



April 14, 2015

TO: Invited Vendors

FROM: Judith Muck, Executive Director

RE: Request for Proposal for Vision Services

Missouri Consolidated Health Care Plan (MCHCP) will be working with HighRoads, an online request for proposal (RFP) system, in the marketing of the 2016 MCHCP Vision RFP for a January 1, 2016 effective date. You are invited to submit a proposal for these services. We believe that you will find this RFP a great potential opportunity for your organization.

MCHCP is the employee health benefit program for most State of Missouri employees, retirees and their families. This contract provides for a voluntary, fully-insured vision program on a national basis to state members of MCHCP. Missouri Department of Transportation (MoDOT), Missouri State Highway Patrol (MSHP), and Missouri Department of Conservation (MDC) are not included in MCHCP's procurement for medical benefits but are eligible for this vision program.

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

Current state vision plan enrollment is nearly 34,000 subscribers (nearly 65,000 lives). MCHCP's total health plan enrollment is nearly 54,000 subscribers (over 97,000 lives). MoDOT covers approximately 4,600 employees (nearly 11,700 lives), MSHP covers approximately 2,200 employees (5,700 lives), and MDC has approximately 1,400 employees (3,400 lives).

Current public entity vision enrollment is over 600 subscribers (over 1,000 lives). Total public entity health plan enrollment is over 800 subscribers (over 1,100 total lives).

The term of the contract will be one year with an additional two (2) one-year renewal options available at the sole option of the MCHCP Board of Trustees. Bidders are required to provide guaranteed pricing for the plan year beginning January 1, 2016, with not-to-exceed pricing for plan years beginning January 1 of 2017 and 2018.

The contractor must have a network or series of networks that includes both retail-based providers and independent practice providers who provide quality vision care and discounted service fees and assume the risk for vision care for plan participants. This network must include optometrists and/or ophthalmologists and sites to purchase lenses, frames, and contacts.

Current Contract

MCHCP's current contract with National Vision Administrators (NVA) has three, one year renewal options at the sole option of the MCHCP Board of Trustees and will expire on Dec. 31, 2018, if all

options are exercised. MCHCP reserves the right to renew the existing contract with NVA in addition to awarding a new contract as a result of this RFP.

Minimum Bidder Requirements

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

- **Licensing** – The bidder must hold a certificate of authority to do business in the State of Missouri and be in good standing with the office of the Missouri Secretary of State and the Missouri Department of Insurance, Financial Institutions and Professional Registration (DIFP). MCHCP requires the contractor to comply with all state and federal laws, rules and regulations affecting their conduct of business on their own behalf and on behalf of a covered entity such as MCHCP.
- **Data Transfer** – Bidder shall agree to provide claim-level data electronically to MCHCP or designated data vendor (currently Truven Health Analytics) on a monthly basis. Bidders may be required to demonstrate the ability to provide such data before a contract award is made.
- **Size and Experience** – The bidder must currently provide vision coverage to employers that have at least 250,000 covered lives combined and have at least one (1) client with 50,000 covered lives. The bidder must be willing to disclose the name of the large employer client if requested. The bidder must have been in operation and performing the services requested in this RFP for a minimum of five (5) years,
- **Network** – Bidders must offer a contracted vision provider network that includes both retail-based providers and independent practice providers capable of delivering benefits as described in the stated plan designs. MCHCP requires a broad network of both types of providers 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 May 29, 2015, 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.

Intent to Bid

Once the RFP is released, bidders who are interested in submitting a proposal should complete the Intent to Bid (available as a response document within the HighRoads system). The Intent to Bid is due at 4 p.m. CT, Friday, May 8, 2015.

Use of HighRoads

During this RFP process you will find HighRoads' internet-based application offers an opportunity to streamline information exchange. We are confident your organization will find the process straightforward and user-friendly. HighRoads will be contacting you within the next 2-3 days to establish a contact person from your organization and to set up a training session, if necessary. To assist you in preparing for the online proposal process, we have outlined below some important information about this event.

General Instructions

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

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

System Training

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

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












Key Event Information







Online RFP Released	Monday, May 4, 2015 8 a.m. CT (9 a.m. ET)
Intent to Bid Due	Friday, May 8, 2015 4 p.m. CT (5 p.m. ET)
Bidder Question Submission Deadline	Monday, May 11, 2015 4 p.m. CT (5 p.m. ET)
MCHCP Responses to Submitted Questions	Monday, May 18, 2015 4 p.m. CT (5 p.m. ET)
All Questionnaires and Pricing due	Friday, May 29, 2015 4 p.m. CT (5 p.m. ET)

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

We look forward to working with you throughout this process.

