



February 16, 2018

TO: Invited Vendors

FROM: Judith Muck, Executive Director

RE: Request for Proposal for Vision Services

Missouri Consolidated Health Care Plan (MCHCP) will be working with DirectPath, an online request for proposal (RFP) system, in the marketing of the 2019 MCHCP Vision RFP for a January 1, 2019 effective date. You are invited to submit a proposal for these services. We believe that you will find this RFP a great potential opportunity for your organization.

MCHCP is the employee health benefit program for most State of Missouri employees, retirees and their families. This contract provides for a voluntary, fully-insured vision program on a national basis to state members of MCHCP. Missouri Department of Transportation (MoDOT), Missouri State Highway Patrol (MSHP), and Missouri Department of Conservation (MDC) are included in MCHCP's procurement for this vision program.

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

Current State vision plan enrollment is over 37,000 subscribers (over 70,000 lives). MCHCP's total health plan enrollment is over 53,500 subscribers (over 96,000 lives). MoDOT covers approximately 4,800 employees (over 12,000 lives), MSHP covers approximately 2,200 employees (6,000 lives), and MDC has approximately 1,400 employees (3,600 lives).

Current public entity vision enrollment is approximately 570 subscribers (920 lives). Total public entity health plan enrollment is nearly 800 subscribers (over 1,000 total lives).

The term of the contract will be one year with an additional four (4) one-year renewal options available at the sole option of the MCHCP Board of Trustees. Bidders are required to provide guaranteed pricing for the plan year beginning January 1, 2019, with not-to-exceed pricing for plan years beginning January 1 of 2020 and 2021. Pricing for plan years beginning January 1 of 2022 and 2023 will be negotiated.

Current Contract

MCHCP's current contract with National Vision Administrators (NVA) will expire on 12/31/18. MCHCP reserves the right to award multiple contracts from this RFP.

Minimum Bidder Requirements

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

- Licensing – The bidder must hold a certificate of authority to do business in the State of Missouri and be in good standing with the office of the Missouri Secretary of State and the Missouri

Department of Insurance, Financial Institutions and Professional Registration (DIFP). MCHCP requires the contractor to comply with all state and federal laws, rules and regulations affecting their conduct of business on their own behalf and on behalf of a covered entity such as MCHCP.

- Data Transfer – Bidder shall agree to provide claim-level data electronically to MCHCP or designated data vendor (currently Truven Health Analytics) on a monthly basis. Bidders may be required to demonstrate the ability to provide such data before a contract award is made.
- Size and Experience – The bidder must currently provide vision coverage to employers that have at least 250,000 covered lives combined and have at least one (1) client with 50,000 covered lives. The bidder must be willing to disclose the name of the large employer client if requested. The bidder must have been in operation and performing the services requested in this RFP for a minimum of five (5) years,
- Network – Bidders must offer a contracted vision provider network capable of delivering benefits as described in the stated plan designs. MCHCP requires a broad network that provides national coverage.
- Contract – Bidders shall not link nor attempt to link (unless permitted by this RFP), the award of this contract to any other bids, products or contracts. Any bid proposal containing any contingency based upon MCHCP's actual or potential awards of contracts, whether or not related specifically to this RFP, or containing pricing contingencies, shall result in such bid proposal being rejected for non-responsiveness and non-compliance with this RFP.
- Rates – Bidders shall not be permitted to alter their rate or fees after submission except with agreement by MCHCP.
- Timely Submission – All deadlines outlined are necessary to meet the timeline for this contract award. MCHCP may reject any submissions after respective deadlines have passed. All bidder documents and complete proposals must be received by the proposal deadline of March 30, 2018, as outlined in the timeline of events for this RFP. Late proposals will not be accepted. MCHCP reserves the right to modify a deadline or extend a deadline for all bidders at its discretion.
- Plan Designs – Bidders must provide pricing for a base plan and premium plan design as described in the stated plan designs. Additional services and/or options may be offered as part of the entire plan design.

Intent to Bid

Once the RFP is released, bidders who are interested in submitting a proposal should complete the Intent to Bid (available as a response document within the DirectPath system). The Intent to Bid is due at 4 p.m. CT, Friday, March 9, 2018.

Use of DirectPath

During this RFP process you will find DirectPath's internet-based application offers an opportunity to streamline information exchange. We are confident your organization will find the process straight forward and user-friendly. DirectPath will be contacting you within the next two to three days to establish a contact person from your organization and to set up a training session, if necessary. To assist you in preparing for the online proposal process, we have outlined below some important information about this event.

General Instructions

Your proposal will be submitted over the Internet, through an anonymous online bidding process. DirectPath will assign a unique user name, which will allow you to view the information pertinent to the bidding process, submit response documents, communicate directly with MCHCP through the application's messaging component, and respond to our online questionnaires. In addition, DirectPath will provide a user guide with instructions for setting up your account.

You may wish to have other people in your organization access this online event to assist in the completion of the RFP. Each member of your response team must secure a unique username and password from DirectPath by way of a provider contact spreadsheet, e-mailed directly to you by DirectPath. There is no cost to use the DirectPath system.

System Training

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

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

Key Event Information

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

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

We look forward to working with you throughout this process.

Vision Plan Design	Network	Non-Network
Benefit		
Examination		
Basic Plan	\$10 copayment for annual exam; two annual exams covered for dependent children to age 18	Reimbursed up to \$45
Premium Plan	\$10 copayment for annual exam; two annual exams covered for dependent children to age 18	Reimbursed up to \$45
Lenses and Frames¹		
Lenses- single vision		
Basic Plan	\$25 copayment per pair	Reimbursed up to \$30 per pair
Premium Plan	\$25 copayment per pair	Reimbursed up to \$30 per pair
Lenses- bifocal		
Basic Plan	\$25 copayment per pair	Reimbursed up to \$50 per pair
Premium Plan	\$25 copayment per pair	Reimbursed up to \$50 per pair
Lenses- trifocal		
Basic Plan	\$25 copayment per pair	Reimbursed up to \$65 per pair
Premium Plan	\$25 copayment per pair	Reimbursed up to \$65 per pair
Lenses- lenticular		
Basic Plan Network	\$25 copayment per pair	Reimbursed up to \$100 per pair
Premium Plan Network	\$25 copayment per pair	Reimbursed up to \$100 per pair
Polycarbonate		
Basic Plan	\$25 copayment per pair; applies to dependent children only	Not covered
Premium Plan	\$25 copayment per pair; applies to dependent children only	Not covered
Anti-Reflective Coating		
Basic Plan	Discount applied to all lens options	Cosmetic extras not covered
Premium Plan	\$30 copayment per pair	Cosmetic extras not covered
Progressive mulit-focal		
Basic Plan	Discount applied to all lens options	Cosmetic extras not covered
Premium Plan	\$50 copayment per pair	Cosmetic extras not covered
Frames		
Basic Plan	Once every two calendar years for adults; once every 12 months for dependent children to age 18; \$25 copayment (up to \$125 + 20% discount on any out-of-pocket costs). One \$25 copayment for lenses and frames when purchased together.	Reimbursed up to \$70

Premium Plan	Once every 24 months for adults; once every 12 months for dependent children to age 18; \$25 copayment (up to \$175 + 20% discount on any out-of-pocket costs). One \$25 copayment for lenses and frames when purchased together.	Reimbursed up to \$70
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Contact Lenses²

Elective lenses

Basic Plan	\$10 copayment for exam. Up to \$125 retail allowance for contact lenses and 15% discount off conventional or 10% discount off disposable remaining balance	Reimbursed up to \$45 for exam. Contact lenses, evaluation, design and fitting reimbursed up to \$105
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Premium Plan	\$10 copayment for exam. Up to \$175 retail allowance for contact lenses and 15% discount off conventional or 10% discount off disposable remaining balance	Reimbursed up to \$45 for exam. Contact lenses, evaluation, design and fitting reimbursed up to \$105
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Medically Necessary

Basic Plan	\$10 copayment for exam. Additional costs covered at 100% with prior approval	Reimbursed up to \$45 for exam. Contact lenses, evaluation, design and fitting reimbursed up to \$210
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Premium Plan	\$10 copayment for exam. Additional costs covered at 100%	Reimbursed up to \$45 for exam. Contact lenses, evaluation, design and fitting reimbursed up to \$210
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Fitting and Evaluation

Basic Plan	\$20 copayment for daily contact lenses; \$30 copayment for extended contact lenses; \$50 copayment for specialty contact lenses	Reimbursed up to: \$20 for daily contact lenses; \$30 for extended contact lenses; \$30 for specialty contact lenses
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Premium Plan	\$20 copayment for daily contact lenses; \$30 copayment for extended contact lenses; \$50 copayment for specialty contact lenses	Reimbursed up to: \$20 for daily contact lenses; \$30 for extended contact lenses; \$30 for specialty contact lenses
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Corrective Laser Surgery

PRK

Basic Plan	Maximum amount paid by member is \$1,500 per eye	Not covered
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Premium Plan	Maximum amount paid by member is \$1,500 per eye	Not covered
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LASIK

Basic Plan	Maximum amount paid by member is \$1,800 per eye	Not covered
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Premium Plan	Maximum amount paid by member is \$1,800 per eye	Not covered
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Custom LASIK

Basic Plan	Maximum amount paid by member is \$2,300 per eye	Not covered
Premium Plan	Maximum amount paid by member is \$2,300 per eye	Not covered

Other

Cosmetic

Basic Plan Network	Discount applied to all lens options	Cosmetic extras not covered
Premium Plan Network	Discount applied to all lens options	Cosmetic extras not covered

¹ Once very 12 months

² Once every 12 months in lieu of eye glass lenses

2019 MCHCP Vision RFP Pricing

Instructions

	Notes
Instructions	
Premium	Bidders must propose a firm, fixed monthly premium for CY2019 and not-to-exceed monthly premiums for CY2020 and CY2021 for State and Public Entity employees/retirees. Bidders must also submit pricing for both plan designs.
Sole Contractor	Bidders must use the worksheets labeled "Sole Contractor" to indicate premiums if only one contract is awarded.
Multiple Contractors	Bidders must use the worksheets labeled "Multiple Contractors" to indicate premiums if more than one contract is awarded.
Renewal	Renewal pricing for future contract years is due no later than May 15 of the prior year.
COBRA	For each COBRA participant, the additional 2 percent of total monthly premium will be retained by MCHCP.
Supplemental Pricing	Bidders may use Supplemental Pricing for any optional services that are not included in the premium. Optional services that could be listed include an on-line reporting utility, ID card customization costs, etc. Include the basis for payment (PEPM, one-
Supplemental Pricing	Any increases in supplemental pricing for future years should be included in the Basis for Payment column.

State Rates - Sole Contractor

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

State Rates - Multiple Contractors

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

Public Entity Rates - Sole Contractor

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

Public Entity Rates - Multiple Contractors

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

Supplemental Pricing

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

Exhibit A-1

Intent to Bid – 2019 MCHCP Vision RFP

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

Please complete this form following the steps listed below:

- 1) Fill this form out electronically and sign it with your electronic signature.
 - 2) Upload the completed document to the Response Documents area of the RFP no later than Friday, March 9, 2018 at 4 p.m. CT (5 p.m. ET).
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Minimum Bidder Requirements

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

- Licensing – The bidder must hold a certificate of authority to do business in the State of Missouri and be in good standing with the office of the Missouri Secretary of State and the Missouri Department of Insurance, Financial Institutions and Professional Registration (DIFP). MCHCP requires the contractor to comply with all state and federal laws, rules and regulations affecting their conduct of business on their own behalf and on behalf of a covered entity such as MCHCP.
- Data Transfer – Bidder shall agree to provide claim-level data electronically to MCHCP or designated data vendor (currently Truven Health Analytics) on a monthly basis. Bidders may be required to demonstrate the ability to provide such data before a contract award is made.
- Size and Experience – The bidder must currently provide vision coverage to employers that have at least 250,000 covered lives combined and have at least one (1) client with 50,000 covered lives. The bidder must be willing to disclose the name of the large employer client if requested. The bidder must have been in operation and performing the services requested in this RFP for a minimum of five (5) years,
- Network – Bidders must offer a contracted vision provider network capable of delivering benefits as described in the stated plan designs. MCHCP requires a broad network that provides national coverage.
- Contract – Bidders shall not link nor attempt to link (unless permitted by this RFP), the award of this contract to any other bids, products or contracts. Any bid proposal containing any contingency based upon MCHCP's actual or potential awards of contracts, whether or not related specifically to this RFP, or containing pricing contingencies, shall result in such bid proposal being rejected for non-responsiveness and non-compliance with this RFP.
- Rates – Bidders shall not be permitted to alter their rate or fees after submission except with agreement by MCHCP.
- Timely Submission – All deadlines outlined are necessary to meet the timeline for this contract award. MCHCP may reject any submissions after respective deadlines have passed. All bidder documents and complete proposals must be received by the proposal

deadline of March 30, 2018, as outlined in the timeline of events for this RFP. Late proposals will not be accepted. MCHCP reserves the right to modify a deadline or extend a deadline for all bidders at its discretion.

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

This form will serve as confirmation that our organization has received the 2019 MCHCP Vision RFP.

☐ We intend to submit a complete proposal.

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

Name of Organization

Signature of Plan Representative

Title of Plan Representative

Date

EXHIBIT A-2

LIMITED DATA USE AGREEMENT

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

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

Name of Custodian:

Name of Company:

Street Address:

City, State and Zip Code:

Phone Number w/ Area Code:

E-mail Address:

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

HIPAA if used or disclosed in like manner by MCHCP. MCHCP's claims files are used solely for the following:

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

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

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

11. The User agrees that no findings, listing, or information derived from the file(s) specified in section 6, with or without identifiers, may be released if such findings, listing, or information contain any combination of data elements that might allow the deduction of a MCHCP member's identification (Examples of such data elements include, but are not limited to, address, zip code, sex, age, , etc.) The User agrees further that MCHCP shall be the sole judge as to whether any finding, listing, or information, or any combination of data extracted or derived from MCHCP's files identifies or reasonably could identify an individual or to deduce the identity of an individual.
12. The User agrees that the User shall make no attempt to link records included in the file(s) specified in section 6 to any other identifiable source of information or attempt to identify the information or individual(s) contained in the data. This includes attempts to link to other MCHCP data files. In addition, the User agrees not to contact the individual(s) who are the subject of the data covered by this Agreement.
13. The User understands and agrees that it may not reuse original or derivative data file(s) without prior written approval from MCHCP's Executive Director.
14. The User agrees to immediately report to MCHCP any use or disclosure of PHI not authorized or provided for by this Agreement in accordance with the notice provisions prescribed in this Section 14.
 - 14.1 The notice shall be delivered to, and confirmed received by, MCHCP without unreasonable delay, but in any event no later than three (3) business days of the User's first discovery, meaning the first day on which such unauthorized use or disclosure is known to the User, or by exercising reasonable diligence, would have been known to the User, of the unauthorized use or disclosure.
 - 14.2 The notice shall be in writing and shall include a complete description of the unauthorized use or disclosure, and if applicable, a list of affected individuals and a copy of the template breach notification letter to be sent to affected individuals.
15. The User agrees that in the event MCHCP determines or has a reasonable belief that the User has made or may have used or disclosed the aforesaid file(s) that is not authorized by this Agreement, or other written authorization from MCHCP's Executive Director, MCHCP in its sole discretion may require the User to: (a) promptly investigate and report to MCHCP the User's determinations regarding any alleged or actual unauthorized use or disclosure, (b) promptly resolve any problems identified by the investigation; (c) if requested by MCHCP, submit a formal written response to an allegation of unauthorized use or disclosure; (d) if requested by MCHCP, submit a corrective action plan with steps designed to prevent any future unauthorized uses or disclosures; and (e) if requested by MCHCP, destroy or return data files to MCHCP immediately. The User understands that as a result of MCHCP's determination or reasonable belief that unauthorized uses or disclosures have taken place, MCHCP may refuse to release further MCHCP data to the User for a period of time to be determined by MCHCP. Further, the User agrees that MCHCP may report the problem to the Secretary of HHS.
16. The User agrees to assume all costs and responsibilities associated with any breach, as defined in the HIPAA breach notification provisions, of any protected health information obtained from MCHCP's demographic file caused by the User organization. Such costs and responsibilities include: determining if and when a breach has occurred, however, all final decisions involving questions of a breach shall be made by MCHCP; investigating the circumstances surrounding any possible incident of breach; providing on behalf of MCHCP all notifications legally

required of a covered entity in accordance with HIPAA breach notification laws and regulations; paying for the reasonable and actual costs associated with such notifications; The User further agrees to indemnify and hold MCHCP harmless from any and all penalties or damages associated with any breach caused by the User organization.

17. The User hereby acknowledges the criminal and civil penalties for violations under HIPAA. If User is a covered entity under HIPAA, its receipt of MCHCP's limited data set and violation of this data use agreement may cause the User to be in noncompliance with the standards, implementation specifications, and requirements of 45 CFR § 164.514 (e).
18. By signing this Agreement, the User agrees to abide by all provisions set out in this Agreement for protection of the data file specified in section 6, and acknowledges having received notice of potential criminal and civil penalties for violation of the terms of the Agreement.
19. On behalf of the User, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein. This Agreement shall be effective upon signature by both parties. The duration of this Agreement is one year from the effective date. The User also acknowledges that this Agreement may be terminated at any time with the consent of both parties involved. Either party may independently terminate the Agreement upon written request to the other party, in which case the termination shall be effective 60 days after the date of the notice, or at a later date specified in the notice.

(Name/Title of Individual)

(State Agency/Organization)

(Street Address)

(City/State/ZIP Code)

(Phone Number Including Area Code)

(E-mail Address)

Signature

Date

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

Judith Muck, Executive Director
Missouri Consolidated Health Care Plan

Date

EXHIBIT A-3
BIDDER'S PROPOSED MODIFICATIONS TO THE RFP
2019 MCHCP VISION RFP

The bidder must utilize this document to clearly identify by subsection number any exceptions to the provisions of the Request for Proposal (RFP) and include an explanation as to why the bidder cannot comply with the specific provision. Any desired modifications should be kept as succinct and brief as possible. **Failure to confirm acceptance of the mandatory contract provisions will result in the bidder being eliminated from further consideration as its proposal will be considered non-compliant.**

Any modification proposed shall be deemed accepted as a modification of the RFP if and only if this proposed modification exhibit is countersigned by an authorized MCHCP representative on or before the effective date of the contract awarded under this RFP.

