



Judith Muck, *Executive Director*

April 20, 2018

TO: Invited Vendors

FROM: Judith Muck, Executive Director

RE: Electronic-Based Weight Management Solution Request for Proposal

Missouri Consolidated Health Care Plan (MCHCP) will be working with DirectPath, an online request for proposal (RFP) system, in the marketing of the 2019 Electronic-Based Weight Management Solution RFP. You are invited to submit a proposal for these services. We believe that you will find this RFP a great potential opportunity for your organization.

MCHCP is the employee health benefit program for most State of Missouri employees, retirees and their families. Bids are requested for a company to provide an electronic-based weight management solution that will be available to qualified non-Medicare primary state members age 18 and over.

Current enrollment of non-Medicare primary state members age 18 and above is over 61,000 lives. These members are currently enrolled in one of the self-insured plans offered by MCHCP and administered by UMR statewide and Aetna in the South Central and South West regions.

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.

Minimum Bidder Requirements

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

- **Licensing** – The bidder must be properly licensed and duly authorized to conduct business in Missouri. MCHCP requires the contractor to comply with all state and federal laws, rules and regulations affecting their conduct of business on their own behalf and on behalf of a covered entity such as MCHCP.
- **Size and Experience** – The bidder must currently provide an electronic-based weight management solution to at least one employer with at least 40,000 employees. The bidder must have been in operation and performing the services requested in this RFP for a minimum of three (3) years.
- **Rates** – Bidders shall not be permitted to alter their rate or fees after submission except with agreement by MCHCP.
- **Claims** – Bidders shall agree to provide weight management claims electronically to the appropriate third party administrator of the member's enrolled medical plan for processing and payment. Bidders may be required to demonstrate the ability to provide such data before a contract award is made.

- **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
- **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 June 4, 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.

Intent to Bid

Once the RFP is released on May 9, 2018, bidders who are interested in submitting a proposal should complete and upload the Intent to Bid (available as a response document within the DirectPath system). The Intent to Bid should be submitted by 4 p.m. CT (5 p.m. ET), Monday, May 14, 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

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

Online RFP Released	Wednesday, May 9, 2018 8 a.m. CT (9 a.m. ET)
Intent to Bid Document Due – uploaded as a response document within online event	Monday, May 14, 2018 4 p.m. CT (5 p.m. ET)
Bidder Question Submission Deadline – via DirectPath’s messaging system	Tuesday, May 15, 2018 4 p.m. CT (5 p.m. ET)
MCHCP Response to Submitted Questions – via DirectPath’s messaging system	Monday, May 21, 2018 4 p.m. CT (5 p.m. ET)
All Questionnaires and Pricing Due – Proposal Deadline	Monday, June 4, 2018 4 p.m. CT (5 p.m. ET)
Finalist Presentations/Site Visits, if necessary	Early July, 2018
Final Vendor Selection/Contract Award	Late July, 2018
Electronic-Based Weight Management Solution Operational Date	January 1, 2019

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

We look forward to working with you throughout this process.

Exhibit A-1

Intent to Bid – 2019 MCHCP Electronic-Based Weight Management Program RFP

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

Please complete this form following the steps listed below:

- 1) Fill this form out electronically and sign it with your electronic signature.
 - 2) Upload the completed document to the Response Documents area of the RFP no later than Monday, May 14, 2018 at 4 p.m. CT (5 p.m. ET).
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Minimum Bidder Requirements

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

- Licensing – The bidder must be licensed as necessary to do business in the State of Missouri in order to perform the duties described in this RFP, and be in good standing with the office of the Missouri Secretary of State.
- Size and Experience – The bidder must currently provide an electronic-based weight management solution to at least one employer with at least 40,000 employees. The bidder must have been in operation and performing the services requested in this RFP for a minimum of three (3) years.
- Rates – Bidders shall not be permitted to alter their rates or fees or any other aspect of proposal submission after submission except with negotiation and agreement by MCHCP.
- Claims – Bidders shall agree to provide weight management claims electronically to the appropriate third party administrator of the member's enrolled medical plan for processing and payment. Bidders may be required to demonstrate the ability to provide such data before a contract award is made.
- 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

- 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 June 4, 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.

This form will serve as confirmation that our organization has received the 2019 MCHCP Electronic-Based Weight Management Solution 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 - Pricing Page
Electronic-Based Weight Management Program RFP
Instructions (Tab 1 of 5)

1. The bidder must provide firm, fixed costs for providing services as described in this RFP.
2. Proposals shall include a fixed cost for program year January 1, 2019 – December 31, 2019, with guaranteed not-to-exceed maximum costs for program years beginning January 1, 2020 and January 1, 2021. Costs for program years beginning January 1, 2022 and 2023 will be negotiated. Any cost data submitted or related to the bidder's proposal including any cost data related to contractual extension options shall be subject to evaluation if deemed by MCHCP to be in the best interest of members of MCHCP.
3. Proposals shall be based on a 12-month electronic-based weight management program cycle per engaged participant.
4. Proposals shall be a a claims billing model based on contractually specified services in which claims are generated only when participants have met program engagement criteria.
5. In determining cost points, MCHCP will consider the potential three-year cost of the contract including the full not-to-exceed costs for Years 2 and 3 of the contract. The contractor shall understand that annual renewal costs for subsequent years of the contract will be negotiated, but must be within the not-to-exceed costs submitted within this bid. All renewal options are at the sole option of the MCHCP Board of Trustees.
6. Please be certain to complete all applicable worksheets within this workbook. Bidders must complete the following worksheets:
 - a. 2019 Guaranteed Pricing
 - b. 2020 Not-to-Exceed Pricing
 - c. 2021 Not-to-Exceed Pricing
7. The worksheet labeled "Supplemental Pricing" is optional and should be completed only if there are additional fees not listed elsewhere within the bidder's pricing proposal.

Exhibit A-2 - Pricing Page
Electronic-Based Weight Management Program RFP
2019 Guaranteed Pricing (Tab 2 of 5)

CPT Codes Billed in 12-month Program Cycle per Participant	Modifier	Description	Allowed Amount per Unit	Maximum Units Allowed	Total Allowed Amount for Unit Type in 12-month Program Cycle per Participant
EXAMPLE: 98969	GT	Online assessment and management service provided by a qualified nonphysician health care professional to an established patient, guardian, or health care provider not originating from a related assessment and management service provided within the previous 7 days, using the Internet or similar electronic communications network Modifier Via interactive audio and video telecommunications systems	\$28.00	11	\$308.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
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					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total Annual Allowed Amount for Completing 12-month Program Cycle per Participant					\$0.00

Exhibit A-2 - Pricing Page
Electronic-Based Weight Management Program RFP
2020 Not-to-Exceed Pricing (Tab 3 of 5)

CPT Codes Billed in 12-month Program Cycle per Participant	Modifier	Description	Allowed Amount per Unit	Maximum Units Allowed	Total Allowed Amount for Unit Type in 12-month Program Cycle per Participant
EXAMPLE: 98969	GT	Online assessment and management service provided by a qualified nonphysician health care professional to an established patient, guardian, or health care provider not originating from a related assessment and management service provided within the previous 7 days, using the Internet or similar electronic communications network Modifier Via interactive audio and video telecommunications systems	\$28.00	11	\$308.00
					\$0.00
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					\$0.00
					\$0.00
					\$0.00
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					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total Annual Allowed Amount for Completing 12-month Program Cycle per Participant					\$0.00

Exhibit A-2 - Pricing Page
Electronic-Based Weight Management Program RFP
2021 Not-to-Exceed Pricing (Tab 4 of 5)

CPT Codes Billed in 12-month Program Cycle per Participant	Modifier	Description	Allowed Amount per Unit	Maximum Units Allowed	Total Allowed Amount for Unit Type in 12-month Program Cycle per Participant
EXAMPLE: 98969	GT	Online assessment and management service provided by a qualified nonphysician health care professional to an established patient, guardian, or health care provider not originating from a related assessment and management service provided within the previous 7 days, using the Internet or similar electronic communications network Modifier Via interactive audio and video telecommunications systems	\$28.00	11	\$308.00
					\$0.00
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					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total Annual Allowed Amount for Completing 12-month Program Cycle per Participant					\$0.00

Exhibit A-2 - Pricing Page
Electronic-Based Weight Management Program RFP
Supplemental Pricing (Tab 5 of 5)

	Describe Service	Cost of Service	Basis for Payment
Service 1			
Service 2			
Service 3			
Service 4			
Service 5			

EXHIBIT A-3
BIDDER'S PROPOSED MODIFICATIONS TO THE RFP
2019 MCHCP ELECTRONIC-BASED WEIGHT MANAGEMENT PROGRAM 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 Electronic-Based Weight Management Program RFP

Please complete this form following the steps listed below:

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

☐ Yes

☐ No

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- 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

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- 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 ELECTRONIC-BASED WEIGHT MANAGEMENT PROGRAM 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 Electronic-Based Weight Management Program 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
Sample MCHP Contract
Electronic-Based Weight Management Program

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 # 19-EBWM-01 BETWEEN
MISSOURI CONSOLIDATED HEALTH CARE PLAN
AND WEIGHT MANAGEMENT COMPANY

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 electronic based weight management solution pursuant to MCHCP's 2019 Electronic-Based Weight Management Solution RFP released May 9, 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 next two (2nd – 3rd) years of the contract period (January 1 - December 31, 2020, January 1 - December 31, 2021) are guaranteed not-to-exceed maximum prices. The final two years (January 1 - December 31, 2022, and January 1 - December 31, 2023 respectively) 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;
- Facilitate communication between the contractor and MCHCP's designated TPA(s)
- Assist in notification/education of eligible participants regarding the electronic-based weight management program

3.2 Eligibility: VENDOR shall agree that eligible participants are those non-Medicare primary MCHCP medical plan members aged 18 and over, as defined by applicable state and federal laws, rules and regulations, including revision(s) to such. 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. VENDOR shall refer any and all questions received from members regarding eligibility or premiums to MCHCP. It is VENDOR's sole responsibility to ensure the participant is eligible throughout the program cycle. If VENDOR delivers a service to a participant that is not eligible, it is VENDOR's sole liability for that service.

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 Services Provided: VENDOR shall provide an evidence-based, electronic-based weight management program with a maximum of 12-month program cycle for non-Medicare primary MCHCP medical plan members aged 18 and older. The program shall meet federal guidelines as a preventive service under the United States Preventive Services Task Force.

5.2 Requirements of Program: The program shall utilize clinical criteria for evaluating eligible participants for acceptance into the weight management program. The clinical criteria shall be based on sound clinical evidence, and shall be evaluated periodically, but not less than annually, to assure ongoing efficacy. The contractor shall make available its clinical criteria upon request

of MCHCP. The program shall provide access to regular, online classes, led by an appropriately credentialed instructor and provide participants with direct access to interact with certified health coaches one-on-one throughout the program cycle. The program shall at a minimum must include:

- 5.2.1 Behavior modification techniques based on principles of cognitive behavior therapy;
- 5.2.2 Nutrition;
- 5.2.3 Grocery shopping;
- 5.2.4 Basic food preparation skills;
- 5.2.5 Obesity-related health risks and chronic conditions;
- 5.2.6 Stress management;
- 5.2.7 Physical activity; and
- 5.2.8 Goal setting and self-monitoring.

