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Judith Muck
Executive Director

March 20, 2014

TO: Invited Vendors

FROM: Judith Muck, Executive Director

RE: Disease Management and Behavior Modification Health Coaching Request for Proposal

Missouri Consolidated Health Care Plan (MCHCP) will be working with HighRoads, an online request for proposal (RFP) system, in the marketing of the 2015 Disease Management and Behavior Modification Health Coaching RFP for a January 1, 2015 effective date. The Missouri Department of Transportation (MoDOT) is also participating in this RFP for a January 1, 2015 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 provides the health benefit program for most State of Missouri employees, retirees, and their dependents covering nearly 97,000 members (lives). Enrolled active state employees and non-Medicare retirees and all of the non-Medicare primary dependents are potentially eligible for disease management coaching. Behavior modification health coaching includes enrolled active state employees and non-Medicare retirees (approximately 44,000 eligible members). It is possible that covered spouses may become eligible for behavior modification health coaching services at some time in the future and at the discretion of the MCHCP Board of Trustees. The eligible number would then increase to approximately 53,000.

MCHCP's current disease management coaching program served over 5,000 members in CY2013 and includes the following chronic conditions: coronary artery disease, diabetes, asthma, congestive heart failure, chronic obstructive pulmonary disease, hypertension, and depression as a co-morbid condition.

MCHCP's current behavior modification health coaching program served over 7,000 members in CY 2013 and includes the following coaching programs for moderate- to high-risk members: back care, weight management, nutrition, stress management, physical activity, tobacco cessation, blood pressure and cholesterol.

Additionally, MoDOT provides health benefits to MoDOT and Missouri State Highway Patrol (MSHP) employees, retirees and covered dependents covering over 27,000 members (lives).

MoDOT's current disease management coaching program serves over 3,400 members and includes the following chronic conditions: coronary artery disease, diabetes, asthma, congestive heart failure, and chronic obstructive pulmonary disease.

MoDOT does not currently contract for behavior modification health coaching.

The option to contract will be at the sole discretion of each state entity

Bids are requested for:

- Disease management coaching for members with a chronic condition identified through medical and pharmacy claim data, referral by a physician, or self-referral by the member.
- Behavior modification health coaching for moderate- to high-risk members identified through a health assessment administered by MCHCP, through medical and pharmacy claim data, referral by a physician, or self-referral by the member.

Contract Term

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 and the Missouri Highways and Transportation Commission. Bidders are required to provide guaranteed pricing for 2015, with not-to-exceed pricing for 2016 -2019.

Current Contracts

MCHCP currently contracts with:

- UMR and Coventry for disease management coaching services. These contracts expire December 31, 2014.
- StayWell Health Management for behavior modification health coaching services. This contract expires September 30, 2014.

MoDOT currently contracts with:

- Coventry Health Care for disease management services. This contract expires Dec. 31, 2016, with two one-year extension options.

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. MCHCP requires the contractor to comply with all state and federal laws, rules and regulations affecting their conduct of business on their own behalf and on behalf of a covered entity such as MCHCP.
- Size and Experience – The bidder must currently provide disease management and behavior modification coaching services to clients that have at least 100,000 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 client if requested. The bidder must have been in operation and performing the services requested in this RFP for a minimum of three (3) years.
- Single Sign-On – The bidder must be able to utilize single sign-on or similar capabilities.
- Data Transfer – Bidders shall agree to provide a regular data file to MCHCP's designated data vendor (currently Truven Health Analytics). The timing and content of the submission will be negotiated prior to finalizing the contract award. At a minimum, the contractor must provide person-level health coaching and disease management participation. Bidders may be required to demonstrate the ability to provide such data before a contract award is made.

- **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 April 21, 2014, 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.
- **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 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 or MoDOT.
- **Data Exchange** – Bidder must be capable of establishing a relationship with MCHCP's and MoDOT's contracted medical health plan administrator and pharmacy benefit manager, which allows the contractor to share participation information.
- **Performance Bond** - The contractor must furnish an original performance security deposit in the form of check, cash, bank draft, or irrevocable letter of credit, issued by a bank or financial institution authorized to do business in Missouri, to MCHCP within ten (10) days after award of the contract and prior to performance of service under the contract. The performance security deposit must be made payable to MCHCP in the amount of \$1.25 million. The contract number and contract period must be specified on the performance security deposit. In the event MCHCP exercises an option to renew the contract for an additional period, the contractor shall maintain the validity and enforcement of the security deposit for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of contract renewal, not to exceed \$1.25 million.

Intent to Bid

Once the RFP is released on March 26, 2014, bidders who are interested in submitting a proposal should complete and upload the Intent to Bid (available as a response document within the HighRoads system). The Intent to Bid should be submitted by 4 p.m. CT (5 p.m. ET), Wednesday, April 2, 2014.

Use of HighRoads

During this RFP process you will find HighRoads' internet-based application offers an opportunity to streamline information exchange. We are confident your organization will find the process straightforward and user-friendly. HighRoads will be contacting you within the next 2-3 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. HighRoads 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, HighRoads 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 HighRoads by way of a provider contact spreadsheet, emailed directly to you by HighRoads. There is no cost to use the HighRoads system.

System Training

HighRoads offers all participants of a HighRoads-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, HighRoads' experienced support personnel will offer an application overview via a web-cast session.

HighRoads support is also available Monday through Friday from 8 a.m. to 8 p.m. ET to help with any technical or navigation issues that may arise. The toll-free number for HighRoads is 800-979-9351, option 2. Support can also be reached by email at support@highroads.com.

Key Event Information

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

Online RFP Released	Wednesday, March 26, 2014 8 a.m. CT (9 a.m. ET)
Intent to Bid Document Date – uploaded as a response document within online event	Wednesday, April 2, 2014 4 p.m. CT (5 p.m. ET)
Bidder Question Submission Deadline – via HighRoads messaging system	Friday, April 4, 2014 4 p.m. CT (5 p.m. ET)
MCHCP Response to Submitted Questions – via HighRoads messaging system	Wednesday, April 9, 2014 4 p.m. CT (5 p.m. ET)
Initial Pricing Bid Date	Monday, April 14, 2014 4 p.m. CT (5 p.m. ET)
All Questionnaires and Pricing Due – Proposal Deadline	Monday, April 21, 2014 4 p.m. CT (5 p.m. ET)
Finalist Presentations/Site Visits, if necessary	June, 2014
Final Vendor Selection/Contract Award	Late June, 2014
Program Effective Date	January 1, 2015

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

We look forward to working with you throughout this process.

plan: DM and Behavior Modification Health Coaching

See Exhibit B for additional details

Plan Summary

Health Coaching	Behavior modification health coaching to moderate- and high-risk members identified through a health assessment administered by MCHCP.
Disease Management	Disease management services for members with a chronic condition identified through claim and pharmacy data, referral by a physician, or self-referral by the member.
Eligibility	Health coaching services will be available to active state employees and non-Medicare retirees. Disease management services will be available to active state and public entity employees, non-Medicare retirees, and their covered dependents.

Instructions

Instructions

	Comments
Behavior Modification Coaching	
Per Eligible Member Per Month Pricing	The bidder must complete the Behavior Modification Coaching worksheet in its entirety, identifying the per eligible member per month cost for each program specification listed.
Eligible Members	Fees quoted must be on a per eligible member per month basis. An eligible member includes active employees and non-Medicare retirees. Fees will be paid for all eligible members, not just those actually enrolled in a coaching program.
Coaching Programs	At a minimum, the bidder must have a coaching program for back care, blood pressure, cholesterol, exercise, eating, tobacco use, stress and weight.
Coaching Fees	The bidder must provide guaranteed pricing for 2015, and not-to-exceed pricing for 2016 - 2019.
Supplemental Pricing	The bidder must list any additional fees such as one-time start-up fees on the Supplemental Pricing worksheet.
Disease Management	
Per Eligible Member Per Month Pricing	The bidder must complete the Disease Management worksheet in its entirety, identifying the per eligible member per month cost for each program specification listed.
Eligible Members	Fees quoted must be on a per eligible member per month basis. An eligible member includes active employees and non-Medicare retirees, and their covered spouses and dependent children. Fees will be paid for all eligible participants, not just those actually enrolled in a disease management program.
Disease Management Programs	At a minimum, the bidder must have a hypertension, diabetes, coronary artery disease/congestive heart failure, and asthma program.
Disease Management Fees	The bidder must provide guaranteed pricing for 2015, and not-to-exceed pricing for 2016 - 2019.
Supplemental Pricing	The bidder must list any additional fees such as one-time start-up fees on the Supplemental Pricing worksheet.

Behavior Modification Coaching

Behavior Modification Health Coaching

	Describe Service	2015	2016	2017	2018	2019
Program Services						
Account Management						
Implementation						
Health Coaching						
Communication Materials						
File Transfers						
Online Health Tracking Tools						
Web Portal						
Toll-free number						
ROI Analysis						
Other 1 (please specify)						
Other 2 (please specify)						
Other 3 (please specify)						
Other 4 (please specify)						
Other 5 (please specify)						
Total Per Eligible Member Per Month Cost	N/A	=SUM('W3'!B2:B13)	=SUM('W3'!C2:C13)	=SUM('W3'!D2:D13)	=SUM('W3'!E2:E13)	=SUM('W3'!F2:F13)

Disease Management

Disease Management

	Describe Service	2015	2016	2017	2018	2019
Program Services						
Account Management						
Implementation						
Coaching						
Communication Materials						
File Transfers						
Online Health Tracking Tools						
Web Portal						
Toll-free number						
ROI Analysis						
Other 1 (please specify)						
Other 2 (please specify)						
Other 3 (please specify)						
Other 4 (please specify)						
Other 5 (please specify)						
Total Per Eligible Member Per Month Cost	N/A	=SUM('W4'!B2:B13)	=SUM('W4'!C2:C13)	=SUM('W4'!D2:D13)	=SUM('W4'!E2:E13)	=SUM('W4'!F2:F13)

Supplemental Pricing

Supplemental Pricing

	Describe Service	Fees	Basis for Payment
Program Services			
Service 1			
Service 2			
Service 3			
Service 4			
Service 5			
Service 6			
Service 7			
Service 8			
Service 9			
Service 10			
Service 11			
Service 12			
Service 13			
Service 14			
Service 15			

Disease Management and Behavior Modification Health Coaching Questionnaire

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

Proprietary Statement

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

Confirmed

Not confirmed (please explain)

Vendor Profile

2.1 Provide the following information about your company:

Full and legal company name

Name of parent organization (if applicable)

Describe your company structure including subsidiaries and affiliates

Number of years providing wellness services

Corporate address

Telephone

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

Response

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

Nationally

Regionally

Missouri

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

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

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

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

2.6 How many participants does your organization service in total?

Number of current members

Number of new members last year (2013)

Number of new members year to date (2014)

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

	Name or Industry	Services provided by your organization	Number of covered employees	Number of years working with your organization
Current Client #1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Current Client #2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Current Client #3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

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

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

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

No

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

	Date service first provided (MM/YYYY)	No. of current participants
Online content	<input type="text"/>	<input type="text"/>
Newsletters	<input type="text"/>	<input type="text"/>
Web links	<input type="text"/>	<input type="text"/>
Telephonic health coaching	<input type="text"/>	<input type="text"/>
Disease management	<input type="text"/>	<input type="text"/>

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

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

2.12 Confirm you have uploaded a document to the Reference Files from Vendor section confirming appropriate licensure by the State of Missouri. Name the document "Q2.12 State of Missouri License".

Confirmed

Not confirmed (please explain)

2.13 What percentage of your overall company sales is attributable to the behavior modification health coaching offering?

Percentage of overall sales attributable to behavior modification health coaching (X.XX%) %

2.14 What percentage of your overall company sales is attributable to the disease management offering?

Percentage of overall sales attributable to disease management (X.XX%) %

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

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

2.16 Describe the economic advantages that will be realized as a result of your organization performing the required services by providing responses to each item below. If necessary to provide a full description, upload a document to the Reference Files from Vendor section, and name the file "Q2.16 Economic Impact".

Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.

Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

Provide a description of the company's economic presence within the State of Missouri (e.g. type of facilities: sales offices, sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

2.17 Confirm you have uploaded two years of your organization's audited financial statements to the Reference Files from Vendor section. Name the file "Q2.17 Audited Financial Statements."

Confirmed

Not confirmed (please explain)

Engagement

3.1 Provide your definition of each of the following risk levels and the level of risk that qualifies an individual for your behavior modification health coaching programs. Identify what percentage of the population is targeted for each risk level.

	Definition/Criteria	Qualify for Coaching (Yes/No)	Percent of population targeted
Low Risk	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Moderate Risk	<input type="text"/>	<input type="text"/>	<input type="text"/> %
High Risk	<input type="text"/>	<input type="text"/>	<input type="text"/> %

3.2 Using the table below, provide an overview of your enrollment process for each risk stratification level (i.e. what outreach methods are used to enroll individuals who are eligible for your behavior modification health coaching program engagement)? Be sure to address when the enrollment process starts and the different enrollment methods used (i.e. phone, mail, etc.).

	Outreach methods used	When enrollment process starts	Methods used (phone, mail, etc.)
Low Risk	<input type="text"/>	<input type="text"/>	<input type="text"/>
Moderate Risk	<input type="text"/>	<input type="text"/>	<input type="text"/>
High Risk	<input type="text"/>	<input type="text"/>	<input type="text"/>

3.3 Provide your definition of each of the following risk levels and the level of risk that qualifies an individual for your disease management programs. Identify what percentage of the population is targeted for each risk level.

	Definition/Criteria	Qualify for DM (Yes/No)	Percent of population targeted
	<input type="text"/>	<input type="text"/>	<input type="text"/>

Low Risk	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Moderate Risk	<input type="text"/>	<input type="text"/>	<input type="text"/> %
High Risk	<input type="text"/>	<input type="text"/>	<input type="text"/> %

3.4 Using the table below, provide an overview of your enrollment process for each risk stratification level (i.e. what outreach methods are used to enroll individuals who are eligible for your disease management coaching program engagement)? Be sure to address when the enrollment process starts and the different enrollment methods used (i.e. phone, mail, etc.).

	Outreach methods used	When enrollment process starts	Methods used (phone, mail, etc.)
Low Risk	<input type="text"/>	<input type="text"/>	<input type="text"/>
Moderate Risk	<input type="text"/>	<input type="text"/>	<input type="text"/>
High Risk	<input type="text"/>	<input type="text"/>	<input type="text"/>

3.5 Can members self enroll in your programs? If so, what are the inbound calling/participation options?

	Yes (please describe)	No (please explain)
Behavior Modification Health Coaching	<input type="text"/>	<input type="text"/>
Disease Management	<input type="text"/>	<input type="text"/>

3.6 Provide your book-of-business average program enrollment rates for your programs, and provide a definition of enrollment.

	Average program enrollment rate (X.XX%)	Definition of enrollment
Behavior Modification Health Coaching	<input type="text"/> %	<input type="text"/>
Disease Management	<input type="text"/> %	<input type="text"/>

3.7 How is incorrect contact information addressed?

Response

3.8 When is an eligible member considered unresponsive to outreach?

Response

Behavior Modification Health Coaching

4.1 Briefly describe your coaching program, including philosophy, goals and objectives.

Response

4.2 Which of the following programs are included in your health coaching program (check all that apply). Also indicate the date each program was first offered (MM/YYYY).

	Web-based (indicate date first offered)	Telephonic coaching (indicate date first offered)	Paper-based (indicate date first offered)
Weight management	<input type="text"/>	<input type="text"/>	<input type="text"/>
Cholesterol	<input type="text"/>	<input type="text"/>	<input type="text"/>
Pre-diabetes/diabetes	<input type="text"/>	<input type="text"/>	<input type="text"/>
Tobacco cessation	<input type="text"/>	<input type="text"/>	<input type="text"/>
Blood pressure	<input type="text"/>	<input type="text"/>	<input type="text"/>
Nutrition	<input type="text"/>	<input type="text"/>	<input type="text"/>
Stress management	<input type="text"/>	<input type="text"/>	<input type="text"/>
Fitness	<input type="text"/>	<input type="text"/>	<input type="text"/>
Osteopenia	<input type="text"/>	<input type="text"/>	<input type="text"/>
Osteoporosis			

	<input type="text"/>	<input type="text"/>	<input type="text"/>
Health maintenance	<input type="text"/>	<input type="text"/>	<input type="text"/>
Gastro-esophageal reflux disease (GERD)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Migraine	<input type="text"/>	<input type="text"/>	<input type="text"/>
Women's health	<input type="text"/>	<input type="text"/>	<input type="text"/>
Low back pain	<input type="text"/>	<input type="text"/>	<input type="text"/>
Alcohol	<input type="text"/>	<input type="text"/>	<input type="text"/>
Insomnia	<input type="text"/>	<input type="text"/>	<input type="text"/>
Anxiety	<input type="text"/>	<input type="text"/>	<input type="text"/>
Depression	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other	<input type="text"/>	<input type="text"/>	<input type="text"/>

4.3 Complete the following table, indicating which programs have received accreditation and from whom (NCQA, JCAHO, URAC, etc.).

	Program name	Accrediting organization	Date accreditation due to renew/expire (MM/YYYY)
Program 1	<input type="text"/>	<input type="text"/>	<input type="text"/>
Program 2	<input type="text"/>	<input type="text"/>	<input type="text"/>
Program 3	<input type="text"/>	<input type="text"/>	<input type="text"/>
Program 4	<input type="text"/>	<input type="text"/>	<input type="text"/>
Program 5	<input type="text"/>	<input type="text"/>	<input type="text"/>
Program 6	<input type="text"/>	<input type="text"/>	<input type="text"/>
Program 7	<input type="text"/>	<input type="text"/>	<input type="text"/>
Program 8	<input type="text"/>	<input type="text"/>	<input type="text"/>
Program 9	<input type="text"/>	<input type="text"/>	<input type="text"/>
Program 10	<input type="text"/>	<input type="text"/>	<input type="text"/>
Program 11	<input type="text"/>	<input type="text"/>	<input type="text"/>
Program 12	<input type="text"/>	<input type="text"/>	<input type="text"/>
Program 13	<input type="text"/>	<input type="text"/>	<input type="text"/>
Program 14	<input type="text"/>	<input type="text"/>	<input type="text"/>
Program 15	<input type="text"/>	<input type="text"/>	<input type="text"/>

4.4 Indicate your success rate for member enrollment and completion of coaching programs.

Enrollment percentage (X.XX%) %

Completion percentage (X.XX%) %

4.5 Provide your definition of an outbound recruitment and engagement call. For example, is an outbound recruitment call an attempt to reach, a live conversation with the eligible participant, or leaving a message on an answering machine?

Response

4.6 Outline the average length of each coaching program, the average number of outbound calls, and your organization's rationale for the number of coaching calls per risk stratification.

	Average length of program	Average number of calls	Rationale for number of calls to risk level
Low risk	<input type="text"/>	<input type="text"/>	<input type="text"/>

	<input type="text"/>	<input type="text"/>	<input type="text"/>
Moderate risk	<input type="text"/>	<input type="text"/>	<input type="text"/>
High risk	<input type="text"/>	<input type="text"/>	<input type="text"/>

4.7 At what point during the coaching process (i.e. number of calls) does the empirical evidence suggest that the member is likely to complete the program?

Response

4.8 What is the average length of a coaching call?

- < 5 minutes
- 6-10 minutes
- 11-15 minutes
- > 15 minutes

4.9 Are participants assigned one coach or counselor with whom they work throughout the coaching engagement (i.e. single coach model)?

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

4.10 How does a participant's readiness to change get initially assessed by their health coach?

Response

4.11 Describe strategies employed by your organization to encourage long-term participation?

Response

4.12 Briefly outline the process the health coach employs to ensure the program participant is working toward their goal(s) and maintaining engagement with the program. Be sure to include a description of the web-based modules and tools used to support the coaching process.

Response

4.13 How do you support a participant that is working with an external weight loss program such as Weight Watchers or MCHCP's Weight Management Program?

Response

4.14 What is your re-engagement approach for contacting those participants who become difficult to reach and/or fail to keep scheduled appointments with their health coach (e.g. they become disengaged from the coaching process)?

Response

4.15 If a participant completes one program and re-engages to complete a second program, will the previous program's coach stay with the participant?

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

4.16 What data tools (e.g. steps tracking, online diet entry, weight input) for the participant do you provide as part of your behavior modification coaching program?

Response

4.17 Confirm you have uploaded copies of the standard member communications regarding the coaching program that would be provided to MCHCP members at no additional charge. Upload the file to the Reference Files from Vendor section, and name the file " Q4.17 Coaching Member Communications".

- Confirmed
- Not confirmed (please explain)

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

Response

4.19 Please complete the following table regarding your tobacco cessation program.

	Yes (please describe)	No (please explain)
Do you provide special training for coaches on tobacco cessation or require additional certification?	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
Do you provide nicotine replacement therapy to participants upon request? Include any additional fees in Supplemental Pricing.	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
Will coaches be able to relay benefit plan coverage information specific to MCHCP's medical and pharmacy benefit design in relation to tobacco cessation?	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>

4.20 What is your tobacco cessation program's average quit rate? Also indicate other measures of success across your book of business. Quit rate is defined as not having used a tobacco product within the prior six months.

Average quit rate (X.XX%)

 %

Other measures of success (please describe)

4.21 Describe how you validate the member is tobacco-free following completion of the tobacco cessation program.

Response

4.22 Describe any enhancements or developments you have made to your behavior modification health coaching model in the last two years.

Response

4.23 Describe any enhancements to your health coaching model you are currently considering.

Response

Disease Management

5.1 Describe your approach to managing chronic disease.

Response

5.2 Indicate which of the following programs are included in your disease management program (check all that apply). Also indicate the date each program was first offered (MM/YYYY).

	Web-based (indicate date first offered)	Telephonic coaching (indicate date first offered)	Paper-based (indicate date first offered)
COPD	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
Asthma	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
Congestive heart failure	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
Coronary artery disease	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
Depression as primary diagnosis	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
Low back pain	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
Cancer	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
Diabetes	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
Musculoskeletal/chronic pain	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
Obesity (BMI >=30)	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
Renal disease	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
Rare diseases (MS, lupus, cystic fibrosis, Parkinson's)	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>
Other	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>

5.3 Provide the following information about your top disease management programs.

	Disease	Program inception date (MM/YYYY)	Administered in-house or outsourced (if outsourced, to whom)	Number of members managed in calendar year 2013	Willing to guarantee ROI (Yes/No)	ROI guarantee, if applicable	Percent of candidates enrolled	Opt-out rate
Program 1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
Program 2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
Program 3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
Program 4	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
Program 5	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
Program 6	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
Program 7	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
Program 8	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
Program 9	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
Program 10	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/> %

5.4 What are the qualifications for the staff that manage the disease management cases?

Response

5.5 Describe your processes for managing members in the disease management programs.

Response

5.6 Provide a description of how you measure the results of the disease management program. Give examples of results achieved in two clients of similar size.

Client 1

Client 2

5.7 Is your program an automatic inclusion program or do you invite members to participate and only enroll them once they agree to participate?

- Automatic enrollment (please describe)
- Enrollment by invitation (please describe)
- Other (please describe)

5.8 Provide a description of the frequency and types of interactions you have with the member's attending physician once they have been enrolled in the disease management program.

Describe types of interactions

Describe frequency of interactions

5.9 Provide a description of the frequency and types of interactions you have with members once they have been enrolled in the disease management program.

Describe types of interactions

Describe frequency of interactions

5.10 If a member has more than one disease management diagnosis, are they managed and counted in only one program?

- Yes

No (please explain)

5.11 Provide a brief description of how savings and/or return-on-investment are calculated.

Response

5.12 Is there third party validation of your savings/ROI methodology?

Yes (please describe)

No (please explain)

5.13 Confirm you have uploaded copies of the standard member communications regarding the disease management program that would be provided to MCHCP members at no additional charge. Upload the file to the Reference Files from Vendor section, and name the file " Q5.13 DM Member Communications".

Confirmed

Not confirmed (please explain)

5.14 Are any age groups excluded from your disease management programs?

Response

5.15 Complete the following table, indicating which programs have received accreditation and from whom (NCQA, JCAHO, URAC).

	Program name	Accrediting organization
Program 1	<input type="text"/>	<input type="text"/>
Program 2	<input type="text"/>	<input type="text"/>
Program 3	<input type="text"/>	<input type="text"/>
Program 4	<input type="text"/>	<input type="text"/>
Program 5	<input type="text"/>	<input type="text"/>
Program 6	<input type="text"/>	<input type="text"/>
Program 7	<input type="text"/>	<input type="text"/>
Program 8	<input type="text"/>	<input type="text"/>
Program 9	<input type="text"/>	<input type="text"/>
Program 10	<input type="text"/>	<input type="text"/>

5.16 Describe the program enrollment process.

Response

5.17 What is the average length of a coaching call?

- < 5 minutes
- 6-10 minutes
- 11-15 minutes
- > 15 minutes

5.18 Are participants assigned one nurse with whom they work throughout the DM engagement (i.e. single coach model)?

Yes (please describe)

No (please explain)

5.19 Describe strategies employed by your organization to encourage long-term participation?

Response

5.20 Briefly outline the process the disease management nurse employs to ensure the program participant is working toward their goal(s) and maintaining engagement with the program. Be sure to include a description of the

web-based modules and tools used to support the DM process.

Response

5.21 What is your re-engagement approach for contacting those participants who become difficult to reach and/or fail to keep scheduled appointments with their disease management nurse (e.g. they become disengaged from the care team)?

Response

5.22 Provide your book-of-business average program engagement (i.e., active participation) rates for your disease management programs. Also, provide the definition of engagement.

Average engagement rate (X.XX%) %

Definition of engagement

5.23 Provide your book-of-business average participation in a maintenance program. Also, provide the definition of maintenance.

Average maintenance rate (X.XX%) %

Definition of maintenance

5.24 Provide your book-of-business average graduation rate. Also, provide the definition of graduation.

Average graduation rate (X.XX%) %

Definition of graduation

5.25 Describe how you monitor and maintain the quality of your disease management interventions.

Response

5.26 Describe any enhancements or developments you have made to your disease management program model in the last two years.

Response

5.27 Describe any enhancements to your disease management program model you are currently considering.

Response

Staffing

6.1 Provide the following information about the call center that will service the MCHCP/MoDOT accounts.

	Location	Experience level of staff (average number of years)	Are coaches/nurses accredited (Yes/No)?	Is secure live web chat coaching available (Yes/No)?
Behavior Modification Health Coaching	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Disease Management	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

	Monday through Friday	Saturday	Sunday
Enrollment specialists (if applicable)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Behavior modification health coaches (inbound)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Behavior modification health coaches (outbound)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Disease management nurses (inbound)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Disease management nurses (outbound)	<input type="text"/>	<input type="text"/>	<input type="text"/>

6.3 Describe how after-hour phone calls are handled.

Response

6.4 Are coaches/nurses employees or subcontractors (check all that apply, and indicate percentage)?

	Employees (indicate percentage X.XX)	Subcontractors (indicate percentage X.XX)
Behavior modification health coaches	0 <input type="text"/> %	0 <input type="text"/> %
Disease management nurses	0 <input type="text"/> %	0 <input type="text"/> %

6.5 Which of the following specialties are included in your behavior modification health coaching staff (check all that apply, and indicate the number employed)?

	Total number of FTEs	Required education and experience	Average number of years with your organization	2013 turnover rate (X.XX%)
Enrollment specialists	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
RNs	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Health coaches/health educators	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Physicians	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Exercise physiologists	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Nutritionists	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Social workers	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Dietitians	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Customer service	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Other (please describe)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %

6.6 Which of the following specialties are included in your disease management staff (check all that apply, and indicate the number employed)?