plan: Vision Plan Design

		Basic Plan Network	Basic Plan Non-Network	Premium Plan Network	Premium Plan Non-Network
Benefit					
	Examination	\$10 copayment for exam; one exam per calendar year age 18 and over; two exams per calendar year for dependent children under age 18	Reimbursed up to \$45	\$10 copayment for exam; one exam per calendar year age 18 and over; two exams per calendar year for dependent children under age 18	Reimbursed up to \$45
Lenses¹					
	Lenses - single vision	\$25 copayment per pair	Reimbursed up to \$30 per pair	\$25 copayment per pair	Reimbursed up to \$30 per pair
	Lenses - bifocal	\$25 copayment per pair	Reimbursed up to \$50 per pair	\$25 copayment per pair	Reimbursed up to \$50 per pair
	Lenses - trifocal	\$25 copayment per pair	Reimbursed up to \$65 per pair	\$25 copayment per pair	Reimbursed up to \$65 per pair
	Lenses - lenticular	\$25 copayment per pair	Reimbursed up to \$100 per pair	\$25 copayment per pair	Reimbursed up to \$100 per pair
	Polycarbonate	Under age 18 covered 100 percent; Age 18 and over, discount applied to lens option	Not covered	Under age 18 covered 100 percent; Age 18 and over, discount applied to lens option	Not covered
	Anti-Reflective Coating	Discount applied to all lens options	Cosmetic extras not covered	\$30 copayment per pair	Cosmetic extras not covered
	Progressive multit-focal	Discount applied to all lens options	Cosmetic extras not covered	\$50 copayment per pair	Cosmetic extras not covered
Frames					
	Frames	Once every calendar year for under age 18; once every two calendar years for age 18 and older; up to \$125 retail allowance and 20 percent off remaining balance. Up to \$55 Every Day Low Price price-point at Wal-Mart or Sam's Club locations. Discount off remaining balance does not apply at Wal-Mart or Sam's Club locations.	Reimbursed up to \$70	Once every calendar year for under age 18; once every two calendar years for age 18 and older; up to \$175 retail allowance and 20 percent off remaining balance. Up to \$77 Every Day Low Price price-point at Wal-Mart or Sam's Club locations. Discount off remaining balance does not apply at Wal-Mart or Sam's Club locations.	Reimbursed up to \$70
Contact Lenses²					
	Elective lenses	\$10 copayment for exam. Up to \$125 allowance and 15 percent discount (conventional) or 10 percent discount (disposable) off remaining balance. Up to \$92 Every Day Low Price price-point for contact lenses at Wal-Mart or Sam's Club locations. Discount off remaining balance does not apply at Wal-Mart or Sam's Club locations.	Reimbursed up to \$45 for exam; up to \$105 for contact lenses	\$10 copayment for exam. Up to \$175 allowance and 15 percent discount (conventional) or 10 percent discount (disposable) off remaining balance. Up to \$129 Every Day Low Price price-point for contact lenses at Wal-Mart or Sam's Club locations. Discount off remaining balance does not apply at Wal-Mart or Sam's Club locations.	Reimbursed up to \$45 for exam; up to \$105 for contact lenses
	Medically Necessary	\$10 copayment for exam. Additional costs covered at 100 percent	Reimbursed up to \$45 for exam; Contact lenses, evaluation, design and fitting reimbursed	\$10 copayment for exam. Additional costs covered at 100 percent	Reimbursed up to \$45 for exam; Contact lenses, evaluation, design and fitting reimbursed up

			up to \$210		to \$210
	Contact Lens Evaluation/Fitting	\$20 copayment (daily wear); \$30 copayment (extended wear); \$50 copayment (specialty wear)	\$20 copayment (daily wear); \$30 copayment (extended wear); \$50 copayment (specialty wear)	\$20 copayment (daily wear); \$30 copayment (extended wear); \$50 copayment (specialty wear)	\$20 copayment (daily wear); \$30 copayment (extended wear); \$50 copayment (specialty wear)
Corrective Laser Surgery					
	PRK	Maximum amount paid by member is \$1,500 per eye	Not covered	Maximum amount paid by member is \$1,500 per eye	Not covered
	LASIK	Maximum amount paid by member is \$1,800 per eye	Not covered	Maximum amount paid by member is \$1,800 per eye	Not covered
	Custom LASIK	Maximum amount paid by member is \$2,300 per eye	Not covered	Maximum amount paid by member is \$2,300 per eye	Not covered
Other					
	Cosmetic	Discount applied to all lens options	Cosmetic extras not covered	Discount applied to all lens options	Cosmetic extras not covered
	Low Vision Benefit	Testing covered in full twice every two calendar years; Low vision aids covered at 75 percent up to \$1,000 every two calendar years; Maximum benefit for low vision testing and aids is \$1,000 every two calendar years.	Not covered	Testing covered in full twice every two calendar years; Low vision aids covered at 75 percent up to \$1,000 every two calendar years; Maximum benefit for low vision testing and aids is \$1,000 every two calendar years.	Not covered

1 Once every calendar year

2 Once every calendar year in lieu of eye glass lenses

Instructions

Instructions

	Notes
Premium	Bidders must propose a firm, fixed monthly premium for CY2016 and not-to-exceed monthly premiums for CY2017 and CY2018 for State and Public Entity employees/retirees. Bidders must also submit pricing for both plan designs.
Renewal	Renewal pricing for future contract years is due no later than May 15 of the prior year.
COBRA	For each COBRA participant, the additional 2 percent of total monthly premium will be retained by MCHCP.
Supplemental Pricing	Bidders may use Supplemental Pricing for any optional services that are not included in the premium. Optional services that could be listed include an on-line reporting utility, ID card customization costs, etc. Include the basis for payment (PEPM, one-time fee, etc) in the Basis for Payment column.

