

Introduction

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

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

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

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

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

MCHCP's Contracting Intentions:

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

Minimum Bidder Requirements

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

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

Background Information

- Missouri Consolidated Health Care Plan is governed by the provisions of Chapter 103 of the Revised Statutes of Missouri. Under the law, MCHCP is directed to procure health care benefits

for most state employees. The law also authorizes non-state public entities and participating higher education entities to participate in the plan. Rules and regulations governing the plan can be found by following this link <http://www.sos.mo.gov/adrules/csr/current/22csr/22csr.asp>.

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

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

- Current membership in the dental plan is as follows:

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

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

- For state members, MCHCP, MoDOT, MSHP and MDC do not contribute to the monthly premium cost. The entire premium is paid by the subscriber. Members must enroll for the entire plan year except as noted in Exhibit B-Scope of Work.
- MCHCP offers the optional dental plan to public entity employers who participate with MCHCP’s medical coverage. Public entities participating with MCHCP may opt to add or drop the dental plan at each annual enrollment period. For public entities, the dental subscriber enrollment must match the medical enrollment, and 50 percent of the dependents enrolled in medical must enroll in the dental plan. Members must enroll for the entire plan year.

Assumptions and Considerations

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

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

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

Proposal Instructions

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

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

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

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

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

Contract Term

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

Clarification of Requirements

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

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

Schedule of Events

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

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

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

Questions

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

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

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

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

Proposal Deadline

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

Disclaimers

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

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

Confidentiality and Proprietary Materials

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

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

Evaluation Process

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

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

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

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

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

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

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

Evaluation Criteria

Non-financial:

Provider Network	170 points
Vendor Profile	90 points
Customer Service	90 points
Account Management and Implementation	60 points
Claims Administration	30 points
Performance Guarantees	50 points
Technology and Security	85 points
Reporting	15 points
Access to Services	<u>10 points</u>
Sub-total – Non-financial points	600 points
Bonus Points – MBE/WBE Participation Commitment	10 points

Financial:

Price	400 points
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Finalist Evaluation:

References	40 points
Finalist Interview	60 points

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

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

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

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

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

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

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

Definition -- Qualified MBE/WBE:

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

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

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

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

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

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

Pricing

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

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

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

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

Finalist Interview

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

Negotiation and Contract Award

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

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

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

Renewal of Contract

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

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

Using DirectPath

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

1) **Items Requiring a Response:**

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

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

2) Reference Files from Event Administrator:

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

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

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

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

Responding to Questionnaires

We have posted two forms for your response:

- Dental Questionnaire
- Mandatory Contract Provisions Questionnaire

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

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

Completing Response Documents

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

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

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

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

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

Completing Pricing Worksheets

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

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

Notes Regarding Pricing

Fee quotes should assume:

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

Submitting Bids

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

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

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

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

RFP Checklist

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

Type	Document Name
Questionnaire	Dental Questionnaire
Questionnaire	Mandatory Contract Provisions Questionnaire
Pricing/Bid	Dental Pricing
Response	Exhibit A-1 Intent to Bid.docx DUE: Friday, March 9, 2018
Response	Exhibit A-2 Limited Data Use Agreement.docx DUE: Friday, March 9, 2018
Response	Exhibit A-3 Proposed Bidder Modifications.docx
Response	Exhibit A-4 Confirmation Document.docx
Response	Exhibit A-5 Contractor Certification.docx

Response	Exhibit A-6 MBE-WBE Intent to Participate Document.docx
Response	Exhibit A-7 Provider Match.xlsx
Response	Exhibit A-8 Sample MCHCP Contract.docx
Response	Exhibit A-9 MCHCP Business Associate Agreement.docx
Reference	Introduction and Instructions – 2019 MCHCP Dental RFP.pdf
Reference	Attachment 1 – Enrollee file layouts.docx
Reference	Attachment 2 – MCHCP Enrollee file.xlsx (access to this file is granted after receipt of the signed Limited Data Use Agreement)
Reference	Attachment 3 – MoDOT Enrollee file.xlsx (access to this file is granted after receipt of the signed Limited Data Use Agreement)
Reference	Attachment 4 – MDC Enrollee file.xlsx (access to this file is granted after receipt of the signed Limited Data Use Agreement)
Reference	Attachment 5 – Dental Enrollee file.xlsx (access to this file is granted after receipt of the signed Limited Data Use Agreement)
Reference	Attachment 6 – Limitations and Exclusions.docx
Reference	Attachment 7 – Example Provider file layout.xlsx
Reference	Attachment 8 – Claim file layout.docx
Reference	Attachment 9 – Dental Experience.xlsx
Reference	Exhibit B – Scope of Work (Dental RFP).docx
Reference	Exhibit C – General Provisions.docx