Name/Title of Individual

Organization

Signature

Date

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

Executive Director
Missouri Consolidated Health Care Plan

Date

Exhibit A-4
Confirmation Document
2019 MCHCP Vision RFP

Please complete this form following the steps listed below:

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

☐ Yes

☐ No

-
- 2) Bidders are required to submit a firm, fixed price for CY2019 and not-to-exceed prices for CY2020 and CY2021. Prices will be subject to best and final offer which may result from subsequent negotiation. Pricing for 2022 and 2023 will be negotiated. You are advised to review all proposal submission requirements stated in the original RFP and in any amendments, thereto. Confirm that you hereby agree to provide the services and/or items at the prices quoted, pursuant to the requirements of the RFP, including any and all RFP amendments.

☐ Yes

☐ No

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

Name/Title of Individual

Organization

Signature

Date

EXHIBIT A-5

**CONTRACTOR CERTIFICATION
OF COMPLIANCE WITH FEDERAL EMPLOYMENT LAWS
2019 MCHCP VISION RFP**

_____ (hereafter referred to as “Contractor”) hereby certifies that all of Contractor’s employees and its subcontractors’ employees assigned to perform services for Missouri Consolidated Health Care Plan (“MCHCP”) and/or its members are eligible to work in the United States in accordance with federal law.

Contractor acknowledges that MCHCP is entitled to receive all requested information, records, books, forms, and any other documentation (“requested data”) in order to determine if Contractor is in compliance with federal law concerning eligibility to work in the United States and to verify the accuracy of such requested data. Contractor further agrees to fully cooperate with MCHCP in its audit of such subject matter.

Contractor also hereby acknowledges that MCHCP may declare Contractor has breached its Contract if MCHCP has reasonable cause to believe that Contractor or its subcontractors knowingly employed individuals not eligible to work in the United States. MCHCP may then lawfully and immediately terminate its Contract with Contractor without any penalty to MCHCP and may suspend or debar Contractor from doing any further business with MCHCP.

THE UNDERSIGNED PERSON REPRESENTS AND WARRANTS THAT HE/SHE IS DULY AUTHORIZED TO SIGN THIS DOCUMENT AND BIND THE CONTRACTOR TO SUCH CERTIFICATION.

Name/Title of Individual

Organization

Signature

Date

Exhibit A-6

Documentation of Intent to Participate 2019 MCHCP Vision RFP

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

~ Copy This Form For Each Organization Proposed ~

Bidder Name: _____

This Section To Be Completed by Participating Organization:

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

Name of Organization: _____

(Name of MBE, WBE)

Contact Name: _____

Email: _____

Address: _____

Phone #: _____

City: _____

Fax #: _____

State/Zip: _____

Certification

Type of Organization
(MBE or WBE): _____

Certification
Expiration
Date: _____

(or attach copy of
certification)

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

Authorized Signature:

*Authorized Signature of Participating Organization
(MBE, WBE)*

*Date
(Dated no earlier than
the RFP issuance
date)*

Exhibit A-7
Provider Match
Instructions

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

1. Bidders should complete both the State and Public Entity tab, indicating in Column H whether the provider is currently participating in your proposed network. Complete the Participating Provider column based upon contracts that are in place as of March 1, 2018. Do not enter the status based upon future contracts.
2. Upload the completed document to DirectPath no later than Friday, March 30, 2018.

Exhibit A-8

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

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

This Contract is entered into by and between Missouri Consolidated Health Care Plan ("MCHCP") and _____ (hereinafter "VENDOR" or "Contractor") for the express purpose of providing fully insured vision plan(s) for State and Public Entity members pursuant to MCHCP's 2019 Vision RFP released March 5, 2018 (hereinafter "RFP").

1. GENERAL TERMS AND CONDITIONS

1.1 Term of Contract and Costs of Services: The term of this Contract is for a period of one (1) year from January 1, 2019 through December 31, 2019. This Contract may be renewed for four (4) additional one-year periods at the sole option of the MCHCP Board of Trustees. The submitted pricing arrangement for the first year (January 1 - December 31, 2019) is a firm, fixed price. The submitted prices for the subsequent (2nd – 3rd) years of the contract period (January 1 - December 31, 2020, January 1 - December 31, 2021, are guaranteed not-to-exceed maximum prices and are subject to negotiation. Pricing for the one-year renewal periods are due to MCHCP by May 15 for the following year's renewal. All prices are subject to best and final offer which may result from subsequent negotiation.

1.2 Contract Documents: This Contract and following documents, attached hereto and hereby incorporated herein by reference as if fully set forth herein, constitute the full and complete Contract and, in the event of conflict in terms of language among the documents, shall be given precedence in the following order:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2 VENDOR's Obligations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3 MCHCP'S OBLIGATIONS

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

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

- Coordination of open enrollment period; and
- Administration of COBRA regulations.

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

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

4 RECORDS RETENTION, ACCESS, AUDIT, AND FINANCIAL COMPLIANCE

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

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

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

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

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

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

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

5 Scope of Work

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

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

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

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

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

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

5.7 Account Management: VENDOR shall establish and maintain throughout the term of the contract an account management team that will work directly with MCHCP staff. This team must include, but is not limited to, a dedicated account executive, a customer service manager, clinical advisor, a person responsible for preparing the reports and an information technology representative. Approval of the account management team rests with MCHCP. The account executive and service representative(s) will deal directly with MCHCP's benefit administration staff. The account management team must:

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

5.7.2 Be extremely responsive.

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

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

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

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

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

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

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

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

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

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

5.11 Written Communications: VENDOR shall agree that MCHCP reserves the right to review and approve all written communications and marketing materials developed and used by VENDOR to communicate specifically with MCHCP members at any time during the contract period. This does not refer to items such as provider directories and plan-wide newsletters as long as they do not contain information on eligibility, enrollment, benefits, rates, etc., which MCHCP must review. Notwithstanding the foregoing, nothing herein prohibits contractor from communicating directly with members in the regular course of providing services under the contract (e.g., responding to member inquiries, etc.).

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

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

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

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

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

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

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

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

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

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

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

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

- Testing of eligibility file;
- Acceptable date for final eligibility file;
- ID card production and distribution;

- Enrollment kit printing
- Testing of claim file to data warehouse vendor

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

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

6 REPORTING

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

6.2 MCHCP reserves the right to retain a third party contractor (currently Truven Health Analytics®, part of the IBM Watson Health) to receive claims-level data from VENDOR and store the data on MCHCP's behalf. This includes a full claim file including, but not limited to all financial, demographic and utilization fields. The contractor agrees to cooperate with MCHCP's designated third party contractor in the fulfillment of VENDOR's duties under this contract, including the provision of data as specified without constraint on its use. VENDOR further agrees to:

- 6.2.1** Provide claims, person-level capitation and utilization data to MCHCP and/or MCHCP's data vendor in a format specified by MCHCP with the understanding that the data shall be owned by MCHCP;
- 6.2.2** Provide data in an electronic form and within a time frame specified by MCHCP;
- 6.2.3** Place no restraints on use of the data, provided MCHCP has in place procedures to protect the confidentiality of the data consistent with HIPAA requirements; and
- 6.2.4** This obligation continues for a period of one year following contract termination.

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

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

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

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

6.7 Acceptance of Reports and Damages for Late Reports: MCHCP will determine the acceptability of all reports submitted based upon timeliness, format and content. If reports are not deemed to be acceptable or have not been submitted as requested, the contractor will receive written notice to this effect and the applicable liquidated damages, as defined in Exhibit X, will be assessed.

7 CANCELLATION, TERMINATION OR EXPIRATION

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

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

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

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

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

7.6 Rights and Remedies: If this Contract is terminated, MCHCP, in addition to any other rights provided for in this Contract, may require VENDOR to deliver to MCHCP in the manner and to

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

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

Missouri Consolidated Health Care Plan

VENDOR

By: _____

By: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

EXHIBIT A-9 BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) between the Missouri Consolidated Health Care Plan (hereinafter “Covered Entity” or “MCHCP”) and **Vision Insurer**, (hereinafter “Business Associate”) is entered into as a result of the business relationship between the parties in connection with services requested and performed in accordance with the **RFP Name** (“RFP”) and under Contract #2019-VIS-01, as renewed and amended, (hereinafter the “Contract”).

This Agreement supersedes all other agreements, including any previous business associate agreements, between the parties with respect to the specific matters addressed herein. In the event the terms of this Agreement are contrary to or inconsistent with any provisions of the Contract or any other agreements between the parties, this Agreement shall prevail, subject in all respects to the Health Insurance Portability and Accountability Act of 1996, as amended (the “Act”), and the HIPAA Rules, as defined in Section 2.1 below.

1 Purpose.

The Contract is for fully insured vision insurance for state and public entity members.

The purpose of this Agreement is to comply with requirements of the Act and the implementing regulations enacted under the Act, 45 CFR Parts 160 - 164, as amended, to the extent such laws relate to the obligations of business associates, and to the extent such laws relate to obligations of MCHCP in connection with services performed by **Vision Insurer** for or on behalf of MCHCP under the Contract. This Agreement is required to allow the parties to lawfully perform their respective duties and maintain the business relationship described in the Contract.

2 Definitions.

2.1 For purposes of this Agreement:

“Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR § 160.103, and in reference to this Agreement, shall mean **Vision Insurer**.

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

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

2.2 Unless otherwise expressly stated in this Agreement, all words, terms, specifications, and requirements used or referenced in this Agreement which are defined in the HIPAA Rules shall have the same meanings as described in the HIPAA Rules, including but not limited to: breach; data aggregation; designated record set; disclose or disclosure; electronic media; electronic protected health information (“ePHI”); family member; genetic information; health care; health information; health care operations; individual; individually identifiable health information; marketing; minimum necessary; notice of privacy practices; person; protected health information (“PHI”); required by law; Secretary; security incident; standard; subcontractor; transaction; unsecured PHI; use; violation or violate; and workforce.

- 2.3 To the extent a term is defined in the Contract and this Agreement, the definition in this Agreement, subject in all material respects to the HIPAA Rules, shall govern.
- 2.4 Notwithstanding the forgoing, for ease of reference throughout this Agreement, Business Associate understands and agrees that wherever PHI is referenced in this Agreement, it shall be deemed to include all MCHCP-related PHI in any format or media including paper, recordings, electronic media, emails, and all forms of MCHCP-related ePHI in any data state, be it data in motion, data at rest, data in use, or otherwise.

3 Obligations and Activities of Business Associate.

- 3.1 Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as required by law.
- 3.2 Appropriate Safeguards. Business Associate agrees to implement, maintain, and use appropriate administrative, physical, and technical safeguards, and fully comply with all applicable standards, implementation specifications, and requirements of Subpart C of 45 CFR Part 164 with respect to ePHI, in order to: (i) ensure the confidentiality, integrity, and availability of ePHI created, received, maintained, or transmitted; (ii) protect against any reasonably anticipated threats or hazards to the security or integrity of such information; and (iii) protect against use or disclosure of ePHI by Business Associate, its workforce, and its subcontractors other than as provided for by this Agreement.
- 3.3 Subcontractors. Pursuant to §§ 164.308(b)(2) and 164.502(e)(1)(ii), Business Associate agrees it will not permit any subcontractors to create, receive, access, use, maintain, disclose, or transmit PHI in connection with, on behalf of, or under the direction of Business Associate in connection with performing its duties and obligations under the Contract unless and until Business Associate obtains satisfactory assurances in the form of a written contract or written agreement in accordance with §§ 164.504(e) and 164.314(a)(2) that the subcontractor(s) will appropriately safeguard PHI and in all respects comply with the same restrictions, conditions, and requirements applicable to Business Associate under the HIPAA Rules and this Agreement with respect to such information.

In addition to the forgoing, and in accordance with the Contract, Business Associate agrees it will not permit any subcontractor, or use any off-shore entity, to perform services under the Contract, including creation, use, storage, or transmission of PHI at any location(s) outside of the United States.

- 3.4 Reports to MCHCP. Business Associate agrees to report any use or disclosure of PHI not authorized or provided for by this Agreement, including breaches of unsecured PHI and any security incident involving MCHCP to MCHCP in accordance with the notice provisions prescribed in this Section 3.4. For purposes of the security incident reporting requirement, the term “security incident” shall not include inconsequential incidents that occur on a daily basis, such as scans, “pings,” or other unsuccessful attempts to penetrate computer networks or servers containing ePHI maintained or transmitted by Business Associate.
- 3.4.1 The notice shall be delivered to, and confirmed received by, MCHCP without unreasonable delay, but in any event no later than three (3) business days of Business Associate’s first discovery, as discovery is described under § 164.410, of the unauthorized use or disclosure, breach of unsecured PHI, or security incident.

3.4.2 The notice shall be in writing and sent to both of the following MCHCP workforce members and deemed delivered only upon personal confirmation, acknowledgement or receipt in any form, verbal or written, from one of the designated recipients:

- MCHCP's Privacy Officer → currently, Jennifer Stilabower, (573) 522-3242, Jennifer.Stilabower@mchcp.org, 832 Weathered Rock Court, Jefferson City, MO 65101
- MCHCP's Security Officer → currently, Bruce Lowe, (573) 526-3114, Bruce.Lowe@mchcp.org, 832 Weathered Rock Court, Jefferson City, MO 65101

If, and only if, Business Associate receives an email or voicemail response indicating neither of the intended MCHCP recipients are available and no designee(s) confirm receipt within eight (8) business hours on behalf of one or both of the above-named MCHCP Officers, Business Associate shall forward the written notice to their primary MCHCP contact with copies to the Privacy and Security Officers for documentation purposes.

3.4.3 The notice shall include to the fullest extent possible:

- a) a detailed description of what happened, including the date, time, and all facts and circumstances surrounding the unauthorized use or disclosure, breach of unsecured PHI, or security incident;
- b) the date, time, and circumstances surrounding when and how Business Associate first became aware of the unauthorized use or disclosure, breach of unsecured PHI, or security incident;
- c) identification of each individual whose PHI has been, or is reasonably believed by Business Associate to have been involved or otherwise subject to possible breach;
- d) a description of all types of PHI known or potentially believed to be involved or affected;
- e) identification of any and all unauthorized person(s) who had access to or used the PHI or to whom an unauthorized disclosure was made;
- f) all decisions and steps Business Associate has taken to date to investigate, assess risk, and mitigate harm to MCHCP and all potentially affected individuals;
- g) contact information, including name, position or title, phone number, email address, and physical work location of the individual(s) designated by Business Associate to act as MCHCP's primary contact for purposes of the notice triggering event(s);
- h) all corrective action steps Business Associate has taken or shall take to prevent future similar uses, disclosures, breaches, or incidents;
- i) if all investigatory, assessment, mitigation, or corrective action steps are not complete as of the date of the notice, Business Associate's best estimated timeframes for completing each planned but unfinished action step; and

- j) any action steps Business Associate believes affected or potentially affected individuals should take to protect themselves from potential harm resulting from the matter.

3.4.4 Business Associate agrees to cooperate with MCHCP during the course of Business Associate's investigation and risk assessment and to promptly and regularly update MCHCP in writing as supplemental information becomes available relating to any of the items addressed in the notice.

3.4.5 Business Associate further agrees to provide additional information upon and as reasonably requested by MCHCP; and to take any additional steps MCHCP reasonably deems necessary or advisable to comply with MCHCP's obligations as a covered entity under the HIPAA Rules.

3.4.6 Business Associate expressly acknowledges the presumption of breach with respect to any unauthorized acquisition, access, use, or disclosure of PHI, unless Business Associate is able to demonstrate otherwise in accordance with § 164.402(2), in which case, Business Associate agrees to fully document its assessment and all factors considered and provide MCHCP no later than ten (10) calendar days following Business Associate's discovery with its complete written risk assessment, conclusion reached, and all documentation supporting a conclusion that the unauthorized acquisition, access, use, or disclosure of PHI presents a low probability that PHI has been compromised.

3.4.7 The parties agree to work together in good faith, making every reasonable effort to reach consensus regarding whether a particular circumstance constitutes a breach or otherwise warrants notification, publication, or reporting to any affected individual, government body, or the public and also the appropriate means and content of any notification, publication, or report. Notwithstanding the foregoing, all final decisions involving questions of breach of PHI shall be made by MCHCP, including whether a breach has occurred, and any notification, publication, or public reporting required or reasonably advisable under the HIPAA Rules and MCHCP's Notice of Privacy Practices based on all objective and verifiable information provided to MCHCP by Business Associate under this Section 3.4

3.4.8 Business Associate agrees to bear all reasonable and actual costs associated with any notifications, publications, or public reports relating to breaches by Business Associate, any subcontractor of Business Associate, and any employee or workforce member of Business Associate and/or its subcontractors, as MCHCP deems necessary or advisable.

3.5 Confidential Communications. Business Associate agrees it will promptly implement and honor individual requests to receive PHI by alternative means or at an alternative location provided such request has been directed to and approved by MCHCP in accordance with § 164.522(b) applicable to covered entities. If Business Associate receives a request for confidential communications directly from an individual, Business Associate agrees to refer the individual, and promptly forward the individual's request, to MCHCP so that MCHCP can assess, accommodate, and coordinate reasonable requests of this nature in accordance with the HIPAA Rules and prepare a timely response to the individual.

3.6 Individual Access to PHI. If an individual requests access to PHI under § 164.524, Business Associate agrees it will make all PHI about the individual which Business Associate created or received for or from MCHCP that is in Business Associate's custody or control available in a designated record set to

MCHCP or, at MCHCP's direction, to the requesting individual or his or her authorized designee, in order to satisfy MCHCP's obligations as follows:

3.6.1 If Business Associate receives a request for individual PHI in a designated record set from MCHCP, Business Associate will provide the requested information to MCHCP within five (5) business days from the date of the request in a readily accessible and readable form and manner or as otherwise reasonably specified in the request.

