



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

Judith Muck, *Executive Director*

February 16, 2018

TO: Invited Vendors

FROM: Judith Muck, Executive Director

RE: Request for Proposal for Dental Services

Missouri Consolidated Health Care Plan (MCHCP) will be working with DirectPath, an online request for proposal (RFP) system, in the marketing of the 2019 MCHCP Dental RFP for a January 1, 2019 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 dental 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 dental program.

In addition, MCHCP offers a dental 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 dental plan enrollment is nearly 43,000 subscribers (over 81,000 lives). MCHCP's total health plan enrollment is over 53,500 subscribers (over 96,000 lives). MoDOT covers approximately 4,800 employees (over 12,000 lives), MSHP covers approximately 2,200 employees (6,000 lives), and MDC has approximately 1,400 employees (3,600 lives).

Current public entity dental enrollment is approximately 350 subscribers (480 lives). Total public entity health plan enrollment is nearly 800 subscribers (over 1,000 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, 2019, with not-to-exceed pricing for plan years beginning January 1 of 2020 and 2021. Pricing for plan years beginning January 1 of 2022 and 2023 will be negotiated.

Current Contract

MCHCP's current contracts with Delta Dental will expire on 12/31/18. 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 Insurance, Financial Institutions and Professional Registration (DIFP). 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 Truven Health Analytics) on a monthly basis. Bidders may be required to demonstrate the ability to provide such data before a contract award is made.
- Size and Experience – The bidder must currently provide dental 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 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 dental provider network capable of delivering benefits as described in the stated plan design. 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 30, 2018, as outlined in the timeline of events for this RFP. Late proposals will not be accepted. MCHCP reserves the right to modify a deadline or extend a deadline for all bidders at its discretion.
- 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.

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 DirectPath system). The Intent to Bid is due at 4 p.m. CT, Friday, March 9, 2018.

Use of DirectPath

During this RFP process you will find DirectPath's internet-based application offers an opportunity to streamline information exchange. We are confident your organization will find the process straight forward and user-friendly. DirectPath 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. DirectPath will assign a unique user name, 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, DirectPath 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 DirectPath by way of a provider contact spreadsheet, e-mailed directly to you by DirectPath. There is no cost to use the DirectPath system.

System Training

DirectPath offers all participants of a DirectPath-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 in order to realize the full benefit of the application. In addition to this self-help option, DirectPath's experienced support personnel will offer an application overview via a web-cast session.

DirectPath support is also available Monday through Friday from 8 a.m. to 6 p.m. ET to help with any technical or navigation issues that may arise. The toll-free number for DirectPath is 800-979-9351. Support can also be reached by e-mail at support@directpathhealth.com.

Key Event Information

Online RFP Released	Monday, March 5, 2018 8 a.m. CT (9 a.m. ET)
Intent to Bid Due	Friday, March 9, 2018 4 p.m. CT (5 p.m. ET)
Bidder Question Submission Deadline	Monday, March 12, 2018 4 p.m. CT (5 p.m. ET)
MCHCP Responses to Submitted Questions	Friday, March 16, 2018 4 p.m. CT (5 p.m. ET)
All Questionnaires and Pricing due	Friday, March 30, 2018 4 p.m. CT (5 p.m. ET)

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

We look forward to working with you throughout this process.

	Benefit
Plan Provisions	
Annual Deductible	\$50 per person; does not apply to diagnostic and preventive services
Annual Maximum	\$1,000 per person per calendar year benefit period
Waiting Period	12-month waiting period for Major Services. Waiting period is waived with proof of 12 month continuous dental coverage for major services immediately prior to effective date of coverage in MCHCP's dental plan
Out of Network	Coverage limited to lesser of billed charges or the applicable maximum network plan allowance.
Diagnostic and Preventive Services	
Examinations	100% coverage; dental exams (all types), x-rays, cleanings and fluoride treatment do not apply to the individual plan maximum; coverage limited to two exams per calendar year
Prophylaxes (teeth cleaning)	100% coverage for teeth cleaning, scaling and polishing, including periodontal maintenance visits; dental exams, x-rays, cleanings and fluoride treatment do not apply to the individual plan maximum; coverage limited to two per calendar year. Two additional cleanings per year for members who are pregnant, diabetic, have a suppressed immune system or have a history of periodontal therapy.
Fluoride	100% coverage for topical fluoride application for patients up to 14 years of age once per calendar year; dental exams, x-rays, cleanings and fluoride treatment do not apply to the individual plan maximum
Bitewing Radiographs (x-rays)	100% coverage; dental exams, x-rays, cleanings and fluoride treatment do not apply to the individual plan maximum; coverage limited to one set per calendar year
Sealants	100% coverage for all eligible participants; limited to caries-free occlusal surfaces of the first and second permanent molars once in five calendar years
Brush Biopsy	100% coverage for brush biopsy to detect oral cancer
Basic and Restorative	
Emergency Palliative Treatment	20% coinsurance after deductible; minor procedures to temporarily reduce or eliminate pain
Space Maintainers	20% coinsurance after deductible; space maintainers that replace prematurely lost teeth of eligible dependent children up to age 14 once in five calendar years, except for accidental injuries
Simple Extractions	20% coinsurance after deductible; routine removal (through use of forceps) of tooth structure, minor smoothing of socket bone, and closure
Minor Restorative Services (fillings)	20% coinsurance after deductible; fillings that use amalgam, synthetic porcelain, and plastic material once per two calendar years unless accidental injury
Periapical X-Ray	20% coinsurance after deductible as required
Full Mouth X-rays	20% coinsurance after deductible; includes panoramic film with or without other films, as well as multiple x-rays on the same date of service once every 5 years
Major Services	
Oral Surgery	50% coinsurance after deductible; includes surgical extractions, such as the cutting of gingiva and bone when removing tooth
Periodontics	50% coinsurance after deductible; treatment for gum disease and bone supporting the teeth. Periodontal surgery covered only once in a three year period for the same site. Therapy covered once per two calendar years.
Endodontics	50% coinsurance after deductible; root canal filling and pulpal therapy; covered once per two calendar years per tooth; re-treatment of the same tooth is allowed when performed by a different dental office
Prosthetics	50% coinsurance after deductible for bridges, dentures and partials once per seven calendar years; an alternate benefit allowance (based on cost) will be provided for a fixed bridge
Major Restorative Services	50% coinsurance after deductible; new or replacement crown, jacket, labial veneer, inlay or onlay on or for a particular tooth will only be provided once in seven years, unless the damage to that tooth was caused by an accidental injury not related to the normal function of a tooth or teeth
General Anesthesia	50% coinsurance after deductible; general anesthesia in conjunction with covered surgical procedures
Dentures	50% coinsurance after deductible for repairs and relines
Implants	50% coinsurance after deductible once per seven calendar years per tooth; includes related bone grafts

2019 MCHCP Dental RFP Pricing

Instructions

	Notes
Premium	Bidders must propose a firm fixed monthly premium for CY2019 and not-to-exceed monthly premiums for CY2020 and CY2021 for State employees/retirees and Public Entity employees/retirees.
Sole Contractor	Bidders must use the worksheets labeled "Sole Contractor" to indicate premiums if only one contract is awarded.
Multiple Contractors	Bidders must use the worksheets labeled "Multiple Contractors" to indicate premiums if more than one contract is awarded.
Renewal	Renewal pricing for future contract years is due no later than May 15 of the prior year.
COBRA	For each COBRA participant, the additional 2 percent of total monthly premium will be permanently retained by MCHCP.
Supplemental Pricing	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.
Supplemental Pricing	Any increases in supplemental pricing for future years should be included in the Basis for Payment column.

State Rates - Sole Contractor

	2019 Monthly Rate	2020 Monthly Rate	2021 Monthly Rate
Active Employees			
Employee Only			
Employee + Spouse			
Employee + Child(ren)			
Employee + Family			
Retiree			
Employee Only			
Employee + Spouse			
Employee + Child(ren)			
Employee + Family			

State Rates - Multiple Contractors

	2019 Monthly Rate	2020 Monthly Rate	2021 Monthly Rate
Active Employees			
Employee Only			
Employee + Spouse			
Employee + Child(ren)			
Employee + Family			
Retiree			
Employee Only			
Employee + Spouse			
Employee + Child(ren)			
Employee + Family			

Public Entity Rates - Sole Contractor

	2019 Monthly Rate	2020 Monthly Rate	2021 Monthly Rate
Active Employees			
Employee Only			
Employee + Spouse			
Employee + Child(ren)			
Employee + Family			
Retiree			
Employee Only			
Employee + Spouse			
Employee + Child(ren)			
Employee + Family			

Public Entity Rates - Multiple Contractors

	2019 Monthly Rate	2020 Monthly Rate	2021 Monthly Rate
Active Employees			
Employee Only			
Employee + Spouse			
Employee + Child(ren)			
Employee + Family			
Retiree			
Employee Only			
Employee + Spouse			
Employee + Child(ren)			
Employee + Family			

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			

Exhibit A-1

Intent to Bid – 2019 MCHCP Dental 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 Friday, March 9, 2018 at 4 p.m. CT (5 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 Insurance, Financial Institutions and Professional Registration (DIFP). 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 Truven Health Analytics) on a monthly basis. Bidders may be required to demonstrate the ability to provide such data before a contract award is made.
- Size and Experience – The bidder must currently provide dental 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 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 dental provider network capable of delivering benefits as described in the stated plan design. 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 30, 2018, as outlined in the timeline of events for this RFP. Late proposals will not be accepted. MCHCP reserves the right to modify a deadline or extend a deadline for all bidders at its discretion.
- 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.

This form will serve as confirmation that our organization has received the 2019 MCHCP Dental 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 dental benefits; and/or
- Network analysis and evaluation of proposed network's geographic accessibility to MCHCP for dental benefits; and/or
- Underwriting and premium rating for purposes of bidding on an insured contract with MCHCP for dental 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
Missouri Consolidated Health Care Plan

Date

EXHIBIT A-3
BIDDER'S PROPOSED MODIFICATIONS TO THE RFP
2019 DENTAL 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
Missouri Consolidated Health Care Plan

Date

Exhibit A-4
Confirmation Document
2019 MCHCP Dental 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 application.

☐ Yes

☐ No

-
- 2) Bidders are required to submit a firm, fixed price for CY2019 and not-to-exceed prices for CY2020 and CY2021. Prices will be subject to best and final offer which may result from subsequent negotiation. Pricing for 2022 and 2023 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
2019 MCHCP DENTAL 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 2019 MCHCP Dental 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 dental 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 J 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, 2018. Do not enter the status based upon future contracts.
2. Upload the completed document to DirectPath no later than Friday, March 30, 2018.

Exhibit A-8

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 DENTAL VENDOR

This Contract is entered into by and between Missouri Consolidated Health Care Plan ("MCHCP") and _____ (hereinafter "VENDOR" or "Contractor") for the express purpose of providing fully insured dental plan(s) for State and Public Entity members pursuant to MCHCP's 2019 Dental RFP released March 5, 2018 (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, 2019 through December 31, 2019. 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, 2019) is a firm, fixed price. The submitted prices for the subsequent (2nd – 3rd) years of the contract period (January 1 - December 31, 2020, January 1 - December 31, 2021, 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 hereby incorporated herein by reference as if fully set forth herein, constitute the full and complete Contract and, in the event of conflict in terms of language among the documents, shall be given precedence in the following order:

- a. Any future written and duly executed renewal proposals or amendments to this Contract;
- b. This written Contract signed by the parties;
- c. The following Exhibits listed in this subsection below and attached hereto, the substance of which are based on final completed exhibits or attachments required and submitted by VENDOR in response to the RFP, finalist negotiations, and implementation meetings:
 - i. Pricing Pages
 - ii. Business Associate Agreement
 - iii. Confirmation Document
 - iv. Performance Guarantees
 - v. Certification of Compliance with State and Federal Employment Laws
- d. The original RFP, including any amendments, the mandatory terms of which are deemed accepted and confirmed by VENDOR as evidenced by VENDOR affirmative confirmations and representations required by and in accordance with the bidder response requirements described throughout the RFP.

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

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

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

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

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

- *(Definitions that are used in the RFP will be added as needed for the contract.)*
- **“Amendment”** means a written, official modification to the RFP or to this Contract.
- **“May”** means permissible but not required.
- **“Must”** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply may result in a breach.
- **“Request for Proposal” or “RFP”** means the solicitation document issued by MCHCP to potential bidders for the purchase of services as described in the document. The definition includes Exhibits, Attachments, and Amendments thereto.
- **“Shall”** has the same meaning as the word must.
- **“Should”** means desirable but not mandatory.
- The terms **“include,” “includes,”** and **“including”** are terms of inclusion, and where used in this Contract, are deemed to be followed by the words “without limitation”.

1.6 Notices: Unless otherwise expressly provided otherwise, all notices, demands, requests, approvals, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other during the course of this contract shall be in writing and shall be made by personal delivery, by prepaid overnight delivery, by United States mail postage prepaid, or transmitted by email to an authorized employee of the

other party or to any other persons as may be designated by written notice from one party to the other. Notices to MCHCP shall be addressed as follows: Missouri Consolidated Health Care Plan, ATTN: Executive Director, P.O. Box 104355, Jefferson City, MO 65110-4355. Notices to VENDOR shall be addressed as follows: VENDOR ATTN: _____.

- 1.7 Headings:** The article, section, paragraph, or exhibit headings or captions in this Contract are for reference and convenience only and may not be considered in the interpretation of this Contract. Such headings or captions do not define, describe, extend, or limit the scope or intent of this Contract.
- 1.8 Severability:** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid, unenforceable, or contrary to law, such determination shall not affect the legality or validity of any other provisions. The illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if it were never incorporated into this Contract, but all other provisions will remain in full force and effect.
- 1.9 Inducements:** In making the award of this Contract, MCHCP relies on VENDOR's assurances of the following:
- VENDOR, including its subcontractors, has the skills, qualifications, expertise, financial resources and experience necessary to perform the services described in the RFP, VENDOR's proposal, and this Contract, in an efficient, cost-effective manner, with a high degree of quality and responsiveness, and has performed similar services for other public or private entities.
 - VENDOR has thoroughly reviewed, analyzed, and understood the RFP, has timely raised all questions or objections to the RFP, and has had the opportunity to review and fully understand MCHCP's current offerings and operating environment for the activities that are the subject of this Contract and the needs and requirements of MCHCP during the contract term.
 - VENDOR has had the opportunity to review and fully understand MCHCP's stated objectives in entering into this Contract and, based upon such review and understanding, VENDOR currently has the capability to perform in accordance with the terms and conditions of this Contract.
 - VENDOR has also reviewed and understands the risks associated with administering services as described in the RFP.

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

- 1.10 Industry Standards:** If not otherwise provided, materials or work called for in this Contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.
- 1.11 Force Majeure:** Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the

requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, and strikes other than by VENDOR's or its subcontractors' employees.

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

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

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

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

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

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

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

1.18 Statutes: Each and every provision of law and clause required by law to be inserted or applicable to the services provided in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein. If through mistake

or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the Contract shall be amended to make such insertion or correction.

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

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

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

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

2 VENDOR's Obligations

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

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

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

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

- Any material adverse change to the financial status or condition of **VENDOR**;

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

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

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

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

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

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

2.7.1 Non-discrimination, Sexual Harassment and Workplace Safety: VENDOR agrees to abide by all applicable federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. VENDOR shall establish and maintain a written sexual harassment policy and shall

inform its employees of the policy. VENDOR shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor. Any violations of applicable laws, rules and regulations may result in termination of the Contract.

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

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

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

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

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

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

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

2.11 Insurance and Liability: VENDOR must maintain sufficient liability insurance, including but not limited to general liability, professional liability, and errors and omissions coverage, to protect MCHCP against any reasonably foreseeable recoverable loss, damage or expense under

this engagement. VENDOR shall provide proof of such insurance coverage upon request from MCHCP. MCHCP shall not be required to purchase any insurance against loss or damage to any personal property to which this Contract relates. VENDOR shall bear the risk of any loss or damage to any personal property in which VENDOR holds title.

