



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

Judith Muck, *Executive Director*

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**February 22, 2021**

**TO: Invited Vendors**

**FROM: Judith Muck, Executive Director**

**RE: Request for Proposals for EAP Services**

Missouri Consolidated Health Care Plan (MCHCP) will be working with DirectPath, an online request for proposal (RFP) system, in the marketing of the MCHCP Employee Assistance Program (EAP) RFP for a January 1, 2022 effective date. You are invited to submit a proposal for these services. We believe that you will find this RFP a great potential opportunity for your organization.

MCHCP is, by Missouri statute, the purchaser of health insurance benefits for most State of Missouri employees, retirees and their dependents. It provides the same services on an elective basis for public entities. This contract provides a free-standing EAP benefit on a fully-insured basis to eligible State of Missouri and participating public entity employees and members of their households. An active employee is eligible for EAP services if s/he is an employee who is in a benefit eligible position which provides eligibility for benefits through MCHCP. Other state departments not covered by this definition may opt to provide EAP services under this proposal to their active employees and members of their households as well.

Approximately 40,000 eligible active state employees and 550 public entity employees are currently covered by the EAP program. The bidder shall also agree to make the identical program including the terms available under separate contract to the following state departments at their sole option:

- Missouri Department of Transportation (MoDOT – approximately 5,000 employees). MoDOT has elected to utilize the incumbent contractor for its EAP services.
- Missouri State Highway Patrol (MSHP – approximately 2,300 employees). MSHP has elected to utilize the incumbent contractor for its EAP services.
- Missouri Department of Conservation (MDC – approximately 950 employees). MDC has elected to utilize the incumbent contractor for its EAP services.

MCHCP's current five-year contract with ComPsych will expire on December 31, 2021. Current CY2021 pricing is provided below:

- EAP Services - \$1.27 per employee per month
- Critical Incident Debriefing exceeding 40 hours - \$195 per hour
- Educational Presentations exceeding 60, 90-minute sessions - \$175 per hour
- Health fairs exceeding 49 hours - \$150 per hour

The benefit levels of 2021 related to the number of counseling visits, critical incident debriefing hours, and health fair hours remain unchanged in the new RFP for 2022.

Only bidders that meet the following minimum requirements will be considered. Bids from companies not meeting all the minimum requirements will not be considered by MCHCP for this contract.

- Licensed – The contractor must be licensed as necessary to do business in the State of Missouri 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 - Bidder must have a minimum of five (5) years' experience in administering and providing EAP services with at least three (3) current clients having more than 50,000 employees. The bidder must also currently offer at least one (1) free standing program.
- Size - The size of the combined MCHCP account (includes MCHCP and the other 3 state departments who are eligible to elect to contract under this proposal), as measured by total employees covered for EAP services, must represent no more than 15 percent of the bidder's current EAP business. This effectively requires the bidder to currently cover approximately 325,000 employees for EAP services as of January 1, 2021.
- Offices and Staff – The bidder's centralized referral call center must be based in the United States and be staffed by licensed mental health clinicians, 24 hours a day, every day of the year. A core team of clinicians shall be consistently assigned to the MCHCP account.
- Account Management - The bidder must identify MCHCP's proposed account manager(s), their experience and geographic location. The account manager(s) must be available for an interview and/or site visit during the bid evaluation process and be permanently assigned to the combined MCHCP account. The account manager(s) must demonstrate the ability to successfully manage the combined MCHCP account and any other assigned accounts.
- Network – The bidder must demonstrate the presence of a broad Missouri statewide network of licensed mental health professional counselors for face-to-face counseling sessions. At a minimum, ninety percent (90%) of the combined MCHCP population residing in Missouri or adjacent states in the Kansas City and St. Louis metropolitan areas must have access to one (1) provider practice which is accepting new patients throughout the term of the contract within twenty-five (25) miles. Further, ninety percent (90%) of the combined MCHCP population residing in eight (8) Missouri counties (Boone, Cole, Callaway, St. Louis, St. Louis City, St. Charles, Jackson, and Greene) must have access to five (5) provider practices which are accepting new patients throughout the term of the contract within twenty-five (25) miles.

### **Intent to Bid**

Once the RFP is released, bidders who are interested in submitting a proposal should complete the Intent to Bid, available as a response document within the DirectPath system. The Intent to Bid is due at 4 p.m. CT, Wednesday, March 17, 2021.

### **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 username, which will allow you to view the information pertinent to the bidding process, submit response documents, communicate directly with MCHCP through the application's messaging component, and respond to our online questionnaires. In addition, 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 opportunity 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](mailto:support@directpathhealth.com).

### Key Event Information

Online RFP Released	Thursday, March 11, 2021 8 a.m. CT (9 a.m. ET)
Intent to Bid Due	Wednesday, March 17, 2021 4 p.m. CT (5 p.m. ET)
Bidder Question Submission Deadline	Wednesday, March 17, 2021 4 p.m. CT (5 p.m. ET)
MCHCP Responses to Submitted Questions	Wednesday, March 24, 2021 4 p.m. CT (5 p.m. ET)
Online RFP Closes (all proposals due)	Thursday, April 1, 2021 4:00 p.m. CT (5 p.m. ET)

If this notice should have been sent to a different individual within your organization, please contact Tammy Flaughner at 573-526-4922 or by e-mail at [tammy.flaughner@mchcp.org](mailto:tammy.flaughner@mchcp.org).

We look forward to working with you throughout this process.

## MCHCP EAP Plan Design

### Clinical Services

Standard Clinical Services	Six no-cost visits per person per problem per calendar year for each person in the household (employee, spouse, children and other household members). An employee's surviving household members may use this benefit for a period of six (6) months following the death of the employee. No annual problem maximum. Employees who experience layoff will be eligible for EAP services through last day of month after layoff date.
Employer Mandated Services	Six no-cost employer-mandated visits per active employee when required by the employer of the eligible employee as part of an employee disciplinary process. There is not an annual limit on the number of employee disciplinary processes than an employee may be subject to.
Critical Incident Debriefing	Critical incident debriefing programs must be provided upon request and on an urgent basis when requested by MCHCP public entity groups or state departments, divisions, or agencies. Services must be available on-site, within five (5) business days of the request. Contractor shall provide an annual pool of 40 hours to be used on a first-come, first-served basis. The contractor shall assume all costs for these hours, including travel.

### Non-Clinical Services

Supervisor Training	Annual pool of up to 16, one-hour "train-the-trainer" supervisor sessions as requested by MCHCP. These are generally held in April or May and cover approximately seven (7) geographic locations in the state. All costs for these sessions must be assumed by the contractor, including rental of meeting rooms, projection equipment, travel, etc. Contractor may substitute alternative educational efforts such as internet-based programs upon agreement with MCHCP.
Communication Materials	Materials for use by employees or employers, such as brochures, posters, newsletters, or other general information which encourages the use of the EAP benefit. MCHCP specifically requires a refrigerator magnet, benefit summary, and Q&A to be mailed to each eligible employee's home address by January 31, 2017. For new eligible employees, materials should be available and mailed to each new employee's home address within 31 days of notification of eligibility. In addition, 3,000 posters and supervisor handbooks shall be available each year to MCHCP. This requirement may be reduced if contractor uses web-based supervisor educational programs. MCHCP requires at least one (1) mailing to each employee's home address in each contract renewal year prior to the beginning of the renewal contract period. The mailings may include information such as updated program materials, new programs offered and/or general information which encourages the use of the EAP benefit.
Educational Programs	Contractor shall develop and provide educational sessions which cover a variety of topics such as managing stress, relaxation therapy, biofeedback and workplace violence. Contractor shall provide an annual pool of 60 such sessions equal to 90 minutes each.
Health Fairs	Contractor shall participate as requested in on-site health fairs. Contractor shall provide an annual pool of 49 hours to be used on a first come-first served basis. Contractor shall assume costs associated with travel expenses.
Legal counseling	Initial face-to-face or phone consultation of up to sixty (60) minutes with a network attorney, per separate legal matter, per year at no cost.
Financial Counseling	Unlimited phone consultation with financial services professionals.
Fraud Resolution	Access to trained fraud-resolution specialists to assist eligibles who have experienced identity theft, including a no-cost, sixty (60) minute consultation that focuses on the immediate fraud-related issues faced by the victim.

## MCHCP EAP Pricing Model

### worksheet: Instructions

	Comments
Instructions	Submitted prices for 2022 shall be firm, while prices for 2023 and 2024 shall be submitted as "not to exceed" amounts. Proposed prices are subject to negotiation prior to the award of a contract by MCHCP. Please refer to the Instructions document for detailed pricing worksheet instructions.
PEPM	The PEPM must reflect the fees for Clinical Services, Supervisor Training, Communication Materials, and the various pools of hours/sessions for Educational Presentations, Critical Incident Debriefing, and Health Fairs.
Hourly Rate	Hourly Rates must reflect the hourly rates for conducting critical incident debriefings, health fairs, and educational presentations beyond those sessions included in the annual pool for each service.
Hourly Rate	Hourly rates apply for usage above 40 CISD hours and 60, 90-minute educational sessions and 49 health fair hours.

### worksheet: Combined MCHCP

	2022	2023	2024
EAP Fees - PEPM			
Clinical Services			
Supervisor Training			
Communication Materials			
Educational Presentations			
Critical Incident Debriefing			
Health Fairs			
Total (PEPM)			
	2022	2023	2024
Critical Incident Debriefing			
Hourly Rate			
Educational Presentations			
Hourly Rate			
Health Fairs			
Hourly Rate			

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## Exhibit A-1

### Intent to Bid – 2022 MCHCP Employee Assistance Program RFP

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

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Please complete this form following the steps listed below:

- 1) Fill this form out electronically and sign it with your electronic signature.
  - 2) Upload the completed document to the Response Documents area of the RFP no later than Wednesday, March 17, 2021 at 4 p.m. CT (5 p.m. ET).
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#### **Minimum Bidder Requirements**

Only bidders that meet the following minimum requirements will be considered. Bids from companies not meeting all the minimum requirements will not be considered by MCHCP for this contract.

- **Licensed** – The contractor must be licensed as necessary to do business in the State of Missouri 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** - Bidder must have a minimum of five (5) years' experience in administering and providing EAP services with at least three (3) current clients having more than 50,000 employees. The bidder must also currently offer at least one (1) free standing program.
- **Size** - The size of the combined MCHCP account (includes MCHCP and the other 3 state departments who are eligible to elect to contract under this proposal), as measured by total employees covered for EAP services, must represent no more than 15 percent of the bidder's current EAP business. This effectively requires the bidder to currently cover approximately 325,000 employees for EAP services as of January 1, 2021.
- **Offices and Staff** – The bidder's centralized referral call center must be based in the United States and be staffed by licensed mental health clinicians, 24 hours a day, every day of the year. A core team of clinicians shall be consistently assigned to the MCHCP account.
- **Account Management** - The bidder must identify MCHCP's proposed account manager(s), their experience and geographic location. The account manager(s) must be available for an interview and/or site visit during the bid evaluation process and be permanently assigned to the combined MCHCP account. The account manager(s) must demonstrate the ability to successfully manage the combined MCHCP account and any other assigned accounts.

- Network – The bidder must demonstrate the presence of a broad Missouri statewide network of licensed mental health professional counselors for face-to-face counseling sessions. At a minimum, ninety percent (90%) of the combined MCHCP population residing in Missouri or adjacent states in the Kansas City and St. Louis metropolitan areas must have access to one (1) provider practice which is accepting new patients throughout the term of the contract within twenty-five (25) miles. Further, ninety percent (90%) of the combined MCHCP population residing in eight (8) Missouri counties (Boone, Cole, Callaway, St. Louis, St. Louis City, St. Charles, Jackson, and Greene) must have access to five (5) provider practices which are accepting new patients throughout the term of the contract within twenty-five (25) miles.

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This form will serve as confirmation that our organization has received the MCHCP 2022 Employee Assistance Program RFP.

We intend to submit a complete proposal.

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

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**Name of Organization**

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**Signature of Plan Representative**

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**Title of Plan Representative**

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**Date**

**EXHIBIT A-2**  
**LIMITED DATA USE AGREEMENT**

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

1. This Agreement is by and between MCHCP, a covered entity under the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), and \_\_\_\_\_, hereinafter referred to as “User”.
2. This Agreement addresses the conditions under which MCHCP will disclose and the User will obtain and use MCHCP’s file(s) specified in this agreement. This Agreement supersedes any and all agreements between the parties with respect to the use of MCHCP’s file(s), and preempts and overrides any instructions, directions, agreements, or other understanding in or pertaining to any prior communication from MCHCP with respect to the data specified herein. Further, the terms of this Agreement can be changed only by a written modification to this Agreement, or by the parties adopting a new agreement. The parties agree further that instructions or interpretations issued to the User concerning this Agreement or the data specified herein, shall not be valid unless issued in writing by MCHCP’s Executive Director.
3. Unless otherwise expressly stated in this Agreement, all words, terms, specifications, and requirements used or referenced in this Agreement which are defined in the HIPAA Rules shall have the same meanings as described in the HIPAA Rules. Any reference in this Agreement to a section in the HIPAA Rules means the section as in effect or amended. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
4. The parties mutually agree that MCHCP retains all ownership rights to the demographic file referred to in this Agreement, and that the User does not obtain any right, title, or interest in any of the data furnished by MCHCP.
5. The parties mutually agree that the following named individual is designated as “Custodian” of the file on behalf of the User, and will be personally responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized use. The User agrees to notify MCHCP within five (5) days of any change of custodianship. The parties mutually agree that MCHCP may disapprove the appointment of a custodian, or may require the appointment of a new custodian at any time.

Name of Custodian:

Name of Company:

Street Address:

City, State and Zip Code:

Phone Number w/ Area Code:

E-mail Address:

6. The User represents and warrants, and in furnishing the claims file(s), MCHCP relies upon such representation and warranty, that these files will be used solely for the purposes outlined

below. The User agrees not to use or further disclose the data covered by this Agreement other than as provided for by this Agreement. The parties agree that no provision of this Agreement permits the User to use or disclose protected health information (PHI) in a manner that would violate HIPAA if used or disclosed in like manner by MCHCP. MCHCP's claims files are used solely for the following:

- Network analysis and evaluation of proposed network's geographic accessibility to employees related to bidding on a contract for employee assistance services;
- Modeling of potential claim volumes for purposes of bidding on a contract with MCHCP; and/or
- Utilization analysis and pricing related to bidding on a contract with MCHCP for employee assistance services.

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

7. MCHCP will provide the User with the files, which is a subset of MCHCP's master records. MCHCP warrants that the file is accurate to the extent possible.
8. The parties mutually agree that the aforesaid file (and/or any derivative file(s) [includes any file that maintains or continues identification of individuals]) may be retained by the User only for the period of time required for any processing related to the purposes outlined in section 5 above. After the bidding process is complete, the User agrees to promptly destroy such data. The User agrees that no data from MCHCP records, or any parts thereof, shall be retained when the aforementioned file(s) are destroyed unless authorization in writing for the retention of such file(s) has been received from MCHCP's Executive Director. The User acknowledges that stringent adherence to the aforementioned information outlined in this paragraph is required. The User further acknowledges that MCHCP's demographic file received for any previous periods, and all copies thereof, must be destroyed upon receipt of an updated version. The User agrees that for any data covered by this Agreement, in any form, that the User maintains after the bidding process is complete, the User agrees to: (i) refrain from any further use or disclosure of the PHI; (ii) continue to safeguard the PHI thereafter in accordance with the terms of this Agreement; and (iii) not attempt to de-identify the PHI.
9. The User agrees to establish appropriate administrative, technical, and physical safeguards to protect the privacy and security of the data, and to prevent any unauthorized use or disclosure. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established by HIPAA. The User acknowledges that the use of unsecured telecommunications, including the Internet, to transmit individually identifiable, including protected health information, or deducible information derived from the file(s) specified above in section 6 is strictly prohibited. Further, the User agrees that the data must not be physically moved or transmitted in any way from the site indicated above in section 4, without written approval from MCHCP.