3.6.2 If Business Associate receives a request for PHI in a designated record set directly from an individual current or former MCHCP member, Business Associate will require that the request be made in writing and will also promptly notify MCHCP that a request has been made verbally. If the individual submits a written request for PHI in a designated record set directly to Business Associate, no later than five (5) business days thereafter, Business Associate shall provide MCHCP with: (i) a copy of the individual's request to MCHCP for purposes of determining an appropriate response to the request; (ii) the designated record sets in Business Associate's custody or control that are subject to access by the requesting individual(s) requested in the form and format requested by the individual if it is readily producible in such form and format, or if not, in a readable hard copy form; and (iii) the titles of the persons or offices responsible for receiving and processing requests for access by individual(s). MCHCP will direct Business Associate in writing within five (5) business days following receipt of the information described in (i), (ii), and (iii) of this subsection 3.6.2 whether Business Associate should send the requested designated data set directly to the individual or whether MCHCP will forward the information received from Business Associate as part of a coordinated response or if for any reason MCHCP deems the response should be sent from MCHCP or another Business Associate acting on behalf of MCHCP. If Business Associate is directed by MCHCP to respond directly to the individual, Business Associate agrees to provide the designated record set requested in the form and format requested by the individual if it is readily producible in such form and format; or, if not, in a readable hard copy form or such other form and format as agreed to by Business Associate and the individual. Business Associate will provide MCHCP's Privacy Officer with a copy of all responses sent to individuals pursuant to § 164.524 and the directives set forth in this subsection 3.6.2 for MCHCP's compliance and documentation purposes.

3.7 Amendments of PHI. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by MCHCP pursuant to § 164.526, and take other measures as necessary and reasonably requested by MCHCP to satisfy MCHCP's obligations under § 164.526.

3.7.1 If Business Associate receives a request directly from an individual to amend PHI created by Business Associate, received from MCHCP, or otherwise within the custody or control of Business Associate at the time of the request, Business Associate shall promptly refer the individual to MCHCP's Privacy Officer, and, if the request is in writing, shall forward the individual's request three (3) business days to MCHCP's Privacy Officer so that MCHCP can evaluate, coordinate and prepare a timely response to the individual's request.

3.7.2 MCHCP will direct Business Associate in writing as to any actions Business Associate is required to take with regard to amending records of individuals who exercise their right to amend PHI under the HIPAA Rules. Business Associate agrees to follow the direction of MCHCP regarding such amendments and to provide written confirmation of such action within seven (7)

business days of receipt of MCHCP's written direction or sooner if such earlier action is required to enable MCHCP to comply with the deadlines established by the HIPAA Rules.

3.8 PHI Disclosure Accounting. Business Associate agrees to document, maintain, and make available to MCHCP within seven (7) calendar days of a request from MCHCP for all disclosures made by or under the control of Business Associate or its subcontractors that are subject to accounting, including all information required, under § 164.528 to satisfy MCHCP's obligations regarding accounting of disclosures of PHI.

3.8.1 If Business Associate receives a request for accounting directly from an individual, Business Associate agrees to refer the individual, and promptly forward the individual's request, to MCHCP so that MCHCP can evaluate, coordinate and prepare a timely response to the individual's request.

3.8.2 In addition to the provisions of 3.8.1, all PHI accounting requests received by Business Associate directly from the individual shall be acted upon by Business Associate as a request from MCHCP for purposes of Business Associate's obligations under this section. Unless directed by MCHCP to respond directly to the individual, Business Associate shall provide all accounting information subject to disclosure under § 164.528 to MCHCP within seven (7) calendar days of the individual's request for accounting.

3.9 Privacy of PHI. Business Associate agrees to fully comply with all provisions of Subpart E of 45 CFR Part 164 that apply to MCHCP to the extent Business Associate has agreed or assumed responsibilities under the Contract or this Agreement to carry out one or more of MCHCP's obligation(s) under 45 CFR Part 164 Subpart E.

3.10 Internal Practices, Books, and Records. Upon request of MCHCP or the Secretary, Business Associate will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of MCHCP available to MCHCP and/or the Secretary in a time and manner designated by MCHCP or the Secretary for purposes of determining MCHCP's and/or Business Associate's compliance with the HIPAA Rules.

4 Permitted Uses and Disclosures of PHI by Business Associate.

4.1 Contractual Authorization. Business Associate may access, create, use, and disclose PHI as necessary to perform its duties and obligations required by the Contract, including but not limited to specific requirements set forth in the Scope of Work (as such term is defined in the Contract), as amended. Without limiting the foregoing general authorization, MCHCP specifically authorizes Business Associate to access, create, receive, use, and disclose all PHI which is required to provide the services specified in the Contract. The parties agree that no provision of the Contract permits Business Associate to use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if used or disclosed in like manner by MCHCP except that:

4.1.1 This Agreement permits Business Associate to use PHI received in its capacity as a business associate of MCHCP, if necessary: (A) for the proper management and administration of Business Associate; or (B) to carry out the legal responsibilities of Business Associate.

4.1.2 This Agreement permits Business Associate to combine PHI created or received on behalf of MCHCP as authorized in this Agreement with PHI lawfully created or received by Business Associate in its capacity as a business associate of other covered entities to permit data analysis relating to the health care operations of MCHCP and other PHI contributing covered entities in order to provide MCHCP with such comprehensive, aggregate summary reports as specifically required by, or specially requested under, the Contract.

4.2 Authorization by Law. Business Associate may use or disclose PHI as permitted or required by law.

4.3 Minimum Necessary. Notwithstanding any other provision in the Contract or this Agreement, with respect to any and all uses and disclosures permitted, Business Associate agrees to request, create, access, use, disclose, and transmit PHI involving MCHCP members subject to the following minimum necessary requirements:

4.3.1 When requesting or using PHI received from MCHCP, a member of MCHCP, or an authorized party or entity working on behalf of MCHCP, Business Associate shall make reasonable efforts to limit all requests and uses of PHI to the minimum necessary to accomplish the intended purpose of the request or use. Business Associate agrees its reasonable efforts will include identifying those persons or classes of persons, as appropriate, in Business Associate's workforce who need access to MCHCP member PHI to carry out their duties under the Contract. Business Associate further agrees to identify the minimally necessary amount of PHI needed by each such person or class and any conditions appropriate to restrict access in accordance with such assessment.

4.3.2 For any type of authorized disclosure of PHI that Business Associate makes on a routine basis to third parties, Business Associate shall implement procedures that limit the PHI disclosed to the amount minimally necessary to achieve the purpose of the disclosure. For all other authorized but non-routine disclosures, Business Associate shall develop and follow criteria for reviewing requests and limiting disclosures to the information minimally necessary to accomplish the purposes for which disclosure is sought.

4.3.3 Business Associate may rely, if such reliance is reasonable under the circumstances, on a requested disclosure as the minimum necessary for the stated purpose if and when:

- a) Making disclosures to public officials as permitted under § 164.512, if the public official represents that the information requested is the minimum necessary for the stated purpose(s); or
- b) The information is requested by a professional who is a member of its workforce or is a business associate of MCHCP for the purpose of providing professional services to MCHCP, if the professional represents that the information requested is the minimum necessary for the stated purpose(s).

4.3.4 Minimum necessary does not apply to: uses or disclosures made to the individual; uses or disclosures made pursuant to a HIPAA-compliant authorization; disclosures made to the Secretary in accordance with the HIPAA Rules; disclosures specifically permitted or required under, and made in accordance with, the HIPAA Rules.

5 Obligations of MCHCP.

- 5.1 Notice of Privacy Practices. MCHCP shall notify Business Associate of any limitation(s) that may affect Business Associate's use or disclosure of PHI by providing Business Associate with MCHCP's Notice of Privacy Practices in accordance with § 164.520, the most recent copy of which is attached to this Agreement.
- 5.2 Individual Authorization Changes. MCHCP shall notify Business Associate in writing of any changes in, or revocation of, the authorization by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 5.3 Confidential Communications. MCHCP shall notify Business Associate in writing of individual requests approved by MCHCP in accordance with § 164.522 to receive communications of PHI from Business Associate by alternate means or at alternative locations, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 5.4 Individual Restrictions. MCHCP shall notify Business Associate in writing of any restriction to the use or disclosure of PHI that MCHCP has agreed and, if applicable, any subsequent revocation or termination of such restriction, in accordance with § 164.522, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 5.5 Permissible Requests by MCHCP. MCHCP shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by MCHCP.

6 Term and Termination, Expiration, or Cancellation.

- 6.1 Term. This Agreement is effective upon signature of both parties, and shall terminate upon the termination, expiration, or cancellation of the Contract, as amended, unless sooner terminated for cause under subsection 6.2 below.
- 6.2 Termination. Without limiting MCHCP's right to terminate the Contract in accordance with the terms therein, Business Associate also authorizes MCHCP to terminate this Agreement immediately by written notice and without penalty if MCHCP determines, in its sole discretion, that Business Associate has violated a material term of this Agreement and termination of this Agreement is in the best interests of MCHCP or its members. Without limiting the foregoing authorization, Business Associate agrees that MCHCP may, as an alternative or in addition to termination, require Business Associate to end the violation of the material term(s) and cure the breach of contract within the time and manner specified by MCHCP based on the circumstances presented. With respect to this subsection, MCHCP's remedies under this Agreement and the Contract are cumulative, and the exercise of any remedy shall not preclude the exercise of any other.
- 6.3 Obligations of Business Associate Upon Termination. Upon termination, expiration, or cancellation of this Agreement for any reason, Business Associate agrees to return to MCHCP or deliver to another MCHCP business associate at MCHCP's direction all PHI received from MCHCP, any current or former Business Associate or workforce member of MCHCP, or any current or former member of

MCHCP, as well as all PHI created, compiled, stored or accessible to Business Associate or any subcontractor, agent, affiliate, or workforce member of Business Associate, relating to MCHCP as a result of services provided under the Contract. All such PHI shall be securely transmitted in accordance with MCHCP's written directive in electronic format accessible and decipherable by the MCHCP designated recipient. Following confirmation of receipt and usable access of the transmitted PHI by the MCHCP designated recipient, Business Associate shall destroy all MCHCP-related PHI and thereafter retain no copies in any form for any purpose whatsoever. Within seven (7) business days following full compliance with the requirements of this subsection, an authorized representative of Business Associate shall certify in writing addressed to MCHCP's Privacy and Security Officers that Business Associate has fully complied with this subsection and has no possession, control, or access, directly or indirectly, to MCHCP-related PHI from any source whatsoever.

Notwithstanding the foregoing, Business Associate may maintain MCHCP-PHI after the termination of this Agreement to the extent return or destruction of the PHI is not feasible, provided Business Associate: (i) refrains from any further use or disclosure of the PHI; (ii) continues to safeguard the PHI thereafter in accordance with the terms of this Agreement; (iii) does not attempt to de-identify the PHI without MCHCP's prior written consent; and (iv) within seven (7) days following full compliance of the requirements of this subsection, provides MCHCP written notice describing all PHI maintained by Business Associate and certification by an authorized representative of Business Associate of its agreement to fully comply with the provisions of this paragraph.

6.4 Survival. All obligations and representations of Business Associate under this Section 6 and subsection 7.2 shall survive termination, expiration, or cancellation of the Contract and this Agreement.

7 **Miscellaneous.**

7.1 Satisfactory Assurance. Business Associate expressly acknowledges and represents that execution of this Agreement is intended to, and does, constitute satisfactory assurance to MCHCP of Business Associate's full and complete compliance with its obligations under the HIPAA Rules. Business Associate further acknowledges that MCHCP is relying on this assurance in permitting Business Associate to create, receive, maintain, use, disclose, or transmit PHI as described herein.

7.2 Indemnification. Each party shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the other party and its current and former trustees, employees, and agents from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorneys' fees and expenses, including at trial and on appeal) arising out of the acts or omissions of such party or any subcontractor, consultant, or workforce member of such party to the extent such acts or omissions violate the terms of this Agreement or the HIPAA Rules as applied to the Contract.

Notwithstanding the foregoing, if Business Associate maintains any MCHCP-related PHI following termination of the Contract and this Agreement pursuant to subsection 6.3, Business Associate shall be solely responsible for all PHI it maintains and, to the fullest extent permitted by law, Business Associate shall protect, defend, indemnify and hold harmless MCHCP and its current and former trustees, employees, and agents from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorneys' fees and expenses, including at trial and on appeal) arising out of the acts or omissions of Business Associate or any subcontractor, consultant, or workforce member of Business Associate

regarding such PHI to the extent such acts or omissions violate the terms of the Act or the HIPAA Rules.

- 7.3 No Third Party Beneficiaries. There is no intent by either party to create or establish third party beneficiary status or rights or their equivalent in any person or entity, other than the parties hereto, that may be affected by the operation of this Agreement, and no person or entity, other than the parties, shall have the right to enforce any right, claim, or benefit created or established under this Agreement.
- 7.4 Amendment. The parties agree to work together in good faith to amend this Agreement from time to time as is necessary or advisable for compliance with the requirements of the HIPAA Rules. Notwithstanding the foregoing, this Agreement shall be deemed amended automatically to the extent any provisions of the Act or the HIPAA Rules not addressed herein become applicable to Business Associate during the term of this Agreement pursuant to and in accordance with any subsequent modification(s) or official and binding legal clarification(s), to the Act or the HIPAA Rules.
- 7.5 Interpretation. Any reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

THE UNDERSIGNED PERSONS REPRESENT AND WARRANT THAT WE ARE LEGALLY FREE TO ENTER THIS AGREEMENT, THAT OUR EXECUTION OF THIS AGREEMENT HAS BEEN DULY AUTHORIZED, AND THAT UPON BOTH OF OUR SIGNATURES BELOW THIS SHALL BE A BINDING AGREEMENT TO THE FOREGOING TERMS AND CONDITIONS OF THIS BUSINESS ASSOCIATE AGREEMENT.

Missouri Consolidated Health Care Plan

Vision Insurer

By: _____

By: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

Introduction

Missouri Consolidated Health Care Plan (MCHCP) is the employee health benefit program for most State of Missouri employees, retirees, and their dependents covering over 96,000 members (lives). An additional 1,000 non-state local government members are covered through their public entity employer.

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

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

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

Over 37,000 State employees and retirees (over 70,000 lives) and 570 public entity employees (over 900 lives) are covered by the vision program for the 2018 plan year.

MCHCP's Contracting Intentions:

- Any contract awarded from this RFP will be effective January 1, 2019.
- MCHCP reserves the right to award multiple contracts from this RFP. Bidders are required to provide pricing based on a single contract award and pricing on multiple contract awards. If MCHCP were to award multiple contracts, MCHCP does not anticipate awarding more than two contracts.
- Bidders must provide pricing for all benefit designs.
- Bidders must provide national coverage to all eligible members.
- MCHCP intends to award a one-year contract with up to four possible one-year renewals. Bidders are required to submit firm, fixed prices for 2019 and not-to-exceed prices for 2020 and 2021. Rates for 2022 and 2023 will be negotiated.
- Pricing and benefits are subject to negotiation prior to contract award and renewal each year.
- Bidders should understand that MCHCP views its foremost obligation as providing efficient and effective services to its membership. MCHCP will aggressively pursue and implement measures

toward meeting this goal. Bidders are strongly encouraged to demonstrate in their response to this RFP that they share a common vision and commitment.

Minimum Bidder Requirements

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

- **Licensing** – The bidder must hold a certificate of authority to do business in the State of Missouri and be in good standing with the office of the Missouri Secretary of State and the Missouri Department of Insurance, Financial Institutions and Professional Registration (DIFP). MCHCP requires the contractor to comply with all state and federal laws, rules and regulations affecting their conduct of business on their own behalf and on behalf of a covered entity such as MCHCP.
- **Data Transfer** – Bidder shall agree to provide claim-level data electronically to MCHCP or designated data vendor (currently Truven Health Analytics®, part of the IBM Watson Health business) on a monthly basis. Bidders may be required to demonstrate the ability to provide such data before a contract award is made.
- **Size and Experience** – The bidder must currently provide vision coverage to employers that have at least 250,000 covered lives combined and have at least one (1) client with 50,000 covered lives. The bidder must be willing to disclose the name of the large employer client if requested. The bidder must have been in operation and performing the services requested in this RFP for a minimum of five (5) years,
- **Network** – Bidders must offer a contracted vision provider network capable of delivering benefits as described in the stated plan designs. MCHCP requires a broad network that provides national coverage.
- **Contract** – Bidders shall not link nor attempt to link (unless permitted by this RFP), the award of this contract to any other bids, products or contracts. Any bid proposal containing any contingency based upon MCHCP's actual or potential awards of contracts, whether or not related specifically to this RFP, or containing pricing contingencies, shall result in such bid proposal being rejected for non-responsiveness and non-compliance with this RFP.
- **Rates** – Bidders shall not be permitted to alter their rate or fees after submission except with agreement by MCHCP.
- **Timely Submission** – All deadlines outlined are necessary to meet the timeline for this contract award. MCHCP may reject any submissions after respective deadlines have passed. All bidder documents and complete proposals must be received by the proposal deadline of March 30, 2018, as outlined in the timeline of events for this RFP. Late proposals will not be accepted. MCHCP reserves the right to modify a deadline or extend a deadline for all bidders at its discretion.
- **Plan Designs** – Bidders must provide pricing for a base plan and premium plan design as described in the stated plan designs. Additional services and/or options may be separately offered.