State Rates

State Rates - Multiple Contractors

	2016 Basic Plan Monthly Rate	2016 Premium Plan Monthly Rate	2017 Basic Plan Monthly Rate	2017 Premium Plan Monthly Rate	2018 Basic Plan Monthly Rate	2018 Premium Plan Monthly Rate
Active Employees						
Employee Only						
Employee + Spouse						
Employee + Child(ren)						
Employee + Family						
Retirees						
Retiree Only						
Retiree+Spouse						
Retiree+Child(ren)						
Retiree+Family						

PE Rates

Public Entity Rates - Multiple Contractors

	2016 Basic Plan Monthly Rate	2016 Premium Plan Monthly Rate	2017 Basic Plan Monthly Rate	2017 Premium Plan Monthly Rate	2018 Basic Plan Monthly Rate	2018 Premium Plan Monthly Rate
Active Employees						
Employee Only						
Employee + Spouse						
Employee + Child(ren)						
Employee + Family						
Retirees						
Retiree Only						
Retiree+Spouse						
Retiree+Child(ren)						
Retiree+Family						

Supplemental Pricing

Supplemental Pricing

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

Exhibit A-1

Intent to Bid – 2016 MCHCP Vision RFP (Signing this form does not mandate that a vendor must bid)

Please complete this form following the steps listed below:

- 1) Fill this form out electronically and sign it with your electronic signature.
- 2) Upload the completed document to the **Response Documents** area of the RFP, no later than **Friday, May 8, 2015, at 4 p.m. CT (5 p.m. ET).**

Minimum Bidder Requirements

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

- **Licensing** – The bidder must hold a certificate of authority to do business in the State of Missouri and be in good standing with the office of the Missouri Secretary of State and the Missouri Department of Insurance, Financial Institutions and Professional Registration (DIFP). MCHCP requires the contractor to comply with all state and federal laws, rules and regulations affecting their conduct of business on their own behalf and on behalf of a covered entity such as MCHCP.
- **Data Transfer** – Bidder shall agree to provide claim-level data electronically to MCHCP or designated data vendor (currently Truven Health Analytics) on a monthly basis. Bidders may be required to demonstrate the ability to provide such data before a contract award is made.
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This form will serve as confirmation that our organization has received the 2016 MCHCP Vision RFP.

We intend to submit a complete proposal.

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

Name of Organization

Signature of Plan Representative

Title of Plan Representative

Date

EXHIBIT A-2
LIMITED DATA USE AGREEMENT

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

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

Name of Custodian:
Name of Company:
Street Address:
City, State and Zip Code:
Phone Number w/ Area Code:
E-mail Address:

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

violate HIPAA if used or disclosed in like manner by MCHCP. MCHCP's demographic file is used solely for the following:

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

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

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

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

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

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

(Name/Title of Individual)

(State Agency/Organization)

(Street Address)

(City/State/ZIP Code)

(Phone Number Including Area Code)

(E-mail Address)

Signature

Date

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

Judith Muck, Executive Director
Missouri Consolidated Health Care Plan

Date

EXHIBIT A-3

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) between the Missouri Consolidated Health Care Plan (hereinafter “Covered Entity” or “MCHCP”) and XXX (hereinafter “Business Associate”) is entered into as a result of the business relationship between the parties in connection with services requested and performed in accordance with the 2016 Vision Services Request for Proposal released XXXXXX (“RFP”) and under Contract #, as renewed and amended, (hereinafter the “Contract”).

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

1 Purpose.

The Contract addresses and relates to the implementation, administration, and provision of fully-insured vision plans for eligible State and Public Entity MCHCP members by XXXX for and on behalf of MCHCP.

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

2 Definitions.

2.1 For purposes of this Agreement:

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

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

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

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

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

3 **Obligations and Activities of Business Associate.**

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

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

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

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

- MCHCP's Privacy Officer → currently, Abigail Hartnett, (573) 526-3144, Abby.Hartnett@mchcp.org, 832 Weathered Rock Court, Jefferson City, MO 65101
- MCHCP's Security Officer → currently, Bruce Lowe, (573) 526-3114, Bruce.Lowe@mchcp.org, 832 Weathered Rock Court, Jefferson City, MO 65101

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

3.4.3 The notice shall include to the fullest extent possible:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 3.8 PHI Disclosure Accounting. Business Associate agrees to document, maintain, and make available to MCHCP within seven (7) calendar days of a request from MCHCP for all disclosures made by or under the control of Business Associate or its subcontractors that are subject to accounting, including all information required, under § 164.528 to satisfy MCHCP's obligations regarding accounting of disclosures of PHI.
- 3.8.1 If Business Associate receives a request for accounting directly from an individual, Business Associate agrees to refer the individual, and promptly forward the individual's request, to MCHCP so that MCHCP can evaluate, coordinate and prepare a timely response to the individual's request.
- 3.8.2 In addition to the provisions of 3.8.1, all PHI accounting requests received by Business Associate directly from the individual shall be acted upon by Business Associate as a request from MCHCP for purposes of Business Associate's obligations under this section. Unless directed by MCHCP to respond directly to the individual, Business Associate shall provide all accounting information subject to disclosure under § 164.528 to MCHCP within seven (7) calendar days of the individual's request for accounting.
- 3.9 Privacy of PHI. Business Associate agrees to fully comply with all provisions of Subpart E of 45 CFR Part 164 that apply to MCHCP to the extent Business Associate has agreed or assumed responsibilities under the Contract or this Agreement to carry out one or more of MCHCP's obligation(s) under 45 CFR Part 164 Subpart E.
- 3.10 Internal Practices, Books, and Records. Upon request of MCHCP or the Secretary, Business Associate will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of MCHCP available to MCHCP and/or the Secretary in a time and manner designated by MCHCP or the Secretary for purposes of determining MCHCP's and/or Business Associate's compliance with the HIPAA Rules.
- 4 **Permitted Uses and Disclosures of PHI by Business Associate.**

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

4.1.2 This Agreement permits Business Associate to combine PHI created or received on behalf of MCHCP as authorized in this Agreement with PHI lawfully created or received by Business Associate in its capacity as a business associate of other covered entities to permit data analysis relating to the health care operations of MCHCP and other PHI contributing covered entities in order to provide MCHCP with such comprehensive, aggregate summary reports as specifically required by, or specially requested under, the Contract. 4.2 Authorization by Law. Business Associate may use or disclose PHI as permitted or required by law.

