

2019 Electronic-Based Weight Management Program RFP – Introduction and Instructions

Introduction

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

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

MCHCP's Contracting Intentions:

- Any contract awarded from this RFP will be effective January 1, 2019.
- MCHCP intends to award one-year contract(s) with up to four possible one-year renewals. Bidders are required to submit firm, fixed prices for 2019 and not-to-exceed prices for 2020 and 2021. Rates for 2022 and 2023 will be negotiated.
- Pricing and benefits are subject to negotiation prior to contract award and renewal each year.
- Bidders should understand that MCHCP views its foremost obligation as providing efficient and effective services to its membership. MCHCP will aggressively pursue and implement measures toward meeting this goal. Bidders are strongly encouraged to demonstrate in their response to this RFP that they share a common vision and commitment.

Minimum Bidder Requirements

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

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

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- **Contract** – Bidders shall not link nor attempt to link (unless permitted by this RFP), the award of this contract to any other bids, products or contracts. Any bid proposal containing any contingency based upon MCHCP’s actual or potential awards of contracts, whether or not related specifically to this RFP, or containing pricing contingencies, shall result in such bid proposal being rejected for non-responsiveness and non-compliance with this RFP
- **Timely Submission** – All deadlines outlined are necessary to meet the timeline for this contract award. MCHCP may reject any submissions after respective deadlines have passed. All bidder documents and complete proposals must be received by the proposal deadline of June 4, 2018, as outlined in the timeline of events for this RFP. Late proposals will not be accepted. MCHCP reserves the right to modify a deadline or extend a deadline **for all bidders**, at its discretion.

Background Information

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

Assumptions and Considerations

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

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

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

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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. Your responses to all questions must be based on your current proven capabilities. You should describe your future capabilities only as a supplement to your current capabilities.

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

Proposals must be valid until January 1, 2019. If a contract is awarded, the cost proposal shall remain firm for the specified contract period.

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

Contract Term

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

Clarification of Requirements

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

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

Schedule of Events

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

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

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

Questions

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

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

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

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

Proposal Deadline

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

Disclaimers

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

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

Confidentiality and Proprietary Materials

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

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

Evaluation Process

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

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

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

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

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

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

After determining that a proposal satisfies the mandatory requirements stated in the RFP, the comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published

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

Evaluation Criteria

Vendor Profile	80 points
Enrollment/Engagement	75 points
Electronic-Based Weight Management Program	100 points
Staffing	25 points
Program Integration	50 points
Communication Support	35 points
Implementation and Account Management	45 points
Educational Content, Tools and Resources	20 points
Outcomes Measurement and Reporting	50 points
Technology and Security	50 points
Performance Guarantees	<u>70 points</u>
Sub-total – Non-financial points	600 points
Bonus Points – MBE/WBE Participation Commitment	10 points
Financial Proposal	400 points
<u>Finalist Evaluation:</u>	
Finalist Interview, References and/or Site Visit	100 points

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

The bidder's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process. A maximum of MBE/WBE participation points of 10 points will be awarded based on the participation amount proposed by the bidder. Awarded MBE/WBE participation points will be added to the non-financial points earned by the bidder and will be included to determine if a bidder meets the 85 percent threshold to obtain finalist status.

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

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

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

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

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

Definition -- Qualified MBE/WBE:

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

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

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

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

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

Pricing

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

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

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

Finalist Interview

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

Negotiation and Contract Award

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

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

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

Renewal of Contract

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

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

Using DirectPath

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

1) **Items Requiring a Response:**

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

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2) Reference Files from Event Administrator:

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

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

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

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

Responding to Questionnaires

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

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

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

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

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

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

Notes Regarding Pricing

Quotes should assume:

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

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

Completing Other Response Documents

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

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

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

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

RFP CHECKLIST

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

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

Contact Information

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

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

EXHIBIT B
SCOPE OF WORK

B1. GENERAL REQUIREMENTS

- B1.1 In accordance with the provisions and requirements of this document and on behalf of Missouri Consolidated Health Care Plan (herein referred to as MCHCP), the contractor shall provide electronic-based weight management program services for certain MCHCP members enrolled in an MCHCP health plan. The contractor understands that in carrying out its mandate under the law, MCHCP is bound by various statutory, regulatory and fiduciary duties and responsibilities and contractor expressly agrees that it shall accept and abide by such duties and responsibilities when acting on behalf of MCHCP pursuant to this engagement. Contractor agrees that any and all subcontracts entered into by the contractor for the purpose of meeting the requirements of this contract are the responsibility of the contractor. MCHCP will hold contractor responsible for assuring that subcontractors meet all of the requirements of this contract and all amendments thereto. Contractor must provide complete information regarding each subcontractor used by the contractor to meet the requirements of this contract.
- B1.2 The contractor must maintain sufficient liability insurance, including but not limited to general liability, professional liability, and errors and omissions coverage, to protect MCHCP against any reasonably foreseeable recoverable loss, damage or expense under this engagement.
- B1.3 The contractor is obligated to follow the performance standards as agreed to in Section 12 of the Electronic-Based Weight Management Program RFP Questionnaire.
- B1.4 The contractor shall agree that any state and/or federal laws and applicable rules and regulations enacted during the terms of the contract which are deemed by MCHCP to necessitate a change in the contract shall be incorporated into the contract automatically. MCHCP will review any request for additional fees resulting from such changes and retains final authority to make any changes. A consultant may be utilized to determine the cost impact.