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

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

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

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

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

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

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

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

3 MCHCP'S OBLIGATIONS

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

- Certification of eligibility;
- Enrollments (new, change and terminations) in an electronic format;
- Maintenance of individual eligibility and membership data;
- Payment of monies due VENDOR;

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

3.3 Payment: VENDOR 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. VENDOR shall have the right to audit appropriate MCHCP records to determine the accuracy of the monthly premium paid. Any discrepancies must be identified by VENDOR 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, VENDOR agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of seven (7) years from the date of the expiration or termination of this contract. Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds seven (7) years. VENDOR agrees that authorized federal representatives, MCHCP personnel, and independent auditors acting on behalf of MCHCP and/or federal agencies shall have access to and the right to examine records during the contract period and during the ten (7) year post contract period. Delivery of and access to the records shall be at no cost to MCHCP.

4.2 Audit Rights: VENDOR must allow MCHCP the right to audit all aspects of the pharmacy program managed by VENDOR including financial terms, the specialty program, service agreements, administration, guarantees and all transparent and pass through components at no cost to MCHCP. The review of all aspects of the pharmacy program May include but must not be limited to: paid claims, the claim processing system, Rebate agreements, rebate aggregators, performance guarantees, pricing guarantees, retail network, Medicare Part D reconciliations, transparency, pricing benchmarks (e.g., AWP source), onsite assessments, operational assessments, clinical assessments and customer service call monitoring for both the commercial plan and EGWP plan, if applicable. Audits must be conducted by a firm selected by MCHCP.

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

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

4.5 Financial Record Audit and Retention: VENDOR agrees to maintain, and require its subcontractors to maintain, supporting financial information and documents that are adequate to ensure the accuracy and validity of VENDOR's invoices. Such documents will be maintained and retained by VENDOR or its subcontractors for a period of ten (10) years after the date of submission of the final billing or until the resolution of all audit questions, whichever is longer. VENDOR agrees to timely repay any undisputed audit exceptions taken by MCHCP in any audit of this Contract.

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

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

5 Scope of Work

5.1 Fully Insured Plan: The contractor shall provide a fully-insured dental 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: VENDOR must administer the plan design presented in the RFP and attached as Exhibit X of this contract. VENDOR agrees to waive the one-year waiting period for major

services for those members who can provide evidence of at least one year of prior dental coverage through MCHCP's current dental plan or any other comparable dental plan. Vendor shall not require a member to pay for any dental 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.

5.3 COBRA Coverage: VENDOR 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 Website: VENDOR must have an active, current website that is updated regularly. MCHCP members must be able to access this site to obtain current listings of active network providers and other information. If MCHCP discovers that provider information contained at the contractor's website is inaccurate, MCHCP will notify VENDOR immediately. VENDOR must correct inaccuracies within 10 days of being notified by MCHCP.

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

5.6 Appeals and Grievance Procedure: VENDOR shall have the responsibility to perform a complete investigation of all complaints, grievances and appeals and make decisions regarding dental necessity and the provision of services or benefits. VENDOR 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 VENDOR. VENDOR's appeal process shall be in compliance with state and federal laws and regulations as amended.

5.7 Account Management: VENDOR shall establish and maintain throughout the term of the contract an account management team that will work directly with MCHCP staff. This team must include, but is not limited to, a dedicated account executive, a 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:

- 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 VENDOR's organization. The account management team must be able to

effectively advance the interest of MCHCP through VENDOR's corporate structure.

- 5.7.6** VENDOR 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 VENDOR 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. VENDOR 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. VENDOR 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: VENDOR must provide a high quality and experienced customer service unit. VENDOR'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** VENDOR 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** VENDOR must have a customer service unit in place to answer member inquiries regarding, but not limited to, network and benefit issues.

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

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

5.11 Written Communications: VENDOR shall agree that MCHCP reserves the right to review and approve all written communications and marketing materials developed and used by VENDOR 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: VENDOR 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 dental practitioners and dental specialists. VENDOR 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 VENDOR's website or distributed to the membership through the dental 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, VENDOR 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: VENDOR 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. VENDOR bears all costs for printing and mailing these materials. VENDOR is also required to provide this information via their web site.

5.15 Information Technology and Eligibility File: The contractor shall be able to accept all MCHCP eligibility information on a weekly basis utilizing the ASC X12N 834 (005010X095A1) transaction set. MCHCP will supply this information in an electronic format and the contractor must process such information within 24 hours of receipt. The contractor must provide a technical contact that will provide support to MCHCP Information Technology Department for EDI issues.

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

5.15.2 MCHCP will provide a recommended data mapping for the 834 transaction set to the VENDOR.

5.15.3 After processing each file, VENDOR will provide a report that lists any errors and exceptions that occurred during processing. The report will also provide record counts, error counts and list the records that had an error, along with an error message to indicate why it failed. A list of the conditions the contractor audits will be provided to ensure the data MCHCP is sending will pass the contractor's audit tests.

5.15.4 VENDOR shall provide access to view data on their system to ensure the file MCHCP sends is correctly updating the contractor's system.

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

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

5.15.7 The preferred method of file transfer is SFTP. No PGP required.

5.16 Implementation: VENDOR 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

5.16.1 VENDOR must have a customer service unit in place to answer member inquiries. Note: Open enrollment is anticipated to be October 1-31, 2018 with coverage effective January 1, 2019. At a minimum, the customer service unit must be able to address network and benefit issues.

5.16.2 Initial Eligibility File Testing: VENDOR must work with MCHCP to develop a schedule for testing of the eligibility test record set on electronic media. MCHCP requires that the contractor accept and run an initial test record set no later than September 28, 2018. Results of the test must be provided to MCHCP by October 12, 2018.

5.17

6 REPORTING

6.1 VENDOR agrees that all data required by MCHCP shall be confidential and will not be public information. VENDOR 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 Truven Health Analytics®, part of the IBM Watson Health) to receive claims-level data from VENDOR 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 VENDOR's duties under this contract, including the provision of data as specified without constraint on its use. VENDOR further agrees to:

6.2.1 Provide claims, person-level capitation 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;

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: VENDOR shall submit standard reports to MCHCP on a quarterly and annual basis. (MCHCP and VENDOR 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:** VENDOR 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 VENDOR's expense, VENDOR 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, VENDOR shall submit additional ad hoc reports on information and data readily available to VENDOR.
- 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 VENDOR to transfer title and deliver to MCHCP in the manner and to the extent directed, any completed materials. MCHCP shall be obligated only for those services and materials rendered and accepted prior to termination.
- 7.2 Termination for Cause:** MCHCP may terminate this Contract, or any part of this Contract, for cause under any one of the following circumstances: 1) VENDOR fails to make delivery of goods or services as specified in this Contract; 2) VENDOR fails to satisfactorily perform the work specified in this Contract; 3) VENDOR fails to make progress so as to endanger performance of this Contract in accordance with its terms; 4) VENDOR breaches any provision of this Contract; 5) VENDOR assigns this Contract without MCHCP's approval; or 6) Insolvency or bankruptcy of VENDOR. MCHCP shall have the right to terminate this Contract, in whole or in part, if MCHCP determines, at its sole discretion, that one of the above listed circumstances exists. In the event of termination, VENDOR shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by MCHCP, subject to any offset by MCHCP for actual damages including loss of any federal matching funds. VENDOR shall be liable to MCHCP for any reasonable excess costs for such similar or identical services included within the terminated part of this Contract.
- 7.3 Termination Right:** Notwithstanding any other provisions, MCHCP reserves the right to terminate this Contract at the end of any month by giving thirty (30) days' notice, without penalty.
- 7.4 Termination by Mutual Agreement:** The parties may mutually agree to terminate this Contract or any part of this Contract at any time. Such termination shall be in writing and shall be effective as of the date specified in such agreement.
- 7.5 Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find MCHCP has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, MCHCP shall not agree to pay attorney fees and late payment charges beyond those available under this Contract, and, if applicable, no provision will be given effect which attempts to exclude, modify, disclaim or

otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

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

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

Missouri Consolidated Health Care Plan

VENDOR

By: _____

By: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

EXHIBIT A-9 BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) between the Missouri Consolidated Health Care Plan (hereinafter “Covered Entity” or “MCHCP”) and **Dental 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 **RFP Name** (“RFP”) and under Contract #2019-DS-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 dental 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 **Dental 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 **Dental 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; 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, Bruce Lowe, (573) 526-3114, Bruce.Lowe@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

Dental Insurer

By: _____

By: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

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 96,000 members (lives). An additional 1,000 non-state local government members are covered through their public entity employer.

This contract provides for a voluntary, fully-insured dental 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 dental program.

In addition, MCHCP offers a dental 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) under separate pricing.

This document constitutes a request for sealed proposals, to provide a voluntary dental 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 dental coverage. The contractor assumes the risk for dental care for plan participants and must have a network or series of networks providing quality dental care and discounted service fees. This network must include general dentists and specialists, and the contractor must conduct a quality assurance review of providers and services that stresses quality and efficiency.

Approximately 43,000 State employees and retirees (over 81,000 lives) and 350 public entity employees (480 lives) are covered by the dental program for the 2018 plan year.

MCHCP's Contracting Intentions:

- Any contract awarded from this RFP will be effective January 1, 2019.
- MCHCP reserves the right to award multiple contracts from this RFP. Bidders are required to provide pricing based on a single contract award and pricing on multiple contract awards. If MCHCP were to award multiple contracts, MCHCP does not anticipate awarding more than two contracts.
- 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 2019 and not-to-exceed prices for 2020 and 2021. Rates for 2022 and 2023 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 Insurance, Financial Institutions and Professional Registration (DIFP). 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 Truven Health Analytics®, part of the IBM Watson Health business) on a monthly basis. Bidders may be required to demonstrate the ability to provide such data before a contract award is made.
- **Size and Experience** – The bidder must currently provide dental 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 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 dental provider network capable of delivering benefits as described in the stated plan design. 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 30, 2018, as outlined in the timeline of events for this RFP. Late proposals will not be accepted. MCHCP reserves the right to modify a deadline or extend a deadline for all bidders at its discretion.
- **Plan Designs** – Bidders must provide pricing for the plan design as described in the RFP. Additional services and/or options may be separately offered.

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 contract with Delta Dental will expire on 12/31/18. The current monthly premiums are as follows:

Rate Category	State	Public Entity
Subscriber Only	\$26.05	\$25.51
Subscriber and Spouse	\$51.89	\$51.06
Subscriber and Child(ren)	\$53.86	\$76.84
Subscriber and Family	\$90.30	\$107.36

- Current membership in the dental plan is as follows:

Enrollment	State	Public Entity
Subscribers	42,998	353
Dependents	38,025	134
Total Lives	81,023	487

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

- 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 dental plan to public entity employers who participate with MCHCP's medical coverage. Public entities participating with MCHCP may opt to add or drop the dental plan at each annual enrollment period. For public entities, the dental subscriber enrollment must match the medical enrollment, and 50 percent of the dependents enrolled in medical must enroll in the dental plan. Members must enroll for the entire plan year.

Assumptions and Considerations

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

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

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

Proposal Instructions

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

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

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

Proposals must be valid until October 1, 2018. If a contract(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, 2019 through December 31, 2019, 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 5, 2018 8 a.m. CT (9 a.m. ET)
Intent to Bid Document Due	Friday, March 9, 2018 4 p.m. CT (5 p.m. ET)
Bidder Question Submission Deadline	Monday, March 12, 2018 4 p.m. CT (5 p.m. ET)
MCHCP Responses to Submitted Questions	Friday, March 16, 2018 4 p.m. CT (5 p.m. ET)

Online RFP Closes (all proposals due)	Friday, March 30, 2018 4 p.m. CT (5 p.m. ET)
Finalist Interviews/Site Visits (if necessary)	May, 2018
Final Vendor Selection	Late May, 2018
Program Effective Date	January 1, 2019

Questions

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

Any and all questions regarding specifications, requirements, competitive procurement process, etc., must be in writing and submitted through the online messaging module of the DirectPath application by **Monday, March 12, 2018, 4 p.m. CT (5 p.m. ET)**. Questions received after March 12 will be answered and posted through the messaging module as time permits, but there is no guarantee of a response to these questions. For step-by-step instructions, please refer to the *Downloads* section of the DirectPath Application, and click on *User Guides*.

Questions deemed universally applicable will be answered in writing and shared with all vendors who have indicated they are quoting. The team will respond to your questions as they are submitted via the messaging module, with a summary of all questions and answers provided by **Friday, March 16, 2018**.

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 4 p.m. CT (5 p.m. ET), Friday, March 30, 2018.

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

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

After determining that a proposal satisfies the mandatory requirements stated in the RFP, the comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria shall be made by using subjective judgment. The award 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	170 points
Vendor Profile	90 points
Customer Service	90 points
Account Management and Implementation	60 points
Claims Administration	30 points
Performance Guarantees	50 points
Technology and Security	85 points
Reporting	15 points
Access to Services	<u>10 points</u>
Sub-total – Non-financial points	600 points

Bonus Points – MBE/WBE Participation Commitment	10 points
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Financial:

Price	400 points
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Finalist Evaluation:

References	40 points
Finalist Interview	60 points

MCHCP will limit the number of finalists to the bidders receiving 80 percent (480 points) of the possible 600 non-financial points available or the top two bidders if less than two bidders receive 80 percent of the possible 600 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) In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" by the proposal opening date (date the proposal is due). (See below for a definition of a qualified MBE/WBE.)
- d) If the bidder is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the bidder must provide the following information with the proposal.
 - a. Participation Commitment - If the bidder is proposing MBE/WBE participation, the vendor must complete Section 11 of the Dental 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 listed in both the State and Public Entity pricing models. Bidders are required to bid on the benefits as described in the Dental Plan Design. 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 CY2020 and CY2021 will be negotiated, but must be within the not-to-exceed prices submitted within this bid. Pricing for CY2022 and CY2023 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 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, 2019 through December 31, 2019, 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 (CY2020 and CY2021) of this contract, not to exceed the allowed maximum, shall be submitted prior to May 15 of the next plan year. Pricing for Years 4-5 (CY2022 and CY2023) will be negotiated and is due prior to May 15 of the next plan year. The contractor must also provide supporting documentation that provides the rationale for any requested rate increase each year.

Using DirectPath

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

1) **Items Requiring a Response:**

- a) Pricing Form (Dental Pricing) is an online input form to collect your rate proposals as requested by MCHCP.

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

2) Reference Files from Event Administrator:

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

All of these components can be found in the DirectPath application under the 2019 MCHCP Dental RFP on the Event Details page of the application.

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

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

Responding to Questionnaires

We have posted two forms for your response:

- Dental Questionnaire
- Mandatory Contract Provisions Questionnaire

The questionnaires need to be completed and submitted to DirectPath by, **Friday, March 30, 2018, 4 p.m. CT (5 p.m. ET).**

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

Completing Response Documents

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

- Exhibit A-1 - Intent to Bid (due 4 p.m. CT, March 9, 2018)

- Exhibit A-2 – Limited Data Use Agreement (due 4 p.m. CT, March 9, 2018)
- Exhibit A-3 – Proposed Bidder Modifications (due 4 p.m. CT, March 30, 2018)
- Exhibit A-4 – Confirmation Document (due 4 p.m. CT, March 30, 2018)
- Exhibit A-5 – Contractor Certification (due 4 p.m. CT, March 30, 2018)
- Exhibit A-6 – MBE-WBE Intent to Participate Document (due 4 p.m. CT, March 30, 2018)
- Exhibit A-7 – Provider Match (due 4 p.m. CT March 30, 2018)

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

- Exhibit A-8 – Sample MCHCP Contract (due 4 p.m. CT, March 30, 2018)
- Exhibit A-9 – Sample MCHCP Business Associate Agreement (due 4 p.m. CT, March 30, 2018)

Completing Pricing Worksheets

The financial worksheet (Dental Pricing) may be accessed in *Items Requiring a Response*. The *Pricing or Bid* contains worksheets to collect fee quotations based on the stated benefit plan design. For step-by-step instructions, please refer to the *How to Submit a Bid* User Guide located in the *Downloads* section of the DirectPath Application homepage. Please be certain to complete all worksheets.

The final bid deadline is Friday, March 30, 2018, 4 p.m. CT (5 p.m. ET). Further detail on how to submit your bids is outlined in the Submitting Bids section of these Instructions.