10. The User agrees that the authorized representatives of MCHCP and the Department of Health and Human Services (“HHS”) will be granted access to the premises where the aforesaid file(s) are kept for the purpose of inspecting security arrangements and confirming whether the User is in compliance with the privacy and security requirements specified in this Agreement.
11. The User agrees that no findings, listing, or information derived from the file(s) specified in section 6, with or without identifiers, may be released if such findings, listing, or information contain any combination of data elements that might allow the deduction of a MCHCP member’s identification (Examples of such data elements include, but are not limited to, address, zip code, sex, age, , etc.) The User agrees further that MCHCP shall be the sole judge as to whether any finding, listing, or information, or any combination of data extracted or derived from MCHCP’s files identifies or reasonably could identify an individual or to deduce the identity of an individual.
12. The User agrees that the User shall make no attempt to link records included in the file(s) specified in section 6 to any other identifiable source of information or attempt to identify the information or individual(s) contained in the data. This includes attempts to link to other MCHCP data files. In addition, the User agrees not to contact the individual(s) who are the subject of the data covered by this Agreement.
13. The User understands and agrees that it may not reuse original or derivative data file(s) without prior written approval from MCHCP’s Executive Director.
14. The User agrees to immediately report to MCHCP any use or disclosure of PHI not authorized or provided for by this Agreement in accordance with the notice provisions prescribed in this Section 14.
  - 14.1 The notice shall be delivered to, and confirmed received by, MCHCP without unreasonable delay, but in any event no later than three (3) business days of the User’s first discovery, meaning the first day on which such unauthorized use or disclosure is known to the User, or by exercising reasonable diligence, would have been known to the User, of the unauthorized use or disclosure.
  - 14.2 The notice shall be in writing and shall include a complete description of the unauthorized use or disclosure, and if applicable, a list of affected individuals and a copy of the template breach notification letter to be sent to affected individuals.
15. The User agrees that in the event MCHCP determines or has a reasonable belief that the User has made or may have used or disclosed the aforesaid file(s) that is not authorized by this Agreement, or other written authorization from MCHCP’s Executive Director, MCHCP in its sole discretion may require the User to: (a) promptly investigate and report to MCHCP the User’s determinations regarding any alleged or actual unauthorized use or disclosure, (b) promptly resolve any problems identified by the investigation; (c) if requested by MCHCP, submit a formal written response to an allegation of unauthorized use or disclosure; (d) if requested by MCHCP, submit a corrective action plan with steps designed to prevent any future unauthorized uses or disclosures; and (e) if requested by MCHCP, destroy or return data files to MCHCP immediately. The User understands that as a result of MCHCP’s determination or reasonable belief that unauthorized uses or disclosures have taken place, MCHCP may refuse

to release further MCHCP data to the User for a period of time to be determined by MCHCP. Further, the User agrees that MCHCP may report the problem to the Secretary of HHS.

16. The User agrees to assume all costs and responsibilities associated with any breach, as defined in the HIPAA breach notification provisions, of any protected health information obtained from MCHCP's demographic file caused by the User organization. Such costs and responsibilities include: determining if and when a breach has occurred, however, all final decisions involving questions of a breach shall be made by MCHCP; investigating the circumstances surrounding any possible incident of breach; providing on behalf of MCHCP all notifications legally required of a covered entity in accordance with HIPAA breach notification laws and regulations; paying for the reasonable and actual costs associated with such notifications; The User further agrees to indemnify and hold MCHCP harmless from any and all penalties or damages associated with any breach caused by the User organization.
17. The User hereby acknowledges the criminal and civil penalties for violations under HIPAA. If User is a covered entity under HIPAA, its receipt of MCHCP's limited data set and violation of this data use agreement may cause the User to be in noncompliance with the standards, implementation specifications, and requirements of 45 CFR § 164.514 (e).
18. By signing this Agreement, the User agrees to abide by all provisions set out in this Agreement for protection of the data file specified in section 6, and acknowledges having received notice of potential criminal and civil penalties for violation of the terms of the Agreement.
19. On behalf of the User, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein. This Agreement shall be effective upon signature by both parties. The duration of this Agreement is one year from the effective date. The User also acknowledges that this Agreement may be terminated at any time with the consent of both parties involved. Either party may independently terminate the Agreement upon written request to the other party, in which case the termination shall be effective 60 days after the date of the notice, or at a later date specified in the notice.

(Name/Title of Individual):

(State Agency/Organization):

(Street Address):

(City/State/ZIP Code):

(Phone Number Including Area Code):

(E-mail Address):

Signature:

Date:

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

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Judith Muck, Executive Director  
Missouri Consolidated Health Care Plan

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Date

**EXHIBIT A-3  
BIDDER'S PROPOSED MODIFICATIONS TO THE RFP  
2022 MCHCP EMPLOYEE ASSISTANCE 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

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Exhibit A-4  
Confirmation Document  
2022 MCHCP Employee Assistance Program RFP

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Please complete this form following the steps listed below:

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

Yes

No

- 
- 2) Bidders are required to submit a firm, fixed price for CY2022 and not-to-exceed prices for CY2023 and CY2024. Prices will be subject to best and final offer which may result from subsequent negotiation. Pricing for 2025 and 2026 will be negotiated. You are advised to review all proposal submission requirements stated in the original RFP and in any amendments, thereto. Confirm that you hereby agree to provide the services and/or items at the prices quoted, pursuant to the requirements of the RFP, including all RFP amendments.

Yes

No

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

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Name/Title of Individual

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Organization

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Signature

---

Date

**EXHIBIT A-5**

**CONTRACTOR CERTIFICATION  
OF COMPLIANCE WITH FEDERAL EMPLOYMENT LAWS  
2022 MCHCP EMPLOYEE ASSISTANCE 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  
2022 MCHCP Employee Assistance 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 (or attach copy of certification)

Date: \_\_\_\_\_

**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)*

**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 # XXXXX BETWEEN  
MISSOURI CONSOLIDATED HEALTH CARE PLAN  
AND EMPLOYEE ASSISTANCE PROGRAM**

This Contract is entered into by and between Missouri Consolidated Health Care Plan ("MCHCP") and Employee Assistance Program Contractor (hereinafter "EAP" or "Contractor") for the express purpose of providing employee assistance program services to eligible employees, pursuant to MCHCP's Employee Assistance Program Request for Proposal released March 11, 2021 (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, 2022 through December 31, 2022. This Contract may be renewed for four (4) additional one-year periods at the sole option of the MCHCP Board of Trustees. The submitted price for the first calendar year period (January 1, 2022 through December 31, 2022) is a firm fixed price. The submitted prices for the second and third years of the contract period (January 1, 2023 through December 31, 2023 and January 1, 2024 through December 31, 2024 respectively) are not-to-exceed prices are subject to negotiation. Pricing arrangements for the last two one-year renewal periods if this contract (January 1, 2025 through December 31, 2025 and January 1, 2026 through December 31, 2026 respectively) will be negotiated. Pricing for the one-year renewal periods are due to MCHCP by May 15<sup>th</sup> 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 EAP in response to the RFP, finalist negotiations, and implementation meetings held following execution of the Preliminary Agreement between the parties effective August 23, 2013 and superseded by this Contract in accordance with its terms:
  - i. Exhibit 1 Pricing Pages
  - ii. Exhibit 2 Business Associate Agreement

- iii. Exhibit 3 Proposed Modifications to the RFP
  - iv. Exhibit 4 Confirmation Document
  - v. Exhibit 5 Performance Guarantees
  - vi. Exhibit 6 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 EAP as evidenced by EAP's 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 EAP'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 EAP has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Contract.

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

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

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

**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 EAP shall be addressed as follows: EAP ATTN: \_\_\_\_\_,

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**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 EAP’s assurances of the following:

- EAP is an established EAP administrator that provides EAP services for health plans and/or employers..
- EAP, including its subcontractors, has the skills, qualifications, expertise, financial resources and experience necessary to perform the services described in the RFP, EAP’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.
- EAP 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.
- EAP 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, EAP currently has the capability to perform in accordance with the terms and conditions of this Contract.

Accordingly, on the basis of the terms and conditions of this Contract, MCHCP desires to engage EAP 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 EAP'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:** EAP 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, EAP 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. EAP 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 EAP 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 EAP any authority related to this Contract except as authorized in writing by MCHCP. EAP 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, EAP 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 EAP 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 EAP's Obligations**

**2.1 Confidentiality:** EAP 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 EAP except as authorized by MCHCP, either during the period of this Contract or thereafter. EAP must agree to return any or all data furnished by MCHCP promptly at the request of MCHCP in whatever form it is maintained by EAP. On the termination or expiration of this Contract, EAP 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.

**2.2 Subcontracting:** Subject to the terms and conditions of this section, this Contract shall be binding upon the parties and their respective successors and assigns. EAP 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. EAP 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. EAP agrees that any and all subcontracts entered into by EAP for the purpose of meeting the requirements of this Contract are the responsibility of EAP. MCHCP will hold EAP responsible for assuring that subcontractors meet all the requirements of this Contract and all amendments thereto. EAP must provide complete information regarding each subcontractor used by EAP to meet the requirements of this Contract.

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

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

**2.4 Off-shore Services:** All services under this Contract shall be performed within the United States. EAP 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 EAP being in breach of this Contract.

**2.5 Change in Laws:** EAP agrees that and 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 EAP, an actuary may be utilized to determine the cost impact.

**2.6 Compliance with Laws:** EAP 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.

**2.6.1 Non-discrimination, Sexual Harassment and Workplace Safety:** EAP agrees to abide by all applicable federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. EAP shall establish and maintain a written sexual harassment policy and shall inform its employees of the policy. EAP 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.

**2.6.2 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)**, EAP 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, EAP 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.

**2.6.3 Patient Protection and Affordable Care Act (PPACA):** If applicable, EAP 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.

**2.6.4 Health Insurance Portability and Accountability Act of 1996 (HIPAA):** EAP 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 Indemnification:** EAP 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 EAP's, EAP's employees, or EAP's associate or any associate's or subcontractor's failure to comply with section 2.6 of this contract.

**2.8 Prohibition of Gratuities:** Neither EAP nor any person, firm or corporation employed by EAP 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.

**2.9 Solicitation of Members:** EAP 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.

**2.10 Insurance and Liability:** EAP 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. EAP 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. EAP shall bear the risk of any loss or damage to any personal property in which EAP holds title.

**2.11 Hold Harmless:** EAP 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 EAP or EAP's employees or its subcontractors. MCHCP shall not be precluded from receiving the benefits of any insurance EAP may carry which provides for indemnification for any loss or damage of property in EAP's custody and control, where such loss or destruction is to MCHCP's property. EAP shall do nothing to prejudice MCHCP's right to recover against third parties for any loss, destruction, or damage to MCHCP's property.

**2.12 Assignment:** EAP 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 EAP made without prior written consent of MCHCP. Notwithstanding the foregoing, EAP may, without the consent of MCHCP, assign its rights to payment to be received under this Contract, provided that EAP 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 EAP 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 EAP 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 EAP, following which EAP's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. EAP shall give MCHCP written notice of any such change of name.

**2.13 Patent, Copyright, and Trademark Indemnity:** EAP 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. EAP 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 EAP's written request, it shall be at EAP's expense, but the responsibility for such expense shall be only that within EAP's written authorization. EAP shall indemnify and hold MCHCP harmless from all damages, costs, and expenses, including attorney's fees that

EAP 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 EAP in such suit or proceeding are held to constitute infringement and the use is enjoined, EAP 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 EAP is unable to do any of the preceding, EAP 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 EAP under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of EAP without its written consent.

**2.14 Compensation/Expenses:** EAP 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. EAP shall be compensated only for work performed to the satisfaction of MCHCP. EAP shall not be allowed or paid travel or per diem expenses except as specifically set forth in this Contract.

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

**2.16 Tax Payments:** EAP 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 EAP.

**2.17 Retention of Records:** Unless MCHCP specifies in writing a shorter period of time, EAP 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. EAP 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.

**2.18 Conflicts of Interest:** EAP 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, EAP 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 MCHCP Responsibilities:** MCHCP will provide the following administrative services to assist EAP:

**3.1.1** Certification of employee eligibility in the form of electronic media

**3.1.2** Maintenance of employee eligibility data

**3.1.3** Payment of monies owed by MCHCP and due the contractor

**3.2 Payment:** MCHCP shall promptly pay all monies due EAP in a timely manner. MCHCP will remit all payments electronically. The monthly fee(s) due EAP will be self-billed by MCHCP and will be paid on the 10th of the month following the end of the month of coverage. The amount due EAP will be calculated by the number of eligible employees times the contracted per employee per month (PEPM) price.

EAP shall have the right to audit appropriate MCHCP records to determine the accuracy of the monthly payment. Any discrepancies must be identified by EAP within ninety (90) days after receipt of the payment and such discrepancy must be submitted in writing to MCHCP. Failure to identify a discrepancy within the timeframe stated shall be considered as acceptance of MCHCP's calculations and records.

Once the minimum annual pool of CID hours, educational session, and/or health fair hours have been exhausted, EAP shall bill the requesting agency directly and payment for the services will be handled directly with the requesting agency.

### **4 RECORDS RETENTION, ACCESS, AUDIT, AND FINANCIAL COMPLIANCE**

**4.1 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 EAP involving any and all transactions related to the performance of this Contract, including provision do the Business Associate Agreement. EAP 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 EAP shall agree to reasonable times for EAP to make sure records available for audit.

**4.2 Ownership:** All data developed or accumulated by EAP under this Contract shall be owned by MCHCP. EAP 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.

**4.3 Access to Records:** Upon reasonable notice, EAP 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. EAP agrees to provide the access described wherever EAP maintains such books, records, and supporting documentation. Further, EAP 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. EAP 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 EAP to the extent that the books, documents and records relate to costs or pricing data for this Contract. EAP 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, EAP shall give full and free access to all records to MCHCP and/or their authorized representatives.

## **5 Scope of Work**

**5.1** EAP shall provide a fully-insured Employee Assistance Program (EAP) for eligible active employees of the state and participating public entities and members of their households in accordance with the provisions and requirements of this contract.

**5.2** EAP shall ensure that all clinical information is held strictly confidential.

**5.3 Eligibility:** All determinations of eligibility shall be made by MCHCP.

**5.3.1** An active employee is eligible for EAP services if s/he is an employee who is in a benefit eligible position which provides eligibility for benefits through MCHCP.

**5.3.2** A public entity must elect to participate in EAP services for their employees to be eligible. Once elected, active MCHCP-eligible public entity employees and members of their household are eligible for EAP services.

**5.3.3** An employee's surviving household members continue to be eligible for EAP services for a period of six (6) months following the death of the employee.

**5.3.4** Employees who experience a layoff and members of their household will continue to be eligible for EAP services through the last day of the month following the layoff date.

**5.4 Account Management:** EAP shall establish and maintain throughout the term of the contract an account management team that will work directly with MCHCP staff. Approval of the account management team rests with MCHCP. The account management team must be able to devote the time needed to the account, including being available for telephone and on-site consultation with MCHCP.

**5.4.1** MCHCP requires EAP to meet with MCHCP staff and/or Board of Trustees as requested to discuss the status of the MCHCP account in terms of utilization patterns and costs, as well as propose new ideas that may benefit MCHCP. These meetings shall take place at MCHCP's office. EAP's team attending these updates shall include appropriate account managers and company decision makers who can effectively impact the account.

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

**5.5 Implementation:** EAP and MCHCP must agree to a final implementation schedule within thirty (30) days of the contract award. At a minimum, the timeline must include the required dates for the following activities:

- 5.5.1** Testing of eligibility file
- 5.5.2** Acceptable date for final eligibility file
- 5.5.3** Development of covered population communications
- 5.5.4** Distribution of covered population communications
- 5.5.5** Plan for transitioning open referral authorizations from incumbent
- 5.5.6** Analysis of network disruption from incumbent network to EAP's network and communication to eligible persons affected by such disruption.

**5.6 Customer Service:** EAP must provide a high quality customer service unit that is fully trained in the services covered by this contract. Live customer service personnel must be available 24 hours a day, seven days a week.

- 5.6.1** EAP 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. MCHCP may request copies of this performance report.
- 5.6.2** EAP must accept and use MCHCP's current toll free number (800-808-2261). Upon the award of the contract, EAP must facilitate the transfer of the number from the incumbent contractor's telephone carrier to the EAP's telephone carrier.
- 5.6.3** The customer service call center must have translation services available immediately and not require an additional phone call by the client.
- 5.6.4** EAP must conduct a satisfaction survey annually using a statistical random sample representative of the covered population.