	Total number of FTEs	Required education and experience	Average number of years with your organization	2013 turnover rate (X.XX%)
Enrollment specialists	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
RNs	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Physicians	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Customer service	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Other (please describe)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %

6.7 Describe the training provided to your coaches/nurses.

Behavior modification health coaches

Disease management nurses

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

	Less than 1 year	1-2 years	2-3 years	More than 3 years
Behavior modification health coaches	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Disease management care team	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

6.9 Will MCHCP/MoDOT have a team of dedicated health coaches/nurses?

	Yes (please describe)	No (please explain)
Behavior modification health coaches	<input type="text"/>	<input type="text"/>
Disease management nurses	<input type="text"/>	<input type="text"/>

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

Yes (please describe)

☒ No (please explain)

6.11 Describe any ongoing educational opportunities provided to your coaching/nursing staff.

Response

Program Integration

7.1 How do you coordinate management of lower levels of acuity/risk who do not qualify for DM/Behavior Modification Health Coaching?

Response

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

Response

7.3 Describe your organization's experience coordinating with other external vendor programs including medical carriers' case management, PBM, and EAP. Specifically describe your experience with MCHCP's current contractors.

UMR (TPA, case management, and disease management)

Coventry Health Care (TPA, case management, and disease management)

Express Scripts (PBM)

ComPsych (EAP)

7.4 Complete the following table regarding the operational platform that will be used to support cross-referrals with MCHCP's other health management programs.

	Yes (please describe)	No (please explain)
Will benefit and program descriptions be readily available to the service representatives (i.e. nurses, coaches, etc.) for reference?	<input type="text"/>	<input type="text"/>
Does your system use messaging that prompts the service representative to discuss other programs available for potential referral?	<input type="text"/>	<input type="text"/>
Will your representatives be able to view descriptions of interactions from other health management programs, if that data are shared?	<input type="text"/>	<input type="text"/>

7.5 Do you have the capability to report on the referral activity between your organization and MCHCP's internal resources and/or external vendor partners?

☒ Yes (please describe, including providing a description of how referrals are tracked and reported)

☒ No (please explain)

7.6 Describe how your organization tracks and reports outcomes of these referrals and how follow-up of referrals is managed.

Response

7.7 Will you identify a clinical or coaching resource to assist MCHCP with integration efforts?

☒ Yes (please describe)

☒ No (please explain)

7.8 Confirm your ability to accept eligibility, health assessment and claims data from multiple sources for the purpose of providing all the services required for MCHCP's program design.

☒ Confirmed (please describe)

☒ Not confirmed (please explain)

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

Response

Communication Support

8.1 Are you willing to fund an annual discretionary fund up to \$100,000 for MCHCP to use to reimburse MCHCP for miscellaneous expenses relating to this contract?

Confirmed (please describe)

Not confirmed (please explain)

8.2 Describe and outline how your organization would assist MCHCP in developing and implementing an ongoing communication strategy for your health coaching and disease management programs that would incorporate other current MCHCP initiatives.

Response

8.3 Describe how your organization would work with MCHCP internal staff to develop and implement this strategy.

Response

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

Response

8.5 Describe your ability to co-brand/integrate with Strive for Wellness programming and educational materials, etc. at no additional cost.

Response

8.6 What elements of your print materials can be co-branded/integrated at no additional cost.

Response

8.7 Does your company utilize social media to communicate with eligible members?

Yes (please describe, including the methods and tools available)

No (please explain)

8.8 Are all communication materials customizable?

Yes, at no additional cost (please describe)

Yes, at an additional cost (please describe and include additional cost in Supplemental Pricing)

No (please explain)

Implementation and Account Management

9.1 Confirm you have uploaded an Implementation Plan, assuming that the HA is completed by most members during Open Enrollment (October of each year). See Exhibit B for additional milestones that must be included in the implementation plan. Upload the file to the Reference Files from Vendor section, and name the file "Q9.1 Implementation Plan". A final implementation plan must be agreed to by MCHCP within 30 days of contract award.

Confirmed

Not confirmed (please explain)

9.2 What services and support are needed from MCHCP/MoDOT to ensure a smooth implementation.

Response

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

Response

9.4 Complete the following table regarding the team that will be compiled for MCHCP/MoDOT.

	Name	Location	Role for MCHCP	Brief work experience	Number of years at your	Number of years in current role	Number of current accounts	Maximum number of accounts	Estimated percentage of time

					organization				allocated to MCHCP
Strategic Account Executive	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Account Manager	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Implementation Manager	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
IT Resource	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %

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

- Yes (please provide examples of what you have done with other clients)
- No (please explain)

Educational Content, Tools and Resources

10.1 Does your organization offer discounts to support healthy lifestyles such as gym memberships, vitamins, massage therapy, etc.?

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

10.2 Provide a URL and three (3) userIDs and passwords for the RFP evaluation team to view your website.

URL

User ID

Password

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

Response

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

- Personal health record
- Exercise log
- Sample menus
- Calculators
- Symptom checker
- Other (please describe)

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

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

10.6 Can the web portal be customized with MCHCP's specific "look and feel"?

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

10.7 Can certain portions of your web portal be suppressed to MCHCP members at MCHCP's request?

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

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

- Yes (please describe, including how these tools have resulted in actual, documented engagement/results)
- No (please explain)

10.9 Does the web portal have the ability to allow appointment scheduling with a behavior modification health coach or disease management nurse?

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

10.10 Is social network or other social media capabilities available on your web portal?

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

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

Response

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

Response

Outcomes Measurement and Reporting

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

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

11.2 Indicate the behavior modification health coaching reporting elements included within your standard reporting package and the frequency of the reporting.

	Included in standard reporting	Frequency of reporting (monthly/quarterly/annually)
Number identified for coaching programs	<input type="checkbox"/>	<input type="checkbox"/> <input style="width: 50px; height: 20px;" type="text"/>
Percentage in each risk stratification level	<input type="checkbox"/>	<input type="checkbox"/> <input style="width: 50px; height: 20px;" type="text"/>
Engagement of participants by behavior modification area	<input type="checkbox"/>	<input type="checkbox"/> <input style="width: 50px; height: 20px;" type="text"/>
Number of identified candidates attempted but unable to reach	<input type="checkbox"/>	<input type="checkbox"/> <input style="width: 50px; height: 20px;" type="text"/>

Track number and reasons for unable to reach	0	0	<input type="text"/>
Number of enrolled participants by risk stratification level	0	0	<input type="text"/>
Number of enrolled participants by behavior modification area	0	0	<input type="text"/>
Number of participants who have voluntarily dropped out	0	0	<input type="text"/>
Track number and types of reasons for participants dropping out	0	0	<input type="text"/>
Number of participants who have completed program	0	0	<input type="text"/>
Number of participants who improved 0, 1, 2 and 3+ risks	0	0	<input type="text"/>
Risk reduction by risk area	0	0	<input type="text"/>
Risk eliminated by risk area	0	0	<input type="text"/>
Web utilization reports	0	0	<input type="text"/>
Cost savings	0	0	<input type="text"/>
Return on investment	0	0	<input type="text"/>
Participant satisfaction	0	0	<input type="text"/>
Other (please describe)	0	0	<input type="text"/>

11.3 Indicate the disease management reporting elements included within your standard reporting package and the frequency of the reporting.

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

Other (please describe)			
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11.4 Confirm you have uploaded the sample reporting package that would be made available to MCHCP at no additional cost. Upload the file to the Reference Files from Vendor section, and name the file "Q11.4 Sample Reports".

- Confirmed
- Not confirmed (please explain)

11.5 Confirm you have uploaded copies of any additional reporting that would be made available to MCHCP at an additional cost. Upload the file to the Reference Files from Vendor section, and name the file "Q11.5 Additional Reporting". Include pricing for the additional reporting in Supplemental Pricing.

- Confirmed
- Not confirmed (please explain)

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

- Confirmed
- Not confirmed (please explain)

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

- Yes, at no additional cost (please describe)
- Yes, at an additional cost (please describe, and indicate additional cost on Supplemental Pricing)
- No (please explain)

11.8 To what level of detail can the basic reporting package be segmented (actives, retirees, etc.)?

Response

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

No. of calendar days

11.10 Provide your 2013 book of business risk reduction results for members that engage in the behavior modification health coaching program.

Response

11.11 Provide your 2013 book of business risk reduction results for members that engage in the disease management program.

Response

11.12 Confirm you have uploaded a layman's explanation of your ROI methodology for both the health coaching and disease management programs. The document must be no longer than two (2) pages. Upload the file to the Reference Files from Vendor section, and name the file "Q11.12 ROI Methodology".

- Confirmed
- Not confirmed (please explain)

11.13 Confirm you have uploaded copies of the reporting package that will be provided to MCHCP to document ROI for both the health coaching and disease management programs. Upload the file to the Reference Files from Vendor section, and name the file "Q11.13 ROI Reporting".

	Confirmed	Not confirmed (please explain)
Health Coaching	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/>
Disease Management	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/>

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

- Yes (please describe)

No (please explain)

11.15 Does your organization currently provide person-level participation in health coaching and disease management programs to Truven Health Analytics or any other decision support system vendor (check all that apply)?

- Truven Health Analytics
- Other decision support system vendor (identify other vendors)
- No (please explain)

Technology and Security

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

Response

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

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

12.3 List the devices you currently integrate with (e.g., FitBit), and indicate the date the integration went live.

	Device name	Integration date (MM/YYYY)
Device 1	<input type="text"/>	<input type="text"/>
Device 2	<input type="text"/>	<input type="text"/>
Device 3	<input type="text"/>	<input type="text"/>
Device 4	<input type="text"/>	<input type="text"/>
Device 5	<input type="text"/>	<input type="text"/>

12.4 List the mobile apps you currently integrate with (e.g. MapMyWalk, My Fitness Pal).

	App name	Integration date (MM/YYYY)
App 1	<input type="text"/>	<input type="text"/>
App 2	<input type="text"/>	<input type="text"/>
App 3	<input type="text"/>	<input type="text"/>
App 4	<input type="text"/>	<input type="text"/>
App 5	<input type="text"/>	<input type="text"/>

12.5 What devices or apps will you be fully integrated with by 1-1-15?

Devices

Apps

12.6 Describe your overall disaster recovery plan and service availability goals.

Response

12.7 Has your company implemented or tested its disaster recovery procedure?

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

12.8 How frequently do you back up data?

- Daily
- Weekly
- Monthly

Other (please explain)

12.9 Is stored backup data encrypted on media?

Yes (please describe)

No (please explain)

12.10 Is backup data stored in multiple locations?

Yes (please describe)

No (please explain)

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

Response

12.12 Describe the HIPAA-compliant security measures you have in place?

Response

12.13 Describe any breaches you have had in security and how they were handled.

Response

12.14 Due to MCHCP's diverse population of members including those with disabilities, applications and websites must support various Web browsers and operating systems, and must be accessible according to guidelines developed by the Web Accessibility Initiative of the World Wide Web Consortium. Please list all Web browsers and operating systems your application/site is proven to support.

Web browsers and operating systems supported

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

Yes (please describe)

No (please explain)

12.16 To increase the ease of use for MCHCP members, MCHCP utilizes single sign-on where available. Do you 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)

12.17 Confirm your email service supports TLS for secure email.

Confirmed (please describe)

Not confirmed (please explain)

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

Confirmed (please describe)

Not confirmed (please explain)

12.19 Confirm you have PGP encryption services.

Confirmed (please describe)

Not confirmed (please explain)

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

Response

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

Response

12.22 Confirm you have uploaded metrics that demonstrate the reliability of your IT systems. Upload the file to the Reference Files from Vendor section, and name the file "Q12.22 Reliability Metrics".

- Confirmed
- Not confirmed (please explain)

12.23 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"/>

Performance Guarantees

13.1 Behavior Modification Health Coaching Savings/ROI - The following category will be measured and reported annually beginning 18 months following program implementation.

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

13.2 Disease Management Savings/ROI - The following category will be measured and reported annually beginning 18 months following program implementation.

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

13.3 Submission of participation data to MCHCP's contracted data vendor - The following category will be measured annually and reported annually beginning January 1, 2015.

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum amount at risk
Contractor will submit participation data to MCHCP's data vendor in the correct format and within the agreed upon time frame.	Participation data due in the correct format within 15 days of end of reporting period	<input type="text"/>	MCHCP's data vendor will report to MCHCP timeliness and acceptability of reporting	\$5,000 per day plus \$0.25 per eligible member per month for each late or inaccurate submission	<input type="text"/>

13.4 Behavior modification health coaching participation files to MCHCP - The following category will be measured monthly and reported quarterly beginning January 1, 2015.

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum amount at risk
Contractor will submit				\$5,000 per day plus	

accurate health coaching participation files to MCHCP in the agreed upon format and on scheduled dates	Participation file submitted according to schedule agreed upon during implementation	<input type="text"/>	MCHCP will determine timeliness and acceptability of participation files	\$0.25 per eligible member per month for each late or inaccurate submission	<input type="text"/>
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13.5 Disease management participation files to MCHCP - The following category will be measured monthly and reported quarterly beginning January 1, 2015.

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum amount at risk
Contractor will submit accurate disease management participation files to MCHCP in the agreed upon format and on scheduled dates	Participation file submitted according to schedule agreed upon during implementation	<input type="text"/>	MCHCP will determine timeliness and acceptability of participation files	\$5,000 per day plus \$0.25 per eligible member per month for each late or inaccurate submission	<input type="text"/>

13.6 Account management responsiveness - The following category will be measured and reported quarterly beginning January, 2015.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe measurement process	Minimum amount at risk	Maximum amount at risk
Timely issues resolution by the account management team (e.g. issues resolvable by account management are acknowledged and responded to within 1 business day and closed within a reasonable time).	Acknowledgement and response within 1 business day	<input type="text"/>	<input type="text"/>	\$2,000 for each unacknowledged inquiry	<input type="text"/>

13.7 Eligibility - Timeliness of installations. The following category will be measured and reported quarterly beginning January 1, 2015.

	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% loaded within 24 hours	<input type="text"/>	<input type="text"/>	For each full hour beyond 24 hours, \$2,000 plus \$0.25 PEPM	<input type="text"/>

13.8 Coaching contacts - The following category will be measured monthly and reported quarterly beginning January, 2015.

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum amount at risk
Contractor will not contact members who are not listed on MCHCP's eligibility file.	No contact with non-eligible members	<input type="text"/>	MCHCP will document and track member complaints regarding coaching contacts made to ineligible members.	\$5,000 per non-participating member that is contacted	<input type="text"/>

13.9 Implementation - The following category will be measured at implementation, January, 2015.

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

13.10 Account management satisfaction - The following category will be measured annually beginning January, 2015.

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

13.11 Bidders are encouraged to offer additional performance guarantees that are not listed here, including performance guarantees related to participation rates, risk reduction, and ROI. Confirm whether additional guarantees are provided. If so, upload the additional guarantees to the Reference Files from Vendors section, and name the file "Q13.11 Additional Performance Guarantees".

Confirmed

Not confirmed (please explain)

Pricing

14.1 In addition to completing the pricing section, bidders may upload an additional document that further defines their proposed pricing arrangements, including definitions, fee exhibit, and all assumptions and caveats. Confirm whether an additional document has been uploaded to the Reference Files from Vendor section. Name the document "Q14.1 Pricing Proposal".

Confirmed

Not confirmed (please explain)

Scope of Work

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

Confirmed

Not confirmed (please explain)

15.2 Confirm that you agree to and will meet all Behavior Modification Health Coaching Program requirements as stated in Exhibit B, Section B2.

Confirmed

Not confirmed (please explain)

15.3 Confirm that you agree to and will meet all Disease Management requirements as stated in Exhibit B, Section B3.

Confirmed

Not confirmed (please explain)

15.4 Confirm that you agree to and will meet all Communications and Customer Support requirements as stated in Exhibit B, Section B4.

Confirmed

Not confirmed (please explain)

15.5 Confirm that you agree to and will meet all Eligibility requirements as stated in Exhibit B, Section B5.

Confirmed

Not confirmed (please explain)

15.6 Confirm that you agree to and will meet all Implementation and Account Management requirements as stated in Exhibit B, Section B6.

Confirmed

Not confirmed (please explain)

15.7 Confirm that you agree to and will meet all Reporting requirements as stated in Exhibit B, Section B7.

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

Attachment checklist

16.1 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.

- Q2.12 State of Missouri license
- Q2.16 Economic impact
- Q2.17 Audited financial statements
- Q4.17 Coaching member communications
- Q5.13 DM member communications
- Q9.1 Implementation plan
- Q11.4 Sample reporting package
- Q11.5 Additional reporting
- Q11.12 ROI methodology
- Q11.13 ROI reporting
- Q12.22 Reliability metrics
- Q13.11 Additional performance guarantees
- Q14.1 Pricing proposal

Mandatory Contract Provisions Questionnaire

Mandatory Contract Provisions

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

1.1 Term of Contract: The term of this Contract is for a period of one (1) year from January 1, 2015 through December 31, 2015. 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, 2015) is a firm, fixed price. The submitted prices for the subsequent (2nd - 5th) years of the contract period (January 1 - December 31, 2016, January 1 - December 31, 2017, January 1 - December 31, 2018, and January 1 - December 31, 2019 respectively) are guaranteed not-to-exceed maximum prices and are subject to negotiation. Pricing for the one-year renewal periods are due to MCHCP by May 15 for the following year's renewal. All prices are subject to best and final offer which may result from subsequent negotiation.

Confirmed

Not confirmed (please explain)

1.2 Contract Documents: The following documents will be hereby incorporated by reference as if fully set forth within the Contract entered into by MCHCP and the Contractor: (1) Written and duly executed Contract (form of which will be provided and negotiated if necessary prior to award); (2) amendments to the executed Contract; (3) The Report and Data provisions set forth in the Exhibits of this RFP (subject to change in format, as needed and as mutually agreed upon by both parties); (4) The completed and uploaded Exhibits set forth in this RFP; and (5) 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: Contractor and all subcontractors will maintain encryption standards of 1024 bit encryption or higher for the encryption of confidential information for transmission via non secure methods including File Transfer Protocol or other use of the Internet.

Confirmed

Not confirmed (please explain)

1.7 Eligibility: All determinations for coverage eligibility will be made by MCHCP. Effective and termination dates of

plan participants will be determined by MCHCP. Contractor will be notified of enrollment changes through the carrier enrollment eligibility file, by telephone or by written notification from MCHCP.

Confirmed

Not confirmed (please explain)

1.8 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)

1.9 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)

1.10 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)

1.11 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)

1.12 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)

1.13 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)

1.14 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)

1.15 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)

1.16 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)

1.17 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)

1.18 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)

1.19 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)

1.20 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)

1.21 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)

1.22 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)

1.23 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)

1.24 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)

1.25 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)

1.26 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)

1.27 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)

1.28 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)

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

Confirmed

Not confirmed (please explain)

1.30 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)

1.31 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)

1.32 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)

1.33 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)

1.34 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)

1.35 Financial Record Audit and Retention: Contractor agrees to maintain, and require its subcontractors to maintain, supporting financial information and documents that are adequate to ensure the accuracy and validity of Contractor invoices. Such documents will be maintained and retained by Contractor or its subcontractors for a period of seven (7) years after the date of submission of the final billing or until the resolution of all audit questions, whichever is longer. Contractor agrees to timely repay any undisputed audit exceptions taken by MCHCP in any audit of this Contract.

Confirmed

Not confirmed (please explain)

1.36 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)

1.37 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)

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

Confirmed

Not confirmed (please explain)

1.39 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)

1.40 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)

1.41 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)

1.42 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)

1.43 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)

1.44 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)

1.45 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)

1.46 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)

1.47 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)

1.48 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)

1.49 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)

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

☒ Confirmed

☒ Not confirmed (please explain)

1.51 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)

1.52 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)

2015 Disease Management and Behavior Modification Health Coaching RFP – Introduction and Instructions

INTRODUCTION

Missouri Consolidated Health Care Plan (MCHCP) provides the health benefit program for most State of Missouri employees, retirees and covered dependents covering nearly 97,000 members (lives). Additionally, the Missouri Department of Transportation (MoDOT) provides health benefits to MoDOT and Missouri State Highway Patrol (MSHP) employees, retirees and covered dependents covering over 27,000 members. MoDOT is also participating in this RFP. The option to contract will be at the sole discretion of each state entity.

This document constitutes a request for sealed proposals from qualified organizations to provide disease management and behavior modification health coaching services for moderate- to high-risk members. Members will be identified through a health assessment administered by MCHCP, medical and pharmacy claim data, referral by physician or self-referral by the member. Behavior modification health coaching services will be made available to active State employee and non-Medicare retiree subscribers. It is possible that covered spouses may become eligible for health coaching services at some time in the future. Disease management services will be made available to active State employees, non-Medicare retirees, and their covered dependents.

MCHCP's current behavior modification health coaching contractor is StayWell Health Management. This contract expires September 30, 2014. Disease management services are currently provided by MCHCP's contracted third party administrators, UMR and Coventry. These contracts expire December 31, 2014.

MoDOT's current disease management program is provided by MoDOT's contracted third party administrator, Coventry. MoDOT does not currently contract for behavior modification health coaching

Any contract awarded from this RFP will be effective January 1, 2015. MCHCP intends to limit the number of contract awards to a minimum number of contractors providing the maximum level of access to services. Proposals shall include a fixed price for CY2015 and guaranteed not-to-exceed prices for CY 2016-CY2019.

Bidders should understand that MCHCP and MoDOT view the foremost obligation as providing efficient and effective services to its membership. MCHCP and MoDOT 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. 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.
- **Size and Experience** – The bidder must currently provide disease management and behavior modification coaching services to clients that have at least 100,000 covered lives combined and

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have at least one (1) client with 50,000 covered lives. The bidder must be willing to disclose the name of the large client if requested. The bidder must have been in operation and performing the services requested in this RFP for a minimum of three (3) years.

- Single Sign-On – The bidder must be able to utilize single sign-on or similar capabilities.
- Data Transfer – Bidders shall agree to provide a regular data file to MCHCP’s designated data vendor (currently Truven Health Analytics). The timing and content of the submission will be negotiated prior to finalizing the contract award. At a minimum, the contractor must provide person-level health coaching and disease management participation. Bidders may be required to demonstrate the ability to provide such data before a contract award is made.
- 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 April 21, 2014, 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.
- 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 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 or MoDOT.
- Data Exchange – Bidder must be capable of establishing a relationship with MCHCP’s and MoDOT’s contracted medical health plan administrator and pharmacy benefit manager, which allows the contractor to share participation information.
- Performance Bond - The contractor must furnish an original performance security deposit in the form of check, cash, bank draft, or irrevocable letter of credit, issued by a bank or financial institution authorized to do business in Missouri, to MCHCP within ten (10) days after award of the contract and prior to performance of service under the contract. The performance security deposit must be made payable to MCHCP in the amount of \$1.25 million. The contract number and contract period must be specified on the performance security deposit. In the event MCHCP exercises an option to renew the contract for an additional period, the contractor shall maintain the validity and enforcement of the security deposit for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of contract renewal, not to exceed \$1.25 million.

Background Information

MCHCP

- MCHCP is governed by the provisions of Chapter 103 of the Revised Statutes of Missouri. Under the law, MCHCP is directed to procure health care benefits for most state employees.

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Rules and regulations governing the plan can be found by following this link <http://www.sos.mo.gov/adrules/csr/current/22csr/22csr.asp>.

- Current total state membership is nearly 97,000 covered persons; however the population that may be covered by this contract is as follows:

	Subscribers	Spouses	Children	Total
Active Employees	39,084	8,170	30,398	77,652
Non-Medicare Retirees	4,633	881	582	6,096
Total	43,717	9,051	30,980	83,748

- MCHCP offers a financial incentive for members to participate in the current wellness program, known as *Strive for Wellness*. Employees and non-Medicare retirees receive a reduced premium (\$25 per month) for completing the partnership agreement. The 2014 partnership agreement requires that employees complete the health assessment and provide proof of having a preventive lab screening. More information regarding the partnership agreement can be found on MCHCP's website at <http://www.mchcp.org/stateMembers/striveForWellness/index.asp>. Members identified at moderate or at high risk may voluntarily participate in health coaching
- MCHCP offers a financial incentive to members that attest to being tobacco-free or participating in a tobacco cessation program. Employees receive a reduced premium (\$40 per month, \$80 per month for Employee & Spouse coverage) for providing the attestation.
- MCHCP offers a reduced co-payment on non-formulary medications if participants are engaged in the disease management program, are on maintenance management or have been determined to be able to manage the condition independently.

MoDOT

- The Missouri Department of Transportation and Missouri State Highway Patrol Medical and Life Insurance Plan was organized by the Missouri Highway and Transportation Commission on July 1, 1977, under the provisions of Section 104.270, RSMo. The plan was established to provide medical coverage on a self-insured basis, and death benefits on an insured basis.

ASSUMPTIONS AND CONSIDERATIONS

Please submit your proposal using the HighRoads online submission tool no later than **Monday, April 21, 2014, 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 MCHCP Board of Trustees has final responsibility for all MCHCP contracts. The Missouri Highways and Transportation Commission has final responsibility for MoDOT contracts. Responses to the RFP and all proposals will remain confidential until awarded and contracts are executed by the MCHCP Board of Trustees and the Missouri Highways and Transportation Commission or their respective designees or until all proposals are rejected.

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

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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. Answers that do not respond to the questions as stated cannot be evaluated. 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.

Proposals must be valid until September 1, 2014. If a contract is awarded, prices shall remain firm for the specified contract period.

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

CLARIFICATION OF REQUIREMENTS

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

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

SCHEDULE OF EVENTS

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

Activity	Timing
Online RFP Released	Wednesday, March 26, 2014 8 a.m. CT (9 a.m. ET)
Intent to Bid Document Due	Wednesday, April 2, 2014 4 p.m. CT (5 p.m. ET)
Question Submission Deadline	Friday, April 4, 2014 4 p.m. CT (5 p.m. ET)
MCHCP Responses to Submitted Questions	Wednesday, April 9, 2014 4 p.m. CT (5 p.m. ET)
Initial Pricing Bid Date	Monday, April 14, 2014, 2014 4 p.m. CT (5 p.m. ET)
All Questionnaires and Pricing Due	Monday, April 21, 2014 4 p.m. CT (5 p.m. ET)
Finalist Interviews/Site Visits (if necessary)	June, 2014
Final Vendor Selection	late June , 2014
Program Effective Date	January 1, 2015

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We recognize that this is an aggressive schedule. Only vendors that can commit to this timeline will be included in this proposal process.

QUESTIONS

During this bidding opportunity, MCHCP will be using the online messaging module of the HighRoads 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 HighRoads application by **Friday, April 4, 2014, 4 p.m. CT (5 p.m. ET)**. Questions received after April 4, 2014 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 HighRoads 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 may respond to your questions as they are submitted via the messaging module, with a summary of all questions and answers provided by **Wednesday, April 9, 2014**.

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

PROPOSAL DEADLINE

ALL questionnaires and pricing proposals must be submitted no later than **4 p.m. CT (5 p.m. ET), Monday, April 21, 2014**.

DISCLAIMERS

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

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

CONFIDENTIALITY AND PROPRIETARY MATERIALS

Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected. MCHCP will maintain copies of all proposals and related documents. Contact Jennifer Stilabower at 573-522-3242 to request copies.

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

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

EVALUATION PROCESS

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

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

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

Subject to review and follow up action by the board of trustees, negotiations must be finalized no later than three (3) working days prior to the board meeting where awards are expected to be made (this is expected to be late June, 2014). No offers, proposals, clarifications or responses will be accepted after that date.

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

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Evaluation Criteria

Financial Proposal	500 points
Behavior Modification Health Coaching	60 points
Disease Management Services	60 points
Vendor Profile	50 points
Technology and Security	50 points
Implementation and Account Management	45 points
Performance Guarantees	45 points
Outcomes Measurement and Reporting	35 points
Staffing	35 points
Program Integration	35 points
Enrollment	35 points
Educational Content, Tools and Resources	30 points
Communication Support	<u>20 points</u>
	1,000 points
<u>Bonus Points:</u>	
Finalist Interview and/or Site Visit	100 points

MCHCP will limit the number of finalists to the greater of two or all bidders receiving 85 percent of the non-financial points available (510 of 600 points).

PRICING

The bidder must provide a firm, fixed cost for providing services as described in this RFP. It is expected that the total monthly charge will be broken down to reflect specific costs associated with file transfers and other services listed throughout this RFP.