Notes Regarding Pricing

Fee quotes should assume:

- Plan effective date: January 1, 2019
- Submitted prices for CY2019 shall be firm, while prices for CY2020 and CY2021 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. Please refer to the Instructions document for detailed pricing worksheet instructions.
- Rates for CY2022 and CY2023 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.

Submitting Bids

The pricing function allows you to work on a bid submission in draft form. You can enter your rates and *Save* without submitting your proposal to DirectPath. Save frequently in order to avoid losing work. When you have finished entering all of your rates, *Save* and then *Calculate*. If you have missed any required fields, you will be notified with an error message. If there are no errors, you can *Submit* your proposal to DirectPath.

Once you have submitted your bid, you can make adjustments at any time up until the bids are due. Simply select the pricing/bid and choose *Edit* to make changes. Follow the steps above to save, calculate, and re-submit.

Please refer to the following list of instructions before attempting to input/submit a bid:

- Enter your rates well in advance of the required bid date. Please do NOT wait until the last minute to work on the pricing worksheet because your bid must comply with the automated rules and data validation checks that have been implemented by MCHCP.
- Partial data entries can be saved; however, the validation rules (error checking) will not be run against your data until you complete the worksheet and either *Calculate* or *Submit* your data.
- To check that your data have been entered accurately for all worksheets, you should press the *Calculate* button at the top of the page. If your input complies with the validation rules, all of the rates will be calculated and totaled. Otherwise, the calculation and validation rules will not properly execute even if you press the *Calculate* button.
- You will be able to view your final rate submission prior to submitting to DirectPath.
- If your data are accurate and complete, click on the *Submit Bid* icon to submit your bid to DirectPath.
- Data that are submitted incorrectly will receive error messages when calculated or submitted.
- All data fields that are marked as a number or currency must be filled with a numerical value or 0. Blanks and text such as “n/a” are not permitted. If you attempt to *Submit* or *Calculate* your data with incomplete fields, you will receive an error message.
- Be sure to save your data often. Periodic saves will prevent you from losing data in the event the application times-out (for security purposes the system will automatically log you out after a specified time if there is no activity).

RFP Checklist

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

Type	Document Name
Questionnaire	Dental Questionnaire
Questionnaire	Mandatory Contract Provisions Questionnaire
Pricing/Bid	Dental Pricing
Response	Exhibit A-1 Intent to Bid.docx DUE: Friday, March 9, 2018
Response	Exhibit A-2 Limited Data Use Agreement.docx DUE: Friday, March 9, 2018
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 Sample MCHCP Contract.docx
Response	Exhibit A-9 MCHCP Business Associate Agreement.docx
Reference	Introduction and Instructions – 2019 MCHCP Dental RFP.pdf
Reference	Attachment 1 – Enrollee file layouts.docx
Reference	Attachment 2 – MCHCP Enrollee file.xlsx (access to this file is granted after receipt of the signed Limited Data Use Agreement)
Reference	Attachment 3 – MoDOT Enrollee file.xlsx (access to this file is granted after receipt of the signed Limited Data Use Agreement)
Reference	Attachment 4 – MDC Enrollee file.xlsx (access to this file is granted after receipt of the signed Limited Data Use Agreement)
Reference	Attachment 5 – Dental Enrollee file.xlsx (access to this file is granted after receipt of the signed Limited Data Use Agreement)
Reference	Attachment 6 – Limitations and Exclusions.docx
Reference	Attachment 7 – Example Provider file layout.xlsx
Reference	Attachment 8 – Claim file layout.docx
Reference	Attachment 9 – Dental Experience.xlsx
Reference	Exhibit B – Scope of Work (Dental 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 application by **Monday, March 12, 2018, 4 p.m. CT (5 p.m. ET)**.

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

SECTION B SCOPE OF WORK

B1. GENERAL REQUIREMENTS

- B1.1 The contractor shall provide a fully-insured dental 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 of the requirements of this contract and all amendments thereto. The contractor must provide complete information regarding each subcontractor used by the contractor to meet the requirements of this contract.
- B1.2 The contractor 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.
- B1.3 The contractor is obligated to follow the performance standards as outlined in Section 10 of the Dental 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. Enrollment in the plan is required for the entire plan year unless employment ends, employee retires, employee/retiree cancels medical coverage or employee/retiree takes coverage provided through other employment.
- 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).

B2.2.4 Unless otherwise required by federal or state law, Section B2.2 identifies the only periods of eligibility of members.

B2.3 Termination: The contractor must agree that:

B2.3.1 A member's coverage under this agreement terminates under those conditions specified in the MCHCP Plan document, statutes, and Rules and 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.

B2.3.3 Except for extenuating circumstances approved by MCHCP on appeal, members must participate in the dental plan throughout the entire plan year following their enrollment. Voluntary termination will not be permitted except as provided for in 22 CSR 10-2.020 and 22 CSR 10-3.020.

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 design. Bidders may separately propose additional services or options to be included in the plan design at MCHCP's discretion. Limitations and exclusions are provided in Attachment 6.

B3.2 The contractor must agree to waive the one-year waiting period for major services for those members who can provide evidence of at least one year of prior dental coverage through MCHCP's current dental plan or any other comparable dental plan.

B3.3 Under no circumstances shall the contractor require a member to pay for any dental 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 Truven Health Analytics®, part of the IBM Watson Health) 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 claims, person-level capitation 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 45 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 Dental 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 must have an active, current website that is updated regularly. MCHCP members must be able to access this site to obtain current listings of active network providers and other information. 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.
- B6.4 Appeal/Grievance Procedure
- B6.4.1 The contractor shall have the responsibility to perform a complete investigation of all complaints, grievances and appeals and make decisions regarding dental necessity and the provision of services or benefits.
- B6.4.2 The 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.
- B6.4.3 If the member's grievance is not resolved to his or her satisfaction, the member has the right to a formal appeal to the contractor. The contractor's appeal process shall be 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 effectively 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 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.
 - 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 dental 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 dental 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 all MCHCP eligibility information on a weekly basis utilizing the ASC X12N 834 (005010X095A1) transaction set. MCHCP will supply this information in an electronic format and the contractor must process such information within 24 hours of receipt. The contractor must provide a technical contact that will provide support to MCHCP Information Technology Department for EDI issues. MCHCP is willing to work with the contractor on these requirements after the contract is awarded.
- B9.1.1 It is MCHCP's intent to send a transactional based eligibility file weekly and a periodic full eligibility reconciliation file.
- B9.1.2 MCHCP will provide a recommended data mapping for the 834 transaction set to the contractor after the contract is awarded.
- B9.1.3 After processing each file, the contractor will provide a report that lists any errors and exceptions that occurred during processing. The report will also provide record counts, error counts and list the records that had an error, along with an error message to indicate why it failed. A list of the conditions the contractor audits will be provided to ensure the data MCHCP is sending will pass the contractor's audit tests.
- B9.1.4 The contractor shall provide access to view data on their system to ensure the file MCHCP sends is correctly updating the contractor's system.

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

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

B9.1.7 The preferred method of file transfer is SFTP. No PGP required.

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

B9.3 The contractor must work with MCHCP to develop a schedule for testing of the eligibility test record set on electronic media. MCHCP requires that the contractor accept and run an initial test record set no later than September 28, 2018. Results of the test must be provided to MCHCP by October 12, 2018.

B10. IMPLEMENTATION

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, 2018 with coverage effective January 1, 2019. 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 a full range of general dental practitioners and dental 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 general dentist 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 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 12, 2018, 4 p.m. CT (5 p.m. ET).

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

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

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

C3. PREPARATION OF PROPOSALS

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

C4. DISCLOSURE OF MATERIAL EVENTS

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

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

C5. COMPLIANCE WITH APPLICABLE FEDERAL LAWS

- C5.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Health Insurance Portability and Accountability Act (HIPAA) and The Patient Protection and Affordable Care Act (PPACA), as amended.
- C5.2 Any bidder offering to provide services must sign a Business Associate Agreement (BAA) (see Exhibit A-9) 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) DP – COBRA Child SC – Surviving Child
Status	Identifies status of member ACT – Active Employee RTN – Retired Employee CBR – COBRA Participant
Zip	5-Digit Zip Code
YOB	Year of Birth (YYYY)
Gender	M – Male F – Female
State or Public Entity	S – State P – Public Entity member

Total record count = 97,403

ATTACHMENT 1

LAYOUT FOR MISSOURI DEPARTMENT OF TRANSPORTATION / MISSOURI STATE HIGHWAY PATROL ENROLLEE FILE (Attachment 3)

Field Name	Description
ID	Number assigned by MCHCP
Status	Status of Employee ACT - Active
Relation	Identifies if member is subscriber, spouse, or child 1 – Employee 2 – Spouse 3 – Child
Coverage Level	Identifies subscriber's level of coverage EMP – Employee Only ESP – Employee and Spouse ECH – Employee and Child(ren) FAM – Employee, Spouse, and Child(ren)
YOB	Year of Birth
Gender	M – Male F – Female
Zip	5-Digit Zip Code
Agency	MODOT – Missouri Department of Transportation MSHP1 – Missouri State Highway Patrol

Total record count = 18,129

ATTACHMENT 1

LAYOUT FOR MISSOURI DEPARTMENT OF CONSERVATION (MDC) ENROLLEE FILE (Attachment 4)

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

Total record count = 3,594

ATTACHMENT 1

LAYOUT FOR MCHCP DENTAL ENROLLEE FILE (Attachment 5)

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) DP – COBRA Child
Status	Identifies status of member ACT – Active Employee CBR – COBRA Participant RTN – Retired Employee
Zip	5-Digit Zip Code
YOB	Year of Birth
Gender	M – Male F – Female
State or Public Entity	S – State P – Public Entity member

Total record count = 81,510

Attachment 6

Limitations and Exclusions – Dental Plan

Limitations

- A panoramic film with or without other films is considered equivalent to a full mouth series for coverage purposes. Coverage for multiple radiographs on the same date of service will not exceed the coverage level for complete mouth series
- Charges for replacement of filling restorations are only covered once in a 24-month period, unless the damage to that tooth was caused by accidental injury not related to the normal function of the tooth or teeth
- Endodontic (root canal treatment) on the same tooth is covered only once in a two year period. Re-treatment of the same tooth is allowed when performed by a different dental office
- If an existing bridge or denture cannot be made satisfactory, a replacement will be covered only once in seven years, but not during the first year of Major Services benefits
- Dental benefits for an initial or replacement crown, jacket, labial veneer, inlay or onlay on or for a particular tooth will only be provided once in 7 years, unless the damage to that tooth was caused by accidental injury not related to the normal function of the tooth or teeth.
- A 12 month waiting period applies to all Coverage C services. Participants must be enrolled for 12 months in this plan before becoming eligible for Coverage C benefits.

Exclusions

- Services or supplies for which the enrollee, absent this coverage, would normally incur no charge, such as care rendered by a dentist to a member of his/her immediate family or the immediate family of his/her spouse
- Services or supplies for which coverage is available under workers' compensation or employers' liability laws
- Services or supplies for cosmetic purposes or to correct congenital malformations, except for newborns with congenital dental defects
- Services that require multiple visits, which commenced prior to the membership effective date (including prosthetic devices and orthodontic care)
- Services or supplies related to temporomandibular joint syndrome (TMJ). This involves the jaw hinge connecting the upper and lower jaws.
- Services or supplies not specifically stated as covered dental services (including hospital or prescription drug charges)
- Replacement of dentures and other dental appliances which are lost or stolen
- Diseases contracted or injuries or conditions sustained as a result of any act of war
- Denture adjustments for the first six months after the dentures are initially received. Separate fees may not be charged by participating dentists
- Complete occlusal adjustments, crowns for occlusal correction, athletic mouthguards, nightguards, bruxism appliances and bite therapy appliances
- Tooth preparation, temporary crowns, bases, impressions and anesthesia or other services which are part of the complete dental procedure. These services are considered components of, and included in the fee for, the complete procedure. Separate fees may not be charged by participating dentists
- Analgesia, including nitrous oxide, duplication of radiographs, temporary appliances
- Services or supplies covered under a terminal liability, extension of benefits or similar provision of a program being replaced by this program
- Services or supplies rendered by a dental or medical department maintained by or on behalf of a group, a mutual benefit association, union, trustee or similar person or group

- Services or supplies provided or paid for by or under any governmental agency or program or law, except charges which the person is legally obligated to pay (this exclusion extends to any benefits provided under the U.S. Social Security Act, as amended)
- Services rendered beyond the scope of a dentist's or service provider's license, or experimental or investigational services or supplies
- Services or supplies that a dentist determines for any reason, in his/her professional judgment, should not be provided
- Instructions in dental hygiene, dietary planning or plaque control
- Missed appointments or claim form completion
- Infection control, including sterilization of supplies and equipment
- Orthodontics are not covered

Attachment 7 Sample Provider File Layout

Each dentist should have the same number of records as number of office locations. The example below is for a dentist with 2 office locations.															
License	SSN	Lname	First	MI	Title	Role 1	Role 2	Accept	Street 1	Street 2	City	State	Zip	Phone	County
R1234	555555555	Doe	John	J	DDS	General	SPEC	Y	123 West High	Suite 300	Columbia	MO	65202	5735555555	Boone
R1234	555555555	Doe	John	J	DDS	General	SPEC	Y	456 Forum		Columbia	MO	65202	5734444444	Boone

Attachment 8 Claim File Layout

<u>Field</u>	<u>Type</u>	<u>Start</u>	<u>End</u>	<u>Length</u>
Group Number	Numeric	1	8	8
Subscriber SSN	Numeric	13	21	9
Claim Number	Numeric	27	36	10
Patient Last Name	Character	39	88	50
Patient First Name	Character	90	114	25
Patient Relation To Subscriber	Numeric	116	116	1
Patient Date of Birth	Numeric	126	133	8
Claim Payment Date	Numeric	137	144	8
Claim Date of Service	Numeric	148	155	8
Submitted Amount	Numeric	159	179	21
Approved Amount	Numeric	181	201	21
Allowed Amount	Numeric	203	223	21
Deductible Amount	Numeric	225	245	21
Paid Amount	Numeric	247	267	21
Patient Payable Amount	Numeric	269	289	21
COB Amount	Numeric	291	311	21
Co-pay percentage	Numeric	313	333	21
Procedure Code	Numeric	335	339	5
Tooth Number	Character	345	346	2
Tooth Surface	Character	352	356	5
Processing Policy	Numeric	359	362	4
Payment Code	Character	369	369	1
Provider Code	Numeric	379	379	1
Provider ID	Character	395	414	19
Provider State	Character	416	417	2
Provider Zip	Numeric	430	439	9
Gender	Character	440	441	1

