sam's Club locations.
Lens options purchased from a participating NVA provider will be provided to the member at the amounts listed in the fixed option pricing list below:

- $75 Polarized
- $30 Blended Bifocal (Segment)
- $40 Blue Light Blocker (Standard)
- $60 Blue Light Blocker (Premium)
- $150 Blue Light Blocker (Ultra)
- $12 Fashion Gradient
- $20 Glass Photogrey (Single Vision)
- $30 Glass Photogrey (Multi-Focal)
- $55 High Index
- $12 Ultraviolet Coating

$25 Polycarbonate (Single Vision) 18 & over
$30 Polycarbonate (Multi-Focal) 18 & over
$10 Scratch-Resistant Coating (Standard)
$65 Transitions Single Vision (Standard)
$70 Transitions Multi-Focal (Standard)
$10 Solid Tint
$40 AR Coating – Tier 1
$50 AR Coating – Tier 2
$65 AR Coating – Tier 3
$80 AR Coating – Tier 4

20% discount AR Coating – Tier 5
$50 Progressive Tier -1
$80 Progressive – Tier 2
$100 Progressive – Tier 3
$120 Progressive – Tier 4
$140 Progressive – Tier 5
$165 Progressive – Tier 6
$190 Progressive – Tier 7
20% discount Progressive – Tier 8
$39 Retinal Screening

Get a Better View

For lens options & services purchased from a participating NVA provider, NVA members will only pay the fixed maximum amount or the provider's Usual and Customary (U&C) charge less 20%, whichever is less. Options not listed will be priced by NVA providers at 20% off the Provider's Retail (U&C) price. Fixed prices are available in-network only. Discounts are not insured benefits. In certain states, members may be required to pay the full retail amount and not the negotiated discount amount at certain participating providers. Some optometrist affiliated with Optical Retail locations (i.e., Walmart, Visionworks, etc.) are independent providers and may not participate in the NVA program.

Participating providers are not contractually obligated to offer sale prices in addition to outlined coverage. Regardless of medical or optical necessity, vision benefits are not available more frequently than specified in your policy.

Plan Specific Details Online: The NVA website is easy to use and provides the most up to date information for program participants:
-Locate a nearby participating provider by name, zip code, or City/State, Verify eligibility for you or a dependent
-View benefit program and specific detail, Review claims, Print ID cards (when applicable), Nominate a non-participating provider to join the NVA network

Examinations: The comprehensive exam includes case history, examination for pathology or anomalies, visual acuity (clearness of vision), refraction, tonometry (glaucoma test) and dilation (if professionally indicated).

Lenses: NVA provides coverage in full for standard glass or plastic eyeglass lenses.

Frames: Select any frame from the participating provider's inventory. Any amount in excess of your plan allowance is the member's responsibility. Frame choices vary from office to office. (Visit NVA's website to view the Benefit maximizer Program)

Contact Lenses: The contact lens benefit includes all types of contact lenses such as hard, soft, gas permeable and disposable lenses. Medically necessary contact lenses includes fitting and follow up and may be covered with prior authorization when prescribed for: post cataract surgery, correction of extreme visual acuity problems that cannot be corrected to 20/70 with spectacle lenses, Anisometropia or Keratoconus.

Non-Participating Providers: You will be responsible for one hundred percent (100%) of the cost at the time of service at a non-participating provider. You can request a claim form from NVA via the website www.e-nva.com or you may submit receipts along with a letter containing the member's full name, patient's full name, address, ID# and sponsoring organization to NVA, P.O. Box 2187, Clifton, NJ 07015.

Laser Eye Surgery: NVA has chosen **The National LASIK Network** to serve their members. This network was developed by **LCA Vision** in 1999 and is one of the largest panels of LASIK surgeons in the U.S. Members are entitled to significant discounts and a free initial consultation with all in-network providers.

Low Vision Aids: Low Vision means acuity or visual field loss that cannot be corrected with regular Eyeglass Lenses. Low Vision Testing means the evaluation, diagnosis and prescription of Low Vision Aids by an Optometrist or Ophthalmologist who specializes in Low Vision rehabilitation. Low Vision Testing does not include orthoptics or vision training. Low Vision Aids means supplemental aids that are prescribed as a result of Low Vision Testing. Low Vision Aids include, but are not limited to, reading telescopes, closed circuit TV reading systems, magnifiers, and bioptic eyewear. Conventional glasses or contacts are not considered Low Vision Aids.