**5.7 Communications:** All written communications and marketing materials developed and used by EAP to communicate specifically with eligible persons at any time during the contract period must be reviewed and approved by MCHCP prior to distribution. The cost of printing and mailing the materials are at EAP's expense. Notwithstanding the foregoing, nothing herein prohibits EAP from communicating directly with eligible persons in the regular course of providing services under the contract (e.g., responding to inquiries, etc.).

**5.8 Integrated Approach:** EAP must provide an integrated continuity-of-care approach for eligible persons. This will require EAP to understand all of the MCHCP medical plans including the mental health benefits. EAP must be able to coordinate activities closely with the mental health benefits in the health plans offered by MCHCP as well as community services in all geographic areas within Missouri. EAP also will be expected to be knowledgeable and establish liaisons with community service resources that are available to eligible persons.

**5.9 Short Term Counseling Services:** EAP shall provide short term counseling for emotional or mental health problems.

**5.9.1** EAP shall provide toll-free telephone access to qualified, licensed, mental health clinicians 24 hours a day, every day of the year.

**5.9.2** EAP shall provide six (6) no cost visits per person, per problem, per calendar year.

**5.9.2.1** A problem is defined as a request for services related to a specific event/concern. Problems are the result of a distinct precipitating event that requires short-term counseling or a referral for ongoing therapy intervention.

**5.9.2.2** There shall be no maximum limit on the number of problems.

**5.9.3** Employer Mandated Visits: EAP shall provide six (6) no-cost employer-mandated visits per active employee when required by the employer of the eligible employee as part of an employee disciplinary process. There is not an annual limit on the number of employee disciplinary processes that an employee may be subject to

**5.9.4** A visit or session shall equal a face-to-face interaction with a qualified mental health clinician. Although telephone consultations are not discouraged, a telephone call is not defined as a session. More than one family member may be involved in a session, which is defined as one session for each person.

**5.9.5** EAP must refer eligible persons to a local mental health clinician within three (3) days following a request by the eligible to the referred counselor.

**5.10 Legal Services:** EAP shall provide an initial face-to-face or phone consultation of up to sixty (60) minutes with a network attorney, per separate legal matter, per year.

**5.11 Financial Services:** EAP shall provide unlimited phone consultation with financial services professionals.

**5.12 Identity Theft:** EAP shall provide access to trained fraud-resolution specialists to assist eligible persons who have experienced identity theft, including a no-cost, sixty (60) minute consultation that focuses on the immediate fraud-related issues faced by the victim.

**5.13 Critical Incident:** EAP shall provide critical incident debriefing (CID) programs. Services must be available on-site within five (5) days of the request.

**5.13.1** Participating state agencies and public entities may request the CID services directly from EAP on a first-come, first-serve basis.

**5.13.2** EAP shall provide a minimum annual pool of forty (40) CID hours.

**5.13.3** Once the minimum annual pool of CID hours has been exhausted, additional hours shall be provided at the request of an agency with prior notice to MCHCP and at the expense of the requesting agency. EAP shall inform the requesting agency of the expected cost of the service prior to providing the additional CID hours.

**5.14 Educational Sessions:** EAP shall develop and provide educational sessions which cover a variety of topics such as managing stress, relaxation therapy, biofeedback or workplace violence.

**5.14.1** Participating state agencies and public entities may request educational sessions directly from EAP on a first-come, first-serve basis.

**5.14.2** EAP shall provide a minimum annual pool of sixty (60) educational sessions equal to ninety (90) minutes each, at locations and times determined by MCHCP, state departments, divisions, or agencies or public entity groups in consultation with EAP.

**5.14.3** Once the minimum annual pool of educational sessions has been exhausted, additional hours shall be provided at the request of an agency with prior notice to MCHCP and at the expense of the requesting agency. EAP shall inform the requesting agency of the expected cost of the service prior to providing the additional educational session.

**5.15 Supervisor Training:** EAP must provide annual on-site supervisor training sessions regarding appropriate use of EAP services. EAP shall provide an annual pool of sixteen (16), one (1) hour “train-the-trainer” supervisor sessions as requested by MCHCP. These are generally held in April or May and cover approximately seven (7) geographic locations in the state. All costs for these sessions must be assumed by EAP, including rental of meeting rooms, projection equipment, travel, etc. Alternative educational efforts such as internet-based training programs may be substituted for in-person training sessions upon agreement by MCHCP.

**5.16 Health Fairs:** EAP shall participate in on-site health fairs.

**5.16.1** Participating state agencies and public entities may request EAP participation in on-site health fairs directly from EAP on a first-come, first-serve basis.

**5.16.2** EAP shall provide a minimum annual pool of forty-nine (49) health fair hours.

**5.16.3** Once the minimum annual pool of health fair hours has been exhausted, additional hours shall be provided at the request of an agency with prior notice to MCHCP and at the expense of the requesting agency. EAP shall inform the requesting agency of the expected cost of the service prior to providing the additional health fair hours.

**5.17 Informational Materials:** EAP must provide materials for use by employees or employers, such as brochures, posters, newsletters or other general information which encourages the use of the EAP benefit.

**5.17.1** MCHCP specifically requires a refrigerator magnet, benefit summary and Q&A to be mailed to each eligible employee’s home address by January 31, 2017. For new eligible employees, materials should be available and mailed to each new employee’s home address within 31 days of notification of eligibility.

**5.17.2** In addition, 3,000 posters and supervisor handbooks shall be available each year to MCHCP. This may be reduced if EAP uses a web-based supervisor educational program.

**5.17.3** MCHCP requires at least one (1) mailing to each employee's home address in each contract renewal year prior to the beginning of the renewal contract period. The mailings may include information such as updated program materials, new programs offered and/or general information which encourages the use of the EAP benefit.

**5.18 Provider Network:** EAP shall maintain a network that is sufficient in number and types of providers to assure that all services will be accessible without unreasonable delay.

**5.18.1** EAP shall credential their network providers to ensure the quality of the network.

**5.18.2** EAP must provide and maintain a broad Missouri and national network for MCHCP eligible persons. The network must be available to eligible persons throughout the United States. EAP shall notify MCHCP within ten (10) days if the network geographic access changes from what was proposed by EAP during the RFP process.

**5.18.3** EAP shall provide and maintain a geographic provider network adequate for the covered population and compliant with the following standard:

**5.18.3.1** Ninety percent (90%) of eligible persons must live within twenty-five (25) miles of one (1) provider practice which is accepting new patients throughout the term of the contract.

**5.18.3.2** Ninety percent (90%) of eligible persons residing in the following counties must live within twenty-five (25) miles of five (5) provider practices which are accepting new patients throughout the term of the contract: St. Louis City, St. Louis County, St. Charles, Jackson, Greene, Cole, Boone, and Callaway.

**5.18.4** EAP shall have a process for monitoring and ensuring on an ongoing basis the sufficiency of the network to meet the needs of the covered population. In addition to looking at the needs from an overall covered population standpoint, EAP shall ensure the network is able to address the needs of those with special needs including but not limited to, visually or hearing impaired, limited English proficiency and low health literacy.

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

**5.20 Information Technology and Eligibility File:** EAP shall accept all MCHCP eligibility information on a weekly basis. MCHCP will supply this information in an electronic format and EAP must

process such information within 24 hours of receipt. EAP must provide a technical contact that will provide support to MCHCP Information Technology Department for EDI issues.

**5.20.1** MCHCP shall send a full eligibility file.

**5.20.2** After processing each file, EAP 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 EAP's audit tests.

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

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

**5.20.5** EAP must work with MCHCP to develop a schedule for testing of the electronic eligibility file. The expectation is that testing is completed 60 days prior to the effective date of the contract. EAP must accept a final eligibility file no later than 30 days prior to the contract effective date.

**5.21 Website:** EAP must have an active, current web portal which is customizable in the client section, including the MCHCP logo. The portal must be updated regularly and support a simplified member experience. The web portal must be fully accessible to all eligible persons, 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. The web portal must include a section for eligible persons to obtain current listings of network providers, map provider locations, complete satisfaction surveys and other information. If MCHCP discovers that provider information contained at EAP's website is inaccurate, MCHCP will contact EAP immediately. The contractor must correct inaccuracies within 10 days of being notified by MCHCP or when the contractor discovers the inaccuracy.

**5.21.1** EAP must be able to support single sign-on from MCHCP's Member Portal to EAP's Member Portal utilizing Security Assertion Markup Language (SAML) if deemed necessary.

**5.22 Reporting:** EAP will provide summary quarterly and annual reports. Quarterly reports must be received by MCHCP within twenty (20) days of the close of the quarter, and annual reports must be received within forty-five (45) days after the close of the ninety (90)-day claim run out period. EAP may submit reports in their standard format subject to agreement by MCHCP. EAP must provide additional information and/or reports, within reason, as requested by MCHCP. Costs for these reports shall be negotiated between EAP and MCHCP.

**5.23 Performance Standards:** EAP shall follow the performance standards as outlined in Exhibit A5. EAP 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. EAP 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. EAP is required to utilize the DirectPath Vendor Manager product that allows EAP to self-report compliance and non-compliance with performance guarantees. MCHCP reserves the right to audit performance standards for compliance.

## **6 CANCELLATION, TERMINATION OR EXPIRATION**

- 6.1 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 EAP 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.
- 6.2 Termination for Cause:** MCHCP may terminate this Contract, or any part of this Contract, for cause under any one of the following circumstances: 1) EAP fails to make delivery of goods or services as specified in this Contract; 2) EAP fails to satisfactorily perform the work specified in this Contract; 3) EAP fails to make progress so as to endanger performance of this Contract in accordance with its terms; 4) EAP breaches any provision of this Contract; 5) EAP assigns this Contract without MCHCP's approval; or 6) Insolvency or bankruptcy of EAP. 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, EAP 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. EAP shall be liable to MCHCP for any reasonable excess costs for such similar or identical services included within the terminated part of this Contract.
- 6.3 Termination Right:** Notwithstanding any other provision, MCHCP reserves the right to terminate this Contract without penalty or recourse by giving EAP thirty (30) days prior notice of termination.
- 6.4 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.
- 6.5 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.
- 6.6 Rights and Remedies:** If this Contract is terminated, MCHCP, in addition to any other rights provided for in this Contract, may require EAP to deliver to MCHCP in the manner and to the extent directed, any completed materials. In the event of termination, EAP 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**

**EAP.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Executive Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**BUSINESS ASSOCIATE AGREEMENT**  
**BETWEEN MISSOURI CONSOLIDATED HEALTH CARE PLAN AND EMPLOYEE ASSISTANCE PROGRAM**

This Business Associate Agreement (“Agreement”) between the Missouri Consolidated Health Care Plan (hereinafter “Covered Entity” or “MCHCP”) and Employee Assistance Program Contractor (hereinafter “Business Associate”) is effective XXXX, and entered into as a result of the business relationship between the parties in connection with services requested and performed under Contract #, 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”), the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the “HITECH Act”), and the HIPAA Rules, as defined in Section 2.1 below.

**1 Purpose.**

The Contract addresses and relates to the provision of employee assistance services.

The purpose of this Agreement is to comply with requirements of the Act, the HITECH Act, and the implementing regulations enacted under the Act and the HITECH 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 Pharmacy Benefit Manager 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 Employee Assistance Program Contractor.

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

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

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

necessary; notice of privacy practices; person; protected health information (“PHI”); required by law; 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.
- 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](mailto: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](mailto: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 fifteen (15) 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 fifteen (15) 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 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.
- 4.2 Authorization by Law. Business Associate may use or disclose PHI as permitted or required by law.
- 4.3 Qualified Authorization. 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:
- 4.3.1 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; and
- 4.3.2 This Agreement permits Business Associate to disclose PHI received by Business Associate in its capacity as a business associate of MCHCP, only if: (A) the disclosure is required by law; or (B) Business Associate obtains reasonable assurance from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person; and such person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- 4.4 Data Aggregation. In addition, Business Associate may 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.
- 4.5 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:
- 4.5.1 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 needs 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.

4.5.2 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.

4.5.3 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).

4.5.4 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.

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.

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.
- 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**

**Pharmacy Benefit Manager**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Executive Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Introduction**

Missouri Consolidated Health Care Plan (MCHCP) is, by Missouri statute, the purchaser of health insurance benefits for most State of Missouri employees, retirees and their dependents. It provides the same services on an elective basis for public entities.

This document constitutes a request for sealed proposals from qualified organizations to provide an Employee Assistance Program (EAP) on a fully-insured basis to eligible State of Missouri and participating public entity employees and members of their household. An active employee is eligible for EAP services if s/he is an employee who is in a benefit eligible position which provides eligibility for benefits through MCHCP. Other state departments not covered by this definition may opt to provide EAP services under this proposal to their active employees and members of their households as well.

Approximately 40,000 eligible active state employees and 550 public entity employees are currently covered by the EAP program. The bidder shall also agree to make the identical program including the same terms available under separate contract to the following state departments at their sole option:

- Missouri Department of Transportation (MoDOT – approximately 5,000 employees). MoDOT has elected to utilize the incumbent contractor for its EAP services.
- Missouri State Highway Patrol (MSHP – approximately 2,300 employees). MSHP has elected to utilize the incumbent contractor for its EAP services.
- Missouri Department of Conservation (MDC – approximately 950 employees). MDC has elected to utilize the incumbent contractor for its EAP services.
- The term “Combined MCHCP” shall refer to MCHCP and the other 3 state departments who are eligible to elect to contract under this proposal

MCHCP’s current five-year contract with ComPsych will expire on December 31, 2021. Current CY2021 pricing is provided below:

- EAP Services - \$1.27 per employee per month
- Critical Incident Debriefing exceeding 40 hours - \$195 per hour
- Educational Presentations exceeding 60, 90-minute sessions - \$175 per hour
- Health fairs exceeding 49 hours - \$150 per hour

The benefit levels of 2021 remain unchanged in the new RFP for 2022.

It is the intention of MCHCP to award a one-year contract with up to four possible one-year renewals with services beginning on January 1, 2022. The contract obligates the contractor to certain start-up tasks prior to the effective date of services.

- Bidder shall submit fixed prices for 2022 and not-to-exceed prices for 2023 and 2024. Pricing for 2025 and 2026 will be negotiated.

- Prices are subject to negotiation prior to renewal each year.

### **Selection Criteria**

Only bidders that meet the following minimum requirements will be considered. Bids from companies not meeting all the minimum requirements will not be considered for this contract.

- **Licensed** – The contractor must be licensed as necessary to do business in the State of Missouri 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** - Bidder must have a minimum of five (5) years' experience in administering and providing EAP services with at least three (3) current clients having more than 50,000 employees. The bidder must also currently offer at least one (1) free standing program.
- **Size** - The size of the combined MCHCP account (includes MCHCP and the other 3 state departments who are eligible to elect to contract under this proposal), as measured by total employees covered for EAP services, must represent no more than 15 percent of the bidder's current EAP business. This effectively requires the bidder to currently cover approximately 325,000 employees for EAP services as of January 1, 2021.
- **Offices and Staff** – The bidder's centralized referral call center must be based in the United States and be staffed by licensed mental health clinicians, 24 hours a day, every day of the year. A core team of clinicians shall be consistently assigned to the MCHCP account.
- **Account Management** - The bidder must identify MCHCP's proposed account manager(s), their experience and geographic location. The account manager(s) must be available for an interview and/or site visit during the bid evaluation process and be permanently assigned to the combined MCHCP account. The account manager(s) must demonstrate the ability to successfully manage the combined MCHCP account and any other assigned accounts.
- **Network** – The bidder must demonstrate the presence of a broad Missouri statewide network of licensed mental health professional counselors for face-to-face counseling sessions. At a minimum, ninety percent (90%) of the combined MCHCP population residing in Missouri or adjacent states in the Kansas City and St. Louis metropolitan areas must have access to one (1) provider practice which is accepting new patients throughout the term of the contract within twenty-five (25) miles. Further, ninety percent (90%) of the combined MCHCP population residing in eight (8) Missouri counties (Boone, Cole, Callaway, St. Louis, St. Louis City, St. Charles, Jackson, and Greene) must have access to five (5) provider practices which are accepting new patients throughout the term of the contract within twenty-five (25) miles.