Attachment 9
Dental Claims Experience
Jan, 2014 - Dec, 2017

Month	State					
	Subscribers	Members	PPO Paid Claims	Premier Paid Claims	OON Paid Claims	Paid Premium
1/1/2014	38,181	72,246	\$447,832	\$743,533	\$38,070	\$1,560,429
2/1/2014	38,192	72,253	\$432,932	\$734,456	\$34,935	\$1,434,008
3/1/2014	38,231	72,355	\$475,842	\$745,022	\$30,577	\$1,438,634
4/1/2014	38,292	72,490	\$450,340	\$729,631	\$34,549	\$1,440,477
5/1/2014	38,331	72,566	\$549,214	\$961,325	\$34,676	\$1,444,161
6/1/2014	38,284	72,397	\$404,170	\$705,519	\$26,300	\$1,445,282
7/1/2014	38,380	72,527	\$532,222	\$885,921	\$30,171	\$1,441,797
8/1/2014	38,404	72,600	\$454,578	\$756,657	\$23,908	\$1,445,281
9/1/2014	38,414	72,541	\$388,081	\$644,546	\$23,548	\$1,446,378
10/1/2014	38,458	72,512	\$531,997	\$835,436	\$31,199	\$1,444,984
11/1/2014	38,637	72,733	\$430,794	\$739,928	\$21,226	\$1,446,251
12/1/2014	38,593	72,616	\$409,751	\$722,019	\$26,754	\$1,449,581
1/1/2015	39,554	75,056	\$517,517	\$851,616	\$27,347	\$1,449,396
2/1/2015	39,676	75,226	\$486,271	\$789,924	\$28,199	\$1,564,186
3/1/2015	39,700	75,242	\$497,772	\$789,268	\$30,759	\$1,572,325
4/1/2015	39,687	75,138	\$615,748	\$976,862	\$37,630	\$1,571,819
5/1/2015	39,768	75,192	\$462,320	\$770,618	\$24,289	\$1,570,778
6/1/2015	39,714	74,989	\$440,555	\$714,940	\$24,167	\$1,573,325
7/1/2015	39,717	74,942	\$561,587	\$967,018	\$29,568	\$1,569,835
8/1/2015	39,723	74,967	\$481,798	\$750,175	\$28,433	\$1,568,411
9/1/2015	39,689	74,833	\$414,389	\$683,284	\$20,714	\$1,568,870
10/1/2015	39,715	74,793	\$550,429	\$892,133	\$28,803	\$1,566,171
11/1/2015	39,764	74,731	\$449,242	\$753,942	\$26,832	\$1,565,997
12/1/2015	39,896	74,898	\$518,387	\$832,577	\$29,135	\$1,565,544
1/1/2016	40,646	77,015	\$480,378	\$819,735	\$28,298	\$1,581,400
2/1/2016	40,676	76,947	\$523,130	\$822,969	\$28,805	\$1,692,750
3/1/2016	40,681	76,926	\$642,656	\$1,031,267	\$36,667	\$1,706,637
4/1/2016	40,660	76,870	\$551,291	\$888,465	\$27,581	\$1,706,237
5/1/2016	40,642	76,794	\$521,540	\$796,632	\$24,250	\$1,705,160
6/1/2016	40,694	76,835	\$621,187	\$970,868	\$32,668	\$1,702,701
7/1/2016	40,724	76,801	\$490,166	\$741,238	\$26,411	\$1,704,439
8/1/2016	40,726	76,772	\$528,651	\$801,997	\$22,086	\$1,703,487
9/1/2016	40,722	76,716	\$560,959	\$862,092	\$27,380	\$1,703,776
10/1/2016	40,785	76,728	\$471,197	\$742,727	\$27,497	\$1,702,757
11/1/2016	40,889	76,811	\$469,324	\$740,256	\$24,373	\$1,703,084
12/1/2016	40,899	76,746	\$627,970	\$929,083	\$45,246	\$1,706,307
1/1/2017	41,832	79,080	\$495,158	\$732,901	\$27,029	\$1,706,010
2/1/2017	41,909	79,157	\$557,640	\$871,939	\$19,224	\$1,756,760
3/1/2017	41,914	79,105	\$766,327	\$1,099,451	\$28,283	\$1,758,038
4/1/2017	41,839	78,979	\$527,640	\$761,768	\$16,744	\$1,758,273
5/1/2017	41,862	78,915	\$566,225	\$903,484	\$19,879	\$1,755,576
6/1/2017	41,905	79,036	\$655,258	\$986,792	\$26,900	\$1,754,985

Attachment 9
Dental Claims Experience
Jan, 2014 - Dec, 2017

Month	State					
	Subscribers	Members	PPO Paid Claims	Premier Paid Claims	OON Paid Claims	Paid Premium
7/1/2017	41,884	79,006	\$499,370	\$740,988	\$19,383	\$1,758,900
8/1/2017	41,881	78,967	\$638,435	\$1,004,271	\$25,435	\$1,758,639
9/1/2017	41,879	78,900	\$483,729	\$699,303	\$21,861	\$1,757,400
10/1/2017	41,880	78,808	\$540,882	\$749,554	\$17,470	\$1,756,804
11/1/2017	41,952	78,800	\$613,951	\$879,501	\$29,835	\$1,754,911
12/1/2017	42,020	78,871	\$589,086	\$882,189	\$32,355	\$1,756,164

Attachment 9
Dental Claims Experience
Jan, 2014 - Dec, 2017

Month	Public Entity					
	Subscribers	Members	PPO Paid Claims	Premier Paid Claims	OON Paid Claims	Paid Premium
1/1/2014	432	614	\$1,632	\$3,021	\$52	\$0
2/1/2014	435	614	\$2,852	\$5,534	\$114	\$16,766
3/1/2014	433	613	\$4,210	\$4,704	\$70	\$16,552
4/1/2014	432	613	\$4,409	\$5,128	\$82	\$16,417
5/1/2014	432	608	\$4,699	\$6,609	\$0	\$16,470
6/1/2014	427	602	\$3,218	\$7,666	\$0	\$16,660
7/1/2014	429	605	\$5,742	\$4,441	\$77	\$16,080
8/1/2014	440	617	\$6,144	\$3,131	\$163	\$16,329
9/1/2014	437	618	\$4,083	\$2,564	\$265	\$16,600
10/1/2014	443	628	\$4,259	\$7,805	\$691	\$16,687
11/1/2014	445	633	\$3,545	\$4,918	\$0	\$16,906
12/1/2014	449	632	\$4,214	\$5,510	\$168	\$16,802
1/1/2015	371	543	\$2,852	\$3,915	\$413	\$16,852
2/1/2015	369	542	\$3,859	\$3,718	\$105	\$14,420
3/1/2015	369	541	\$4,264	\$3,071	\$0	\$14,452
4/1/2015	372	545	\$4,718	\$5,757	\$173	\$14,398
5/1/2015	371	544	\$4,747	\$4,148	\$105	\$14,479
6/1/2015	370	543	\$3,122	\$6,293	\$0	\$14,452
7/1/2015	368	541	\$6,974	\$3,489	\$94	\$14,425
8/1/2015	361	533	\$3,685	\$3,339	\$187	\$14,371
9/1/2015	357	524	\$6,451	\$3,188	\$105	\$14,344
10/1/2015	350	517	\$4,326	\$5,724	\$1,102	\$13,851
11/1/2015	351	513	\$1,756	\$3,896	\$257	\$13,688
12/1/2015	347	507	\$2,768	\$3,383	\$0	\$13,709
1/1/2016	335	473	\$2,372	\$4,521	\$77	\$0
2/1/2016	333	469	\$4,096	\$4,233	\$217	\$25,910
3/1/2016	335	471	\$3,900	\$3,542	\$392	\$12,267
4/1/2016	334	466	\$4,611	\$4,744	\$80	\$12,261
5/1/2016	332	463	\$2,861	\$2,918	\$175	\$12,105
6/1/2016	333	460	\$4,142	\$3,889	\$56	\$12,000
7/1/2016	324	448	\$3,684	\$3,763	\$105	\$11,948
8/1/2016	330	462	\$2,803	\$4,248	\$216	\$11,662
9/1/2016	330	459	\$4,240	\$2,806	\$0	\$11,954
10/1/2016	323	444	\$2,559	\$4,045	\$618	\$11,927
11/1/2016	327	449	\$2,900	\$3,400	\$497	\$11,552
12/1/2016	325	440	\$4,126	\$3,321	\$93	\$11,766
1/1/2017	329	452	\$1,752	\$3,540	\$117	\$11,552
2/1/2017	327	454	\$1,879	\$4,521	\$218	\$11,623
3/1/2017	325	452	\$4,454	\$5,633	\$919	\$11,577
4/1/2017	325	449	\$2,376	\$2,696	\$161	\$11,577
5/1/2017	325	449	\$3,661	\$7,054	\$194	\$11,577
6/1/2017	328	452	\$3,816	\$3,956	\$30	\$11,306

Attachment 9
Dental Claims Experience
Jan, 2014 - Dec, 2017

Month	Public Entity					
	Subscribers	Members	PPO Paid Claims	Premier Paid Claims	OON Paid Claims	Paid Premium
7/1/2017	330	454	\$2,415	\$3,083	\$0	\$11,572
8/1/2017	332	456	\$3,154	\$6,077	\$377	\$11,623
9/1/2017	323	447	\$2,711	\$3,662	\$77	\$11,700
10/1/2017	319	444	\$2,747	\$4,330	\$41	\$11,495
11/1/2017	318	441	\$2,877	\$5,004	\$392	\$11,393
12/1/2017	319	447	\$5,707	\$3,403	\$260	\$11,291

Dental Questionnaire

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

Proprietary Statement

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

☐ Confirmed

☐ Not confirmed (please explain)

Vendor Profile

2.1 Provide the following information about your company:

Full and legal company name

Name of parent organization (if applicable)

Corporate address

Name of contact person for questions regarding this RFP response

Telephone

Email address

2.2 How many years has your organization provided dental 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 Dental 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 dental benefits administration?

Number of current members

Number of new members last year (2017)

Number of new members year to date (2018)

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	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Insurer (2nd)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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?

	2015-16	2016-17	2017-18
Plan-wide	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %
Public sector book	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %

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	<input type="text"/>	<input type="text"/>	<input type="text"/>
Subcontractor #2	<input type="text"/>	<input type="text"/>	<input type="text"/>
Subcontractor #3	<input type="text"/>	<input type="text"/>	<input type="text"/>
Subcontractor #4	<input type="text"/>	<input type="text"/>	<input type="text"/>
Subcontractor #5	<input type="text"/>	<input type="text"/>	<input type="text"/>

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 Reference 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 accounts in this same role	Number of current members in accounts	Maximum number of accounts	Estimated percentage of time allocated to MCHCP
Account Management (Primary)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Account Management (Secondary)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Implementation (Primary)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Implementation (Secondary)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %

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 your 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 dentists?

☐ 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	<input type="radio"/> <input type="text"/>	<input type="radio"/> <input type="text"/>

Recorded

☐
☐

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

	Company standard	Company actual 2017
Average time to answer (in seconds)	<input type="text"/>	<input type="text"/>
Call abandonment rate	<input type="text"/>	<input type="text"/>
First call resolution	<input type="text"/>	<input type="text"/>

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 deductibles, 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 to written inquiries for the most recently completed calendar year.

	Corporate standard (in days)	Actual results (in days)
Written inquiries	<input type="text"/>	<input type="text"/>

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 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 Will MCHCP have access to update member eligibility information online?

- ☐ Yes, at no additional cost
- ☐ Yes, at an additional cost (include the cost in Supplemental Pricing of the Pricing Model)
- ☐ No (please explain)

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 Has your company implemented and/or tested its disaster recovery procedure?

- ☐ Yes (please describe specific circumstance(s) and include lessons learned)
- ☐ No (please explain)

5.5 How frequently do you backup data?

- ☐ Daily
- ☐ Weekly
- ☐ Monthly
- ☐ Other (please explain)

5.6 Is stored backup data encrypted on media?

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

5.7 Is backup data stored in multiple locations?

Yes (please describe)

No (please explain)

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 the HIPAA-compliant security measures you have in place.

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?

Response

5.13 Which of the following browsers/browser versions do you support (check all that apply)?

- ☐ Internet Explorer 9 and higher

- ☐ Google Chrome 48 and higher
- ☐ Firefox 45 and higher
- ☐ Safari 9 and higher
- ☐ Microsoft Edge
- ☐ Other (please list)

5.14 Are mobile apps available for use by your membership?

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

5.15 Confirm your email service supports TLS for secure email with MCHCP staff.

- ☐ Confirmed (please describe, including which version)
- ☐ Not confirmed (please explain)

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 Please describe the following about your network communication services:

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

Identify the types of software systems and applications

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

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

5.24 Confirm you have uploaded a copy of the document describing your disaster recovery and business continuity plans in the Reference Files from Vendor section, and named the document "Q5.24 Disaster Recovery Plan".

- ☐ Confirmed
- ☐ Not confirmed (please explain)

5.25 Confirm you have uploaded a copy of the summary findings for your most recent testing exercise of your disaster recovery and business continuity plans. Upload the document to the Reference Files from Vendor section, and name the file "Q5.25 Disaster Recovery Plan Testing".

- ☐ Confirmed
- ☐ Not confirmed (please explain)

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

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	Primary contact	Alternate #1 contact	Alternate #2 contact
Contact name	<input type="text"/>	<input type="text"/>	<input type="text"/>
Phone	<input type="text"/>	<input type="text"/>	<input type="text"/>
Email	<input type="text"/>	<input type="text"/>	<input type="text"/>

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 Truven Health Analytics or any other decision support system vendor on behalf of clients (check all that apply)?

☐ Truven Health Analytics

☐ 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 8.

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 the Pricing Model)

☐ 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 number of years the primary claim office facility that will service the MCHCP account has been in operation.

Number of years in operation

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**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)?

	Target	Actual (2017)	Do not track
General dentist	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/>
Dental specialist	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/>

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 dental 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 e-mail
☐ Plan's call center

Provider Network**9.1 Confirm that you have uploaded the following GeoAccess reports based on the required access standard of 1 general dentist within 20 miles. Bidders must utilize the enrollment file included as Attachment 5 of this RFP in producing these reports. Reports should be summarized at the county level, not by zip code or city. Upload the files to the Reference Files from Vendor section, and name the files "Q9.1 GeoAccess Reports".**

	Confirmed (percent with/without access)	Not confirmed (please explain)
Summary of Employees with Access to General Dentist	<input type="radio"/> <input type="text"/> %	<input type="radio"/> <input type="text"/>
Summary of Employees without Access to General Dentist	<input type="radio"/> <input type="text"/> %	<input type="radio"/> <input type="text"/>

9.2 Confirm you have uploaded a provider network file to the Reference Files from Vendor section in the format provided in Attachment 7. Include only those providers located in Missouri. Name the file "Q9.2 Provider Network".

- ☐ Confirmed
☐ Not confirmed (please explain)

9.3 How many dentists 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 2016	Dropped in 2016	Added in 2017	Dropped in 2017
General dentists	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Specialty dentists	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

- ☐ Yes
☐ No (please explain)

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

General dentists



 %

Specialty dentists

 %

9.6 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

9.7 Provide the number and percentage of network general and specialty dentists in Missouri with closed practices as of 1/1/2018.

Number of general dentists

Percent of general dentists

 %

Number of specialty dentists

Percent of specialty dentists

 %

9.8 Describe the credentialing process including information collected.

Response

9.9 Describe any differences between the initial credentialing process and the recredentialing process.

Response


9.10 Do you conduct provider network compliance inspections?

- ☐ Yes
- ☐ No (please explain)

9.11 How does your organization monitor the current licensure and "good standing" of network dentists?

Response


9.12 Do you monitor patient access to network dentists (e.g. office waiting time, appointment delays or cancellations)?

- ☐ Yes
- ☐ No (please explain)

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

- ☐ Yes
- ☐ No (please list states with no dentists)

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

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

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

Response

9.16 How often are new providers added to your network?

Response

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

- ☐ Yes (please describe)
- ☐ No

9.18 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 "Q9.18 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, 2019.

	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	<input type="text"/>	<input type="text"/>	\$2,000 plus \$0.10 PEPM	<input type="text"/>

10.2 Account Management - Responsiveness. The following category will be reported and measured quarterly beginning January, 2019.

	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 1 business day)	Acknowledgement and response within 8 business hours	<input type="text"/>	<input type="text"/>	For each incident not acknowledged within 8 business hours, \$500 plus \$0.10 PEPM	<input type="text"/>

10.3 Member Service - Average response time. The following category will be measured and reported quarterly beginning January, 2019.

	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	<input type="text"/>	<input type="text"/>	For each full second above standard, \$2,000 plus \$0.10 PEPM	<input type="text"/>

10.4 Member Service - Average abandonment rate. The following category will be measured and reported quarterly beginning January, 2019.

	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%	<input type="text"/>	<input type="text"/>	For each full percentage point above standard, \$2,000 plus \$0.10 PEPM	<input type="text"/>

10.5 Member Service - Response to written inquiries. The following category will be measured and reported quarterly beginning January, 2019.

	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 will be responded to	5 business days or less	<input type="text"/>	<input type="text"/>	For each business day above standard, \$500 plus \$0.10 PEPM	<input type="text"/>

10.6 Eligibility - Timeliness of Installations. The following category will be measured and reported quarterly beginning January, 2019.

	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 36 hours of receipt.	95% within 24 hours	<input type="text"/>	<input type="text"/>	For each full hour beyond 24 hours, \$500 plus \$0.10 PEPM	<input type="text"/>

10.7 Eligibility - Accuracy of Installations. The following category will be reported and measured quarterly beginning January, 2019.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Electronic eligibility records loaded with 99.5% accuracy. This standard is contingent upon receipt of clean eligibility data delivered in an agreed upon format.	100%	<input type="text"/>	<input type="text"/>	For each full percentage point below standard, \$2,000 plus \$0.10 PEPM	<input type="text"/>

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	<input type="text"/>	<input type="text"/>	For each day after stated deadline, \$500 plus \$0.10 PEPM	<input type="text"/>

10.9 ID Card Distribution (if applicable) - Ongoing. The following category will be reported and measured quarterly beginning January, 2019.