Proposals shall include a fixed price for January 1, 2015 – December 31, 2015 with guaranteed not-to-exceed maximum prices for 2016 and 2019. 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 interest of members of MCHCP.

In determining pricing points, MCHCP will consider the potential five-year cost of the contract including the full not-to-exceed price for Years 2 through 5 of the contract. The contractor shall understand that annual renewal rates for subsequent years of the contract will be negotiated, but must be within the not-to-exceed prices submitted within this bid. All renewal options are at the sole option of the MCHCP Board of Trustees.

PLAN DESIGN

The plan design included with this RFP is for sample purposes only. MCHCP reserves the right to modify the plan design to meet its needs, in consultation with the contractor.

FINALIST INTERVIEW

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

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management, implementation, and/or clinical teams. 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 this RFP shall not be negotiable and shall remain unchanged unless MCHCP determines that a change in such requirements is in the best interest of MCHCP and its members.
- Bidder understands that the terms of any negotiation are confidential until an award is made or all proposals are rejected.

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

RENEWAL OF CONTRACT

The initial agreement is for January 1, 2015 through December 31, 2015, with up to four (4) additional one-year renewals available at the sole option of the MCHCP Board of Trustees.

Proposed pricing arrangements for Years 2-5, not-to-exceed the allowed maximum shall be submitted to MCHCP prior to May 15 of the next program year.

USING HIGHROADS

The 2015 Disease Management and Behavior Modification Health Coaching RFP contains 2 broad categories of items that you will need to work on via the HighRoads application:

1) Items Requiring a Response:

- a) Pricing Form (Disease Management and Behavior Modification Health Coaching Pricing) is an online input form to collect your rate proposal as requested by MCHCP. The pricing form also calculates based on the rates you input.

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- b) Questionnaires (e.g., Disease Management and Behavior Modification Health Coaching Questionnaire) 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) are attachment files (e.g., MS Word or Excel) that are posted to the HighRoads website. They should be downloaded, completed and/or signed by your organization, and then posted/uploaded back to the HighRoads 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 HighRoads Application under the 2015 Disease Management and Behavior Modification Health Coaching RFP on the Event Details page of the application.

Note that as you use the HighRoads 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 HighRoads application homepage. For help with data entry and navigation through the application, you can contact the HighRoads staff:

- Phone: 800-979-9351, option 2;
- E-mail: support@highroads.com

RESPONDING TO QUESTIONNAIRES

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

- Disease Management and Behavior Modification Health Coaching Questionnaire
- Mandatory Contract Provisions Questionnaire

The questionnaires need to be completed and submitted to HighRoads by **Monday, April 21, 2014, 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, refer to the *How to Submit a Questionnaire* User Guide located in the *Downloads* section of the HighRoads application homepage. You have the option to “respond online” or through the use of two different off-line (or desktop) tools.

COMPLETING PRICING WORKSHEETS

The financial worksheet (Disease Management and Behavior Modification Health Coaching Pricing) may be accessed in *Items Requiring a Response*. The *Pricing* or *Bid* contains a worksheet to collect fee

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quotations based on the stated benefit plan design. For step-by-step instructions, please refer to the *How to Submit a Bid* User Guide located in the *Downloads* section of the HighRoads application homepage. Please be certain to complete all worksheets.

The Initial Bid Due date for Pricing is **Monday, April 14, 2014, 4 p.m. CT (5 p.m. ET)**. You are encouraged to submit an initial bid by this date in order to familiarize yourself with the pricing function of HighRoads. You may further refine or modify your bid until the Final Bid Deadline of **Monday, April 21, 2014, 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

Quotes should assume:

- Plan effective date: January 1, 2015
- Submitted prices for January 1-December 31, 2015 shall be firm, while prices for 2016 through 2019 shall be submitted as “not-to-exceed” amounts.
- Proposed prices are subject to negotiation prior to the award of a contract by MCHCP. Refer to this Instructions document for additional pricing worksheet instructions.

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 HighRoads. 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 HighRoads.

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.

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. Do not wait until the last minute to work on the pricing model worksheets because your bid must comply with the automated rules and data validation checks that have been implemented by us.
- 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

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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 HighRoads.
- If your data are accurate and complete, click on the *Submit Bid* icon to submit your bid to HighRoads.
- Data that are submitted incorrectly will receive error messages when calculated or submitted.
- All data fields that are marked as a number or currency must be filled with a numerical value or 0. Blanks and text such as “n/a” are not permitted. If you attempt to *Submit* or *Calculate* your data with incomplete fields, you will receive an error message.
- Be sure to save your data often. Periodic saves will prevent you from losing data in the event the application times-out (for security purposes the system will automatically log you out after a specified time if there is no activity).

RFP CHECKLIST

Prior to the April 21, 2014 close date, be sure you have completed and/or reviewed each of the documents listed below.

Type	Document Name
Questionnaire	DM-Coaching Questionnaire
Questionnaire	Mandatory Contract Provisions Questionnaire
Pricing/Bid	Disease Management and Behavior Modification Health Coaching Pricing
Response	Exhibit A-1 Intent to Bid.doc Respond by: April 2, 2014
Response	Exhibit A-2 Business Associate Agreement.docx
Response	Exhibit A-3 Proposed Bidder Modifications.doc
Response	Exhibit A-4 Confirmation Document.doc
Response	Exhibit A-5 Contractor Certification.doc
Reference	Introduction and Instructions – Disease Management and Behavior Modification Health Coaching RFP.pdf
Reference	Exhibit B – Scope of Work.docx
Reference	Exhibit C – General Contractual Provisions.doc
Reference	Attachment 1 – Sample Contract.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 HighRoads application by **Friday, April 4, 2014, 4 p.m. CT (5 p.m. ET)**.

For technical questions related to the use of HighRoads, please contact the HighRoads customer support team at support@highroads.com, or by calling the Customer Support Line at 1-800-979-9351, option 2.

EXHIBIT B
SCOPE OF WORK

B1. GENERAL REQUIREMENTS

- B1.1 The contractor shall provide disease management (DM) and behavior modification health coaching services for certain state members enrolled in Missouri Consolidated Health Care Plan (hereinafter referred to as MCHCP) in accordance with the provisions and requirements of this document and on behalf of 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 must furnish an original performance security deposit in the form of check, cash, bank draft, or irrevocable letter of credit, issued by a bank or financial institution authorized to do business in Missouri, to MCHCP within ten (10) days after award of the contract and prior to performance of service under the contract. The performance security deposit must be made payable to MCHCP in the amount of \$1,250,000. The contract number and contract period must be specified on the performance security deposit. In the event MCHCP exercises an option to renew the contract for an additional period, the contractor shall maintain the validity and enforcement of the security deposit for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of contract renewal, not to exceed \$1,250,000.
- B1.4 The contractor is obligated to follow the performance standards as agreed to in Section 13 of the Disease Management and Behavior Modification Health Coaching Questionnaire.
- B1.5 The Missouri Department of Transportation (MoDOT) shall have the opportunity to contract with the contractor under the same terms and conditions as MCHCP with any modifications to be negotiated between the contractor and MoDOT.
- B1.6 The contractor shall accept regular claim files from MCHCP's contracted third party administrator(s) and pharmacy benefit manager to identify potential DM and behavior modification health coaching program participants
- B1.7 The contractor shall agree that any state and/or federal laws and applicable rules and regulations enacted during the terms of the contract which are deemed by MCHCP to necessitate a change in the contract shall be incorporated into the contract automatically. MCHCP will review any request for additional fees resulting from such changes and retains final authority to make any changes. A consultant may be utilized to determine the cost impact.

B2. BEHAVIOR MODIFICATION HEALTH COACHING PROGRAM

- B2.1 The contractor shall provide a behavior modification health coaching program to active state employees, non-Medicare retirees and, potentially, their covered spouses enrolled in MCHCP. At a minimum, the following coaching programs shall be available: back care, weight management, nutrition, stress management, physical activity, tobacco cessation, blood pressure, and cholesterol.
- B2.2 MCHCP will conduct a health assessment (HA) of eligible members and stratify participants into low-, moderate- and high-risk categories. MCHCP will then transmit HA results and identified risk factors of which participants have control and which are important precursors to the probability of disease, illness and death to the contractor. The contractor shall use HA results, risk stratification and claims data to identify potential participants that could benefit from a behavior modification health coaching program.
- B2.3 The contractor shall contact members who are stratified at moderate and high risk for inclusion in the appropriate coaching program and track acceptance, refusal to participate, and disenrollment from the program. Members with risk factors may self-refer to behavior modification health coaching programs.
- B2.3.1 MCHCP requires the contractor make at least two outbound health coaching recruitment and engagement calls to reach each moderate- to high-risk member. An outbound health coaching recruitment and engagement call is defined as a live, in-person conversation with the member. Automated calls and/or leaving a message are not considered an outbound health coaching recruitment and engagement call.
- B2.3.2 The toll-free call center hours will be as negotiated during implementation but at a minimum must be available Monday through Friday, 8 a.m. to 8 p.m. CT and Saturday, 8 a.m. to noon CT.
- B2.3.3 Provide a dedicated voice mailbox for participants; messages must be returned within 30 minutes if left during business hours or on the next business day if left at any other time.
- B2.4 The contractor shall provide regular proactive, ongoing management of individuals with moderate- and high-risk factors through regular telephonic and educational mailings.
- B2.5 The contractor shall monitor participant's progress toward achieving established goals agreed to by the member and the health coach.
- B2.6 The contractor shall provide interventions appropriate to the participant's level of severity and risk that may include regular phone calls or emails to the participant, and/or educational materials mailed to the participant's home. The frequency and type of follow-up must be appropriate for the risk/severity level of the participant.
- B2.7 The contractor shall develop and circulate communication to members' homes about the behavior modification health coaching program. All communications must be reviewed and approved by MCHCP prior to distribution. The cost of printing and mailing the materials are at the contractor's expense.

- B2.8 The contractor shall maintain a comprehensive website for members that includes health related articles and/or self-directed on-line tools.
- B2.9 The contractor shall report to MCHCP those participants who are actively participating in behavior modification health coaching. The report must be in an electronic format and is due within five (5) days of the end of the month. Format will be negotiated with the contractor.
- B2.10 The contractor shall conduct a participant satisfaction survey annually or in accordance with the timeline recommended by MCHCP, and provide the results to MCHCP within a reasonable period of time.

B3. DISEASE MANAGEMENT – The contractor shall:

- B3.1 Provide a disease management (DM) program to active State and Public Entity employees and non-Medicare retirees, and their covered spouses and dependent children. At a minimum the contractor must have hypertension, diabetes, coronary artery disease/congestive heart failure, asthma, and depression (as a co-morbid condition) programs available.
- B3.2 Use HA results, risk stratification and claims data to identify potential participants that could benefit from a DM program, assess the participant’s general health and self-care techniques, further stratify the participants according to risk/severity, and provide regular interventions by phone and/or by mail based on the participant’s needs.
- B3.3 Contact potential participants for continuation in the program and track refusal to participate and disenrollment from the program. Contacts with moderate- or high-risk categories must be an interactive communication with the member. Simply mailing materials to members’ homes is not sufficient.
- B3.4 Assess participant’s adherence to prescribed medical care, and develop an individualized plan of care for each participant based on national standards of care and/or evidence-based medicine in coordination with the participant’s health care providers.
- B3.5 Educate each participant regarding his/her health care condition and the needs brought about by the illness. The goal of member education is to increase the participant’s understanding of the disease and to empower him/her to be more effective in self-care.
- B3.6 Provide interventions appropriate to the participant’s level of severity and risk that may include regular phone calls to the participant and/or educational materials mailed to the participant’s home. The frequency and type of contact must be appropriate for the risk/severity level of the participant.
- B3.7 Provide a 24 hour, 7 days a week, toll-free telephone consultation service staffed by qualified, experienced nurses to respond to eligible members’ and or caregivers’ questions.
- B3.8 Develop and circulate educational materials to communicate to members about the disease management program and relevant health care information. The cost of printing and mailing the materials to the member’s home are at the contractor’s expense.
- B3.9 Develop provider support for, and give provider education regarding, the specific evidence-based guidelines selected for use.

- B3.10 Report to MCHCP those participants who are actively participating in a disease management program. The report must be in an electronic format and is due within five (5) days of the end of the month. Format will be negotiated with the contractor.
- B3.11 Report to MCHCP at regular intervals program participation rates, outreach rates, graduation rates, savings, and/or return on investment in accordance with the performance standards outlined in Section 13 of the Questionnaire.
- B3.12 The contractor shall conduct a participant satisfaction survey annually or in accordance with the timeline recommended by MCHCP, and provide the results to MCHCP within a reasonable period of time.
- B3.13 The contractor shall provide a regular data feed to MCHCP's contracted data warehouse vendor (currently Truven Health Analytics). The data feed must at a minimum provide program name, stratification level, and participation status.

B4. COMMUNICATIONS AND CUSTOMER SUPPORT – The contractor shall:

- B4.1 Provide a toll-free call center staffed by qualified professionals that triages members to either disease management or behavior modification health coaching services. Any use of automated phone trees must be brief. The call center must:
 - B4.1.1 Be a dedicated toll-free call center phone number and customized greeting for MCHCP.
 - B4.1.2 Have English and Spanish-speaking health professionals, with other languages available through a translation service. Translation service should be available immediately and not require an additional phone call by the member.
 - B4.1.3 Equip staff with other MCHCP phone numbers and information to refer members to proper resources such as MCHCP's medical plans, pharmacy benefit manager, and employee assistance program when appropriate.
 - B4.1.4 Have staff trained and available to use a TDD service for the hearing impaired and must make reasonable ADA accommodations for other special needs groups at no additional cost to MCHCP.
 - B4.1.5 The contractor shall maintain a toll-free telephone line to provide prompt access for members 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.
- B4.2 Develop and circulate communication materials to be mailed to members' homes about the disease management and behavior modification health coaching programs. The contractor is responsible for developing and mailing the materials directly to members' homes. Communications will be prepared in collaboration with MCHCP and must be reviewed and approved by MCHCP prior to distribution.
- B4.3 Collaborate with MCHCP to develop and circulate communication materials throughout the plan year via mail or email. The contractor will be responsible for developing, printing, and mailing

targeted communications to members stratified for health coaching or disease management to meet the communication needs of MCHCP.

- B4.4 Web portal must be customizable with MCHCP's specifications, be innovative and engaging, tailored to ensure ease of access, and support a simplified member experience.

B5. ELIGIBILITY

- B5.1 The contractor shall agree that eligible members are those employees, retirees and their dependents who are eligible as defined in the statutes, rules and regulations or revision(s) to such and noted by MCHCP as eligible for this program. MCHCP is the sole source in determining eligibility.
- B5.2 The contractor shall not regard a member's eligibility under MCHCP as terminated until the contractor receives an official termination notice from MCHCP.
- B5.3 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.
 - B5.3.1 It is MCHCP's intent to send a transactional based eligibility file weekly and a periodic full eligibility reconciliation file.
 - B5.3.2 MCHCP will provide a recommended data mapping for the 834 transaction set to the contractor after the contract is awarded.
 - B5.3.3 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.
 - B5.3.4 The contractor shall provide access to view data on their system to ensure the file MCHCP sends is correctly updating the contractor's system.
 - B5.3.5 The contractor will supply a data dictionary of the fields MCHCP is updating on their system and the allowed values for each field.
- B5.4 The contractor must be able to support single sign-on from MCHCP's Member Portal to the contractor's Member Portal utilizing Security Assertion Markup Language (SAML).
- B5.5 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 30, 2014. Results of the test must be provided to MCHCP by October 13, 2014.

B6. IMPLEMENTATION AND ACCOUNT MANAGEMENT

B6.1 The final implementation schedule must be agreed to by MCHCP within 30 days of the contract award. At a minimum, the timeline must include the required dates for the following activities:

- Training key staff
- Date for final eligibility files
- Website development, including testing of single sign-on
- Development of communication materials
- Printing of communications
- Mailing of materials
- Identification of members for inclusion in health coaching and disease management programs as data is completed and collected
- Testing of file transmissions from third party administrators and pharmacy benefit manager
- Testing of data transmission to data warehouse vendor (currently Truven Health Analytics)
- Testing of eligibility file

B6.2 MCHCP requires the contractor to meet with MCHCP staff and/or Board of Trustees at least semi-annually to discuss the status of the MCHCP account in terms of utilization patterns and costs, as well as propose new ideas or programs that may benefit MCHCP and its members. These meetings will take place at the MCHCP office. The contractor team attending these updates must include appropriate account managers and company decision makers who can affectively impact the account.

B6.3 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 clinical services manager, a person responsible for preparing reports, and a management information system representative. Approval of the account management team rests with MCHCP. The account executive and service representative(s) will deal directly with MCHCP's Chief Wellness Officer and other staff designated by MCHCP. The account management team must:

B6.3.1 Be able to devote the time needed to the account, including being available for frequent telephone and semi-annual on-site consultation with MCHCP. Proposers who do not demonstrate a commitment to account service will not receive serious consideration.

B6.3.2 Be extremely responsive. See Section 13 of the Disease Management and Behavior Modification Health Coaching Questionnaire for further details.

B6.3.3 Be thoroughly familiar with virtually all of the contractor's functions that relate directly or indirectly to the MCHCP account.

B6.3.4 Act on behalf of MCHCP in cutting through the bureaucracy of the contractor's organization. The account management team must be able to affectively advance the interest of MCHCP through the contractor's corporate structure.

B6.3.5 The contractor agrees to allow MCHCP to complete a formal performance evaluation of the assigned account management team annually.

B6.3.6 The contractor agrees to provide MCHCP with at least thirty (30) days advance notice of any material change to its account management and servicing methodology and at least ten (10) days advanced notice of a personnel change in the contractor's account management and servicing team.

B6.4 The contractor shall agree that MCHCP reserves the right to review and approve all written communications developed and used by the contractor to communicate specifically with MCHCP members at any time during the contract period. Notwithstanding the foregoing, nothing herein prohibits contractor from communicating directly with members in the regular course of providing services under the contract (e.g., responding to member inquiries, etc.).

B6.5 The contractor shall agree that if a systems or delivery platform change occurs throughout the course of the contract, MCHCP reserves the right to delay implementation of the new system for MCHCP members until a commitment can be made by the contractor that transition will be without significant issues. This may include requiring the contractor to put substantial fees at risk to ensure a smooth transition.

B7. REPORTING

B7.1 The contractor shall agree to:

B7.1.1 Provide member-level participation data to MCHCP and/or MCHCP's decision support system vendor (currently Truven Health Analytics) in a format specified by MCHCP with the understanding that the data shall be owned by MCHCP;

B7.1.2 Provide data in an electronic format and within a timeframe specified by MCHCP;

B7.1.3 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

MCHCP reserves the right to retain a third party contractor (currently Truven Health Analytics) to receive the data from the health coaching and disease management contractor and store the data on MCHCP's behalf. The contractor agrees to cooperate with MCHCP's designated third party contractor, if applicable, 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 pay applicable fees associated with data format changes due to contractor-initiated or regulatory contractor requirement.

B7.2 The contractor shall provide a comprehensive, aggregate summary report to MCHCP of disease management and behavior modification health coaching participation and results and include recommendations which will allow MCHCP to identify population-level areas of concern and needing improvement.

B7.3 The contractor must fully cooperate with MCHCP to provide necessary data to calculate MCHCP program savings and/or return on investment (ROI). MCHCP intends to negotiate performance standards regarding savings and/or ROI with finalists.

- B7.4 The contractor shall submit standard reports to MCHCP on a monthly, quarterly, and annual basis. MCHCP and the contractor will negotiate the format and content during negotiations and prior to award of a contract resulting from the RFP.
- B7.5 At the request of MCHCP, the contractor shall submit additional ad hoc reports on information and data readily available to the contractor. If any reports are substantially different from the reports agreed upon, fair and equitable compensation will be negotiated with the contractor.
- B7.6 If/when contractor transition occurs, MCHCP will require a current/historical participant file in an agreed-upon format to be submitted at the end of the contractual relationship in order to promote seamless continuation of services from the incumbent vendor to the newly-contracted vendor. The contractor agrees that the final scheduled payment to the departing contractor will be held until this project is complete.
- B7.7 Outcomes Measurement and Reporting –The contractor shall:
- B7.7.1 Document and report participant satisfaction with the programs annually or in accordance with the timeline recommended by MCHCP and via an agreed-upon tool.
- B7.7.2 Make standard and/or ad hoc reports available to support the performance standards outlined in Section 13 of the Disease Management and Behavior Modification Health Coaching Questionnaire.
- B7.7.3 Meet the performance standards as agreed to in the performance guarantees exhibit.
- B7.7.4 Agree to put a portion of the fees at risk for the performance standards outlined in Section 13 of the Disease Management and Behavior Modification Health Coaching Questionnaire.
- B7.7.5 Utilize the HighRoads Vendor Manager product or other product designated by MCHCP that allows the contractor to self-report compliance and non-compliance with performance guarantees. MCHCP reserves the right to audit performance standards for compliance.

B8. PAYMENT

- B8.1 The contractor shall agree that the monthly administrative fee(s) due the contractor will be self-billed on a per eligible per month basis and payment initiated via ACH by the tenth of the month following the month of coverage. MCHCP will remit all payments and provide all associated reports electronically.
- B8.2 The contractor shall have the right to audit appropriate MCHCP records to determine the accuracy of the monthly payment.
- B8.2.1 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 and records.

- B9. MCHCP REQUIREMENTS AND SERVICES – MCHCP will provide the following administrative services to assist the contractor:
- B9.1 Eligibility files, health assessment, and risk stratification in an electronic format
 - B9.2 Payment of monies due the contractor
 - B9.3 Facilitate communication between contractor and decision support system vendor, currently Truven Health Analytics
 - B9.4 Facilitate communication between contractor and all other MCHCP contractors
 - B9.5 Assist in notification/education of membership regarding the program
 - B9.6 Incentive administration

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 HighRoads' 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(20). 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)(D) 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 employee or member 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 HighRoads 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 Friday, April 4, 2014, 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-2) due to the provisions of HIPAA. A signed BAA must be returned with such bidder's completed bid proposal. Failure to return a signed BAA may result in such bidder's proposal being considered non-responsive. **No changes shall be made to the BAA.**
- C5.3 If MCHCP awards bidder a contract, then MCHCP will sign the BAA, making such agreement effective.

**CONTRACT # XXXXX BETWEEN
MISSOURI CONSOLIDATED HEALTH CARE PLAN
AND WELLNESS**

This Contract is entered into by and between Missouri Consolidated Health Care Plan (“MCHCP”) and WELLNESS (hereinafter “WELLNESS” or “Contractor”) for the express purpose of providing wellness services for specified members of MCHCP’s self funded employee benefit plans , pursuant to MCHCP’s Wellness Request for Proposal released March 27, 2014 (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, 2015 through December 31, 2015. 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, 2014) is a firm, fixed price. The submitted prices for the subsequent (2nd - 3rd) years of the contract period (January 1 - December 31, 2015 and January 1 - December 31, 2016 respectively) are guaranteed not-to-exceed maximum prices and are subject to negotiation. Pricing for the one-year renewal periods are due to MCHCP by May 15 for the following year's renewal. All prices are subject to best and final offer which may result from subsequent negotiation.

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 WELLNESS in response to the RFP, finalist negotiations, and implementation meetings held following execution of the Preliminary Agreement between the parties effective August 23, 2013 and superseded by this Contract in accordance with its terms:
 - i. Exhibit A-2 Pricing Pages
 - ii. Exhibit A-3 Business Associate Agreement
 - iii. Exhibit A-4 Proposed Modifications to the RFP
 - iv. Exhibit A-5 Confirmation Document
 - v. Exhibit A-6 Performance Guarantees
 - vi. Exhibit A-7 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 WELLNESS as evidenced by WELLNESS’s affirmative confirmations and representations required by and in accordance with the bidder response requirements described throughout the RFP.

Any exhibits or attachments voluntarily offered, proposed, or produced as evidence of WELLNESS’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 WELLNESS has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Contract.

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

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

1.6 Notices: Unless otherwise expressly provided otherwise, all notices, demands, requests, approvals, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other during the course of this contract shall be in writing and shall be made by personal delivery, by prepaid overnight delivery, by United States mail postage prepaid, or transmitted by email to an authorized employee of the other party or to any other persons as may be designated by written notice from one party to the other. Notices to MCHCP shall be addressed as follows: Missouri Consolidated Health Care Plan, ATTN: Executive Director, P.O. Box 104355, Jefferson City, MO 65110-4355. Notices to WELLNESS shall be addressed as follows: WELLNESS 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 WELLNESS's assurances of the following:
- WELLNESS, including its subcontractors, has the skills, qualifications, expertise, financial resources and experience necessary to perform the services described in the RFP, WELLNESS'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.
 - WELLNESS 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.
 - WELLNESS 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, WELLNESS currently has the capability to perform in accordance with the terms and conditions of this Contract.
 - WELLNESS has also reviewed and understands the risks associated with providing wellness services as described in the RFP.

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

2.1 Security Deposit: WELLNESS must furnish an original performance security deposit in the form of check, cash, bank draft, or irrevocable letter of credit, issued by a bank or financial institution authorized to do business in Missouri, to MCHCP within ten (10) days after award of the contract and prior to performance of service under the contract. The performance security deposit must be made payable to MCHCP in the amount of \$1,250,000. The contract number and contract period must be specified on the performance security deposit. In the event MCHCP exercises an option to renew the contract for an additional period, WELLNESS shall maintain the validity and enforcement of the security deposit for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of contract renewal, not to exceed \$1,250,000.

2.2 Eligible Members: WELLNESS shall agree that eligible members are those employees, retirees and their dependents who are eligible as defined in the statutes, rules and regulations or revision(s) to such and noted by MCHCP as eligible for the program. MCHCP is the sole source in determining eligibility. The contractor shall not regard a member's eligibility under MCHCP as terminated until the contractor receives an official termination notice from MCHCP.

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

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

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

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

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

2.7 Change in Laws: WELLNESS 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.

2.8 Compliance with Laws: WELLNESS 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.

2.8.1 Non-discrimination, Sexual Harassment and Workplace Safety: WELLNESS agrees to abide by all applicable federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety.

WELLNESS shall establish and maintain a written sexual harassment policy and shall inform its employees of the policy. WELLNESS 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.

2.8.2 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)**, WELLNESS 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, WELLNESS 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.

2.8.3 Patient Protection and Affordable Care Act (PPACA): If applicable, WELLNESS 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.

2.8.4 Health Insurance Portability and Accountability Act of 1996 (HIPAA): WELLNESS 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.

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

2.9 Indemnification: WELLNESS 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 WELLNESS's, WELLNESS's employees, or WELLNESS's associate or any associate's or subcontractor's failure to comply with section 2.6 of this contract.

2.10 Prohibition of Gratuities: Neither WELLNESS nor any person, firm or corporation employed by WELLNESS 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.

2.11 Solicitation of Members: WELLNESS 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.

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

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

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

2.15 Patent, Copyright, and Trademark Indemnity: WELLNESS 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. WELLNESS 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 WELLNESS's written request, it shall be at WELLNESS's expense, but the responsibility for such expense shall be only that within WELLNESS's written authorization. WELLNESS shall indemnify and hold MCHCP harmless from all damages, costs, and expenses, including attorney's fees that WELLNESS 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 WELLNESS in such suit or proceeding are held to constitute infringement and the use is enjoined, WELLNESS 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 WELLNESS is unable to do any of the preceding, WELLNESS 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 WELLNESS under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of WELLNESS without its written consent.

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

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

2.18 Tax Payments: WELLNESS 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 WELLNESS.

2.19 Retention of Records: Unless MCHCP specifies in writing a shorter period of time, WELLNESS 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. WELLNESS agrees that authorized federal representatives, MCHCP personnel, and independent auditors acting on behalf of MCHCP and/or federal agencies shall have access to and the right to examine records during the contract period and during the seven (7) year post contract period. Delivery of and access to the records shall be at no cost to MCHCP.