Contact Information

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

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

SECTION B
SCOPE OF WORK

B1. GENERAL REQUIREMENTS

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

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

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

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

B2.3 Termination: The contractor must agree that:

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

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

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

B2.4 Continuation of Coverage:

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

B3. LEVEL OF BENEFITS

B3.1 The contractor must administer the minimum benefits, in terms of covered services and member responsibility, as described in the stated plan design. Bidders may separately propose additional services or options to be included in the plan design at MCHCP's discretion. Limitations and exclusions are provided in Attachment 6.

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

B3.3 Under no circumstances shall the contractor require a member to pay for any dental services except for stated premiums, deductibles, co-payments, coinsurance and non-covered services. Members shall not be required to pay any additional enrollment fees, application fees or other charges in addition to the monthly premium.

B4. REPORTING REQUIREMENTS

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

B4.2 MCHCP reserves the right to retain a third party contractor (currently Truven Health Analytics®, part of the IBM Watson Health) to receive claims-level data from the contractor and store the data

on MCHCP's behalf. This includes a full claim file including, but not limited to all financial, demographic and utilization fields. The contractor agrees to cooperate with MCHCP's designated third party contractor in the fulfillment of the contractor's duties under this contract, including the provision of data as specified without constraint on its use.

The contractor shall agree to:

- B4.2.1 Provide claims, person-level capitation and utilization data to MCHCP and/or MCHCP's data vendor in a format specified by MCHCP with the understanding that the data shall be owned by MCHCP;
 - B4.2.2 Provide data in an electronic form and within a time frame specified by MCHCP;
 - B4.2.3 Place no restraints on use of the data, provided MCHCP has in place procedures to protect the confidentiality of the data consistent with HIPAA requirements; and
 - B4.2.4 This obligation continues for a period of one year following contract termination.
- B4.3 The contractor shall submit standard reports to MCHCP on a quarterly and annual basis. MCHCP and the contractor will negotiate the format and content upon award of this contract. The reports shall be submitted to MCHCP quarterly and are due within 30 days of the end of the quarter reported. Annual reports are due within 45 days of the end of the year.
- B4.4 The contractor shall provide quarterly reports detailing customer service telephone answer time and abandonment. A sample of the bidder's standard reports must be submitted with the proposal. The reports shall be submitted to MCHCP quarterly and are due within 30 days of the end of the quarter reported.
- B4.5 At the request of MCHCP and at the contractor's expense, the contractor agrees to conduct an annual customer satisfaction survey, and provide MCHCP with all information and responses in connection therewith.
- B4.6 At the request of MCHCP, the contractor shall submit additional ad hoc reports on information and data readily available to the contractor.
- B4.7 MCHCP will determine the acceptability of all reports submitted based upon timeliness, format and content. If reports are not deemed to be acceptable or have not been submitted as requested, the contractor will receive written notice to this effect and the applicable liquidated damages, as defined in Section 10 of the Dental Questionnaire, will be assessed.

B5. PAYMENTS

- B5.1 The contractor shall agree that the monthly premium due the contractor will be self-billed and will be initiated for electronic payment via automated clearing house (ACH) on the twentieth of the month following the month of coverage. MCHCP will remit all payments and provide all associated reports electronically.
- B5.2 The contractor shall have the right to audit appropriate MCHCP records to determine the accuracy of the monthly premium paid.

B5.2.1 Any discrepancies must be identified by the contractor within 90 days after receipt of the payment and such discrepancy must be submitted in writing to MCHCP. Failure to identify a discrepancy within the time frame stated shall be considered as acceptance of MCHCP's calculations, payment and records.

B6. GENERAL SERVICE REQUIREMENTS

B6.1 The contractor shall agree that any state and/or federal laws and applicable rules and regulations enacted during the terms of the contract which are deemed by MCHCP to necessitate a change in the contract shall be incorporated into the contract. MCHCP will review any request for additional fees or premium resulting from such changes and retains final authority to make any changes. A consultant may be utilized to determine the cost impact.