Background Information

- Missouri Consolidated Health Care Plan is governed by the provisions of Chapter 103 of the Revised Statutes of Missouri. Under the law, MCHCP is directed to procure health care benefits for most state employees. The law also authorizes non-state public entities and participating higher education entities to participate in the plan. Rules and regulations governing the plan can be found by following this link <http://www.sos.mo.gov/adrules/csr/current/22csr/22csr.asp>.
- MCHCP's current contracts with National Vision Administrators (NVA) will expire on 12/31/18. The current monthly premiums for both State and Public Entity members are as follows:

Rate Category	Basic Plan		Premium Plan	
	Active Employees	Retirees	Active Employees	Retirees
Subscriber Only	\$3.83	\$4.00	\$4.84	\$5.05
Subscriber and Spouse	\$7.67	\$8.01	\$9.66	\$10.09
Subscriber and Child(ren)	\$11.06	\$11.55	\$13.95	\$14.57
Subscriber and Family	15.78	16.48	\$19.90	\$20.79

- Current membership in the vision plan is as follows:

Rate Category	Basic Plan		Premium Plan	
	State	Public Entity	State	Public Entity
Subscribers	11,907	111	25,366	465
Dependents	10,444	56	22,449	298
Total Lives	22,351	167	47,815	763

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

- For state members, MCHCP, MoDOT, MSHP and MDC do not contribute to the monthly premium cost. The entire premium is paid by the subscriber. Members must enroll for the entire plan year except as noted in Exhibit B-Scope of Work.
- MCHCP offers the optional vision plans to public entity employers who participate with MCHCP's medical coverage. Public entities participating with MCHCP may opt to add or drop the vision plan at each annual enrollment period. Members must enroll for the entire plan year.

Assumptions and Considerations

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

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

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

Proposal Instructions

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

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

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

Proposals must be valid until October 1, 2018. If a contract(s) is awarded, prices shall remain firm for the specified contract period.

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

Contract Term

The initial agreement is for the period of January 1, 2019 through December 31, 2019, with up to four additional one year contracts renewable at the sole option of the MCHCP Board of Trustees and the state departments electing to contract under this proposal.

Clarification of Requirements

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

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

Schedule of Events

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

Activity	Timing
Online RFP Released	Monday, March 5, 2018 8 a.m. CT (9 a.m. ET)
Intent to Bid Document Due	Friday, March 9, 2018 4 p.m. CT (5 p.m. ET)
Bidder Question Submission Deadline	Monday, March 12, 2018 4 p.m. CT (5 p.m. ET)
MCHCP Responses to Submitted Questions	Friday, March 16, 2018 4 p.m. CT (5 p.m. ET)

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

Questions

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

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

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

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

Proposal Deadline

ALL questionnaires and pricing proposals must be submitted no later than 4 p.m. CT (5 p.m. ET), Friday, March 30, 2018.

Disclaimers

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

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

Confidentiality and Proprietary Materials

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

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

Evaluation Process

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

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

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

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

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

After determining that a proposal satisfies the mandatory requirements stated in the RFP, the comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria shall be made by using subjective judgment. The award of a contract resulting from

this RFP shall be based on the lowest and best proposal received in accordance with the evaluation criteria stated below:

Evaluation Criteria

Non-financial:

Provider Network	170 points
Vendor Profile	90 points
Customer Service	90 points
Account Management and Implementation	60 points
Claims Administration	30 points
Performance Guarantees	50 points
Technology and Security	75 points
Reporting	15 points
Access to Services	<u>20 points</u>
Sub-total – Non-financial points	600 points

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

Price	400 points
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Finalist Evaluation:

References	40 points
Finalist Interview	60 points

MCHCP will limit the number of finalists to the bidders receiving 80 percent (480 points) of the possible 600 non-financial points available or the top two bidders if less than two bidders receive 80 percent of the possible 600 non-financial points.

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

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

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

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

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

- c) In order to be considered as meeting these targets, the MBE/WBEs must be “qualified” by the proposal opening date (date the proposal is due). (See below for a definition of a qualified MBE/WBE.)
- d) If the bidder is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the bidder must provide the following information with the proposal.
 - a. Participation Commitment - If the bidder is proposing MBE/WBE participation, the vendor must complete Section 11 of the Vision Questionnaire (MBE-WBE Participation Commitment), by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the vendor submitting the proposal is a qualified MBE and/or WBE, the vendor must include the vendor in the appropriate table on the Participation Commitment Form.
 - b. Documentation of Intent to Participate – The bidder must either provide a properly completed Exhibit A-6, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO). If the bidder submitting the proposal is a qualified MBE and/or WBE, the bidder is not required to complete Exhibit A-6, Documentation of Intent to Participate Form or provide a recently dated letter of intent.
- e) Commitment – If the bidder's proposal is awarded, the percentage level of MBE/WBE participation committed to by the bidder on Exhibit A-6, Participation Commitment, shall be interpreted as a contractual requirement.

Definition -- Qualified MBE/WBE:

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

MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the

management and daily business operations of which are controlled by one or more minorities or women who own it.

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

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

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

Pricing

The bidder must provide firm, fixed monthly premiums for all rate tiers listed in both the State and Public Entity pricing models. Bidders are required to bid on the benefits as described in the Vision Plan Design. The bidder must submit firm, fixed premiums if MCHCP awards a single contract and firm, fixed premiums if MCHCP awards multiple contracts.

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

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

The contractor shall understand that annual renewal rates for CY2020 and CY2021 will be negotiated, but must be within the not-to-exceed prices submitted within this bid. Pricing for CY2022 and CY2023 will be negotiated.

Finalist Interview

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

Negotiation and Contract Award

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

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

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

Renewal of Contract

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

Proposed pricing for Years 2-3 (CY2020 and CY2021) of this contract, not to exceed the allowed maximum, shall be submitted prior to May 15 of the next plan year. Pricing for Years 4-5 (CY2022 and CY2023) will be negotiated and is due prior to May 15 of the next plan year. The contractor must also provide supporting documentation that provides the rationale for any requested rate increase each year.

Using DirectPath

The 2019 MCHCP Vision 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 (Vision Pricing) is an online input form to collect your rate proposals as requested by MCHCP.

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

2) Reference Files from Event Administrator:

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

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

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

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

Responding to Questionnaires

We have posted two forms for your response:

- Vision Questionnaire
- Mandatory Contract Provisions Questionnaire

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

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

Completing Response Documents

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

- Exhibit A-1 - Intent to Bid (due 4 p.m. CT, March 9, 2018)
- Exhibit A-2 – Limited Data Use Agreement (due 4 p.m. CT, March 9, 2018)
- Exhibit A-3 – Proposed Bidder Modifications (due 4 p.m. CT, March 30, 2018)
- Exhibit A-4 – Confirmation Document (due 4 p.m. CT, March 30, 2018)
- Exhibit A-5 – Contractor Certification (due 4 p.m. CT, March 30, 2018)
- Exhibit A-6 – MBE-WBE Intent to Participate Document (due 4 p.m. CT, March 30, 2018)
- Exhibit A-7 – Provider Match (due 4 p.m. CT, March 30, 2018)

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

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

Completing Pricing Worksheets

The financial worksheet (Vision 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. Please be certain to complete all worksheets.

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

Notes Regarding Pricing

Fee quotes should assume:

- Plan effective date: January 1, 2019
- Submitted prices for CY2019 shall be firm, while prices for CY2020 and CY2021 shall be submitted as “not to exceed” amounts. Proposed prices and plan designs are subject to negotiation prior to the award of a contract by MCHCP. Please refer to the Instructions document for detailed pricing worksheet instructions.
- Rates for CY2022 and CY2023 will be negotiated.
- Annual renewals are solely at the option of MCHCP. Renewal prices are due by May 15 of each year and are subject to negotiation.

Submitting Bids

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

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

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

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

RFP Checklist

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

Type	Document Name
Questionnaire	Vision Questionnaire
Questionnaire	Mandatory Contract Provisions Questionnaire
Pricing/Bid	State Vision Pricing
Pricing/Bid	Public Entity Vision Pricing
Response	Exhibit A-1 Intent to Bid.docx DUE: Friday, March 9, 2018
Response	Exhibit A-2 Limited Data Use Agreement.docx DUE: Friday, March 9, 2018
Response	Exhibit A-3 Proposed Bidder Modifications.docx
Response	Exhibit A-4 Confirmation Document.docx
Response	Exhibit A-5 Contractor Certification.docx
Response	Exhibit A-6 MBE-WBE Intent to Participate Document.docx
Response	Exhibit A-7 Provider Match.xlsx
Response	Exhibit A-8 Sample MCHCP Contract.docx
Response	Exhibit A-9 MCHCP Business Associate Agreement.docx
Reference	Introduction and Instructions – 2019 MCHCP Vision RFP.pdf
Reference	Attachment 1 – Enrollee file layouts.docx
Reference	Attachment 2 – MCHCP Enrollee file.xlsx (access to this file is granted after receipt of the signed Limited Data Use Agreement)
Reference	Attachment 3 – MoDOT Enrollee file.xlsx (access to this file is granted after receipt of the signed Limited Data Use Agreement)
Reference	Attachment 4 – MDC Enrollee file.xlsx (access to this file is granted after receipt of the signed Limited Data Use Agreement)
Reference	Attachment 5 – Vision Enrollee file.xlsx (access to this file is granted after receipts of the signed Limited Data Use Agreement)
Reference	Attachment 6 – Example Provider file layout.xlsx
Reference	Attachment 7 – Vision Experience.xlsx
Reference	Exhibit B – Scope of Work.docx
Reference	Exhibit C – General Provisions.docx

CONTACT INFORMATION

We understand that content and technical questions may arise. All questions regarding this document and the selection process must be submitted through the online messaging module of the DirectPath application by **Monday, March 12, 2018, 4 p.m. CT (5 p.m. ET)**.

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

SECTION B SCOPE OF WORK

B1. GENERAL REQUIREMENTS

- B1.1 The contractor shall provide a fully-insured vision plan(s) for State and Public Entity members in accordance with the provisions and requirements of this document on behalf of Missouri Consolidated Health Care Plan (hereinafter referred to as MCHCP). The contractor understands that in carrying out its mandate under the law, MCHCP is bound by various statutory, regulatory and fiduciary duties and responsibilities and contractor expressly agrees that it shall accept and abide by such duties and responsibilities when acting on behalf of MCHCP pursuant to this engagement. The contractor agrees that any and all subcontracts entered into by the contractor for the purpose of meeting the requirements of this contract are the responsibility of the contractor. MCHCP will hold the contractor responsible for assuring that subcontractors meet all of the requirements of this contract and all amendments thereto. The contractor must provide complete information regarding each subcontractor used by the contractor to meet the requirements of this contract.
- B1.2 The contractor must maintain sufficient liability insurance, including but not limited to general liability, professional liability, and errors and omissions coverage, to protect MCHCP against any reasonably foreseeable recoverable loss, damage or expense under this engagement.
- B1.3 The contractor is obligated to follow the performance standards as outlined in Section 10 of the Vision Questionnaire.

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

- B2.1 Eligible State of Missouri members are those employees (including Participating Higher Education Entities and eligible foster parents), retirees and their dependents who are eligible members of MCHCP as defined in the statutes, rules and regulations or revision(s) to such. MCHCP is the sole source in determining eligibility. The following information is provided primarily as general information to the bidder. Eligibility shall also be available to Missouri Department of Transportation and Highway Patrol, and the Missouri Department of Conservation active employees and their dependents. Enrollment in the plan is required for the entire plan year unless employment ends, employee retires, employee/retiree cancels medical coverage or employee/retiree takes coverage through other employment.
- B2.2 Eligibility periods:
- B2.2.1 Employees and their dependents can enroll during the employee's or dependent's initial period of eligibility.
- B2.2.2 Open enrollment shall be the period announced by MCHCP to allow eligible individuals to change coverage or add eligible dependents. It is anticipated, but not guaranteed, that open enrollment for coverage effective January 1 of the following year will be October 1 – October 31. MCHCP reserves the right to create a special emergency enrollment period as it deems necessary.
- B2.2.3 Eligible individuals may be allowed to enroll throughout the year during special enrollment periods as outlined in 22 CSR 10-2.020(3) and 22 CSR 10-3.030(3).

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

B2.3 Termination: The contractor must agree that:

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

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

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

B2.4 Continuation of Coverage:

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

B3. LEVEL OF BENEFITS

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

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

B4. REPORTING REQUIREMENTS

B4.1 The contractor agrees that all data required by MCHCP shall be confidential and will not be public information. The contractor further agrees not to disclose this or similar information to any person or company, either directly or indirectly.

B4.2 MCHCP reserves the right to retain a third party contractor (currently Truven Health Analytics®, part of the IBM Watson Health) to receive claims-level data from the contractor and store the data on MCHCP's behalf. This includes a full claim file including, but not limited to all financial, demographic and utilization fields. The contractor agrees to cooperate with MCHCP's designated third party contractor in the fulfillment of the contractor's duties under this contract, including the provision of data as specified without constraint on its use.

The contractor shall agree to:

- B4.2.1 Provide claims, person-level capitation and utilization data to MCHCP and/or MCHCP's data vendor in a format specified by MCHCP with the understanding that the data shall be owned by MCHCP;
- B4.2.2 Provide data in an electronic form and within a time frame specified by MCHCP;
- B4.2.3 Place no restraints on use of the data, provided MCHCP has in place procedures to protect the confidentiality of the data consistent with HIPAA requirements; and
- B4.2.4 This obligation continues for a period of one year following contract termination.
- B4.3 The contractor shall submit standard reports to MCHCP on a quarterly and annual basis. MCHCP and the contractor will negotiate the format and content upon award of this contract. The reports shall be submitted to MCHCP quarterly and are due within 30 days of the end of the quarter reported. Annual reports are due within 60 days of the end of the year.
- B4.4 The contractor shall provide quarterly reports detailing customer service telephone answer time and abandonment. A sample of the bidder's standard reports must be submitted with the proposal. The reports shall be submitted to MCHCP quarterly and are due within 30 days of the end of the quarter reported.
- B4.5 At the request of MCHCP and at the contractor's expense, the contractor agrees to conduct an annual customer satisfaction survey, and provide MCHCP with all information and responses in connection therewith.
- B4.6 At the request of MCHCP, the contractor shall submit additional ad hoc reports on information and data readily available to the contractor.
- B4.7 MCHCP will determine the acceptability of all reports submitted based upon timeliness, format and content. If reports are not deemed to be acceptable or have not been submitted as requested, the contractor will receive written notice to this effect and the applicable liquidated damages, as defined in Section 10 of the Vision Questionnaire, will be assessed.

B5. PAYMENTS

- B5.1 The contractor shall agree that the monthly premium due the contractor will be self-billed and will be initiated for electronic payment via automated clearing house (ACH) on the twentieth of the month following the month of coverage. MCHCP will remit all payments and provide all associated reports electronically.
- B5.2 The contractor shall have the right to audit appropriate MCHCP records to determine the accuracy of the monthly premium paid.
 - B5.2.1 Any discrepancies must be identified by the contractor within 90 days after receipt of the payment and such discrepancy must be submitted in writing to MCHCP. Failure to identify a discrepancy within the time frame stated shall be considered as acceptance of MCHCP's calculations, payment and records.

B6. GENERAL SERVICE REQUIREMENTS

- B6.1 The contractor shall agree that any state and/or federal laws and applicable rules and regulations enacted during the terms of the contract which are deemed by MCHCP to necessitate a change in the contract shall be incorporated into the contract. MCHCP will review any request for additional fees or premium resulting from such changes and retains final authority to make any changes. A consultant may be utilized to determine the cost impact.
- B6.2 The contractor must agree that during the life of the contract or any extension thereof, MCHCP and auditors designated by MCHCP shall have access to and the right to examine any pertinent books, documents, papers, or records of the contractor involving any and all transactions related to the performance of the contract. Also, the contractor must furnish all information necessary for MCHCP to comply with all state and/or federal regulations. MCHCP would be responsible for the cost of any such audit or review.
- B6.3 The contractor must have an active, current website that is updated regularly. MCHCP members must be able to access this site to obtain current listings of active network providers and other information. If MCHCP discovers that provider information contained at the contractor's website is inaccurate, MCHCP will notify the contractor immediately. The contractor must correct inaccuracies within 10 days of being notified by MCHCP.
- B6.4 The contractor shall have the responsibility to perform a complete investigation of all complaints, grievances and appeals, and have a timely and organized system for resolving members' complaints and formal grievances in compliance with state and federal laws and regulations as amended.

B7. ACCOUNT MANAGEMENT

- B7.1 The contractor shall establish and maintain throughout the term of the contract an account management team that will work directly with MCHCP staff. This team must include, but is not limited to, a dedicated account executive, a customer service manager, clinical advisor, a person responsible for preparing the reports and an information technology representative. Approval of the account management team rests with MCHCP. The account executive and service representative(s) will deal directly with MCHCP's benefit administration staff. The account management team must:
- B7.1.1 Be able to devote the time needed to the account, including being available for telephone and on-site consultation with MCHCP. Bidders who are not committed to account service will not receive serious consideration.
- B7.1.2 Be extremely responsive.
- B7.1.3 Be comprised of individuals with specialized knowledge of the contractor's networks, claims and eligibility systems, system reporting capabilities, claims adjudication policies and procedures, administrative services, and relations with third parties.
- B7.1.4 Be thoroughly familiar with virtually all of the contractor's functions that relate directly or indirectly to the MCHCP account.

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

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

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

B7.2.1 The contractor is expected to present actual MCHCP claims experience and offer suggestions as to ways the benefit could be modified in order to reduce costs or improve the health of MCHCP members. Suggestions must be modeled against actual MCHCP membership and claims experience to determine the financial impact as well as the number of members impacted.

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

B8. CUSTOMER SERVICE

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

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

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

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

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

B8.6 The contractor shall agree that MCHCP reserves the right to review and approve all written communications and marketing materials developed and used by the contractor to communicate specifically with MCHCP members at any time during the contract period. This does not refer to items such as provider directories and plan-wide newsletters as long as they do not contain information on eligibility, enrollment, benefits, rates, etc., which MCHCP must review. Notwithstanding the foregoing, nothing herein prohibits contractor from communicating directly

with members in the regular course of providing services under the contract (e.g., responding to member inquiries, etc.).

- B8.7 No provider may be listed on the contractor's website or distributed to the membership through the vision plan's customer service unit unless a signed contract is in place. In the event a plan provides incorrect information and a member seeks treatment based on that information, the contractor agrees to recognize and be financially responsible for any services rendered by that provider, under the terms of this contract, as if the provider had been under contract.
- B8.8 The contractor must provide MCHCP members with a toll-free number to request provider directories. These directories must be mailed to the member within three business days of receipt of such request. The contractor bears all costs for printing and mailing these materials. Contractors are also required to provide this information via their web site.