2.20 Conflicts of Interest: WELLNESS 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, WELLNESS 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 WELLNESS

- Eligibility files, health assessment, and risk stratification in an electronic format;
- Payment of monies due WELLNESS;
- Facilitate communication between contractor and decision support system vendor, currently Truven Health Analytics;
- Facilitate communication between contractor and all other MCHCP contractors;
- Assist in notification/education of membership regarding the program; and
- Incentive administration

3.2 Eligibility: Health coaching services will be made available to active state employees and non-Medicare retirees. MCHCP reserves the right to add covered spouses to health coaching services at the discretion of the MCHCP Board of Trustees. Disease Management services will be made available to active state and public entity employees, non-Medicare retirees, and their covered dependents.

3.3 Payment: The monthly administrative fee(s) due WELLNESS will be self-billed on a per eligible per month basis and payment initiated via ACH by the tenth of the month following the month of coverage. MCHCP will remit all payments and provide all associated reports electronically. The contractor shall have the right to audit appropriate MCHCP records to determine the accuracy of the monthly payment. 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 and records.

4 RECORDS RETENTION, ACCESS, AUDIT, AND FINANCIAL COMPLIANCE

4.1 Audit Rights: MCHCP and its designated auditors shall have access to and the right to examine any and all pertinent books, documents, papers, files, or records of WELLNESS involving any and all transactions related to the performance of this Contract. WELLNESS 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 WELLNESS shall agree to reasonable times for WELLNESS to make sure records available for audit.

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

4.3 Access to Records: Upon reasonable notice, WELLNESS 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. WELLNESS agrees to provide the access described wherever WELLNESS maintains such books, records, and supporting documentation. Further, WELLNESS 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. WELLNESS 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 WELLNESS to the extent that the books, documents and records relate to costs or pricing data for this Contract. WELLNESS agrees to maintain records which will support the prices charged and costs incurred for performance of services performed under this Contract. Also, WELLNESS must furnish all information necessary for MCHCP to comply with all state and/or federal regulations. To the extent described herein, WELLNESS shall give full and free access to all records to MCHCP and/or their authorized representatives.

4.4 Financial Record Audit and Retention: WELLNESS agrees to maintain, and require its subcontractors to maintain, supporting financial information and documents that are adequate to ensure the accuracy and validity of WELLNESS's invoices. Such documents will be maintained and retained by WELLNESS or its subcontractors for a period of seven (7) years after the date of submission of the final billing or until the resolution of all audit questions, whichever is longer. WELLNESS agrees to timely repay any undisputed audit exceptions taken by MCHCP in any audit of this Contract.

4.5 Response/Compliance with Audit or Inspection Findings: WELLNESS 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 WELLNESS'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).

4.6 Inspections: Upon notice from MCHCP, WELLNESS 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 WELLNESS 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. WELLNESS 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 Wellness Services: WELLNESS shall provide health coaching to moderate- and high-risk members identified by MCHCP through a health assessment administered by MCHCP. WELLNESS shall also provide disease management services for members with a chronic condition identified through claim and pharmacy data, referral by a physician, or self-referral by the member. WELLNESS is obligated to follow the performance standards as outlined in Attachment A-6.

5.2 The contractor shall accept regular claim files from MCHCP's contracted third party administrator(s) and pharmacy benefit manager to identify potential DM and behavior modification health coaching program participants

5.3 Account Management: WELLNESS 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 clinical services manager, a person responsible for preparing the reports and a management information system

representative. Approval of the account management team rests with MCHCP. The account executive and service representative(s) will deal directly with MCHCP's Chief Wellness Officer and other staff designated by MCHCP. The account management team must:

- 5.3.1** Be able to devote the time needed to the account, including being available for telephone and on-site consultation with MCHCP.
- 5.3.2** Be extremely responsive.
- 5.3.3** Be thoroughly familiar with virtually all of WELLNESS's functions that relate directly or indirectly to the MCHCP account.
- 5.3.4** Act on behalf of MCHCP in cutting through the bureaucracy of WELLNESS's organization. The account management team must be able to effectively advance the interest of MCHCP through WELLNESS's corporate structure.
- 5.3.5** WELLNESS agrees to provide MCHCP with at least thirty (30) days advance notice of any material change to its account management and servicing methodology and at least ten (10) days advanced notice of a personnel change in WELLNESS's account management and servicing team.
- 5.3.6** WELLNESS agrees to allow MCHCP to complete a formal performance evaluation of the assigned account management team annually.

5.4 Meetings: WELLNESS must meet with MCHCP staff and/or Board of Trustees at least semi-annually to discuss the status of the MCHCP account in terms of utilization patterns and costs, as well as propose new ideas or programs that may benefit MCHCP and its members. These meetings will take place at the MCHCP office. The contractor team attending these updates must include appropriate account managers and company decision makers who can affectively impact the account.

5.5 Implementation: A final implementation schedule must be agreed to by MCHCP and WELLNESS within 30 days of the contract award. At a minimum, the timeline must include the required dates for the following activities:

- Training Key Staff
- Acceptable date for final eligibility file;
- Website development, including testing of single sign-on
- Development, printing and mailing of communication materials;
- Identification of members for inclusion in health coaching and disease management programs as data is completed and collected;
- Testing of file transmissions from third party administrators and pharmacy benefit manager
- Testing of data transmission to data warehouse vendor (currently Truven Health Analytics)
- Testing of eligibility file

5.6 Toll-Free Telephone Line: WELLNESS shall provide a toll-free call center staffed by qualified professionals that triages members to either disease management or behavior modification health coaching services. Any use of automated phone trees must be brief. WELLNESS shall maintain a toll-free telephone line to provide prompt access for members 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. The call center must:

- 5.6.1** Be a dedicated toll-free call center phone number and customized greeting for MCHCP.
- 5.6.2** Have English and Spanish-speaking health professionals, with other languages available through a translation service. Translation service should be available immediately and not require an additional phone call by the member.
- 5.6.3** Equip staff with other MCHCP phone numbers and information to refer members to proper resources such as MCHCP's medical plans, pharmacy benefit manager, and employee assistance program when appropriate.
- 5.6.4** Have staff trained and available to use a TDD service for the hearing impaired and must make reasonable ADA accommodations for other special needs groups at no additional cost to MCHCP.

5.7 Communications: WELLNESS must develop and circulate communication materials to be mailed to members' homes about the disease management and behavior modification health coaching programs. The contractor is responsible for developing and mailing the materials directly to members' homes. Communications will be prepared in collaboration with MCHCP and must be reviewed and approved by MCHCP prior to distribution. MCHCP reserves the right to review and approve all written communications developed and used by WELLNESS to communicate specifically with MCHCP members at any time during the contract period. 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.).

5.8 WELLNESS shall agree that if a systems or delivery platform change occurs throughout the course of the contract, MCHCP reserves the right to delay implementation of the new system for MCHCP members until a commitment can be made by WELLNESS that transition will be without significant issues. This may include requiring WELLNESS to put substantial fees at risk to ensure a smooth transition.

5.9 Electronic Transmission Protocols: WELLNESS and all subcontractors will maintain encryption standards of 1024 bit encryption or higher for the encryption of confidential information for transmission via non secure methods including File Transfer Protocol or other use of the Internet.

5.10 Information Technology and Eligibility File WELLNESS 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. WELLNESS must provide a technical contact that will provide support to MCHCP Information Technology Department for EDI issues.

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

5.10.2 MCHCP will provide a recommended data mapping for the 834 transaction set to WELLNESS.

- 5.10.3** After processing each file, WELLNESS 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.
- 5.10.4** WELLNESS shall provide access to view data on their system to ensure the file MCHCP sends is correctly updating the contractor's system.
- 5.10.5** WELLNESS will supply a data dictionary of the fields MCHCP is updating on their system and the allowed values for each field.
- 5.10.6** WELLNESS must work with MCHCP to develop a schedule for testing of the eligibility test record set on electronic media. MCHCP requires that WELLNESS accept and run an initial test record set no later than September 30, 2014. Results of the test must be provided to MCHCP by October 13, 2014.

5.11 Website: WELLNESS must have a web portal which is customizable with MCHCP's specifications, is innovative and engaging, and tailored to ensure ease of access, and supports a simplified member experience. WELLNESS 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).

5.12 Behavior Modification Health Coaching Program: WELLNESS shall provide a behavior modification health coaching program to active state employees, non-Medicare retirees and, potentially, their covered spouses enrolled in MCHCP. At a minimum, the following coaching programs shall be available, back care, weight management, nutrition, stress management, physical activity, tobacco cessation, blood pressure, exercise and cholesterol.

- 5.12.1** MCHCP will conduct a health assessment (HA) of eligible members and stratify participants into low-, moderate- and high-risk categories. MCHCP will then transmit HA results and identified risk factors of which participants have control and which are important precursors to the probability of disease, illness and death to WELLNESS. WELLNESS shall use HA results, risk stratification and claims data to identify potential participants that could benefit from behavior modification health coaching.
- 5.12.2** WELLNESS shall contact members who are stratified at moderate and high risk for inclusion in the appropriate coaching program and track acceptance, refusal to participate, and disenrollment from the program. Members with risk factors may self-refer to behavior modification health coaching programs. WELLNESS shall make at least two outbound health coaching recruitment and engagement calls to reach each moderate and high risk members. An outbound health coaching and recruitment call is a live, in person conversation with the member. Automated calls and leaving messages will not be considered an outbound health coaching recruitment and engagement call.
- 5.12.3** WELLNESS shall provide regular, proactive, ongoing management of individuals through regular telephonic contact and educational mailings. WELLNESS shall monitor participants' progress toward achieving

established goals agreed to by the member and the health coach. WELLNESS shall provide interventions appropriate to the participant's level of severity and risk that may include regular phone calls or emails to the participant and educational materials mailed to the participant's home. The frequency and type of follow-up must be appropriate for the risk/severity level of the participant.

- 5.12.4** WELLNESS shall provide a toll-free call center staffed by health professionals that allows members to obtain general health and wellness information or specific information on recommended activities. The toll free call center hours shall be at a minimum Monday through Friday, 8 a.m. to 8 p.m. CT and Saturday 8 a.m. to noon CT.
- 5.12.5** WELLNESS shall provide a dedicated voice mailbox for participants. Messages left by participants must be returned during 30 minutes if left during business hours or on the next business day if left at any other time.
- 5.12.6** WELLNESS shall develop and circulate communication to members' homes about the behavior modification health coaching program. All communications must be reviewed and approved by MCHCP prior to distribution. The cost of printing and mailing the materials are at the contractor's expense.
- 5.12.7** WELLNESS shall maintain a comprehensive website for members that includes health related articles and/or self-directed on-line tools.
- 5.12.8** WELLNESS shall report to MCHCP those participants who are actively participating in health coaching. The report must be in an electronic format and is due within five (5) days of the end of the month. Format will be negotiated with WELLNESS.
- 5.12.9** The contractor shall conduct a participant satisfaction survey annually or in accordance with the timeline recommended by MCHCP, and provide the results to MCHCP within a reasonable period of time.

5.13 Disease Management WELLNESS shall provide a disease management (DM) program to active State and Public Entity employees and non-Medicare retirees, and their covered spouses and dependent children. At a minimum the contractor must have hypertension, diabetes, coronary artery disease/congestive heart failure, asthma, and depression (as a co-morbid condition) programs available.

- 5.13.1** WELLNESS shall use Health Assessment results, risk stratification and claims data to identify potential participants that could benefit from a Disease Management program, assess the participant's general health and self-care techniques, further stratify the participants according to risk/severity, and provide regular interventions by phone and/or by mail based on the participant's needs.
- 5.13.2** WELLNESS shall contact potential participants for continuation in the program and track refusal to participate and disenrollment from the program. Contacts with moderate- or high-risk categories must be an interactive communication with the member. Mailing materials to member's home is not an interactive communication.
- 5.13.3** WELLNESS shall assess participant's adherence to prescribed medical care, and develop an individualized plan of care for each participant based on national

standards of care and/or evidence-based medicine in coordination with the participant's health care providers.

- 5.13.4** WELLNESS shall educate each participant regarding his or her health care condition and the needs brought about by the illness. The goal of member education is to increase the participant's understanding of the disease and to empower him or her to be more effective in self-care.
- 5.13.5** WELLNESS shall provide interventions appropriate to the participant's level of severity and risk that may include regular phone calls to the participant and/or educational materials mailed to the participant's home. The frequency and type of contact must be appropriate for the risk/severity level of the participant.
- 5.13.6** WELLNESS shall provide a 24 hour, 7 days a week, toll-free telephone consultation service staffed by qualified, experienced nurses to respond to eligible members' and or caregivers' questions.
- 5.13.7** WELLNESS shall develop and circulate educational materials to communicate to members about the disease management program and relevant health care information. The cost of printing and mailing the materials to the member's home are at WELLNESS's expense.
- 5.13.8** WELLNESS shall develop provider support for, and give provider education regarding, the specific evidence-based guidelines selected for use.
- 5.13.9** WELLNESS shall report to MCHCP those participants who are actively participating in a disease management program. The report must be in an electronic format and is due within five (5) days of the end of the month. WELLNESS shall also report to MCHCP at regular intervals program participation rates, outreach rates, graduation rates, savings, and/or return on investment in accordance with the performance standards outlined in Attachment A-6.
- 5.13.10** WELLNESS shall conduct a participant satisfaction survey annually or in accordance with the timeline recommended by MCHCP, and provide the results to MCHCP within a reasonable period of time.
- 5.13.11** WELLNESS shall provide a regular data feed to MCHCP's contracted data warehouse vendor (currently Truven Health Analytics). The data feed must at a minimum provide program name, stratification level, and participation status.

6 REPORTING

- 6.1** Wellness shall provide member-level participation data to MCHCP and/or MCHCP's decision support system vendor (currently Truven Health Analytics) in a format specified by MCHCP with the understanding that the data shall be owned by MCHCP. The data shall be provided in an electronic format and within a timeframe specified by MCHCP. WELLNESS shall 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. MCHCP reserves the right to retain a third party contractor (currently Truven Health Analytics) to receive the data from the health coaching and disease management contractor and store the data on MCHCP's behalf.
- 6.2** WELLNESS agrees to cooperate with MCHCP's designated third party contractor, if applicable, in the fulfillment of the contractor's duties under this contract, including the provision of data as specified without constraint on its use.
- 6.3** WELLNESS shall pay applicable fees associated with data format changes due to contractor-initiated or regulatory contractor requirement.
- 6.4** WELLNESS shall provide a comprehensive, aggregate summary report to MCHCP of disease management and behavior modification health coaching participation and results and include

recommendations which will allow MCHCP to identify population-level areas of concern and needing improvement.

- 6.5** WELLNESS must fully cooperate with MCHCP to provide necessary data to calculate MCHCP program savings and/or return on investment (ROI).
- 6.6** WELLNESS shall submit standard reports to MCHCP on a monthly, quarterly, and annual basis.
- 6.7** At the request of MCHCP, WELLNESS shall submit additional ad hoc reports on information and data readily available to the contractor. If any reports are substantially different from the reports agreed upon, fair and equitable compensation will be negotiated with the contractor.
- 6.8** If contractor transition occurs, MCHCP will require a current/historical participant file in an agreed-upon format to be submitted at the end of the contractual relationship in order to promote seamless continuation of services from the incumbent vendor to the newly-contracted vendor. WELLNESS agrees that the final scheduled payment will be held until this project is complete.
- 6.9** Outcomes Measurement and Reporting –WELLNESS shall:
 - 6.9.1** Document and report participant satisfaction with the programs annually or in accordance with the timeline recommended by MCHCP and via an agreed-upon tool.
 - 6.9.2** Make standard and/or ad hoc reports available to support the performance standards outlined in Attachment A-6.
 - 6.9.3** Meet the performance standards as agreed to in the performance guarantees Attachment A-6.
 - 6.9.4** Put a portion of the fees at risk for the performance standards outlined in Attachment A-6.
 - 6.9.5** Utilize the HighRoads Vendor Manager product or other product designated by MCHCP that allows the contractor to self-report compliance and non-compliance with performance guarantees. MCHCP reserves the right to audit performance standards for compliance.

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 WELLNESS 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) WELLNESS fails to make delivery of goods or services as specified in this Contract; 2) WELLNESS fails to satisfactorily perform the work specified in this Contract; 3) WELLNESS fails to make progress so as to endanger performance of this Contract in accordance with its terms; 4) WELLNESS breaches any provision of this Contract; 5) WELLNESS assigns this Contract without MCHCP's approval; or 6) Insolvency or bankruptcy of WELLNESS. 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, WELLNESS 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. WELLNESS 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 provision, MCHCP reserves the right to terminate this Contract by giving WELLNESS thirty (30) days prior notice of termination.

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 WELLNESS to deliver to MCHCP in the manner and to the extent directed, any completed materials. In the event of termination, WELLNESS 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

WELLNESS.

By: _____

By: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

Exhibit A-1

Intent to Bid – 2015 Disease Management and Behavior Modification Health Coaching 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 **Wednesday, April 2, 2014, at 4:00 p.m. CT (5:00 p.m. ET).**

Minimum Bidder Requirements

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

- **Licensing** – The bidder must hold a certificate of authority to do business in the State of Missouri, and be in good standing with the office of the Missouri Secretary of State. MCHCP requires the contractor to comply with all state and federal laws, rules and regulations affecting their conduct of business on their own behalf and on behalf of a covered entity such as MCHCP.
- **Size and Experience** – The bidder must currently provide disease management and behavior modification coaching services to clients that have at least 100,000 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 client if requested. The bidder must have been in operation and performing the services requested in this RFP for a minimum of three (3) years.
- **Single Sign-On** – The bidder must be able to utilize single sign-on or similar capabilities.
- **Data Transfer** – Bidders shall agree to provide a regular data file to MCHCP's designated data vendor (currently Truven Health Analytics). The timing and content of the submission will be negotiated prior to finalizing the contract award. At a minimum, the contractor must provide person-level health coaching and disease management participation. Bidders may be required to demonstrate the ability to provide such data before a contract award is made.
- **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 April 21, 2014, 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.
- **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 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 or MoDOT.
 - Data Exchange – Bidder must be capable of establishing a relationship with MCHCP’s and MoDOT’s contracted medical health plan administrator and pharmacy benefit manager, which allows the contractor to share participation information.
 - Performance Bond - The contractor must furnish an original performance security deposit in the form of check, cash, bank draft, or irrevocable letter of credit, issued by a bank or financial institution authorized to do business in Missouri, to MCHCP within ten (10) days after award of the contract and prior to performance of service under the contract. The performance security deposit must be made payable to MCHCP in the amount of \$1.25 million. The contract number and contract period must be specified on the performance security deposit. In the event MCHCP exercises an option to renew the contract for an additional period, the contractor shall maintain the validity and enforcement of the security deposit for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of contract renewal, not to exceed \$1.25 million.
-

This form will serve as confirmation that our organization has received the 2015 Disease Management and Behavior Modification Health Coaching 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 BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) between the Missouri Consolidated Health Care Plan (hereinafter “Covered Entity” or “MCHCP”) and WELLNESS COMPANY (hereinafter “Business Associate” or “WELLNESS COMPANY”) is entered into as a result of the business relationship between the parties in connection with services performed in accordance with the 2015 Disease Management and Behavioral Modification Health Coaching Request for Proposal released March 26, 2014 (“RFP”) and the Contract # XXXX-2015, (both collectively referred to hereinafter as the “Contract”).

This Agreement supersedes all other agreements, including any previous business associate agreements, between the parties with respect to the specific matters addressed herein. In the event the terms of this Agreement are contrary to or inconsistent with any provisions of the Contract or any other agreements between the parties, this Agreement shall prevail, subject in all respects to the Health Insurance Portability and Accountability Act of 1996, as amended (the “Act”), the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the “HITECH Act”), and the HIPAA Rules, as defined in Section 2.1 below.

1 Purpose.

The Contract addresses and relates to the administration of self insured medical plans on behalf of the members of MCHCP.

The purpose of this Agreement is to comply with requirements of the Act, the HITECH Act, and the implementing regulations enacted under the Act and the HITECH Act, 45 CFR Parts 160 - 164, as amended, to the extent such laws relate to the obligations of business associates. 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 Delta Dental.

“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; 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 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 PHI by Business Associate, its workforce, and its subcontractors other than as provided for by this Agreement.
- 3.3 Subcontractors. Pursuant to §§ 164.308(b)(2) and 164.502(e)(1)(ii), Business Associate agrees it will not permit any subcontractors to create, receive, access, use, maintain, disclose, or transmit PHI in connection with, on behalf of, or under the direction of Business Associate in connection with performing its duties and obligations under the Contract unless and until Business Associate obtains satisfactory assurances in the form of a written contract or written agreement in accordance with §§ 164.504(e) and 164.314(a)(2) that the subcontractor(s) will appropriately safeguard PHI and in all respects comply with the same restrictions, conditions, and requirements applicable to Business Associate under the HIPAA Rules and this Agreement with respect to such information.

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

- 3.4 Reports to MCHCP. Business Associate agrees to report any use or disclosure of PHI not authorized or provided for by this Agreement, including breaches of unsecured PHI and any security incident involving MCHCP to MCHCP in accordance with the notice provisions prescribed in this Section 3.4.

- 3.4.1 The notice shall be delivered to, and confirmed received by, MCHCP without unreasonable delay, but in any event no later than ten (10) 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, or otherwise knows that MCHCP's Privacy and Security Officers are not available, Business Associate may 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 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 subject to the breach;
 - d) a description of all types of PHI known or potentially believed to be involved or affected;
 - e) the name of each entity and all department(s)/division(s) of each entity involved in or contributing to the unauthorized use or disclosure, breach of unsecured PHI, or security incident;
 - 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) all corrective action steps Business Associate has taken or shall take to prevent future similar uses, disclosures, breaches, or incidents;

- h) 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
 - i) any action steps Business Associate believes affected individuals should take to protect themselves from potential harm resulting from the breach.
- 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 reasonable request by MCHCP.
- 3.4.6 Business Associate expressly acknowledges the presumption of breach with respect to any unauthorized acquisition, access, use, or disclosure of PHI that does not meet a regulatory exception in § 164.402(1), 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 to MCHCP no later than ten (10) business days following Business Associate's discovery with its complete written risk assessment 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 immediately 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 and 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 ten (10) 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 ten (10) 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 ten (10) 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 immediately refer the individual to MCHCP's Privacy Officer, and if the request is in writing shall forward the individual's request within ten (10) 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 ten (10) 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 ten (10) business 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 ten (10) business 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 the Secretary in a time and manner designated by MCHCP or the Secretary for purposes of determining MCHCP's compliance with the HIPAA Rules.

4 Permitted Uses and Disclosures of PHI by Business Associate.

- 4.1 Contractual Authorization. Business Associate may access, create, use, and disclose PHI as necessary to perform its duties and obligations required by the Contract. Without limiting the foregoing general authorization, MCHCP specifically authorizes Business Associate to access, create, receive, use, and disclose all PHI in performing the duties required in the contract, in accordance with the various information sources, recipients, and purposes described therein.
- 4.2 Authorization by Law. Business Associate may use or disclose PHI as permitted or required by law.
- 4.3 Qualified Authorization. The parties agree that no provision of the Contract permits Business Associate to use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if used or disclosed in like manner by MCHCP except that:
- 4.3.1 This Agreement permits Business Associate to use PHI received in its capacity as a business associate of MCHCP, if necessary: (A) for the proper management and administration of Business Associate; or (B) to carry out the legal responsibilities of Business Associate; and
- 4.3.2 This Agreement permits Business Associate to disclose PHI received by Business Associate in its capacity as a business associate of MCHCP, only if: (A) the disclosure is required by law; or (B) Business Associate obtains reasonable assurance from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person; and such person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- 4.4 Data Aggregation. In addition, Business Associate may combine PHI created or received on behalf of MCHCP as authorized in this Agreement with PHI lawfully created or received by Business Associate in its capacity as a business associate of other covered entities to permit data analysis relating to the health care operations of MCHCP and other PHI contributing covered entities.
- 4.5 Minimum Necessary. Notwithstanding any other provision in the Contract or this Agreement, with respect to any and all uses and disclosures permitted, Business Associate agrees to request, create, access, use, disclose, and transmit the minimum necessary PHI involving MCHCP members as is necessary to accomplish the purpose of such request, creation, use, disclosure, or transmission, in accordance with the HIPAA Rules and guidance published by the Secretary. In addition and to the extent not in conflict with the HIPAA Rules and guidance published by the Secretary, Business Associate agrees to request, create, access, use, disclose, and transmit PHI involving MCHCP members subject to the following minimum necessary requirements:
- 4.5.1 When requesting or using PHI received from MCHCP, a member of MCHCP, or an authorized party or entity working on behalf of MCHCP, Business Associate shall make reasonable efforts to limit all requests and uses of PHI to the minimum necessary to accomplish the intended purpose of the request or use. Business Associate agrees its

reasonable efforts will include identifying those persons or classes of persons, as appropriate, in Business Associate's workforce who needs access to MCHCP member PHI to carry out their duties under the Contract. Business Associate further agrees to identify the minimally necessary amount of PHI needed by each such person or class and any conditions appropriate to restrict access in accordance with such assessment.

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

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

- a) Making disclosures to public officials as permitted under § 164.512; or
- b) The information is requested by a professional who 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) and MCHCP confirms, in writing, that it has business associate agreement with such professional.

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

5 **Obligations of MCHCP.**

5.1 Notice of Privacy Practices. MCHCP shall notify Business Associate of any limitation(s) that may affect Business Associate's use or disclosure of PHI, by providing Business Associate with MCHCP's Notice of Privacy Practices in accordance with § 164.520, the most recent copy of which is attached to this Agreement.

5.2 Individual Authorization Changes. MCHCP shall notify Business Associate in writing of any changes in, or revocation of, the authorization by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

5.3 Confidential Communications. MCHCP shall notify Business Associate in writing of individual requests approved by MCHCP in accordance with § 164.522 to receive communications of PHI from Business Associate by alternate means or at alternative locations.

- 5.4 Individual Restrictions. MCHCP shall notify Business Associate in writing of any restriction to the use or disclosure of PHI that MCHCP has agreed and, if applicable, any subsequent revocation or termination of such restriction, in accordance with § 164.522.
- 5.5 Permissible Requests by MCHCP. MCHCP shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by MCHCP.

6 **Term and Termination, Expiration, or Cancellation.**

- 6.1 Term. This Agreement is effective as of January 1, 2014, 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 for cause. Business Associate authorizes MCHCP to terminate this Agreement immediately by written notice and without penalty if MCHCP determines, in its reasonable discretion, that Business Associate has violated a material term of this Agreement and cure of such violation is not possible. Without limiting the foregoing authorization, Business Associate agrees that MCHCP may, as an alternative, require Business Associate to end the violation of the material term(s) and cure the breach of contract within the reasonable time and manner specified by MCHCP based on the circumstances presented. If MCHCP determines that neither cure nor termination, alternatively or collectively, are sufficient to comply with applicable law and protect the interests of MCHCP or its members, Business Associate authorizes and agrees that MCHCP may report the violation to the Department of Health and Human Services. 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 of in any form for any purpose whatsoever unless such destruction is not feasible. If destruction of the PHI is not feasible, Business Associate will extend the protections of this Agreement to any PHI retained until such PHI is destroyed.
- 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. Notwithstanding any other provision to the contrary in the Contract or this Agreement, Business Associate shall, to the fullest extent permitted by law, 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 to the extent such acts or omissions violate the terms of this Agreement or the HIPAA Rules as applied to the Contract.
- 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, the HITECH 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, the HITECH 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

WELLNESS COMPANY

By: _____

By: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

EXHIBIT A-3
BIDDER'S PROPOSED MODIFICATIONS TO THE RFP
2015 DISEASE MANAGEMENT AND BEHAVIOR MODIFICATION HEALTH COACHING 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
2015 Disease Management and Behavior Modification Health Coaching 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 HighRoads application.

Yes

No

-
- 2) Bidders are required to submit a firm, fixed price for CY2015 and not-to-exceed prices for CY2016 – CY2019. Prices will be subject to best and final offer which may result from subsequent negotiation. 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. 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

Date

EXHIBIT A-5

**CONTRACTOR CERTIFICATION
OF COMPLIANCE WITH FEDERAL EMPLOYMENT LAWS
2015 DISEASE MANAGEMENT AND
BEHAVIOR MODIFICATION HEALTH COACHING 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.