5.3 Account Management: VENDOR shall establish and maintain throughout the term of the contract an account management team that will work directly with MCHCP staff.

- 5.3.1 This team must include, but is not limited to, a dedicated account executive, a customer service manager, and a medical director. 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.
- 5.3.2 VENDOR agrees to provide MCHCP with at least thirty (30) days advance notice of any material change to its account management and servicing methodology and at least ten (10) days advanced notice of a personnel change in the contractor's account management and servicing team. The account management team must:
 - 5.3.2.1 Be able to devote the time needed to the account, including being available for frequent telephone and on-site consultation with MCHCP. Proposers who do not demonstrate a commitment to account service will not receive serious consideration.
 - 5.3.2.2 Be extremely responsive. All inquiries from MCHCP must be acknowledged within eight (8) hours of receipt.
 - 5.3.2.3 Be thoroughly familiar with virtually all of the contractor's functions that relate directly or indirectly to the MCHCP account.
 - 5.3.2.4 Act on behalf of MCHCP in cutting through the bureaucracy of the contractor's organization. The account management team must be able to affectively advance the interest of MCHCP through the contractor's corporate structure.
- 5.3.3 **Evaluation of Management Team:** The contractor agrees to allow MCHCP to complete a formal performance evaluation of the assigned account management team annually.

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

5.5 Communications: VENDOR shall develop and circulate communication and marketing materials to eligible participants about the electronic-based weight management program. Such materials shall be made available in an accessible format to visually-impaired members upon request. All promotional materials must have MCHCP prior approval before use or implementation. VENDOR shall agree that MCHCP reserves the right to review and approve all written communications and marketing materials developed and used by the contractor to communicate specifically with MCHCP members at any time during the contract period. This does not refer to such items as weight management curriculum materials as long as they do not contain MCHCP specific information such as eligibility, enrollment, benefits, or rates which MCHCP must review. Notwithstanding the foregoing, nothing herein prohibits VENDOR from communicating directly with members in the regular course of providing services under the contract (e.g., responding to member inquiries, etc.).

5.6 Implementation: VENDOR will work with MCHCP on implementation according to the agreed upon timeline presented by VENDOR upon contract award.

5.7 Customer Support: The contractor must provide a high quality and experienced customer support unit to answer participant inquiries. The customer support staff members must be fully trained 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. Any use of automated phone trees must be brief. The customer support center must:

5.7.1 Be a toll-free call center phone number.

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

5.7.3 Have staff trained and available to use a TDD service for the hearing impaired and must make reasonable ADA accommodations for other special needs groups at no additional cost to MCHCP.

5.7.4 Provide toll-free call center hours as negotiated during implementation but at a minimum to include Monday through Friday hours of 8:00 a.m. to 5:00 p.m. CT.

5.7.5 Provide a dedicated voice mailbox for eligible participants. Messages must be returned within 30 minutes if left during business hours or on the next business day if left at any other time.

5.8 Website: The participant web portal shall be innovative and engaging, tailored to ensure ease of access, and support a simplified member experience. VENDOR's web portal must be fully accessible to all members, including hearing- and visually-impaired members. This includes providing real-time closed captioning or transcripts available immediately, for any videos, webinars, or webcast events included on the website. VENDOR's web-portal must have capability and functionality for participant goal setting and tracking of weight, physical activity, nutritional intake and behaviors/mood.

5.9 Mobile Media: VENDOR shall provide a mobile app and/or responsive website for convenient access to program resources via mobile technology.

5.10 Claims and Payment: VENDOR shall agree to electronically bill the participant's medical plan's third party administrator (TPA) for services provided to the participant. Claims shall only be generated for the contractually specified services and fees when the participant has met the program's engagement criteria. Claims shall meet the Third Party Administrator (TPA)'s electronic billing requirements. It is the contractor's responsibility to conduct the necessary steps to be set up in the TPA's system for claims payment. The contractor shall accept payment from the TPA as payment in full and shall not bill the participant or MCHCP unless otherwise specified in the contract.

5.11 Information Technology and Eligibility File: VENDOR 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 VENDOR must process such information within 24 hours of receipt. VENDOR must provide a technical contact that will provide support to MCHCP Information Technology Department for EDI issues.

5.11.1 MCHCP's will send a transactional based eligibility file weekly and a periodic full eligibility reconciliation file.

5.11.2 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 VENDOR audits will be provided to ensure the data MCHCP is sending will pass VENDOR's audit tests.

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

5.11.4 VENDOR shall provide MCHCP with a monthly file ("eligibility audit file") in a mutually agreed upon format of VENDOR's eligibility records for all eligible 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.

5.11.5 VENDOR must be able to support single sign-on from MCHCP's Member Portal to VENDOR's Member Portal utilizing Security Assertion Markup Language (SAML).

5.11.6 VENDOR must work with MCHCP to develop a schedule for testing of the eligibility test record set on electronic media. MCHCP requires that VENDOR 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.

5.12 Performance Guarantees: VENDOR shall meet the performance standards as agreed to in the performance guarantees, Exhibit X. VENDOR shall agree that any liquidated damages assessed by MCHCP shall be in addition to any other equitable remedies allowed by the contract or awarded by a court of law including injunctive relief. VENDOR shall agree that any liquidated damages assessed by MCHCP shall not be regarded as a waiver of any requirements contained

in this contract or any provision therein, nor as a waiver by MCHCP of any other remedy available in law or in equity.

6 REPORTING

6.1 Confidentiality in Reporting: 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 competing company, either directly or indirectly.

6.2 Benchmark Data: VENDOR must present benchmark data by using the health plan's entire book of business, a comparable client to MCHCP, or some other comparable industry norm.

6.3 Quarterly Reports: VENDOR shall provide quarterly reports detailing customer service telephone answer time and abandonment. The reports shall be submitted to MCHCP quarterly and are due within 30 days of the end of the quarter reported.

6.4 Standard Reporting: VENDOR shall provide VENDOR's standard reporting package to MCHCP on a monthly, quarterly and annual basis. (MCHCP and VENDOR will negotiate the format and content during negotiations and prior to award of a contract resulting from the RFP.)

6.5 Participation Reporting: VENDOR shall provide, no later than the last day of the month immediately following the end of each quarter of the calendar year, a report with respect to the provision of electronic-based weight management program services. The report will be in a form reasonably satisfactory to both MCHCP and VENDOR. It is contemplated that the report will include, at a minimum for each reporting period and year-to-date: (a) unduplicated count of eligible participants engaged in the electronic-based weight management program, (b) the number of encounters each engaged participant completed, (c) the number of engaged participants that completed the 12-month electronic-based weight management program, and (d) other reports upon request of MCHCP.

6.6 Return on Investment Reporting: VENDOR shall provide return on investment (ROI) reporting on an annual basis no later than 120 days following the end of the calendar year. The methodology used for calculating ROI must be approved by MCHCP.

6.7 Participation Surveys: VENDOR shall conduct participant satisfaction surveys annually and share those results with MCHCP.

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

6.9 Outcomes Measurement and Reporting: VENDOR shall:

6.9.1 Document and report participant satisfaction with the programs as provided for in Exhibit **x**.

6.9.2 Make standard reports available to support the performance standards outlined in Exhibit **x**.

6.9.3 Utilize the DirectPath Vendor Manager tool or other product designated by MCHCP that allows contractors to self-report compliance and non-compliance with performance guarantees. MCHCP reserves the right to audit performance standards for compliance. 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: _____

SAMPLE

EXHIBIT A-8 BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) between the Missouri Consolidated Health Care Plan (hereinafter “Covered Entity” or “MCHCP”) and **Weight Management Company**. (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 2019 Electronic Based Weight Management Solution RFP (“RFP”) and under Contract #19-EPWM-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 electronic based weight management solution for designated 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 **Weight Management Company** 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 **Weight Management Company**.

“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

Weight Management Company

By: _____

By: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

Introduction

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

This document constitutes a request for sealed proposals from qualified organizations to provide electronic-based weight management program services with a maximum of 12-month program cycle which meets federal guidelines as a preventive service under the United States Preventive Services Task Force and provides access to certified health coaches. The electronic-based weight management program will be communicated to eligible members in all geographies. Members wishing to participate will be assessed to determine if criteria is met for participation. The electronic-based weight management program will be made available to non-Medicare primary MCHCP medical plan members aged 18 years and over, as defined by applicable state and federal laws, rules and regulations, including revision(s) to such. MCHCP is the sole source in determining eligibility.

MCHCP's Contracting Intentions:

- Any contract awarded from this RFP will be effective January 1, 2019.
- MCHCP intends to award one-year contract(s) 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 be licensed as necessary to do business in the State of Missouri in order to perform the duties described in this RFP, and be in good standing with the office of the Missouri Secretary of State.
- Size and Experience – The bidder must currently provide an electronic-based weight management program to at least one employer with at least 40,000 employees. The bidder must have been in operation and performing the services requested in this RFP for a minimum of three (3) years.
- Rates – Bidders shall not be permitted to alter their rates or fees or any other aspect of proposal submission after submission except with negotiation and agreement by MCHCP.
- Claims – Bidders shall agree to provide weight management claims electronically to the appropriate third party administrator of the member's enrolled medical plan for processing and payment. Bidders may be required to demonstrate the ability to provide such data before a contract award is made.

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- **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
- **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 June 4, 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.

Background Information

- MCHCP is governed by the provisions of Chapter 103 of the Revised Statutes of Missouri. Under the law, MCHCP is directed to procure health care benefits for most state employees. Rules and regulations governing the plan can be found at the code of State Regulations, Title 22 – Missouri Consolidated Health Care Plan, Chapter 2 and by following this link <http://www.sos.mo.gov/adrules/csr/current/22csr/22csr.asp>.
- Current non-Medicare primary MCHCP medical plan members aged 18 years and over is 61,200 covered persons.

Assumptions and Considerations

Please submit your proposal using the DirectPath online submission tool no later than **Monday, June 4, 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 January 1, 2019. If a contract is awarded, the cost proposal shall remain firm for the specified contract period.

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

Contract Term

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

Clarification of Requirements

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

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

Schedule of Events

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

Activity	Timing
Online RFP Released	Wednesday, May 9, 2018 8 a.m. CT (9 a.m. ET)
Intent to Bid Document Due – uploaded as a response document within online event	Monday, May 14, 2018 4 p.m. CT (5 p.m. ET)
Bidder Question Submission Deadline – via DirectPath’s messaging system	Tuesday, May 15, 2018 4 p.m. CT (5 p.m. ET)
MCHCP Response to Submitted Questions – via DirectPath’s messaging system	Monday, May 21, 2018 4 p.m. CT (5 p.m. ET)

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All Questionnaires and Pricing Due – Proposal Deadline	Monday, June 4, 2018 4 p.m. CT (5 p.m. ET)
Finalist Presentations/Site Visits, if necessary	Early July, 2018
Final Vendor Selection/Contract Award	Late July, 2018
Electronic-Based Weight Management Program Operational Date	January 1, 2019

Questions

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

Any and all questions regarding specifications, requirements, competitive procurement process, etc., must be in writing and submitted through the online messaging module of the DirectPath application by **Tuesday, May 15, 2018, 4 p.m. CT (5 p.m. ET)**. Questions received after May 15 will be answered and posted through the messaging module as time permits, but there is no guarantee of a response to these questions. For step-by-step instructions, please refer to the *Downloads* section of the DirectPath Application, and click on *User Guides*.