Discounts: In addition to your funded benefit you are eligible to access the **EyeEssential® Plan discount** (in Network Only) on additional purchases during the plan period. Please see table for more detail regarding NVA's discount plan:

*Discount is not applicable to mail order; however, you may get even better pricing on contact lenses through Contact Fill.

Your NVA EyeEssential® Plan Discount – In Network Only

Service	Participating Provider	Lens Options
	Member Cost:	
Eye Examination:	Retail Less $10	$12 Solid Tint/ Gradient Tint
		$50 Standard Progressive Lenses
Contact Lens Fitting:	Retail Less 10%	$75 Polarized Lenses
		$65 Transitions Single Vision Standard
Lenses:	Glass or Plastic	$70 Transitions Multi-Focal Standard
Single Vision	$35.00	$15 Standard Scratch Coating
Bifocal	$55.00	$12 UV Coating
Trifocal or Lenticular	$70.00	$35 Polycarbonate
		$45 Standard Anti-Reflective
Frame:	Retail Less 35%	
Contact Lenses*:	**Member Cost:**	
Conventional	Retail Less 15%	
Disposable	Retail Less 10%	

Lens options purchased from a participating NVA provider will be provided to the member at the amounts listed in the fixed option price list above.

Options not listed will be priced by NVA providers at 20% off the Provider's Retail (U&C) price.

Wal-Mart / Sam's Club stores do not provide additional discounts.

Some optometrist affiliated with Optical Retail locations (i.e., Walmart, Visionworks, etc.) are independent providers and may not participate in the NVA program.

At NVA, We Work Only for Our Clients.

The proposed vision insurance program is insured through Fidelity Security Life Insurance Company (FSL) Kansas City, MO. Fidelity Security Life Insurance Company brings over 45 years of underwriting experience in the insurance industry since 1969.
Fidelity Security Life Insurance Company has been rated A (Excellent), based on an analysis of financial position and operating performance, by A.M. Best Company, an independent analyst of the insurance industry, For the latest rating, access www.ambest.com.

Some provisions benefits, exclusions or limitations listed herein may vary depending on your state of residence.
Exclusions: The following benefits are not payable under this Policy for services or materials connected with or charges arising from (unless otherwise indicated in the Proposed Schedule of Benefits): Aniseikonic Lenses; Subnormal visual aids; Orthoptics, vision training, and any associated supplemental testing; Broken, lost or stolen lenses, contact lenses, or frames will not be replaced except in the next Benefit Frequency when Vision Materials would next become available; Services or materials provide as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof; Services rendered after the date an insured Person ceases to be covered under the policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order; Corrective eyewear required by an employer as a condition of employment, and safety eyewear unless specifically covered under plan; Medical and/or surgical treatment of the eye, eyes or supporting structures; Two pair of glasses in lieu of bifocals; Plano (non-prescription) lenses; non-prescription sunglasses
Limitations: Fees charged by a Provider for services other than a covered benefit must be paid in full by the Insured Person to the Provider, such fees or materials are not covered under the Policy. For Contact Lenses, any remaining balance may be used within the same Benefit Frequency. Where the Insured Person previously utilized an In-Network Provider, the remaining balance must be used with the same or any other In-Network Provider. Where the Insured Person previously utilized an Out-of-Network Provider, the remaining balance must be used with the same or any other Out-of-Network Provider.

National Vision Administrators, L.L.C. ▫ PO Box 2187 ▫ Clifton, NJ 07015
Web: www.e-nva.com ▫ Toll-Free: 1.800.672.7723
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This document is intended as a program overview only and is not a certified document of the individual plan parameters.

Policy Nos. VC-108, VC-109, VC-110; Form NOS. M-9142, M-9143, M-9144, M-9167

National Vision Administrators, L.L.C.