	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	<input type="text"/>	<input type="text"/>	For each day beyond the 10th business day, \$500 plus \$0.10 PEPM	<input type="text"/>

10.10 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.

	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%	<input type="text"/>	MCHCP's data vendor will report to MCHCP	For each incident, \$2,000 plus \$0.10 PEPM	<input type="text"/>
Claim file must be submitted to MCHCP's data vendor in proper format on first submission of the month	100%	<input type="text"/>	MCHCP's data vendor will report to MCHCP	For each incident, \$2,000 plus \$0.10 PEPM	<input type="text"/>
Data submission to MCHCP's data vendor must include 100 percent of all required financial fields	100%	<input type="text"/>	MCHCP's data vendor will report to MCHCP	For each incident, \$2,000 plus \$0.10 PEPM	<input type="text"/>
Data submission to MCHCP's data vendor must include all required key fields (subscriber SSN, member DOB, and member gender)	100%	<input type="text"/>	MCHCP's data vendor will report to MCHCP	For each incident, \$2,000 plus \$0.10 PEPM	<input type="text"/>
Data submission to MCHCP's data vendor must include all required key fields (diagnostic coding, provider type, provider ID, etc.)	100%	<input type="text"/>	MCHCP's data vendor will report to MCHCP	For each incident, \$2,000 plus \$0.10 PEPM	<input type="text"/>

10.11 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, 2019	Testing completed by November 16, 2018	<input type="text"/>	MCHCP will determine acceptability of testing	\$2,000 plus \$0.10 PEPM	<input type="text"/>
Contractor's customer service center is prepared to answer MCHCP member questions by October 1, 2018	Customer service center is operational and has been trained on MCHCP's benefit	<input type="text"/>	MCHCP will determine contractor's readiness to address member questions	\$2,000 plus \$0.10 PEPM	<input type="text"/>

10.12 Reporting - The following categories will be measured and reported quarterly beginning January 1, 2019.

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum dollar amount at risk
Standard 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	<input type="text"/>	MCHCP will determine acceptability of reports	For each day beyond deadline for submission, \$2,000 plus \$0.10 PEPM	<input type="text"/>
Customer service reporting must be submitted to MCHCP in the		<input type="text"/>	MCHCP will determine	For each day beyond deadline for submission,	<input type="text"/>

agreed upon format and within 30 days of end of quarter.	Due within 30 days of end of quarter		acceptability of reports	\$2,000 plus \$0.10 PEPM	
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10.13 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.

	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	<input type="text"/>	MCHCP will determine acceptability of file	For each day file was not transmitted on time, \$2,000 plus \$0.10 PEPM	<input type="text"/>

10.14 Claims financial accuracy - The following category will be measured and reported quarterly beginning January, 2019.

	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%	<input type="text"/>	<input type="text"/>	\$2,000 plus \$0.10 PEPM for each full percentage point below standard	<input type="text"/>

10.15 Claims processing accuracy - The following category will be measured and reported quarterly beginning January, 2019.

	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%	<input type="text"/>	<input type="text"/>	\$2,000 plus \$0.10 PEPM for each full percentage point below standard	<input type="text"/>

10.16 Claim turnaround time - Network providers - The following category will be measured and reported quarterly beginning January, 2019.

	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%	<input type="text"/>	<input type="text"/>	\$2,000 plus \$0.10 PEPM for each full percentage point below standard	<input type="text"/>

10.17 Claim turnaround time - Out of Network providers - The following category will be measured and reported quarterly beginning January, 2019.

	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%	<input type="text"/>	<input type="text"/>	\$2,000 plus \$0.10 PEPM for each full percentage point below standard	<input type="text"/>

10.18 Network retention rate - The following category will be measured and reported annually beginning January, 2019.

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

10.19 Overall Satisfaction with contractor - The following category will be measured and reported quarterly beginning January, 2019.

	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%	<input type="text"/>	<input type="text"/>	\$2,000 plus \$0.10 PEPM for each full percentage point below standard	<input type="text"/>

10.20 Preventive care - The following category will be measured and reported annually beginning January, 2019.

	Guarantee			Minimum amount at risk	
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		Will you guarantee this standard (Yes or No)	Measurement process		Maximum dollar amount at risk
Percent of members accessing preventive care	55 percent of members who are continuously enrolled will receive at least one preventive exam per year	<input type="text"/>	<input type="text"/>	For each full percentage point below standard, \$2,000 plus \$0.10 PEPM	<input type="text"/>

10.21 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	<input type="text"/>	<input type="text"/> %	<input type="text"/>
Company 2	<input type="text"/>	<input type="text"/> %	<input type="text"/>
Company 3	<input type="text"/>	<input type="text"/> %	<input type="text"/>
Company 4	<input type="text"/>	<input type="text"/> %	<input type="text"/>
Total MBE Percentage	<input type="text"/>	<input type="text"/> %	<input type="text"/>

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	<input type="text"/>	<input type="text"/> %	<input type="text"/>
Company 2	<input type="text"/>	<input type="text"/> %	<input type="text"/>
Company 3	<input type="text"/>	<input type="text"/> %	<input type="text"/>
Company 4	<input type="text"/>	<input type="text"/> %	<input type="text"/>
Total WBE Percentage	<input type="text"/>	<input type="text"/> %	<input type="text"/>

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	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Current Client #2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Current Client #3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Terminated Client #2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Scope of Work

13.1 Confirm you will meet all General requirements as stated in Exhibit B, Section B1.☐ Confirmed☐ Not confirmed (please explain)**13.2 Confirm you will meet all Eligibility requirements as stated in Exhibit B, Section B2.**☐ Confirmed☐ Not confirmed (please explain)**13.3 Confirm you will meet all Level of Benefits requirements as stated in Exhibit B, Section B3.**☐ Confirmed☐ Not confirmed (please explain)**13.4 Confirm you will meet all Reporting requirements as stated in Exhibit B, Section B4.**☐ Confirmed☐ Not confirmed (please explain)**13.5 Confirm you will agree to all Payment requirements as stated 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
- ☐ Q5.24 Disaster Recovery Plan
- ☐ Q5.25 Disaster Recovery Plan Testing

- ☐ Q6.1 Sample reports
- ☐ Q6.2 Customer service report
- ☐ Q9.1 GeoAccess reports
- ☐ Q9.2 Provider network file
- ☐ Q9.18 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, 2019 through December 31, 2019. 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, 2019) is a firm, fixed price. The submitted prices for the subsequent (2nd - 3rd) years of the contract period (January 1 - December 31, 2020 and January 1 - December 31, 2021 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
2019 Dental RFP
March 16, 2018

These responses are provided by MCHCP to questions received from potential bidders for the 2019 Dental RFP.

General	Response
1 The current benefit plan is a PPO with the same coinsurance for both in and out-of-network. An HMO plan will typically not have any benefits out-of-network. Please confirm you are seeking a PPO benefit.	Confirmed.
2 Please discuss the motivation behind exploring the possibility for multiple dental carriers to co-exist in 2019.	This was also a component of the last RFP for this benefit plan. MCHCP is evaluating the option of expanding choice to membership.
3 Please provide historical rates for 2017, 2016 and 2015.	Please see the attached rate history.
4 Please provide a network savings reporting package which shows annual submitted charges into each network, savings due to dentist negotiated discounts in each network/R&C rollback for OON, and allowed amounts in each network.	Please see attached reporting.
5 Please provide month-by-month EOBs/claim counts/transactions over the last 3 years.	Please see attached reporting. Public entity data is highlighted in green, and state data is highlighted in blue.
6 Please provide the complete benefit booklet/certificate/evidence of coverage book.	Please see attached documents.
7 Are participants receiving ID cards today? If so, how and how often, and does MCHCP want to continue this practice?	Participants do receive ID cards that are prepared and mailed to members' homes by the contractor. ID cards are issued for new members and upon request; they are not re-issued each year. MCHCP is not requiring that ID cards be made available as long as there is a seamless way for providers to confirm participation in the plan.
8 Are the premiums of this benefits program subject to state premium tax or exempt?	MCHCP does not make determinations as to tax applicability. It is up to the vendor to decide which taxes apply to their situation.
9 Under the multi-carrier scenario, will each carrier be offering the same plan? If not, what differences will be offered?	If multiple contracts are awarded, all contractors will offer the same benefit package. Bidders are welcome to propose additional benefits and, if awarded and accepted, those additional benefits would be offered.
10 Can a company include a minimum participation requirement in their contract if MCHCP chooses to award multiple contracts for 2019?	No.
11 Is MCHCP able to provide a detailed benefit booklet?	Please see attached documents.
12 Please confirm the current level of out of network reimbursement.	When using a non-par provider, the dental plan covers services at the same percentage as when services are provided by a participating provider. The member's out of pocket costs may be higher because the non-par provider does not discount their rates like a participating contracted provider.
13 Would MCHCP be interested in receiving a self-funded quote?	MCHCP is not soliciting a self-funded quote at this time.
14 Do we have the ability to subcontract printing and member material, items that MCHCP would manage themselves?	MCHCP will not delegate its responsibilities to the vendor.
15 Please advise if a carrier with all member/provider call, claim, and claim review services on shore with a limited portion of IT/system management services off shore, would be considered as a carrier for consideration by MCHCP for dental or vision services.	MCHCP is obligated to follow Missouri executive order 04-09 when contracting for services. The executive order can be found at https://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp .

Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2019 Dental RFP
March 16, 2018

16	Would MCHCP be open to considering any alternate plan options for review in addition to the current benefits.	Bidders may propose alternate plan designs or additional benefits, but must submit a proposal based on the plan design in the RFP.
17	In addition to submitting our proposal via DirectPath, do you also require a hard copy?	No.
18	Please provide the current percentage of members who receive at least one preventive exam per year.	In 2016, 61.6 percent of members received at least one preventive exam.
19	Our organization will be submitting a proposal as a TPA underwritten by another organization. Do you require financial statements on both entities?	Yes.
20	Please provide a definition of what you consider a subcontractor.	Subcontractor: An individual or business firm contracting to perform part or all of another's contract
21	Are implementation credits required?	No.
22	What is your current enrollment process (online, paper, etc.)?	Most enrollment is done online through MCHCP's secure member portal, though paper enrollment is also available.
23	Is any enrollment funding required?	No.
24	Does 3 year guarantee mean the rates must be unchanged for the 3 year period or rather that the rate for each year can be different as long as they are stated in the quote?	Rates can be different for each year of the contract.
25	Please provide a PPO Utilization/PPO Savings report for the last 12 months, splitting the data by PPO/Premier/out of network.	Please see attached reporting.
26	We know the current enrolled subscribers are around 43,000. How many potential subscribers did not enroll in the plan?	Approximately 14,500 active employees have waived dental coverage.
27	Please provide the current full Summary Plan Description.	Please see attached documents.
28	The specification indicated we are to use the contract in the specifications. We are required by your state law and regulation to only use a contract which we have filed and approved with the state. Is this acceptable?	If you mean the contract between MCHCP and the winning bidder, there is a strong preference for using the contract provided by MCHCP in the RFP materials.
29	Please provide a detailed description of "Public Entity" and "State" as used in the specifications.	"State" references our state employee/retiree membership, including state members from MCHCP, MoDOT, MSHP, and MDC. "Public Entity" references our local government members.
30	Please confirm commissions we are to include with our response.	MCHCP will not pay commissions.

Scope of Work

Response

1	In reference to Section B4.5 in the Scope of Work, is it MCHCP's intent that the annual customer satisfaction survey be provided with the raw data (quantitative and qualitative) from the survey, as well as a survey report?	MCHCP expects to receive the survey report only.
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Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2019 Dental RFP
March 16, 2018

2	In reference to Section B8.5 in the Scope of Work, please advise if MCHCP wants member (subscriber and any eligible dependents) to receive an ID card, or if one or two cards per subscriber household would be acceptable.	ID cards are not required as long as there is a seamless way for providers to verify coverage. If ID cards are provided, 1-2 cards per subscriber is sufficient.
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Questionnaire

Response

1	On the provider file requested in Q9.2, column B of Attachment 7 is titled SSN. We typically have the provider's Tax ID (TIN) that we can report. Will it be acceptable to list the provider's Tax ID in lieu of their Social Security Number, as we don't have SSN on all providers?	Yes.
2	Please clarify the performance guarantee Q10.6 relating to the eligibility file. Is the intent to have all files loaded within 36 hours, with a penalty of 95% when not met?	The performance standard requires that 95 percent of members on the eligibility file be installed and eligibility status effective within 24 hours of receipt of the eligibility file. The reference to 36 hours is an error. Penalties will apply if 95 percent of members are not installed within 24 hours of receipt of the eligibility file.

Eligibility File

Response

1	Regarding the eligibility file, will MCHCP be open to an 834 layout for the various entities?	MCHCP will provide a single eligibility file that will include all members covered under this contract. The file will be in the 834 format.
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Exhibit A-2 Limited Data Use Agreement

Response

1	Is it permissible to redline deviations to the Limited Data Use Agreement prior to signing the document? Or are we to sign this Agreement as is?	MCHCP will consider minor deviations to the Limited Data Use Agreement; however, there is no guarantee that the deviations will be accepted, and any request for deviations will delay the process for gaining access to Attachments 2-5.
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Exhibit A-7 Provider Match

Response

1	The RFP instructions indicate that Exhibit A-7 Provider Match must be completed, signed and uploaded to DirectPath. Please verify that this document needs to be signed, as we did not see any place for signature.	A signature is not required on this document.
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MBE-WBE

Response

1	Within Minority Business/Women Business Enterprise Participation, does total dollar value of the contract refer to our total expenses/retention or to a total premium value?	Total value of the contract refers to premium value.
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**Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2019 Dental RFP
March 16, 2018**

Mandatory Contract Provisions Questionnaire

Response

1	Is the following requirement negotiable? 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.	MCHCP is obligated to follow Missouri executive order 04-09 when contracting for services. The executive order can be found at https://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp .
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Census files

Response

1	Please confirm when we will receive the census. We need all 4 censuses and each should have one line per subscriber and include plan, tier, and home zip code.	Census files are available after receipt of the completed and signed Exhibit A-2, Limited Data Use Agreement, available as a Response Document within the DirectPath system.
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Missouri Consolidated Health Care Plan
Dental Rate History
2015-2017

	2015		2016		2017	
	State	Public Entity	State	Public Entity	State	Public Enttiy
Subscriber Only	\$23.97	\$27.09	\$25.35	\$26.03	\$25.35	\$25.51
Subscriber and Spouse	\$47.76	\$54.21	\$50.50	\$52.10	\$50.50	\$51.06
Subscriber and Child(ren)	\$49.57	\$81.59	\$52.42	\$78.41	\$52.42	\$76.84
Subscriber and Family	\$83.10	\$114.01	\$87.88	\$109.55	\$87.88	\$107.36



Network Savings Report: MCHCP-STATE

Experience: 01/01/2015 through 12/31/2015

Network	# of Visiting Emps	%	# of Visiting Members	%	# of Providers	%	# of Services	%
PPO	11,443	41.5%	21,658	42.2%	2,314	55.4%	116,058	43.6%
Premier	15,210	55.2%	28,129	54.8%	1,603	38.4%	143,891	54.1%
OON	915	3.3%	1,518	3.0%	258	6.2%	5,984	2.3%
Total	27,568		51,305		4,175		265,933	

Network	Submitted Amount	%	MPA Amount	% of Submitted	Paid Amount	%	Savings Amount	% of Submitted
PPO	\$14,764,263	43.5%	\$10,377,023	70.3%	\$5,996,014	37.2%	\$4,387,240	29.72%
Premier	\$18,122,004	53.3%	\$15,600,508	86.1%	\$9,772,357	60.7%	\$2,521,496	13.91%
OON	\$1,085,596	3.2%	\$803,732	74.0%	\$335,640	2.1%	\$281,864	25.96%
Total	\$33,971,863		\$26,781,263		\$16,104,012		\$7,190,600	21.17%