Questions deemed universally applicable will be answered in writing and shared with all vendors who have indicated they are quoting. The team will respond to your questions as they are submitted via the messaging module, with a summary of all questions and answers provided by **Monday, May 21, 2018**.

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

Proposal Deadline

ALL questionnaires and cost proposals must be submitted no later than **4 p.m. CT (5 p.m. ET), Monday, June 4, 2018**.

Disclaimers

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

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

Confidentiality and Proprietary Materials

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

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

Evaluation Process

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

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

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

MCHCP reserves the right to award multiple contracts from this RFP.

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

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evaluation criteria shall be made by using subjective judgment. The award(s) of a contract resulting from this RFP shall be based on the lowest and best proposal received in accordance with the evaluation criteria stated below:

Evaluation Criteria

Vendor Profile	80 points
Enrollment/Engagement	75 points
Electronic-Based Weight Management Program	100 points
Staffing	25 points
Program Integration	50 points
Communication Support	35 points
Implementation and Account Management	45 points
Educational Content, Tools and Resources	20 points
Outcomes Measurement and Reporting	50 points
Technology and Security	50 points
Performance Guarantees	<u>70 points</u>

Sub-total – Non-financial points 600 points

Bonus Points – MBE/WBE Participation Commitment 10 points

Financial Proposal 400 points

Finalist Evaluation:

Finalist Interview, References and/or Site Visit 100 points

MCHCP will limit the number of finalists to the 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 85 percent threshold to obtain finalist status.

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

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

- a) These targets can be met by a qualified MBE/WBE vendor themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
- b) The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to

the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

- c) In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" by the proposal opening date (date the proposal is due). (See below for a definition of a qualified MBE/WBE.)
- d) If the bidder is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the bidder must provide the following information with the proposal.
 - a. Participation Commitment - If the bidder is proposing MBE/WBE participation, the vendor must complete Section 13 of the Onsite Health Center Questionnaire (MBE-WBE Participation Commitment), by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the vendor submitting the proposal is a qualified MBE and/or WBE, the vendor must include the vendor in the appropriate table on the Participation Commitment Form.
 - b. Documentation of Intent to Participate – The bidder must either provide a properly completed Exhibit A-6, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO). If the bidder submitting the proposal is a qualified MBE and/or WBE, the bidder is not required to complete Exhibit A-6, Documentation of Intent to Participate Form or provide a recently dated letter of intent.
- e) Commitment – If the bidder's proposal is awarded, the percentage level of MBE/WBE participation committed to by the bidder on Exhibit A-6, Participation Commitment, shall be interpreted as a contractual requirement.

Definition -- Qualified MBE/WBE:

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

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

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

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

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

Pricing

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

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

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

Finalist Interview

After an initial screening process, a technical question and answer conference or interview may be conducted, if deemed necessary by MCHCP, to clarify or verify the bidder's proposal and to develop a comprehensive assessment of the proposal. MCHCP reserves the right to interview the proposed account management 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:

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

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

Renewal of Contract

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

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

Using DirectPath

The 2019 MCHCP Electronic-Based Weight Management Program RFP contains two (2) broad categories of items that you will need to work on via the DirectPath application:

1) **Items Requiring a Response:**

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

2) Reference Files from Event Administrator:

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

All of these components can be found in the DirectPath application under the 2019 MCHCP Electronic-Based Weight Management Program RFP on the Event Details page of the application.

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

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

Responding to Questionnaires

We have posted two forms for your response that are required for all bidders:

- Electronic-Based Weight Management Program Questionnaire
- Mandatory Contract Provisions Questionnaire

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

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

Completing Exhibit A-2 Electronic-Based Weight Management Program Pricing Worksheet

The financial worksheet (Exhibit A-2 Electronic-Based Weight Management Program Pricing Worksheet) may be accessed in *Items Requiring a Response*. The spreadsheet contains worksheets to collect fee quotations. Please be certain to complete all worksheets. This document is due on the final bid deadline of **Monday, June 4, 2018, 4 p.m. CT (5 p.m. ET).**

Notes Regarding Pricing

Quotes should assume:

- Electronic-Based Weight Management Program start: January 1, 2019
- Submitted costs for CY2019 shall be firm, while costs for CY2020 and CY2021 shall be submitted as “not-to-exceed” amounts. Allowed costs for CY2022 and CY2023 will be negotiated.

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- Proposed costs are subject to negotiation prior to the award of a contract by MCHCP. Refer to this Instructions document for detailed cost proposal worksheet instructions.
- Annual renewals are solely at the option of MCHCP. Renewal costs are due by May 15 of each year and are subject to negotiation.

Completing Other Response Documents

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

- Exhibit A-1 - Intent to Bid (due 4 p.m. CT, May 14, 2018)
- Exhibit A-3 – Proposed Bidder Modifications (due 4 p.m. CT, June 4, 2018)
- Exhibit A-4 – Confirmation Document (due 4 p.m. CT, June 4, 2018)
- Exhibit A-5 – Contractor Certification (due 4 p.m. CT, June 4, 2018)
- Exhibit A-6 – MBE-WBE Intent to Participate Document (due 4 p.m. CT, June 4, 2018)

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

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

RFP CHECKLIST

Prior to the June 4, 2018 close date, be sure you have completed and/or reviewed each of the documents listed below.

Type	Document Name
Questionnaire	Electronic-Based Weight Management Program Questionnaire
Questionnaire	Mandatory Contract Provisions Questionnaire
Response	Exhibit A-1 Intent to Bid.docx Respond by: Monday, May 14, 2018
Response	Exhibit A-2 Electronic-Based Weight Management Program Pricing Worksheet.xlsx
Response	Exhibit A-3 Proposed Bidder Modifications.docx
Response	Exhibit A-4 Confirmation Document.docx
Response	Exhibit A-5 Contractor Certification.docx
Response	Exhibit A-6 MBE-WBE Intent to Participate Document.docx
Response	Exhibit A-7 Sample MCHCP Contract.docx
Response	Exhibit A-8 MCHCP Business Associate Agreement.docx
Reference	Introduction and Instructions – 2019 MCHCP Electronic-Based Weight Management Program RFP.pdf
Reference	Exhibit B – Scope of Work.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 **Tuesday, June 4, 2018, 4 p.m. CT (5 p.m. ET)**.

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

EXHIBIT B
SCOPE OF WORK

B1. GENERAL REQUIREMENTS

- B1.1 In accordance with the provisions and requirements of this document and on behalf of Missouri Consolidated Health Care Plan (herein referred to as MCHCP), the contractor shall provide electronic-based weight management program services for certain MCHCP members enrolled in an MCHCP health plan. 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. 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 contractor responsible for assuring that subcontractors meet all of the requirements of this contract and all amendments thereto. 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 agreed to in Section 12 of the Electronic-Based Weight Management Program RFP Questionnaire.
- B1.4 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 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.

B2. ELIGIBILITY

- B2.1 The contractor shall agree that eligible participants are those state non-Medicare primary MCHCP medical plan members aged 18 and over, as defined by applicable state and federal laws, rules and regulations, including revision(s) to such. MCHCP is the sole source in determining eligibility.
- B2.2 The contractor shall not regard an eligible participant as terminated until the contractor receives an official termination notice from MCHCP.
- B2.3 It is the contractor's sole responsibility to ensure the participant is eligible throughout the program cycle. If the contractor delivers a service to a participant that is not eligible, it is the contractor's sole liability for that service.

B3. WEIGHT MANAGEMENT PROGRAM SPECIFIC REQUIREMENTS – The contractor shall:

- B3.1 Provide evidence-based electronic-based weight management program services with a maximum of 12-month program cycle for eligible MCHCP participants. The program shall meet federal guidelines as a preventive service under the United States Preventive Services Task Force.

- B3.2 Utilize clinical criteria for evaluating eligible participants for acceptance into the weight management program. The clinical criteria shall be based on sound clinical evidence, and shall be evaluated periodically, but not less than annually, to assure ongoing efficacy. The contractor shall make available its clinical criteria upon request.
- B3.3 Provide access to regular, online classes, led by an appropriately credentialed instructor.
- B3.3 Provide course curriculum that, at a minimum, must include the following components:
 - B3.3.1 Behavior modification techniques based on principles of cognitive behavior therapy;
 - B3.3.2 Nutrition;
 - B3.3.3 Grocery shopping;
 - B3.3.4 Basic food preparation skills;
 - B3.3.5 Obesity-related health risks and chronic conditions;
 - B3.3.6 Stress management;
 - B3.3.7 Physical activity; and
 - B3.3.8 Goal setting and self-monitoring.
- B3.4 Provide participants with direct access to interact with certified health coaches one-on-one throughout the program cycle.

B4. GENERAL SERVICE REQUIREMENTS

- B4.1 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 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.
- B4.2 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.

B5. ACCOUNT MANAGEMENT

- B5.1 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 and a medical director. 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:
 - B5.1.1 Be able to devote the time needed to the account, including being available for frequent telephone and on-site consultation with MCHCP. Proposers who do not demonstrate a commitment to account service will not receive serious consideration.
 - B5.1.2 Be extremely responsive. All inquiries from MCHCP must be acknowledged within eight (8) hours of receipt.

- B5.1.3 Be thoroughly familiar with virtually all of the contractor's functions that relate directly or indirectly to the MCHCP account.
- B5.1.4 Act on behalf of MCHCP in cutting through the bureaucracy of the contractor's organization. The account management team must be able to affectively advance the interest of MCHCP through the contractor's corporate structure.
- B5.1.5 The contractor agrees to provide MCHCP with at least thirty (30) days advance notice of any material change to its account management and servicing methodology and at least ten (10) days advanced notice of a personnel change in the contractor's account management and servicing team.
- B5.1.6 The contractor agrees to allow MCHCP to complete a formal performance evaluation of the assigned account management team annually.
- B5.2 MCHCP requires the contractor to meet with MCHCP staff and Board of Trustees as requested to discuss the status of the MCHCP account in terms of utilization patterns and costs, as well as propose new ideas that may benefit MCHCP and its members. These meetings will take place at the MCHCP office. The contractor team attending these updates must include appropriate account managers and company decision makers who can effectively impact the account.
- B6.2.1 The contractor must present benchmark data by using the health plan's entire book of business, a comparable client to MCHCP, or some other comparable industry norm.

B6. COMMUNICATIONS AND CUSTOMER SUPPORT

- B6.1 The contractor must provide a high quality and experienced customer support unit to answer participant inquiries. The customer support staff members must be fully trained 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. Any use of automated phone trees must be brief. The customer support center must:
 - B6.1.1 Be a toll-free call center phone number.
 - B6.1.2 Have translation services available for Spanish and other languages. Translation service should be available immediately and not require an additional phone call by the participant.
 - B6.1.3 Have staff trained and available to use a TDD service for the hearing impaired and must make reasonable ADA accommodations for other special needs groups at no additional cost to MCHCP.
 - B6.1.4 Provide toll-free call center hours as negotiated during implementation but at a minimum to include Monday through Friday hours of 8:00 a.m. to 5:00 p.m. CT.
 - B6.1.5 Provide a dedicated voice mailbox for eligible participants. Messages must be returned within 30 minutes if left during business hours or on the next business day if left at any other time.