Your NVA Vision Benefit Summary

my health. my choice. myMCHCP

Effective 01/01/2014
Revised 01/01/2023
Group Number# 8490

Schedule of Vision Benefits (Premium)

Benefit Frequency	Participating Provider	Non-Participating Provider
Examination① Once Every Calendar Year	▪ Covered 100% After $10 copay	Reimbursed Amount ▪ Up to $45
Lenses Once Every Calendar Year	Standard Glass or Plastic	
▪ Single Vision	▪ Covered 100% After $25 copay	▪ Up to $30
▪ Bifocal		▪ Up to $50
▪ Trifocal		▪ Up to $65
▪ Lenticular		▪ Up to $100
▪ Polycarbonates (under age 18)	▪ Covered 100%	▪ Up to $10
▪ AR Coating – Tier 1	▪ $30 copayment	▪ Up to $20
▪ Progressives – Tier 1	▪ $50 copayment	▪ Up to $25
Frame Under 18 Once Every Calendar Year Age 18 & over Once Every Two Calendar Years	Retail Allowance ▪ Up to $175② (20% discount off balance)*	▪ Up to $70
Contact Lenses Once Every Calendar Year	In lieu of Lenses	In lieu of Lenses
Elective Contact Lenses	▪ Up to $175 Retail③ (15% discount (Conventional) or 10% discount (Disposable) off balance)**	▪ Up to $105
Fit/Follow-Up***		
Standard Daily Wear	▪ Covered 100% after $20 copay	▪ Up to $20
Standard Extended Wear	▪ Covered 100% after $30 copay	▪ Up to $30
Specialty Wear	▪ Covered 100% after $50 copay	▪ Up to $30
Medically Necessary****	▪ Covered 100%	▪ Up to $210
Low Vision Aids** **Low Vision Aids Testing** Twice Every Two Calendar Years	▪ Covered 100%	▪ Up to $200
Low Vision Aids Once Every Two Calendar years	▪ 75% of amount up to $1000	▪ Up to $500

How Your Vision Care Program Works

Eligible dependents under age 18 are entitled to receive a vision examination and one (1) pair of lenses and a frame or contact lenses and contact lens evaluation/fitting once every calendar year. Eligible members and dependents age 18 & over are entitled to receive a vision examination and one (1) pair of lenses once every calendar year and a frame once every two calendar years or contact lenses and contact lens evaluation/fitting once every calendar year.

For your convenience, at the start of the program, you will receive two identification cards with participating providers in your zip code area listed on the back. At the time of your appointment, simply present your NVA identification card to the provider or indicate that your benefit is administered by NVA. The provider will contact NVA to verify eligibility. A vision claim form is not required at an NVA participating provider.
Be sure to inform the provider of your medical history and any prescription or over-the-counter (OTC) medications you may be taking.

To verify your benefit eligibility prior to calling or visiting your eye care professional, please visit our website at www.e-nva.com or download our mobile app by searching NVA Vision, or contact NVA's Customer Service Department toll-free at 1.800.672.7723 (TDD line 1-888-820-2990) or NVA's Interactive Voice Response (IVR). Customer Service is available 24 hours a day, 7 days a week, 365 days a year. Any question any time.

If you are not a registered subscriber, you can still search our providers online by selecting the "Find a Provider" link on our home page. Enter group number 8490000301 or the group number on the identification card and enter in your search parameters. It's that easy!

*Does not apply to Wal-Mart / Sam's Club locations or for certain proprietary brands. **Does not apply to Wal-Mart/Sam's Club, Contact Fill (NVA Mail Order) or certain locations at: Target, Sears, Pearle, & K-Mart and may be prohibited by some manufacturers. ***Only covered if you choose Contact Lenses. ****Pre-approval from NVA required.

①Children under age 18 are eligible for two examinations during the benefit period.
② Frames up to $77 EDLP price point at Wal-Mart/Sam's Club locations.
③ Contact Lenses up to $129 EDLP price point at Wal-Mart/Sam's Club locations.