Network Savings Report: MCHCP-STATE

Experience: 01/01/2016 through 12/31/2016

Network	# of Visiting Emps	%	# of Visiting Members	%	# of Providers	%	# of Services	%
PPO	12,093	42.6%	22,841	43.2%	2,517	56.8%	121,655	44.5%
Premier	15,344	54.1%	28,454	53.9%	1,573	35.5%	145,708	53.3%
OON	940	3.3%	1,535	2.9%	343	7.7%	6,002	2.2%
Total	28,377		52,830		4,433		273,365	

Network	Submitted Amount	%	MPA Amount	% of Submitted	Paid Amount	%	Savings Amount	% of Submitted
PPO	\$15,998,864	44.6%	\$11,224,103	70.2%	\$6,488,449	38.2%	\$4,774,761	29.84%
Premier	\$18,780,854	52.4%	\$16,203,265	86.3%	\$10,147,329	59.7%	\$2,577,589	13.72%
OON	\$1,062,304	3.0%	\$788,720	74.2%	\$351,417	2.1%	\$273,583	25.75%
Total	\$35,842,022		\$28,216,089		\$16,987,195		\$7,625,933	21.28%



Network Savings Report: MCHCP-STATE

Experience: 01/01/2017 through 12/31/2017

Network	# of Visiting Emps	%	# of Visiting Members	%	# of Providers	%	# of Services	%
PPO	12,876	44.0%	24,266	44.4%	2,658	58.3%	128,380	45.6%
Premier	15,612	53.3%	29,009	53.1%	1,544	33.9%	148,279	52.6%
OON	797	2.7%	1,359	2.5%	356	7.8%	5,089	1.8%
Total	29,285		54,634		4,558		281,748	

Network	Submitted Amount	%	MPA Amount	% of Submitted	Paid Amount	%	Savings Amount	% of Submitted
PPO	\$17,744,245	46.6%	\$12,230,745	68.9%	\$6,933,617	39.6%	\$5,513,500	31.07%
Premier	\$19,352,396	50.9%	\$16,467,035	85.1%	\$10,311,637	58.8%	\$2,885,361	14.91%
OON	\$948,614	2.5%	\$711,397	75.0%	\$283,077	1.6%	\$237,217	25.01%
Total	\$38,045,256		\$29,409,178		\$17,528,331		\$8,636,078	22.70%



Network Savings Report: MCHCP-PUBLIC ENTITY

Group Number(s): MO19871000

Experience: 01/01/2015 through 12/31/2015

Network	# of Visiting Emps	%	# of Visiting Members	%	# of Providers	%	# of Services	%
PPO	104	47.3%	161	47.1%	121	51.3%	893	51.1%
Premier	108	49.1%	173	50.6%	108	45.8%	807	46.2%
OON	8	3.6%	8	2.3%	7	3.0%	47	2.7%
Total	220		342		236		1,747	

Network	Submitted Amount	%	MPA Amount	% of Submitted	Paid Amount	%	Savings Amount	% of Submitted
PPO	\$149,045	61.7%	\$108,423	72.7%	\$49,522	48.6%	\$40,622	27.25%
Premier	\$86,257	35.7%	\$74,532	86.4%	\$49,921	49.0%	\$11,725	13.59%
OON	\$6,420	2.7%	\$3,876	60.4%	\$2,541	2.5%	\$2,544	39.63%
Total	\$241,722		\$186,831		\$101,983		\$54,891	22.71%



Network Savings Report: MCHCP-PUBLIC ENTITY

Group Number(s): MO19871000

Experience: 01/01/2016 through 12/31/2016

Network	# of Visiting Emps	%	# of Visiting Members	%	# of Providers	%	# of Services	%
PPO	104	49.5%	147	48.7%	114	50.4%	786	51.3%
Premier	94	44.8%	142	47.0%	100	44.2%	693	45.3%
OON	12	5.7%	13	4.3%	12	5.3%	52	3.4%
Total	210		302		226		1,531	

Network	Submitted Amount	%	MPA Amount	% of Submitted	Paid Amount	%	Savings Amount	% of Submitted
PPO	\$103,802	53.7%	\$76,005	73.2%	\$42,295	46.9%	\$27,797	26.78%
Premier	\$82,309	42.6%	\$70,274	85.4%	\$45,429	50.3%	\$12,035	14.62%
OON	\$7,245	3.7%	\$4,149	57.3%	\$2,525	2.8%	\$3,096	42.73%
Total	\$193,356		\$150,428		\$90,249		\$42,928	22.20%



Network Savings Report: MCHCP-PUBLIC ENTITY

Group Number(s): MO19871000

Experience: 01/01/2017 through 12/31/2017

Network	# of Visiting Emps	%	# of Visiting Members	%	# of Providers	%	# of Services	%
PPO	95	46.3%	131	45.0%	94	44.1%	678	45.0%
Premier	100	48.8%	149	51.2%	109	51.2%	773	51.4%
OON	10	4.9%	11	3.8%	10	4.7%	54	3.6%
Total	205		291		213		1,505	

Network	Submitted Amount	%	MPA Amount	% of Submitted	Paid Amount	%	Savings Amount	% of Submitted
PPO	\$90,326	45.4%	\$62,734	69.5%	\$37,550	40.2%	\$27,592	30.55%
Premier	\$100,425	50.5%	\$85,707	85.3%	\$52,957	56.8%	\$14,718	14.66%
OON	\$8,292	4.2%	\$6,410	77.3%	\$2,786	3.0%	\$1,882	22.70%
Total	\$199,043		\$154,851		\$93,293		\$44,192	22.20%



MCHCP - Group Numbers MO76301001 and MO19871000

Claim Count and Frequency by Month

Paid Dates 01/01/2015-12/31/2017

MGN	Month	Claim Count	Frequency
19872000	1/1/2015	69	160
19872000	2/1/2015	67	144
19872000	3/1/2015	52	129
19872000	4/1/2015	85	186
19872000	5/1/2015	58	132
19872000	6/1/2015	59	147
19872000	7/1/2015	68	165
19872000	8/1/2015	58	134
19872000	9/1/2015	57	138
19872000	10/1/2015	64	156
19872000	11/1/2015	48	100
19872000	12/1/2015	54	116
19872000	1/1/2016	56	117
19872000	2/1/2016	52	125
19872000	3/1/2016	57	134
19872000	4/1/2016	63	155
19872000	5/1/2016	47	94
19872000	6/1/2016	64	143
19872000	7/1/2016	41	101
19872000	8/1/2016	53	130
19872000	9/1/2016	50	119
19872000	10/1/2016	56	134
19872000	11/1/2016	48	96
19872000	12/1/2016	62	156
19872000	1/1/2017	38	81
19872000	2/1/2017	52	104
19872000	3/1/2017	61	165
19872000	4/1/2017	47	100
19872000	5/1/2017	52	130
19872000	6/1/2017	57	131
19872000	7/1/2017	48	97
19872000	8/1/2017	64	140
19872000	9/1/2017	47	115
19872000	10/1/2017	58	136
19872000	11/1/2017	64	148
19872000	12/1/2017	57	132

76301001	1/1/2015	7,937	18,370
76301001	2/1/2015	7,481	17,978
76301001	3/1/2015	7,469	17,897
76301001	4/1/2015	9,531	22,627
76301001	5/1/2015	7,191	17,056
76301001	6/1/2015	7,034	16,743
76301001	7/1/2015	9,208	21,715
76301001	8/1/2015	7,548	17,607
76301001	9/1/2015	6,716	15,288
76301001	10/1/2015	8,904	20,233
76301001	11/1/2015	7,437	16,883
76301001	12/1/2015	8,275	18,380
76301001	1/1/2016	7,472	17,414
76301001	2/1/2016	7,588	17,999
76301001	3/1/2016	9,320	22,278
76301001	4/1/2016	8,205	19,714
76301001	5/1/2016	7,479	17,836
76301001	6/1/2016	9,203	22,054
76301001	7/1/2016	7,222	16,959
76301001	8/1/2016	7,863	18,202
76301001	9/1/2016	8,598	19,510
76301001	10/1/2016	7,446	16,777
76301001	11/1/2016	7,493	16,903
76301001	12/1/2016	9,191	20,991
76301001	1/1/2017	6,961	16,473
76301001	2/1/2017	7,799	18,581
76301001	3/1/2017	10,288	24,791
76301001	4/1/2017	7,487	17,841
76301001	5/1/2017	8,137	19,274
76301001	6/1/2017	9,405	22,463
76301001	7/1/2017	7,149	17,115
76301001	8/1/2017	9,755	22,813
76301001	9/1/2017	7,016	15,833
76301001	10/1/2017	7,732	17,735
76301001	11/1/2017	9,080	20,436
76301001	12/1/2017	8,860	20,031



Summary Plan Description (SPD)

Delta Dental PPO

*MCHCP - State of Missouri
Group # 7630*

DentaFlex

(For Customer Service and Benefit Information)

(314) 656-3001

(800) 335-8266

www.deltadentalmo.com

Delta Dental of Missouri

PO Box 8690, St. Louis, MO 63126-0690

About Your Coverage

About Delta Dental

Your dental coverage is provided by Delta Dental of Missouri (DDMO), a not-for-profit corporation. DDMO is a member of a nationwide system of dental benefit providers, known as Delta Dental Plans Association (DDPA), the largest provider of dental benefits in America.

Your Membership Card

Dentists do not typically require an ID card, and your dentist can always call DDMO to verify your coverage. If you, your group or dentist prefers that you have an ID card, DDMO will provide you one. ID cards are available through your group or DDMO, by mail or on our website.

Selecting Your Dentist

You may visit the dentist of your choice and select any dentist on a treatment by treatment basis. It is important to remember your out-of-pocket costs may vary depending on your choice. You have three options.

1. PPO Participating Dentist (Delta Dental PPO Network). Delta Dental's PPO network consists of dentists who have agreed to accept payment based on the applicable PPO Maximum Plan Allowance and to abide by Delta Dental policies. This network offers you cost control and claim filing benefits.

2. Non-PPO Participating Dentist (Delta Dental Premier Network). Delta Dental's Premier network consists of dentists who have agreed to accept payment based on the applicable Premier Maximum Plan Allowance. This network also offers you cost control and claim filing benefits. However, your out-of-pocket expenses (deductibles and coinsurance amounts) may be higher with a Premier dentist, based upon your plan design.

3. Non-Participating Dentist. If you go to a non-participating dentist (not contracted with a Delta Dental plan), DDMO will make payment directly to you based on the applicable Maximum Plan Allowance for the non-participating dentist. It will be your obligation to make full payment to the dentist and file your own claim. Obtain a claim form from your Plan Administrator's office or from DDMO.

Advantages of Selecting Participating Dentists

All participating dentists (PPO and Premier) have the necessary forms needed to submit your claim. Delta Dental participating dentists will usually file your claims for you and DDMO will pay them directly for covered services. Visit our website at deltadentalmo.com to find out if your dentist participates or contact DDMO to automatically receive, at no cost, a list of PPO and Premier participating dentists in your area. You are not responsible for paying the participating dentist any amount that exceeds the PPO or Premier Maximum Plan Allowance, whichever is applicable. You are only responsible for any noncovered charges, deductible and coinsurance amounts.

Eligibility

To be eligible for this coverage, you must meet the eligibility requirements set forth on the **Schedule of Benefits**. You become eligible for the coverage on the day specified on the **Schedule of Benefits** or the **ERISA Information**. If desired, you may obtain a copy of the qualified medical child support order and other special eligibility procedures, at no charge, upon request.

Enrolling

At the time of initial enrollment, a member must select one of the membership types offered in the application. If your membership application is not received within 31 days after you first become eligible, your coverage will not become effective until your group's next renewal date. If your dependents (e.g., spouse and dependent children) are not added to your membership within 31 days after they first become eligible dependents (an additional 10 days will be allowed to enroll a newborn child), their coverage will not become effective until your group's next renewal date. During the benefit period, a member may only change his or her selected membership type because of marriage, birth, adoption (or date of placement for purposes of adoption), divorce, death, a Dependent reaching the

limiting age or another designated change in status (if any) under the Membership Certificate. Additional dues or service charges may apply to the change. If a member changes his or her membership type during the annual open enrollment, he or she must wait one-year in order to make another change in membership type (unless the member has a change in status identified above), and then only on your group's next renewal date.

Dependent Children

A dependent child (natural, stepchildren or legally adopted) is eligible for coverage until the end of the month in which he or she reaches the dependent age limit (shown on your **Schedule of Benefits**) or is eligible to enroll or enrolled under any other employer-sponsored group health plan that provides dental benefits. Unmarried dependent children who are incapable of self-support because of physical or mental impairments can continue to be protected under your membership regardless of age, if they become impaired before reaching age 26. A special application must be completed by you and your dependent child's physician at least 31 days before your child's 26th birthday. DDMO may require proof of continued disability and dependence once a year thereafter.

Explanation of Benefits

In certain situations, when a claim is filed by you or your dentist, you may receive a form called an Explanation of Benefits (EOB) from us (e.g., the claim is denied or a balance due to the dentist). It tells you what services were covered and what, if any, were not. An explanation of how to appeal a claim is on the front of the EOB as well as in this Summary Plan Description (SPD).

Coordination of Benefits and Termination

If you have other dental coverage, benefits under this program are coordinated with benefits under any such other program to avoid duplication of payment. The two programs together will not pay more than 100% of covered expenses. DDMO may recover benefit overpayments. An enrollee's coverage will terminate for, among other things, the following: the enrollee no longer meets the eligibility requirements, the group's coverage is terminated, or the member dies. Termination of coverage does not prejudice claims originating prior to termination.

Conversion and Continuation of Coverage

Coverage may not be converted to an individual plan upon termination of employment. If coverage for you or an eligible dependent (qualified beneficiary) ceases because of certain "qualifying events" (e.g., termination of employment, reduction in hours, divorce, death, child's ceasing to meet the definition of dependent) specified in a federal law called COBRA, then you or your eligible dependent may have the right to purchase continuing coverage for a limited period of time (which may be 18 or 36 months (or some other period of time) depending on the circumstances), if such coverage is timely elected during the 60 day election period, which 60 days after the date coverage would have stopped due to a qualifying event or 60 days after the date the person is sent notice of the right to continue coverage. The qualified beneficiary must timely pay the full applicable cost for this continuation coverage on a monthly basis. Enrollees that may be eligible for such continued coverage should contact their Plan Administrator's office to advise them of the qualifying event and to receive information specific to their circumstances. For more information about COBRA rights, please contact your Plan Administrator's office.

Claim Predetermination

If the care you need costs less than \$200 or is emergency care, your dentist will proceed with treatment at your option. If the cost estimate is more than \$200 and is not emergency care, your dentist will determine what treatment you need and could submit a treatment plan to DDMO for predetermination of benefits. This estimate will enable you to determine in advance how much of the cost will be paid by your dental coverage and how much you will be responsible for paying.

Benefit Outline

Your Schedule of Benefits included in this SPD will show which of the levels of coverage listed below are included in your dental program. It will also show the amount of your deductible and which levels of coverage the deductible applies to. After you satisfy your dental deductible (if it applies), your dental benefits will pay a specific percentage of the allowed amount of covered services, up to your benefit maximum each benefit period. You will be responsible for the remaining coinsurance amount.

For your benefit maximum(s) and your covered percentage(s), refer to your Schedule of Benefits. (If you have orthodontic benefits, you will have a separate lifetime maximum for these benefits.) Your dental benefits are provided according to a benefit period as described in your Schedule of Benefits.

Refer to your **Schedule of Benefits** to determine the extent of your coverage.