- B6.2 The contractor shall develop and circulate communication and marketing materials to eligible participants about the electronic-based weight management program. Such materials shall be made available in an accessible format to visually-impaired members upon request.
- B6.3 All promotional materials must have MCHCP prior approval before use or implementation. The contractor shall agree that MCHCP reserves the right to review and approve all written communications and marketing materials developed and used by the contractor to communicate specifically with MCHCP members at any time during the contract period. This does not refer to such items as weight management curriculum materials as long as they do not contain MCHCP specific information such as eligibility, enrollment, benefits, or rates which MCHCP must review. Notwithstanding the foregoing, nothing herein prohibits contractor from communicating directly with members in the regular course of providing services under the contract (e.g., responding to member inquiries, etc.).
- B6.4 The contractor must use technologically advanced tools and resources with a reliable and proven integrated system that can be a detailed and secure repository of participants' health records.
- B6.5 The participant web portal shall be innovative and engaging, tailored to ensure ease of access, and support a simplified member experience.
- B6.5.1 The contractor's web portal must be fully accessible to all members, including hearing- and visually-impaired members. This includes providing real-time closed captioning or transcripts available immediately, for any videos, webinars, or webcast events included on the website.
- B6.5.2 The contractor's web-portal must have capability and functionality for participant goal setting and tracking of weight, physical activity, nutritional intake and behaviors/mood.
- B6.5.3 Provide a mobile app and/or responsive website for convenient access to program resources via mobile technology.

B7. INFORMATION TECHNOLOGY AND ELIGIBILITY FILE

- B7.1 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.
- B7.1.1 It is MCHCP's intent to send a transactional based eligibility file weekly and a periodic full eligibility reconciliation file.
- B7.1.2 MCHCP will provide a recommended data mapping for the 834 transaction set to the contractor after the contract is awarded.
- B7.1.3 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.

B7.1.4 The contractor will supply a data dictionary of the fields MCHCP is updating on their system and the allowed values for each field.

B7.1.5 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 eligible 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.

B7.2 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).

B7.3 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.

B8. IMPLEMENTATION

B8.1 The contractor must provide a proposed written implementation plan in the response to this RFP. The final implementation schedule must be agreed to by MCHCP and the contractor within 30 days of the contract award. At a minimum, the timeline must include the required dates for the following activities:

- Hiring key staff
- Training key staff
- Development of communication and marketing materials
- Printing of communication and marketing materials
- Website development
- Single sign-on set and testing
- Testing of eligibility file;
- Acceptable date for final eligibility file; and
- Dates and timeline for setting up claim filing with TPAs.

B9. REPORTING

B9.1 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 competing company, either directly or indirectly.

B9.2 The contractor shall provide quarterly reports detailing customer service telephone answer time and abandonment. The reports shall be submitted to MCHCP quarterly and are due within 30 days of the end of the quarter reported.

B9.3 The contractor shall provide the contractor's standard reporting package to MCHCP on a monthly, quarterly and annual basis. A copy of the bidder's proposed reporting package must be

included with the response to the RFP. MCHCP and the contractor will negotiate the format and content during negotiations and prior to award of a contract resulting from the RFP.

- B9.4 The contractor shall provide, no later than the last day of the month immediately following the end of each quarter of the calendar year, a report with respect to the provision of electronic-based weight management program services. The report will be in a form reasonably satisfactory to both MCHCP and the contractor. It is contemplated that the report will include, at a minimum for each reporting period and year-to-date: (a) unduplicated count of eligible participants engaged in the electronic-based weight management program, (b) the number of encounters each engaged participant completed, (c) the number of engaged participants that completed the 12-month electronic-based weight management program, and (d) other reports upon request of MCHCP.
- B9.5 The contractor shall provide return on investment (ROI) reporting on an annual basis no later than 120 days following the end of the calendar year. The methodology used for calculating ROI must be approved by MCHCP.
- B9.6 Conduct participant satisfaction surveys annually and share those results with MCHCP.
- B9.7 At the request of MCHCP, the contractor shall submit additional ad hoc reports on information and data readily available to the contractor.
- B9.8 Outcomes Measurement and Reporting - Contractor shall:
 - B9.8.1 Document and report participant satisfaction with the program
 - B9.8.2 Make standard reports available to support the performance standards
 - B9.8.3 Meet the performance standards as agreed to in the performance guarantees
 - B9.8.4 Put a portion of the fees at risk for the performance standards

B10. PERFORMANCE STANDARDS

- B10.1 Performance standards are outlined in Section 12 of the Electronic-Based Weight Management Program RFP Questionnaire. The contractor shall agree that any liquidated damages assessed by MCHCP shall be in addition to any other equitable remedies allowed by the contract or awarded by a court of law including injunctive relief. The contractor shall agree that any liquidated damages assessed by MCHCP shall not be regarded as a waiver of any requirements contained in this contract or any provision therein, nor as a waiver by MCHCP of any other remedy available in law or in equity.
- B10.2 Contractors are required to utilize the DirectPath Vendor Manager tool or other product designated by MCHCP that allows contractors to self-report compliance and non-compliance with performance guarantees. MCHCP reserves the right to audit performance standards for compliance. 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 12 of the Electronic-Based Weight Management Program RFP Questionnaire, will be assessed.
- B10.3 All performance guarantees must be finalized before a contract will be awarded.

B11. CLAIMS AND PAYMENT

- B11.1 The contractor shall agree to electronically bill the participant's medical plan's third party administrator (TPA) for services provided to the participant.
- B11.2 Claims shall only be generated for the contractually specified services and fees when the participant has met the program's engagement criteria.
- B11.3 Claims shall meet the TPA's electronic billing requirements. It is the contractor's responsibility to conduct the necessary steps to be set up in the TPA's system for claims payment.
- B11.4 The contractor shall accept payment from the TPA as payment in full and shall not bill the participant or MCHCP unless otherwise specified in the contract.

B12. MCHCP REQUIREMENTS AND SERVICE

- B12.1 MCHCP will provide the following administrative services to assist the contractor:
- Certification of eligibility
 - Eligibility (new, change, and terminations) in an electronic format
 - Maintenance of individual eligibility data
 - Facilitate communication between the contractor and MCHCP's designated TPA(s)
 - Assist in notification/education of eligible participants regarding the electronic-based weight management program

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 DirectPath web site, as indicated on the last page of the *Introduction and Instructions* document of the RFP. Such communication must be received no later than Tuesday, May 15, 2018, 4 p.m. CT (5 p.m. ET).

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

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

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

C3. PREPARATION OF PROPOSALS

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

C4. DISCLOSURE OF MATERIAL EVENTS

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

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

C5. COMPLIANCE WITH APPLICABLE FEDERAL LAWS

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

Electronic-Based Weight Management Program 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)

Describe your company structure including subsidiaries and affiliates

Number of years providing wellness services

Name of contact person for questions regarding this RFP response

Corporate address

Telephone

Email address

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

Response

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

Nationally

Regionally

Missouri

2.4 List the number of clients and their respective total lives to which you currently provide electronic-based weight management services, and break down by employers, health plans, and third party administrators.

	Employer clients	Health plan clients	Third party administrator clients
Number of groups of 50,000 lives or more	<input type="text"/>	<input type="text"/>	<input type="text"/>
Number of groups 30,000-49,999 lives	<input type="text"/>	<input type="text"/>	<input type="text"/>
Number of groups 20,000-29,999 lives	<input type="text"/>	<input type="text"/>	<input type="text"/>
Number of groups less than 20,000 lives	<input type="text"/>	<input type="text"/>	<input type="text"/>

2.5 How many participants does your organization service in total?

Number of current participants

Number of new participants last year (2017)

Number of new participants year to date (2018)

2.6 Provide the following information on your five largest electronic-based weight management program clients (defined as the total number of eligible employees).

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	Name	City, State	Industry	Total No. of Employees	No. of Electronic-Based Weight Management program participants
Client #1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Client #2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Client #3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Client #4	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Client #5	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

☐ Yes (describe the situation prompting the suit(s) and the outcome or current status)

☐ No

2.8 Complete the following table, indicating the date your organization first provided the service listed and the number of current participants for each service. If not currently providing the service, leave the date field blank and enter "0" in the current participants field.

	Date service first provided (MM/YYYY)	No. of current participants
Online content	<input type="text"/>	<input type="text"/>
Newsletters	<input type="text"/>	<input type="text"/>
Web links	<input type="text"/>	<input type="text"/>
Telephonic Weight Management Coaching	<input type="text"/>	<input type="text"/>
Electronic-Based Weight Management	<input type="text"/>	<input type="text"/>

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

	Name of insurance carrier	Type of coverage	Coverage amount	Pertinent exclusions
Insurer 1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Insurer 2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

2.10 Confirm you have uploaded a document to the Reference Files from Vendor section confirming appropriate licensure by the State of Missouri. Name the document "Q2.10 State of Missouri License".

☐ Confirmed

☐ Not confirmed (please explain)

2.11 What percentage of your overall company sales is attributable to the electronic-based weight management offering?

☐ Percentage of overall sales attributable to electronic-based weight management (X.XX%)

 %

2.12 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"/>

2.13 Describe the economic advantages that will be realized as a result of your organization performing the required services by providing responses to each item below. If necessary to provide a full description, upload a document to the Reference Files from Vendor section, and name the file "Q2.13 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.

2.14 Confirm you have uploaded two years of your organization's audited financial statements to the Reference Files from Vendor section. Name the file "Q2.14 Audited Financial Statements."

☐ Confirmed

☐ Not confirmed (please explain)

Enrollment/Engagement

3.1 Can eligible participants self-enroll in your programs? If so, what are the inbound calling/participation options?

☐ Yes (please describe, including inbound calling/participation options)

☐ No (please explain)

3.2 Provide your book-of-business average program engagement rate for your electronic-based weight management program, and provide a definition of engagement.

Average program engagement rate

 %

Definition of engagement

3.3 Provide your book-of-business average program completion rate for your electronic-based weight management program, and provide a definition of completion.

Average program completion rate

 %

Definition of completion

3.4 How is incorrect contact information addressed?

Response

3.5 When is an eligible participant considered unresponsive to outreach?

Response

3.6 Does your recruitment model utilize outbound calls for enrollment? If yes, please provide your definition of an outbound recruitment call. For example, is an outbound recruitment call an attempt to reach, a live conversation with the eligible participant, and IVR attempt with the eligible participant, or leaving a message.

☐ Yes (please describe, including definition of an outbound recruitment call)

☐ No (please explain)

3.7 Describe methods your electronic-based weight management program utilizes to keep participants engaged over time.

Response

3.8 Describe your process for identifying eligible participants for your electronic-based weight management program.

Response

3.9 What are the required components for a participant to get started in the electronic-based weight management program (i.e. questionnaire, screening call, biometrics, etc.)?