Contractor

By: _____

Title: _____

Date: _____

**Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2015 Disease Management and Behavior Modification Health Coaching RFP
April 9, 2014**

These responses are provided by MCHCP to questions received from potential bidders for the 2015 Disease Management and Behavior Modification Health Coaching RFP. MCHCP has listed similar questions and responses only once.

Pricing	Response
1 So MCHCP can receive apples-to-apples pricing from every vendor, can you please confirm the total eligible for Behavior Modification programs? For example is the eligible adult number for Behavior programs 52,768? (Subscribers and Spouses for Active employees and non-Medicare retirees excluding children)? Or is the eligible number 43,717 (Subscribers for Active employees and non-Medicare retirees only excluding spouses and children)?	Please refer to revised pricing instructions and modules for bidding. The revision is to allow a bidder to price on a sliding scale based on the number of participants.
2 For behavior modification pricing, should the eligible members be quoted separately or combined with the MoDOT/MSHP group? If this new group is to be added for behavior modification pricing, please provide a count excluding children.	Bidders should bid following revised instructions and modules. The pricing can vary based on number of participants and will take into account that MoDOT participants could be included in the contract.
3 For DM programs is the eligible number 83,748? (Subscribers, Spouses and Children for Active employees and non-Medicare retirees)? Or is the eligible number 52,768 (Subscribers and Spouses for Active employees and non-Medicare retirees only excluding children)? Or is the eligible number 43,717 (Subscribers for Active employees and non-Medicare retirees only excluding spouses and children)?	Bidders should bid following revised instruction and modules. Disease Management is offered to a broader participant pool than behavior modification health coaching. Active employees, non-Medicare retirees, and their non-Medicare dependents (spouses and children) are eligible for disease management.
4 Please clarify how you will be scoring the financial proposal category which represents 50% of the initial weighting. Are you referring specifically to the fixed costs of the programs that are being offered, or is it a higher level, total cost of care/ROI evaluation.	Evaluation of pricing will be based on the fixed program costs.
5 Since the MCHCP requests responding bidders to price according to all eligible members for both the disease management and behavioral modification coaching programs, can the State confirm the total eligible members, by each coaching program, for both MoDOT and MCHCP? The current information provides the MoDOT and MSHP total covered member lives and MoDOTs current participation in the disease management coaching program only.	Please see responses to Questions 1 and 2 above.
6 To clarify, does the MCHCP prefer responding bidders price the disease management and behavioral modification coaching programs based on all eligible (regardless of whether they participate in either of the coaching programs) or on a per participation rate?	Pricing must be based on a per eligible member count. Please see responses to Questions 1 and 2 above.

**Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2015 Disease Management and Behavior Modification Health Coaching RFP
April 9, 2014**

7	Can the MCHCP confirm that the MoDOT's eligible members will definitely be participating in the disease management coaching program as part of this RFP since the Letter received from the MCHCP on 3/20 says "the option to contract will be at the sole discretion of each state entity"?	Each entity, MCHCP and MoDOT, will decide independently whether to join any contract awarded from this RFP.
8	Since the MoDOT does not currently contract for behavior modification health coaching, do responding bidders assume zero eligible member lives for behavior modification health coaching for purposes of this RFP? If not zero, then how many MoDOT eligible member lives for behavior modification health coaching should responding bidders assume?	Please refer to the response to Questions 1 and 2 above for pricing purposes.
9	For years 2016-2019, should responding bidders assume 44,000 eligible member lives for behavioral modification coaching or 53,000 eligible member lives (including covered spouses)?	Please refer to the response to Questions 1 and 2 above for pricing purposes.
10	Eligibility—In the RFP instructions, it states there are 83,748 total eligible, yet we would assume the listed children headcount would not be eligible for Behavior Modification coaching, yet would be for disease management. Thus, please confirm or edit our projected eligibility for the scope of services as noted below: a. Behavior Modification Coaching: 52,768 (only subscribers and spouses-- active and non-Medicare retirees) b. Website: 52,768 (only subscribers and spouses-- active and non-Medicare retirees) c. Disease Management: 83,748 (all subscribers, spouses and children—active and non-Medicare retirees) d. Other: Please advise if we have overlooked any scope	Only active employees and non-Medicare retirees (no spouses) are eligible for Behavior Modification Health Coaching and Website. Active employees, non-Medicare retirees, and their non-Medicare dependents (spouses and children) are eligible for disease management.
11	Please confirm that we should use 52,768 total eligible for our website and behavior coaching pricing projections; If not, please advise of exact figure of <u>eligible population to use in pricing PEPM.</u>	Please see responses to Questions 1 and 2 above.
12	Please confirm that we should use 83,748 total eligible for our disease management coaching pricing projections; If not, please advise of exact figure of <u>eligible population to use in pricing PEPM.</u>	Please see responses to Questions 1 and 2 above.
13	Can we submit additional pricing assumptions as an Exhibit?	Yes, Question 14.1 of the Disease Management and Behavior Modification Health Coaching Questionnaire provides an opportunity for you to submit an additional pricing exhibit.
14	Is the communications fee quote ONLY for the participant packet per the pricing tool, or should it include print and fulfillment for other communications (e.g., promotional flyers, post card mailings, posters, etc.)?	Please refer to B2.7, B3.8 and B4.2 of the Scope of Work. The cost of printing and mailing are at the contractor's expense.

**Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2015 Disease Management and Behavior Modification Health Coaching RFP
April 9, 2014**

15	Certain costs are difficult to project and commit at this juncture (e.g., travel costs)—can we note that these may be TBD as direct pass through costs? If not, please suggest approach for providing a quote that can be flexible.	Travel costs are included as part of the bidder's price. Please refer to B6.2 for minimum travel requirements.
16	Should eligibility or participation vary significantly at some point during the program, will MCHCP be open to re-evaluating the PEPM pricing that is predicated on these numbers?	Please refer to revised pricing instructions and modules for bidding. The revision is to allow a bidder to price on a sliding scale based on the number of participants.
17	You request the pricing provided for years 2016 – 2019 to have a “guaranteed not-to-exceed” figure, yet if participation levels are significantly higher than anticipated, will there be an option to address or re-negotiate? Along this line, please provide, at the very least, detailed disease and behavior modification coaching participation data for the last 2-3 years to help guide our pricing assumptions and price points.	Please refer to revised pricing instructions and modules for bidding. The revision is to allow a bidder to price on a sliding scale based on the number of participants.
18	The Initial Bid Pricing Due date is April 14th; however, vendors have until April 21st to “refine or modify” the bid until the deadline. Can you please explain this process so we better understand the necessity? Is entering our pricing on April 14, 2014 optional or required? Is pricing expected to be a single fee for MoDOT and MCHCP? Can prices be modified up or down as we finalize our bid?	Bidders are encouraged to begin working on their pricing submission early and no later than April 14 in order to become familiar with the pricing model within HighRoads. Bidders may continue to refine their pricing until the RFP deadline of 4 p.m. CT, April 21, 2014. MCHCP will consider the final pricing submitted prior to the RFP deadline. Pricing must be based on the eligible counts listed in Questions 1 and 2 above.
19	Can you provide a common participation assumption for (Per Eligible Per Month) pricing purposes, or should we make our own (varying) assumptions?	Please refer to revised pricing instructions and modules for bidding. The revision is to allow a bidder to price on a sliding scale based on the number of participants.
20	Regarding the online pricing template, please confirm that for annual fee calculation purposes, you will multiply all coaching rates by the number of coaching-eligible lives (43,717) x 12 months and, similarly, all Disease Management rates by the number of DM-eligible lives (83,748) x 12 months.	Confirmed.

General	Response
1 Will the contractor be provided a transition file of participants that are currently enrolled and engaged in either Health Coaching or Disease Management Coaching?	MCHCP will be working with current vendors to provide a transition file of current Health Coaching and Disease Management program participants.
2 What is the percentage of engaged enrollees that are risk stratified to Moderate and the percentage that are stratified to High Risk for Health Coaching?	Approximately 11% of total eligible members are stratified to be at high health risk and approximately 54% of eligible members are stratified to have moderate health risk and in need of health coaching. Roughly 21% of eligible members stratified to moderate- and high-health risk are currently enrolled and engaged in Health Coaching.

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3	What is the percentage of engaged enrollees that are risk stratified to Moderate and the percentage that are stratified to High Risk for Disease Management?	Moderate and High Risk categories for Disease Management program participation are currently grouped together in a Moderate/High category. Low or no risk participants are not targeted for disease management programs. Approximately 9% of total eligible members are stratified to have high or moderate health condition risk. Roughly 94% of eligible members stratified at moderate to high health condition risk are currently enrolled and engage in <u>Disease Management programs</u> .
4	Please confirm that StayWell will continue to provide HRAs, biometric screenings and health challenges moving forward.	MCHCP will be administering a Health Assessment and performing a health risk stratification on HA completer participants as an in-house function. MCHCP does not intend to utilize bidder versions of health assessment tools.
5	Do the tobacco cessation programs that are approved by MCHCP all have the same number of required completed calls? If so, what is the requirement for the number of completed calls?	MCHCP approved tobacco cessation programs offer opportunity for members to participate in tobacco cessation programs depending on their member role. Subscribers at risk for tobacco are directed to participate in the health coaching vendor tobacco cessation program or the in-person live course taught by MCHCP Registered Nurses. The Scope of Work indicates "Tobacco" as a health risk for which the health coaching vendor must provide services. MCHCP currently requires health coaching services provide as many calls as the participant needs to reach goal.
6	Will the contractor receive a list of individuals that attest that they are a tobacco user and will enroll in one of the approved tobacco cessation programs?	Yes, MCHCP will provide a standard data file to the health coaching vendor for participants attesting to enroll in a tobacco cessation program.
7	What is the current utilization in a percentage of your 24/7 nurse advice line?	The nurse advice lines are provided by MCHCP's contracted third party administrators and are not part of this RFP.
8	Do you have any utilization data for the use of the customer service line?	Health Coaching vendor HelpLine calls total 11,217; Disease Management program vendor HelpLine calls total roughly 39,000 in 2013.
9	Would MCHCP be interested in learning about an online elective surgical decision support that assists the participant with selecting a less invasive procedure? If so, would MCHCP be open to a contractor adding this service to the contractor's RFP responses?	You may provide additional information by uploading a document to the Reference Files from Vendor section.

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10	Please provide the criteria used to risk stratify members to low, moderate and high for both health coaching and disease management programs.	MCHCP will provide risk identification and stratification through health assessment algorithms with clinical intelligence for health coaching services and will add a further stratification measure for disease management services by combining health risk from HA with claims and pharmacy data. MCHCP defines risk levels as: High Risk = participant has been identified to have health risks or health conditions in 6 or more of the program areas offered for behavior modification health coaching and/or disease management services; Moderate Risk = participant has been identified to have health risks or health conditions in 3 to 5 of the program areas offered for behavior modification health coaching and/or disease management services; and Low Risk = participant has been identified to have health risks or health conditions in 0 to 2 of the program areas offered for behavior modification health coaching and/or disease management services
11	Will the contractor's coaching staff have access to the member's HRA answers and or member HRA report?	No. MCHCP will provide health risk stratification information from the health assessment (HA) and from claims and pharmacy data needed to target and outreach to identified at-risk participants.
12	Based on historical engagement, what are your expected levels of engagement for both DM and Behavior Modification programs? (e.g., X% complete HA, X% identified as mod/high, X% engage in mail/phone coaching)?	Historically, approximately 57-63% of eligible MCHCP members complete an annual health assessment. For risk stratification and engagement rates, please refer to Q 2 & 3 of the "General" section above.
13	What is the health assessment (HA) tool MCHCP will be using to collect participant data?	See Q 4 of the "General" section above. Additionally, the HA tool MCHCP will administer includes evidence-based and best practice questions and algorithms with clinical intelligence to help identify health and health condition risk.
14	Understanding the stratification of the HA will be done by another vendor (or internally by MCHCP), how extensive is the data set (i.e., low-mod-high by risk, or comprehensive risk score, or question responses) we will receive for coaching outreach?	MCHCP will provide health risk stratification information from the health assessment (HA) needed to target and outreach to identified at-risk participants. See Q 1, 4, 10 & 11 in the "General" section above for further detail.
15	Will the HA stratification also be used to do early identification of disease management participants? If so, what is the criteria/questions for identification?	The 2015 health assessment is not yet final. A sample is not available to share. Please refer to Q 13, 14, 1, 4, 10 & 11 in the "General" section above for further detail.
16	For DM, will MCHCP be sending the vendor all claims data and want us to stratify? Or only send those ready to coach like the behavior modification process?	See Q 11 in the "General" section above
17	Is there another health education website that will be utilized by MCHCP to take the HA? If so, which website is the primary website for participant health information, and where will employees/spouses be directed through communications?	The 2015 health assessment is not yet final. MCHCP will be the primary holder for participant health assessment information, along with our contracted data warehouse provider, currently Truven Health Analytics. Eligible employees will be directed through MCHCP, via SSO, to the Health Assessment tool. MCHCP will provide some health education information via the <i>Strive for Wellness</i> page of our website for members.
18	Who is the current MCHCP health risk assessment vendor?	StayWell currently administers the health assessment.

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19	Who is the current MCHCP biometric test vendor?	MCHCP has not contracted for biometric testing. In order to receive the reduced premium incentive, employees and non-Medicare retirees are required to sign the partnership agreement which states they will receive their preventive labs. The employee's or retiree's physician signs a form stating the preventive labs have been ordered, and the member signs the form after the labs have been obtained. The employee is responsible for submitting the form to StavWell for processing.
20	Does MCHCP currently run wellness challenges in the wellness plan? If yes, who facilitates these and what tracking platform is used? If no, would MCHCP be interested in information on wellness challenges?	MCHCP does not currently run active participation-based wellness challenges. The MCHCP <i>Strive for Wellness</i> team currently administers monthly health education campaigns and opportunities for wellness-related activity participation via our Department Wellness Ambassador team of volunteers. You may provide additional information by uploading a document to the Reference Files from Vendor section.

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21	<p>Please provide utilization information for 2012 and 2013 covering the following:</p> <ul style="list-style-type: none"> o All inbound coaching cases by issue o All outbound coaching cases by issue o All online/web utilization by function 	<p>Inbound coaching cases:</p> <p>No individual data is available for each type: Total inbound calls for all the health coaching criteria are:</p> <table style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;"><u>2012</u></th> <th style="text-align: center;"><u>2013</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2907</td> <td style="text-align: center;">3477</td> </tr> </tbody> </table> <p>Outbound health coaching cases by type:</p> <table style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th></th> <th style="text-align: center;"><u>2012</u></th> <th style="text-align: center;"><u>2013</u></th> </tr> </thead> <tbody> <tr> <td>Back Care</td> <td style="text-align: center;">132</td> <td style="text-align: center;">150</td> </tr> <tr> <td>Blood Pressure</td> <td style="text-align: center;">228</td> <td style="text-align: center;">139</td> </tr> <tr> <td>Cholesterol</td> <td style="text-align: center;">99</td> <td style="text-align: center;">139</td> </tr> <tr> <td>Nutrition</td> <td style="text-align: center;">635</td> <td style="text-align: center;">362</td> </tr> <tr> <td>Physical Activity</td> <td style="text-align: center;">333</td> <td style="text-align: center;">195</td> </tr> <tr> <td>Stress Management</td> <td style="text-align: center;">393</td> <td style="text-align: center;">277</td> </tr> <tr> <td>Tobacco Use</td> <td style="text-align: center;">589</td> <td style="text-align: center;">660</td> </tr> <tr> <td>Weight Control</td> <td style="text-align: center;">861</td> <td style="text-align: center;">1,285</td> </tr> </tbody> </table> <p>Online Utilization of health coaching vendor-provided content by function:</p> <p><u>2012</u> (44,453 unique hits)</p> <ul style="list-style-type: none"> Drug reference 662 Events calendar 0 From the experts 974 HA feedback 35,110 Health emergencies 75 Health videos 0 Healthy recipe 84 Latest news 3,932 Medical myths 0 Nutritional supplements 1,223 	<u>2012</u>	<u>2013</u>	2907	3477		<u>2012</u>	<u>2013</u>	Back Care	132	150	Blood Pressure	228	139	Cholesterol	99	139	Nutrition	635	362	Physical Activity	333	195	Stress Management	393	277	Tobacco Use	589	660	Weight Control	861	1,285
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22	<p>How many moderate and high risk clients were identified in 2012 and 2013? How many engaged in coaching?</p>	<p>See Q 2 & 3 in the "General" section above.</p>																															
23	<p>Please provide incentive language specific to coaching in 2014 and if any anticipated changes in 2015.</p>	<p>MCHCP does not currently incentivize participation in health coaching. At this time MCHCP offers a pharmacy benefit for PPO Plan members participating in a Disease Management program. Members who actively participate in the program are eligible to receive non-formulary prescriptions at a reduced co-pay. Incentive plan design for 2015 is currently under development.</p>																															

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24	What is the current program cost for coaching and on-line tools?	The cost of the current program provided by StayWell is \$3.42 per eligible member per month.
25	Of the estimated 5,000 enrolled in Disease Management, are all of the 5,000 receiving telephonic coaching calls? If not, what is the percentage that are in active telephonic coaching and the percentage that are in mail-based education mailings?	MCHCP does not currently provide mail-based education to disease management program participants. Mail is only sent as an adjunct to the telephonic disease management intervention. Current active engagement rate for disease management participants in telephonic coaching either for maintenance or initial condition management is approximately 22% of members stratified at moderate and/or high risk.
26	Who is the current administrator of MCHCP's health risk assessment and weight management program?	See Q 18 in the "General" section above for current HA administrator. MCHCP's <i>Strive for Wellness</i> team of health care professionals (Registered Dietitians) currently administers the onsite weight management program to eligible participants in the central Missouri location.
27	We noticed that all areas that require a text response are limited to 1,000 characters including spaces. Will MCHCP consider opening up those fields to allow for more comprehensive responses?	MCHCP will not be opening the response length to greater than 1,000 characters. Bidder may upload additional documents if needed to provide additional information, but there is no guarantee that the additional information will be read. Bidders are strongly encouraged to be succinct in their responses and limit textual responses to 1,000 characters.
28	There was no claim experience data provided in either RFP. Claim experience is necessary to evaluate the potential cost of care savings and ROI for the programs being proposed in this RFP. At a minimum, can we get total monthly medical enrollment and claims for the most recent 12 month period for each entity? For some of the more targeted programs it would be very helpful to have claim utilization data broken down by type of service as well.	Please see Attachment 2 that has been provided as a reference file.
29	The RFP states there are 97,000 MCHCP member lives (including employees, retirees and dependents) and the MoDOT and MSHP have a combined 27,000 member lives (employees, retirees and dependents). Can the MCHCP clarify if there are 97,000 total covered members, inclusive of the MoDOT and MSHP, or are there 97,000 members plus an additional 27,000 lives?	MCHCP covers approximately 97,000 lives in its medical plan offerings. MoDOT covers an additional 27,000 lives.

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30	In order to provide the most robust RFP response to support the MCHCP's evaluation process, will the MCHCP consider exempting certain proprietary information (e.g., customer case studies) from public record?	Chapter 610 requires MCHCP, as a public government body, to liberally construe the law in favor of openness and to strictly construe all exceptions, such as might be applicable under the Missouri Uniform Trade Secrets Act. MCHCP will construe all documents submitted in response to this RFP accordingly. A bidder's characterization of any submitted material as protected will not be dispositive, although MCHCP will take the bidder's characterization and any legal arguments in support of closing any particular records into consideration before publicly disclosing such information. Sunshine law requests can be received at any time and under many different circumstances. Therefore, MCHCP cannot confirm it will notify bidder prior to releasing public information. MCHCP suggests bidders include the legal basis for closing particular information if a bidder chooses to submit documents that it believes may contain information protected from disclosure. In addition, bidders should specify the information at issue if a document includes both information that the bidder believes may be closed as well as information the bidder acknowledges to be public.
31	MCHCP has gone out to bid for varied forms of this service the past 3 years. Please share the basis for this RFP. Are there specific pain points or objectives being addressed, and if so, please provide. Also, please share successes that MCHCP desires to build on.	MCHCP seeks to procure a single vendor to provide both behavior modification health coaching and disease management services for our at-risk members. Previous RFPs have been for a wellness services provider only. MCHCP does not release its ability to contract with multiple vendors.
32	Please share the core drivers and business objectives within MCHCP that drive this program initiative? And in the next generation of this program, what are the very key objectives and needs, as well as what/how will MCHCP define success moving forward?	The MCHCP Disease Management and Behavior Modification Health Coaching Plan Design for 2015 is currently under development.
33	<p>What internal support does MCHCP have to lead/manage their Strive for Wellness program strategy and integration?</p> <p>a. E.g. Is there an internal full time dedicated wellness manager, as well as other internal team members?</p> <p>b. Can you share your team's make-up (both internal and contracted, including with StayWell) and their respective roles?</p> <p>c. How has this team worked, and/or can you share areas of interest for change or to address needs?</p> <p>d. Are there any specific scope or account management service needs that you are seeking for your program?</p>	<p>MCHCP has an entire team dedicated to <i>Strive for Wellness</i> program initiatives and outcomes. The <i>Strive for Wellness</i> internal team consists of:</p> <ol style="list-style-type: none"> 1. Chief Wellness Officer 2. Wellness Program Manager 3. Two Registered and Licensed Wellness Program Dietitians 4. Two Registered and License Wellness Program Nurses 5. Wellness Projects Team Lead <p>StayWell currently provides health coaching for MCHCP. UMR and Coventry currently provide Disease Management services for MCHCP. Please see the RFP Scope of Services for more information on the services MCHCP is seeking to procure.</p>
34	Do you have any specific integration goals or requirements other than data transfer?	MCHCP will discuss program integration goals with finalists.
35	Are you open to additional scope of services being added—that we believe would be beneficial to MCHCP? If so, please advise of any specific parameters or key criteria to how we should include in our submission.	You may provide additional information by uploading a document to the Reference Files from Vendor section.

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36	Is MCHCP open to vendor best practice experiences that may differ in some way operationally than the stated approach in the RFP? We would like to know, in advance, if there is some flexibility to vendors (providers) with significant operational and delivery experience or if the approach is very set and non-adaptable.	See Q 6, 11, & 14 in the "General" section above. Additionally, see Q 35 in the "General" section above.
37	Please confirm that additional exhibits we believe offer value to our bid can be submitted.	See Q 35 in the "General" section above.
38	8) Historic data—please provide the following (to help us with our projections and pricing): a. 2013 HA participation b. 2012 and 2013 behavior modification coaching participation (# and/or % of HA completers) c. 2012 and 2013 disease management coaching participation (# and/or % of eligible population); distribution of conditions enrolled d. 2012 and 2013 total eligibility for LM and DM, respectively	Disease Management Risk Identified 1. High/Moderate – 7,376 members 2. Low – 17,975 Disease Management Engagement Rates by Risk Level 1. High/Moderate – 6,922 members 2. Low – not targeted for Disease Management Coaching Services Health Coaching Need Identified (15, 046) 1. High - 11 % or 1,655 members 2. Moderate - 53% or 7,974 3. Low - 36% or 5,416 members Health Coaching Engagement Rates by Need Identified Level 1. High/Moderate – 21% or 3,100 members 2. Low – data not captured
39	It appears that Biometric screening is not included in the scope—is this correct, and if so, are there plans to include it later, or assess vendor capabilities to include later? What is your approach on this scope?	MCHCP is not asking for biometric screening information from the provider or member at this time.
40	Incentive administration—is it MCHCP's expectation that this scope is included in our offering and website, or will MCHCP administrate and communicate this scope? Please clarify.	MCHCP is responsible for incentive administration; however, seamless administration is dependent upon accurate data files transmitted between the Disease Management and Behavior Modification Health Coaching vendor and MCHCP on time, as specified.
41	Will your incentive change in 2015, or 2016, etc. from that which was communicated in the instructions guide? If so, please share the model.	The MCHCP Incentive Plan Design for 2015 is currently under development.
42	Can MCHCP break down the cohort size of 27,000 members for MODOT into active employees, non-Medicare retirees and potentially covered spouses?	Please see response to Q89 in this section.
43	Can MCHCP provide feedback on current program design, participation rates, and favorable aspects/unfavorable outcomes?	See Q 38 in the "General" section above
44	If selected as contractor, can MCHCP provide historical claims data (preferably 3 years)?	MCHCP can provide historical claims data to the contractor as necessary for identification of potential eligibles.
45	What role is in-home patient monitoring and IVR technology allowed to play?	MCHCP does not currently utilize or offer IVR technology, however, the bidder may share design of the programmatic components of its disease management program that enable positive patient outcomes.

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46	After an initial outreach phone call, might on-going 'outreach' be realized in the form of condition/disease-specific in-home telemonitoring or condition/disease-specific Interactive Voice Response (IVR)?	MCHCP does not currently utilize or offer IVR technology, however, the bidder may share design of the programmatic components of its disease management program that enable positive patient outcomes
47	What about 2 way video conferencing with care management coworker and patient/caregiver?	MCHCP does not currently utilize or offer 2 way video conferencing with care management provider, however the bidder may share design of the programmatic components of its disease and care management program that enable positive patient outcomes
48	Is outreach by a Disease Management coworker restricted to a Registered Nurse?	No.
49	Do bidders need to respond to each individual item in the Scope of Work document, or can we simply identify any deviations in the questionnaire response?	Bidders do not need to respond to each item in the scope of work. Section 15 of the Questionnaire allows bidders to confirm their acceptance of each section of the scope or, if necessary, list any deviations. Deviations must also be listed on Exhibit A-3.
50	What member telephone numbers will MCHCP provide (work and/or home) for engagement calls?	MCHCP will provide the telephone number the eligible member has designated to receive calls.
51	Will MCHCP provide email and home addresses so the vendor can send communication materials ?	Yes.
52	Does MCHCP plan to continue the Strive For Wellness program in 2015? Does MCHCP expect the vendor to manage the Strive for Wellness Program? If not, please describe your expected integration between the Strive for Wellness Program and the selected Behavioral Modification Coaching and Disease Management vendor.	Yes. MCHCP will continue the <i>Strive for Wellness</i> program in 2015. Please see Q 33 in the "General" section above.
53	Does the MCHCP plan expand upon Strive for Wellness in 2015? If so, what is MCHCP considering? Would you like to see recommended incentive strategies?	Please see Q 35 & 41 in the "General" section above.
54	Please describe your current vendors' involvement in the Strive for Wellness Program and program results.	StayWell currently administers the health assessment and delivers health coaching services for members identified at risk and in need of health coaching.
55	How many members currently participate in your incentive programs? How many complete the partnership agreement? How many receive the tobacco free incentive? How many receive the reduced co-payment on non-formulary medications?	The number of members participating in the Partnership Agreement in 2012 was 27,399; In 2013 the number was 28,837. The number of members participating in the Tobacco-Free Incentive in 2012 was 39,088; In 2013 the number was 36,893. The number of members participating in Disease Management and receiving the reduced co-payment on non-formulary medications in 2013 is not available at this time and will be provided when available.
56	Please describe what is working well with your current program offerings, what MCHCP believes needs improvement and what are the biggest lifestyle issues facing your population?	MCHCP's highest program participation rates are for Weight Control, Tobacco Cessation, and Nutrition. The prominent lifestyle issues for MCHCP members are stress/depression, overweight or obese, hypertension and tobacco use.