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

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

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

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

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

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

5 **Obligations of MCHCP.**

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

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

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

accordance with MCHCP's written directive in electronic format accessible and decipherable by the MCHCP designated recipient. Following confirmation of receipt and usable access of the transmitted PHI by the MCHCP designated recipient, Business Associate shall destroy all MCHCP-related PHI and thereafter retain no copies in any form for any purpose whatsoever. Within seven (7) business days following full compliance with the requirements of this subsection, an authorized representative of Business Associate shall certify in writing addressed to MCHCP's Privacy and Security Officers that Business Associate has fully complied with this subsection and has no possession, control, or access, directly or indirectly, to MCHCP-related PHI from any source whatsoever.

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

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

7 **Miscellaneous.**

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

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

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

- 7.3 No Third Party Beneficiaries. There is no intent by either party to create or establish third party beneficiary status or rights or their equivalent in any person or entity, other than the parties hereto, that may be affected by the operation of this Agreement, and no person or entity, other than the parties, shall have the right to enforce any right, claim, or benefit created or established under this Agreement.

- 7.4 Amendment. The parties agree to work together in good faith to amend this Agreement from time to time as is necessary or advisable for compliance with the requirements of the HIPAA Rules. Notwithstanding the foregoing, this Agreement shall be deemed amended automatically to the extent any provisions of the Act or the HIPAA Rules not addressed herein become applicable to Business Associate during the term of this Agreement pursuant to and in accordance with any subsequent modification(s) or official and binding legal clarification(s), to the Act or the HIPAA Rules.

- 7.5 Interpretation. Any reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

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

Missouri Consolidated Health Care Plan

XXXXXXXXXXXXXXXXXXXXXXX

By: _____

By: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

EXHIBIT A-4
BIDDER'S PROPOSED MODIFICATIONS TO THE RFP
2016 MCHCP VISION RFP

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

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

Name/Title of Individual

Organization

Signature

Date

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

Executive Director
Missouri Consolidated Health Care Plan

Date

Exhibit A-5

Confirmation Document

Please complete this form following the steps listed below:

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

Yes

No

-
- 2) Bidders are required to submit a firm, fixed price for CY2016 and not-to-exceed prices for CY2017 and CY2018. Prices will be subject to best and final offer which may result from subsequent negotiation. You are advised to review all proposal submission requirements stated in the original RFP and in any amendments, thereto. Confirm that you hereby agree to provide the services and/or items at the prices quoted, pursuant to the requirements of the RFP, including any and all RFP amendments.

Yes

No

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

Name

Title

Date

EXHIBIT A-6

**CONTRACTOR CERTIFICATION
OF COMPLIANCE WITH FEDERAL EMPLOYMENT LAWS
2016 MCHCP VISION RFP**

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

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

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

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

Contractor

By: _____

Title: _____

Date: _____

832 Weathered Rock Court
PO Box 104355
Jefferson City, MO 65110

Phone: 800-701-8881



www.mchcp.org

Judith Muck

Executive Director

CONTRACT AWARD

Date of Award:

Contract Number:

Associated RFP: 2016 Vision RFP

RFP Release Date:

Replaces Contract:

Location(s): Statewide

Period of Contract: January 1, 2016 through December 31, 2016 with two (2) one-year optional extensions

Contractor:

This Contract shall cover the procurement of a **Fully-Insured Vision Plan for State and Public Entity Members** for the Missouri Consolidated Health Care Plan (MCHCP) during the contract period referenced above.

**CONTRACT # XXXX BETWEEN
MISSOURI CONSOLIDATED HEALTH CARE PLAN
AND WINNING CONTRACTOR**

This Contract is entered into by and between Missouri Consolidated Health Care Plan (“MCHCP”) and Winning Contractor (hereinafter “Winning Contractor” or “Contractor”) for the express purpose of providing a fully-insured vision plan for State and Public Entity members effective January 1, 2016, pursuant to MCHCP’s 2016 Vision Services Request for Proposal released <Insert Release Date> (hereinafter “RFP”).

1. GENERAL TERMS AND CONDITIONS

1.1 Term of Contract and Costs of Services: The term of this Contract is for a period of one (1) year from January 1, 2016 through December 31, 2016. This Contract may be renewed for two (2) additional one-year periods at the sole option of the MCHCP Board of Trustees. The submitted pricing arrangement for the first year (January 1 - December 31, 2016) is a firm, fixed price. The submitted prices for the subsequent (2nd - 3rd) years of the contract period (January 1 - December 31, 2017 and January 1 - December 31, 2018 respectively) are guaranteed not-to-exceed maximum prices and are subject to negotiation. Pricing for the one-year renewal periods are due to MCHCP by May 15 for the following year's renewal. All prices are subject to best and final offer which may result from subsequent negotiation.