Response

3.10 What devices/equipment are required for participation in the electronic-based weight management program?

Response

3.11 If devices/equipment are required, describe the distribution, maintenance and collection of required devices/equipment.
☐ Response (please describe)

☐ Devices/equipment not required
3.12 If devices/equipment are required, is there dedicated support for participants to contact for device/equipment issues?
☐ Response (please describe)

☐ Devices/equipment not required
3.13 Indicate the type of equipment your electronic-based weight management program web portal may be accessed from. Check all that apply.
☐ Internet-connected computer

☐ Mobile devices (phone and/or tablet)
3.14 Describe any equipment requirements for access.

Response

3.15 Does your company have the ability to reach and engage a large and geographically dispersed workforce?
☐ Yes (please describe)

☐ No (please explain)

3.16 Describe how your company supports special needs participants (i.e. visually- or hearing-impaired, etc.)

Response

3.17 Describe the sequence of follow-up contacts that are made to eligible participants who agree to participate in your electronic-based weight management program.

Response

3.18 Is your electronic-based weight management program capable of rapidly scaling up services, staff and materials to meet demand if necessary?
☐ Yes (please describe)

☐ No (please explain)

Electronic-Based Weight Management**4.1 Briefly describe your electronic-based weight management program, including philosophy, service offerings, goals and objectives.**

Response

4.2 What is the minimum age of participants eligible for your electronic-based weight management program?

Response

4.3 Provide your definition of each of the following health risks and chronic conditions and the criteria that qualify an individual for your electronic-based weight management programs. Identify what percentage of the population is targeted for each health risk or chronic condition.

	Definition	Criteria	Qualify for Electronic-Based Weight Management Program (Yes/No)	Percent of population targeted
Overweight	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Obesity	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Morbid Obesity	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Pre-diabetes	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %

Type II Diabetes	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	%
Cardiovascular Disease	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	%
Hypertension	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	%
Any form of Dyslipidemia	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	%
Mixed Dyslipidemia	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	%
Metabolic Syndrome	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	%
Other	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	%

4.4 Will MCHCP have the ability to customize standard participation criteria?

☐ Yes (please describe)

☐ No (please explain)

4.5 Are there any limits on the standard criteria for participation in your electronic-based weight management program that have not been identified in Question 4.3?

☐ Yes (please describe)

☐ No (please explain)

4.6 Are there any medical conditions that would exclude someone from participating in your electronic-based weight management program (i.e. eating disorders)?

☐ Yes (please describe)

☐ No (please explain)

4.7 Is your electronic-based weight management program appropriate for eligible participants who have undergone a previous bariatric surgery?

☐ Yes (please describe)

☐ No (please explain)

4.8 Using the table below, provide an overview of your enrollment process for each health risk and chronic condition (i.e. what outreach methods are used to enroll individuals who are eligible for your electronic-based weight management program engagement)? Be sure to address how potential participants are identified and the different enrollment methods (i.e. phone, mail, etc.).

	How participants are identified	Outreach methods used (phone, mail, etc.)
Overweight	<input type="text"/>	<input type="text"/>
Obesity	<input type="text"/>	<input type="text"/>
Morbid Obesity	<input type="text"/>	<input type="text"/>
Pre-diabetes	<input type="text"/>	<input type="text"/>
Type II Diabetes	<input type="text"/>	<input type="text"/>
Cardiovascular Disease	<input type="text"/>	<input type="text"/>
Hypertension	<input type="text"/>	<input type="text"/>
Any form of Dyslipidemia	<input type="text"/>	<input type="text"/>
Mixed Dyslipidemia	<input type="text"/>	<input type="text"/>
Metabolic Syndrome	<input type="text"/>	<input type="text"/>
Other	<input type="text"/>	<input type="text"/>

4.9 How do you coordinate management and communication to members with lower levels of acuity/risk who do not qualify for your electronic-based weight management program?

Response

4.10 How does your program handle participants who have been assessed and found to not meet program participation criteria, but who disagree with the determination? Please provide a detailed response.

Response

4.11 Has your electronic-based weight management program received accreditation and from whom (NCQA, JCAHO, URAC, etc.).

	Program name	Accrediting organization	Date accreditation due to renew/expire (MM/YYYY)
Program 1	<input type="text"/>	<input type="text"/>	<input type="text"/>
Program 2	<input type="text"/>	<input type="text"/>	<input type="text"/>
Program 3	<input type="text"/>	<input type="text"/>	<input type="text"/>
Program 4	<input type="text"/>	<input type="text"/>	<input type="text"/>
Program 5	<input type="text"/>	<input type="text"/>	<input type="text"/>

4.12 What clinical guidelines are your electronic-based weight management program curriculum based on?

Response

4.13 Does your electronic-based weight management program meet United States Preventive Services Task Force A and B recommendations?

Yes (please specify the USPSTF A and B guidelines the program meets)

No (please explain)

4.14 Describe your engagement rates at different stages of your electronic-based weight management program and why participants drop out at various stages.

	Engagement Rate	Reasons for dropping out
Beginning	<input type="text"/> %	<input type="text"/>
Midpoint	<input type="text"/> %	<input type="text"/>
Maintenance	<input type="text"/> %	<input type="text"/>
Other (specify)	<input type="text"/> %	<input type="text"/>
Other (specify)(2)	<input type="text"/> %	<input type="text"/>

4.15 Indicate your success rates for member enrollment and completion of your electronic-based weight management program.

Enrollment percentage (X.XX%)

 %

Completion percentage (X.XX%)

 %

4.16 Describe and name each phase and indicate the length of each phase of your electronic-based weight management program.

	Phase Name and Description	Length of Phase
Phase 1	<input type="text"/>	<input type="text"/>
Phase 2	<input type="text"/>	<input type="text"/>
Phase 3	<input type="text"/>	<input type="text"/>
Phase 4	<input type="text"/>	<input type="text"/>
Phase 5	<input type="text"/>	<input type="text"/>

4.17 How many class sessions can a participant expect to have? Is there a limit?

Expected number of class sessions

Limit on number of class sessions (please describe)

4.18 At what point during the electronic-based weight management program (i.e. number of class sessions attended) does the empirical evidence suggest that the member is likely to complete the program?

Response

4.19 What is the average length of a weekly class session?

☐ Less than 15 minutes

- ☐ 15-29 minutes
- ☐ 30-44 minutes
- ☐ Greater than 45 minutes

4.20 Do participants of the electronic-based weight management program have access to certified health coaches at all times throughout the duration of the program?

- ☐ Yes (please describe and provide hours of availability)
- ☐ No (please explain)

4.21 How frequently can a participant connect with their electronic-based weight management program certified health coach? Is there a limit?

Frequency

Limit on frequency of contact (please describe)

4.22 Do participants schedule appointments with the electronic-based weight management program certified health coaches? If so, how are appointments scheduled?

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

4.23 Can participants reach coaches outside of scheduled appointments?

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

4.24 Are participants assigned one coach with whom they work throughout all phases of the electronic-based weight management program (i.e. single coach model)?

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

4.25 Are participants able to switch coaches if they would like to?

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

4.26 Briefly outline the process used to ensure the program participant is working toward their goal(s) and maintaining engagement with the program. Be sure to include a description of the web-based modules and tools used to support the electronic-based weight management program.

Response

4.27 Describe the techniques utilized by the electronic-based weight management program health coaches to motivate participants and help them to overcome barriers to behavior change.

Response

4.28 Does your electronic-based weight management program include an online dashboard for participants to track their progress? If yes, upload a sample report to the Reference Files from Vendor section, and name the file "Q4.28 Online Dashboard".

- ☐ Yes, and a sample has been uploaded (please describe)
- ☐ No (please explain)

4.29 What is your re-engagement approach for contacting those participants who become difficult to reach and/or fail to stay engaged with class sessions (e.g. they become disengaged from the electronic-based weight management program)?

Response

4.30 Does your electronic-based weight management program include an online community of peers for participants to connect with for social support? And if yes, will the peers be other MCHCP participants?

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

4.31 Does your electronic-based weight management program utilize any of the following communication modalities for support and encouragement of participants among peers and by certified health coaches?

	Yes/No	Peer Group/Health Coaches	Description
Email	<input type="text"/>	<input type="text"/>	<input type="text"/>
Text messaging	<input type="text"/>	<input type="text"/>	<input type="text"/>
Phone	<input type="text"/>	<input type="text"/>	<input type="text"/>
Online forums	<input type="text"/>	<input type="text"/>	<input type="text"/>
Video	<input type="text"/>	<input type="text"/>	<input type="text"/>
Social Media	<input type="text"/>	<input type="text"/>	<input type="text"/>

4.32 Which communication modality in Q4.31 has your organization found to be the most effective?

Response

4.33 Describe how social support group interactions and communications are monitored.

Response

4.34 If there is an issue with social support group interaction or communication, will it be escalated? And if so, how does that process work? Is MCHCP notified?

Response

4.35 How frequently do peer groups communicate and interact?

Response

4.36 Can the group/peer support group electronic-based weight management program component be disabled?

☐ Yes (please describe)

☐ No (please explain)

4.37 Does your electronic-based weight management program integrate with wireless monitoring tools (e.g. steps tracking, online food record entry, scales)?

☐ Yes (please describe type of monitoring tool and method of tracking)

☐ No (please explain)

4.38 Describe how you monitor and maintain the quality of your electronic-based weight management program interventions.

Response

4.39 Describe how you monitor and maintain the quality of your coaching interventions.

Response

4.40 Describe any enhancements or developments you have made to your electronic-based weight management program model in the last two years.

Response

4.41 Describe any enhancements to your electronic-based weight management program model you are currently considering.

Response

Staffing

5.1 Provide the following information about the staff that will service the MCHCP account.

	Location	Experience level of staff (average number of years)	Are coaches/course instructors credentialed or certified (Yes/No)?	Is secure live web chat coaching available (Yes/No)?
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Enrollment Specialists				
Course Instructors	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Health Coaches	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

5.2 Indicate the hours of operation for your staff (all times listed should be Central Time).

	Monday through Friday	Saturday	Sunday
Enrollment specialists (if applicable)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Electronic-based weight management health coaches (inbound)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Electronic-based weight management health coaches (outbound)	<input type="text"/>	<input type="text"/>	<input type="text"/>

5.3 Describe how after-hour phone calls are handled.

Response

5.4 Are staff employees or subcontractors (check all that apply, and indicate percentage)?

	Employees (indicate percentage X.XX)	Subcontractors (indicate percentage X.XX)
Enrollment specialists	<input type="checkbox"/> <input type="text"/> %	<input type="checkbox"/> <input type="text"/> %
Electronic-based weight management health coaches	<input type="checkbox"/> <input type="text"/> %	<input type="checkbox"/> <input type="text"/> %
Electronic-based weight management course instructors	<input type="checkbox"/> <input type="text"/> %	<input type="checkbox"/> <input type="text"/> %

5.5 Which of the following specialties are included in your electronic-based weight management certified health coaching staff (check all that apply, and indicate the number employed)?

	Total number of FTEs	Required education and experience	Average number of years with your organization	2017 turnover rate (X.XX%)
RNs	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Health coaches/health educators	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Physicians	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Exercise physiologists	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Nutritionists	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Social workers	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Psychologists	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Dietitians	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Other (please describe)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %

5.6 Which of the following specialties are included in your electronic-based weight management course instructors? (check all that apply, and indicate the number employed)?