B2. ELIGIBILITY

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

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

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

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

B4. GENERAL SERVICE REQUIREMENTS

- B4.1 The contractor shall agree that any state and/or federal laws and applicable rules and regulations enacted during the terms of the contract which are deemed by MCHCP to necessitate a change in the contract shall be incorporated into the contract automatically. MCHCP will review any request for additional fees resulting from such changes and retains final authority to make any changes. A consultant may be utilized to determine the cost impact.
- B4.2 The contractor must agree that during the life of the contract or any extension thereof, MCHCP and auditors designated by MCHCP shall have access to and the right to examine any pertinent books, documents, papers, or records of the contractor involving any and all transactions related to the performance of the contract. Also, the contractor must furnish all information necessary for MCHCP to comply with all state and/or federal regulations. MCHCP would be responsible for the cost of any such audit or review.

B5. ACCOUNT MANAGEMENT

- B5.1 The contractor shall establish and maintain throughout the term of the contract an account management team that will work directly with MCHCP staff. This team must include, but is not limited to, a dedicated account executive, a customer service manager and a medical director. Approval of the account management team rests with MCHCP. The account executive and service representative(s) will deal directly with MCHCP's benefit administration staff. The account management team must:
 - B5.1.1 Be able to devote the time needed to the account, including being available for frequent telephone and on-site consultation with MCHCP. Proposers who do not demonstrate a commitment to account service will not receive serious consideration.
 - B5.1.2 Be extremely responsive. All inquiries from MCHCP must be acknowledged within eight (8) hours of receipt.

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

B6. COMMUNICATIONS AND CUSTOMER SUPPORT

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

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

B7. INFORMATION TECHNOLOGY AND ELIGIBILITY FILE

- B7.1 The contractor shall be able to accept all MCHCP eligibility information on a weekly basis utilizing the ASC X12N 834 (005010X095A1) transaction set. MCHCP will supply this information in an electronic format and the contractor must process such information within 24 hours of receipt. The contractor must provide a technical contact that will provide support to MCHCP Information Technology Department for EDI issues. MCHCP is willing to work with the contractor on these requirements after the contract is awarded.
- B7.1.1 It is MCHCP's intent to send a transactional based eligibility file weekly and a periodic full eligibility reconciliation file.
- B7.1.2 MCHCP will provide a recommended data mapping for the 834 transaction set to the contractor after the contract is awarded.
- B7.1.3 After processing each file, the contractor will provide a report that lists any errors and exceptions that occurred during processing. The report will also provide record counts, error counts and list the records that had an error, along with an error message to indicate

why it failed. A list of the conditions the contractor audits will be provided to ensure the data MCHCP is sending will pass the contractor's audit tests.

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

B7.1.5 The contractor shall provide MCHCP with a monthly file ("eligibility audit file") in a mutually agreed upon format of contractor's eligibility records for all eligible MCHCP members. Such file shall be utilized by MCHCP to audit contractor's records. Such eligibility audit file shall be provided to MCHCP no later than the second Thursday of each month.

B7.2 The contractor must be able to support single sign-on from MCHCP's Member Portal to the contractor's Member Portal utilizing Security Assertion Markup Language (SAML).

B7.3 The contractor must work with MCHCP to develop a schedule for testing of the eligibility test record set on electronic media. MCHCP requires that the contractor accept and run an initial test record set no later than September 28, 2018. Results of the test must be provided to MCHCP by October 12, 2018.

B8. IMPLEMENTATION

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

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

B9. REPORTING

B9.1 The contractor agrees that all data required by MCHCP shall be confidential and will not be public information. The contractor further agrees not to disclose this or similar information to any competing company, either directly or indirectly.

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

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

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

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

B10. PERFORMANCE STANDARDS

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

B11. CLAIMS AND PAYMENT

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

B12. MCHCP REQUIREMENTS AND SERVICE

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

EXHIBIT C
GENERAL PROVISIONS

C1. TERMINOLOGY AND DEFINITIONS

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

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

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

C2. GENERAL BIDDING PROVISIONS

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

regarding specifications, requirements, competitive procurement process, etc., must be directed to MCHCP via the messaging tool on the DirectPath web site, as indicated on the last page of the *Introduction and Instructions* document of the RFP. Such communication must be received no later than Tuesday, May 15, 2018, 4 p.m. CT (5 p.m. ET).

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

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

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

C3. PREPARATION OF PROPOSALS

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

C4. DISCLOSURE OF MATERIAL EVENTS

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

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

C5. COMPLIANCE WITH APPLICABLE FEDERAL LAWS

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