B9. INFORMATION TECHNOLOGY AND ELIGIBILITY FILE

- B9.1 The contractor shall be able to accept all MCHCP eligibility information on a weekly basis utilizing the ASC X12N 834 (005010X095A1) transaction set. MCHCP will supply this information in an electronic format and the contractor must process such information within 24 hours of receipt. The contractor must provide a technical contact that will provide support to MCHCP Information Technology Department for EDI issues. MCHCP is willing to work with the contractor on these requirements after the contract is awarded.
- B9.1.1 It is MCHCP's intent to send a transactional based eligibility file weekly and a periodic full eligibility reconciliation file.
- B9.1.2 MCHCP will provide a recommended data mapping for the 834 transaction set to the contractor after the contract is awarded.
- B9.1.3 After processing each file, the contractor will provide a report that lists any errors and exceptions that occurred during processing. The report will also provide record counts, error counts and list the records that had an error, along with an error message to indicate why it failed. A list of the conditions the contractor audits will be provided to ensure the data MCHCP is sending will pass the contractor's audit tests.
- B9.1.4 The contractor shall provide access to view data on their system to ensure the file MCHCP sends is correctly updating the contractor's system.
- B9.1.5 The contractor will supply a data dictionary of the fields MCHCP is updating on their system and the allowed values for each field.
- B9.1.6 The contractor shall provide MCHCP with a monthly file ("eligibility audit file") in a mutually agreed upon format of contractor's eligibility records for all MCHCP members. Such file shall be utilized by MCHCP to audit contractor's records. Such eligibility audit file shall be provided to MCHCP no later than the second Thursday of each month.
- B9.1.7 The preferred method of file transfer is SFTP. No PGP required.

- B9.2 The contractor must be able to support single sign-on from MCHCP's Member Portal to the contractor's Member Portal utilizing Security Assertion Markup Language (SAML). MCHCP is willing to work with the contractor on this requirement after the contract is awarded.
- B9.3 The contractor must work with MCHCP to develop a schedule for testing of the eligibility test record set on electronic media. MCHCP requires that the contractor accept and run an initial test record set no later than September 28, 2018. Results of the test must be provided to MCHCP by October 12, 2018.

B10. IMPLEMENTATION

- B10.1 The contractor and MCHCP must agree to a final implementation schedule within 30 days of the contract award. At a minimum, the timeline must include the required dates for the following activities:
- Testing of eligibility file;
 - Acceptable date for final eligibility file;
 - ID card production and distribution;
 - Enrollment kit printing
 - Testing of claim file to data warehouse vendor
- B10.2 The contractor must have a customer service unit in place to answer member inquiries. Note: Open enrollment is anticipated to be October 1-31, 2018 with coverage effective January 1, 2019. At a minimum, the customer service unit must be able to address network and benefit issues.

B11. CONTRACTED NETWORK

- B11.1 The contractor must have in place a contracted provider network which will offer access to all MCHCP members nationwide.
- B11.2 The offered network must include both retail-based providers and independent practice providers and include a full range of general vision practitioners and specialists. Contractors are responsible for having a network available that can provide access to all covered services under this contract.
- B11.3 MCHCP requires that network providers be responsible for obtaining all necessary pre-certifications, pre-authorizations, and filing claims for members.
- B11.4 At a minimum, ninety percent (90%) of MCHCP members shall have access to a network vision provider within twenty (20) miles of their zip code.

B12. MCHCP REQUIREMENTS AND SERVICE

- B12.1 MCHCP will provide the following administrative services to assist the contractor:
- Certification of eligibility
 - Enrollments (new, change, and terminations) in an electronic format
 - Maintenance of individual eligibility and membership data
 - Payment of monies due the contractor
 - Coordination of open enrollment period
 - Administration of COBRA regulations

EXHIBIT C
GENERAL PROVISIONS

C1. TERMINOLOGY AND DEFINITIONS

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

- C1.1 **Amendment** means a written, official modification to an RFP or to a contract.
- C1.2 **Bidder** means a person or organization who submitted an offer in response to this RFP.
- C1.3 **Breach** shall mean the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI as defined, and subject to the exceptions set forth, in 45 C.F.R. 164.402.
- C1.4 **Contract** means a legal and binding agreement between two or more competent parties, in consideration for the procurement of services as described in this RFP.
- C1.5 **Contractor** means a person or organization who is a successful bidder as a result of an RFP and/or who enters into a contract or any subcontract of a successful bidder.
- C1.6 **Employee** means a benefit-eligible person employed by the state and present and future retirees from state employment who meet the plan eligibility requirements.
- C1.7 **May** means that a certain feature, component, or action is permissible, but not required.
- C1.8 **Member** means any person covered as either a subscriber or a dependent in accordance with the terms and conditions of the plan.
- C1.9 **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply may result in a proposal being considered non-responsive.
- C1.10 **Off-shore** means outside of the United States.
- C1.11 **Participant** has the same meaning as the word member.
- C1.12 **PHI** shall mean Protected Health Information, as defined in 45 C.F.R. 160.103, as amended.
- C1.13 **Pricing Pages** apply to the form(s) on which the bidder must state the price(s) applicable for the services required in the RFP. The pricing pages must be completed and uploaded by the bidder prior to the specified proposal filing date and time.
- C1.14 **Privacy Regulations** shall mean the federal privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, codified at 45 C.F.R. Parts 160 and 164 (Subparts A & E).
- C1.15 **Proposal Filing Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of proposals by DirectPath system.

- C1.16 **Provider** means a physician, hospital, medical agency, specialist or other duly licensed health care facility or practitioner certified or otherwise authorized to furnish health care services pursuant to the law of the jurisdiction in which care or treatment is received. A doctor/physician as defined in 22 CSR 10-2010(22). Other providers include but are not limited to:
- C1.16.1 Audiologist (AUD or PhD);
 - C1.16.2 Certified Addiction Counselor for Substance Abuse (CAC);
 - C1.16.3 Certified Nurse Midwife (CNM) – when acting within the scope of his/her license in the state in which s/he practices and performing a service which would be payable under this plan when performed by a physician;
 - C1.16.4 Certified Social Worker or Masters in Social Work (MSW)
 - C1.16.5 Chiropractor;
 - C1.16.6 Licensed Clinical Social Worker
 - C1.16.7 Licensed Professional Counselor (LPC);
 - C1.16.8 Licensed Psychologist (LP);
 - C1.16.9 Nurse Practitioner (NP);
 - C1.16.10 Physician Assistant (PA);
 - C1.16.11 Occupational Therapist;
 - C1.16.12 Physical Therapist;
 - C1.16.13 Speech Therapist;
 - C1.16.14 Registered Nurse Anesthetist (CRNA);
 - C1.16.15 Registered Nurse Practitioner (ARNP); or
 - C1.16.16 Therapist with a PhD or Master’s Degree in Psychology or Counseling.
- C1.17 **Request for Proposal (RFP)** means the solicitation document issued by MCHCP to potential bidders for the purchase of services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- C1.18 **Respondent** means any party responding in any way to this RFP.
- C1.19 **Retiree** means a former employee who, at the time of termination of employment, met the eligibility requirements as outlined in subsection 22 CSR 10-2.020(2)(B) and is currently receiving a monthly retirement benefit from a retirement system listed in such rule.
- C1.20 **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature, which govern the operations of all agencies of the State of Missouri. Chapter 103 of the statutes is the primary chapter governing the operations of MCHCP.
- C1.21 **Shall** has the same meaning as the word must.
- C1.22 **Should** means that certain feature, component and/or action is desirable but not mandatory.
- C1.23 **Subscriber** means the person who elects coverage under the plan.

C2. GENERAL BIDDING PROVISIONS

- C2.1 It shall be the bidder’s responsibility to ask questions, request changes or clarification, or otherwise advise MCHCP if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from bidders

regarding specifications, requirements, competitive procurement process, etc., must be directed to MCHCP via the messaging tool on the Direct Path web site, as indicated on the last page of the *Introduction and Instructions* document of the RFP. Such communication must be received no later than Monday, March 12, 2018, 4 p.m. CT (5 p.m. ET).

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

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

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

C3. PREPARATION OF PROPOSALS

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

C4. DISCLOSURE OF MATERIAL EVENTS

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

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

C5. COMPLIANCE WITH APPLICABLE FEDERAL LAWS

- C5.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Health Insurance Portability and Accountability Act (HIPAA) and The Patient Protection and Affordable Care Act (PPACA), as amended.
- C5.2 Any bidder offering to provide services must sign a Business Associate Agreement (BAA) (see Exhibit A-9) due to the provisions of HIPAA. Any requested changes shall be noted and returned with the RFP. **The changes are accepted only upon MCHCP signing a revised BAA after contract award.**
- C5.3 Upon awarding of the contract by the Board, the BAA shall be signed by both parties within five (5) working days of the request to sign, or the award of the contract may be rescinded.

ATTACHMENT 1

LAYOUT FOR MCHCP ENROLLEE FILE (Attachment 2)

Field Name	Description
ID	Number assigned by MCHCP
Relation	Identifies if member is subscriber, spouse, or child 1 – subscriber 2 – spouse 3 – child
Cov Level	Identifies subscriber's level of coverage MI – Employee Only MS – Employee and Spouse MC – Employee and Child(ren) MF – Employee, Spouse, and Child(ren) DP – COBRA Child SC – Surviving Child
Status	Identifies status of member ACT – Active Employee RTN – Retired Employee CBR – COBRA Participant
Zip	5-Digit Zip Code
YOB	Year of Birth (YYYY)
Gender	M – Male F – Female
State or Public Entity	S – State P – Public Entity member

Total record count = 97,403

ATTACHMENT 1

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

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

Total record count = 18,129

ATTACHMENT 1

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

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

Total record count = 3,594

ATTACHMENT 1

LAYOUT FOR MCHCP VISION ENROLLEE FILE (Attachment 5)

Field Name	Description
ID	Number assigned by MCHCP
Relation	Identifies if member is subscriber, spouse, or child 1 – subscriber 2 – spouse 3 – child
Plan Type	BASIC – Basic Plan HIGH – High Plan
Coverage Level	Identifies subscriber's level of coverage MI – Employee Only MS – Employee and Spouse MC – Employee and Child(ren) MF – Employee, Spouse, and Child(ren) DP – COBRA Child SC – Surviving Child
Status	Identifies status of member ACT – Active Employee CBR – COBRA Participant RTN – Retired Employee
Zip	5-Digit Zip Code
YOB	Year of Birth
Gender	M – Male F – Female
State or Public Entity	S – State P – Public Entity member

Total record count = 71,096

Attachment 6
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	SSN	Lname	First	MI	Title	Role 1	Role 2	Accept	Street 1	Street 2	City	State	Zip	Phone	Practice Type (Independent [I] vs. Retail [R])	County
R1234	555555555	Doe	John	J	O.D.	General		Y	123 West High	Suite 300	Columbia	MO	65202	5735555555	I	Boone
R1234	555555555	Doe	John	J	O.D.	General		Y	456 Forum		Columbia	MO	65202	5734444444	I	Boone

Attachment 7 (Page 1 of 3)

Vision Experience

2016-2017

State - Basic Plan					
	Employees	Members	Vision Claims		
			Paid - In Network	Paid - Out of Network	Paid Premiums
Jan-16	11,940	22,601	\$66,930.13	\$4,804.29	\$87,393.36
Feb-16	11,952	22,608	\$62,152.05	\$4,362.90	\$87,299.04
Mar-16	11,946	22,575	\$66,920.07	\$4,226.76	\$87,156.30
Apr-16	11,927	22,549	\$62,047.27	\$2,562.99	\$87,165.77
May-16	11,924	22,521	\$54,990.23	\$5,410.30	\$86,997.78
Jun-16	11,924	22,503	\$55,415.08	\$5,625.54	\$87,033.87
Jul-16	11,945	22,526	\$52,720.04	\$4,781.49	\$87,012.48
Aug-16	11,942	22,512	\$63,187.40	\$6,089.95	\$87,008.40
Sep-16	11,908	22,436	\$55,254.36	\$4,307.49	\$86,775.03
Oct-16	11,963	22,483	\$52,104.28	\$3,919.85	\$86,717.92
Nov-16	11,987	22,500	\$53,497.42	\$3,728.88	\$86,993.17
Dec-16	11,976	22,499	\$55,726.87	\$4,071.00	\$87,031.55
Jan-17	11,880	22,439	\$58,294.54	\$4,190.12	\$86,766.06
Feb-17	11,900	22,449	\$58,541.12	\$5,529.53	\$86,793.35
Mar-17	11,912	22,467	\$67,402.37	\$3,168.85	\$86,884.73
Apr-17	11,880	22,394	\$54,965.48	\$2,954.09	\$86,530.82
May-17	11,896	22,392	\$50,386.89	\$4,694.38	\$86,562.95
Jun-17	11,905	22,377	\$53,726.51	\$4,871.76	\$86,650.48
Jul-17	11,900	22,389	\$44,993.87	\$3,257.97	\$86,692.06
Aug-17	11,917	22,422	\$66,416.82	\$4,916.51	\$86,724.58
Sep-17	11,913	22,397	\$48,957.58	\$3,453.71	\$86,659.89
Oct-17	11,893	22,341	\$52,867.66	\$4,761.05	\$86,441.98
Nov-17	11,906	22,307	\$46,609.61	\$4,417.10	\$86,292.58
Dec-17	11,892	22,261	\$48,976.35	\$4,445.78	\$86,229.35

State - Premium Plan					
	Employees	Members	Vision Claims		
			Paid - In Network	Paid - Out of Network	Paid Premiums
Jan-16	22,699	43,181	\$202,620.74	\$6,578.75	\$209,609.38
Feb-16	22,744	43,247	\$210,215.73	\$8,738.16	\$209,900.96
Mar-16	22,770	43,286	\$222,000.11	\$7,510.86	\$210,058.98
Apr-16	22,782	43,270	\$183,507.57	\$5,232.22	\$210,020.75
May-16	22,752	43,177	\$160,828.56	\$6,009.83	\$209,569.30
Jun-16	22,788	43,195	\$172,177.65	\$6,624.61	\$209,815.77
Jul-16	22,801	43,145	\$161,617.40	\$6,964.37	\$209,305.17
Aug-16	22,782	43,052	\$192,826.45	\$5,742.97	\$208,996.28
Sep-16	22,811	43,054	\$151,202.65	\$6,974.72	\$208,894.14
Oct-16	22,882	43,142	\$150,939.19	\$6,790.70	\$209,006.43
Nov-16	22,913	43,155	\$151,306.65	\$6,879.03	\$209,445.01
Dec-16	22,966	43,156	\$187,125.98	\$6,748.15	\$209,584.47
Jan-17	24,025	45,599	\$194,586.63	\$5,681.61	\$221,065.35
Feb-17	24,071	45,651	\$202,737.47	\$6,092.17	\$221,426.14
Mar-17	24,079	45,625	\$250,249.25	\$6,724.22	\$221,459.55
Apr-17	24,075	45,605	\$177,698.04	\$5,293.73	\$221,226.98
May-17	24,094	45,601	\$168,187.13	\$6,189.71	\$221,328.38
Jun-17	24,137	45,596	\$168,485.93	\$5,304.25	\$221,773.96
Jul-17	24,147	45,569	\$138,096.06	\$4,726.69	\$221,601.53
Aug-17	24,133	45,515	\$195,696.03	\$5,767.40	\$221,364.13
Sep-17	24,154	45,478	\$153,411.74	\$5,807.21	\$221,325.98
Oct-17	24,174	45,505	\$153,635.31	\$5,619.95	\$221,205.99
Nov-17	24,258	45,591	\$141,151.93	\$7,562.29	\$221,976.20
Dec-17	24,331	45,699	\$170,404.69	\$7,367.80	\$222,300.98

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

Public Entity - Basic Plan					
	Employees	Members	Vision Claims		
			Paid - In Network	Paid - Out of Network	Paid Premiums
Jan-16	132	200	\$567.40	\$45.00	\$736.77
Feb-16	134	202	\$520.75	\$0.00	\$790.41
Mar-16	135	204	\$806.00	\$0.00	\$771.25
Apr-16	138	207	\$324.20	\$0.00	\$782.74
May-16	139	210	\$522.35	\$0.00	\$798.69
Jun-16	133	200	\$723.65	\$0.00	\$757.58
Jul-16	131	197	\$234.00	\$0.00	\$753.75
Aug-16	132	203	\$307.50	\$0.00	\$757.58
Sep-16	129	197	\$440.00	\$0.00	\$734.14
Oct-16	127	191	\$443.50	\$30.00	\$710.27
Nov-16	126	191	\$135.00	\$0.00	\$726.04
Dec-16	129	195	\$658.00	\$150.00	\$740.92
Jan-17	112	166	\$686.61	\$0.00	\$632.98
Feb-17	112	166	\$362.84	\$0.00	\$632.98
Mar-17	113	167	\$240.58	\$0.00	\$636.81
Apr-17	113	168	\$434.77	\$0.00	\$636.81
May-17	113	168	\$201.15	\$0.00	\$629.15
Jun-17	114	169	\$288.25	\$229.70	\$629.15
Jul-17	114	169	\$365.10	\$0.00	\$629.15
Aug-17	116	173	\$583.31	\$45.18	\$641.53
Sep-17	118	178	\$708.50	\$145.88	\$664.98
Oct-17	115	176	\$439.14	\$0.00	\$657.32
Nov-17	113	173	\$324.23	\$0.00	\$645.82
Dec-17	115	173	\$463.02	\$328.11	\$637.70