	Total number of FTEs	Required education and experience	Average number of years with your organization	2017 turnover rate (X.XX%)
RNs	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Health coaches/health educators	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Physicians	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Exercise physiologists	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Nutritionists	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Social workers	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Psychologists	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Dietitians	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %

5.7 What is the average number of years of clinical experience for the team that will be servicing the MCHCP account?

- ☐ Less than 1 year
- ☐ 1-2 years
- ☐ 2-3 years
- ☐ More than 3 years

5.8 Will MCHCP have a team of dedicated electronic-based weight management certified health coaches?

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

5.9 Will you conduct MCHCP-specific training for the staff that will be servicing our account?

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

5.10 Describe any ongoing educational opportunities provided to your electronic-based weight management program coaches and class instructors.

Response

Program Integration

6.1 Describe your organization's specific experience coordinating with clients' internal on-site clinical/wellness resources.

Response

6.2 MCHCP will only accept billing through preventive medical claims. Describe how your program integrates with UMR and Aetna. MCHCP's current medical TPAs for electronic billing.

UMR

Aetna

6.3 Describe the steps in participant program engagement that result in a claim being generated. (For example: participant continues to be engaged in class sessions; or participant is on track to lose 10 pounds, etc.)

Detailed description of process and claim criteria

6.4 Does your electronic-based weight management program have a unique NPI provider number?

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

6.5 If your electronic-based weight management program/organization has an NPI provider number, what name appears on a participant explanation of benefits for the "provider name"?

- ☐ Yes (please describe, including the provider name that appears on EOBs)
- ☐ No, do not have an NPI

6.6 Is your organization a contracted network provider with UMR? with Aetna?

	Yes (provide length of current contract and date contract expires)	No (please explain)
UMR	<input type="text"/>	<input type="text"/>
Aetna	<input type="text"/>	<input type="text"/>

6.7 Please list all applicable ICD-10 codes you allow as criteria for participation in your electronic-based weight management program.

	ICD-10 Code	Description

ICD-10 Code 1			
ICD-10 Code 2			
ICD-10 Code 3			
ICD-10 Code 4			
ICD-10 Code 5			
ICD-10 Code 6			
ICD-10 Code 7			
ICD-10 Code 8			
ICD-10 Code 9			
ICD-10 Code 10			

6.8 Please complete the following table providing a full and complete list of required fields your program utilizes to bill participant encounters throughout a 12-month program cycle.

	CPT Code	Modifier	Description	When Used (type of Unit/Encounter)	Unit Maximum Allowed
Field 1					
Field 2					
Field 3					
Field 4					
Field 5					
Field 6					
Field 7					
Other					

6.9 If your organization is not currently an in-network provider with UMR and or Aetna - describe how much time is required to implement the medical claims billing process through MCHCP's current TPAs.

UMR time to implement

Aetna time to implement

6.10 Describe how your organization ensures that data is transferred accurately and securely.

Response

Communication Support

7.1 Describe your recommended communications plan for launch of the electronic-based weight management program.

Response

7.2 What methods has your organization found to be the most effective in achieving high engagement/utilization rates?

Response

7.3 Describe and outline how your organization would assist MCHCP in developing and implementing an ongoing communication strategy for your electronic-based weight management program that would incorporate other current MCHCP initiatives.

Response

7.4 How do you measure the impact of communications sent? If there is measurement of this impact and how will you report it to MCHCP?

Response

7.5 Describe your ability to deliver "targeted" or customized messaging to electronic-based weight management program participants.

Response

7.6 Confirm you have uploaded copies of the standard eligible participant communications regarding the electronic-based weight management program that would be provided to MCHCP members at no additional charge. Upload the file to the Reference Files from Vendor section, and name the file "Q7.6 Eligible Participant Communications".

☐ Confirmed

☐ Not confirmed (please explain)

Implementation and Account Management

8.1 Confirm you have uploaded an Implementation Plan that has been utilized and successful with a client of comparable size to MCHCP. See Exhibit B for additional milestones that must be included in the implementation plan. Upload the file to the Reference Files from Vendor section, and name the file "Q8.1 Implementation Plan". A final implementation plan must be agreed to by MCHCP within 30 days of contract award.

☐ Confirmed

☐ Not confirmed (please explain)

8.2 Describe what your organization will need to do to scale your electronic-based weight management program to the MCHCP eligible participant population.

Response

8.3 What services and support are needed from MCHCP to ensure a smooth implementation.

Response

8.4 Discuss your willingness to participate in an implementation audit. Include a description of any financial support you are willing to offer to assist in this effort.

Response

8.5 Complete the following table regarding the team that will be assigned to lead and coordinate the electronic-based weight management implementation activities for MCHCP.

	Name	Location	Role for MCHCP	Brief work experience	Number of years at your organization	Number of years in current role	Number of current accounts	Maximum number of accounts	Estimated percentage of time allocated to MCHCP
Implementation Manager	<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"/> %
IT Resource	<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"/> %
Operations Resource	<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"/> %
Reporting Resource	<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"/> %
Other (specify name and title)	<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"/> %

8.6 Complete the following table regarding the Strategic Account Executive who will be servicing MCHCP and the day-to-day Account Manager who will be assigned to MCHCP.

	Name	Location	Role for MCHCP	Brief work experience	Number of years at your organization	Number of years in current role	Number of current accounts	Maximum number of accounts	Estimated percentage of time allocated to MCHCP
Strategic Account Executive	<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 Manager	<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"/> %

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

☐ Yes (please provide examples of what you have done with other clients)

☐ No (please explain)

Educational Content, Tools and Resources

9.1 Provide a URL and three (3) userIDs and passwords for the RFP evaluation team to trial your electronic-based weight management program experience.

URL

--

User ID

--

Password

--

9.2 How is your portal/web content selected and/or created to ensure accuracy and appropriateness?

Response

--

9.3 Which of the following features are available on your website for program participants (check all that apply)?

☐ Personal health record

☐ Exercise log

☐ Sample menus

☐ Calculators

☐ Symptom checker

☐ Other (please describe)

--

9.4 How frequently is your online content updated and/or reviewed?

☐ Weekly

☐ Monthly

☐ Quarterly

☐ Other (please explain)

--

9.5 Can certain portions of your web portal be suppressed to MCHCP eligible participants at MCHCP's request?

☐ Yes (please describe)

--

☐ No (please explain)

--

9.6 Does the web portal include engaging, innovative tools to support moderate and high-risk participants in developing new behaviors and making healthy lifestyle choices?

☐ Yes (please describe, including how these tools have resulted in actual, documented engagement/results)

--

☐ No (please explain)

--

9.7 Does the web portal have the ability to allow appointment scheduling with an electronic-based weight management certified health coach?

☐ Yes (please describe)

--

☐ No (please explain)

--

9.8 Are social networks or other social media capabilities available on your web portal?

Yes (please describe)

--

No (please explain)

--

9.9 Describe any enhancements or developments you have made to your web portal in the last two years.

Response

--

9.10 Describe any enhancements or developments to your web portal you are currently considering.

Response

--

Outcomes Measurement and Reporting

10.1 Indicate which of the components outlined below are included in your standard aggregate client report (check all that apply).

- ☐ Lifestyle risks
☐ Health status
☐ Chronic conditions
☐ Readiness to change
☐ Time-over-time comparisons
☐ Estimated costs of lifestyle risks
☐ Estimated costs of chronic conditions
☐ Projected savings from lifestyle risk reduction
☐ Projected savings from chronic condition reduction
☐ Web-based/electronic "real time" delivery of results
☐ Paper delivery
☐ Client can generate own reports from your web-based system
☐ Separate reports by client location, agency, and/or demographics
☐ Comparison to benchmarks (list available benchmarks, e.g. book of business, industry, etc.)
☐ Other (please describe)

10.2 Indicate the electronic-based weight management program reporting elements included within your standard reporting package and the frequency of the reporting.

	Included in standard reporting	Frequency of reporting (monthly/quarterly/annually)
Number identified for electronic-based weight management program	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/>
Percentage in each lifestyle risk area	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/>
Percentage in each chronic condition area	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/>
Engagement of participants	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/>
Number of identified candidates attempted but unable to reach	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/>
Track number and reasons for unable to reach	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/>
Number of enrolled participants	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/>
Number of participants who have voluntarily dropped out	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/>
Track number and types of reasons for participants dropping out	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/>
Number of participants who have completed program	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/>
Number of participants who improved 0, 1, 2 and 3+ lifestyle risks	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/>
Risk reduction by lifestyle risk area	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/>
Risk reduction of chronic condition area	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/>
Risk eliminated by lifestyle risk area	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/>
Risk eliminated by chronic condition area	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/>
Web utilization reports	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/>
Cost savings	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/>
Return on investment	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/>
Participant satisfaction	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/>
Other (please describe)	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/>

10.3 Confirm you have uploaded the sample reporting package that would be made available to MCHCP at no additional cost. Upload the file to the Reference Files from Vendor section, and name the file "Q10.3 Sample Reports".

☐ Confirmed

☐ Not confirmed (please explain)

10.4 Confirm you have uploaded copies of any additional reporting that would be made available to MCHCP at an additional cost. Upload the file to the Reference Files from Vendor section, and name the file "Q10.4 Additional Reporting". Include pricing for the additional reporting in Supplemental Pricing.

☐ Confirmed

☐ Not confirmed (please explain)

10.5 How is participation/attrition tracked and shared with MCHCP?

Participation

Attrition

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

☐ Confirmed

☐ Not confirmed (please explain)

10.7 Do you offer a web-based reporting tool to allow for self-service reporting?

☐ Yes, at no additional cost (please describe)

☐ Yes, at an additional cost (please describe, and indicate additional cost on Supplemental Pricing)

☐ No (please explain)

10.8 How many calendar days after the end of the reporting period are reports made available?

No. of calendar days

10.9 Describe your ability to customize reporting.

☐ Response

10.10 How would success be measured during the first 6 months to 1 year of the electronic-based weight management program launch?

Response

10.11 Complete the following table for each clinical outcome your electronic-based weight management program measures and how they are measured.

	Description	Measurement process
Clinical Outcome 1	<input type="text"/>	<input type="text"/>
Clinical Outcome 2	<input type="text"/>	<input type="text"/>
Clinical Outcome 3	<input type="text"/>	<input type="text"/>
Clinical Outcome 4	<input type="text"/>	<input type="text"/>
Clinical Outcome 5	<input type="text"/>	<input type="text"/>

10.12 Complete the following table indicating which behaviors your electronic-based weight management program measures and how they are measured.

	Description	Measurement process
Behavior 1	<input type="text"/>	<input type="text"/>
Behavior 2	<input type="text"/>	<input type="text"/>
Behavior 3	<input type="text"/>	<input type="text"/>
Behavior 4	<input type="text"/>	<input type="text"/>

Behavior 5

10.13 Provide your 2017 book of business book of business program results, including participation, attrition, ongoing engagement, outcomes and satisfaction.

Participation

Attrition

Ongoing engagement

Outcomes

Satisfaction

10.14 Provide your 2017 book of business lifestyle risk reduction results for members that engage in the electronic-based weight management program.

Response

10.15 Provide your 2017 book of business chronic condition risk reduction results for members that engage in the electronic-based weight management program.