### **Assumptions and Considerations**

Your proposal must be submitted using the DirectPath online submission tool no later than **Thursday, April 1, 2021, 4 p.m. Central Time 5 p.m. ET**). Due to the limited timeframe for proposal analysis and program implementation, **no individual deadline extensions will be granted**.

## MCHCP EAP RFP – Introduction and Instructions

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

***Do not contact MCHCP directly regarding this RFP. Questions about the technical procedures for participating in this online RFP process should be addressed to DirectPath. 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***

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

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

Proposals must be valid until October 1, 2021. If a contract is awarded, prices shall remain firm for the specified contract period.

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

**Contract Term**

The initial agreement is for the period of January 1, 2022 through December 31, 2022, with up to four additional one-year contracts renewable at the sole option of the MCHCP Board of Trustees and the state departments electing to contract under this proposal.

**Clarification of Requirements**

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

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

**Schedule of Events**

The timeline for the procurement is provided below.

<b>Activity</b>	<b>Timing</b>
Online RFP Released	<b>Thursday, March 11, 2021 8 a.m. CT (9 a.m. ET)</b>
Intent to Bid Document Due	<b>Wednesday, March 17, 2021 4 p.m. CT (5 p.m. ET)</b>
Bidder Question Submission Deadline	<b>Wednesday, March 17, 2021 4 p.m. CT (5 p.m. ET)</b>

## MCHCP EAP RFP – Introduction and Instructions

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MCHCP Responses to Submitted Questions	<b>Wednesday, March 24, 2021 4 p.m. CT (5 p.m. ET)</b>
Online RFP Closes (all proposals due)	<b>Thursday, April 1, 2021 4 p.m. CT (5 p.m. ET)</b>
Finalist Presentations/Site Visits (if necessary)	<b>May, 2021</b>
Final Vendor Selection	<b>Late June, 2021</b>
Program Effective Date	<b>January 1, 2022</b>

### 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.

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 **Wednesday, March 17, 2021, 4 p.m. CT (5 p.m. ET)**. Questions received after March 17 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 post a summary of all questions and answers provided by **Wednesday, March 24, 2021**.

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

### Proposal Deadline

ALL proposals must be submitted no later than 4 p.m. CT (5 p.m. ET), April 1, 2021. Submissions received after that time will not be accepted.

### Disclaimers

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

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

**Confidentiality and Proprietary Materials**

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

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

**Evaluation Process**

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

Any pricing information submitted by a bidder must be disclosed on the pricing pages as designated in this RFP.

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

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

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

## MCHCP EAP RFP – Introduction and Instructions

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

### Evaluation Criteria

#### Non-financial:

Provider Network	100 points
Access to Services	65 points
Performance Guarantees	60 points
Customer Service	55 points
Plan Administration/Services	50 points
Technology and Security	45 points
Staffing	40 points
Vendor Profile	25 points
Communication Support	25 points
Reporting	20 points
Implementation	<u>15 points</u>
Sub-Total – Non-financial points	500 points

Bonus Points – MBE/WBE Participation Commitment 10 points

#### Financial:

Price 500 points

#### Finalist Evaluation:

References 40 points

Finalist Interview 60 points

MCHCP will limit the number of finalists to the bidders receiving 80 percent (400 points) of the possible 600 non-financial points available or the top two bidders if less than two bidders receive 80 percent of the possible 600 non-financial points.

The bidder's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process. A maximum of MBE/WBE participation points of 10 points will be awarded based on the participation amount proposed by the bidder. Awarded MBE/WBE participation points will be added to the non-financial points earned by the bidder and will be included to determine if a bidder meets the 80 percent threshold to obtain finalist status.

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

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

- a) These targets can be met by a qualified MBE/WBE vendor themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
- b) The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the bidder’s obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- c) To be considered as meeting these targets, the MBE/WBEs must be “qualified” by the proposal opening date (date the proposal is due). See below for a definition of a qualified MBE/WBE.
- d) If the bidder is proposing MBE/WBE participation, to receive evaluation consideration for MBE/WBE participation, the bidder must provide the following information with the proposal.
  - a. Participation Commitment - If the bidder is proposing MBE/WBE participation, the vendor must complete Section 14 of the EAP 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 the Participation Commitment, shall be interpreted as a contractual requirement.

Definition -- Qualified MBE/WBE:

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

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

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

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

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

**Pricing**

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

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

The contractor shall understand that annual renewal rates for CY2023 and CY2024 will be negotiated but must be within the not-to-exceed prices submitted within this bid. Renewal rates for CY2025 and CY2026 will be negotiated.

**Finalist Interview**

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

**Negotiation and Contract Award**

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

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

**Using DirectPath**

The 2022 MCHCP Employee Assistance Program RFP contains 2 broad categories of items that you will need to work on via the DirectPath application:

- 1) Items Requiring a Response:
  - a. Pricing Form (e.g., MCHCP EAP Pricing Model) is an online input form to collect your pricing proposal as requested by MCHCP.
  - b. Questionnaires (e.g., EAP Questionnaire) are also online forms to collect your responses to questions about your capabilities.

- c) 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 MCHCP:

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

These components can be found in the DirectPath Application under the 2022 MCHCP Employee Assistance 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 simply 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](mailto:support@directpathhealth.com)

**Responding to Questionnaires**

We have posted two forms for your response:

- EAP Questionnaire
- Mandatory Contract Provisions Questionnaire

The questionnaires need to be completed and submitted to DirectPath by **Thursday, April 1, 2022, 4 p.m. CT (5 p.m. ET).**

The questionnaires are located within the *Items Requiring a Response* tab. This tab contains all 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 two different off-line (or desktop) tools.

**Completing Response Documents**

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

- Exhibit A-1 - Intent to Bid (due 4 p.m. CT, March 17, 2021)
- Exhibit A-2 – Limited Data Use Agreement (due 4 p.m. CT, March 17, 2021)

## **MCHCP EAP RFP – Introduction and Instructions**

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- Exhibit A-3 – Proposed Bidder Modifications (due 4 p.m. CT, April 1, 2021)
- Exhibit A-4 – Confirmation Document (due 4 p.m. CT, April 1, 2021)
- Exhibit A-5 – Contractor Certification (due 4 p.m. CT, April 1, 2021)
- Exhibit A-6 – MBE-WBE Intent to Participate Document (due 4 p.m. CT, April 1, 2021)

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, April 1, 2021)
- Exhibit A-8 – MCHCP Business Associate Agreement (due 4 p.m. CT, April 1, 2021)

### **Completing Pricing Worksheet**

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

**The final bid deadline is Thursday, April 1, 2021, 4 p.m. CT (5 p.m. ET).** Further detail on how to submit your bids is outlined in the Submitting Bids section of these Instructions.

### **Notes Regarding Pricing**

EAP pricing quotes should assume:

- Plan effective date: January 1, 2022
- Submitted prices for 2022 shall be firm, while prices for 2023 and 2024 shall be submitted as “not to exceed” amounts. Proposed prices are subject to negotiation prior to the award of a contract by MCHCP. Please refer to this *Instructions* document for detailed pricing worksheet instructions.
- Annual renewals are solely at the option of MCHCP and the other included state departments.
- Proposed pricing for combined MCHCP populations should be entered in *Worksheet 2: Combined MCHCP*.

### **Submitting Bids**

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

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

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

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

### RFP Checklist

Prior to the April 1 close date, please be sure you have completed and/or reviewed each of the documents listed below.

<b>Type</b>	<b>Document Name</b>
Questionnaire	EAP Questionnaire
Questionnaire	Mandatory Contract Provisions Questionnaire
Pricing/Bid	MCHCP EAP Pricing Model
Response	Exhibit A-1 Intent to Bid.docx <b>DUE: March 17, 2021</b>
Response	Exhibit A-2 Limited Data Use Agreement.docx <b>DUE: March 17, 2021</b>
Response	Exhibit A-3 Proposed Bidder Modifications.docx

<b>Type</b>	<b>Document Name</b>
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 Contract.docx
Response	Exhibit A-8 Business Associate Agreement.docx
Reference	Introduction and Instructions – 2022 MCHCP EAP RFP.pdf
Reference	Exhibit B – Scope of Work.docx
Reference	Exhibit C – General Provisions.docx
Reference	Attachment 1 – File Layout for MCHCP, MoDOT-MSHP, and MDC Demographic Files.docx
Reference	Attachment 2 – Example Provider File Layout.xlsx
Reference	Attachment 3 – EAP utilization.pdf
Reference	Attachment 4 – MCHCP Demographic File.xlsx (access to this file is granted after receipt of the signed <i>Exhibit A-2</i> )
Reference	Attachment 5 – MoDOT-MSHP Demographic File.xlsx (access to this file is granted after receipt of the signed <i>Exhibit A-2</i> )
Reference	Attachment 6 – MDC Demographic File.xlsx (access to this file is granted after receipt of the signed <i>Exhibit A-2</i> )

**Contact Information**

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 **Wednesday, March 17, 2021, 4 p.m. CT (5 p.m. ET)**.

For technical questions related to the use of DirectPath, please contact the DirectPath customer support team at [support@directpathhealth.com](mailto:support@directpathhealth.com), or call the Customer Support Line at 1-800-979-9351.

EXHIBIT B  
SCOPE OF WORK

B1. GENERAL REQUIREMENTS

- B1.1 The contractor shall provide a fully-insured Employee Assistance Program (EAP) for eligible active employees of the state and participating public entities and members of their households in accordance with the provisions and requirements of this document. An active employee is eligible for EAP services if s/he is an employee who is in a benefit eligible position which provides eligibility for benefits through MCHCP. The contractor understands that in carrying out its mandate under the law, MCHCP is bound by various statutory, regulatory and fiduciary duties and responsibilities and contractor expressly agrees that it shall accept and abide by such duties and responsibilities when acting on behalf of MCHCP pursuant to this engagement. The contractor agrees that all subcontracts entered into by the contractor for the purpose of meeting the requirements of this contract are the responsibility of the contractor. MCHCP will hold the contractor responsible for assuring that subcontractors meet all the requirements of this contract and all amendments thereto. The contractor must provide complete information regarding each subcontractor used by the contractor to meet the requirements of this contract.
- B1.2 The contractor must maintain sufficient liability insurance, including but not limited to general liability, professional liability, and errors and omissions coverage, to protect MCHCP against any reasonably foreseeable recoverable loss, damage or expense under this engagement.
- B1.3 The contractor is obligated to follow the performance standards as outlined in Section 13 of the EAP Questionnaire.

B2. REQUIRED SERVICES

The contractor shall, at a minimum, provide the services listed below.

- B2.1 The contractor must ensure that all clinical information is held strictly confidential.
- B2.2 The contractor must provide short-term counseling for emotional or mental health problems.
- B2.2.1 The contractor shall provide toll-free telephone access to qualified, licensed, mental health clinicians 24 hours a day, every day of the year.
- B2.2.2 Six (6) no-cost visits per person, per problem per calendar year.
- B2.2.2.1 A problem is defined as a request for services related to a specific event/concern. Problems are the result of a distinct precipitating event that requires short-term counseling or a referral for ongoing therapy intervention.
- B2.2.2.2 There is not an annual maximum limit on the number of problems.

- B2.2.3 Six (6) no-cost employer-mandated visits per active employee when required by the employer of the eligible employee as part of an employee disciplinary process. There is not an annual limit on the number of employee disciplinary processes that an employee may be subject to.
- B2.2.4 A visit or session shall equal a face-to-face interaction with a qualified mental health clinician. Although telephone consultations are not discouraged, a telephone call is not defined as a session. More than one family member may be involved in a session, which is defined as one session for each person.
- B2.2.5 The contractor must refer eligibles to a local mental health clinician within three (3) days following a request by the eligible to the referred counselor.
- B2.3 The contractor shall provide an initial face-to-face or phone consultation of up to sixty (60) minutes with a network attorney, per separate legal matter, per year.
- B2.4 The contractor shall provide unlimited phone consultation with financial services professionals.
- B2.5 The contractor shall provide access to trained fraud-resolution specialists to assist eligibles who have experienced identity theft, including a no-cost, sixty (60) minute consultation that focuses on the immediate fraud-related issues faced by the victim.
- B2.6 The contractor shall provide critical incident debriefing (CID) programs. Services must be available on-site within five (5) days of the request.
  - B2.6.1 Participating state agencies and public entities may request the CID services directly from the contractor on a first-come, first-serve basis.
  - B2.6.2 The contractor shall provide a minimum annual pool of forty (40) CID hours.
  - B2.6.3 Once the minimum annual pool of CID hours has been exhausted, additional hours shall be provided at the request of an agency with prior notice to MCHCP and at the expense of the requesting agency. The contractor shall inform the requesting agency of the expected cost of the service prior to providing the additional CID hours.
- B2.7 The contractor shall develop and provide educational sessions which cover a variety of topics such as managing stress, relaxation therapy, biofeedback or workplace violence.
  - B2.7.1 Participating state agencies and public entities may request educational sessions directly from the contractor on a first-come, first-serve basis.
  - B2.7.2 The contractor shall provide a minimum annual pool of sixty (60) educational sessions equal to ninety (90) minutes each, at locations and times determined by MCHCP, state departments, divisions, or agencies or public entity groups in consultation with the contractor.

B.2.7.3 Once the minimum annual pool of educational sessions has been exhausted, additional hours shall be provided at the request of an agency with prior notice to MCHCP and at the expense of the requesting agency. The contractor shall inform the requesting agency of the expected cost of the service prior to providing the additional educational session.

B2.8 The contractor must provide annual on-site supervisor training sessions regarding appropriate use of EAP services.

B2.8.1 The contractor shall provide an annual pool of sixteen (16), one (1) hour “train-the-trainer” supervisor sessions as requested by MCHCP. These are generally held in April or May and cover approximately seven (7) geographic locations in the state. All costs for these sessions must be assumed by the contractor, including rental of meeting rooms, projection equipment, travel, etc.

B2.8.2 Alternative educational efforts such as internet-based training programs may be substituted for in-person training sessions upon agreement by MCHCP.

B2.9 The contractor shall participate in on-site health fairs.

B2.9.1 Participating state agencies and public entities may request contractor participation in on-site health fairs directly from the contractor on a first-come, first-serve basis.

B2.9.2 The contractor shall provide a minimum annual pool of forty-nine (49) health fair hours.

B2.9.3 Once the minimum annual pool of health fair hours has been exhausted, additional hours shall be provided at the request of an agency with prior notice to MCHCP and at the expense of the requesting agency. The contractor shall inform the requesting agency of the expected cost of the service prior to providing the additional health fair hours.

### B3. CUSTOMER SERVICE

B3.1 The contractor must provide a high quality customer service unit that is fully trained in the services covered by this contract. Live customer service personnel must be available 24 hours a day, seven days a week.

B3.2 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. MCHCP may request copies of this performance report.

B3.3 The contractor must accept and use MCHCP’s current toll free number (800-808-2261). Upon the award of the contract, the contractor must facilitate the transfer of the number from the incumbent contractor’s telephone carrier to the contractor’s telephone carrier.

B3.4 The customer service call center must have translation services available immediately and not require an additional phone call by the client.

- B3.5 The contractor must conduct a satisfaction survey annually using a statistical random sample representative of the covered population.
- B3.6 The contractor must provide an integrated continuity-of-care approach for eligibles. This will require the contractor to understand all the MCHCP medical plans including the mental health benefits. The contractor must be able to coordinate activities closely with the mental health benefits in the health plans offered by MCHCP as well as community services in all geographic areas within Missouri. The contractor also will be expected to be knowledgeable and establish liaisons with community service resources that are available to eligibles.
- B3.7 The contractor must provide materials for use by employees or employers, such as brochures, posters, newsletters or other general information which encourages the use of the EAP benefit.
- B3.7.1 MCHCP specifically requires a refrigerator magnet, benefit summary and Q&A to be mailed to each eligible employee's home address by January 31, 2022. For new eligible employees, materials should be available and mailed to each new employee's home address within 31 days of notification of eligibility.
- B3.7.2 In addition, 3,000 posters and supervisor handbooks shall be available each year to MCHCP. This may be reduced if contractor uses a web-based supervisor educational program.
- B3.7.3 MCHCP requires at least one (1) mailing to each employee's home address in each contract renewal year prior to the beginning of the renewal contract period. The mailings may include information such as updated program materials, new programs offered and/or general information which encourages the use of the EAP benefit.