Public Entity - Premium Plan					
	Employees	Members	Vision Claims		
			Paid - In Network	Paid - Out of Network	Paid Premiums
Jan-16	474	784	\$4,559.62	\$0.00	\$3,685.19
Feb-16	475	781	\$4,486.30	\$90.00	\$3,813.76
Mar-16	475	781	\$2,596.56	\$0.00	\$3,759.44
Apr-16	471	771	\$2,557.63	\$45.00	\$3,706.25
May-16	465	761	\$3,232.83	\$0.00	\$3,658.44
Jun-16	452	738	\$2,829.75	\$0.00	\$3,575.63
Jul-16	444	724	\$2,403.21	\$0.00	\$3,512.79
Aug-16	448	728	\$2,629.81	\$195.00	\$3,517.08
Sep-16	449	734	\$1,491.50	\$190.00	\$3,546.66
Oct-16	447	727	\$1,818.95	\$0.00	\$3,473.02
Nov-16	446	724	\$1,711.75	\$0.00	\$3,511.15
Dec-16	443	721	\$2,468.23	\$0.00	\$3,472.12
Jan-17	448	742	\$3,414.20	\$165.10	\$3,592.42
Feb-17	455	755	\$3,994.84	\$386.39	\$3,654.14
Mar-17	451	744	\$3,380.45	\$0.00	\$3,620.29
Apr-17	452	745	\$3,142.08	\$0.00	\$3,625.13
May-17	456	753	\$3,038.97	\$115.23	\$3,571.99
Jun-17	459	756	\$2,319.64	\$145.44	\$3,630.56
Jul-17	460	758	\$2,369.72	\$0.00	\$3,649.88
Aug-17	461	760	\$2,045.66	\$306.17	\$3,664.38
Sep-17	455	749	\$2,185.59	\$216.30	\$3,615.46
Oct-17	454	752	\$2,035.54	\$0.00	\$3,623.96
Nov-17	459	759	\$2,458.84	\$45.92	\$3,658.95
Dec-17	459	757	\$2,527.72	\$114.58	\$3,654.11

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

Attachment 7 (Page 2 of 3)

Vision Experience

2016

State Members

	Standard Plan				Premium Plan			
	Actives		Retirees		Actives		Retirees	
	2016		2016		2016		2016	
	Service Count	Net Payment	Service Count	Net Payment	Service Count	Net Payment	Service Count	Net Payment
No. of Exams	6,644	\$258,679.17	817	\$31,758.09	16,590	\$613,257.23	1,758	\$67,300.09
No. of Single Vision Lenses	1,859	\$20,343.00	84	\$707.00	4,422	\$46,871.25	158	\$1,262.00
No. of Bifocals	770	\$15,607.00	310	\$6,445.00	2,246	\$43,813.00	679	\$12,975.36
No. of Trifocals	547	\$15,717.00	240	\$7,535.00	1,646	\$47,429.00	531	\$15,821.00
No. of Progressives	827	0.00	304	\$0.00	2,698	\$0	794	\$0
No. of Contacts	2,102	\$196,438.63	142	\$13,080.65	5,410	\$680,773.72	314	\$41,855.48
No. of Frames	2,145	\$155,641.46	592	\$28,454.69	8,805	\$536,639.72	1,281	\$78,935.90

Public Entity Members

	Standard Plan				Premium Plan			
	Actives		Retirees		Actives		Retirees	
	2016		2016		2016		2016	
	Service Count	Net Payment	Service Count	Net Payment	Service Count	Net Payment	Service Count	Net Payment
No. of Exams	65	\$2,677.40	0	\$0	272	\$10,553.20	0	\$0
No. of Single Vision Lenses	16	\$107.00	0	\$0	54	\$490.00	0	\$0
No. of Bifocals	10	\$171.00	0	\$0	69	\$310.00	0	\$0
No. of Trifocals	6	\$162.00	0	\$0	35	\$1,030.00	0	\$0
No. of Progressives	10	0.00	0	\$0	59	\$0	0	\$0
No. of Contacts	13	\$1,301.75	0	\$0	76	\$9,271.18	0	\$0
No. of Frames	32	\$1,466.20	0	\$0	165	\$9,962.76	0	\$0

Attachment 7 (Page 3 of 3)

Vision Experience

2017

State Members

	Standard Plan				Premium Plan			
	Actives		Retirees		Actives		Retirees	
	2017		2017		2017		2017	
	Service Count	Net Payment	Service Count	Net Payment	Service Count	Net Payment	Service Count	Net Payment
No. of Exams	6,361	\$249,743.01	841	\$32,751.16	16,228	\$627,136.93	1,915	\$73,102.48
No. of Single Vision Lenses	1,917	\$19,773.95	86	\$710.00	4,703	\$48,774.00	172	\$1,455.00
No. of Bifocals	641	\$12,914.50	272	\$5,705.00	2,070	\$40,975.50	701	\$13,612.00
No. of Trifocals	444	\$13,883.00	257	\$7,871.00	1,544	\$45,734.00	502	\$15,905.03
No. of Progressives	699	\$0	214	\$0	2,403	\$0	601	\$0
No. of Contacts	2,012	\$187,740.00	153	\$14,009.37	5,572	\$690,054.33	357	\$44,355.89
No. of Frames	2,690	\$127,822.83	427	\$20,778.33	7,486	\$466,126.51	971	\$61,482.96

Public Entity Members

	Standard Plan				Premium Plan			
	Actives		Retirees		Actives		Retirees	
	2017		2017		2017		2017	
	Service Count	Net Payment	Service Count	Net Payment	Service Count	Net Payment	Service Count	Net Payment
No. of Exams	55	\$2,335.40	1	\$40.00	272	\$10,904.23	0	\$0
No. of Single Vision Lenses	13	\$139.00	0	\$0	74	\$658.00	0	\$0
No. of Bifocals	7	\$187.00	2	\$34.00	60	\$1,265.00	0	\$0
No. of Trifocals	4	\$108.00	0	\$0	34	\$1,018.00	0	\$0
No. of Progressives	7	\$0	0	\$0	51	\$0	0	\$0
No. of Contacts	18	\$1,791.40	0	\$0	79	\$10,417.42	0	\$0
No. of Frames	18	\$1,015.91	2	\$77.60	146	\$9,296.01	0	\$0

Vision Questionnaire

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

Proprietary Statement

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

☐ Confirmed

☐ Not confirmed (please explain)

Vendor Profile

2.1 Provide the following information about your company:

Full and legal company name

Name of parent organization (if applicable)

Corporate address

Name of contact person for questions regarding this RFP response

Telephone

Email address

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

Number of years

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

Number of years

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

Number of groups of 30,000 employees or more

Number of groups of 20,000-29,999 employees

Number of groups of 10,000-19,999 employees

Number of groups less than 10,000 employees

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

Number of current members

Number of new members last year (2017)

Number of new members year to date (2018)

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

☐ Yes (please explain)

☐ No

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

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

[illegible]

Account Management (Secondary)									
Implementation (Primary)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Implementation (Secondary)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %

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

☐ Confirmed

☐ Not confirmed (please explain)

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

Response

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Yes

☐ No (please explain)

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

☐ Yes

☐ No (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

Customer Service

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

Location(s)

Days of operation

Hours of operation

Holidays observed

Number of customer/member services representatives assigned to MCHCP account

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

Experience level of staff (average # of yrs)

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

☐ Yes (please describe)

☐ No (please explain)

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

☐ Customer service representative (state how many)

☐ Other (describe and state how many)

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

Percent

 %

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

☐ Yes

☐ No (please explain)

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

☐ Yes

☐ No (please explain)

4.7 Are all calls documented and/or recorded?

	Yes (please describe)	No (please explain)
Documented	<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"/>

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

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

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

☐ Calls transferred to another call center (list locations)

☐ Voice mail

☐ IVR

☐ Other (please explain)

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

☐ Access provider directory

☐ Verify eligibility

☐ Check claim status

☐ Request ID card

☐ Check status of maximums or limits

☐ Obtain a history of claims

☐ Map provider locations

☐ Other (please explain)

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

URL

ID

Password

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

- ☐ New contract
- ☐ Future plan years
- ☐ Newly eligible
- ☐ Member request
- ☐ Not applicable, plan does not issue ID cards

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

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

4.14 Does your company conduct member satisfaction surveys?

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

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

- ☐ Confirmed
- ☐ Not confirmed (please explain)

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

- ☐ Confirmed
- ☐ Not confirmed (please explain)

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

Response

Technology and Security

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

Customer Relation Management (CRM) (MM/YYYY)

Eligibility (MM/YYYY)

Claims (MM/YYYY)

Other (please describe)

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

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

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

Call center

Claims processing center

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

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

5.5 How frequently do you backup data?

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

5.6 Is stored backup data encrypted on media?

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

5.7 Is backup data stored in multiple locations?

Yes (please describe)

No (please explain)

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

Response

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

Response

5.10 Describe your process for addressing security breaches.

Response

5.11 Do you adhere to the latest approved accessibility guidelines developed by the Web Accessibility Initiative of World Wide Web Consortium (W3C)?

Yes (please describe)

No (please explain)

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

Response

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

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

5.14 Are mobile apps available for use by your membership?

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

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

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

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

Confirmed (please describe)

Not confirmed (please explain)

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

Response

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

Response

5.19 Confirm you have uploaded metrics that demonstrate the reliability of your IT systems. Upload the file to the Reference Files from Vendor section, and name the file "Q5.19 Reliability Metrics".

☐ Confirmed

☐ Not confirmed (please explain)

5.20 Please describe the following about your network communication services:

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

Identify the types of software systems and applications

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

Response

5.22 Have you ever experienced a security breach involving PHI?

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

☐ No

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

☐ Support single sign-on using SAML

☐ Support single sign-on using different standard (please list)

☐ Do not support single sign-on (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

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

Reporting

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

☐ Confirmed

☐ Not confirmed (please explain)

6.2 Confirm you have uploaded copies of the standard customer service reports that will be made available to satisfy the requirements stated in Exhibit B, Section B4.4 to the Reference Files from Vendor section. Name the document "Q6.2 Customer Service Report".

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Truven Health Analytics

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

☐ No

6.4 Describe your experience and ability to provide claims-level data to third party vendors as described in Exhibit B, Section B4.2.

Response

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

☐ Yes, at no additional cost

☐ Yes, at an additional cost (indicate cost in Supplemental Pricing of the Pricing Model)

☐ No (please explain)

Claims Administration

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

Response

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

Number of years in operation

Number of claims processed during the last calendar year

Average number of claims per processor per day

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

Percentage

 %

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

Percentage

 %

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

Number of working days

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

Response

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

Response

7.8 Does your system maintain COB information on claimants?

☐ Yes (please describe)

☐ No (please explain)

7.9 How frequently do you require updates to COB data?

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

Access to Services

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

Response

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

	Targeted	Actual (2017)	Do not track
Ophthalmologist	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/>
Optometrist	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/>

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

Response

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

Response

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

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

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

- ☐ Yes (please describe)
☐ No

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

- ☐ Yes (please describe)
☐ No

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

Percentage

 %

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

- ☐ Yes (please describe)
☐ No

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

- ☐ Yes (please describe)
☐ No

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

- ☐ Yes (provide percentage)
☐ No (please explain)

 %

Provider Network

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

	Confirmed	Not confirmed (please explain)
Summary of Employees with Access (retail practices)	<input type="radio"/>	<input type="radio"/> <input type="text"/>
Summary of Employees without Access (retail practices)	<input type="radio"/>	<input type="radio"/> <input type="text"/>
Summary of Employees with Access (independent practices)	<input type="radio"/>	<input type="radio"/> <input type="text"/>
Summary of Employees without Access (independent practices)	<input type="radio"/>	<input type="radio"/> <input type="text"/>

9.2 Confirm you have uploaded a provider network file to the Reference Files from Vendor section in the format provided in Attachment 6. Include only those providers located in Missouri. Name the file "Q9.2 Provider Network".

☐ Confirmed

☐ Not confirmed (please explain)

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

	Added in 2016	Dropped in 2016	Added in 2017	Dropped in 2017
Optometrists	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Ophthalmologists	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

☐ Yes

☐ No (please explain)

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

	Number of practices	Percent accepting new patients
Retail practices	<input type="text"/>	<input type="text"/> %
Independent practices	<input type="text"/>	<input type="text"/> %

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

☐ Yes (please describe)

☐ No (please explain)

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

Response

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

Optometrists

 %

Ophthalmologists

 %

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

☐ Yes, an increase in network size (please explain)

☐ Yes, a decrease in network size (please explain)

☐ No

9.10 Provide the number and percentage of network providers with closed practices as of 1/1/2018.

Number of optometrists

Percent of optometrists %
 Number of ophthalmologists
 Percent of ophthalmologists %

9.11 Describe the credentialing process including information collected.

Response

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

Response

9.13 Do you conduct provider network compliance inspections?

☐ Yes

☐ No (please explain)

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

Response

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

☐ Yes

☐ No (list states with no providers)

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

☐ Daily

☐ Weekly

☐ Monthly

☐ Quarterly

☐ Other (please explain)

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

Response

9.18 How often are new providers added to your network?

Response

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

☐ Yes (please explain)

☐ No

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

☐ Confirmed

☐ Not confirmed (please explain)

Performance Guarantees

10.1 Account Management - Satisfaction. The following category will be measured and reported on Implementation and annually beginning January, 2019.

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

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

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

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

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Average number of seconds for call to be answered by a live customer service representative	25 seconds or less	<input type="text"/>	<input type="text"/>	For each full second above standard, \$2,000 plus \$0.10 PEPM	<input type="text"/>

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

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

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

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Average number of days within which written inquiries from members will be responded to	5 business days or less	<input type="text"/>	<input type="text"/>	For each business day above standard, \$500 plus \$0.10 PEPM	<input type="text"/>

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

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Electronic eligibility files will be installed and eligibility status will be effective within an average of 24 hours of receipt.	95% within 24 hours	<input type="text"/>	<input type="text"/>	For each full hour beyond 24 hours, \$500 plus \$0.10 PEPM	<input type="text"/>

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

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

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

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
ID cards mailed no later than one week prior to effective date of each year	100 percent of all ID cards mailed one week prior to effective date	<input type="text"/>	<input type="text"/>	For each day after stated deadline, \$500 plus \$0.10 PEPM	<input type="text"/>

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

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
ID cards mailed within 10 business days of receipt of eligibility data (for monthly changes) or request for replacement card	100 percent of all ID cards mailed within 10 business days of receipt of eligibility file or request	<input type="text"/>	<input type="text"/>	For each day beyond the 10th business day, \$500 plus \$0.10 PEPM	<input type="text"/>

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

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum dollar amount at risk
Eligibility file is tested and loaded accurately prior to January 1, 2019	Testing completed by November 1, 2018	<input type="text"/>	MCHCP will determine acceptability of testing	\$2,000 plus \$0.10 PEPM	<input type="text"/>
Contractor's customer service center is prepared to answer MCHCP member questions by October 1, 2018	Customer service center is operational and has been trained on MCHCP's benefit	<input type="text"/>	MCHCP will determine contractor's readiness to address member questions	\$2,000 plus \$0.10 PEPM	<input type="text"/>

10.11 Reporting - The following categories will be reported and measured quarterly beginning January, 2019. Penalties will be applied for each month the contractor fails to meet these standards.

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum dollar amount at risk
Claim file must be submitted to MCHCP's data vendor no later than 15th of the month for prior month's services	100%	<input type="text"/>	MCHCP's data vendor will report to MCHCP	For each incident, \$2,000 plus \$0.10 PEPM	<input type="text"/>
Claim file must be submitted to MCHCP's data vendor in proper format on first submission of the month	100%	<input type="text"/>	MCHCP's data vendor will report to MCHCP	For each incident, \$2,000 plus \$0.10 PEPM	<input type="text"/>
Data submission to MCHCP's data vendor must include 100 percent of all required financial fields	100%	<input type="text"/>	MCHCP's data vendor will report to MCHCP	For each incident, \$2,000 plus \$0.10 PEPM	<input type="text"/>

Data submission to MCHCP's data vendor must include all required key fields (subscriber SSN, member DOB, and member gender)	100%	<input type="text"/>	MCHCP's data vendor will report to MCHCP	For each incident, \$2,000 plus \$0.10 PEPM	<input type="text"/>
Data submission to MCHCP's data vendor must include all required key fields (diagnostic coding, provider type, provider ID, etc.)	100%	<input type="text"/>	MCHCP's data vendor will report to MCHCP	For each incident, \$2,000 plus \$0.10 PEPM	<input type="text"/>

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

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum dollar amount at risk
Standard quarterly reporting must be submitted to MCHCP in the agreed upon format and within 30 days of end of quarter.	Due within 30 days of end of quarter	<input type="text"/>	MCHCP will determine acceptability of reports	For each day beyond deadline for submission, \$2,000 plus \$0.10 PEPM	<input type="text"/>
Customer service reporting must be submitted to MCHCP in the agreed upon format and within 30 days of end of quarter.	Due within 30 days of end of quarter	<input type="text"/>	MCHCP will determine acceptability of reports	For each day beyond deadline for submission, \$2,000 plus \$0.10 PEPM	<input type="text"/>
Standard annual reporting must be submitted to MCHCP in the agreed upon format and within 60 days of end of the calendar year.	Due within 60 days of end of calendar year	<input type="text"/>	MCHCP will determine acceptability of reports	For each day beyond deadline for submission, \$2,000 plus \$0.10 PEPM	<input type="text"/>

10.13 Monthly eligibility audit file - The following category will be measured and reported quarterly beginning January, 2019. Penalties will be applied for each month the contractor fails to meet this standard.