B6.2 The contractor must agree that during the life of the contract or any extension thereof, MCHCP and auditors designated by MCHCP shall have access to and the right to examine any pertinent books, documents, papers, or records of the contractor involving any and all transactions related to the performance of the contract. Also, the contractor must furnish all information necessary for MCHCP to comply with all state and/or federal regulations. MCHCP would be responsible for the cost of any such audit or review.

B6.3 The contractor must have an active, current website that is updated regularly. MCHCP members must be able to access this site to obtain current listings of active network providers and other information. If MCHCP discovers that provider information contained at the contractor's website is inaccurate, MCHCP will notify the contractor immediately. The contractor must correct inaccuracies within 10 days of being notified by MCHCP.

B6.4 Appeal/Grievance Procedure

B6.4.1 The contractor shall have the responsibility to perform a complete investigation of all complaints, grievances and appeals and make decisions regarding dental necessity and the provision of services or benefits.

B6.4.2 The contractor shall have a timely and organized system for resolving members' complaints and grievances in compliance with state and federal laws and regulations, as amended.

B6.4.3 If the member's grievance is not resolved to his or her satisfaction, the member has the right to a formal appeal to the contractor. The contractor's appeal process shall be in compliance with state and federal laws and regulations as amended.

B7. ACCOUNT MANAGEMENT

B7.1 The contractor shall establish and maintain throughout the term of the contract an account management team that will work directly with MCHCP staff. This team must include, but is not limited to, a dedicated account executive, a customer service manager, clinical advisor, a person responsible for preparing the reports and an information technology representative. Approval of the account management team rests with MCHCP. The account executive and service representative(s) will deal directly with MCHCP's benefit administration staff. The account management team must:

- B7.1.1 Be able to devote the time needed to the account, including being available for telephone and on-site consultation with MCHCP. Bidders who are not committed to account service will not receive serious consideration.
 - B7.1.2 Be extremely responsive.
 - B7.1.3 Be comprised of individuals with specialized knowledge of the contractor's networks, claims and eligibility systems, system reporting capabilities, claims adjudication policies and procedures, administrative services, and relations with third parties.
 - B7.1.4 Be thoroughly familiar with virtually all of the contractor's functions that relate directly or indirectly to the MCHCP account.
 - B7.1.5 Act on behalf of MCHCP in cutting through the bureaucracy of the contractor's organization. The account management team must be able to effectively advance the interest of MCHCP through the contractor's corporate structure.
 - B7.1.6 The contractor agrees to provide MCHCP with at least 15 days advance notice of any material change to its account management and servicing methodology or to a personnel change in the contractor's account management and servicing team.
- B7.2 MCHCP requires the contractor to meet with MCHCP staff and/or Board of Trustees as requested to discuss the status of the MCHCP account in terms of utilization patterns and costs, as well as propose new ideas that may benefit MCHCP and its members.
- B7.2.1 The contractor is expected to present actual MCHCP claims experience and offer suggestions as to ways the benefit could be modified in order to reduce costs or improve the health of MCHCP members. Suggestions must be modeled against actual MCHCP membership and claims experience to determine the financial impact as well as the number of members impacted.
 - B7.2.2 The contractor must also present benchmark data by using the plan's entire book of business, a comparable client to MCHCP, or some other industry norm.

B8. CUSTOMER SERVICE

- B8.1 The contractor must provide a high quality and experienced customer service unit. The dental plan staff members must be fully trained in the MCHCP benefit design, and the contractor must have the ability to track and report performance in terms of telephone response time, call abandonment rate, and the number of inquiries made by type. See B4.4 for customer service reporting requirements.
- B8.2 The contractor shall maintain a toll-free telephone line to provide prompt access for members and providers to qualified customer service personnel. At a minimum, customer service must be available between the hours of 8:00 a.m. and 5:00 p.m. CT Monday through Friday except for designated holidays.
- B8.3 The contractor must have a customer service unit in place to answer member inquiries regarding, but not limited to, network and benefit issues.