#### B4. PROVIDER NETWORK

- B4.1 The contractor shall maintain a network that is sufficient in number and types of providers to assure that all services will be accessible without unreasonable delay.
- B4.2 The contractor shall credential their network providers to ensure the quality of the network.
- B4.3 The contractor must provide and maintain a broad Missouri and national network for MCHCP eligibles. The network must be available to eligibles throughout the United States. The contractor shall notify MCHCP within ten (10) days if the network geographic access changes from what was proposed by the contractor during the RFP process.
- B4.4 The contractor shall provide and maintain a geographic provider network adequate for the covered population and compliant with the following standard:
- B4.4.1 Ninety percent (90%) of eligibles must live within twenty-five (25) miles of one (1) provider practice which is accepting new patients throughout the term of the contract.

B4.4.2 Ninety percent (90%) of eligibles residing in the following counties must live within twenty-five (25) miles of five (5) provider practices which are accepting new patients throughout the term of the contract: St. Louis City, St. Louis County, St. Charles, Jackson, Greene, Cole, Boone, and Callaway.

B4.5 The contractor shall have a process for monitoring and ensuring on an ongoing basis the sufficiency of the network to meet the needs of the covered population. In addition to looking at the needs from an overall covered population standpoint, the contractor shall ensure the network is able to address the needs of those with special needs including but not limited to, visually or hearing impaired, limited English proficiency and low health literacy.

## B5. ELIGIBILITY

B5.1 All determinations of eligibility shall be made by MCHCP.

B5.2 An active employee is eligible for EAP services if s/he is an employee who is in a benefit eligible position which provides eligibility for benefits through MCHCP.

B5.3 A public entity must elect to participate in EAP services for their employees to be eligible. Once elected, active MCHCP-eligible public entity employees and members of their household are eligible for EAP services.

B5.4 An employee's surviving household members continue to be eligible for EAP services for a period of six (6) months following the death of the employee.

B5.5 Employees who experience a layoff and members of their household will continue to be eligible for EAP services through the last day of the month following the layoff date.

## B6. REPORTING/PERFORMANCE STANDARDS

B6.1 The contractor will provide summary quarterly and annual reports. Quarterly reports must be received by MCHCP within twenty (20) days of the close of the quarter, and annual reports must be received within forty-five (45) days after the close of the ninety (90)-day claim run out period. The contractor may submit reports in their standard format subject to agreement by MCHCP.

B6.2 The contractor must provide additional information and/or reports, within reason, as requested by MCHCP. Costs for these reports shall be negotiated between the contractor and MCHCP.

B6.3 Performance standards are outlined in Section 13 of the EAP 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.

B6.4 The contractor is required to utilize the DirectPath Vendor Manager product that allows the contractor to self-report compliance and non-compliance with performance guarantees. MCHCP reserves the right to audit performance standards for compliance.

## B7. PAYMENT

B7.1 The contractor shall agree that the monthly fee(s) due the contractor will be self-billed by MCHCP and will be paid on the 10<sup>th</sup> of the month following the end of the month of coverage.

B7.1.1 The amount due the contractor will be calculated by the number of eligible employees times the contracted per employee per month (PEPM) price.

B7.2 The contractor shall have the right to audit appropriate MCHCP records to determine the accuracy of the monthly payment.

B7.2.1 Any discrepancies must be identified by the contractor within ninety (90) days after receipt of the payment and such discrepancy must be submitted in writing to MCHCP. Failure to identify a discrepancy within the timeframe stated shall be considered as acceptance of MCHCP's calculations and records.

B7.3 Once the minimum annual pool of CID hours, educational session, and/or health fair hours have been exhausted, the contractor shall bill the requesting agency directly and payment for the services will be handled directly with the requesting agency.

## B8. GENERAL SERVICE REQUIREMENTS

B8.1 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 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.

B8.2 The contractor shall agree that all written communications and marketing materials developed and used by the contractor to communicate specifically with eligibles at any time during the contract period must be reviewed and approved by MCHCP prior to distribution. The cost of printing and mailing the materials are at the contractor's expense. Notwithstanding the foregoing, nothing herein prohibits contractor from communicating directly with eligibles in the regular course of providing services under the contract (e.g., responding to inquiries, etc.).

## B9. ACCOUNT MANAGEMENT AND IMPLEMENTATION

B9.1 The contractor shall establish and maintain throughout the term of the contract an account management team that will work directly with MCHCP staff. Approval of the account management team rests with MCHCP. The account management team must be able to devote the time needed to the account, including being available for telephone and on-site consultation with MCHCP.

- B9.2 MCHCP requires the contractor to meet with MCHCP staff and/or Board of Trustees as requested to discuss the status of the MCHCP account in terms of utilization patterns and costs, as well as propose new ideas that may benefit MCHCP. These meetings shall take place at MCHCP's office. Contractor's team attending these updates shall include appropriate account managers and company decision makers who can effectively impact the account. 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.
- B9.3 The contractor and MCHCP must agree to a final implementation schedule within thirty (30) days of the contract award. At a minimum, the timeline must include the required dates for the following activities:
- B9.3.1 Testing of eligibility file
  - B9.3.2 Acceptable date for final eligibility file
  - B9.3.3 Development of covered population communications
  - B9.3.4 Distribution of covered population communications
  - B9.3.5 Plan for transitioning open referral authorizations from incumbent
  - B9.3.6 Analysis of network disruption from incumbent network to contractor network and communication to eligibles affected by such disruption.

**B10. INFORMATION TECHNOLOGY AND ELIGIBILITY FILE**

- B10.1 The contractor shall be able to accept all MCHCP eligibility information on a weekly basis. 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.
- B10.1.1 It is MCHCP's intent to send a full eligibility file.
  - B10.1.2 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.
  - B10.1.3 The contractor shall provide access to view data on their system to ensure the file MCHCP sends is correctly updating the contractor's system.
  - B10.1.4 The contractor will supply a data dictionary of the fields MCHCP is updating on their system and the allowed values for each field.

B10.1.5 The contractor must work with MCHCP to develop a schedule for testing of the electronic eligibility file. The expectation is that testing is completed 60 days prior to the effective date of the contract. The contractor must accept a final eligibility file no later than 30 days prior to the contract effective date.

B10.2 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.).

B10.3 The contractor must have an active, current web portal which is customizable in the client section, including the MCHCP logo. The portal must be updated regularly and support a simplified member experience. The web portal must be fully accessible to all eligibles, 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. The web portal must include a section for eligibles to obtain current listings of network providers, map provider locations, complete satisfaction surveys and other information. If MCHCP discovers that provider information contained at the contractor's website is inaccurate, MCHCP will contact the contractor immediately. The contractor must correct inaccuracies within 10 days of being notified by MCHCP or when the contractor discovers the inaccuracy.

B10.4 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) if deemed necessary.

## B11. MCHCP RESPONSIBILITIES AND SERVICES

B11.1 MCHCP will provide the following administrative services to assist the contractor:

B11.1.1 Certification of employee eligibility in the form of electronic media

B11.1.2 Maintenance of employee eligibility data

B11.1.3 Payment of monies owed by MCHCP and due the contractor

EXHIBIT C  
GENERAL PROVISIONS

**C1. TERMINOLOGY AND DEFINITIONS**

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

- C1.1 **Amendment** means a written, official modification to an RFP or to a contract.
- C1.2 **Bidder** means a person or organization who submitted an offer in response to this RFP.
- C1.3 **Breach** shall mean the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI as defined, and subject to the exceptions set forth, in 45 C.F.R. 164.402.
- C1.4 **Contract** means a legal and binding agreement between two or more competent parties, in consideration for the procurement of services as described in this RFP.
- C1.5 **Contractor** means a person or organization who is a successful bidder as a result of an RFP and/or who enters into a contract or any subcontract of a successful bidder.
- C1.6 **Employee** means a benefit-eligible person employed by the state and present and future retirees from state employment who meet the plan eligibility requirements.
- C1.7 **May** means that a certain feature, component, or action is permissible, but not required.
- C1.8 **Member** means any person covered as either a subscriber or a dependent in accordance with the terms and conditions of the plan.
- C1.9 **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply may result in a proposal being considered non-responsive.
- C1.10 **Off-shore** means outside of the United States.
- C1.11 **Participant** has the same meaning as the word member.
- C1.12 **PHI** shall mean Protected Health Information, as defined in 45 C.F.R. 160.103, as amended.
- C1.13 **Pricing Pages** apply to the form(s) on which the bidder must state the price(s) applicable for the services required in the RFP. The pricing pages must be completed and uploaded by the bidder prior to the specified proposal filing date and time.
- C1.14 **Privacy Regulations** shall mean the federal privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, codified at 45 C.F.R. Parts 160 and 164 (Subparts A & E).

- C1.15 **Proposal Filing Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of proposals by DirectPath 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. All communication from bidders regarding specifications, requirements, competitive procurement process, etc., must be directed to MCHCP via the messaging tool on the Direct Path web site, as indicated on the last page of the *Introduction and Instructions* document of the RFP. Such communication must be received no later than Wednesday, March 17, 2021, 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, 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.

## Attachment 1

### FILE LAYOUT FOR MCHCP ELIGIBILITY FILE (Attachment 4)

Field Name	Description
Unique ID	Random number assigned by MCHCP
Zip	5-Digit Zip Code
YOB	Year of Birth
Gender	M – Male F – Female
Relation	Identifies if member is subscriber, spouse, or child 1 – Subscriber 2 – Spouse 3 – Child
Employer	Identifies employer type S – State Member P – Public Entity Member

Total subscriber count = 34,821

Total record count = 68,596

When preparing access reporting, only utilize Subscriber records (records with Relation = 1).

**Attachment 1 (continued)**

**LAYOUT FOR MISSOURI DEPARTMENT OF TRANSPORTATION / MISSOURI STATE HIGHWAY  
PATROL ENROLLEE FILE (Attachment 5)**

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

Total subscriber count = 6,833

Total record count = 17,586

When preparing access reporting, only utilize Subscriber records (records with Relation = 1).

**Attachment 1 (continued)**

**LAYOUT FOR MISSOURI DEPARTMENT OF CONSERVATION (MDC) ENROLLEE FILE  
(Attachment 6)**

<b>Field Name</b>	<b>Description</b>
Unique ID	Number assigned by MDC
Status	Active – Active Employee Dependent – Dependent of Active Employee
ZipCode	5-Digit Zip Code
YOB	Year of Birth (yyyy)
Gender	M – Male F – Female
Relation	Identifies if member is subscriber, spouse, or child 1 – subscriber 2 – spouse 3 – child

Total subscriber count = 941

Total record count = 3,101

When preparing access reporting, only utilize Subscriber records (records with Relation = 1).

**Attachment 2  
Sample Provider File Layout**

Each provider should have the same number of records as number of office locations. The example below is for a provider with 2 office locations.												
License	Lname	First	MI	Title	Accepting New Patients	Street 1	Street 2	City	State	Zip	Phone	County
R1234	Doe	John	J	MSW	Y	123 West High	Suite 300	Columbia	MO	65202	5735555555	Boone
R1234	Doe	John	J	MSW	Y	456 Forum		Columbia	MO	65202	5734444444	Boone

**Attachment 3**  
**MCHCP EAP Utilization**  
**2019 - 2020**

<b>MCHCP</b>	2019	2020
<b>Utilization</b>		
Total Utilization Rate	36.99%	28.10%
Live as % of Total Above	11.6%	10%
<b>Satisfaction</b>		
% Reporting Satisfaction	94%	93%
<b>Top Referral Sources – Roughly half of the referrals come from these sources</b>		
Human Resources	29%	22%
Previous EAP	10%	12%
Family	5%	5%
Brochure	2%	2%
Formal Referral	2%	2%
<b>Primary Mode Employees Utilized to Make Initial Contact</b>		
Telephone/Email	84%	88%
Online Access	25%	35%
<b>Primary Presenting Issue</b>		
Partner/Relationship Issue	12%	11%
Psychological	18%	15%
Family/Child	3%	3%
Depression	14%	13%
Anxiety	10%	12%
Stress	12%	12%
<b>Presenting Case Resolution</b>		
Resolved in Program	96%	93%
Referred Outpatient	4%	7%
<b>Training</b>		
Sessions	28	24
Attendees	659	851
<b>Critical Incidents Stress Management</b>		
Sessions	25	37
Hours	95.16	120
Attendees	157	145

## MCHCP EAP Questionnaire

MCHCP requires that you provide concise answers to any questions requiring an explanation or thorough response. Please note there is a 1,000 character limit placed on all textual responses. MCHCP expects that you will provide explanations and responses within the parameters of this questionnaire.

### Proprietary Statement

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

Confirmed

Not confirmed (please explain)

### Vendor Profile

#### 2.1 Provide the following information about your company:

Full and legal company name

Name of parent organization (if applicable)

Corporate address

Name of contact person for questions regarding this RFP response

Telephone

Email address

#### 2.2 Provide a brief company history, including your experience in the EAP and behavioral health industry.

Response

#### 2.3 What differentiates your organization from your competitors?

Response

#### 2.4 What innovative, unique and meaningful programs have you stood up and supported with other large employers with diverse needs?

Response

#### 2.5 Is Behavioral Health and specialty programs such as EAP your only focus? If not, what portion of your annual revenue is contributed by such programs?

Yes

No (indicate portion of annual revenue contributed by other programs)

#### 2.6 For how many years has your organization been providing EAP services?

Number of years

#### 2.7 For how many employer groups does your organization provide EAP benefits?

	Integrated	Stand Alone
Number of groups of 50,000 employees or more	<input type="text"/>	<input type="text"/>
Number of groups of 40,000-49,999 employees	<input type="text"/>	<input type="text"/>
Number of groups of 20,000-39,999 employees	<input type="text"/>	<input type="text"/>
Number of groups of 10,000-19,999 employees	<input type="text"/>	<input type="text"/>
Number of groups less than 10,000 employees	<input type="text"/>	<input type="text"/>

#### 2.8 How many participants does your organization service for EAP benefits?

Number of current members January, 2021

#### 2.9 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

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

	Company name	Service provided	Number of years working with your organization
Subcontractor #1	<input type="text"/>	<input type="text"/>	<input type="text"/>
Subcontractor #2	<input type="text"/>	<input type="text"/>	<input type="text"/>
Subcontractor #3	<input type="text"/>	<input type="text"/>	<input type="text"/>
Subcontractor #4	<input type="text"/>	<input type="text"/>	<input type="text"/>
Subcontractor #5	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

	Name of Insurance Carrier	Type of Coverage	Coverage Amount	Pertinent Exclusions
Insurer	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Insurer (2nd)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**2.12 Confirm you have uploaded a document to the Reference Files from Vendor section describing the insurance that your firm has in place to cover any errors and omissions claims that may arise in connection with services on behalf of a client. Who is the carrier or what is the funding mechanism? What are the policy limits? Are all of your subcontractors and/or joint venture companies bound by such coverage? Name the file "Q2.12 E&O Insurance".**

- Document has been uploaded (list carrier name, funding mechanism, and policy limits, and describe whether subcontractors are bound by coverage)
- Not provided (please explain)

  

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

- Confirmed
- Not confirmed (please explain)

**2.14 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, please upload a document to the Reference Files from Vendor section, and name the file "Q2.14 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.