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum dollar amount at risk
Eligibility audit file must be provided on the second Thursday of each month in the agreed upon format	Audit file available by the second Thursday of each month	<input type="text"/>	MCHCP will determine acceptability of file	For each day file was not transmitted on time, \$2,000 plus \$0.10 PEPM	<input type="text"/>

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

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

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

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

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

	Guarantee			Minimum amount at risk	Maximum amount at risk

		Will you guarantee this standard (Yes or No)	Describe your measurement process		
Percent of claims from network providers processed within 5 days	>= 95%	<input type="text"/>	<input type="text"/>	\$2,000 plus \$0.10 PEPM for each full percentage point below standard	<input type="text"/>

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

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

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

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

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

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

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

☐ Confirmed

☐ Not Confirmed (please explain)

MBE-WBE Participation Commitment

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

11.1 MBE Participation Commitment Table

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

11.2 WBE Participation Commitment Table

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

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

References

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

	Company Name	Contact Name	Phone Number	E-mail address	Services provided by your organization	Number of covered employees	Number of years working with your organization
Current Client #1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Current Client #2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Current Client #3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

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

Scope of Work

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

- ☐ Confirmed
- ☐ Not confirmed (please explain)


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

- ☐ Confirmed
- ☐ Not confirmed (please explain)


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

- ☐ Confirmed
- ☐ Not confirmed (please explain)


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

- ☐ Confirmed
- ☐ Not confirmed (please explain)


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

- ☐ Confirmed
- ☐ Not confirmed (please explain)


Attachment Checklist**14.1 Confirm the following have been provided with your proposal. A check mark below indicates they have been uploaded to the Reference Files from Vendor section of the RFP.**

- ☐ Q2.8 E&O insurance document
- ☐ Q2.11 Economic impact
- ☐ Q2.12 Audited financial statements
- ☐ Q2.13 State of Missouri license
- ☐ Q3.2 Implementation plan
- ☐ Q3.4 Organizational chart
- ☐ Q3.7 Sample communication materials
- ☐ Q4.15 Satisfaction survey results
- ☐ Q5.19 Reliability metrics
- ☐ Q5.24 Disaster Recovery Plan
- ☐ Q5.25 Disaster Recovery Plan Testing
- ☐ Q6.1 Sample reporting package
- ☐ Q6.2 Customer service report
- ☐ Q9.1 GeoAccess reports
- ☐ Q9.2 Provider network file
- ☐ Q9.20 Provider communications

Mandatory Contract Provisions Questionnaire

Mandatory Contract Provisions

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

1.1 Term of Contract: The term of this Contract is for a period of one (1) year from January 1, 2019 through December 31, 2019. This Contract may be renewed for four (4) additional one-year periods at the sole option of the MCHCP Board of Trustees. Prices for Years 1-3 must be submitted with this RFP. The submitted pricing arrangement for the first year (January 1 - December 31, 2019) is a firm, fixed price. The submitted prices for the subsequent (2nd - 3rd) years of the contract period (January 1 - December 31, 2020 and January 1 - December 31, 2021 respectively) are guaranteed not-to-exceed maximum prices and are subject to negotiation. Actual pricing for the one-year renewal periods are due to MCHCP by May 15 for the following year's renewal. All prices are subject to best and final offer which may result from subsequent negotiation.

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

☐ Confirmed

☐ Not confirmed (please explain)

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

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

General	Response
1 Will a census file be released?	Census files are available after receipt of the completed and signed Exhibit A-2, Limited Data Use Agreement, available as a Response Document within the DirectPath system.
2 Please provide the vision benefit booklet/certificate.	Please see attached documents.
3 Are the provided month-by-month claims dollars expressed on a paid or incurred basis? If incurred with IBNR adjustment, could we receive month-by-month claim dollars expressed on a paid basis?	The previously provided report included IBNR adjusted values. The attached report includes claim paid amounts.
4 Please provide the historical rates for 2017, 2016 and 2015.	The current rates listed in the RFP have been in place since 2015.
5 Are participants receiving ID cards today? If so, how and how often, and does MCHCP want to continue this practice?	Participants do receive ID cards today that are prepared and mailed to members' homes by the contractor. ID cards are issued for new members and upon request; they are not re-issued each year. MCHCP is not requiring that ID cards be made available as long as there is a seamless way for providers to confirm participation in the plan.
6 Are the premiums of this benefits program subject to state premium tax or exempt?	MCHCP does not make determinations as to tax applicability. It is up to the vendor to decide which taxes apply to their situation.
7 Under the multi-carrier scenario, will each carrier be offering the same plan? If not, what differences will be offered?	If multiple contracts are awarded, all contractors will offer the same benefit package.
8 Can you please provide census information for the group that includes (but is not limited to) DOB, gender, zip code, vision election, active/retiree status, and state/public entity status? If this is already provided among the RFP reference documents, please identify the name(s) of the documents where we may access this information.	Census files are available after receipt of the completed and signed Exhibit A-2, Limited Data Use Agreement, available as a Response Document within the DirectPath system. Census files are named Attachments 2-5.
9 Can you please provide current plan designs for both Basic and Premium? If this is already provided among the RFP reference documents, please identify the name(s) of the documents where we may access this information.	Please see attached documents.
10 Can you please describe the group's current policy/billing format setup? How would the group prefer to be set up under the new carrier?	Please see Exhibit B, Section B5 for information regarding MCHCP's billing and payment requirements.
11 Please confirm commissions we are to assume with our proposal response.	MCHCP will not pay commissions.
12 Please provide the current Vision Benefit Summaries.	Please see attached documents.
13 How many years as National Vision Administrators been the vision carrier?	NVA has been the vision plan administrator since 2014.

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

14	Please confirm when we will receive the Vision census with current Vision Elections/Headcounts. On the census we need: <ul style="list-style-type: none"> • Number of Subscribers by tier • Number of dependents by tier • Number of members by tier 	Census files are available after receipt of the completed and signed Exhibit A-2, Limited Data Use Agreement, available as a Response Document within the DirectPath system.
15	Please confirm which carriers this RFP was released to.	The RFP is posted on MCHCP's public website and available for any entity that wishes to submit a proposal.
16	Please provide any recent plan changes.	There have not been plan changes for 2018, 2017 or 2016 plan years.
17	Please provide the renewal rates.	The current contract with NVA expires Dec. 31, 2018. There are no renewal options remaining.
18	Please provide utilization data (number of exam counts, etc.) for 2017.	Vision experience is provided in Attachment 7. Please note there are multiple worksheets within the document. All RFP documents are also available on MCHCP's website at http://www.mchcp.org/biddingOpportunities/index.asp .
19	Would MCHCP be interested in receiving a self-funded quote?	MCHCP is not soliciting a self-funded quote at this time.
20	Do we have the ability to subcontract printing and member material, items that MCHCP would manage themselves?	MCHCP will not delegate its responsibilities to the vendor.
21	Please advise if a carrier with all member/provider call, claim, and claim review services on shore with a limited portion of IT/system management services off shore, would be considered as a carrier for consideration by MCHCP for dental or vision services.	MCHCP is obligated to follow Missouri executive order 04-09 when contracting for services. The executive order can be found at https://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp .
22	Have there been any plan design changes during the past three years? If so, please describe the changes.	There have not been plan changes for 2018, 2017 or 2016 plan years.
23	In addition to submitting our proposal via DirectPath, do you also require a hard copy?	No.
24	Can you confirm the rate guarantee that MCHCP would like to see on the vision rates?	This is left to the bidder's discretion.
25	Please describe how coordination of benefits (COB) is handled by MCHCP's vision insurance incumbent.	It is the provider's responsibility not to collect more than is owed on services. Two carriers cannot pay full benefits on a service. If NVA is secondary, they pay up to the benefit amount but will never exceed service charges. An EOB would need to be sent to NVA indicating coordination of benefits is needed.
26	We understand that there are multiple agencies which may participate in the vision care program. Is the selected vendor required to provide separate bills and reports to each agency? If so, how many total agencies are there at this time?	Reporting is required for state (MCHCP, MoDOT and MDC) members combined and, separately, for all public entity (local government) members combined. All reports go to MCHCP and not to the agencies. As indicated in Exhibit B, Section 3.3, monthly premiums will be self-billed and electronically paid on the 20th of the month following the month of coverage.
27	Please disclose MCHCP's incumbent medical and dental providers.	MCHCP currently contracts with UMR and Aetna as third party administrators. Delta Dental holds the fully-insured dental contract.

Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2019 Vision RFP
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28	Please provide the current NVA vision member benefit summary for state basic, state premium, public entity basic and public entity premium.	Please see attached documents.
29	Do the public entity actives have the same plan as the state actives? If so, what is the differential in the rates?	State and public entity members have the same benefits. The current contractor has chosen to offer separate rates for the two groups.
30	Please provide a census file showing eligibles and vision enrollment by plan and rating tier.	Census files are available after receipt of the completed and signed Exhibit A-2, Limited Data Use Agreement, available as a Response Document within the DirectPath system.
31	Are implementation credits required?	No.
32	What is your current enrollment process (online, paper, etc.)?	Most enrollment is done online through MCHCP's secure member portal, though paper enrollment is also available.
33	Is any enrollment funding required?	No.
34	Currently, the RFP shows separate rates for retirees. If separate retiree rates need to be quoted, we need 24 months of retiree paid claims/enrollment broken out from the overall experience. If this information is unavailable, we will have to quote one set of rates for both actives and retirees for each plan.	Separate rates for actives and retirees are not required.

Plan Design

Response

1	Would MCHCP accept an allowance toward the LASIK coverage rather than a maximum out-of-pocket?	Bidders may propose alternate plan designs but must bid the plan design as stated in the RFP.
2	What is the coverage on non-standard anti-reflective coating and non-standard progressives?	On the Basic Plan, a discount is applied and member pays the difference. On the Premium Plan, the member pays the applicable copayment as stated in the plan design.
3	Confirm there is no copayment on frame allowance on your Basic or Premium Plan.	Confirmed. There is a \$25 copayment when frames and lenses are purchased together.
4	Confirm there is not a separate exam copayment for contact lenses.	Confirmed. The \$10 copayment applies to the vision examination.
5	Confirm on the Basic and Premium plan, polycarbonate lenses are covered at 100 percent for Age 19 and under.	Confirmed. This will be corrected as part of the Best and Final Offer process.
6	Would MCHCP be open to considering any alternate plan options for review in addition to the current benefits?	Bidders may propose alternate plan designs but must bid the plan design as stated in the RFP.
7	Would MCHCP accept enhancements to the plan designs?	Bidders may propose alternate plan designs but must bid the plan design as stated in the RFP.
8	When the RFP says not covered, does that mean retail cost?	"Not covered" means the member pays 100 percent of the cost.
9	Do any plan allowances vary by provider? If yes, please explain.	Please see attached documents. There are varying allowances at Wal-Mart and Sam's Club locations.

Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2019 Vision RFP
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Mandatory Contract Provisions Questionnaire

Response

1	Is the following requirement negotiable? 1.21 Off shore services: All services under this Contract shall be performed within the United States. Contractor shall not perform, or permit subcontracting of services under this Contract, to any off-shore companies or locations outside of the United States. Any such actions shall result in the Contractor being in breach of this Contract.	MCHCP is obligated to follow Missouri executive order 04-09 when contracting for services. The executive order can be found at https://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp .
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Questionnaire

Response

1	Question 2.5 asks for how many participants our organization services for vision benefits administration. Please confirm whether or not you would like to see total members or funded members only, excluding discount plan membership.	The response to this question should reflect the number of participants that are enrolled in plans similar to MCHCP's.
2	Question 9.10 refers to closed practices. Can you please confirm that closed practices equate to those locations which are not accepting new patients?	Confirmed.
3	Question 9.20 refers to provider communications. Can you please state the kinds of provider communications of which you are specifically thinking?	MCHCP is referencing any communication notifying providers of new groups being added, benefit changes, etc.

Exhibit A-7 Provider Match

Response

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

Response

1	Within Minority Business/Women Business Enterprise Participation, does total dollar value of the contract refer to our total expenses/retention or to a total premium value?	Total value of the contract refers to premium value.
2	Is MBE/WBE required for this bid?	No.

**MCHCP Vision Experience
2016 - 2017**

	State				Public Entity			
	Employees	Members	Vision Claims Paid	Paid Premiums	Employees	Members	Vision Claims Paid	Paid Premiums
Jan-16	34639	65782	\$280,933.91	\$297,002.74	606	984	\$5,172.02	\$4,421.96
Feb-16	34696	65855	\$285,468.84	\$297,200.00	609	982	\$5,097.05	\$4,604.17
Mar-16	34716	65861	\$300,657.80	\$297,215.28	610	984	\$3,402.56	\$4,530.69
Apr-16	34709	65819	\$253,350.05	\$297,186.52	609	978	\$2,926.83	\$4,488.99
May-16	34676	65698	\$227,238.92	\$296,567.08	604	972	\$3,755.18	\$4,457.13
Jun-16	34712	65698	\$239,842.88	\$296,728.67	585	938	\$3,553.40	\$4,333.21
Jul-16	34746	65671	\$226,083.30	\$296,317.65	575	921	\$2,637.21	\$4,266.54
Aug-16	34724	65564	\$267,846.77	\$296,004.68	580	931	\$3,132.31	\$4,274.66
Sep-16	34719	65490	\$217,739.22	\$295,669.17	578	932	\$2,121.50	\$4,280.80
Oct-16	34845	65625	\$213,754.02	\$295,724.35	574	918	\$2,292.45	\$4,183.29
Nov-16	34900	65655	\$215,411.98	\$296,438.18	572	915	\$1,846.75	\$4,237.19
Dec-16	34942	65655	\$253,672.00	\$296,616.02	572	916	\$3,276.23	\$4,213.04
Jan-17	35905	68038	\$262,490.16	\$307,831.41	560	908	\$4,261.25	\$4,225.40
Feb-17	35971	68100	\$272,627.40	\$308,219.49	567	921	\$4,739.32	\$4,287.12
Mar-17	35991	68092	\$326,889.61	\$308,344.28	564	911	\$3,613.79	\$4,257.10
Apr-17	35955	67999	\$240,429.52	\$307,757.80	565	913	\$3,569.70	\$4,261.94
May-17	35990	67993	\$228,999.20	\$307,891.33	569	921	\$3,348.64	\$4,201.14
Jun-17	36042	67973	\$231,691.29	\$308,424.44	573	925	\$2,974.08	\$4,259.71
Jul-17	36047	67958	\$190,501.38	\$308,293.59	574	927	\$2,726.61	\$4,279.03
Aug-17	36050	67937	\$271,705.57	\$308,088.71	577	933	\$2,968.41	\$4,305.91
Sep-17	36067	67875	\$210,360.46	\$307,985.87	573	927	\$3,236.73	\$4,280.44
Oct-17	36067	67846	\$214,715.13	\$307,647.97	569	928	\$2,449.93	\$4,281.28
Nov-17	36164	67898	\$195,746.12	\$308,268.78	572	932	\$2,772.41	\$4,304.77
Dec-17	36223	67960	\$221,946.85	\$308,530.33	574	930	\$3,296.10	\$4,291.81

**MCHCP Vision Experience
2016 - 2017**

State - Basic Plan						State - Premium Plan				
Employees	Members	Vision Claims Paid - In Network	Vision Claims Paid - Out of Network	Paid Premiums		Employees	Members	Vision Claims Paid - In Network	Vision Claims Paid - Out of Network	Paid Premiums
Jan-16	11940	22601	\$66,930.13	\$4,804.29	\$87,393.36	22699	43181	\$202,620.74	\$6,578.75	\$209,609.38
Feb-16	11952	22608	\$62,152.05	\$4,362.90	\$87,299.04	22744	43247	\$210,215.73	\$8,738.16	\$209,900.96
Mar-16	11946	22575	\$66,920.07	\$4,226.76	\$87,156.30	22770	43286	\$222,000.11	\$7,510.86	\$210,058.98
Apr-16	11927	22549	\$62,047.27	\$2,562.99	\$87,165.77	22782	43270	\$183,507.57	\$5,232.22	\$210,020.75
May-16	11924	22521	\$54,990.23	\$5,410.30	\$86,997.78	22752	43177	\$160,828.56	\$6,009.83	\$209,569.30
Jun-16	11924	22503	\$55,415.08	\$5,625.54	\$87,005.89	22788	43195	\$172,177.65	\$6,624.61	\$209,722.78
Jul-16	11945	22526	\$52,720.04	\$4,781.49	\$87,012.48	22801	43145	\$161,617.40	\$6,964.37	\$209,305.17
Aug-16	11942	22512	\$63,187.40	\$6,089.95	\$87,008.40	22782	43052	\$192,826.45	\$5,742.97	\$208,996.28
Sep-16	11908	22436	\$55,254.36	\$4,307.49	\$86,775.03	22811	43054	\$151,202.65	\$6,974.72	\$208,894.14
Oct-16	11963	22483	\$52,104.28	\$3,919.85	\$86,717.92	22882	43142	\$150,939.19	\$6,790.70	\$209,006.43
Nov-16	11987	22500	\$53,497.42	\$3,728.88	\$86,993.17	22913	43155	\$151,306.65	\$6,879.03	\$209,445.01
Dec-16	11976	22499	\$55,726.87	\$4,071.00	\$87,031.55	22966	43156	\$187,125.98	\$6,748.15	\$209,584.47
Jan-17	11880	22439	\$58,236.25	\$4,185.93	\$86,766.06	24025	45599	\$194,392.05	\$5,675.93	\$221,065.35
Feb-17	11900	22449	\$58,482.58	\$5,524.00	\$86,793.35	24071	45651	\$202,534.74	\$6,086.08	\$221,426.14
Mar-17	11912	22467	\$67,267.57	\$3,162.51	\$86,884.73	24079	45625	\$249,748.76	\$6,710.77	\$221,459.55
Apr-17	11880	22394	\$54,855.55	\$2,948.18	\$86,530.82	24075	45605	\$177,342.65	\$5,283.14	\$221,226.98
May-17	11896	22392	\$50,286.12	\$4,684.99	\$86,562.95	24094	45601	\$167,850.76	\$6,177.33	\$221,328.38
Jun-17	11905	22377	\$53,565.33	\$4,857.14	\$86,650.48	24137	45596	\$167,980.48	\$5,288.34	\$221,773.96
Jul-17	11900	22389	\$44,858.89	\$3,248.20	\$86,692.06	24147	45569	\$137,681.78	\$4,712.51	\$221,601.53
Aug-17	11917	22422	\$66,151.15	\$4,896.84	\$86,724.58	24133	45515	\$194,913.25	\$5,744.33	\$221,364.13
Sep-17	11913	22397	\$48,663.83	\$3,432.99	\$86,659.89	24154	45478	\$152,491.27	\$5,772.37	\$221,325.98
Oct-17	11893	22341	\$52,338.98	\$4,713.44	\$86,441.98	24174	45505	\$152,098.96	\$5,563.75	\$221,205.99
Nov-17	11906	22307	\$45,677.42	\$4,328.76	\$86,292.58	24258	45591	\$138,328.90	\$7,411.04	\$221,976.20
Dec-17	11892	22261	\$47,017.30	\$4,267.95	\$86,229.35	24331	45699	\$163,588.51	\$7,073.09	\$222,300.98