Fixed prices/courtesy discount do not apply at Walmart/Sam's Club locations.
Lens options purchased from a participating NVA provider will be provided to the member at the amounts listed in the fixed option pricing list below:

- $75 Polarized
- $30 Blended Bifocal (Segment)
- $40 Blue Light Blocker (Standard)
- $60 Blue Light Blocker (Premium)
- $150 Blue Light Blocker (Ultra)
- $12 Fashion Gradient
- $20 Glass Photogrey (Single Vision)
- $30 Glass Photogrey (Multi-Focal)
- $55 High Index
- $12 Ultraviolet Coating
- $25 Polycarbonate (Single Vision) 18 & over
- $30 Polycarbonate (Multi-Focal) 18 & over
- $10 Scratch-Resistant Coating (Standard)
- $65 Transitions Single Vision (Standard)
- $70 Transitions Multi-Focal (Standard)
- $10 Solid Tint
- $50 AR Coating – Tier 2
- $65 AR Coating – Tier 3
- $80 AR Coating – Tier 4
- 20% discount AR Coating – Tier 5
- $80 Progressive – Tier 2
- $100 Progressive – Tier 3
- $120 Progressive – Tier 4
- $140 Progressive – Tier 5
- $165 Progressive – Tier 6
- $190 Progressive – Tier 7
- 20% discount Progressive – Tier 8
- $39 Retinal Screening

VC-1088490

Get a Better View

For lens options & services purchased from a participating NVA provider, NVA members will only pay the fixed maximum amount or the provider's Usual and Customary (U&C) charge less 20%, whichever is less. Options not listed will be priced by NVA providers at 20% off the Provider's Retail (U &C) price. Fixed prices are available in-network only. Discounts are not insured benefits. In certain states, members may be required to pay the full retail amount and not the negotiated discount amount at certain participating providers. Some optometrist affiliated with Optical Retail locations (i.e., Walmart, Visionworks, etc.) are independent providers and may not participate in the NVA program.

Participating providers are not contractually obligated to offer sale prices in addition to outlined coverage. Regardless of medical or optical necessity, vision benefits are not available more frequently than specified in your policy.

Plan Specific Details Online: The NVA website is easy to use and provides the most up to date information for program participants:
-Locate a nearby participating provider by name, zip code, or City/State, Verify eligibility for you or a dependent
-View benefit program and specific detail, Review claims, Print ID cards (when applicable), Nominate a non-participating provider to join the NVA network

Examinations: The comprehensive exam includes case history, examination for pathology or anomalies, visual acuity (clearness of vision), refraction, tonometry (glaucoma test) and dilation (if professionally indicated).

Lenses: NVA provides coverage in full for standard glass or plastic eyeglass lenses.

Frames: Select any frame from the participating provider's inventory. Any amount in excess of your plan allowance is the member's responsibility. Frame choices vary from office to office. (Visit NVA's website to view the Benefit maximizer Program)

Contact Lenses: The contact lens benefit includes all types of contact lenses such as hard, soft, gas permeable and disposable lenses. Medically necessary contact lenses includes fitting and follow up and may be covered with prior authorization when prescribed for: post cataract surgery, correction of extreme visual acuity problems that cannot be corrected to 20/70 with spectacle lenses, Anisometropia or Keratoconus.

Non-Participating Providers: You will be responsible for one hundred percent (100%) of the cost at the time of service at a non-participating provider. You can request a claim form from NVA via the website www.e-nva.com or you may submit receipts along with a letter containing the member's full name, patient's full name, address, ID# and sponsoring organization to NVA, P.O. Box 2187, Clifton, NJ 07015.

Laser Eye Surgery: NVA has chosen **The National LASIK Network** to serve their members. This network was developed by **LCA Vision** in 1999 and is one of the largest panels of LASIK surgeons in the U.S. Members are entitled to significant discounts and a free initial consultation with all in-network providers.

Low Vision Aids: Low Vision means acuity or visual field loss that cannot be corrected with regular Eyeglass Lenses. Low Vision Testing means the evaluation, diagnosis and prescription of Low Vision Aids by an Optometrist or Ophthalmologist who specializes in Low Vision rehabilitation. Low Vision Testing does not include orthoptics or vision training. Low Vision Aids means supplemental aids that are prescribed as a result of Low Vision Testing. Low Vision Aids include, but are not limited to, reading telescopes, closed circuit TV reading systems, magnifiers, and bioptic eyewear. Conventional glasses or contacts are not considered Low Vision Aids.

Discounts: In addition to your funded benefit you are eligible to access the **EyeEssential® Plan discount** (in Network Only) on additional purchases during the plan period. Please see table for more detail regarding NVA's discount plan:

*Discount is not applicable to mail order; however, you may get even better pricing on contact lenses through Contact Fill.