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57	How will the Behavioral Modification Coaching and Disease Management programs fit/work with your onsite clinic personnel?	The <i>Strive for Wellness</i> Health Center Care Team makes referrals to the current MCHCP Disease Management vendors and to the current MCHCP Health Coaching vendor if a member presents with an identified health risk and could benefit from coaching to help manage their condition or reduce their health risk. There will be a similar process with the Disease Management and Behavior Modification Health Coaching vendor.
58	If MoDOT decides to purchase Behavioral Modification Coaching and Disease Management programs through this RFP as well, would they use the same health assessment and stratification process as MCHCP?	Yes.
59	Please share the numbers of members falling into each of the following categories including the number eligible, percent currently engaged, and percent expected to be engaged by the vendor: a. High, Moderate and low risk for DM b. High Moderate and low risk for Health Coaching	Please see Q 38 in the "General" section above
60	Who developed the health assessment and stratification criteria MCHCP plans to administer in 2015?	See Q 13 in the "General" section above
61	Will MCHCP share a sample copy of the 2015 health assessment you intend to use?	The 2015 health assessment is not yet final. A sample is not available to share.
62	For behavior modification health coaching, what measurement will be used to determine how members will be divided into high, moderate or low risk?	See Q 10 in the "General" section above
63	Would MCHCP be willing to consider using the selected vendor's health assessment and stratification process in place of the health assessment MCHCP plans to administer?	MCHCP will be administering a Health Assessment and performing a health risk stratification on HA completer participants as an in-house function. MCHCP does not intend to utilize bidder versions of health assessment tools
64	Please share the number of members who took a health assessment in 2012 and 2013.	The number of members completing a health assessment in 2012 is 27,399; In 2013 the number was 28,837.
65	In addition to the stratification list MCHCP will supply, will you also send all HA results to the vendor and expect them to apply their own algorithms to the data for identification?	No. MCHCP will provide health risk stratification information from the health assessment (HA) and from claims and pharmacy data needed to target and outreach to identified at-risk participants.
66	What percent of members complete their Behavioral Modification Coaching online?	MCHCP does not currently offer "online health coaching".
67	What results have been achieved with current Behavioral Modification Coaching--risk reduction improvement and improvements in lifestyle modifications? Please provide actual results.	Overall, MCHCP's net health risk levels have decreased by 0.6%. The following illustrates the 2013 members who completed behavior modification health coaching that improved health behaviors and/or reduced health risk by coaching program. Nutrition 187 completed 47% improved behavior Blood Pressure 51 completed 21% improved behavior Cholesterol 34 completed 25% improved behavior
68	Is the health coaching for state and public employees or state only?	Health coaching is only for state employees and state non-Medicare retirees.
69	Is MCHCP currently sending the results of the health assessment to the vendors providing Disease Management?	No.

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70	Is the Disease Management program participation voluntary or mandatory? Are targeted members auto enrolled and must opt out or must they agree to participate?	Participation in the current MCHCP Disease Management program is voluntary. Targeted members are not automatically enrolled in the disease management program.
71	What is your definition of managed and enrolled in disease management?	A member is considered actively participating in the Disease Management Program when s/he is enrolled in a Disease Management Program through the vendor and one of the following: 1. Is working one-on-one with a nurse; or 2. Has met his/her initial goals for condition control and receives up to two (2) calls per year from a nurse until the condition is managed independently; or 3. The vendor has determined the member does not require one-on-one work with a nurse.
72	Does MCHCP expect the vendor to do their own stratification for disease management, separate from MCHCP's health assessment stratification? Would the vendor stratify members through claims only and compare to the MCHCP stratification list? Would the vendor run their own algorithms on the health assessment in addition to claims?	No. Please see Q 10 & 11 in "General" section above.
73	Who provides your current IVR?	MCHCP currently does not utilize IVR.
74	What has and has not worked for MCHCP with the existing provider?	MCHCP's highest health coaching program participation rates are for Weight Control, Tobacco Cessation, and Nutrition. The prominent lifestyle issues for MCHCP members are stress/depression, overweight or obese, hypertension and tobacco use. MCHCP is interested in increased member participation in Disease Management and Behavior Modification Health Coaching programs.
75	Why is MCHCP seeking an alternate vendor?	The current contract has no renewals remaining and the scope of work required by the new RFP is different from the current contract.
76	In past years, disease management has not been in scope for MCHCP's employee health program RFPs. What is the catalyst to include disease management in the scope of work this year? Can any historical details about the prior disease management program be provided?	See Q 38 in the "General" section above; MCHCP seeks to procure a single vendor to provide both Disease Management services and Behavior Modification Health Coaching for our members identified at moderate or high health risk. This model will allow for seamless continuity of care for our members that move along the spectrum of risk, implementing measures to keep moderate risk members from becoming high risk and moving high risk members to a lower risk category. MCHCP does not release its ability to contract with multiple vendors.
77	In past years, health assessment and biometric screenings were within the scope of services for the employee health program RFP. What is the catalyst for not including those programs in the scope of work this year?	See Q 4 of the "General" section above. MCHCP is not seeking biometric screening services in this RFP. The catalyst for not including HA and biometric screenings is that these do not fit our current strategy and plan design.
78	In past years MCHCP's program included the transmittal of biometric data via physician forms. Will the 2015 MCHCP program continue this?	See Q 41 in the "General" section above.

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79	Can you please provide more detail about the assessment tool that will be used by MCHCP to identify risk factors? Is this an external or internal assessment? If external can you please identify the vendor or vendors in place? Will there be multiple assessments delivered to the population (assessments from each health plan)?	See Q 15 in the "General" section above.
80	Our assessment is foundational to our solution, as well as to our ability to both target the population for direct coaching support, and to tailor the telephonic and online support provided to each participant based on individual risk data. Is MCHCP open to bidders proposing their own assessments for this program? If bidders cannot propose their own assessments, is there an option to use our assessment in subsequent years?	See Q 15 in the "General" section above. Additionally, MCHCP will be administering a Health Assessment and performing a health risk stratification on HA completer participants as an in-house function. MCHCP does not intend to utilize bidder versions of health assessment tools.
81	What is the expectation for vendors to use health assessment and risk stratification data for disease management?	See Q 15 & 65 in the "General" section above
82	How will health assessment data be received in terms of "already stratified" or is the expectation to map responses into our own algorithm/stratification tools?	The Health Assessment data will be provided as already stratified. See Q 65 in "General" section above.
83	We would like to better understand the algorithm or other tool you are using to stratify the population. Please provide a list of risks/risk indicators that trigger the identification and segmentation process.	See Q 10 in the "General" section above
84	Are you open to a disease-agnostic approach to disease management identification that leverages predictive modeling to target the highest risk/cost members in the population for direct intervention regardless of specific disease identification?	The bidder must bid on the services described within the scope of work. In addition, the bidder may propose alternatives for consideration. There is no guarantee that the alternatives will be considered in the evaluation process.
85	Can you please confirm the incentive strategy for the 2015? The RFP outlines the current incentive strategy for 2014, but we would like clarity on the incentives for this contract, and specifically if incentives will be tied to coaching and/or disease management.	See Q 41 in the "General" section above.
86	Will MCHCP be managing the appeals process relative to the incentive program and members that are disputing not receiving the incentive(s)? If not, is that something the winning bidder would manage?	MCHCP will process appeals, but the contractor shall provide all needed information in order to properly process the appeal.
87	Please provide disease prevalence data in the form of the number of identified members for each condition. If you provide percentages, please be clear about the associated population so that counts can be determined.	See Q 3 in "General" section above. Additionally, Hypertension, Diabetes and Coronary Artery Disease are the most prevalent conditions.
88	Please provide the number of telephonic coaching participants from the most recent full-year data available.	See Q 67 in the "General" section above

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89	<p>On page 3 of the Introduction and Instructions document, you detail the composition of the population that may be covered by this contract, which totals 83,748 lives.</p> <ul style="list-style-type: none"> • Of the ~31k eligible children, can you provide the approximate count of those aged 18 or older? • Can you provide a similar population break-out for the 27,000 MoDOT/MSHP lives? 	<p>Approximately one-third of the dependent children covered by MCHCP are over the age of 18.</p> <p><u>MoDOT</u> Actives: Employees = 7,389; Spouses = 3,473; Children = 7,249 Non-Medicare Retirees: Retirees = 1,772; Spouses = 857; Children = 284 Approximately 23 percent of the children covered by MoDOT are over the age of 18.</p>
90	<p>We noted that the system says “text length: 1000” and would like to confirm if that is a 1,000 characters, 1,000 words or other limitation? Are there size limitations on the files we upload?</p>	<p>The limit for textual responses is 1,000 characters. There are no limitations on file size.</p>
91	<p>Can bidders attach additional documents such as an Executive Summary or screen shots?</p>	<p>Bidders may upload additional documents not requested by MCHCP as part of the RFP, but there is no guarantee they will be read. Bidders are strongly encouraged to limit the documentation that is provided to the minimally necessary to provide a thorough description of the services your organization will provide.</p>
92	<p>Will exceptions and/or deviations, if clearly identified and explained in the proposal be grounds for not being considered?</p>	<p>Bidders may propose exceptions and/or deviations, but there is no guarantee that they will be accepted or that the exception and/or deletion is seen as not meeting the bidding requirements.</p>
93	<p>What is the preferred method of outlining deviations/exceptions to the Sample Contract? Many of the sections in the Sample Contract are outlined in the Mandatory Contract Provisions Questionnaire, which offers an area to either “Confirm” or “Not Confirm with an explanation”. However, there are many sections of the Sample Contract that are not outlined in the Mandatory Contract Provisions Questionnaire. How should those be addressed?</p>	<p>Bidders must utilize Exhibit A-3 to note any exceptions and/or deviations to the sample contract or any other provision of the RFP.</p>
94	<p>Aside from online and telephonic coaching, is the State interested in any onsite activities at key locations? If so, what services would be desired (health fairs, group or individual coaching, lunch and learns, biometric screening, etc.)</p>	<p>The bidder must bid on the services described within the scope of work. In addition, the bidder may propose alternatives for consideration. There is no guarantee that the alternatives will be considered in the evaluation process.</p>
95	<p>Is the State considering revising its incentive strategy next year? If so, can you describe what the new design will look like?</p>	<p>See Q 41 in the "General" section above.</p>

Exhibit B - Scope of Work

1	<p>Regarding Section B2.2, please confirm that all raw HRA data results and Truven-identified risk factors for Health Coaching will be sent to the contractor. Confirm that claim feeds to the contractor will include medical and pharmacy claims for the entire population of MCHCP in order to conduct outcomes/utilization and ROI calculations and not just the identified.</p>	<p>See Q 15 & 65 in the "General" section above.</p>
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2	Regarding Section B2.8, will this portal requirement be linked by SSO from MCHCP or from StayWell's portal? Or is this requirement for access only for those being coached in either Health or Disease Management Coaching? Does this requirement request direct access to the portal rather than SSO?	The website shall be accessible through single sign on only, in accordance with B5.4 of the Scope of Work.
3	Regarding Section B3.9, specifically what is MCHCP asking for in this requirement and what level of support and education is MCHCP seeking for the providers?	MCHCP is interested in the bidder's strategies for gaining provider support and education of its disease management program. MCHCP will see if the bidder targets providers with higher numbers of participants or uses a more general or more targeted approach. MCHCP is not mandating a particular methodology.
4	Regarding Section B4.3, when envisioning a long-term communication campaign to the population of members stratified for health coaching or disease management coaching, what is MCHCP's idea of content and frequency of communications? How do you define "members stratified"? Is the communication campaign only for all stratified potential participants or only for those actively engaged current participants?	MCHCP is interested in the bidder's strategies for communication materials and what has been the best approach used by the vendor with other clients. Stratification is discussed in the Scope of Work at B2.2, B2.3, and B3.2. The communication campaign would be those potentially eligible participants - not limited to those who are actively engaged.
5	In the introduction and instructions the current total eligible for this contract is 83,748. What disease management services are expected to be provided to dependent children? (Q.B3.1, Scope of Work)	Dependent children shall have available to them the disease management programs that their specific health conditions would qualify them for. Commonly children could qualify for diabetes, asthma, and depression.
6	What is the expectation of personalization for the website supplied by contractor, using the HA data? (Q.B2.8, Scope of Work)	MCHCP is interested in the bidder's capabilities to provide information on its website that may be specific to the individual's needs as identified by the Health Assessment, claims data or other information.
7	Please describe the MCHCP Member Portal the contractor's website will be linked to via single sign-on. (Q.B5.4, Scope of Work)	The MCHCP Member Portal is a secure website that allows members to interact with MCHCP via standard web browsers. The portal allows members to view coverage, access plan providers, change account information, enroll during Open Enrollment, register for meetings and webinars and message securely with MCHCP.
8	Please define the Back Care coaching described in Section B4.2 and under the pricing tab under Coaching Programs.	A minimum of two engagement calls shall be completed for those members who have self assessed, with the following criteria, into the moderate/high risk categories as it relates to back issues. Low Risk: Score of 0-6 on a weighted index including the following factors: current back pain (7 points); work requires regular lifting (5 points); high physical activity risk level (4 points); lack of flexibility exercises (3 points); lack of strength exercises (2 points); high stress risk level (1 point); high well-being risk level (1 point); overweight (1 point); smoking (1 point). Moderate Risk: Score of 7-9 on a weighted index of factors. High Risk: Score of 10 or more on a weighted index of factors.
9	Does the eligibility information in Section B5.3 include all members (and specify the subset of members that are eligible) or include only eligible members?	MCHCP will transmit eligibility information that will include only those members who are eligible for the programs.

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10	Do all eligible members (e.g. employees, retirees, and their dependents as defined in Section B5.1) have access to the MCHCP portal mentioned in Section B5.4? If not, what is the subset of eligible members that do have access? Do any ineligible members have access to the MCHCP portal?	All MCHCP members have access to MCHCP's member portal. Only those members eligible will be offered the capability to transfer to the bidder's website.
11	Is the website in Section B2.8 the same as the contractor's member portal in Section B5.4?	Yes.
12	During a single sign-on interaction from the MCHCP member portal, how are members identified in the security assertion? Will the same identifier be used in the eligibility information defined in Section B5.3?	Yes.
13	In regards to single sign-on, please confirm the MCHCP member portal supports SAML 2.0, will play only the role of the Identity Provider (IdP), and supports IdP Initiated-POST Binding interaction.	Confirmed.
14	Regarding the requirement at B3.7 to provide a 24 hour, 7 days a week toll-free consultation service staffed by qualified, experienced nurses to respond to members' and/or caregivers' questions, does the entire membership already have access to a 24/7 Nurse Advice Line? Is the goal of this requirement to add a 24/7 Nurse Advice line for the population or is this requirement related to a different level of disease management participants who are actively coached and their caregivers? If a nurse advice line is already in place, what are current call volumes for both clinical vs. non-clinical? Please specify the number of calls and the average handle time (AHT) of the calls by type.	MCHCP's contracted TPAs provide the 24/7 nurse advice line and those services are not being requested in this RFP. MCHCP is requiring that DM nurses be available 24/7 to those members and their caregivers who are receiving DM services.
15	Is it the MCHCP's expectation that only those eligible and participating in at least one of the bidder's coaching programs will be accessing the bidder's portal or would potentially all members of the MCHCP, including the MoDOT and MSHP, be accessing the bidder's portal (even those not participating in the coaching programs)?	Members that are eligible will be accessing the contractor's portal whether they are MCHCP or MoDOT/MSHP.
16	<p>In Section B2.2, you state that MCHCP will conduct the health assessment (HA).</p> <p>a. Is this locked in, or will MCHCP use the proposing vendor's HA?—as this is common and key integrated component of our website, and coaching programs.</p> <p>b. If not, please advise to your position on this approach, as well as whose/which HA is being used?</p> <p>c. Also, then is it your expectation that the selected vendor map your HA data to their internal HA data base?</p> <p>d. Please share your stratification model—including definition/criteria/breakpoints that qualify an individual for coaching</p> <p>e. Are you open to using a stratification model that the selected vendor recommends, or that is different than MCHCP's?</p>	See Q 15 in the "General" section above. Additionally, the contractor must be able to receive MCHCP's results and incorporate the information into its system. The vendor may propose an alternate methodology but there is no guarantee that the alternate method will be considered or selected.

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17	<p>In Section B2.3.1 you state the required minimum of at least two outbound recruitment and engagement calls—in which you define as a live, in person conversation and automated calls and VM do not count. Please address the following:</p> <p>a. Should we interpret this as post enrollment—that the participant is enrolled in the program?</p> <p>b. If not, then how would you like the vendor to address meeting this minimum should individuals not pick up the phone ever for a live connect, and also we balance respectful number of phone outreach with too much outreach that can boarder on harassing just to achieve the minimum. Please advise.</p> <p>c. Please provide additional detail and basis on this definition/requirement so we can fully understand and respond accordingly.</p>	<p>The recruitment calls are to members who are identified as benefiting from the program - not those who have already enrolled into the program. MCHCP is interested in learning the vendor's proposed method for responding to this requirement. What MCHCP is not wanting to see is the vendor making two unsuccessful attempts to contact the member and counting that lack of interaction as a recruitment contact.</p>
18	<p>Relative to B2.4, can other means of communications (e.g., online, website, text, other) count as well as communications?</p>	<p>Additional means of communication can be proposed but there is no guarantee that the alternate method will be considered or selected.</p>
19	<p>Relative to Sections B2.8 and B4.4, please elaborate on your website vision, needs, key specifications/tools/functionality—plus your strategy/approach for integrating with the overall MCHCP website and Strive for Wellness site.</p>	<p>MCHCP is interested in seeing the bidder's proposed website so that eligible members may access a wide variety of health information that is ideally interactive and personalized to their needs. MCHCP seeks to make the experience seamless for the member. The MCHCP website includes a section on Strive for Wellness. It is not a separate website.</p>
20	<p>Relative to Sections B2.7 and B3.8—Are you are referencing coach program specific educational communications, or promotional communications? Also, can electronic communications or access to coach materials via website count in part for the communications being required</p>	<p>Promotional information that is at different levels - overall program promotional as well as program-specific that may be mailed to a potential member that may benefit from specific coaching or disease management programs. Website specific will not count in the context of this requirement.</p>
21	<p>Relative to Section B3.7, this statement seems to suggest a request for a 24/7 nurseline, yet that is not requested as part of the bid scope as we can see. Can you elaborate on the scope request here—as our disease management coaches have call center hours, yet we can offer non-coach call center support through our nurseline. Please advise on specific needs and objectives here.</p>	<p>This is not a general 24/7 nurseline. This requirement is specific to those in Disease Management for the management of their condition.</p>
22	<p>In Section B3.9, to be clear, are you looking for the vendor to send to all physicians, or provide to participants to take to their physicians—support materials relative to their program? Please elaborate as necessary.</p>	<p>MCHCP is interested in the bidder's strategies for gaining provider support and education of its disease management program. MCHCP will see if the bidder targets providers with higher numbers of participants or uses a more general or more targeted approach. MCHCP is not mandating a particular methodology.</p>
23	<p>Relative to monthly reporting, our standard is quarterly reports—is this acceptable? If not, should we assume your monthly request would be for participation only reports? Please elaborate as necessary.</p>	<p>MCHCP expects the contractor to provide monthly participation data and more comprehensive reporting on a quarterly and annual basis.</p>
24	<p>Relative to B5.3, eligibility file format—is this an absolute, or are you open to agreeing to a mutually agreeable file format and process?</p>	<p>MCHCP is willing to work with the contractor on these requirements after the contract is awarded.</p>

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25	In Section B5.4, which SAML version?	MCHCP utilizes version 2.0.
26	Relative to B 6.1, please advise if the “within 30 days” is prior to, or after contract award.	Once the contract award has been made, the final implementation schedule must be agreed to by MCHCP within 30 days
27	Relative to B6.3, please define “dedicated”, as this term is interpreted differently within the industry and by customers. Also, in short, please advise or comment on that your objective here is to ensure the selected vendor has the infrastructural staff to lead and support the specified clinical, account management, IS and reporting scope within their business, and to deliver the required program for MCHCP. Please elaborate as necessary.	Dedicated means that a specific individual has been charged to work with MCHCP and is not one of many. MCHCP is looking to ensure that the contract has a team in place that may support the contract requirements and respond to MCHCP as necessary.
28	Regarding Section B1.1 – Does MCHCP plan to contract with one vendor or multiple?	At this time, MCHCP plans to contract with one vendor but does not release its ability to contract with multiple.
29	Regarding Section B2.1 – Can the client confirm the cohort size for the State of Missouri? The RFP states that all active employees, non-Medicare retirees and potentially covered spouses (according to “Instructions” page 3, this totals 52,768. Are children included in behavior modification health coaching (this would increase the cohort size to 83,748).	Please see Q 1, 2, & 6 in the "Pricing" section above.
30	Regarding Section B2.4 – Are online educational tools an option? MCHCP references “print” and “telephonic” education several times so want to ensure this would be an option as well and we would not be penalized for using electronic vs. print education in some instances. Specifically, our company has a robust electronic education tool/portal, EMMI, embedded in our plan design.	On-line educational tools can be used as an adjunct to telephonic health or disease management coaching. If a member has a preference for online mail as opposed to paper/print mail for supporting educational materials to complement their live coaching, online is allowable.
31	Regarding Section B2.4 – Does MCHCP have specifically defined “risk factors” that members may use to self-refer to behavior modification health coaching? What process is used for a self-referral?	Members in the eligible population may contact the contractor for inclusion in a program that meets their needs. Access is not restricted for low-risk members.
32	Regarding Section B2.4 – Can MCHCP define the required duration of time “ongoing management” of members is required for?	The time frame is considered for the time the member is at risk.
33	Regarding Section B2.6 – Can MCHCP confirm whether it is the contractor nurses’ discretion to set the care plan and necessary follow-up/interaction (beyond the required two telephonic interactions per month) based on the risk level/severity of the participant?	Two telephonic interactions per month are not required. There is a requirement that the contractor provide two outbound calls to recruit for engagement into the program. Once the eligible member agrees to participate, it is the nurse's medical discretion on the frequency and type of follow-up most appropriate for the risk/severity identified. If the member becomes disengaged, then the requirement for two outbound calls to re-engage the member is required.
34	Regarding Section B2.8 – Can MCHCP define the requirements for a comprehensive website (later named “web portal”)?	MCHCP is interested in seeing the bidder's proposed website so that eligible members may access a wide variety of health information that is ideally interactive and personalized to their needs. MCHCP seeks to make the experience seamless for the member.

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35	Regarding Section B3.13 – The RFP states MCHCP needs “regular” data feeds to their data warehouse vendor. Can the client define “regular” (i.e. weekly, monthly, etc) and if there is a desired data format with data elements the client can share.	The timing and format will be negotiated with the finalist.
36	Regarding Section B4.4 – Can MCHCP define the requirements for a “customizable web portal”?	MCHCP is interested to the degree that MCHCP may request specific content not applicable to MCHCP's programs be removed or not visible to MCHCP vendors. In addition, MCHCP is interested to the degree it can request modifications to the view of vendor's website for MCHCP members.
37	Regarding Section B5.4 – What does the client define as the “member portal” that requires single sign-on? In other words, what functionality does the client want the portal to include?	See Q 34 in the "Scope of Work" section above.
38	Regarding Section B7.1.2 – Is there a desired format that can be shared? If not, please provide confirmation that we can collaborate on that format.	The format of the file will be agreed upon between the contractor, MCHCP and MCHCP's decision support system vendor.
39	Regarding Section B7.7.3 – Can MCHCP define what the performance standards are in the performance guarantees exhibit?	The performance standards are provided starting with question 13.1 of the questionnaire.
40	Regarding Section B7.7.4 – Can MCHCP define how the “portion of fees” to be put at risk will be calculated?	The performance standards and amount at risk is defined starting with question 13.1 of the questionnaire.
41	Scope of Work B5.4 states “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).” Does MCHCP request both an inbound and outbound SSO?	Currently MCHCP Single Sign-On with contractors is considered inbound only (contractor's POV). It is MCHCP's preference that no process exists for members to log in to the vendor site and access MCHCP member information via SSO. The current process, for all vendors, is for members to login into the MCHCP and utilize SSO to access the contractor site, with the SSO session opened in a new browser window. Successfully logging out of the contractors member page ends the session. There should be no return link from the contractors site but, if required by the contractor for process closure, members can be returned to the MCHCP login portal.
42	Scope of Work B4.2 requires vendors to develop and mail communication materials about the disease management and behavior modification health coaching programs to members' homes. Does MCHCP expect the vendor to mail program overview information to every active member (and potentially to the spouse) covered under the MCHCP’s plans, or are communication materials only to be sent to individuals identified as at risk (low, medium or high risk)?	The initial behavior modification health coaching program announcement and informational mailing is currently sent to every active employee subscriber and non-Medicare retiree subscriber covered under the MCHCP plan. Should MCHCP choose to offer this program to covered spouses, the mailing would be sent individually to them as well. The initial disease management program announcement and informational mailing is currently sent to every non-Medicare subscriber and covered non-Medicare dependent individually. Additional mailings may be required throughout the year to targeted populations based on health risk for outreach and program recruitment.
43	For reports due by day 5 following month end, will MCHCP accept reports that reflect data cut off earlier than the last day of the previous month?	MCHCP may consider negotiating this deadline with finalists.

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44	Scope of Work B5.3 states that the contractor must process eligibility information within 24 hours of receipt. Please define MCHCP's definition of "process." Do you expect eligibility data to be fully loaded within 24 hours? This scope of work item also says "MCHCP is willing to work with the contractor on these requirements after the contract is awarded." Is MCHCP willing to negotiate the timeframe for loading eligibility files?	Yes, we expect eligibility data to be loaded within 24 hrs of file transfer and member changes effective. If a bidder is unable to meet the 24-hour requirement, this should be listed as a deviation on Exhibit A-3.
45	MCHCP requires the contractor make at least two outbound health coaching recruitment and engagement calls to reach each moderate- or high-risk member. Would a single outbound call meet this requirement if a member is contacted and declines to participate in a program?	Once the member declines to participate in the program, a second out-bound call would not be necessary.
46	For outbound health coaching calls, MCHCP identifies that automated calls and/or leaving a message are not considered an outbound health call. Would a message left by an actual health coach or engagement specialist with either a family member or via voicemail satisfy the call requirement?	No. The contractor cannot recruit through a voicemail or family member. MCHCP requires that the outbound health coaching/disease management engagement call be a live conversation with the at-risk participant.
47	For outbound health coaching calls, what is the expectation when a member does not answer the phone or call back? Will MCHCP accept a limit on the number of attempts to reach a member?	It is MCHCP's expectation that the contractor will have a tracking mechanism for attempts made to a potential eligible. MCHCP is not limiting the number of attempts made.
48	Which of the population groups and subsets will have access to nurse advice line services? <ul style="list-style-type: none"> • MCHCP Disease Management – chronic conditions • MCHCP – entire disease management population • MCHCP Behavior Modification – moderate- to high-risk • MCHCP – entire behavior modification population • MoDOT Disease Management – chronic conditions • MoDOT – entire disease management population 	This request for proposal does not include a nurse advice line. However, all MCHCP members have access to a nurse advice line available through its medical TPA vendor.
49	The RFP asks for a website to provide health related articles and online tools. Should bidders assume that a full-scale wellness portal is desired for this program, or is this request for a lighter touch website to educate members about risk/disease information?	MCHCP is not requesting a full-scale wellness portal but a portal that is appropriate for the services being requested under this RFP.
50	What are the expectations for customer service and support for members specific to the portal and incentive programs (incentive issues, etc.)?	At this time, the only incentive that is tied to this program relates to a reduced pharmacy non-formulary copayment to those members engaged in disease management. It would be MCHCP's expectation that the vendor electronically update the PBM with the names of those who participate in disease management should that incentive continue in 2015. Likewise if a different incentive were designed, it would be MCHCP's expectation that the vendor support the incentive by tracking participation in programs and communicating that participation to the appropriate vendor and/or to MCHCP.