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

- a. Any future written and duly executed renewal proposals or amendments to this Contract;
- b. This written Contract signed by the parties;
- c. The following Exhibits listed in this subsection below and attached hereto, the substance of which are based on final completed exhibits or attachments required and submitted by Winning Contractor in response to the RFP, finalist negotiations, and superseded by this Contract in accordance with its terms:
 - i. Exhibit A-1 Pricing Pages
 - ii. Exhibit A-2 Proposed Modifications to the RFP
 - iii. Exhibit A-3 Business Associate Agreement
 - iv. Exhibit A-4 Confirmation Document
 - v. Exhibit A-5 Certification of Compliance with State and Federal Employment Laws
 - vi. Exhibit A-6 Performance Guarantees
- d. The original RFP, including any amendments, the mandatory terms of which are deemed accepted and confirmed by WINNING CONTRACTOR as evidenced by WINNING CONTRACTOR’s affirmative confirmations and representations required by and in accordance with the bidder response requirements described throughout the RFP.

Any exhibits or attachments voluntarily offered, proposed, or produced as evidence of WINNING CONTRACTOR’s ability and willingness to provide more or different services not required by the RFP that are not specifically described in this Section or otherwise not included elsewhere in the Contract documents are excluded from the terms of this Contract unless

subsequently added by the parties in the form of a written and executed amendment to this Contract.

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

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

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

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

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

1.6 Notices: Unless otherwise expressly provided otherwise, all notices, demands, requests, approvals, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other during the course of this contract shall be in writing and shall be made by personal delivery, by prepaid overnight delivery, by United States mail postage prepaid, or transmitted by email to an authorized employee of the other party or to any other persons as may be designated by written notice from one party to the other. Notices to MCHCP shall be addressed as follows: Missouri Consolidated Health Care Plan, ATTN: Executive Director, P.O. Box 104355, Jefferson City, MO 65110-4355. Notices to WINNING CONTRACTOR shall be addressed as follows: WINNING CONTRACTOR, Contact Person, Street, City, State, Zip.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2 WINNING CONTRACTOR's Obligations

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

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

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

- Any material adverse change to the financial status or condition of WINNING CONTRACTOR;
- Any merger, sale or other material change of ownership of WINNING CONTRACTOR;

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

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

Upon learning of any such actions, MCHCP reserves the right, at its sole discretion, to terminate this Contract upon providing WINNING CONTRACTOR with thirty days written notice.

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

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

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

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

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

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

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

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

2.7 Indemnification: WINNING CONTRACTOR shall be responsible for and agrees to indemnify and hold harmless MCHCP from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against MCHCP as a result of WINNING CONTRACTOR's, WINNING CONTRACTOR's employees, or WINNING CONTRACTOR's associate or any associate's or subcontractor's failure to comply with section 2.6 of this contract. WINNING CONTRACTOR does not agree to accept any liability for the acts, omissions of eye care professionals delivering services nor for any defects in the material or workmanship of the products or services provided to participants.

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

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

2.10 Insurance and Liability: WINNING 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. WINNING CONTRACTOR shall provide proof of such insurance coverage upon request from MCHCP. MCHCP shall not be required to purchase any insurance against loss or damage to any personal property to which this Contract relates. WINNING CONTRACTOR shall bear the risk of any loss or damage to any personal property in which WINNING CONTRACTOR holds title.

2.11 Hold Harmless: WINNING CONTRACTOR shall hold MCHCP harmless from an indemnify against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent to the extent caused by WINNING CONTRACTOR or WINNING CONTRACTOR's employees or its subcontractors. MCHCP shall not be precluded from receiving the benefits of any insurance WINNING CONTRACTOR may carry which provides for indemnification for any loss or damage of property in WINNING CONTRACTOR's custody and control, where such loss or destruction is to MCHCP's property. WINNING CONTRACTOR shall do nothing to prejudice MCHCP's right to recover against third parties for any loss, destruction, or damage to MCHCP's property. WINNING CONTRACTOR does not agree to accept any liability for the acts, omissions of eye care professionals delivering services nor for any defects in the material or workmanship of the products or services provided to participants. MCHCP shall hold WINNING CONTRACTOR harmless from an indemnify against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent to the extent caused by MCHCP or MCHCP's employees or its subcontractors. MCHCP shall not be precluded from receiving the benefits of any insurance WINNING CONTRACTOR may carry which provides for indemnification for any loss or damage of property in MCHCP's custody and control, where such loss or destruction is to WINNING CONTRACTOR's property. MCHCP shall do nothing to prejudice WINNING CONTRACTOR's right to recover against third parties for any loss, destruction, or damage to WINNING CONTRACTOR's property.

2.12 Assignment: WINNING CONTRACTOR shall not assign, convey, encumber, or otherwise transfer its rights or duties under this Contract without prior written consent of MCHCP. This Contract may terminate in the event of any assignment, conveyance, encumbrance or other transfer by WINNING CONTRACTOR made without prior written consent of MCHCP. Notwithstanding the foregoing, WINNING CONTRACTOR may, without the consent of MCHCP, assign its rights to payment to be received under this Contract, provided that WINNING CONTRACTOR provides written notice of such assignment to MCHCP together with a written acknowledgment from the assignee that any such payments are subject to all of the terms and conditions of this Contract. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in WINNING CONTRACTOR provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company. Any assignment consented to by MCHCP shall be evidenced by a written assignment agreement executed by WINNING CONTRACTOR and its assignee in which the assignee agrees to be legally bound

by all of the terms and conditions of this Contract and to assume the duties, obligations, and responsibilities being assigned. A change of name by WINNING CONTRACTOR, following which WINNING CONTRACTOR's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. WINNING CONTRACTOR shall give MCHCP written notice of any such change of name.