- B8.4 The contractor shall refer any and all questions received from members regarding eligibility or premiums to MCHCP.
- B8.5 The contractor is responsible for developing, printing and mailing any necessary identification cards directly to the member's home. The contractor is responsible for these production and mailing costs.
- B8.6 The contractor shall agree that MCHCP reserves the right to review and approve all written communications and marketing materials developed and used by the contractor to communicate specifically with MCHCP members at any time during the contract period. This does not refer to items such as provider directories and plan-wide newsletters as long as they do not contain information on eligibility, enrollment, benefits, rates, etc., which MCHCP must review. Notwithstanding the foregoing, nothing herein prohibits contractor from communicating directly with members in the regular course of providing services under the contract (e.g., responding to member inquiries, etc.).
- B8.7 No provider may be listed on the contractor's website or distributed to the membership through the dental plan's customer service unit unless a signed contract is in place. In the event a plan provides incorrect information and a member seeks treatment based on that information, the contractor agrees to recognize and be financially responsible for any services rendered by that provider, under the terms of this contract, as if the provider had been under contract.
- B8.8 The contractor must provide MCHCP members with a toll-free number to request provider directories. These directories must be mailed to the member within three business days of receipt of such request. The contractor bears all costs for printing and mailing these materials. Contractors are also required to provide this information via their web site.

B9. INFORMATION TECHNOLOGY AND ELIGIBILITY FILE

- B9.1 The contractor shall be able to accept all MCHCP eligibility information on a weekly basis utilizing the ASC X12N 834 (005010X095A1) transaction set. MCHCP will supply this information in an electronic format and the contractor must process such information within 24 hours of receipt. The contractor must provide a technical contact that will provide support to MCHCP Information Technology Department for EDI issues. MCHCP is willing to work with the contractor on these requirements after the contract is awarded.
- B9.1.1 It is MCHCP's intent to send a transactional based eligibility file weekly and a periodic full eligibility reconciliation file.
- B9.1.2 MCHCP will provide a recommended data mapping for the 834 transaction set to the contractor after the contract is awarded.
- B9.1.3 After processing each file, the contractor will provide a report that lists any errors and exceptions that occurred during processing. The report will also provide record counts, error counts and list the records that had an error, along with an error message to indicate why it failed. A list of the conditions the contractor audits will be provided to ensure the data MCHCP is sending will pass the contractor's audit tests.
- B9.1.4 The contractor shall provide access to view data on their system to ensure the file MCHCP sends is correctly updating the contractor's system.

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

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

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

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

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

B10. IMPLEMENTATION

B10.1 The contractor and MCHCP must agree to a final implementation schedule within 30 days of the contract award. At a minimum, the timeline must include the required dates for the following activities:

- Testing of eligibility file;
- Acceptable date for final eligibility file;
- ID card production and distribution;
- Enrollment kit printing
- Testing of claim file to data warehouse vendor

B10.2 The contractor must have a customer service unit in place to answer member inquiries. Note: Open enrollment is anticipated to be October 1-31, 2018 with coverage effective January 1, 2019. At a minimum, the customer service unit must be able to address network and benefit issues.

B11. CONTRACTED NETWORK

B11.1 The contractor must have in place a contracted provider network which will offer access to all MCHCP members nationwide.

B11.2 The offered network must include a full range of general dental practitioners and dental specialists. Contractors are responsible for having a network available that can provide access to all covered services under this contract.

B11.3 MCHCP requires that network providers be responsible for obtaining all necessary pre-certifications, pre-authorizations, and filing claims for members.

B11.4 At a minimum, ninety percent (90%) of MCHCP members shall have access to a network general dentist provider within twenty (20) miles of their zip code.

B12. MCHCP REQUIREMENTS AND SERVICE

B12.1 MCHCP will provide the following administrative services to assist the contractor:

- Certification of eligibility
- Enrollments (new, change, and terminations) in an electronic format
- Maintenance of individual eligibility and membership data
- Payment of monies due the contractor
- Coordination of open enrollment period
- Administration of COBRA regulations

EXHIBIT C
GENERAL PROVISIONS

C1. TERMINOLOGY AND DEFINITIONS

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

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

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

C2. GENERAL BIDDING PROVISIONS

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

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

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

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

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

C3. PREPARATION OF PROPOSALS

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

C4. DISCLOSURE OF MATERIAL EVENTS

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

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

C5. COMPLIANCE WITH APPLICABLE FEDERAL LAWS

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

ATTACHMENT 1

LAYOUT FOR MCHCP ENROLLEE FILE (Attachment 2)

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

Total record count = 97,403

ATTACHMENT 1

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

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

Total record count = 18,129

ATTACHMENT 1

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

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

Total record count = 3,594

ATTACHMENT 1

LAYOUT FOR MCHCP DENTAL ENROLLEE FILE (Attachment 5)

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

Total record count = 81,510

Attachment 6

Limitations and Exclusions – Dental Plan

Limitations

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

Exclusions

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

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

Attachment 7 Sample Provider File Layout

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

**Attachment 8
Claim File Layout**

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

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

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

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

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

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

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

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

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