Public Entity - Basic Plan						Public Entity - Premium Plan				
	Employees	Members	Vision Claims Paid -	Vision Claims Paid -	Paid Premiums	Employees	Members	Vision Claims Paid - In	Vision Claims Paid -	Paid Premiums
			In Network	Out of Network				Network	Out of Network	
Jan-16	132	200	\$567.40	\$45.00	\$736.77	474	784	\$4,559.62	\$0.00	\$3,685.19
Feb-16	134	202	\$520.75	\$0.00	\$790.41	475	781	\$4,486.30	\$90.00	\$3,813.76
Mar-16	135	204	\$806.00	\$0.00	\$771.25	475	781	\$2,596.56	\$0.00	\$3,759.44
Apr-16	138	207	\$324.20	\$0.00	\$782.74	471	771	\$2,557.63	\$45.00	\$3,706.25
May-16	139	210	\$522.35	\$0.00	\$798.69	465	761	\$3,232.83	\$0.00	\$3,658.44
Jun-16	133	200	\$723.65	\$0.00	\$757.58	452	738	\$2,829.75	\$0.00	\$3,575.63
Jul-16	131	197	\$234.00	\$0.00	\$753.75	444	724	\$2,403.21	\$0.00	\$3,512.79
Aug-16	132	203	\$307.50	\$0.00	\$757.58	448	728	\$2,629.81	\$195.00	\$3,517.08
Sep-16	129	197	\$440.00	\$0.00	\$734.14	449	734	\$1,491.50	\$190.00	\$3,546.66
Oct-16	127	191	\$443.50	\$30.00	\$710.27	447	727	\$1,818.95	\$0.00	\$3,473.02
Nov-16	126	191	\$135.00	\$0.00	\$726.04	446	724	\$1,711.75	\$0.00	\$3,511.15
Dec-16	129	195	\$658.00	\$150.00	\$740.92	443	721	\$2,468.23	\$0.00	\$3,472.12
Jan-17	112	166	\$685.46	\$0.00	\$632.98	448	742	\$3,410.79	\$165.00	\$3,592.42
Feb-17	112	166	\$362.48	\$0.00	\$632.98	455	755	\$3,990.84	\$386.00	\$3,654.14
Mar-17	113	167	\$240.10	\$0.00	\$636.81	451	744	\$3,373.69	\$0.00	\$3,620.29
Apr-17	113	168	\$433.90	\$0.00	\$636.81	452	745	\$3,135.80	\$0.00	\$3,625.13
May-17	113	168	\$200.75	\$0.00	\$629.15	456	753	\$3,032.89	\$115.00	\$3,571.99
Jun-17	114	169	\$287.40	\$229.00	\$629.15	459	756	\$2,312.68	\$145.00	\$3,630.56
Jul-17	114	169	\$364.00	\$0.00	\$629.15	460	758	\$2,362.61	\$0.00	\$3,649.88
Aug-17	116	173	\$580.98	\$45.00	\$641.53	461	760	\$2,037.48	\$304.95	\$3,664.38
Sep-17	118	178	\$704.25	\$145.00	\$664.98	455	749	\$2,172.48	\$215.00	\$3,615.46
Oct-17	115	176	\$434.75	\$0.00	\$657.32	454	752	\$2,015.18	\$0.00	\$3,623.96
Nov-17	113	173	\$317.75	\$0.00	\$645.82	459	759	\$2,409.66	\$45.00	\$3,658.95
Dec-17	115	173	\$444.50	\$314.99	\$637.70	459	757	\$2,426.61	\$110.00	\$3,654.11

Schedule of Vision Benefits (Basic Plan)

Copayment \$10 Exam / \$25 Lenses / \$20 Daily Wear / \$30 Extended Wear / \$50 Specialty Wear	Network Provider	Non-Network Provider
Examination Once Every Calendar Year	\$10 copayment	Reimbursed Amount Up to \$45
Lenses Once Every Calendar Year Single Vision Bifocal Trifocal Lenticular Polycarbonates (under age 18)	Standard Glass or Plastic \$25 copayment Covered 100%	 Up to \$30 Up to \$50 Up to \$65 Up to \$100 Not Covered
Frame Under 18 once Every Calendar Year Age 18 & over once Every Two Calendar Years	Retail Allowance Up to \$125 [Ⓢ] and 20% discount off remaining balance*	Up to \$70
Contact Lenses Once Every Calendar Year Elective Contact Lenses Contact Lens Evaluation/Fitting*** Medically Necessary****	In lieu of Lenses Up to \$125 Retail [Ⓢ] and 15% discount (Conventional) or 10% discount (Disposable) off remaining balance** \$20 copayment (Daily Wear) \$30 copayment (Extended Wear) \$50 copayment (Specialty Wear) Covered 100%	In lieu of Lenses Up to \$105 Daily Wear: \$20 Extended or Specialty Wear: \$30 Up to \$210

*Does not apply Wal-Mart / Sam's Club locations

**Does not apply to Wal-Mart / Sam's Club or Contact Fill locations

***Only covered if you choose Contact Lenses

****Pre-approval from NVA required

ⓈChildren under age 18 are eligible for two examinations during the benefit period.

② Frames up to \$55 EDLP price point at Wal-Mart/Sam's Club locations.

③ Contact Lenses up to \$92 EDLP price point at Wal-Mart/Sam's Club locations.

Lens options purchased from a network NVA provider will be provided to the member at the amounts listed below:

▪ \$10 Solid Tint	\$50 Progressive Lenses Standard
▪ \$12 Fashion / Gradient Tint	\$100 Progressive Lenses Premium
▪ \$10 Standard Scratch-Resistant Coating	\$65 Transitions Single Vision Standard
▪ \$12 Ultraviolet Coating	\$70 Transitions Multi-Focal Standard
▪ \$40 Standard Anti-Reflective	\$25 Polycarbonate (Single Vision) 18 & over
▪ \$20 Glass Photogrey (Single Vision)	\$30 Polycarbonate (Multi-Focal) 18 & over
▪ \$30 Glass Photogrey (Multi-Focal)	\$30 Blended Bifocal (Segment)
▪ \$75 Polarized	\$55 High Index

Options not listed will be priced by NVA providers at their reasonable and customary retail price less 20%.

With pre-approval from NVA: Low Vision Testing is covered in full twice every two calendar years when serviced by a network provider. **Low Vision Aids** are covered 75% up to \$1,000 once every two calendar years when serviced by a network provider. **Maximum benefit for all Low Vision Testing and Aids is \$1,000 every two calendar years when serviced by a network provider.**

Wal-Mart / Sam's Club Stores: Due to their everyday low prices Wal-Mart / Sam's Club will not provide the lens options at the fees listed in the fixed option pricing list. Wal-Mart / Sam's Club stores accept NVA for materials. Doctors affiliated with Wal-Mart / Sam's Club are not Wal-Mart / Sam's Club employees; therefore, participation for exams varies.

Insurance coverage provided by National Guardian Life Insurance Company (NGLIC), 2E Gilman, Madison, WI 53703. Policy NVIGRP 5/07. NGLIC is not affiliated with the Guardian Life Insurance Company of America, a/k/a The Guardian or Guardian Life. A full description of your coverage, its limitations, exclusions and conditions is contained in the Insurance Policy issued to your Plan Sponsor at its place of business. That full description in the form of a Certificate of Coverage can be made available to you by requesting it from your Plan Sponsor.



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National Vision Administrators, L.L.C.



Summary of Vision Care Benefits

National Vision Administrators, L.L.C. (NVA) has been contracted by your group to offer a comprehensive vision care plan to you and your eligible family members. Founded in January of 1979, NVA manages vision benefit services for approximately seven million lives nationwide.

How Your Vision Care Program Works

- For your convenience, at the start of the program, you will receive two identification cards with participating providers in your ZIP code area listed on the back.
- When scheduling your appointment, please notify the NVA network provider that your vision coverage is administered by NVA.
- The provider will contact NVA to verify eligibility.
- At the time of your appointment, present your NVA ID card to the provider or indicate clearly that your benefit is administered by NVA. A vision claim form is not required at an NVA network provider.
- The provider will inform you of your eligibility status prior to rendering services.

To verify your benefit eligibility prior to calling or visiting your eye care provider, please visit our website at www.e-nva.com or contact NVA's Customer Service Department toll-free at 1-877-300-6641.

Eligibility: Eligible dependents under age 18 may receive two vision exams and one (1) pair of lenses and a frame or contact lenses and contact lens evaluation/fitting once every calendar year. Eligible members and dependents age 18 and over may receive a vision exam and one (1) pair of lenses once every calendar year and frames once every two calendar years or contact lenses and contact lens evaluation/fitting once every calendar year.

Customer Service: To verify eligibility, locate a participating provider and receive answers to all your vision care related inquiries, please call NVA's Customer Service Department toll-free at 1-877-300-6641 (TDD: 888-820-2990).

- NVA's Interactive Voice Response (IVR) system is available 24 hours a day, 7 days a week. The IVR allows you to locate a participating provider in your area and check eligibility and the status of your claim(s).
- An NVA Customer Service Representative can be contacted 24 hours a day, 7 days a week.

National Vision Administrators, L.L.C. • PO Box 2187 • Clifton, NJ 07015

Web: www.e-nva.com • Toll-Free: 1-877-300-6641



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Revised 01/01/2015

Benefits at Network Providers:

Highlights of your vision care benefit:

- The option of receiving network or non-network services
- Extensive national provider network
 - Enhanced network benefits:
 - 100% covered Vision examination (after copayment if applicable)
 - 100% covered standard spectacle lenses (after copayment if applicable)
 - Frame allowance covers countless fashionable frames in full
 - Allowance toward the cost of contact lenses and fitting fees
 - No claim forms; providers will submit claims directly to NVA.

Examinations: The comprehensive exam includes case history, examination for pathology or anomalies, visual acuity (clearness of vision), refraction, tonometry (glaucoma test) and dilation. Comprehensive eye examinations can aid in the early detection of ocular diseases and other serious medical conditions, such as diabetes and cardiovascular disease.

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

Frames: Select any frame from the network provider's inventory. Any amount in excess of your plan allowance is the member's responsibility. Frame choices vary from office to office.

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

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

Discounts: In addition to your funded benefit, you are eligible to access the EyeEssentialSM Plan discount on additional purchases during the plan period.

Non-Network Providers: You will be responsible for 100% of the cost at the time of service at a non-network provider. To obtain direct reimbursement according to your plan design, you can print a claim form from www.e-nva.com. Please complete this form and submit it with an original or copy of the itemized receipt. If you cannot print the claim form, you may submit receipts along with a letter containing the member's full name, patient's full name, address, ID number and sponsoring organization to NVA. **Remember**, obtaining vision care services from a non-network provider will result in greater out-of-pocket expense.

Exclusions / Limitations: No payment is made for medical or surgical treatments / prescription and over-the-counter medications / non-prescription lenses / two pair of glasses in lieu of bifocals / vision exam or materials required for employment / replacement of lost, stolen, broken or damaged lenses/ contact lenses or frames except at normal intervals when service would otherwise be available / services or materials provided by federal, state, local government or worker's compensation / examination, procedures training or materials not listed as a covered service / industrial safety lenses and safety frames with or without side shields / parts or repair of frame / sunglasses.

Network providers are not contractually obligated to offer sale prices in addition to outlined coverage.

Regardless of medical or optical necessity, vision benefits are not available more frequently than specified in your policy.

Valuable Member Discounts

Laser Eye Surgery: NVA has chosen **The National LASIK Network** to serve their members. This network was developed by **LCA Vision** in 1999 and is one of the largest panels of LASIK surgeons in the U.S.

Members are entitled to significant discounts and a free initial consultation with all in-network providers.

All providers are contracted to extend members discounts on standard prices or promotional prices, ensuring members will pay less than the public.

NVA members will pay a maximum amount for corrective laser surgery:

- Traditional PRK - \$1,500 per eye
- Traditional LASIK - \$1,800 per eye
- Custom LASIK - \$2,300 per eye

All-Inclusive Discount

- All network providers extend the discount on the entire cost of the procedure, maximizing member savings.

Additional Member Value – Members are entitled to these additional benefits available exclusively at select providers (over 70 locations nationwide).

- Special pricing on select technologies.
- Free initial consultation and comprehensive LASIK exam
- Advanced laser technologies including Wavefront and IntraLase (All-Laser LASIK)
- Attractive financing options available

The process is simple:

- Find a provider (Call 1-877-295-8599 or visit www.e-nva.com)
- Schedule a pre-operative exam to determine if laser vision correction is right for you
- Schedule a treatment
- Pay discounted member price directly to the provider

Contact Fill: NVA provides you with the convenience and savings of Contact Fill, our mail order contact lens replacement service. You may access Contact Fill's services online at www.contactfill.com or by calling them toll-free at 866.234.1393. Contact Fill provides contact lens wearers with significant savings packaged with the convenience of home delivery. Plan discounts applicable at participating retail locations do not apply to purchases made through Contact Fill due to the already low prices.

Plan Specific Details Online: The NVA website is easy to use and provides the most up-to-date information for program participants:

- Locate a nearby network provider by name, ZIP code, or city/state
- Verify eligibility for you or a dependent
- View benefit details
- Review claims
- Print ID cards (when allowable)
- Nominate a non-network provider to join the NVA network

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

Schedule of Vision Benefits (Premium Plan)

Copayment \$10 Exam / \$25 Lenses / \$20 Daily Wear / \$30 Extended Wear / \$50 Specialty Wear	Network Provider	Non-Network Provider
Examination Once Every Calendar Year	\$10 copayment	Reimbursed Amount Up to \$45
Lenses Once Every Calendar Year Single Vision Bifocal Trifocal Lenticular Polycarbonates (under age 18) Standard AR Coating Standard Progressives	Standard Glass or Plastic \$25 copayment Covered 100% \$30 Copayment \$50 Copayment	Up to \$30 Up to \$50 Up to \$65 Up to \$100 Not Covered Not Covered Not Covered
Frame Under 18 once Every Calendar Year Age 18 & over once Every Two Calendar Years	Retail Allowance Up to \$175 [Ⓢ] and 20% discount off remaining balance*	Up to \$70
Contact Lenses Once Every Calendar Year Elective Contact Lenses Contact Lens Evaluation/Fitting*** Medically Necessary****	In lieu of Lenses Up to \$175 Retail [Ⓢ] and 15% discount (Conventional) or 10% discount (Disposable) off remaining balance** \$20 copayment (Daily Wear) \$30 copayment (Extended Wear) \$50 copayment (Specialty Wear) Covered 100%	In lieu of Lenses Up to \$105 Daily Wear: \$20 Extended or Specialty Wear: \$30 Up to \$210

*Does not apply Wal-Mart / Sam's Club locations

**Does not apply to Wal-Mart / Sam's Club or Contact Fill locations

***Only covered if you choose Contact Lenses

****Pre-approval from NVA required

ⓈChildren under age 18 are eligible for two examinations during the benefit period.

② Frames up to \$77 EDLP price point at Wal-Mart/Sam's Club locations.

③ Contact Lenses up to \$129 EDLP price point at Wal-Mart/Sam's Club locations.

Lens options purchased from a network NVA provider will be provided to the member at the amounts listed below:

▪ \$10 Solid Tint	\$100 Progressive Lenses Premium
▪ \$12 Fashion / Gradient Tint	\$65 Transitions Single Vision Standard
▪ \$10 Standard Scratch-Resistant Coating	\$70 Transitions Multi-Focal Standard
▪ \$12 Ultraviolet Coating	\$25 Polycarbonate (Single Vision) 18 & over
▪ \$20 Glass Photogrey (Single Vision)	\$30 Polycarbonate (Multi-Focal) 18 & over
▪ \$30 Glass Photogrey (Multi-Focal)	\$30 Blended Bifocal (Segment)
▪ \$75 Polarized	\$55 High Index

Options not listed will be priced by NVA providers at their reasonable and customary retail price less 20%.

With pre-approval from NVA: Low Vision Testing is covered in full twice every two calendar years when serviced by a network provider. **Low Vision Aids** are covered 75% up to \$1,000 once every two calendar years when serviced by a network provider. **Maximum benefit for all Low Vision Testing and Aids is \$1,000 every two calendar years when serviced by a network provider.**

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Revised 01/01/2015

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Exclusions / Limitations: No payment is made for medical or surgical treatments / prescription and over-the-counter medications / non-prescription lenses / two pair of glasses in lieu of bifocals / vision exam or materials required for employment / replacement of lost, stolen, broken or damaged lenses/ contact lenses or frames except at normal intervals when service would otherwise be available / services or materials provided by federal, state, local government or worker's compensation / examination, procedures training or materials not listed as a covered service / industrial safety lenses and safety frames with or without side shields / parts or repair of frame / sunglasses.

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

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

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

MBE-WBE

Response

1	Are the bonus points for MBE/WBE Participation for the Vision RFP allocated according to the percentage we commit to? If we commit to a smaller percentage than the recommended goals of 10% MBE and 5% WBE, can we achieve a portion of the 10 bonus points for a good faith effort?	Each response will be evaluated on the use of MBE and WBE on the contract in its entirety. Bonus points may be awarded on a sliding scale with the evaluation of each proposal.
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**Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2019 Vision RFP
March 29, 2018**

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

General	Response
1 How can I enter a response to the Vision Questionnaire in cases where we do not track (and therefore can't provide) the requested information, but the response format is number only? Entering "0" would be inaccurate, and not entering an answer would leave an unanswered question. Should I use the comments tool and reference the appropriate question, and provide an explanation?	Please enter a "0" and upload a separate reference document that explains your response. If possible, please avoid using the "comments" tool.