**2.15 Describe what you are doing to address the evolving needs of your customers.**

Response

**2.16 What is on your roadmap for further development of your offering?**

Response

**Plan Administration/Services**

**3.1 Which of the following services are provided by the EAP itself (check all that apply)?**

- Short-term counseling
- Fraud resolution
- Legal consultation
- Financial consultation
- Critical incident debriefing
- Train-the-trainer supervisor sessions
- Health fairs
- Educational sessions
- Other (please describe)

**3.2 Which of the following services does the EAP refer to a third party organization (check all that apply)? For services referred to a third party organization, identify the name of the organization used.**

- Short-term counseling
- Fraud resolution
- Legal consultation
- Financial consultation
- Critical incident debriefing
- Train-the-trainer supervisor sessions
- Health fairs
- Educational sessions
- Other (please describe)

**3.3 Which of the following services are offered on a 24 hour basis (check all that apply)?**

- Short-term counseling
- Fraud resolution
- Legal consultation
- Financial consultation
- Critical incident debriefing
- Train-the-trainer supervisor sessions
- Health fairs
- Educational sessions
- Other (please describe)

**3.4 Confirm you can deliver services to non-English speaking individuals and to speech- and hearing-impaired employees.**

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

**3.5 Describe your worksite counseling services available for Critical Incident Debriefing.**

Response

**3.6 Confirm that you offer educational seminars related to wellness, mental health, workplace violence, relaxation therapy, biofeedback, stress management and other topics of interest to employees and managers.**

	Confirmed	Not confirmed (please explain)
Via web-cast	<input type="radio"/>	<input type="radio"/> <input style="width: 50px; height: 20px;" type="text"/>
Via telephone	<input type="radio"/>	<input type="radio"/> <input style="width: 50px; height: 20px;" type="text"/>
In person	<input type="radio"/>	<input type="radio"/> <input style="width: 50px; height: 20px;" type="text"/>

**3.7 What are the credentials of the individuals who conduct the supervisor training and the train-the-trainer sessions?**

Response

**3.8 Describe the process and steps used when an employer mandates use of the EAP as part of an employee corrective action process.**

Response

**3.9 In situations when the EAP is used as part of an employee corrective action process, how is confidentiality maintained?**

Response

**3.10 Describe your Work/Life service options.**

Response

**3.11 Describe your process for referrals to Work/Life.**

Response

**3.12 What services do you offer supervisors and managers?**

Response

**3.13 Describe your company's approach to ensuring quality services are provided to participants.**

Response

**Staffing**

**4.1 Given your expected capacity with your current business, what additional staff will you hire to service the MCHCP account (check all that apply).**

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

**4.2 Please complete the following table regarding the team that would be compiled for MCHCP.**

	Name	Role for MCHCP	Location (city, state)	Brief work experience bio	Number of years at your organization	Number of years in their current role	Number of current accounts in this same role	Maximum number of accounts
Account Management (Primary)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Account Management (Secondary)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Implementation (Primary)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Implementation (Secondary)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**4.3 How many total covered employees is the primary account manager currently responsible for?**

Total covered employees

**4.4 For every 10,000 employees eligible, what is your targeted and actual number of clinicians on staff?**

Targeted number of clinicians per 10,000 employees

Actual number of clinicians per 10,000 employees

**4.5 Describe the qualifications of your clinical and intake staff and your Work/Life counselors.**

Clinical staff

Intake staff

Work//life counselors

**4.6 What is the most recent annual turnover rate for your staff?**

Customer service representative  %

EAP counselors  %

Combined turnover rate  %

**4.7 Describe the training your staff will receive specific to MCHCP's plan.**

Response

**4.8 Describe how your staff is kept apprised of any changes to MCHCP's plan?**

Response

**4.9 Provide detail on your ongoing quality initiatives focused on account management.**

Response

**Customer Service**

**5.1 Provide the following information about your Customer/Member Services Department(s).**

Location(s)

Hours of operation

Number of customer/member services representatives assigned to MCHCP account

Experience level of staff (average # of yrs)

**5.2 Which of the following functions are performed by the initial telephone contact representatives (check all that apply)?**

- Eligibility screening
- Intake function
- Initial assessment
- Appointment scheduling
- Referral
- Other (please describe)

**5.3 Confirm you have uploaded a detailed description of the steps in the referral process from the time of the initial call, through the assessment process and consultation, and ending with the referral being made and any subsequent follow-up. Your response should include who performs the various functions, the timeframes involved in and between each step (both the standards your organization employs, and the actual timeframes realized), and any systems (e.g. referral tracking) used in the process. Upload the document to the Reference Files from Vendor section, and name the document "Q5.3 Referral Process".**

- Confirmed
- Not confirmed (please explain)

**5.4 What are your appointment access standards for emergent, urgent and routine situations?**

	Corporate appointment access standard	Actual appointment access (2020)
Emergency	<input type="text"/>	<input type="text"/>
Urgent	<input type="text"/>	<input type="text"/>
Routine	<input type="text"/>	<input type="text"/>

**5.5 Provide the title and qualifications of the intake representatives you are proposing for MCHCP.**

	Title	Qualifications	Average number of years of experience	Average number of years in position
Normal Business Hours	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
After-Hours	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**5.6 Which of the following best describes your intake function (check all that apply)?**

- First response is IVR, with a call-back from a "live" person
- First response is IVR, with an option for a "live" person
- First response is a "live" person - Intake Specialist (dedicated for MCHCP)
- First response is a "live" person - Case Manager (dedicated for MCHCP)
- First response is a "live" person - Clinician (dedicated for MCHCP)
- Single source process where all initial information can be collected
- Other (please specify)

**5.7 Does your phone system permit the caller to leave a voicemail?**

- Yes
- No (please explain)

**5.8 Are all calls documented and/or recorded?**

	Yes (please describe)	No (please explain)
Documented	<input type="radio"/> <input type="text"/>	<input type="radio"/> <input type="text"/>
Recorded	<input type="radio"/> <input type="text"/>	<input type="radio"/> <input type="text"/>

**5.9 Can customer/member service assist a member if the caller does not know the group or member ID number?**

- Yes
- No (please explain)

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

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

**5.11 Provide the following information for the proposed call center for the most recent twelve-month period?**

	Average speed to answer (in seconds)	Average abandonment rate
Corporate standard	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/> %
Actual results	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/> %

**5.12 Describe the services and information available through your Web site and Digital entry.**

Response

**5.13 Can your Web site be customized at the employer and employee level?**

	Yes (please describe)	No (please explain)
Employer level	<input type="radio"/> <input style="width: 50px;" type="text"/>	<input type="radio"/> <input style="width: 50px;" type="text"/>
Employee level	<input type="radio"/> <input style="width: 50px;" type="text"/>	<input type="radio"/> <input style="width: 50px;" type="text"/>

**5.14 Can eligibles self-refer via the member website?**

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

**5.15 Can eligibles send secure messages via the member website?**

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

**5.16 Are downloadable educational resources available through your Web site?**

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

**5.17 How is Web content developed? How often is it updated?**

Response

**5.18 Confirm that you are able to warm-transfer callers to other MCHCP-sponsored plans (medical, dental, MCHCP customer support, etc.)**

- Confirmed
- Not Confirmed (please explain)

**5.19 Provide the URL, a temporary ID and password for MCHCP to view the website available to eligibles.**

URL

ID

Password

**5.20 Confirm a searchable provider directory is located on the member website.**

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

**5.21 Confirm all providers listed on the member website are in-network.**

- Confirm
- Not confirmed (please explain)

**5.22 How do you assess participant, client and provider satisfaction?**

Response

**5.23 Confirm that you have uploaded results from your most recent participant satisfaction survey in the Reference Files from Vendor section, and named the file "Q5.23 Satisfaction Survey Results".**

- Confirmed

Not confirmed (please explain)

**5.24 Provide detail on your ongoing quality initiatives focused on member services.**

Response

**5.25 Describe your complaint resolution process.**

Response

**Access to Services**

**6.1 In a recent 12-month period, on average, how long did it take to make a referral to a mental health provider once requested.**

- 1-2 business days
- 2-3 business days
- 3-5 business days
- Greater than 5 working days

**6.2 In a recent 12-month period, on average, how long did it take for an appointment once a referral is made to a mental health provider.**

- 1-2 business days
- 2-3 business days
- 3-5 business days
- Greater than 5 working days

**6.3 How do you handle calls for urgent or emergency counseling sessions?**

Urgent cases

Emergent cases

**6.4 What factors determine whether your organization will proceed with counseling versus referral to another provider/community agency?**

Response

**6.5 Indicate the common types of cases which necessitate referral outside your EAP.**

Response

**6.6 Do you maintain a database of community resources? If yes, please explain how this data is updated and how frequently?**

- Yes (please describe how the data is updated and how frequently)
- No (please explain)

**6.7 List any behavioral health (mental or substance abuse) diagnoses or categories which your EAP does not handle.**

Response

**6.8 If treatment outside the EAP is recommended, how many sessions typically are made to an EAP counselor before outside referral is made?**

Number of EAP sessions before referral

**6.9 For a recent 12-month period, indicate the average number of EAP sessions your participants typically need per problem.**

- 1 visit
- 2 visits
- 3 visits
- 4 visits
- 5 visits
- 6 or more visits

**6.10 What is the average utilization rate of EAP services for your entire book-of-business?**

Percentage

%

**6.11 Describe how you would handle a participant who has exhausted available EAP sessions, but still requires one or two more sessions to successfully complete their counseling.**

Response

Reporting

7.1 Confirm that you have uploaded copies of the standard reporting package that will be made available to MCHCP at no additional cost. Include the timing and frequency of each report. Upload the file to the Reference Files from Vendor section, and name the file "Q7.1 Reporting Package".

- Confirmed
- Not confirmed (please explain)

7.2 Which of the following management reports are included in the standard reporting package (check all that apply)?

- Number of employees using services
- Demographic characteristics of employees using services
- Type of enrollee accessing the EAP (employee versus dependent)
- Referral source
- Problems presented
- Actual problems identified
- Average number of sessions per person
- Average speed-to-answer
- Average abandonment rate
- Other (please list)

7.3 Can MCHCP run these standard reports using an online reporting utility?

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

7.4 Can you report claim and utilization data for each of MCHCP's specific variables within our eligibility file?

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

Provider Network

8.1 Confirm you have uploaded a provider network file to the Reference Files from Vendor section in the format provided in Attachment 2. Include only those providers located in Missouri. Name the file "Q8.1 Provider Network".

- Confirmed
- Not confirmed (please explain)

8.2 Utilizing Attachment 4, enter the number and percent of MCHCP employees in each of the following Missouri counties meeting the access standard of five (5) providers within twenty-five (25) miles. Only include data for providers currently accepting new patients.

	5 providers within 25 miles - Number	5 providers within 25 miles - Percentage
St. Louis City	<input type="text"/>	<input type="text"/> %
St. Louis County	<input type="text"/>	<input type="text"/> %
St. Charles	<input type="text"/>	<input type="text"/> %
Jackson	<input type="text"/>	<input type="text"/> %
Greene	<input type="text"/>	<input type="text"/> %
Cole	<input type="text"/>	<input type="text"/> %
Boone	<input type="text"/>	<input type="text"/> %
Callaway	<input type="text"/>	<input type="text"/> %

8.3 Utilizing Attachment 5, enter the number and percent of MoDOT employees in each of the following Missouri counties meeting the access standard of five (5) providers within twenty-five (25) miles. Only include data for providers currently accepting new patients, and limit your reporting to subscribers only (i.e. Relation = 1).

	5 providers within 25 miles - Number	5 providers within 25 miles - Percentage
St. Louis City	<input type="text"/>	<input type="text"/> %
St. Louis County	<input type="text"/>	<input type="text"/> %



**Q8.5.**

- Confirmed
- Not confirmed (please explain)

**8.10 Confirm you have uploaded reporting to support your responses to Q8.2 through Q8.5. Upload the documents to the Reference Files from Vendor section, and name the file "Q8.10 Access Reports".**

- Confirmed
- Not confirmed

**8.11 Are you anticipating a material change in your Missouri network during the next 18-24 months?**

- Yes, an increase in network size (please explain)
- Yes, a decrease in network size (please explain)
- No change in network size is anticipated

**8.12 Confirm where no network provider is available to the participant, ad hoc arrangements are made with providers so maximum benefits are available to the participant.**

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

**8.13 Confirm where limited network providers are available, you are willing to try to expand your existing network to effectively support eligibles and negotiate with providers for specific case needs.**

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

**8.14 Do eligibles have the ability to nominate providers for consideration to join the network?**

- Yes (please describe process and how long the process typically takes)
- No (please explain)

**8.15 For your book of business, what percentage of network referrals are made to each of the following provider types:**

Psychiatrist	<input type="text"/>	%
Psychologist (doctoral)	<input type="text"/>	%
Certified Alcoholism or Addiction Counselor	<input type="text"/>	%
Marital Family Counselor	<input type="text"/>	%
Other Master's level clinician	<input type="text"/>	%

**8.16 Describe your company's notification procedure if a network provider terminates its contract during the plan year. Please include a description of the assistance offered to eligibles.**

Response

**8.17 Do you obtain primary source documentation for licenses, Board certifications, malpractice coverage, etc.?**

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

**8.18 Is primary source documentation done in-house or through a contracted firm or organization?**

- In-house
- Contracted (please specify with whom)

**8.19 Describe any differences between the initial credentialing process and the recredentialing process.**

Response

**8.20 Is your EAP accredited by an outside organization?**

- Yes (describe accreditation standing and effective date)
- No (please explain)

**8.21 Do you conduct provider network compliance inspections?**

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

**8.22 How does your organization monitor the current licensure and "good standing" of EAP providers?**

Response

**8.23 Do you have the ability to conduct peer reviews of your contracted providers?**

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

**8.24 Do you monitor patient appointment statistics to network providers (e.g. office waiting time, appointment delays or cancellations)?**

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

**8.25 Confirm that your network clinicians are Master's level or above.**

- Confirmed
- Not confirmed (please explain)

**8.26 What minimum liability insurance do you require providers to carry?**

Response

**8.27 Describe any linguistic, cultural, ethnic, or therapeutic specialties within your provider network.**

Response

**Implementation**

**9.1 Confirm you have uploaded to the Reference Files from Vendor section a detailed implementation plan. Name the document "Q9.1 Implementation Plan". The plan must include a list of specific implementation tasks/transition protocols and a timetable for initiation and completion of such tasks.**

- Confirmed
- Not confirmed (please explain)

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

Response

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

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

**9.4 Confirm your ability to coordinate and receive clinical information on open and pending cases from MCHCP's current EAP vendor.**

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

**9.5 How do you propose to handle cases in transition?**

Response

**Communication Support**

**10.1 Confirm you have uploaded sample materials of how your company intends to communicate with eligibles. Upload copies of the sample materials included in your pricing proposal to the Reference Files from Vendor section, and name the file "Q10.1 Sample Communication Materials".**

- Confirmed
- Not confirmed (please explain)

**10.2 What types of communication materials will your company provide MCHCP to communicate and promote the program? Upload sample materials to the Reference Files from Vendor section, and name the file "Q10.2 Sample Promotion Materials".**

- Response

**10.3 Can all communication materials be customized for MCHCP?**

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

**10.4 What frequency of release of promotional materials is contemplated in your pricing proposal?**

Response

**10.5 Are your communication materials available in languages other than English?**

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

**Technology and Security**

**11.1 Describe your organization's IT infrastructure and development platform.**

Response

**11.2 Are you planning a system upgrade or are you in the middle of a system enhancement?**

- Yes (please describe)
- No

**11.3 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

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

Response

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

Response

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

Response

**11.7 Describe your process for addressing security breaches.**

Response

**11.8 Have you ever experienced a security breach involving eligible information?**

- Yes (provide details on when the breach occurred, actions taken and corrections implemented)
- No

**11.9 What platform do you currently utilize to deliver web content/services?**

Response

**11.10 What browser/browser versions do you support (include support for mobile devices)?**

Response

**11.11 Do you adhere to the accessibility guidelines developed by the Web Accessibility Initiative of the World Wide Web Consortium?**

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

**11.12 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)

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

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

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

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

**11.15 Confirm you have PGP encryption services available if needed.**

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

**11.16 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 "Q11.16 Disaster Recovery Plan".**

- Confirmed
- Not confirmed (please explain)

**11.17 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 "Q11.17 Disaster Recovery Plan Testing".**

- Confirmed
- Not confirmed (please explain)

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

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

**Financial**

**12.1 Confirm you have uploaded a document describing how your PEPM bid rate was calculated. Include a list of significant assumptions including utilization rate, number of sessions per case, number of face-to-face sessions, average cost per session, etc. Upload the document to the Reference Files from Vendor section, and name the document "Q12.1 Financial Calculations".**