Response

10.16 Confirm you have provided data to demonstrate how participant successes with your electronic-based weight management program are sustained after 6 months, 1, 3 and 5 years. Upload the file to the Reference files from Vendor section, and name the file "Q10.16 Program Sustainability".

☐ Confirmed☐ Not confirmed (please explain)

10.17 Confirm you have provided at least one case study that occurred in the past two years, of a client who has achieved outcomes with your electronic-based weight management program. Upload the file to the Reference files from Vendor section, and name the file "Q10.17 Outcomes Case Study".

☐ Confirmed☐ Not confirmed (please explain)

10.18 Confirm you have provided white papers, evidence-based research and journal publications to support your electronic-based weight management program outcomes or success. Upload the documents to the Reference Files from the Vendor section, and name the file "Q10.18 Evidence-based Research".

☐ Confirmed☐ Not confirmed (please explain)

10.19 Confirm you have uploaded a layman's explanation of your ROI methodology for the electronic-based weight management program. The document must be no longer than two (2) pages. Upload the file to the Reference Files from Vendor section, and name the file "Q10.19 ROI Methodology".

☐ Confirmed☐ Not confirmed (please explain)

10.20 Confirm you have uploaded copies of the reporting package that will be provided to MCHCP to document ROI for the electronic-based weight management program. Upload the file to the Reference Files from Vendor section, and name the file "Q10.20 ROI Reporting".

☐ Confirmed☐ Not confirmed (please explain)

10.21 Has there been third-party validation of your ROI/savings methodologies? If yes, what organization(s) verified the results, and how often is the analysis conducted? Note: MCHCP reserves the right to request a copy of this validation report from finalists and/or the successful bidder. Also, MCHCP will require regular validation of the ROI methodology from the selected vendor.

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

10.22 Please describe how you measure participant satisfaction with your electronic-based weight management program by answering the following:

How do you administer participant satisfaction surveys?

When do you administer participant satisfaction surveys?

How frequently do you administer participant satisfaction surveys?

10.23 Does your organization monitor and report Net Promoter Score for your electronic-based weight management program? If so, what is it?

☐ Yes (please describe, include your Net Promoter Score)

☐ No (please explain)

10.24 Confirm you have provided a copy of the participant satisfaction survey for your electronic-based weight management program. Upload the document to the Reference Files from the Vendor section, and name the file "Q10.24 Participant Satisfaction Survey".

☐ Confirmed

☐ Not confirmed (please explain)

Technology and Security

11.1 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)

11.2 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)

11.3 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

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

☐ Yes (please describe specific circumstance(s) and include lessons learned)

☐ No (please explain)

11.5 How frequently do you backup data?

☐ Daily

☐ Weekly

☐ Monthly

☐ Other (please explain)

11.6 Is stored backup data encrypted on media?

☐ Yes (please describe)

☐ No (please explain)

11.7 Is backup data stored in multiple locations?

Yes (please describe)

No (please explain)

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

Response

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

Response

11.10 Describe your Incident Response Plan for addressing security breaches.

Response

11.11 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)

11.12 What platform do you currently utilize to delivery web content/services?

Response

11.13 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)

11.14 Are mobile apps available for use by your participants?

☐ Yes (please describe)

☐ No (please explain)

11.15 Is your website a responsive website that adapts to varying screen sizes and devices?

☐ Yes (please describe)

☐ No (please explain)

11.16 Do you have an online participant portal?

☐ Yes (please describe)

☐ No (please explain)

11.17 If you answered Yes to Q11.16, confirm you have uploaded screen shots and demo information to the Reference Files from Vendor section, and name the file "Q11.17 Participant Portal Detail".

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed (please describe, including which version)

☐ Not confirmed (please explain)

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

Confirmed (please describe)

Not confirmed (please explain)

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

Response

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

Response

11.22 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 "Q11.22 Reliability Metrics".

☐ Confirmed

☐ Not confirmed (please explain)

11.23 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

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

Response

11.25 Have you ever experienced a security breach involving PHI?

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

☐ No

11.26 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)

11.27 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 "Q11.27 Disaster Recovery Plan".

☐ Confirmed

☐ Not confirmed (please explain)

11.28 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 "Q11.28 Disaster Recovery Plan Testing".

☐ Confirmed

☐ Not confirmed (please explain)

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

	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"/>

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

☐ Yes (please describe)

☐ No (please explain)

11.31 Describe your process for creating and managing participant files for medical data, including weight results (electronic versus paper information captured).

Response

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

Response

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

Response

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

Response

11.35 Describe any certifications or controls and procedures you have in place to highlight best in practice stewardship of your internal operations in delivering your services. This may include SAS-70, ISO27001, CMMI, etc.

Response

Performance Guarantees**12.1 Electronic-Based Weight Management Program Savings/ROI - The following category will be measured and reported annually beginning 18 months following program implementation.**

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum amount at risk
Contractor agrees to provide reports outlining ROI of MCHCP's electronic-based weight management program 18 months following program implementation and annually thereafter.	Due within 180 days of end of reporting period	<input type="text"/>	MCHCP will determine acceptability of reporting	For each report not provided within stated timeframe, \$1,500 per day plus \$0.15 per eligible member per month	<input type="text"/>

12.2 Enrollment in Electronic-based weight management program - The following category will be measured annually and reported annually beginning January 1, 2019.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe measurement process	Minimum amount at risk	Maximum amount at risk
Percent of MCHCP members who are eligible for electronic-based weight management program and who meet criteria for participation enroll	35 percent of MCHCP members eligible for electronic-based weight management program and meet criteria enroll	<input type="text"/>	<input type="text"/>	\$2,000 for each percentage point below 35 percent	<input type="text"/>

12.3 Percentage weight loss at the end of first 12 months of program initiation - The following category will be measured semi-annually and reported semi-annually beginning January 1, 2019.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe measurement process	Minimum amount at risk	Maximum amount at risk
Percentage weight loss at the end of first 12 months of program initiation	Weight loss of 7 percent over all participants who meet the definition of engagement during 9 out of 12 months. Measured by first and last recorded weights during months 1 through 12	<input type="text"/>	<input type="text"/>	\$100 per percentage point less than 7 percent per participant who meets definition of engaged during 9 of 12 months of program initiation	<input type="text"/>

12.4 Percentage weight loss at the end of first 24 months of program initiation - The following category will be measured semi-annually and reported semi-annually beginning January 1, 2019.

	Guarantee	Will you guarantee	Describe measurement process	Minimum amount at risk	Maximum amount at risk
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		this standard (Yes or No)			
Percentage weight loss at the end of first 24 months of program initiation	Weight loss of 5 percent over all participants who meet the definition of engagement during 18 out of 24 months. Measured by first and last recorded weights during months 1 through 24	<input type="text"/>	<input type="text"/>	\$100 per percentage point less than 5 percent per participant who meets definition of engaged during 18 of 24 months of program initiation	<input type="text"/>

12.5 Diabetes prevalence reduction - The following category will be measured annually and reported annually beginning January 1, 2020.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe measurement process	Minimum amount at risk	Maximum amount at risk
Prevalence of diabetes will be reduced at the end of the first 12 months of program initiation	Prevalence of diabetes reduced by 20 percent over all participants with diabetes who meet the definition of engagement during 9 out of 12 months.	<input type="text"/>	<input type="text"/>	\$2,000 per percentage point less than 20 percent over all participants who meet the definition of engaged during 9 of 12 months of program initiation	<input type="text"/>

12.6 Metabolic Syndrome prevalence reduction - The following category will be measured annually and reported annually beginning January 1, 2020.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe measurement process	Minimum amount at risk	Maximum amount at risk
Prevalence of metabolic syndrome will be reduced at the end of the first 12 months of program initiation	Prevalence of metabolic syndrome reduced by 30 percent over all participants with metabolic syndrome who meet the definition of engagement during 9 out of 12 months.	<input type="text"/>	<input type="text"/>	\$2,000 per percentage point less than 30 percent over all participants who meet the definition of engaged during 9 of 12 months of program initiation	<input type="text"/>

12.7 Account management responsiveness - The following category will be measured and reported quarterly beginning January, 2019.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe measurement process	Minimum amount at risk	Maximum 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 and closed within a reasonable time).	Acknowledgement and response within 1 business day	<input type="text"/>	<input type="text"/>	\$2,000 for each unacknowledged inquiry	<input type="text"/>

12.8 Eligibility - Timeliness of installations. The following category will be measured and reported quarterly beginning January 1, 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 24 hours of receipt	95% loaded within 24 hours	<input type="text"/>	<input type="text"/>	For each full hour beyond 24 hours, \$2,000 plus \$0.25 PEPM	<input type="text"/>

12.9 Implementation - The following category will be measured at implementation, January, 2019.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe measurement process	Minimum amount at risk	Maximum amount at risk
Services are implemented as proposed within stated time frames and according to expectations	Satisfactory or better as determined by MCHCP	<input type="text"/>	<input type="text"/>	\$25,000 per day outside of time frame and per service not implemented satisfactory or better	<input type="text"/>

12.10 Participant satisfaction - The following category will be measured annually beginning January, 2019.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe measurement process	Minimum amount at risk	Maximum amount at risk
Contractor guarantees participant satisfaction with electronic-based weight management program	80% of participants including those who drop out would recommend program or give a Net Promoter Score (NPS) of 7 or higher	<input type="text"/>	<input type="text"/>	\$500 per percentage point below 80 for recommending program or giving a NPS of 7 or higher	<input type="text"/>

12.11 Account management satisfaction - The following category will be measured annually beginning January, 2019.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe measurement process	Minimum amount at risk	Maximum amount at risk
Contractor guarantees MCHCP's satisfaction with account management services	Satisfactory or better as determined by MCHCP	<input type="text"/>	MCHCP will determine level of satisfaction	\$5,000 plus \$0.25 per eligible member per month	<input type="text"/>

12.12 Bidders are encouraged to offer additional performance guarantees that are not listed here, including performance guarantees related to participation rates, risk reduction, and ROI. Confirm whether additional guarantees are provided. If so, upload the additional guarantees to the Reference Files from Vendors section, and name the file "Q12.12 Additional Performance Guarantees".

☐ Confirmed

☐ Not confirmed (please explain)

Pricing

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

☐ Confirmed

☐ Not confirmed (please explain)

References

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

	Name or Industry	Services provided by your organization	Number of covered employees	Number of years working with your organization
Current Client #1	<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"/>
Current Client #3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

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

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.

15.1 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"/>

15.2 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"/>

Scope of Work

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

- ☐ Confirmed
☐ Not confirmed (please explain)

16.2 Confirm that you agree to and will meet all Eligibility requirements as stated in Exhibit B, Section B2.

- ☐ Confirmed
☐ Not confirmed (please explain)

16.3 Confirm that you agree to and will meet all Weight Management Program Specific requirements as stated in Exhibit B, Section B3.

- ☐ Confirmed
☐ Not confirmed (please explain)

16.4 Confirm that you agree to and will meet all Indemnification and Insurance requirements as stated in Exhibit B, Section B1.2.

- ☐ Confirmed

☐ Not confirmed (please explain)

16.5 Confirm that you agree to and will meet all General Service requirements as stated in Exhibit B, Section B4.

☐ Confirmed

☐ Not confirmed (please explain)

16.6 Confirm that you agree to and will meet all Account Management requirements as stated in Exhibit B, Section B5.

☐ Confirmed

☐ Not confirmed (please explain)

16.7 Confirm that you agree to and will meet all Communications and Customer Support requirements as stated in Exhibit B, Section B6.