Dental Services - Levels of Coverage

A: Preventive Dental Services

- Oral examinations (evaluations), twice in any benefit period (includes all types)
- Bitewing x-rays are limited to one set per benefit period.
- Dental prophylaxis (cleaning, scaling, and polishing including periodontal maintenance visits), twice in any benefit period
- Two additional cleanings are covered per benefit period for patients who are pregnant, diabetic, have a suppressed immune system, or have a history of periodontal therapy. To be eligible for the additional cleaning benefits you must submit a completed Self-Report form which can be obtained at www.deltadentalmo.com by clicking on the *Healthy Smiles, Healthy Lives* logo or by contacting customer service. If periodontal therapy has already been reported on your claims, the Self-Report form is not necessary.
- Brush Biopsy to detect oral cancer
- Topical fluoride application for dependent children under age 14, once in any benefit period
- Sealants: for all participants, limited to caries-free occlusal surfaces of the first and second permanent molars, once in 5 years

B: Basic Dental Services

- Periapical x-rays as required
- Full-mouth x-rays once in 5 years
- Restorative services using amalgam, synthetic porcelain, and plastic filling material
- Simple extractions
- Emergency palliative treatment as needed (minor procedures to temporarily reduce or eliminate pain)
- Space maintainers that replace prematurely lost teeth of eligible dependent children under age 14, once in 5 years, except for accidental injuries

C: Major Dental Services

- Periodontics: treatment for diseases of the gums and bone supporting the teeth. Periodontal surgery is covered only once in a 3 year period for the same site. Coverage for scaling and root planing are limited to once per 24 months
- Endodontics: root canal filling and pulpal therapy (therapy for the soft tissue of a tooth)
- Prosthetics: bridges and dentures, once in 7 years.
- Crowns, jackets, labial veneers, inlays, and onlays when required for restorative purposes and when teeth cannot be restored with a filling material, once in 7 years
- Oral surgery including surgical extractions (except for simple extractions under Coverage B)
- General anesthesia in conjunction with covered surgical procedures
- Denture repairs and relines
- Implants, as well as bone grafts, are a covered benefit. Limited to once in 7 years per tooth.

Coverage Limitations

- A panoramic film with or without other films is considered equivalent to a full mouth series for coverage purposes. Coverage for multiple radiographs on the same date of service will not exceed the coverage level for complete mouth series.
- Charges for replacement of filling restorations are only covered once in a 24 month period, unless the damage to that tooth was caused by accidental injury not related to the normal function of the tooth or teeth.
- Endodontic (root canal treatment) on the same tooth is covered only once in a 2 year period. Re-treatment of the same tooth is allowed when performed by a different dental office.
- A 12 month waiting period applies to all Coverage C services. Participants must be enrolled for 12 months in this plan before becoming eligible for Coverage C benefits.
- If an existing bridge or denture cannot be made satisfactory, a replacement will be covered only once in 7 years, but not during the first year of Coverage C benefits.
- Dental benefits for an initial or replacement crown, jacket, labial veneer, inlay or onlay on or for a particular tooth will only be provided once in 7 years, unless the damage to that tooth was caused by accidental injury not related to the normal function of the tooth or teeth.

If you receive care from more than one dentist or service provider for the same procedure, benefits will not exceed what would have been paid to one dentist for that procedure (including, but not limited to prosthetics, and root canal therapy). If alternative treatments are available, DDMO will be liable for the least costly professionally satisfactory treatment. This would include, but is not limited to, services such as composite resin fillings on molar teeth, in which case the benefits are based on the allowed amount for an amalgam (silver) filling; or services such as fixed bridges, in which case the benefits may be based on the allowed amount for a removable partial denture.

Services Not Covered

Charges for the following are not covered:

- Services or supplies for which the enrollee, absent this coverage, would normally incur no charge, such as care rendered by a dentist to a member of his immediate family or the immediate family of his spouse.
- Services or supplies for which coverage is available under workers' compensation or employers' liability laws.
- Services or supplies performed for cosmetic purposes or to correct congenital malformations, except newborns with congenital dental defects.
- Services that require multiple visits, which commenced prior to the membership effective date (including prosthetics and orthodontic care).
- Services or supplies related to temporomandibular joint (TMJ) dysfunction (this involves the jaw hinge joint connecting the upper and lower jaws).
- Services or supplies not specifically stated as covered dental services (including hospital or prescription drug charges).
- Replacement of dentures and other dental appliances which are lost or stolen.
- Diseases contracted or injuries or conditions sustained as a result of any act of war.
- Denture adjustments for the first six months after the dentures are initially received. Separate fees may not be charged by participating dentists.
- Complete occlusal adjustments, crowns for occlusal correction, athletic mouthguards, nightguards, bruxism appliances, and bite therapy appliances.
- Tooth preparation, temporary crowns, bases, impressions, and anesthesia or other services which are part of the complete dental procedure. These services are considered components of, and included in the fee for the complete procedure. Separate fees may not be charged by participating dentists.
- Analgesia, including Nitrous Oxide, duplication of radiographs, or temporary appliances.
- Services or supplies covered under a terminal liability, extension of benefits, or similar provision, of a program being replaced by this program.
- Services or supplies rendered by a dental or medical department maintained by or on behalf of a group, a mutual benefit association, union, trustee or similar person or group.
- Services or supplies provided or paid for by or under any governmental agency or program or law, except charges which the person is legally obligated to pay (this exclusion extends to any benefits provided under the U.S. Social Security Act, as amended).
- Services rendered beyond the scope of a dentist's or service provider's license, or experimental or investigational services/supplies.
- Services or supplies that a dentist determines for any reason, in his professional judgment, should not be provided.
- Instructions in dental hygiene, dietary planning, or plaque control.
- Missed appointments or claim form completion.
- Infection control, including sterilization of supplies and equipment.
- Orthodontics

How To File and Appeal A Claim

Your claims must be filed by the end of the calendar year following the year in which services were rendered. DDMO is not obligated to pay claims submitted after this period. If a claim is denied due to a PPO or Premier participating dentist's failure to make timely submission, you will not be liable to such dentist for the amount which would have been payable by DDMO, provided you advised the dentist of your eligibility for benefits at the time of treatment.

You will be provided written notice if your claim for benefits under the Plan has been denied, setting forth the specific reasons for such denial, written in a manner to be understood by you. Additionally, if your claim for benefits has been denied, you will be afforded a reasonable opportunity for full review of the decision denying the claim, including appeals and requests for review.

DDMO has established a first-level and second-level review process for written complaints. A first-level review, whether related to an adverse benefit determination or for reasons other than an adverse benefit determination, must be submitted in writing to DDMO's Customer Service Department. You have 180 days to submit your written complaint after receiving the denial or the notice that gave rise to the complaint. DDMO shall allow 180 days from the date allowed to file the first level complaint or 180 days from the date DDMO sent notification to the person who submitted the complaint of DDMO's resolution of said first level complaint, whichever is later. Any complaint should be accompanied by documents or records in support of the complaint. You may review pertinent documents relating to the claim and submit issues and comments in writing for consideration.

DDMO will acknowledge receipt in writing within ten working days and will investigate the complaint within twenty working days after receipt of a complaint. If additional time is needed to complete the investigation, DDMO will notify you in writing on or before the twentieth working day with the investigation completed within thirty working days thereafter. DDMO will notify you in writing of the decision within five working days following the investigation. You have the right to request a second-level review, in which case, DDMO shall follow the same time frames as a first-level review except in the case of a request for an expedited review where life or health of an enrollee may be in jeopardy. Any first-level complaint should be sent to: Delta Dental of Missouri, Customer Service Department, 12399 Gravois Rd, St. Louis, MO 63127-1702. Second-level appeals should be sent to: Delta Dental of Missouri, Appeals Committee, 12399 Gravois Rd, St. Louis, MO 63127-1702. You have the right to file an appeal with the Director of the Missouri Department of Insurance, Finance and Professional Registration (DIFP) at any time. For detailed information on filing an appeal with the Missouri Department of Insurance, Finance and Professional Registration (DIFP) contact: Missouri Department of Insurance, Finance and Professional Registration (DIFP), ATTN: Consumer Affairs, PO Box 690, Jefferson City, MO 65102. The consumer hot line is 1-800-726-7390.

This document is a "summary plan description" (SPD) of your dental care coverage, which is more fully described in the Membership Certificate (plan document). Because this document is a summary, it does not contain a complete explanation of each and every provision or term contained within the more comprehensive Membership Certificate. Where there are conflicts or inconsistencies between the language of the SPD and the Membership Certificate, the language of the Membership Certificate governs. DDMO has the right to amend this SPD and the Membership Certificate, and has discretion and authority to interpret the provisions and terms of this SPD and the Membership Certificate. In addition, your group reserves the right to change or terminate its dental care plan at any time. This SPD is not a guarantee of employment or an employment contract.

Delta Dental of Missouri - Schedule of Benefits

PPO - DentaFlex

Refer to the section, Benefit Outline, in this Summary Plan Description (SPD) for a more detailed explanation of levels of coverage.

For members of: MCHCP – State of Missouri

Group Number: 7630 all sublocations

Coverage Levels and Percentages:	PPO Dentist	Premier & Non-Participating Dentist
Coverage A:	100%	100%
Coverage B:	80%	80%
Coverage C:	50%	50%

Deductible:	\$50	\$50
Applies to:	B & C Coverage	B & C Coverage
Family limit:	Per person	Per person

Amounts paid by Member towards the deductible apply to all deductible categories (PPO, Premier and Non-Participating Dentist).

Benefit Maximum:

Coverage A, B, and C (if applicable):	\$1,000	\$1,000
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Amounts paid by Delta are applied to all benefit maximums (PPO, Premier and Non-Participating Dentist).

Dependent Age Limit: 26

Effective Date of Program: 01/01/2016

Renewal Date may sometimes be referred to as Anniversary Date.

Benefit Period: Dental benefits are provided according to a calendar year benefit period. The calendar year benefit period begins on the Effective Date and ends on December 31st of the year in which the Effective Date occurs. A new calendar year benefit period begins each year on January 1st.

Eligibility: To be eligible for this coverage, you must be an active full-time employee of the group or a designated affiliate. "Active" means an employee regularly working at least the number of hours in the normal work week set by your group (but not less than 20 hours). You must be actively at work, unless your group was enrolled in another DDMO program prior to changing to this program.

If coverage is dropped at any time, members or their dependents may not reenroll until the first open enrollment following one year.

New members and their dependents become eligible for this coverage on the first of the month following date of employment. Coverage ends on the last day of the month of employment.

In lieu of the benefits described in this SPD, your customized program is as follows:

- **MAXAdvantageSM** Benefit Option is included in this program. Charges for exams, cleanings, x-rays, and fluoride treatments do not apply towards your annual maximum.

Plan Information

Name of Plan: The MCHCP – State of Missouri Dental Plan referred to herein as the Plan.

Plan Number: None provided

Dental Plan for Members of: MCHCP – State of Missouri

Group Address: PO Box 104355
Jefferson City, MO 65110

Tax ID Number: 43-1652936

Type of Plan and Administration:

The Plan is a group dental plan. The Plan is administered by the Plan Administrator through an insured contract with DDMO. Certain functions are performed on behalf of the Plan by DDMO. These functions include, but are not limited to, administration and payment of claims, customer service assistance, and issuing of Summary Plan Descriptions.

Plan Administrator: MCHCP – State of Missouri
Attention: Judith Muck
PO Box 104355
Jefferson City, MO 65110
800-701-8881

Agent of Legal Service: MCHCP – State of Missouri
Attention: Judith Muck
PO Box 104355
Jefferson City, MO 65110

In addition, service of process may be made upon the Plan Administrator or Trustee.

Trustee: MCHCP Board of Trustees
PO Box 104355
Jefferson City, MO 65110

Plan's Fiscal Year Ends: 06/30

Funding Is: Contributory

Contributions to the Plan are made by the member. The amount the group contributes to the plan will be determined at the group's discretion from time to time. This practice can be stopped or modified at any time without prior notice to the member.



Summary Plan Description (SPD)

Delta Dental PPO

*MCHCP - Public Entity
Group # 1987-1000*

DentaFlex

(For Customer Service and Benefit Information)

(314) 656-3001

(800) 335-8266

www.deltadentalmo.com

Delta Dental of Missouri

PO Box 8690, St. Louis, MO 63126-0690

About Your Coverage

About Delta Dental

Your dental coverage is provided by Delta Dental of Missouri (DDMO), a not-for-profit corporation. DDMO is a member of a nationwide system of dental benefit providers, known as Delta Dental Plans Association (DDPA), the largest provider of dental benefits in America.

Your Membership Card

Dentists do not typically require an ID card, and your dentist can always call DDMO to verify your coverage. If you, your group or dentist prefers that you have an ID card, DDMO will provide you one. ID cards are available through your group or DDMO, by mail or on our website.

Selecting Your Dentist

You may visit the dentist of your choice and select any dentist on a treatment by treatment basis. It is important to remember your out-of-pocket costs may vary depending on your choice. You have three options.

1. PPO Participating Dentist (Delta Dental PPO Network). Delta Dental's PPO network consists of dentists who have agreed to accept payment based on the applicable PPO Maximum Plan Allowance and to abide by Delta Dental policies. This network offers you cost control and claim filing benefits.

2. Non-PPO Participating Dentist (Delta Dental Premier Network). Delta Dental's Premier network consists of dentists who have agreed to accept payment based on the applicable Premier Maximum Plan Allowance. This network also offers you cost control and claim filing benefits. However, your out-of-pocket expenses (deductibles and coinsurance amounts) may be higher with a Premier dentist, based upon your plan design.

3. Non-Participating Dentist. If you go to a non-participating dentist (not contracted with a Delta Dental plan), DDMO will make payment directly to you based on the applicable Maximum Plan Allowance for the non-participating dentist. It will be your obligation to make full payment to the dentist and file your own claim. Obtain a claim form from your Plan Administrator's office or from DDMO.

Advantages of Selecting Participating Dentists

All participating dentists (PPO and Premier) have the necessary forms needed to submit your claim. Delta Dental participating dentists will usually file your claims for you and DDMO will pay them directly for covered services. Visit our website at deltadentalmo.com to find out if your dentist participates or contact DDMO to automatically receive, at no cost, a list of PPO and Premier participating dentists in your area. You are not responsible for paying the participating dentist any amount that exceeds the PPO or Premier Maximum Plan Allowance, whichever is applicable. You are only responsible for any noncovered charges, deductible and coinsurance amounts.

Eligibility

To be eligible for this coverage, you must meet the eligibility requirements set forth on the **Schedule of Benefits**. You become eligible for the coverage on the day specified on the **Schedule of Benefits** or the **ERISA Information**. If desired, you may obtain a copy of the qualified medical child support order and other special eligibility procedures, at no charge, upon request.

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At the time of initial enrollment, a member must select one of the membership types offered in the application. If your membership application is not received within 31 days after you first become eligible, your coverage will not become effective until your group's next renewal date. If your dependents (e.g., spouse and dependent children) are not added to your membership within 31 days after they first become eligible dependents (an additional 10 days will be allowed to enroll a newborn child), their coverage will not become effective until your group's next renewal date. During the benefit period, a member may only change his or her selected membership type because of marriage, birth, adoption (or date of placement for purposes of adoption), divorce, death, a Dependent reaching the

limiting age or another designated change in status (if any) under the Membership Certificate. Additional dues or service charges may apply to the change. If a member changes his or her membership type during the annual open enrollment, he or she must wait one-year in order to make another change in membership type (unless the member has a change in status identified above), and then only on your group's next renewal date.

Dependent Children

A dependent child (natural, stepchildren or legally adopted) is eligible for coverage until the end of the month in which he or she reaches the dependent age limit (shown on your **Schedule of Benefits**) or is eligible to enroll or enrolled under any other employer-sponsored group health plan that provides dental benefits. Unmarried dependent children who are incapable of self-support because of physical or mental impairments can continue to be protected under your membership regardless of age, if they become impaired before reaching age 26. A special application must be completed by you and your dependent child's physician at least 31 days before your child's 26th birthday. DDMO may require proof of continued disability and dependence once a year thereafter.

Explanation of Benefits

In certain situations, when a claim is filed by you or your dentist, you may receive a form called an Explanation of Benefits (EOB) from us (e.g., the claim is denied or a balance due to the dentist). It tells you what services were covered and what, if any, were not. An explanation of how to appeal a claim is on the front of the EOB as well as in this Summary Plan Description (SPD).

Coordination of Benefits and Termination

If you have other dental coverage, benefits under this program are coordinated with benefits under any such other program to avoid duplication of payment. The two programs together will not pay more than 100% of covered expenses. DDMO may recover benefit overpayments. An enrollee's coverage will terminate for, among other things, the following: the enrollee no longer meets the eligibility requirements, the group's coverage is terminated, or the member dies. Termination of coverage does not prejudice claims originating prior to termination.