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51	Section B.2.2 of the Scope of Work states: "MCHCP will then transmit HA results and identified risk factors of which participants have control and which are important precursors to the probability of disease, illness and death to the contractor." Please provide more specifics on the definition of HA results and risk factors. Will this include all HA data and results, or a narrower selection of <u>identified risk factors</u> ?	See Q 15 in the "General" section above.
52	In the Scope of Work section B3.7 it states: "Provide a 24 hour, 7 days a week, toll-free telephone consultation service staffed by qualified, experienced nurses to respond to eligible members' and or caregivers' questions." Is MCHCP looking for a 24 hour nurse advice line here, or is this provision specific to the disease <u>management program</u> ?	See Q 48 in the "Scope of Work" section above. Additionally, MCHCP is not requesting a nurse advice line but 24/7 support to participating members in disease management to assist with the management of their chronic condition.
53	Regarding Scope of Services item B4.2, please elaborate on the type and quantity of communication materials expected to be printed and mailed per year. <ul style="list-style-type: none"> • Are these communications for all members, or only those identified for coaching and/or disease management outreach? • Would these print-fulfillment costs be funded through the requested \$100,000 Communication Fund, or do you expect these costs to be covered in other fees? 	MCHCP is interested in the bidder's proposed methodology and best practices but at a minimum, the materials should go to those identified as potentially eligible for the programs offered. These costs are included as part of the pricing provided by the bidder and are not included in discretionary funds.
54	Regarding Scope of Services item B4.3, please elaborate on the type and quantity of communication materials expected to be printed and mailed per year. Would these print-fulfillment costs be funded through the requested \$100,000 Communication Fund, or do you expect these costs to be covered in other fees?	See Q 53 in the "Scope of Work" section above.
55	Regarding Scope of Services item B4.1.2, please elaborate on the extent of <u>Spanish-speaking members in the MCHCP population</u> .	There are a limited number of Spanish-speaking members.
56	Scope of Services section B9 indicates that MCHCP will manage the incentive administration. Please elaborate on what you will do in this regard, and on any vendor-provided services expected in the process of MCHCP managing the incentives. For instance, do you expect to administer incentives based strictly on the data files provided to Truven, as outlined in the RFP requirements, or would any other elements such as web-based activity trackers or appeals process <u>management be required</u> ?	See Q 40 & 86 in the "General" section above
57	Will the weekly eligibility files, as detailed in Scope of Services section B5, come from a single source, or will multiple sources send such files, e.g., UMR, Coventry, Truven?	Eligibility files will come from MCHCP and MoDOT, if applicable.
58	Is the two outreach calls a minimum requirement only. Can the number of outreach calls (to get members engaged in DM and lifestyle coaching) exceed 2 calls?	See Q 47 in the "Scope of Work" section above.

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Business Associate Agreement

Response

1	Exhibit A2: Business Associate Agreement is listed as a response document. What are bidders required to return?	Bidder is required to sign a BAA and return it with their bid.
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Performance Bond

Response

1	On Page 2 of 12 in the RFP Introduction and Instructions, there is a performance bond requirement. We have never seen such a requirement on an RFP for these services. Is this a mistake? With the annual contract value being small, we feel this requirement might have been picked up from an RFP of much greater value such as the State health plan. Please confirm that this bond is not a requirement.	The performance bond is a minimum bidder requirement and will remain in the RFP.
2	Would the MCHCP accept a performance bond from an insurer?	The performance bond is a minimum bidder requirement and a mandatory contract provision. A surety bond in lieu of a performance bond in the form of check, cash, bank draft, or irrevocable letter of credit, issued by a bank or financial institution authorized to do business in Missouri will not be accepted.
3	If a performance bond from an insurer is not acceptable, will the MCHCP consider other bidder performance indicators to demonstrate financial performance and good standing (e.g. financial records, work references, credit history, etc.) in lieu of the performance security requirement in order to ensure the most competitive bid response?	The performance bond is a minimum bidder requirement and a mandatory contract provision. Bidders who cannot commit to providing such a bond will not receive consideration.
4	If neither of the above two options is acceptable, will the MCHCP consider negotiating the performance security dollar amount required down to a lesser amount and define the lower threshold prior to the final RFP submission?	See previous response.
5	Relative to B1.3, the Performance security deposit, please address the following: a. Please confirm that the \$1.25M covers the length of the contract b. Please specify the performance evaluation process c. When the contracted is terminated, what is the process for return of the deposit, and its timing? d. Can a Bond be used as the deposit?	See previous response. The performance bond is for the life of the contract. The process for returning the bond will be outlined in the negotiated contract between the finalist and MCHCP.

Mandatory Contract Provisions

Response

1	Is MCHCP willing to negotiate a limited number of mandatory contract provisions in circumstances where the bidder cannot legally comply?	Please note any instances where mandatory contract provisions would be requested to be changed.
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**Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2015 Disease Management and Behavior Modification Health Coaching RFP
April 9, 2014**

Questionnaire

Response

1	In question 8.1 of the questionnaire, please describe more about the annual discretionary fund requested. Is this strictly for Communication Support?	The discretionary fund is to fund MCHCP miscellaneous expenses for purposes not required by the contract but the purpose would have a relationship to the populations/services covered by the contract. This is not a mandatory requirement, the bidder may not agree to fund such a fund or may not agree to fund the amount suggested.
2	Regarding Q8.1, there is a \$100,000 discretionary fund requirement. This is a very large amount given the overall size of the RFP anticipated spend. Is this number correct, or has it been taken from another RFP and should be reduced given the scope of this RFP?	The question asks the willingness of the bidder to provide a discretionary fund and is not a requirement. Bidders may propose an alternate amount.
3	Section 12.2 of the Questionnaire asks about providing date-specific, member specific communication records to MCHCP. Can you please clarify what communication records entails and the specific data/information you are requesting?	Examples of a communication record include a recorded call or a logged interaction and supporting notes and details, between the contractor and member. One purpose would be to discover the details of an interaction that would support a member's appeal.

Attachment 1 - Sample Contract

Response

1	Attachment 1 – Sample Contract is provided as a reference document. Are bidders required to do anything with this document in terms of a response file? Are we permitted to note exceptions?	Please note any exceptions that you would not be able to agree with or would need to be modified on Exhibit A-3.
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Attachment 2 Claim payments by month

Claim Type Medstat Entity Network Paid Indicator		Medical/MHSA					
		State					
		Non-Network		Network		Unknown	
Plan	Time Period: Incurred Month	Net Pay Facility	Net Pay Professional	Net Pay Facility	Net Pay Professional	Net Pay Facility	Net Pay Professional
PPO 300	Oct 2011	\$959,216	\$211,518	\$14,225,416	\$7,516,783	\$0	-\$43,367
	Nov 2011	\$422,785	\$260,490	\$13,086,203	\$7,819,186	-\$989	-\$35,065
	Dec 2011	\$695,739	\$384,889	\$13,920,766	\$8,529,517	-\$962	-\$18,730
	Jan 2012	\$135,523	\$92,857	\$7,094,665	\$3,134,335	\$262,429	\$368,053
	Feb 2012	\$233,792	\$97,926	\$6,941,421	\$3,155,546	\$325,485	\$411,004
	Mar 2012	\$347,281	\$162,612	\$7,718,416	\$3,861,076	\$440,811	\$401,065
	Apr 2012	\$1,036,827	\$98,074	\$7,039,569	\$3,707,831	\$430,529	\$471,137
	May 2012	\$872,759	\$140,691	\$7,102,434	\$4,136,333	\$417,093	\$508,042
	Jun 2012	\$484,699	\$158,310	\$7,728,852	\$3,763,379	\$435,061	\$443,596
	Jul 2012	\$431,869	\$131,458	\$7,530,511	\$3,848,207	\$492,998	\$507,018
	Aug 2012	\$493,800	\$132,030	\$7,772,412	\$4,229,304	\$511,131	\$581,124
	Sep 2012	\$217,920	\$124,009	\$6,408,732	\$3,542,426	\$444,713	\$551,153
	Oct 2012	\$556,603	\$137,523	\$7,796,314	\$4,273,853	\$527,321	\$666,687
	Nov 2012	\$592,964	\$138,253	\$7,348,310	\$4,081,614	\$510,043	\$606,117
	Dec 2012	\$272,562	\$128,102	\$7,856,171	\$3,980,049	\$515,744	\$696,045
	Jan 2013	\$721,975	\$88,853	\$6,265,640	\$3,100,363	\$366,648	\$369,707
	Feb 2013	\$592,795	\$97,875	\$6,361,090	\$3,025,280	\$420,313	\$372,923
	Mar 2013	\$201,439	\$96,554	\$6,250,721	\$3,327,584	\$481,699	\$390,897
	Apr 2013	\$226,272	\$95,452	\$6,944,098	\$3,767,016	\$534,584	\$553,835
	May 2013	\$146,901	\$105,926	\$6,532,972	\$3,801,214	\$490,188	\$590,463
	Jun 2013	\$151,467	\$127,971	\$7,905,216	\$3,545,532	\$506,454	\$518,968
	Jul 2013	\$446,143	\$135,864	\$7,550,264	\$3,906,097	\$544,605	\$578,666
	Aug 2013	\$606,298	\$148,137	\$6,676,224	\$3,825,348	\$549,276	\$549,790
	Sep 2013	\$672,155	\$107,776	\$6,335,555	\$3,358,682	\$472,535	\$547,665
PPO 600	Oct 2011	\$458,707	\$109,182	\$6,691,508	\$3,627,862	-\$4,221	-\$39,446
	Nov 2011	\$638,457	\$106,469	\$6,221,669	\$3,728,400	-\$252	-\$33,801
	Dec 2011	\$503,099	\$153,535	\$6,435,151	\$4,060,642	\$0	-\$48,469
	Jan 2012	\$829,831	\$119,678	\$8,073,685	\$3,439,730	-\$1,528	-\$44,068
	Feb 2012	\$901,731	\$100,947	\$8,059,326	\$3,910,531	\$0	-\$32,261
	Mar 2012	\$1,485,329	\$213,179	\$8,892,577	\$4,518,959	-\$4,778	-\$25,455
	Apr 2012	\$477,139	\$141,971	\$9,167,913	\$4,620,399	\$0	-\$22,644
	May 2012	\$491,714	\$137,268	\$9,659,660	\$5,044,195	-\$869	-\$52,617
	Jun 2012	\$636,928	\$185,890	\$9,093,330	\$4,957,957	-\$2,676	-\$12,568
	Jul 2012	\$683,255	\$157,652	\$9,484,363	\$5,286,447	-\$2,377	-\$17,570
	Aug 2012	\$378,476	\$121,412	\$9,998,425	\$5,954,590	-\$919	-\$17,608
	Sep 2012	\$396,847	\$116,051	\$8,841,889	\$5,313,425	-\$123	-\$29,637
	Oct 2012	\$609,012	\$140,164	\$11,199,051	\$6,255,363	\$0	-\$8,343
	Nov 2012	\$516,844	\$203,350	\$11,099,433	\$6,024,082	-\$361	-\$20,882
	Dec 2012	\$578,518	\$185,809	\$10,805,892	\$6,159,779	-\$6,045	-\$9,668
	Jan 2013	\$653,898	\$140,753	\$8,673,883	\$3,621,399	\$1,816	-\$3,477
	Feb 2013	\$594,390	\$139,097	\$8,281,437	\$3,675,620	\$0	-\$2,098
	Mar 2013	\$584,139	\$259,092	\$8,971,441	\$4,245,868	-\$1,793	-\$1,921
	Apr 2013	\$584,096	\$166,377	\$9,169,012	\$5,007,853	\$0	-\$6,156
	May 2013	\$802,038	\$111,902	\$10,320,639	\$5,531,512	\$0	-\$2,515
	Jun 2013	\$861,779	\$310,289	\$9,456,080	\$5,039,348	\$0	-\$15,950
	Jul 2013	\$634,160	\$194,847	\$9,991,083	\$5,706,134	\$0	\$0
	Aug 2013	\$643,314	\$142,284	\$9,615,529	\$5,519,937	\$0	-\$15
	Sep 2013	\$531,420	\$161,380	\$9,351,216	\$5,331,937	\$0	-\$1,329

Claim Type Medstat Entity Network Paid Indicator		Medical/MHSA					
		State					
		Non-Network		Network		Unknown	
Plan	Time Period: Incurred Month	Net Pay Facility	Net Pay Professional	Net Pay Facility	Net Pay Professional	Net Pay Facility	Net Pay Professional
HDHP	Oct 2011	\$0	\$107	\$74,363	\$63,055		\$0
	Nov 2011	\$1,267	\$115	\$68,600	\$63,885		-\$93
	Dec 2011		\$0	\$210,828	\$95,599	\$0	\$0
	Jan 2012	\$0	\$252	\$154,660	\$80,597		\$0
	Feb 2012	\$12,348	\$0	\$415,584	\$127,309		\$0
	Mar 2012	\$6,737	\$0	\$375,318	\$112,461		\$0
	Apr 2012	\$514	\$1,253	\$255,033	\$109,900	-\$783	\$0
	May 2012	\$0	\$2,358	\$273,182	\$148,808		-\$786
	Jun 2012	\$0	\$0	\$259,726	\$143,587		\$0
	Jul 2012	\$2,797	\$269	\$146,329	\$161,913	-\$169	\$0
	Aug 2012	\$0	\$333	\$243,766	\$200,719	\$0	-\$681
	Sep 2012	\$0	\$162	\$186,508	\$183,303		-\$905
	Oct 2012	\$177	\$670	\$497,872	\$286,889	\$0	\$0
	Nov 2012	\$16,627	\$2,100	\$240,604	\$195,318	\$0	-\$1,071
	Dec 2012	\$711	\$587	\$382,296	\$224,472	\$0	\$0
	Jan 2013	\$0	\$0	\$154,169	\$102,784	\$0	\$0
	Feb 2013	\$0	\$151	\$261,787	\$136,204		\$0
	Mar 2013	\$8,044	\$991	\$196,741	\$113,875	\$0	\$0
	Apr 2013	\$168,227	\$1,515	\$188,009	\$148,113	\$0	\$0
	May 2013	\$49,383	\$2,126	\$282,251	\$218,331	\$0	\$0
Jun 2013	\$1,355	\$1,878	\$290,301	\$172,612		\$0	
Jul 2013	\$1,645	\$2,526	\$254,409	\$194,088	\$0	\$0	
Aug 2013	\$3,060	\$5,635	\$260,166	\$242,106		\$0	
Sep 2013	\$165	\$6,752	\$291,127	\$220,574	\$0	\$0	
PPO 1000	Oct 2011						
	Nov 2011						
	Dec 2011						
	Jan 2012						
	Feb 2012						
	Mar 2012						
	Apr 2012						
	May 2012						
	Jun 2012						
	Jul 2012						
	Aug 2012						
	Sep 2012						
	Oct 2012						
	Nov 2012						
	Dec 2012						
	Jan 2013						
	Feb 2013						
	Mar 2013						
	Apr 2013						
	May 2013						
Jun 2013							
Jul 2013							
Aug 2013							
Sep 2013							
PPO 2000	Oct 2011						
	Nov 2011						

Claim Type Medstat Entity Network Paid Indicator		Medical/MHSA					
		State					
		Non-Network		Network		Unknown	
Plan	Time Period: Incurred Month	Net Pay Facility	Net Pay Professional	Net Pay Facility	Net Pay Professional	Net Pay Facility	Net Pay Professional
	Dec 2011						
	Jan 2012						
	Feb 2012						
	Mar 2012						
	Apr 2012						
	May 2012						
	Jun 2012						
	Jul 2012						
	Aug 2012						
	Sep 2012						
	Oct 2012						
	Nov 2012						
	Dec 2012						
	Jan 2013						
	Feb 2013						
	Mar 2013						
	Apr 2013						
	May 2013						
	Jun 2013						
	Jul 2013						
	Aug 2013						
	Sep 2013						
PPO	Oct 2011						
	Nov 2011						
	Dec 2011						
	Jan 2012						
	Feb 2012						
	Mar 2012						
	Apr 2012						
	May 2012						
	Jun 2012						
	Jul 2012						
	Aug 2012						
	Sep 2012						
	Oct 2012						
	Nov 2012						
	Dec 2012						
	Jan 2013						
	Feb 2013						
	Mar 2013						
	Apr 2013						
	May 2013						
	Jun 2013						
	Jul 2013						
	Aug 2013						
	Sep 2013						

Attachment 2
Claim payments by month

Claim Type Medstat Entity		Public Entity						MoDOT
		Non-Network		Network		Unknown		Total Paid
Plan	Time Period: Incurred Month	Net Pay Facility	Net Pay Professional	Net Pay Facility	Net Pay Professional	Net Pay Facility	Net Pay Professional	Total Paid
PPO 300	Oct 2011							
	Nov 2011							
	Dec 2011							
	Jan 2012							
	Feb 2012							
	Mar 2012							
	Apr 2012							
	May 2012							
	Jun 2012							
	Jul 2012							
	Aug 2012							
	Sep 2012							
	Oct 2012							
	Nov 2012							
	Dec 2012							
	Jan 2013							
	Feb 2013							
	Mar 2013							
	Apr 2013							
	May 2013							
Jun 2013								
Jul 2013								
Aug 2013								
Sep 2013								
PPO 600	Oct 2011		\$661	\$95,982	\$77,299		\$0	
	Nov 2011	\$359	\$5,116	\$112,694	\$76,967		\$0	
	Dec 2011	\$688	\$2,199	\$108,110	\$79,434		\$0	
	Jan 2012	\$0	\$374	\$153,286	\$43,621		\$0	
	Feb 2012	\$3,919	\$717	\$74,455	\$55,623			
	Mar 2012		\$875	\$49,515	\$65,872		\$0	
	Apr 2012	\$10,753	\$1,072	\$88,665	\$67,787		\$0	
	May 2012		\$901	\$102,626	\$89,339		\$0	
	Jun 2012	\$10,981	\$1,462	\$72,449	\$75,710		\$0	
	Jul 2012	\$0	\$1,383	\$114,636	\$89,129	\$0	\$0	
	Aug 2012	\$0	\$1,056	\$104,281	\$58,565	\$0	\$0	
	Sep 2012		\$447	\$224,450	\$102,587		\$0	
	Oct 2012	\$334	\$337	\$181,223	\$118,138		\$0	
	Nov 2012	\$5	\$935	\$115,356	\$90,509		\$0	
	Dec 2012	\$1,122	\$1,137	\$100,364	\$87,174		\$0	
	Jan 2013		\$3,238	\$69,578	\$60,993		\$0	
	Feb 2013	\$0	\$702	\$93,480	\$72,974	-\$720	\$0	
	Mar 2013	\$0	\$391	\$108,888	\$69,485	\$0	\$0	
	Apr 2013	\$0	\$606	\$95,633	\$78,256			
	May 2013		\$121	\$86,220	\$72,956		-\$151	
Jun 2013		\$0	\$65,893	\$55,899		\$0		
Jul 2013	\$0	\$0	\$176,584	\$91,585		-\$120		
Aug 2013			\$210	\$152,458	\$92,085		\$0	
Sep 2013			\$300	\$112,499	\$56,871	\$0	\$0	

Claim Type Medstat Entity Network Paid Indicator		Public Entity						MoDOT
		Non-Network		Network		Unknown		Total Paid
		Net Pay Facility	Net Pay Professional	Net Pay Facility	Net Pay Professional	Net Pay Facility	Net Pay Professional	Total Paid
Plan	Time Period: Incurred Month							
HDHP	Oct 2011							
	Nov 2011							
	Dec 2011							
	Jan 2012							
	Feb 2012							
	Mar 2012							
	Apr 2012							
	May 2012							
	Jun 2012							
	Jul 2012							
	Aug 2012							
	Sep 2012							
	Oct 2012							
	Nov 2012							
	Dec 2012							
	Jan 2013							
	Feb 2013							
	Mar 2013							
	Apr 2013							
	May 2013							
Jun 2013								
Jul 2013								
Aug 2013								
Sep 2013								
PPO 1000	Oct 2011		\$226	\$120,762	\$54,368	\$0	\$0	
	Nov 2011	\$3,229	\$25	\$234,882	\$46,706	\$0	\$0	
	Dec 2011		\$0	\$53,947	\$67,439	\$0	\$0	
	Jan 2012	\$1,336	\$842	\$102,326	\$39,793	\$0	\$0	
	Feb 2012	\$5,064	\$2,429	\$81,977	\$41,846	\$0	\$0	
	Mar 2012	\$2,888	\$1,232	\$57,818	\$40,022	\$0	\$0	
	Apr 2012	\$55,370	\$1,874	\$46,590	\$37,732	\$0	-\$133	
	May 2012		\$416	\$71,638	\$48,883		\$0	
	Jun 2012		\$60	\$49,924	\$43,596			
	Jul 2012	\$0	\$243	\$159,496	\$45,441		\$0	
	Aug 2012	\$0	\$98	\$105,773	\$58,478	\$0	\$0	
	Sep 2012		\$25	\$51,347	\$33,765			
	Oct 2012		\$37	\$69,743	\$63,608		-\$1,870	
	Nov 2012		\$6,361	\$70,824	\$63,445	\$0	\$0	
	Dec 2012		\$0	\$134,268	\$63,846	\$0	\$0	
	Jan 2013		\$25	\$48,611	\$38,576		\$0	
	Feb 2013		\$0	\$38,149	\$52,772		\$0	
	Mar 2013	\$0	\$0	\$41,873	\$74,063		-\$74	
	Apr 2013		\$0	\$93,904	\$75,941		\$0	
	May 2013		\$0	\$25,114	\$40,887		\$0	
Jun 2013	\$0	\$309	\$125,128	\$51,963		\$0		
Jul 2013		\$0	\$41,509	\$39,617		\$0		
Aug 2013		\$101	\$39,427	\$38,560				
Sep 2013	\$17,375	\$3,487	\$51,044	\$42,233				
PPO 2000	Oct 2011	\$0	\$0	\$93,863	\$35,656			
	Nov 2011	\$0	\$25	\$39,635	\$23,672		\$0	

Claim Type Medstat Entity Network Paid Indicator		Public Entity						MoDOT
		Non-Network		Network		Unknown		Total Paid
		Net Pay Facility	Net Pay Professional	Net Pay Facility	Net Pay Professional	Net Pay Facility	Net Pay Professional	Total Paid
Plan	Time Period: Incurred Month							
	Dec 2011	\$25,101	\$0	\$116,489	\$32,620		\$0	
	Jan 2012		\$0	\$69,513	\$21,142			
	Feb 2012	\$0	\$668	\$46,247	\$26,516		\$0	
	Mar 2012	\$72	\$349	\$105,626	\$15,760		\$0	
	Apr 2012		\$0	\$147,480	\$27,944		-\$133	
	May 2012		\$0	\$78,454	\$18,140		\$0	
	Jun 2012		\$0	\$151,928	\$36,109			
	Jul 2012		\$0	\$42,436	\$31,426			
	Aug 2012		\$0	\$90,790	\$44,478		\$0	
	Sep 2012	\$0	\$0	\$20,060	\$21,451			
	Oct 2012	\$2,606	\$0	\$74,273	\$30,609	\$0		
	Nov 2012	\$1,129	\$5,225	\$41,968	\$24,359	\$0	\$0	
	Dec 2012	\$0	\$0	\$37,805	\$16,993		\$0	
	Jan 2013	\$1,758	\$0	\$40,813	\$26,504		\$0	
	Feb 2013		\$133	\$27,871	\$20,385	\$0	-\$97	
	Mar 2013	\$0	\$166	\$68,337	\$19,880		\$0	
	Apr 2013		\$289	\$104,205	\$20,486			
	May 2013		\$52	\$58,804	\$19,049		-\$43,045	
	Jun 2013	\$0	\$97	\$107,004	\$35,080		\$0	
	Jul 2013	\$0	\$97	\$118,832	\$71,351			
	Aug 2013	\$79	\$0	\$144,503	\$59,671			
	Sep 2013		\$475	\$56,929	\$37,860		\$0	
PPO	Oct 2011							\$6,994,993
	Nov 2011							\$6,874,156
	Dec 2011							\$8,663,815
	Jan 2012							\$6,352,166
	Feb 2012							\$5,584,754
	Mar 2012							\$7,790,065
	Apr 2012							\$6,090,099
	May 2012							\$7,338,527
	Jun 2012							\$6,526,501
	Jul 2012							\$5,957,070
	Aug 2012							\$9,397,913
	Sep 2012							\$6,098,158
	Oct 2012							\$7,269,534
	Nov 2012							\$8,678,558
	Dec 2012							\$6,185,829
	Jan 2013							\$7,246,747
	Feb 2013							\$6,569,351
	Mar 2013							\$6,118,463
	Apr 2013							\$6,311,117
	May 2013							\$8,376,361
	Jun 2013							\$6,587,568
	Jul 2013							\$5,811,438
	Aug 2013							\$7,570,981
	Sep 2013							\$6,708,232

Instructions

Instructions

	Comments
Behavior Modification Coaching	
Per Eligible Member Per Month Pricing	The bidder must complete the Behavior Modification Coaching worksheet in its entirety, identifying the per eligible member per month cost for each program specification listed.
Eligible Members	Fees quoted must be on a per eligible member per month basis. An eligible member includes active employees and non-Medicare retirees. Fees will be paid for all eligible members, not just those actually enrolled in a coaching program.
Enrollment Bands	Bidders should provide separate pricing for each enrollment band, which represents the sum of MCHCP's and MoDOT's enrollment.
Coaching Programs	At a minimum, the bidder must have a coaching program for back care, blood pressure, cholesterol, exercise, tobacco use, stress and weight.
Coaching Fees	The bidder must provide guaranteed pricing for 2015, and not-to-exceed pricing for 2016 - 2019.
Supplemental Pricing	The bidder must list any additional fees such as one-time start-up fees on the Supplemental Pricing worksheet.
Disease Management	
Per Eligible Member Per Month Pricing	The bidder must complete the Disease Management worksheet in its entirety, identifying the per eligible member per month cost for each program specification listed.
Eligible Members	Fees quoted must be on a per eligible member per month basis. An eligible member includes active employees and non-Medicare retirees, and their covered spouses and dependent children. Fees will be paid for all eligible participants, not just those actually enrolled in a disease management program.
Enrollment Bands	Bidders should provide separate pricing for each enrollment band, which represents the sum of MCHCP's and MoDOT's enrollment.
Disease Management Programs	At a minimum, the bidder must have a hypertension, diabetes, coronary artery disease/congestive heart failure, and asthma program.
Disease Management Fees	The bidder must provide guaranteed pricing for 2015, and not-to-exceed pricing for 2016 - 2019.
Supplemental Pricing	The bidder must list any additional fees such as one-time start-up fees on the Supplemental Pricing worksheet.