Your NVA EyeEssential® Plan Discount – In Network Only

Service	Participating Provider	Lens Options
	Member Cost:	
Eye Examination:	Retail Less $10	$12 Solid Tint/ Gradient Tint
		$50 Standard Progressive Lenses
Contact Lens Fitting:	Retail Less 10%	$75 Polarized Lenses
		$65 Transitions Single Vision Standard
Lenses:	Glass or Plastic	$70 Transitions Multi-Focal Standard
Single Vision	$35.00	$15 Standard Scratch Coating
Bifocal	$55.00	$12 UV Coating
Trifocal or Lenticular	$70.00	$35 Polycarbonate
		$45 Standard Anti-Reflective
Frame:	Retail Less 35%	
Contact Lenses*:	**Member Cost:**	
Conventional	Retail Less 15%	
Disposable	Retail Less 10%	

Lens options purchased from a participating NVA provider will be provided to the member at the amounts listed in the fixed option price list above.

Options not listed will be priced by NVA providers at 20% off the Provider's Retail (U&C) price.

Wal-Mart / Sam's Club stores do not provide additional discounts.

Some optometrist affiliated with Optical Retail locations (i.e., Walmart, Visionworks, etc.) are independent providers and may not participate in the NVA program.

At NVA, We Work Only for Our Clients.

The proposed vision insurance program is insured through Fidelity Security Life Insurance Company (FSL) Kansas City, MO. Fidelity Security Life Insurance Company brings over 45 years of underwriting experience in the insurance industry since 1969.

Fidelity Security Life Insurance Company has been rated A (Excellent), based on an analysis of financial position and operating performance, by A.M. Best Company, an independent analyst of the insurance industry, For the latest rating, access www.ambest.com.

Exclusions: The following benefits are not payable under this Policy for services or materials connected with or charges arising from (unless otherwise indicated in the Proposed Schedule of Benefits): Aniseikonic Lenses; Subnormal visual aids; Orthoptics, vision training, and any associated supplemental testing; Broken, lost or stolen lenses, contact lenses, or frames will not be replaced except in the next Benefit Frequency when Vision Materials would next become available; Services or materials provide as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof; Services rendered after the date an insured Person ceases to be covered under the policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order; Corrective eyewear required by an employer as a condition of employment, and safety eyewear unless specifically covered under plan; Medical and/or surgical treatment of the eye, eyes or supporting structures; Two pair of glasses in lieu of bifocals; Plano (non-prescription) lenses; non-prescription sunglasses
Limitations: Fees charged by a Provider for services other than a covered benefit must be paid in full by the Insured Person to the Provider, such fees or materials are not covered under the Policy. For Contact Lenses, any remaining balance may be used within the same Benefit Frequency. Where the Insured Person previously utilized an In-Network Provider, the remaining balance must be used with the same or any other In-Network Provider. Where the Insured Person previously utilized an Out-of-Network Provider, the remaining balance must be used with the same or any other Out-of-Network Provider.

National Vision Administrators, L.L.C. ▫ PO Box 2187 ▫ Clifton, NJ 07015
Web: www.e-nva.com ▫ Toll-Free: 1.800.672.7723
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This document is intended as a program overview only and is not a certified document of the individual plan parameters.

COUNCIL 13 AFSCME UNION LABEL

Policy Nos. VC-108, VC-109, VC-110; Form NOS. M-9142, M-9143, M-9144, M-9167

Missouri Consolidated Health Care Plan
Response to Vendor Questions
2024 Vision RFP
March 27, 2023

This response is provided by MCHCP to an additional question received from a potential bidder for the 2024 Vision RFP.

	Question	Response
1	MCHCP has requested a fully-insured bid for vision benefit plans. For a typical insured plan, a BAA would not be executed as the vision insurer is the Covered Entity under HIPAA, not a Business Associate. Entering into a BAA introduces confusion about the respective responsibilities and obligations of the parties. Please confirm the BAA will be required as part of the contracting process and if required, MCHCP's willingness to negotiate terms to mitigate conflicting obligations for the selected insurer(s).	MCHCP recognizes that a fully insured plan brings different nuances to the table; however MCHCP, as a covered entity itself, must not inappropriately share information. MCHCP is willing to negotiate the BAA to best reflect this unique relationship. Please include any suggested edits in a redlined version of the sample BAA as part of your bid.