☐ Confirmed

☐ Not confirmed (please explain)

16.8 Confirm that you agree to and will meet all Information Technology and Eligibility File requirements as stated in Exhibit B, Section B7.

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

16.10 Confirm that you agree to and will meet all Reporting requirements as stated in Exhibit B, Section B9.

☐ Confirmed

☐ Not confirmed (please explain)

16.11 Confirm that you agree to and will meet all Performance Standard requirements as stated in Exhibit B, Section B10.

☐ Confirmed

☐ Not confirmed (please explain)

16.12 Confirm that you agree to and will meet all Information Claims and Payment requirements as stated in Exhibit B, Section B11.

☐ Confirmed

☐ Not confirmed (please explain)

Attachment checklist

17.1 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.

- ☐ Q2.10 State of Missouri license
- ☐ Q2.13 Economic impact
- ☐ Q2.14 Audited financial statements
- ☐ Q4.28 Online dashboard
- ☐ Q7.6 Eligible participant communications
- ☐ Q8.1 Implementation plan
- ☐ Q10.3 Sample reports
- ☐ Q10.4 Additional reporting
- ☐ Q10.16 Program sustainability
- ☐ Q10.17 Outcomes case study
- ☐ Q10.18 Evidence-based research
- ☐ Q10.19 ROI methodology

- ☐ Q10.20 ROI reporting
- ☐ Q10.24 Participant satisfaction survey
- ☐ Q11.17 Participant portal detail
- ☐ Q11.22 Reliability metrics
- ☐ Q11.27 Disaster recovery plan
- ☐ Q11.28 Disaster recovery plan testing
- ☐ Q12.12 Additional performance guarantees
- ☐ Q13.1 Pricing proposal

Mandatory Contract Provisions Questionnaire

Mandatory Contract Provisions

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

1.1 Term of Contract: The term of this Contract is for a period of one (1) year from January 1, 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. Pricing for Years 4-5 (January 1 - December 31, 2022 and January 1 - December 31, 2023 respectively) will be negotiated. Actual pricing for the one-year renewal periods are due to MCHCP by May 15 for the following year's renewal. All prices are subject to best and final offer which may result from subsequent negotiation.

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

1.32 Hold Harmless: Contractor shall hold MCHCP harmless from and indemnify against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent to the extent caused by Contractor or Contractor's employee or its subcontractor. MCHCP shall not be precluded from receiving the benefits of any insurance Contractor may carry which provides for indemnification for any loss or damage to property in Contractor's custody and control, where such loss or destruction is to MCHCP's property.

Contractor shall do nothing to prejudice MCHCP's right to recover against third parties for any loss, destruction or damage to MCHCP's property.

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

1.44 Disclosure of Material Events: Contractor agrees to immediately disclose any of the following to MCHCP to the extent allowed by law for publicly traded companies: (*) Any material adverse change to the financial status or condition of Contractor; (*) Any merger, sale or other material change of ownership of Contractor; (*) Any conflict of interest or potential conflict of interest between Contractor's engagement with MCHCP and the work, services or products that Contractor is providing or proposes to provide to any current or prospective customer; and (1) Any material investigation of Contractor by a federal or state agency or self-regulatory organization; (2) Any material complaint against Contractor filed with a federal or state agency or self-regulatory organization; (3) Any material proceeding naming Contractor before any federal or state agency or self-regulatory organization; (4) Any material criminal or civil action in state or federal court naming Contractor as a defendant; (5) Any material fine, penalty, censure or other disciplinary action taken against Contractor by any federal or state agency or self-regulatory organization; (6) Any material judgment or award of damages imposed on or against Contractor as a result of any material criminal or civil action in which Contractor was a party; or (7) Any other matter material to the services rendered by Contractor pursuant to this Contract. For the purposes of this paragraph, "material" means of a nature or of sufficient monetary value, or concerning a subject which a reasonable party

in the position of and comparable to MCHCP would consider relevant and important in assessing the relationship and services contemplated by this Contract. It is further understood that in fulfilling its ongoing responsibilities under this paragraph, Contractor is obligated to make its best faith efforts to disclose only those relevant matters which to the attention of or should have been known by Contractor's personnel involved in the engagement covered by this Contract and/or which come to the attention of or should have been known by any individual or office of Contractor designated by Contractor to monitor and report such matters. Upon learning of any such actions, MCHCP reserves the right, at its sole discretion, to terminate this Contract.

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2019 Electronic-Based Weight Management Program RFP
May 21, 2018

These responses are provided by MCHCP to questions received from potential bidders for the 2019 Electronic-Based Weight Management Program RFP.

General	Response
1 For reporting and performance guarantees, what clinical data will be made available by MCHCP? Do you have a biometrics screening program or health risk assessments to track clinical risks among the membership? What metrics are tracked in the biometric screenings? What percentage and how many members participate in screenings and/or HRAs? What is the breakout for employees and dependents/spouses? How often does this take place and what time of year do people complete screenings and HRAs?	MCHCP will provide the prevalence rates for diabetes and metabolic syndrome at the beginning of the contract period and at the end of the measurement period using medical claims data stored by our data warehouse vendor, Truven Health Analytics. MCHCP does not have a biometric screening program.
2 Would participants who don't meet clinical eligibility criteria be offered an opportunity to participate in the weight management program?	This decision has not been finalized. To assist MCHCP, we have asked the bidders to provide responses to Q4.9 and Q4.10. "Q4.9 How do you coordinate management and communication to members with lower levels of acuity/risk who do not qualify for your electronic-based weight management program?" "Q4.10 How does your program handle participants who have been assessed and found to not meet program participation criteria, but who disagree with the determination?"
3 What is the enrollment split between Aetna and UMR?	Approximately 94 percent of the population eligible for this program are enrolled in a UMR plan.
4 What are MCHCP's standard member communication channels to support with raising awareness for the weight management program?	MCHCP is interested in what the bidders propose to market the electronic-based weight management program to our members. The section of the Questionnaire titled "Communication Support" begins with Q7.1. MCHCP currently communicates with our members via secure messaging through their online myMCHCP account; and via paper or electronic mail based on member preference. MCHCP will include promotion and education about the program offering in Open Enrollment materials as well as through the Wellness Department Ambassador program and flyers at health education exhibits, etc.

Scope of Work	Response
1 Regarding Section B6.5.1, our solution includes live over the internet group coaching. In addition to the closed-captioned videos offered as participant resources, is it MCHCP's expectation that the live coaching also be captioned/transcribed post-session?	In response to the RFP, provide an explanation of how people with disabilities such as an hearing impairment or visual impairment will be able to participate in live coaching when a participant identifies the need for an accommodation.
2 Regarding Section B7.1.1, is MCHCP open to the selected vendor gaining access to eligibility via a real time eligibility clearinghouse, rather than a file transfer process?	Exhibit B – Scope of Work – Section B7 defines the RFP requirements for file formats and transfers.

Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2019 Electronic-Based Weight Management Program RFP
May 21, 2018

3	Is MCHCP open to a solution that combines an electronic-based weight management program with a more traditional disease management program?	MCHCP is seeking a provider of an electronic-based weight management program. MCHCP is not procuring disease management services.
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Questionnaire

Response

1	Regarding Questions 4.20 and 5.8, for electronic-based weight management certified health coaches, does MCHCP require any specific certifications?	MCHCP is asking the bidder to provide the type of certifications it requires of its coaches. Please see Q5.5 for the more common specialties. For certifications that are not captured by those listed, complete the "other" field of the table for Q5.5.
2	Regarding Question 5.9, can MCHCP elaborate on MCHCP-specific training expectations?	As the question implies, we are interested in learning about how or if you will train staff about MCHCP so staff know our plan, our participants and how participants are eligible for the program and the requirements that may be specific to MCHCP and not other clients you may serve.
3	Regarding Question 5.8, does MCHCP require or want dedicated health coaches exclusive to their account?	MCHCP is not requiring that certified health coaching staff provide health coaching only to MCHCP members. MCHCP is asking that the certified health coaching team that will serve MCHCP members be consistent, as in the same team, will provide coaching to our members. For example, if your company has 500 certified health coaches and 100 of them are tagged to provide health coaching for MCHCP, will those 100 coaches stay with the MCHCP account for consistency and familiarity of our participating members.
4	Regarding Question 6.1, does MCHCP require or want on-site staff included in the bid and pricing?	MCHCP is not requiring or requesting on-site staff from the contracted provider.
5	Regarding Question 12.3, should this reporting begin July 1, 2019?	There is an error in Q 12.3. Q12.3 should read: "12.3 Percentage weight loss at the end of first 12 months of program initiation - The following category will be measured and reported annually beginning 90 days after the close of the first 12 months of each program cycle."
6	Regarding Question 12.4, should this reporting begin July 1, 2020?	There is an error in Q12.4. Q12.4 should read: "12.4 Percentage weight loss at the end of first 24 months of program initiation - The following category will be measured and reported annually beginning 90 days after the close of the first 24 months of each program cycle."
7	Question 10.9 is currently only a radio button. Do you plan to update the questionnaire to allow for a full response?	Please upload a separate document with your response to Q10.9. MCHCP will not be updating the questionnaire.

Introduction and Instructions

Response

1	There are two (2) reference files attached to this bid opportunity; please confirm they are duplicates, or which document we should use for reference.	They are duplicates.
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**Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2019 Electronic-Based Weight Management Program RFP
May 21, 2018**

Performance Guarantees

Response

1	Is MCHCP open to discussion around performance guarantees required, as those appear to be more relevant to strict disease management programs?	While we do not agree that the listed performance guarantees are more relevant to disease management programs, please provide your agreement or disagreement of each standard and you may propose additional ones as specified in Q12.12.
2	For the enrollment performance guarantee, are you measuring enrollment of all adult plan members? Of employees? Of employees and adult dependents?	Q12.2 is a measurement of MCHCP members who are eligible for electronic-based weight management program as specified in Exhibit B- Scope of Work B2.1 and who meet the bidder's criteria for participation..

Pricing

Response

1	Is MCHCP open to alternative payment models, e.g., pay for performance?	MCHCP has provided Exhibit A-2 Pricing Worksheet with instructions for the required bidder pricing proposal for the RFP. In Q13.1 bidders may upload an additional document that further defines their proposed pricing arrangements, including definitions, fee exhibit, and all assumptions and caveats.
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**Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2019 Electronic-Based Weight Management Program RFP
May 25, 2018**

This response is provided by MCHCP to a question received from a potential bidder for the 2019 Electronic-Based Weight Management Program RFP.

General	Response
1 In the Electronic-Based Weight Management Program RFP Introduction and Instructions there is a reference to "sealed proposals" which suggests submitting hard copy. Please clarify that the submission of our responses to the questionnaire, all exhibits, pricing and all other required documentation is electronic via DirectPath. If document submission is electronic, how does the vendor "seal" our proposal and its various required components?	Submission of all questionnaires, exhibits and other required documentation through the DirectPath system is sufficient as it is a secure (sealed) system. MCHCP does not require and will not accept hard copy submissions.