Conversion and Continuation of Coverage

Coverage may not be converted to an individual plan upon termination of employment. If coverage for you or an eligible dependent (qualified beneficiary) ceases because of certain "qualifying events" (e.g., termination of employment, reduction in hours, divorce, death, child's ceasing to meet the definition of dependent) specified in a federal law called COBRA, then you or your eligible dependent may have the right to purchase continuing coverage for a limited period of time (which may be 18 or 36 months (or some other period of time) depending on the circumstances), if such coverage is timely elected during the 60 day election period, which 60 days after the date coverage would have stopped due to a qualifying event or 60 days after the date the person is sent notice of the right to continue coverage. The qualified beneficiary must timely pay the full applicable cost for this continuation coverage on a monthly basis. Enrollees that may be eligible for such continued coverage should contact their Plan Administrator's office to advise them of the qualifying event and to receive information specific to their circumstances. For more information about COBRA rights, please contact your Plan Administrator's office.

Claim Predetermination

If the care you need costs less than \$200 or is emergency care, your dentist will proceed with treatment at your option. If the cost estimate is more than \$200 and is not emergency care, your dentist will determine what treatment you need and could submit a treatment plan to DDMO for predetermination of benefits. This estimate will enable you to determine in advance how much of the cost will be paid by your dental coverage and how much you will be responsible for paying.

Benefit Outline

Your Schedule of Benefits included in this SPD will show which of the levels of coverage listed below are included in your dental program. It will also show the amount of your deductible and which levels of coverage the deductible applies to. After you satisfy your dental deductible (if it applies), your dental benefits will pay a specific percentage of the allowed amount of covered services, up to your benefit maximum each benefit period. You will be responsible for the remaining coinsurance amount.

For your benefit maximum(s) and your covered percentage(s), refer to your Schedule of Benefits. (If you have orthodontic benefits, you will have a separate lifetime maximum for these benefits.) Your dental benefits are provided according to a benefit period as described in your Schedule of Benefits.

Refer to your **Schedule of Benefits** to determine the extent of your coverage.

Dental Services - Levels of Coverage

A: Preventive Dental Services

- Oral examinations (evaluations), twice in any benefit period (includes all types)
- Bitewing x-rays are limited to one set per benefit period.
- Dental prophylaxis (cleaning, scaling, and polishing including periodontal maintenance visits), twice in any benefit period
- Two additional cleanings are covered per benefit period for patients who are pregnant, diabetic, have a suppressed immune system, or have a history of periodontal therapy. To be eligible for the additional cleaning benefits you must submit a completed Self-Report form which can be obtained at www.deltadentalmo.com by clicking on the *Healthy Smiles, Healthy Lives* logo or by contacting customer service. If periodontal therapy has already been reported on your claims, the Self-Report form is not necessary.
- Brush Biopsy to detect oral cancer
- Topical fluoride application for dependent children under age 14, once in any benefit period
- Sealants: for all participants, limited to caries-free occlusal surfaces of the first and second permanent molars, once in 5 years

B: Basic Dental Services

- Periapical x-rays as required
- Full-mouth x-rays once in 5 years
- Restorative services using amalgam, synthetic porcelain, and plastic filling material
- Simple extractions
- Emergency palliative treatment as needed (minor procedures to temporarily reduce or eliminate pain)
- Space maintainers that replace prematurely lost teeth of eligible dependent children under age 14, once in 5 years, except for accidental injuries

C: Major Dental Services

- Periodontics: treatment for diseases of the gums and bone supporting the teeth. Periodontal surgery is covered only once in a 3 year period for the same site. Coverage for scaling and root planing are limited to once per 24 months
- Endodontics: root canal filling and pulpal therapy (therapy for the soft tissue of a tooth)
- Prosthetics: bridges and dentures, once in 7 years.
- Crowns, jackets, labial veneers, inlays, and onlays when required for restorative purposes and when teeth cannot be restored with a filling material, once in 7 years
- Oral surgery including surgical extractions (except for simple extractions under Coverage B)
- General anesthesia in conjunction with covered surgical procedures
- Denture repairs and relines
- Implants are not a covered benefit; however, an alternate benefit allowance will be provided based on the cost of a removable partial denture or fixed bridge. Limited to once in 7 years per tooth.

Coverage Limitations

- A panoramic film with or without other films is considered equivalent to a full mouth series for coverage purposes. Coverage for multiple radiographs on the same date of service will not exceed the coverage level for complete mouth series.
- Charges for replacement of filling restorations are only covered once in a 24 month period, unless the damage to that tooth was caused by accidental injury not related to the normal function of the tooth or teeth.
- Endodontic (root canal treatment) on the same tooth is covered only once in a 2 year period. Re-treatment of the same tooth is allowed when performed by a different dental office.
- A 12 month waiting period applies to all Coverage C services. Participants must be enrolled for 12 months in this plan before becoming eligible for Coverage C benefits.
- If an existing bridge or denture cannot be made satisfactory, a replacement will be covered only once in 7 years, but not during the first year of Coverage C benefits.
- Dental benefits for an initial or replacement crown, jacket, labial veneer, inlay or onlay on or for a particular tooth will only be provided once in 7 years, unless the damage to that tooth was caused by accidental injury not related to the normal function of the tooth or teeth.

If you receive care from more than one dentist or service provider for the same procedure, benefits will not exceed what would have been paid to one dentist for that procedure (including, but not limited to prosthetics, and root canal therapy). If alternative treatments are available, DDMO will be liable for the least costly professionally satisfactory treatment. This would include, but is not limited to, services such as composite resin fillings on molar teeth, in which case the benefits are based on the allowed amount for an amalgam (silver) filling; or services such as fixed bridges, in which case the benefits may be based on the allowed amount for a removable partial denture.

Services Not Covered

Charges for the following are not covered:

- Services or supplies for which the enrollee, absent this coverage, would normally incur no charge, such as care rendered by a dentist to a member of his immediate family or the immediate family of his spouse.
- Services or supplies for which coverage is available under workers' compensation or employers' liability laws.
- Services or supplies performed for cosmetic purposes or to correct congenital malformations, except newborns with congenital dental defects.
- Services that require multiple visits, which commenced prior to the membership effective date (including prosthetics and orthodontic care).
- Services or supplies related to temporomandibular joint (TMJ) dysfunction (this involves the jaw hinge joint connecting the upper and lower jaws).
- Services or supplies not specifically stated as covered dental services (including hospital or prescription drug charges).
- Replacement of dentures and other dental appliances which are lost or stolen.
- Diseases contracted or injuries or conditions sustained as a result of any act of war.
- Denture adjustments for the first six months after the dentures are initially received. Separate fees may not be charged by participating dentists.
- Complete occlusal adjustments, crowns for occlusal correction, athletic mouthguards, nightguards, bruxism appliances, and bite therapy appliances.
- Tooth preparation, temporary crowns, bases, impressions, and anesthesia or other services which are part of the complete dental procedure. These services are considered components of, and included in the fee for the complete procedure. Separate fees may not be charged by participating dentists.
- Analgesia, including Nitrous Oxide, duplication of radiographs, temporary appliances, or implants and related procedures.
- Services or supplies covered under a terminal liability, extension of benefits, or similar provision, of a program being replaced by this program.
- Services or supplies rendered by a dental or medical department maintained by or on behalf of a group, a mutual benefit association, union, trustee or similar person or group.
- Services or supplies provided or paid for by or under any governmental agency or program or law, except charges which the person is legally obligated to pay (this exclusion extends to any benefits provided under the U.S. Social Security Act, as amended).
- Services rendered beyond the scope of a dentist's or service provider's license, or experimental or investigational services/supplies.
- Services or supplies that a dentist determines for any reason, in his professional judgment, should not be provided.
- Instructions in dental hygiene, dietary planning, or plaque control.
- Missed appointments or claim form completion.
- Infection control, including sterilization of supplies and equipment.
- Orthodontics

How To File and Appeal A Claim

Your claims must be filed by the end of the calendar year following the year in which services were rendered. DDMO is not obligated to pay claims submitted after this period. If a claim is denied due to a PPO or Premier participating dentist's failure to make timely submission, you will not be liable to such dentist for the amount which would have been payable by DDMO, provided you advised the dentist of your eligibility for benefits at the time of treatment.

You will be provided written notice if your claim for benefits under the Plan has been denied, setting forth the specific reasons for such denial, written in a manner to be understood by you. Additionally, if your claim for benefits has been denied, you will be afforded a reasonable opportunity for full review of the decision denying the claim, including appeals and requests for review.

DDMO has established a first-level and second-level review process for written complaints. A first-level review, whether related to an adverse benefit determination or for reasons other than an adverse benefit determination, must be submitted in writing to DDMO's Customer Service Department. You have 180 days to submit your written complaint after receiving the denial or the notice that gave rise to the complaint. DDMO shall allow 180 days from the date allowed to file the first level complaint or 180 days from the date DDMO sent notification to the person who submitted the complaint of DDMO's resolution of said first level complaint, whichever is later. Any complaint should be accompanied by documents or records in support of the complaint. You may review pertinent documents relating to the claim and submit issues and comments in writing for consideration.

DDMO will acknowledge receipt in writing within ten working days and will investigate the complaint within twenty working days after receipt of a complaint. If additional time is needed to complete the investigation, DDMO will notify you in writing on or before the twentieth working day with the investigation completed within thirty working days thereafter. DDMO will notify you in writing of the decision within five working days following the investigation. You have the right to request a second-level review, in which case, DDMO shall follow the same time frames as a first-level review except in the case of a request for an expedited review where life or health of an enrollee may be in jeopardy. Any first-level complaint should be sent to: Delta Dental of Missouri, Customer Service Department, 12399 Gravois Rd, St. Louis, MO 63127-1702. Second-level appeals should be sent to: Delta Dental of Missouri, Appeals Committee, 12399 Gravois Rd, St. Louis, MO 63127-1702. You have the right to file an appeal with the Director of the Missouri Department of Insurance, Finance and Professional Registration (DIFP) at any time. For detailed information on filing an appeal with the Missouri Department of Insurance, Finance and Professional Registration (DIFP) contact: Missouri Department of Insurance, Finance and Professional Registration (DIFP), ATTN: Consumer Affairs, PO Box 690, Jefferson City, MO 65102. The consumer hot line is 1-800-726-7390.

This document is a "summary plan description" (SPD) of your dental care coverage, which is more fully described in the Membership Certificate (plan document). Because this document is a summary, it does not contain a complete explanation of each and every provision or term contained within the more comprehensive Membership Certificate. Where there are conflicts or inconsistencies between the language of the SPD and the Membership Certificate, the language of the Membership Certificate governs. DDMO has the right to amend this SPD and the Membership Certificate, and has discretion and authority to interpret the provisions and terms of this SPD and the Membership Certificate. In addition, your group reserves the right to change or terminate its dental care plan at any time. This SPD is not a guarantee of employment or an employment contract.

Delta Dental of Missouri - Schedule of Benefits

PPO - DentaFlex

Refer to the section, Benefit Outline, in this Summary Plan Description (SPD) for a more detailed explanation of levels of coverage.

For members of: Missouri Consolidated Health Care Plan

Group Number: 1987-1000

Coverage Levels and Percentages:	PPO Dentist	Premier & Non-Participating Dentist
Coverage A:	100%	100%
Coverage B:	80%	80%
Coverage C:	50%	50%

Deductible:	\$50	\$50
Applies to:	B & C Coverage	B & C Coverage
Family limit:	Per person	Per person

Amounts paid by Member towards the deductible apply to all deductible categories (PPO, Premier and Non-Participating Dentist).

Benefit Maximum:

Coverage A, B, and C (if applicable):	\$1,000	\$1,000
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Amounts paid by Delta are applied to all benefit maximums (PPO, Premier and Non-Participating Dentist).

Dependent Age Limit: 26

Effective Date of Program: 01/01/2014

Renewal Date may sometimes be referred to as Anniversary Date.

Benefit Period: Dental benefits are provided according to a calendar year benefit period. The calendar year benefit period begins on the Effective Date and ends on December 31st of the year in which the Effective Date occurs. A new calendar year benefit period begins each year on January 1st.

Eligibility: To be eligible for this coverage, you must be an active full-time employee of the group or a designated affiliate. "Active" means an employee regularly working at least the number of hours in the normal work week set by your group (but not less than 20 hours). You must be actively at work, unless your group was enrolled in another DDMO program prior to changing to this program.

If coverage is dropped at any time, members or their dependents may not reenroll until the first open enrollment following one year.

New members and their dependents become eligible for this coverage on the date assigned by your group. Coverage ends on the date assigned by your group.

In lieu of the benefits described in this SPD, your customized program is as follows:

- **MAXAdvantageSM** Benefit Option is included in this program. Charges for exams, cleanings, x-rays, and fluoride treatments do not apply towards your annual maximum.

Plan Information

Name of Plan: The Missouri Consolidated Health Care Plan Dental Plan referred to herein as the Plan.

Plan Number: None provided

Dental Plan for Members of: Missouri Consolidated Health Care Plan

Group Address: PO Box 104355
Jefferson City, MO 65110

Tax ID Number: 43-1652936

Type of Plan and Administration:

The Plan is a group dental plan. The Plan is administered by the Plan Administrator through an insured contract with DDMO. Certain functions are performed on behalf of the Plan by DDMO. These functions include, but are not limited to, administration and payment of claims, customer service assistance, and issuing of Summary Plan Descriptions.

Plan Administrator: Missouri Consolidated Health Care Plan
Attention: Judith Muck
PO Box 104355
Jefferson City, MO 65110
573-526-4918

Agent of Legal Service: Missouri Consolidated Health Care Plan
Attention: Judith Muck
PO Box 104355
Jefferson City, MO 65110

In addition, service of process may be made upon the Plan Administrator or Trustee.

Trustee: N/A

Plan's Fiscal Year Ends: 06/30

Funding Is: Contributory

Contributions to the Plan are made by the member. The amount the group contributes to the plan will be determined at the group's discretion from time to time. This practice can be stopped or modified at any time without prior notice to the member.

**Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2019 Dental RFP
March 20, 2018**

This response is provided by MCHCP to an additional question received from a potential bidder for the 2019 Dental RFP.

General	Response
1 We have received the dental reports titled "Network Savings Report: MCHCP-State" and "Network Savings Report: MCHCP-Public Entity". The reports do contain the PPO, Premier, and out of network utilization percentages; however, they do not contain the actual discount savings. Please confirm we will be receiving this as it will greatly affect pricing.	The Savings Reports do include the discount savings amounts in the "Savings Amount" columns. On the PPO and Premier rows, the amount listed in the "Savings Amount" column is the discount amounts received from contracts with network providers. On the OON (out-of-network) row, this amount is the amount over what is allowed that can be balance billed to the member, not a provider discount.

**Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2019 Dental RFP
March 21, 2018**

This response is provided by MCHCP to an additional question received from a potential bidder for the 2019 Dental RFP.

MBE-WBE

Response

1	Are the bonus points for MBE/WBE Participation for the Vision RFP allocated according to the percentage we commit to? If we commit to a smaller percentage than the recommended goals of 10% MBE and 5% WBE, can we achieve a portion of the 10 bonus points for a good faith effort?	Each response will be evaluated on the use of MBE and WBE on the contract in its entirety. Bonus points may be awarded on a sliding scale with the evaluation of each proposal.
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Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2019 Dental RFP
March 28, 2018

These responses are provided by MCHCP to additional questions received from potential bidders for the 2019 Dental RFP.

General	Response
1 Are bidders required to submit the sample contract and sample BAA if we do not have proposed changes? Are bidders required to sign and submit whether or not we have proposed changes?	Please note on the documents that you have no proposed changes and upload the documents as Response documents.
2 In addition to the required plan match, is there a mechanism for us to submit additional plan and rate options for consideration? DirectPath allows for only one.	Bidders may provide additional plan and rate options, though rates are required for the benefit plan outlined in the RFP. Additional plan/rate options should be uploaded as a reference document.

**Missouri Consolidated Health Care Plan
Responses to Vendor Question
2019 Dental RFP
March 29, 2018**

This response is provided by MCHCP to an additional question received from a potential bidder for the 2019 Dental RFP.

Attachment 8

Response

1	Regarding RFP Reference file: Attachment 8 - Claim File Layout, can you please further define the following fields: Approved Amount Processing Policy Payment Code Provider Code	Please note that Attachment 8 is a sample claim file layout. The exact measures to be included on the file to MCHCP's data vendor will be negotiated with the contractor.
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