Behavior Modification Coaching

Behavior Modification Coaching

	Describe Service	2015	2016	2017	2018	2019
1 - 15,000 Members						
Account Management						
Implementation						
Health Coaching						
Communication Materials						
File Transfers						
Online Health Tracking Tools						
Web Portal						
Toll-free number						
ROI Analysis						
Other 1 (please specify)						
Other 2 (please specify)						
Other 3 (please specify)						
Other 4 (please specify)						
Other 5 (please specify)						
Total Per Eligible Member Per Month Cost	N/A	=SUM('W2'!B2:B15)	=SUM('W2'!C2:C15)	=SUM('W2'!D2:D15)	=SUM('W2'!E2:E15)	=SUM('W2'!F2:F15)
15,001 - 30,000 Members						
Account Management						
Implementation						
Health Coaching						
Communication Materials						
File Transfers						
Online Health Tracking Tools						
Web Portal						
Toll-free number						
ROI Analysis						
Other 1 (please specify)						
Other 2 (please specify)						
Other 3 (please specify)						
Other 4 (please specify)						
Other 5 (please specify)						
Total Per Eligible Member Per Month Cost	N/A	=SUM('W2'!B18:B3)	=SUM('W2'!C18:C3)	=SUM('W2'!D18:D3)	=SUM('W2'!E18:E3)	=SUM('W2'!F18:F31)

Behavior Modification Coaching

	Describe Service	2015	2016	2017	2018	2019
30,001 - 45,000 Members						
Account Management						
Implementation						
Health Coaching						
Communication Materials						
File Transfers						
Online Health Tracking Tools						
Web Portal						
Toll-free number						
ROI Analysis						
Other 1 (please specify)						
Other 2 (please specify)						
Other 3 (please specify)						
Other 4 (please specify)						
Other 5 (please specify)						
Total Per Eligible Member Per Month Cost	N/A	=SUM('W2!B34:B4	=SUM('W2!C34:C4	=SUM('W2!D34:D4	=SUM('W2!E34:E4	=SUM('W2!F34:F47
45,001 - 60,000 Members						
Account Management						
Implementation						
Health Coaching						
Communication Materials						
File Transfers						
Online Health Tracking Tools						
Web Portal						
Toll-free number						
ROI Analysis						
Other 1 (please specify)						
Other 2 (please specify)						
Other 3 (please specify)						
Other 4 (please specify)						
Other 5 (please specify)						
Total Per Eligible Member Per Month Cost	N/A	=SUM('W2!B50:B6	=SUM('W2!C50:C6	=SUM('W2!D50:D6	=SUM('W2!E50:E6	=SUM('W2!F50:F63

Behavior Modification Coaching

	Describe Service	2015	2016	2017	2018	2019
60,001 - 75,000 Members						
Account Management						
Implementation						
Health Coaching						
Communication Materials						
File Transfers						
Online Health Tracking Tools						
Web Portal						
Toll-free number						
ROI Analysis						
Other 1 (please specify)						
Other 2 (please specify)						
Other 3 (please specify)						
Other 4 (please specify)						
Other 5 (please specify)						
Total Per Eligible Member Per Month Cost	N/A	=SUM('W2'!B66:B7	=SUM('W2'!C66:C7	=SUM('W2'!D66:D7	=SUM('W2'!E66:E7	=SUM('W2'!F66:F79
> 75,000 Members						
Account Management						
Implementation						
Health Coaching						
Communication Materials						
File Transfers						
Online Health Tracking Tools						
Web Portal						
Toll-free number						
ROI Analysis						
Other 1 (please specify)						
Other 2 (please specify)						
Other 3 (please specify)						
Other 4 (please specify)						
Other 5 (please specify)						
Total Per Eligible Member Per Month Cost	N/A	=SUM('W2'!B82:B9	=SUM('W2'!C82:C9	=SUM('W2'!D82:D9	=SUM('W2'!E82:E9	=SUM('W2'!F82:F95

Disease Management

Disease Management

	Describe Service	2015	2016	2017	2018	2019
1 - 15,000 Members						
Account Management						
Implementation						
Coaching						
Communication Materials						
File Transfers						
Online Health Tracking Tools						
Web Portal						
Toll-free number						
ROI Analysis						
Other 1 (please specify)						
Other 2 (please specify)						
Other 3 (please specify)						
Other 4 (please specify)						
Other 5 (please specify)						
Total Per Eligible Member Per Month Cost	N/A	=SUM('W3'!B2:B15)	=SUM('W3'!C2:C15)	=SUM('W3'!D2:D15)	=SUM('W3'!E2:E15)	=SUM('W3'!F2:F15)
15,001 - 30,000 Members						
Account Management						
Implementation						
Coaching						
Communication Materials						
File Transfers						
Online Health Tracking Tools						
Web Portal						
Toll-free number						
ROI Analysis						
Other 1 (please specify)						
Other 2 (please specify)						
Other 3 (please specify)						
Other 4 (please specify)						
Other 5 (please specify)						
Total Per Eligible Member Per Month Cost	N/A	=SUM('W3'!B18:B3)	=SUM('W3'!C18:C3)	=SUM('W3'!D18:D3)	=SUM('W3'!E18:E3)	=SUM('W3'!F18:F31)

Disease Management

	Describe Service	2015	2016	2017	2018	2019
30,001 - 45,000 Members						
Account Management						
Implementation						
Coaching						
Communication Materials						
File Transfers						
Online Health Tracking Tools						
Web Portal						
Toll-free number						
ROI Analysis						
Other 1 (please specify)						
Other 2 (please specify)						
Other 3 (please specify)						
Other 4 (please specify)						
Other 5 (please specify)						
Total Per Eligible Member Per Month Cost	N/A	=SUM('W3'!B34:B4	=SUM('W3'!C34:C4	=SUM('W3'!D34:D4	=SUM('W3'!E34:E4	=SUM('W3'!F34:F47
45,001 - 60,000 Members						
Account Management						
Implementation						
Coaching						
Communication Materials						
File Transfers						
Online Health Tracking Tools						
Web Portal						
Toll-free number						
ROI Analysis						
Other 1 (please specify)						
Other 2 (please specify)						
Other 3 (please specify)						
Other 4 (please specify)						
Other 5 (please specify)						
Total Per Eligible Member Per Month Cost	N/A	=SUM('W3'!B50:B6	=SUM('W3'!C50:C6	=SUM('W3'!D50:D6	=SUM('W3'!E50:E6	=SUM('W3'!F50:F63

Disease Management

	Describe Service	2015	2016	2017	2018	2019
60,001 - 75,000 Members						
Account Management						
Implementation						
Coaching						
Communication Materials						
File Transfers						
Online Health Tracking Tools						
Web Portal						
Toll-free number						
ROI Analysis						
Other 1 (please specify)						
Other 2 (please specify)						
Other 3 (please specify)						
Other 4 (please specify)						
Other 5 (please specify)						
Total Per Eligible Member Per Month Cost	N/A	=SUM('W3'!B66:B7	=SUM('W3'!C66:C7	=SUM('W3'!D66:D7	=SUM('W3'!E66:E7	=SUM('W3'!F66:F79
> 75,000 Members						
Account Management						
Implementation						
Coaching						
Communication Materials						
File Transfers						
Online Health Tracking Tools						
Web Portal						
Toll-free number						
ROI Analysis						
Other 1 (please specify)						
Other 2 (please specify)						
Other 3 (please specify)						
Other 4 (please specify)						
Other 5 (please specify)						
Total Per Eligible Member Per Month Cost	N/A	=SUM('W3'!B82:B9	=SUM('W3'!C82:C9	=SUM('W3'!D82:D9	=SUM('W3'!E82:E9	=SUM('W3'!F82:F95

Supplemental Pricing

Supplemental Pricing

	Describe Service	Fees	Basis for Payment
Program Services			
Service 1			
Service 2			
Service 3			
Service 4			
Service 5			
Service 6			
Service 7			
Service 8			
Service 9			
Service 10			
Service 11			
Service 12			
Service 13			
Service 14			
Service 15			

Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2015 Disease Management and Behavior Modification Health Coaching RFP
April 10, 2014

These responses are provided by MCHCP to additional questions received from potential bidders for the 2015 Disease Management and Behavior Modification Health Coaching RFP.

General	Response
1 Can you please provide your current membership's condition prevalence rates for each of the conditions listed in Section 5, Question 5.2? This information is required to provide you with the optimal Disease Management program size and competitive price.	Moderate and High Risk categories for Disease Mangement program participation are currently grouped together in a Moderate/High category. Low or no risk participants are not targeted for disease management programs. Approximately 9% of total eligible members are stratified to have have high or moderate health condition risk. Roguhly 94% of eligible members stratified at moderate to high health condition risk are currently enrolled and engage in Disease Management programs. Additionally, Hypertension, Diabetes and Coronary Artery Disease are the most prevalent conditions.
2 Can you please share your current stratification assumptions for your membership created by your HA (% High Risk, % Moderate Risk, % Low Risk)? Our program typically includes both an HA and an identification and stratification service and these assumptions are required to understand your program expectations and provide you with the most accurate price.	MCHCP will provide risk identification and stratification through health assessment algorithms with clinical intelligence for health coaching services and will add a further stratification measure for disease management services by combining health risk from HA with claims and pharmacy data. MCHCP defines risk levels as: High Risk = participant has been identified to have health risks or health conditions in 6 or more of the program areas offered for behavior modification health coaching and/or disease management services; Moderate Risk = participant has been identified to have health risks or health conditions in 3 to 5 of the program areas offered for behavior modification health coaching and/or disease management services; and Low Risk = participant has been identified to have health risks or health conditions in 0 to 2 of the program areas offered for behavior modification health coaching and/or disease management services.
3 Can you please provide your current HA completion rate? This information is required to provide you with the optimal Behavior Modification Coaching program size and competitive price.	Historically, approximately 57-63% of eligible MCHCP members complete an annual health assessment. The number of members completing a health assessment in 2012 is 27,399; In 2013 the number was 28,837.
4 Can you please provide your current online engagement and utilization rate?	MCHCP does not currently offer online health coaching.
5 Can you please provide a description of the services provided by Truven Health Analytics?	Truven Health Analytics is MCHCP's contracted data warehouse vendor. The data warehouse includes medical, pharmacy, dental, and HA data from MCHCP's contractors. Truven also provides the tools necessary to mine the data.

**Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2015 Disease Management and Behavior Modification Health Coaching RFP
April 15, 2014**

These responses are provided by MCHCP to additional questions received from potential bidders for the 2015 Disease Management and Behavior Modification Health Coaching RFP.

General	Response
1 Where can we find Exhibit/Attachment A-6 referred to in Attachment 1 - Sample Contract? We have downloaded Exhibits A-1 - A-5.	Attachment 1 is a sample contract. The performance guarantees that are agreed upon with the contractor will be incorporated as an exhibit or attachment to the contract. There is no Attachment A-6 included with the RFP.
2 Please clarify the frequency that assessment, claims, and stratification data will be provided to the vendor for both disease management and coaching. In addition, please outline the anticipated frequency and timeline that the MCHCP health assessment will be deployed to the population. Specifically, do you intend to offer the assessment once per year for a defined period, or will the assessment be open throughout the year with new data provided to the vendor?	MCHCP will provide assessment, claims and stratification data at a minimum once per month and during open enrollment season (October - November) weekly. The health assessment is deployed primarily during open enrollment (Oct - Nov) for enrolled eligible members. However, throughout the year, new eligible plan members may take it once they enroll in the plan.
3 In Section 13 of the Questionnaire, many of the requested PGs list a penalty structure that includes a PEPM penalty. For example, Q13.3 calls for a \$5,000 penalty per day that participation data is late, PLUS \$0.25 PEPM. How are these PEPM penalties expected to work? On 83,748 eligible members in disease management, a \$0.25 PEPM calculates to \$20,937 per month or \$251,244 per year. What would the penalty be for a one-day late participation file? What about a second day of being late? What about a late file the following month? Does the eligibility number change between coaching and disease management depending on the PG?	The example given, the penalty would be \$5,000 per day the data is late. In addition, there would be an additional charge of \$20,937. One day late would be \$5,000 + 20,937 = \$25,937. Two days late would be \$10,000 + \$20,937 = \$30,937. If the file is 45 days late, the penalty would be \$225,000 + \$41,874 = \$266,874.
In an effort to further clarify the meaning of "dedicated", as discussed in the April 9 Q&A on Page 19, #27 that relates to Scope of Services B6.3, does MCHCP require that any of the account management team be 100 percent dedicated to MCHCP (no other client account allowed)? Your Q&A response reads like what we would refer to as "designated" - an assigned person who may also work on a limited number of other client accounts.	MCHCP does not require a 100% dedicated account management team.
If MoDOT elects to join MCHCP in receiving the same vendor services, will the combined populations be treated (for the most part) as one entity? For example, would we still receive one periodic eligibility file including both MCHCP and MoDOT members, rather than two separate files? Would a single Web portal suffice for both populations? Would account management generally interact with only MCHCP, or perhaps together with MCHCP and MoDOT? Ultimately, we would like to understand to what extent the addition of MoDOT would require duplicative support.	There will be two separate contracts - one with MoDOT and one with MCHCP. However, the requirements for both will be the same to the extent they are applicable. You will however, have two eligibility feeds. One web portal will suffice. The account management will generally interact with both, but MCHCP and MoDOT will work together so that duplicative support is minimized to the maximum potential.

**Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2015 Disease Management and Behavior Modification Health Coaching RFP
April 15, 2014**

4	<p>Please clarify two apparent contradictions between the Scope of Work and the Q&A document. Specifically,</p> <p>1) Will the vendor perform any risk stratification for EITHER health coaching OR disease management services; and</p> <p>2) will the vendor receive CLAIMS DATA in support of the disease management program?</p> <p>The Scope of Work, Section B2.2 and B3.2, state that the contractor shall use HA results, risk stratification and claims data to identify potential participants that could benefit from a behavior modification health coaching/DM program. Further B1.6 states "The contractor shall accept regular claim files from MCHCP's contracted third party administrator(s) and pharmacy benefit manager to identify potential DM and behavior modification health coaching program participants. However, responses to General Questions 65 and 72 of the Q&A document indicate that vendors will not conduct their own stratification or run their own algorithms to target the population for disease management or coaching based on claims/HA data, while Question 16 which asks directly whether claims data will be provided, is redirected to Question 11's "No" response.</p>	<p>See updated responses to questions 10, 11, 65 and 72 from the April 9, 2014 responses that are attached to this Q&A document.</p>
6	<p>Are there character limitations for the narrative responses? In addition to generating a report, I contacted Support and the representative and I were unable to determine if there are limitations currently in place for the responses (none are listed). Can you confirm if there are character limitations for the narrative responses and if so, what the limitations are?</p>	<p>As stated in the opening sentence of both questionnaires, there is a 1,000 character limit on all textual responses.</p>
7	<p>Given the length and timing of the Q&A, the unusual service approach requested, and the complexity associated with a new and tiered pricing grid just introduced, would MCHCP please consider extending the proposal due date by another week?</p>	<p>The deadline will not be extended.</p>

**Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2015 Disease Management and Behavior Modification Health Coaching RFP
April 15, 2014**

8	<p>Please clarify two apparent contradictions between the Scope of Work and the Q&A document. Specifically,</p> <p>1) Will the vendor perform any risk stratification for EITHER health coaching OR disease management services; and</p> <p>2) will the vendor receive CLAIMS DATA in support of the disease management program?</p> <p>The Scope of Work, Section B2.2 and B3.2, state that the contractor shall use HA results, risk stratification and claims data to identify potential participants that could benefit from a behavior modification health coaching/DM program. Further B1.6 states "The contractor shall accept regular claim files from MCHCP's contracted third party administrator(s) and pharmacy benefit manager to identify potential DM and behavior modification health coaching program participants. However, responses to General Questions 65 and 72 of the Q&A document indicate that vendors will not conduct their own stratification or run their own algorithms to target the population for disease management or coaching based on claims/HA data, while Question 16 which asks directly whether claims data will be provided, is redirected to Question 11's "No" response.</p>	<p>See updated responses to questions 10, 11, 65 and 72 from the April 9, 2014 responses.</p>
9	<p>General Question 86 and Follow-Up Question 1 both requested specific disease prevalence rates and the response in each case referenced the general number of 9% as falling into the moderate/high category. While this helps us understand the total volume, it does not address the mix of conditions. The number and duration of interventions (and thus cost) can vary significantly by disease. Since you are seeking a single PEPM rate to cover any and all interventions, regardless of condition, it is important for pricing purposes to have a firm grasp of the likely volume and mix. Are you unable to provide this level of detail? Would you be open to a per participant pricing approach?</p>	<p>We are not open to a per participant pricing approach.</p> <p>Members with each identified condition as of 12-31-13 is as follows:</p> <p>CHF: 588</p> <p>Coronary Artery Disease: 2,928</p> <p>Diabetes: 6,752</p> <p>COPD: 661</p> <p>Asthma: 3,844</p> <p>Hypertension: 11,094</p> <p>Depression: 123</p>

Pricing

Response

1	<p>Can you confirm that the April 14 deadline to submit the "initial pricing bid", all I need to do is insert the information on HighRoads under the pricing section (worksheets 2-4) and save? Specifically, I do not need to submit until April 21? Please give me explicit instructions on what is expected and how I provide the information for April 14.</p>	<p>Bidders are encouraged, but not required, to begin working on their pricing submission early and no later than April 14 in order to become familiar with the pricing model within HighRoads. Bidders may continue to refine their pricing until the RFP deadline of 4 p.m. CT, April 21, 2014. MCHCP will consider the final pricing submitted prior to the RFP deadline. There is no requirement that you submit any portion of your pricing by April 14.</p>
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**Missouri Consolidated Health Care Plan
 Responses to Vendor Questions
 2015 Disease Management and Behavior Modification Health Coaching RFP
 April 15, 2014**

2	<p>Regarding the six pricing tiers in increments of 15,000 members:</p> <p>a. Assuming services to MCHCP employees (43,717 lives) is the minimum population scenario for coaching, and that the addition of other populations such as MoDOT would be additive to the eligibility, it seems that the 1-15K and 15K-30K tier scenarios would never occur. Can we ignore these tiers (or populate with null values)?</p> <p>b. Which coaching tier will be used for RFP scoring purposes?</p> <p>c. Assuming services to MCHCP members (83,748 lives) is the minimum population scenario for disease management, and that the addition of other populations such as MoDOT would be additive to the eligibility, it seems that the only applicable tier is the 75K+ tier. Can we ignore the other tiers (or populate with null values)?</p> <p>d. Which disease management tier will be used for RFP scoring purposes?</p>	<p>No, please provide pricing for all tiers as requested.</p>
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Exhibit A-2

Response

1	<p>Exhibit A-2 (BAA) lists "Wellness Company" at the end of the document where signatures are required. There is a line for us to provide a signature, but not a place for us to provide our organization's name. Thus, it seems inferred that we are the "Wellness Company". Is this an error? It seems as though this is a document copied from previous use without making the necessary changes. Please explain as we cannot sign under another company's name.</p>	<p>A revised BAA with a place to put your company name has been provided as a response document.</p>
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**Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2015 Disease Management and Behavior Modification Health Coaching RFP
April 9, 2014 (revised April 15, 2014)**

These revised responses are provided by MCHCP to questions received from potential bidders for the 2015 Disease Management and Behavior Modification Health Coaching RFP.

General	Response
10 Please provide the criteria used to risk stratify members to low, moderate and high for both health coaching and disease management programs.	UPDATED RESPONSE APRIL 14, 2014: MCHCP will provide risk identification and stratification through health assessment algorithms with clinical intelligence for health coaching services. MCHCP will provide medical and pharmacy claims for the health coaching and disease management vendor to further stratify for disease management services. MCHCP defines risk levels as: High Risk = participant has been identified to have health risks or health conditions in 6 or more of the program areas offered for behavior modification health coaching and/or disease management services; Moderate Risk = participant has been identified to have health risks or health conditions in 3 to 5 of the program areas offered for behavior modification health coaching and/or disease management services; and Low Risk = participant has been identified to have health risks or health conditions in 0 to 2 of the program areas offered for behavior modification health coaching and/or disease management services
11 Will the contractor's coaching staff have access to the member's HRA answers and or member HRA report?	UPDATED RESPONSE APRIL 14, 2014: No. MCHCP will provide health risk stratification information from the health assessment (HA).
65 In addition to the stratification list MCHCP will supply, will you also send all HA results to the vendor and expect them to apply their own algorithms to the data for identification?	UPDATED RESPONSE APRIL 14, 2014: No. MCHCP will provide health risk stratification information from the health assessment (HA).
72 Does MCHCP expect the vendor to do their own stratification for disease management, separate from MCHCP's health assessment stratification? Would the vendor stratify members through claims only and compare to the MCHCP stratification list? Would the vendor run their own algorithms on the health assessment in addition to claims?	UPDATED RESPONSE APRIL 14, 2014: The vendor will be doing stratification for disease management based on medical and pharmacy claims data. MCHCP will provide the health assessment stratification results. The vendor can use the health assessment stratification results and its results from claims data to identify behavior modification health coaching and disease management candidates.

EXHIBIT A-2 BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) between the Missouri Consolidated Health Care Plan (hereinafter “Covered Entity” or “MCHCP”) and Disease Management and Behavior Modification Health Coaching (hereinafter “Business Associate” or “Coaching Company”) is entered into as a result of the business relationship between the parties in connection with services performed in accordance with the 2015 Disease Management and Behavioral Modification Health Coaching Request for Proposal released March 26, 2014 (“RFP”) and the Contract # XXXX-2015, (both collectively referred to hereinafter as the “Contract”).

This Agreement supersedes all other agreements, including any previous business associate agreements, between the parties with respect to the specific matters addressed herein. In the event the terms of this Agreement are contrary to or inconsistent with any provisions of the Contract or any other agreements between the parties, this Agreement shall prevail, subject in all respects to the Health Insurance Portability and Accountability Act of 1996, as amended (the “Act”), the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the “HITECH Act”), and the HIPAA Rules, as defined in Section 2.1 below.

1 Purpose.

The Contract addresses and relates to the administration of self insured medical plans on behalf of the members of MCHCP.

The purpose of this Agreement is to comply with requirements of the Act, the HITECH Act, and the implementing regulations enacted under the Act and the HITECH Act, 45 CFR Parts 160 - 164, as amended, to the extent such laws relate to the obligations of business associates. 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 Delta Dental.

“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; 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 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 PHI by Business Associate, its workforce, and its subcontractors other than as provided for by this Agreement.
- 3.3 Subcontractors. Pursuant to §§ 164.308(b)(2) and 164.502(e)(1)(ii), Business Associate agrees it will not permit any subcontractors to create, receive, access, use, maintain, disclose, or transmit PHI in connection with, on behalf of, or under the direction of Business Associate in connection with performing its duties and obligations under the Contract unless and until Business Associate obtains satisfactory assurances in the form of a written contract or written agreement in accordance with §§ 164.504(e) and 164.314(a)(2) that the subcontractor(s) will appropriately safeguard PHI and in all respects comply with the same restrictions, conditions, and requirements applicable to Business Associate under the HIPAA Rules and this Agreement with respect to such information.

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

- 3.4 Reports to MCHCP. Business Associate agrees to report any use or disclosure of PHI not authorized or provided for by this Agreement, including breaches of unsecured PHI and any security incident involving MCHCP to MCHCP in accordance with the notice provisions prescribed in this Section 3.4.

- 3.4.1 The notice shall be delivered to, and confirmed received by, MCHCP without unreasonable delay, but in any event no later than ten (10) 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, or otherwise knows that MCHCP's Privacy and Security Officers are not available, Business Associate may 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 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 subject to the breach;
 - d) a description of all types of PHI known or potentially believed to be involved or affected;
 - e) the name of each entity and all department(s)/division(s) of each entity involved in or contributing to the unauthorized use or disclosure, breach of unsecured PHI, or security incident;
 - 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) all corrective action steps Business Associate has taken or shall take to prevent future similar uses, disclosures, breaches, or incidents;

- h) 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
 - i) any action steps Business Associate believes affected individuals should take to protect themselves from potential harm resulting from the breach.
- 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 reasonable request by MCHCP.
- 3.4.6 Business Associate expressly acknowledges the presumption of breach with respect to any unauthorized acquisition, access, use, or disclosure of PHI that does not meet a regulatory exception in § 164.402(1), 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 to MCHCP no later than ten (10) business days following Business Associate's discovery with its complete written risk assessment 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 immediately 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 and 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 ten (10) 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 ten (10) 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 ten (10) 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 immediately refer the individual to MCHCP's Privacy Officer, and if the request is in writing shall forward the individual's request within ten (10) 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 ten (10) 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 ten (10) business 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 ten (10) business 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 the Secretary in a time and manner designated by MCHCP or the Secretary for purposes of determining MCHCP's compliance with the HIPAA Rules.

4 Permitted Uses and Disclosures of PHI by Business Associate.

- 4.1 Contractual Authorization. Business Associate may access, create, use, and disclose PHI as necessary to perform its duties and obligations required by the Contract. Without limiting the foregoing general authorization, MCHCP specifically authorizes Business Associate to access, create, receive, use, and disclose all PHI in performing the duties required in the contract, in accordance with the various information sources, recipients, and purposes described therein.
- 4.2 Authorization by Law. Business Associate may use or disclose PHI as permitted or required by law.
- 4.3 Qualified Authorization. The parties agree that no provision of the Contract permits Business Associate to use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if used or disclosed in like manner by MCHCP except that:
- 4.3.1 This Agreement permits Business Associate to use PHI received in its capacity as a business associate of MCHCP, if necessary: (A) for the proper management and administration of Business Associate; or (B) to carry out the legal responsibilities of Business Associate; and
- 4.3.2 This Agreement permits Business Associate to disclose PHI received by Business Associate in its capacity as a business associate of MCHCP, only if: (A) the disclosure is required by law; or (B) Business Associate obtains reasonable assurance from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person; and such person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- 4.4 Data Aggregation. In addition, Business Associate may combine PHI created or received on behalf of MCHCP as authorized in this Agreement with PHI lawfully created or received by Business Associate in its capacity as a business associate of other covered entities to permit data analysis relating to the health care operations of MCHCP and other PHI contributing covered entities.
- 4.5 Minimum Necessary. Notwithstanding any other provision in the Contract or this Agreement, with respect to any and all uses and disclosures permitted, Business Associate agrees to request, create, access, use, disclose, and transmit the minimum necessary PHI involving MCHCP members as is necessary to accomplish the purpose of such request, creation, use, disclosure, or transmission, in accordance with the HIPAA Rules and guidance published by the Secretary. In addition and to the extent not in conflict with the HIPAA Rules and guidance published by the Secretary, Business Associate agrees to request, create, access, use, disclose, and transmit PHI involving MCHCP members subject to the following minimum necessary requirements:
- 4.5.1 When requesting or using PHI received from MCHCP, a member of MCHCP, or an authorized party or entity working on behalf of MCHCP, Business Associate shall make reasonable efforts to limit all requests and uses of PHI to the minimum necessary to accomplish the intended purpose of the request or use. Business Associate agrees its

reasonable efforts will include identifying those persons or classes of persons, as appropriate, in Business Associate's workforce who needs access to MCHCP member PHI to carry out their duties under the Contract. Business Associate further agrees to identify the minimally necessary amount of PHI needed by each such person or class and any conditions appropriate to restrict access in accordance with such assessment.

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

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

- a) Making disclosures to public officials as permitted under § 164.512; or
- b) The information is requested by a professional who 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) and MCHCP confirms, in writing, that it has business associate agreement with such professional.

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

5 **Obligations of MCHCP.**

5.1 Notice of Privacy Practices. MCHCP shall notify Business Associate of any limitation(s) that may affect Business Associate's use or disclosure of PHI, by providing Business Associate with MCHCP's Notice of Privacy Practices in accordance with § 164.520, the most recent copy of which is attached to this Agreement.

5.2 Individual Authorization Changes. MCHCP shall notify Business Associate in writing of any changes in, or revocation of, the authorization by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

5.3 Confidential Communications. MCHCP shall notify Business Associate in writing of individual requests approved by MCHCP in accordance with § 164.522 to receive communications of PHI from Business Associate by alternate means or at alternative locations.

- 5.4 Individual Restrictions. MCHCP shall notify Business Associate in writing of any restriction to the use or disclosure of PHI that MCHCP has agreed and, if applicable, any subsequent revocation or termination of such restriction, in accordance with § 164.522.
- 5.5 Permissible Requests by MCHCP. MCHCP shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by MCHCP.

6 **Term and Termination, Expiration, or Cancellation.**

- 6.1 Term. This Agreement is effective as of January 1, 2014, 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 for cause. Business Associate authorizes MCHCP to terminate this Agreement immediately by written notice and without penalty if MCHCP determines, in its reasonable discretion, that Business Associate has violated a material term of this Agreement and cure of such violation is not possible. Without limiting the foregoing authorization, Business Associate agrees that MCHCP may, as an alternative, require Business Associate to end the violation of the material term(s) and cure the breach of contract within the reasonable time and manner specified by MCHCP based on the circumstances presented. If MCHCP determines that neither cure nor termination, alternatively or collectively, are sufficient to comply with applicable law and protect the interests of MCHCP or its members, Business Associate authorizes and agrees that MCHCP may report the violation to the Department of Health and Human Services. 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 of in any form for any purpose whatsoever unless such destruction is not feasible. If destruction of the PHI is not feasible, Business Associate will extend the protections of this Agreement to any PHI retained until such PHI is destroyed.
- 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. Notwithstanding any other provision to the contrary in the Contract or this Agreement, Business Associate shall, to the fullest extent permitted by law, 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 to the extent such acts or omissions violate the terms of this Agreement or the HIPAA Rules as applied to the Contract.
- 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, the HITECH 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, the HITECH 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

(enter Company Name)

By: _____

By: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

**Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2015 Disease Management and Behavior Modification Health Coaching RFP
April 16, 2014**

This response is provided by MCHCP to an additional question received from a potential bidder for the 2015 Disease Management and Behavior Modification Health Coaching RFP.

Exhibit A-2

Response

1	Currently there are two Exhibit A-2 Business Associate Agreement documents housed within the Response Files section of the HighRoads system. Which document are we expected to use?	Please refer to the Q&A document that was sent on April 15. Bidders should utilize the revised Exhibit A-2 that was posted on April 15.
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