- Confirmed
- Not confirmed (please explain)

**Performance Guarantees**

**13.1 Customer Service - Average response time. The following standard will be measured and reported quarterly beginning at contract effective date.**

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Average number of seconds for call to be answered by a live representative	30 seconds or less	<input type="text"/>	<input type="text"/>	For each full second above standard, \$2,000 plus \$0.10 PEPM	<input type="text"/>

**13.2 Customer Service - Average abandonment rate. The following standard will be measured and reported quarterly beginning at contract effective date.**

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Percent of calls abandoned	< 3%	<input type="text"/>	<input type="text"/>	For each full percentage point above standard, \$2,000 plus \$0.10 PEPM	<input type="text"/>

**13.3 Customer Service - Customer satisfaction. The following standard will be measured and reported annually one**

year after contract effective date.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Percent of respondents on participant satisfaction survey that rate satisfied with your services	> 90%	<input type="checkbox"/>	<input type="checkbox"/>	For each full percentage point below standard, \$2,000 plus \$0.10 PEPM	<input type="checkbox"/>

**13.4 Account Management - Satisfaction. The following standard will be measured and reported at implementation and annually beginning January 1, 2022.**

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Contractor guarantees MCHCP's satisfaction with account management services	Satisfactory or better	<input type="checkbox"/>	<input type="checkbox"/>	\$2,000 plus \$0.10 PEPM	<input type="checkbox"/>

**13.5 Account Management - Responsiveness. The following standard will be measured and reported quarterly beginning January 1, 2022.**

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Timely issues response by the account management team (e.g. issues resolvable by account management are acknowledged and responded to within 1 business day)	Acknowledgement and response within 1 business day	<input type="checkbox"/>	<input type="checkbox"/>	For each incident not acknowledged within 1 business day, \$500 plus \$0.10 PEPM	<input type="checkbox"/>

**13.6 Account Management - Issue Resolution. The following standard will be measured and reported quarterly beginning January 1, 2022.**

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Timely issues resolution by the account management team (e.g. issues resolvable by account management are resolved within a reasonable time)	Issue resolution within a reasonable time	<input type="checkbox"/>	<input type="checkbox"/>	For each incident not resolved within a reasonable time, \$500 plus \$0.10 PEPM	<input type="checkbox"/>

**13.7 Reporting - Quarterly. The following standard will be measured and reported quarterly beginning January 1, 2022.**

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum dollar amount at risk
Standard quarterly reporting must be submitted to MCHCP in the agreed upon format and within 20 days of end of quarter	Due within 20 days of end of quarter	<input type="checkbox"/>	MCHCP will determine acceptability of reports	For each day beyond deadline submission, \$2,000 plus \$0.10 PEPM	<input type="checkbox"/>

**13.8 Reporting - Annual. The following standard will be measured and reported annually beginning January 1, 2023.**

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum dollar amount at risk
Standard annual reporting must be submitted to MCHCP in the agreed upon format and within 45 days after the close of the run out period	Due within 45 days of the close of the run out period	<input type="checkbox"/>	MCHCP will determine acceptability of reports	For each day beyond deadline submission, \$2,000 plus \$0.10 PEPM	<input type="checkbox"/>

**13.9 Eligibility - Timeliness of installations. The following standard will be measured and reported quarterly beginning January 1, 2022.**

	Guarantee	Will you	Describe your	Minimum amount at	Maximum

		guarantee this standard (Yes or No)	measurement process	risk	dollar amount at risk
Electronic eligibility files will be installed and eligibility status will be effective within 36 hours of receipt	95% loaded within 36 hours of receipt	<input type="text"/>	<input type="text"/>	For each full hour beyond 36 hours, \$500 plus \$0.10 PEPM	<input type="text"/>

**13.10 Provider Network - Select Counties. The following standard will be measured and reported quarterly beginning January 1, 2022.**

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
All employees residing in counties identified in Q8.2 shall have access to at least 5 provider practices accepting new patients within 25 miles at implementation and throughout the life of the contract	90% of members will have access to 5 provider practices which are accepting new patients within 25 miles	<input type="text"/>	<input type="text"/>	For each full percentage point below standard per county, \$1,000 plus \$0.10 PEPM	<input type="text"/>

**13.11 Provider Network - All Other Counties. The following standard will be measured and reported quarterly beginning January 1, 2022.**

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
All employees residing in counties other than those identified in Q8.2 shall have access to at least 1 provider practice accepting new patients within 25 miles at implementation and throughout the life of the contract	90% of members will have access to 1 provider practice which is accepting new patients within 25 miles	<input type="text"/>	<input type="text"/>	For each full percentage point below standard per county, \$500 plus \$0.10 PEPM	<input type="text"/>

**13.12 Referral Time - The following standard will be measured and reported quarterly beginning January 1, 2022.**

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Percentage of all requests for a referral that were made within 3 days of request	95%	<input type="text"/>	<input type="text"/>	For each full percentage point below standard, \$2,000 plus \$0.10 PEPM	<input type="text"/>

**13.13 Appointment Availability - The following standard will be measured and reported quarterly beginning January 1, 2022.**

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Percentage of appointments made within 30 days of referral.	85%	<input type="text"/>	<input type="text"/>	For each full percentage below standard, \$2,000 plus \$0.10 PEPM	<input type="text"/>

**13.14 Critical Incident Debriefing - Response Time. The following standard will be measured and reported quarterly beginning January 1, 2022.**

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Percentage of all critical incident debriefing contacts that were responded to within 30 minutes following call to EAP	100%	<input type="text"/>	<input type="text"/>	For each incident not responded to in timely	<input type="text"/>

manner, \$2,000 plus \$0.10 PEPM

**13.15 Critical Incident Debriefing - On-site Services.** The following standard will be measured and reported quarterly beginning January 1, 2022.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Percentage of all critical incident debriefing programs that were provided within five days of request	100%	<input type="text"/>	<input type="text"/>	For each incident not responded to in timely manner, \$2,000 plus \$0.10 PEPM	<input type="text"/>

**13.16 Describe any additional performance guarantees and/or benchmarks, other than those listed above, you will offer to MCHCP.**

Response

**13.17 Confirm your willingness to submit your performance metrics results via an online tool provided by MCHCP.**

Confirmed

Not Confirmed (please explain)

**MBE-WBE Participation Commitment**

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

**14.1 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"/>

**14.2 WBE Participation Commitment Table**

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

**References**

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

	Name of Company	Services received 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"/>

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

	Name of Company	Services received by your organization	Number of Covered Employees	Number of years working with your organization	Reason for termination of relationship
Terminated Client #1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Terminated Client #2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Scope of Work**

These additional requirements are further defined in Exhibit B - Scope of Work, found in the Reference Files from Administrator section.

**16.1 Confirm your organization will satisfy the General Requirements stated in Exhibit B, Section B1.**

- Confirmed
- Not confirmed (please explain)

**16.2 Confirm your organization will provide the Required Services as stated in Exhibit B, Section B2.**

- Confirmed
- Not confirmed (please explain)

**16.3 Confirm your organization will provide the Customer Service Requirements as stated in Exhibit B, Section B3.**

- Confirmed
- Not confirmed (please explain)

**16.4 Confirm your organization will meet the Provider Network requirements as stated in Exhibit B, Section B4.**

- Confirmed
- Not confirmed (please explain)

**16.5 Confirm your organization will agree to the Eligibility guidelines as stated in Exhibit B, Section B5.**

- Confirmed
- Not confirmed (please explain)

**16.6 Confirm your organization will agree to the Reporting requirements and Performance Standards as stated in Exhibit B, Section B6.**

- Confirmed
- Not confirmed (please explain)

**16.7 Confirm your organization will agree to the Payment guidelines as stated in Exhibit B, Section B7.**

- Confirmed
- Not confirmed (please explain)

**16.8 Confirm your organization will satisfy the General Service Requirements stated in Exhibit B, Section B8.**

- Confirmed
- Not confirmed (please explain)

**16.9 Confirm your organization will satisfy the Account Management and Implementation requirements as stated in Exhibit B, Section B9.**

- Confirmed
- Not confirmed (please explain)

**16.10 Confirm your organization will satisfy the Information Technology and Eligibility File requirements as stated in Exhibit B, Section B10.**

- Confirmed
- Not confirmed (please explain)

**Attachment Checklist**

**17.1 Confirm the following have been provided with your proposal. A check mark below indicates the document has been uploaded to the Reference Files from Vendor section of the RFP and named appropriately.**

- E&O insurance (Q2.12)
- State of Missouri license (Q2.13)
- Economic impact (Q2.14)
- Referral process (Q5.3)
- Satisfaction survey results (Q5.23)
- Reporting package (Q7.1)
- Provider network (Q8.1)
- Access reports (Q8.10)
- Implementation plan (Q9.1)
- Sample communication materials (Q10.1)
- Sample promotion materials (Q10.2)
- Disaster recovery plan (Q11.16)
- Disaster recovery plan testing (Q11.17)
- Financial calculation (Q12.1)

## 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, 2022 through December 31, 2022. 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, 2022) is a firm, fixed price. The submitted prices for the subsequent (2nd - 3rd) years of the contract period (January 1 - December 31, 2023 and January 1 - December 31, 2024 respectively) are guaranteed not-to-exceed maximum prices and are subject to negotiation. Pricing for the one-year renewal periods are due to MCHCP by May 15 for the following year's renewal. All prices are subject to best and final offer which may result from subsequent negotiation.

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

Confirmed

Not confirmed (please explain)

**1.28 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)

**1.29 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)

**1.30 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)

**1.31 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)

**1.32 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)

**1.33 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)

**1.34 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)

**1.35 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)

**1.36 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)

**1.37 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)

**1.38 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)

**1.39 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)

**1.40 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)

**1.41 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)

**1.42 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)

**1.43 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)

**1.44 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)

**1.45 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)

**1.46 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)

**1.47 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 EAP, an actuary may be utilized to determine the cost impact.

Confirmed

Not confirmed (please explain)

**Missouri Consolidated Health Care Plan  
Responses to Vendor Questions  
2022 Employee Assistance Program RFP  
March 23, 2021**

These responses are provided by MCHCP to questions received from potential bidders for the 2022 Employee Assistance Program RFP.

**General**

1	Will you be releasing a census to run the access reporting for the different entities?	Access to the demographic files Attachments 4, 5 and 6 will be granted after receipt of the completed and signed Exhibit A-2 Limited Data Use Agreement, available as a Response Document within DirectPath.
2	Is the toll-free number owned by the incumbent or by MCHCP?	The number is owned by MCHCP.
3	What is the current percentage at risk for the program in place, and are the performance guarantees consistent with the ones communicated in the proposal?	The maximum amount the incumbent has put at risk is 20 percent spread over all guarantees. The guarantee listed in Q13.13 has been added, and the current contract also includes a guarantee of 5 percent or more utilization. All other guarantees included in the RFP are identical to the ones included in the current contract.
4	Will you release the last two years of ComPsych's utilization report?	MCHCHP has provided a new reference file, Attachment 7. Please refer to this new attachment for the data that is available.
5	Regarding the requirement that the "contractor must be licensed as necessary to do business in the State of Missouri to perform the duties described in this RFP and be in good standing with the office of the Missouri Secretary of State". For a contractor that does not have an office in the state at this time, is it acceptable to provide our Certificate of Good Standing to satisfy this criteria?	The requirement that the contractor 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 is our standard requirement of all contractors. The bidder must determine its licensure requirements, if any, to do business in Missouri.
6	Are the 16 "train the trainer" sessions included in the \$1.27 PEPM rate? The announcement letter that communicates the rates and what is included does not indicate this.	Yes. The \$1.27 PEPM rate includes Clinical Services, Supervisor Training (16, one-hour sessions), Communication Materials, Educational Presentations (60, 90-minute sessions), Critical Incident Debriefings (up to 40 hours), and Health Fairs (up to 49 hours).
7	Please confirm how the communication material and home mailing costs are currently billed to the different entities, or are these costs included in the \$1.27 PEPM?	Mailing costs are included in the \$1.27 PEPM.
8	How many state agencies are there in total, participating in the state's EAP?	There are currently 21 agencies currently participating in the EAP not including MoDOT, MSHP and MDC.
9	Can you please confirm the eligible EAP count? The Introduction and Instructions indicate 40,000 state employees plus 550 public entity employees, but Attachment 1 indicates a total subscriber count of 34,821.	Attachment 1 is only those employees who have elected coverage and does not include those that waive coverage or retirees who continue to be eligible for a period of time post retirement. Eligibility counts vary monthly due to changes in employment status and coverage status.
10	What is the current annual fees at risk total for Performance Guarantees with current carrier? Are these values capped at a maximum percentage of annual PEPM fees (ex 20%)?	The maximum amount the incumbent has put at risk is 20 percent spread over all guarantees.
11	What has the historical participation rate of MoDOT, MSHP, and MDC of the incumbent EAP contract for the past 3 years?	Please refer to Attachment 7 for additional data.

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12	Can MoDOT, MSHP, and MDC opt in or out of MCHCP's EAP program annually?	In the past, the agencies have observed the contract time periods in alignment with MCHCP. However, the other agencies have the option to terminate their contract with the vendor as outlined in their contract.
13	For the three other state departments, are each entities' utilization data included in the aggregate data provided in the RFP? If not, please provide utilization reporting for each entity.	Please refer to Attachment 7 for additional data.
14	Regarding the three other state departments that are eligible for the state's EAP services under a separate contract, are they offered the same rates as the state (currently noted at \$1.27 PEPM with ComPsych), or are they rated separately and just certain terms apply?	The rate applies to all entities.
15	What features or initiatives are important for your organization from a future roadmap perspective?	Please refer to the RFP for the services requested.
16	Where does EAP fall within the State's benefit portfolio (i.e., wellness, prevention, medical, etc.)? Does the state have a specific brand or program name that EAP would fall under?	The EAP is a standalone benefit and is called the Strive Employee Life & Family (SELF) Program. This program/benefit is promoted in coordination with our other benefits.
17	Please provide the number of employees who are union employees and with what unions.	That information is not available.
18	Please provide the number of employees that are in safety-sensitive jobs.	That information is not available.
19	Please tell us how many employees are considered first responders or essential employees. What is the State's interest level in first responder-specific programs?	The information on first responders or essential employees is not available. Please propose the programs that you would like MCHCP to consider.
20	Are the MBE/WBE calculations being made based on the contract value for 40,000 employees?	That is correct.
21	Please describe the telephonic intake process today. When a member calls in, who do they speak with first? What is the process the member goes through with the person at ComPsych who answers the phone from initial contact through disposition? Please provide the associated timing of all activities with member.	Please propose the telephone intake process that your company can offer.
22	If possible, please provide the program rates paid to ComPsych for the past 5 years.	The rates have not changed over the past five years.
23	Would the state like to continue utilizing an eligibility file or is there a desire to forgo this file exchange?	Please refer to the RFP for eligibility file requirements.

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<b>Attachment 3</b>	<b>Response</b>
<p>1 Will you please provide more detailed utilization reports for 2018, 2019, and 2020? The total utilization rates provided in Attachment 3 are extremely high and seem out of range for the EAP industry. More detailed reports will help us more accurately and competitively rate this group. Specifically, we have the following questions:</p> <ol style="list-style-type: none"> <li>1. Please provide utilization reports for 2018-2020</li> <li>2. How many EAP cases were there in 2018, 2019, and 2020?</li> <li>3. How many EAP face-to-face counseling sessions were completed in 2018, 2019 and 2020?</li> <li>4. How many work/life cases were there in 2018, 2019, and 2020?</li> <li>5. Please share the number of seminar hours that were used in 2018, 2019, and 2020.</li> <li>6. Please provide web hit and website usage information separately.</li> </ol>	Please refer to Attachment 7 for additional data.
<p>2 Regarding Attachment 3, please break out the training and utilization sessions by "train the trainer" and general education sessions/learnings.</p>	Please refer to Attachment 7 for additional data.
<p>3 Please provide face-to-face EAP utilization data from 2018, 2019 and 2020. If possible, please provide full annual reports for the past three contract years as well.</p>	Please refer to Attachment 7 for additional data.