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

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

2.15 Contractor Expenses: WINNING CONTRACTOR will pay and will be solely responsible for WINNING CONTRACTOR's travel expenses and out-of-pocket expenses incurred in connection with providing the services. WINNING CONTRACTOR will be responsible for

payment of all expenses related to salaries, benefits, employment taxes, and insurance for its staff.

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

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

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

2.19 Complaints: WINNING CONTRACTOR shall have the responsibility to perform a complete investigation of all complaints, grievances and appeals, and have a timely and organized system for resolving members' complaints and formal grievances in compliance with state and federal laws and regulations as amended.

3 MCHCP'S OBLIGATIONS

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

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

3.2 Eligibility: All determinations for coverage eligibility will be made by MCHCP. Effective and termination dates of plan participants will be determined by MCHCP. WINNING CONTRACTOR will be notified of enrollment changes through the carrier enrollment eligibility file, by telephone or by written notification from MCHCP. WINNING CONTRACTOR shall

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

3.3 Reporting: MCHCP reserves the right to retain a third party contractor (currently Truven Health Analytics) to receive claims-level data from WINNING 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. If requested by MCHCP, WINNING CONTRACTOR agrees to cooperate with MCHCP's designated third party contractor, if applicable, in the fulfillment of WINNING CONTRACTOR's duties under this contract, including the provision of data as specified without constraint on its use.

3.4 Payment: WINNING CONTRACTOR agrees that the monthly premium due to WINNING CONTRACTOR will be self billed and will be initiated for electronic payment via ACH on the twentieth of the month following the month of coverage. MCHCP will remit all payments and provide all associated reports electronically.

WINNING CONTRACTOR shall have the right to audit appropriate MCHCP records to determine the accuracy of the monthly premium paid. Any discrepancies must be identified by WINNING CONTRACTOR within 90 days after receipt of the payments and such discrepancy must be submitted in writing to MCHCP. Failure to identify a discrepancy within the time frame stated shall be considered an acceptance of MCHCP's calculations and records.

WINNING CONTRACTOR understands that no commissions shall be paid by MCHCP to any broker who is not contracted by MCHCP and no broker commissions shall be paid by MCHCP on any state business.

WINNING CONTRACTOR agrees that the final scheduled payment shall be held until all financial obligations (i.e. performance standard penalties) have been met.

Payment shall not be construed by WINNING CONTRACTOR as acceptance of the service performed by WINNING CONTRACTOR. MCHCP reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. WINNING CONTRACTOR agrees that MCHCP may set off amount of any obligation of WINNING CONTRACTOR or its subsidiaries to MCHCP against any payments due WINNING CONTRACTOR under any contract with MCHCP, provided that prior written notice is sent to WINNING CONTRACTOR by MCHCP with applicable details.

WINNING CONTRACTOR agrees that for each COBRA participant, the additional two (2) percent of the total monthly premium will be permanently retained by MCHCP.

4 RECORDS RETENTION, ACCESS, AUDIT, AND FINANCIAL COMPLIANCE

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

4.2 Ownership: All data developed or accumulated by WINNING CONTRACTOR under this Contract shall be owned by MCHCP. WINNING CONTRACTOR may not release any data without the written approval of MCHCP. MCHCP shall be entitled at no cost and in a timely

manner to all data and written or recorded material pertaining to this Contract in a format acceptable to MCHCP. MCHCP shall have unrestricted authority to reproduce, distribute, and use any submitted report or data and any associated documentation that is designed or developed and delivered to MCHCP as part of the performance of this Contract. WINNING CONTRACTOR shall maintain ownership in data, code or system processes it created or developed prior to the effective date of this Contract.

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

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

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

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

5 Scope of Work

5.1 Fully Insured Plan: WINNING CONTRACTOR shall provide a fully-insured vision plan for the members of MCHCP in accordance with the provisions and requirements of this Contract on behalf of MCHCP. WINNING CONTRACTOR is obligated to follow the performance standards as outlined in Attachment A-6.

5.2 Reports: WINNING CONTRACTOR shall submit standard reports to MCHCP on a quarterly and annual basis. MCHCP and WINNING CONTRACTOR will mutually agree upon the format and content. The reports shall be submitted to MCHCP quarterly and are due within thirty (30) days of the end of the quarter reported. At the request of MCHCP, WINNING CONTRACTOR shall submit additional ad hoc reports on information and data readily available to WINNING CONTRACTOR. MCHCP will determine the acceptability of the reports based on timeliness, format, and content. If reports are not deemed to be acceptable or have not been submitted as requested, WINNING CONTRACTOR will receive written notice from MCHCP to this effect and the applicable liquidated damages, as defined in Exhibit A-6 Performance Guarantees will be assessed.

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

5.4 Account Management: WINNING 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 a management information system representative. Approval of the account management team rests with MCHCP. The account executive and service representative(s) will deal directly with MCHCP's benefit administration staff. The account management team must:

- 5.4.1** 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.
- 5.4.2** Be extremely responsive.
- 5.4.3** Be comprised of individuals with specialized knowledge of WINNING CONTRACTOR's networks, claims and eligibility systems, system reporting capabilities, claims adjudication policies and procedures, administrative services, and relations with third parties.
- 5.4.4** Be thoroughly familiar with virtually all of WINNING CONTRACTOR's functions that relate directly or indirectly to the MCHCP account.
- 5.4.5** Act on behalf of MCHCP in cutting through the bureaucracy of WINNING CONTRACTOR's organization. The account management team must be able to effectively advance the interest of MCHCP through WINNING CONTRACTOR's corporate structure.
- 5.4.6** WINNING CONTRACTOR agrees to provide MCHCP with at least fifteen (15) days advance notice of any material change to its account management and servicing methodology or to a personnel change in WINNING CONTRACTOR's account management and servicing team.