<b>Questionnaire</b>	<b>Response</b>
<p>1 Regarding Q8.15, please confirm the need for Psychiatrist referral statistics. Being an EAP and not behavioral health, there is no referral to psychiatrists.</p>	If you do not make referrals to network psychiatrists, then indicate 0%.
<p>2 Regarding Performance Guarantees in the Questionnaire, is the minimum amount at risk an annual value based upon annual reported performance metrics?</p>	The minimum amounts listed are based on the frequency which the guarantee is measured. Some guarantees are measured quarterly and some are measured annually.
<p>3 Regarding Q3.7, can you also tell us the credentials of who provides these trainings for the state today?</p>	The training content is written by professional trainers who hold advanced degrees in communications, adult learning, training and development or organizational behavior. These facilitators include counselors, professional trainers and financial experts.
<p>4 Regarding Q3.10, is WorkLife included in your current EAP and EAP rate with ComPsych today? If so, please describe the services your members are receiving.</p>	FamilySource Referral and Resources: Unlimited work-life assistance for child care, adoption, education, elder care, pet care and personal convenience needs. <a href="https://www.compsych.com/services/work-life-services.html">https://www.compsych.com/services/work-life-services.html</a>
<p>5 Regarding Q4.1, please clarify what is meant by "EAP Counselors". Would these be providers in our network, vendor telephonic specialists, or vendor onsite support?</p>	Vendor telephonic specialists for intake.

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6	Regarding Q4.2, this question requests two assigned implementation contacts. Would one Implementation Project Manager be sufficient?	MCHCP is asking for a primary implementation contact as well as a secondary person that can be contacted if the primary person is unavailable.
7	Regarding Q5.2, is appointment scheduling a current function of the EAP today? If so, what does the appointment scheduling process look like?	Appointment scheduling is offered today. Appointments for counseling are facilitated by intake personnel.
8	Regarding Question 7.2, please provide information on what is currently included in the EAP reporting package today.	Please propose the reporting package that your company can offer.
9	Regarding Q10.5, what is the breakdown of English vs. non-English speaking members among employees and dependents?	A count is not available. Requests for translation services are rare.
10	Regarding Section 13, please clarify whether the PEPM portion of the 'Minimum amount at risk' requested for each Performance Guarantee (per the Questionnaire) applies to each metric, or applies to the entire Performance Guarantee offering (i.e. does each metric have \$0.10 PEPM – totaling \$1.50 PEPM for the 15 metrics requested – plus the specific dollar amount at risk, or is \$0.10 PEPM at risk for the entire performance guarantee offering plus the specific dollar amount for each respective metric)	The minimum amount at risk for each metric is \$0.10 PEPM plus the specific dollar amount.
11	Regarding Q13.5, by "responded to", do you mean solved or that we let you know we are working on it and give you our game plan and estimated time of resolution?	This means that the account team is responsive and is communicating resolution with the member and/or internal MCHCP team.
12	Regarding Q13.6, please define "reasonable time".	We are using the dictionary definition of reasonable.
13	Regarding Q13.12, will points be lost if this is not applicable to our EAP? Our referrals are given at the time a member contacts so this may not apply.	If 95% of the referrals are made within 3 days the metric will be met.
14	Regarding Q13.13, we give an authorization. The member then makes an appointment so may not be in our control. Are we able to substitute a different PG, such as overall penetration rate?	The questionnaire provides for each guarantee outlined that you may respond that you will or will not guarantee the standard. Bidders are able to propose additional or modified guarantees.
15	Regarding Q13.14, would the state accept a survey "satisfaction with response time" instead of what is written in the PG now?	The questionnaire provides for each guarantee outlined that you may respond that you will or will not guarantee the standard. Bidders are able to propose additional or modified guarantees.

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**Mandatory Contract Provisions Questionnaire**

<b>Mandatory Contract Provisions Questionnaire</b>		<b>Response</b>
1	Regarding Mandatory Contract Provisions Item 1.21 Offshore services, please confirm if the following explanation meets the requirement? All of our EAP services are performed in the US and all EAP personnel and database services are within the United States. There are some back-end IT contractors who do coding and other IT tasks who are offshore, but these contractors have no access to EAP members' confidential PHI.	Off shore services refers to all EAP services which are to be required to be performed under the contract.

**Exhibit A-7 Sample Contract**

<b>Exhibit A-7 Sample Contract</b>		<b>Response</b>
1	Regarding Section 3.2 Payments of the Sample Contract, please confirm electronic payment can be completed via ACH. If not via ACH, what type of electronic payment is submitted to the EAP vendor?	Confirmed, it can be completed via ACH.
2	Regarding Section 5.6.2, please confirm the incumbent vendor's phone carrier and any known fees to transfer the toll-free phone number.	The toll-free number is owned by MCHCP.
3	Regarding Section 5.8, please confirm the state's vendors for dental, vision, wellness, medical and behavioral health services.	Dental - MetLife Vision - National Vision Administrators Wellness - In-house Medical - Anthem Behavioral Health - included in medical
4	Regarding Section 5.11, please provide current utilization and/or referrals to financial and legal resources.	Please refer to Attachment 7 for additional data.
5	Regarding Section 5.15, is the intent of the trainings to review the EAP offering and how to use the EAP services?	Yes, that is correct. The content can consist of a general EAP overview of services or more focused content such as Dealing with a Pandemic.
6	Regarding Section 5.16, how many locations are included in the onsite health fairs? Will these all be onsite or are some virtual? Please provide the approximate timeframe when health fairs take place.	Health Fairs have historically been onsite. Locations are all over Missouri. Health Fairs are requests from different state agencies at will.
7	Regarding Section 5.17.2, what would the targeted goal be for a reduced amount?	There is not a targeted goal for a reduced amount.
8	Regarding Section 5.17.3, will the state provide home addresses or will the vendor be required to maintain a list?	Home address is included in the eligibility file sent to the vendor.
9	Regarding Section 5.18.2, please define "changes".	We are using the dictionary definition of changes.

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10	Regarding Section 5.6 related to customer service, this section does not indicate the level of credential of staff that need to answer calls. Under offices and staff it references a centralized referral call center that must be based in the United States and be staffed by licensed mental clinicians, 24 hours a day, 7 days a week. Could you clarify your expectation of the call center model? Is there a difference between the customer service functions vs. the licensed clinicians? Would it be acceptable to have the calls answered by a bachelor level staff who can assess and refer to services while also having masters level and licensed staff who are available should a risk situation require assistance from this level of staff? In addition, do you require a dedicated team that only works on your account or would you accept a call center model that services our book of business?	Please propose the model that your company can offer.
11	Regarding Section 5.18, our assumption is that MCHCP is requesting they are notified within 10 days of our quarterly reporting of provider access. Please confirm.	Not confirmed. MCHCP is requesting notice 10 days from the point of geographic access change.
12	Regarding Section 5.6, please describe the structure, staff qualifications and the role played by the Customer Service team. Is this team separate and apart from the intake team in place today? Are you looking for a dedicated customer service team and a dedicated clinical team? Please expand in detail if possible.	Please propose the model that your company can offer.
13	Regarding Section 5.9, how many mandated cases have you had for each of the past three years? How many DOT cases for the last three years?	Please refer to Attachment 7 for additional data.
14	Regarding Sections 5.10-5.12, please provide the utilization in each of these service areas for the past three years.	Please refer to Attachment 7 for additional data.

**Exhibit B - Scope of Work**

**Response**

1	Regarding Exhibit B, Section B9.2, how frequently do these meetings take place in person at MCHCP's office? Where are the meetings held?	Typically meetings take place quarterly and then as needed. Meetings are held in person at MCHCP or virtually.
2	Since EAP services are accessed via group level login as opposed to member level login, would a direct link be acceptable for Scope of Work, Section B10.4? If not, please further describe the SSO request as member level login is not acceptable for EAP website access.	Please propose the model that your company can offer.
3	Regarding Exhibit B, Section B2.2.4, are virtual visits considered a face-to-face option?	Virtual visits can be considered face-to-face if they have that component as part of the virtual visit.
4	Regarding Exhibit B, Section B2.2.5, please clarify this requirement: The chosen vendor must refer the eligible member to a local clinician within 3 days of a request by the member.	Within 3 days of a request by a eligible member, the vendor must refer to a local mental health clinician.

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5	Regarding Exhibit B, Section B9.2, how long is a standard health fair (i.e., how many health fairs would 49 hours accommodate)?	Typically Health Fairs are a half or full day.
6	Regarding Exhibit B, Section B3.5, how would the satisfaction survey be distributed (i.e., email, phone, etc.)? What is the random sample size used today?	Please propose the model that your company can offer.
7	Regarding Exhibit B, Section B3.6, can you send us pictures of the current communication materials being used as well as the content included as outlined in B3.7? Also, if we use digital and internet based communication content and delivery methods, how much can we reduce the 3,000 posters and supervisor handbooks being requested?	Please provide examples of the materials that your company can offer. The reduced need for posters and supervisor handbooks will be based on need.
8	Regarding Exhibit B, Section B3.6, what are the community resources available to the member that you need us to connect with on their behalf?	Community based mental health resources in the geographic area of the member.
9	Regarding Section 2.8, please clarify who the trainers are that would be trained during these sessions and what the content would consist of.	Trainers are typically HR, Payrep and Supervisor personnel. The content can consist of a general EAP overview of services or more focused content such as Dealing with a Pandemic.

**Minimum Bidder Requirements**

**Response**

1	Offices and Staff: It is stated in this section that the centralized call center must be staffed by licensed mental health clinicians 24/7. Would the state accept a mix of masters-level clinicians and licensed clinicians?	Please provide the model that your company can offer.
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**Introduction and Instructions**

**Response**

1	In the Introduction section there is an overview of the departments also eligible to accept the EAP. Please clarify if “has elected to utilize the incumbent contract for its EAP services” means they will remain with the current vendor or that they will move with the current contract up for bid.	The current contract has expired necessitating the need for bid. MoDOT, MSHP, and MDC will have the option of participating in the new contract. In the past, they have chosen to participate in MCHCP's EAP contract.
2	Is the State requesting a dedicated account manager? What is the time commitment of the current account manager? Is it your preference that the account manager live in Missouri?	MCHCP requests a dedicated account manager. MCHCP does not know the time commitment of the current account manager devoted to MCHCP as compared to other clients. MCHCP does not require the account manager live in Missouri.
3	What is the actual pricing calculation used to determine the number of points awarded to each vendor?	The bidder with the lowest overall cost will receive the total financial points available (500 points). Other bidders' points will be pro-rated.

**Attachment 7 - Additional Utilization Data  
Missouri Consolidated Health Care Plan**

	2018	2019	2020
<b>Access to Services</b>			
<b>Telephone/Email Access</b>			
EAP	4,971	5,295	4,621
FamilySource	134	137	65
FinancialConnect	156	171	89
IDResources	1		
LegalConnect	659	673	494
<b>Online Access</b>			
EAP	2,788	3,074	3,047
FamilySource	2,936	2,462	1,623
FinancialConnect	1,678	1,468	818
GlobalConnect	25	29	5
Health & Wellness	1,235	1,587	862
Health Care Navigation	317	250	121
LegalConnect	4,091	3,043	2,288
<b>Combined Access</b>			
EAP	7,759	8,369	7,668
FamilySource	3,070	2,599	1,688
FinancialConnect	1,834	1,639	907
GlobalConnect	25	29	5
Health & Wellness	1,235	1,587	862
Health Care Navigation	317	250	121
IDResources	1		
LegalConnect	4,750	3,716	2,782
<b>Additional EAP Services</b>			
Critical Incident Debriefing Sessions	37	25	37
Critical Incident Debriefing Event Participants	227	160	145
Training Sessions	51	28	24
Training Session Participants	1,114	659	851
Health Fair Events	1	9	0
<b>Case Closure (only EAP cases)</b>			
Resolved within EAP	4,688	4,994	2,302
Referred to benefits resource (Inpatient)	6	3	2
Referred to benefits resource (Outpatient)	197	192	162

## Attachment 7 - Additional Utilization Data

### Missouri Department of Transportation and Missouri State Highway Patrol

	2018	2019	2020
<b>Access to Services</b>			
<b>Telephone/Email Access</b>			
EAP	278	272	242
FamilySource	8	1	1
FinancialConnect	12	13	4
IDResources			
LegalConnect	52	42	41
<b>Online Access</b>			
EAP	112	176	179
FamilySource	166	99	97
FinancialConnect	78	66	73
GlobalConnect	0	1	0
Health & Wellness	43	80	48
Health Care Navigation	23	14	7
LegalConnect	238	94	104
<b>Combined Access</b>			
EAP	390	448	421
FamilySource	174	100	98
FinancialConnect	90	79	77
GlobalConnect	0	1	0
Health & Wellness	43	80	48
Health Care Navigation	23	14	7
IDResources			
LegalConnect	290	136	145
<b>Additional EAP Services</b>			
Critical Incident Debriefing Sessions	3	3	3
Critical Incident Debriefing Event Participants	18	33	36
Training Sessions	7	4	13
Training Session Participants	241	138	544
Health Fair Events	0	4	0
<b>Case Closure (only EAP cases)</b>			
Resolved within EAP	262	260	124
Referred to benefits resource (Inpatient)	1	0	
Referred to benefits resource (Outpatient)	13	8	6

**Attachment 7 - Additional Utilization Data  
Missouri Department of Conservation**

	2018	2019	2020
<b>Access to Services</b>			
<b>Telephone/Email Access</b>			
EAP	85	112	116
FamilySource	4	5	0
FinancialConnect	0	2	2
IDResources			
LegalConnect	8	21	5
<b>Online Access</b>			
EAP	54	70	55
FamilySource	96	120	48
FinancialConnect	42	43	7
GlobalConnect	1	2	2
Health & Wellness	14	22	34
Health Care Navigation	2	5	2
LegalConnect	125	125	52
<b>Combined Access</b>			
EAP	139	182	171
FamilySource	100	125	48
FinancialConnect	42	45	9
GlobalConnect	1	2	2
Health & Wellness	14	22	34
Health Care Navigation	2	5	2
IDResources			
LegalConnect	133	146	57
<b>Additional EAP Services</b>			
Critical Incident Debriefing Sessions	1	1	1
Critical Incident Debriefing Event Participants	0	19	25
Training Sessions	4	5	4
Training Session Participants	145	63	127
Health Fair Events			
<b>Case Closure (only EAP cases)</b>			
Resolved within EAP	80	107	55
Referred to benefits resource (Inpatient)			
Referred to benefits resource (Outpatient)	5	5	5

**Missouri Consolidated Health Care Plan  
Responses to Vendor Questions  
2022 Employee Assistance Program RFP  
March 25, 2021**

This response is provided by MCHCP to a question received from a potential bidder for the 2022 Employee Assistance Program RFP.

**Questionnaire**

<p>1 Question 8.6 reads "Confirm the provider network proposed will satisfy the access standard of 90 percent of MCHCP members within 25 miles of one provider who is accepting new patients throughout the term of the contract for all Missouri counties excluding those listed in Q8.2." But Q8.7, Q8.8, and Q8.9 reads "Confirm the provider network proposed will satisfy the access standard of 90 percent of MoDOT/MSHP/MDC employees within 25 miles of five providers accepting new patients throughout the term of the contract for the Missouri counties listed in Q8.3." You have already asked for 5 providers within 25 miles for the counties and St. Louis in the previous questions. So why would you ask for 5 providers again? It seems that Q8.7, Q8.8 and Q8.9 should be 1 provider within 25 miles just like Q8.6. Can you share if there is a mistake in Questions 8.7, 8.8 and 8.9?</p>	<p>We will not be adjusting the questionnaire at this time. Please answer the questions as presented. If additional information is needed, it will be requested during the finalist process.</p>
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**Missouri Consolidated Health Care Plan  
Responses to Vendor Questions  
2022 Employee Assistance Program RFP  
March 31, 2021**

This response is provided by MCHCP to a question received from a potential bidder for the 2022 Employee Assistance Program RFP.

**Questionnaire**

1	It appears that demographic files 5 and 6 contain employee and dependent data. Can you confirm the network analysis should only use the employee data (on 5: EMP and on 6: ACTIVE)?	As stated on Attachment 1 and Questions 8.3-8.5, bidders should use Relation=1 when preparing all network analyses.
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