5.5 Meetings: WINNING CONTRACTOR agrees 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. WINNING 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. WINNING CONTRACTOR must also present benchmark data by using WINNING CONTRACTOR's entire book of business, a comparable client to MCHCP, or some other industry norm.

5.6 Customer Service: WINNING CONTRACTOR must provide a high quality and experienced customer service unit. The vision plan customer service staff must be fully trained in the MCHCP benefit design. WINNING CONTRACTOR must have a customer service unit in place to answer member inquiries regarding, but not limited to, network and benefit issues.

5.7 Toll-Free Telephone Line: WINNING 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. WINNING 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. WINNING CONTRACTOR shall submit to MCHCP quarterly reports detailing customer service telephone answer time and abandonment within thirty (30) days of the end of the quarter reported.

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

5.9 Communications: WINNING CONTRACTOR agrees that MCHCP reserves the right to review and approve all written communications and marketing materials developed and used by WINNING 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 WINNING CONTRACTOR from communicating directly with members in the regular course of providing services under the Contract (e.g., responding to member inquiries, etc.).

5.10 Providers: WINNING CONTRACTOR must have in place a contracted provider network of vision providers that will offer access to all MCHCP members nationwide. The offered network must include a full range of general vision practitioners and specialists. Network Providers shall be responsible for obtaining all necessary pre-certifications, prior authorizations and filing claims for members. WINNING CONTRACTOR is responsible for having a network available that can provide access to all covered services under this contract. At a minimum, ninety-three percent (93%) of MCHCP members shall have access to a network vision provider within twenty (20) miles of their zip code. No provider may be listed on WINNING CONTRACTOR's website or distributed to the membership through the vision plan's customer service unit unless a signed contract is in place. In the event incorrect information is provided and a member seeks treatment based on that information, WINNING 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. WINNING 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. WINNING CONTRACTOR bears all costs for printing and mailing these materials.

5.11 Electronic Transmission Protocols: WINNING CONTRACTOR and all subcontractors will maintain encryption standards of 2048 bit encryption or higher for the encryption of confidential information for transmission via non secure methods including File Transfer Protocol or other use of the Internet.

5.12 Eligibility File: WINNING 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 WINNING 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. After processing each file, WINNING 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 WINNING CONTRACTOR audits will be provided to ensure the data MCHCP is sending will pass WINNING CONTRACTOR's audit tests. The contractor shall provide access to view data on their system to ensure the file MCHCP sends is correctly updating the contractor's system. In addition, a list of the data items MCHCP is updating on their system and the allowed values for each field must be provided. WINNING CONTRACTOR shall provide a list of the unique key fields used by WINNING CONTRACTOR's system. WINNING CONTRACTOR shall provide MCHCP with a monthly file ("eligibility audit file") in a mutually agreed upon format of WINNING CONTRACTOR's eligibility records for all MCHCP members. Such file shall be utilized by MCHCP to audit WINNING CONTRACTOR's records. Such eligibility audit file shall be provided to MCHCP no later than the second Thursday of each month..

5.13 Website: WINNING 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 WINNING CONTRACTOR's website is inaccurate, MCHCP will notify WINNING CONTRACTOR immediately. WINNING CONTRACTOR must correct inaccuracies within 10 days of being notified by MCHCP. 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).The website must be fully accessible to all members, including hearing- and visually-impaired members.

6 CANCELLATION, TERMINATION OR EXPIRATION

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

6.2 Termination for Cause: MCHCP may terminate this Contract, or any part of this Contract, for cause under any one of the following circumstances: 1) WINNING CONTRACTOR fails to make delivery of goods or services as specified in this Contract; 2) WINNING CONTRACTOR

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

6.3 Termination Right: Notwithstanding any other provision, MCHCP reserves the right to terminate this Contract by giving WINNING CONTRACTOR thirty (30) days prior notice of termination.

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

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

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

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

Missouri Consolidated Health Care Plan

WINNING CONTRACTOR.

By: _____

By: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

INTRODUCTION

Missouri Consolidated Health Care Plan (MCHCP) is the employee health benefit program for most State of Missouri employees, retirees, and their dependents covering more than 97,000 members (lives). An additional 1,100 non-state local government members are covered through their public entity employer.

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

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

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

Approximately 34,000 State employees and retirees (nearly 65,000 lives) and approximately 600 public entity employees (over 1,000 lives) are covered by the vision program for the 2015 plan year.

MCHCP's Contracting Intentions:

- Any contract awarded from this RFP will be effective January 1, 2016.
- MCHCP's current contract with National Vision Administrators (NVA) will expire Dec. 31, 2018, and includes three, one-year renewal options remaining at the sole option of the MCHCP Board of Trustees. MCHCP reserves the right to renew the existing contract with NVA in addition to awarding a new contract as a result of this RFP. Bidders must provide pricing for all benefit designs.
- Bidders must provide national coverage to all eligible members.
- MCHCP intends to award a one-year contract with up to two possible one-year renewals. Bidders are required to submit firm, fixed prices for 2016 and not-to-exceed prices for 2017 and 2018.
- 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) on a monthly basis. Bidders may be required to demonstrate the ability to provide such data before a contract award is made.
- Size and Experience – The bidder must currently provide vision coverage to employers that have at least 250,000 covered lives combined and have at least one (1) client with 50,000 covered lives. The bidder must be willing to disclose the name of the large employer client if requested. The bidder must have been in operation and performing the services requested in this RFP for a minimum of five (5) years.
- Network – Bidders must offer a contracted vision provider network that includes both retail-based providers and independent practice providers capable of delivering benefits as described in the stated plan designs. MCHCP requires a broad network of both types of providers 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 May 29, 2015, 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

- 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 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 National Vision Administrators (NVA) will expire on Dec. 31, 2018. The current monthly premiums are as follows:

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

- Current membership in the vision plan is as follows:

Enrollment	State	Public Entity
Subscribers	33,883	619
Dependents	30,847	405
Total Lives	64,730	1,024

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

- 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 the scope of work. Information about the current vision benefit package for state members can be found on MCHCP’s website at http://www.mchcp.org/stateMembers/vision/aboutPlan_2015.asp.
- Public entities currently participating with MCHCP may opt to add or drop the vision plan at each annual enrollment period. Information about the current vision benefit package for public entity members can be found on MCHCP’s website at http://www.mchcp.org/publicEntity/vision/aboutPlan_2015.asp.

ASSUMPTIONS AND CONSIDERATIONS

Please submit your proposal using the HighRoads online submission tool no later than **Friday, May 29, 2015, 4:00 p.m. CT (5:00 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 online RFP process should be addressed to HighRoads. Any questions concerning the content of the RFP should be submitted via the messaging tool of the HighRoads website.

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 Request for Proposals (RFP). Bidders are strongly encouraged to read the entire RFP prior to the submission of a proposal. The bidder must comply with all stated requirements. Bidders are expected to provide complete and concise answers to all questions. Answers that do not respond to the questions as stated cannot be evaluated. Your responses to all questions must be based on your current proven capabilities. You should describe your future capabilities only as a supplement to your current capabilities.

Proposals must be valid until October 1, 2015. If a contract is awarded, prices shall remain firm for the specified contract period.

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

CLARIFICATION OF REQUIREMENTS

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

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

SCHEDULE OF EVENTS

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

Activity	Timing
Online RFP Released	Monday, May 4, 2015 8 a.m. CT (9 a.m. ET)
Intent to Bid Document Due	Friday, May 8, 2015 4 p.m. CT (5 p.m. ET)
Question Submission Deadline	Monday, May 11, 2015 4 p.m. CT (5 p.m. ET)
MCHCP Responses to Submitted Questions	Monday, May 18, 2015 4 p.m. CT (5 p.m. ET)
Initial Pricing Bid Date	Wednesday, May 27, 2015 4 p.m. CT (5 p.m. ET)
All Questionnaires and Pricing Due	Friday, May 29, 2015 4 p.m. CT (5 p.m. ET)
Finalist Presentations/Site Visits (if necessary)	June, 2015
Final Vendor Selection	late July, 2015
Program Effective Date	January 1, 2016

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

QUESTIONS

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

Any and all questions regarding specifications, requirements, competitive procurement process, etc., must be in writing and submitted through the online messaging module of the HighRoads application by **Monday, May 11, 2015, 4 p.m. CT (5 p.m. ET)**. Questions received after May 11 2015, will be answered and posted through the messaging module as time permits, but there is no guarantee of a response to these questions. For step-by-step instructions, please refer to the *Downloads* section of the HighRoads Application, and click on *User Guides*.

Questions deemed universally applicable will be answered in writing and shared with all vendors who have indicated they are quoting. The team 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 18, 2015**.

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 pricing proposals must be submitted no later than **4 p.m. CT (5 p.m. ET), Friday, May 29, 2015**.

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. Contact Jennifer Stilabower at (573) 522-3242 to request copies.

MCHCP is a governmental body under Missouri Sunshine Law (Chapter 610 RSMo). Section 610.011 requires that all provisions be “liberally construed and their exceptions strictly construed to promote” the 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 all offers.

Subject to review and follow up action by the Board of Trustees, negotiations must be finalized no later than (3) working days prior to the Board meeting where awards are expected to be made (this is expected to be July, 2015). No offers, proposals, clarifications or responses will be accepted after that date.

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

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

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

Pricing	400 points
Provider Network – Retail-Based Practices	80 points
Provider Network – Independent Practices	80 points
Vendor Profile	90 points
Customer Service	90 points
Account Management and Implementation	60 points
Access to Services	50 points
Claims Administration	50 points
Performance Guarantees	50 points
Technology and Reporting	<u>50 points</u>
Total	1,000 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.

FINALIST INTERVIEW

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

PRICING

The bidder must provide firm, fixed monthly premiums for all rate tiers listed in both the State and Public Entity pricing worksheets. Bidders are required to bid on the benefits as described in the plan design.

Any cost and/or pricing data submitted or related to the bidder's proposal including any cost and/or pricing data related to contractual extension options shall be subject to evaluation if deemed by MCHCP to be in the best interest of members of 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 CY2017 and CY2018 will be negotiated, but must be within the not-to-exceed prices submitted within this bid.

NEGOTIATION AND CONTRACT AWARD

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

- Negotiations may be conducted in person, in writing, or by telephone.
- Negotiations will only be conducted with bidders who provide potentially acceptable proposals. MCHCP reserves the right to limit negotiations to those bidders that received the highest rankings during the initial evaluation phase. All bidders involved in the negotiation process will be invited to submit a best and final offer.
- Terms, conditions, prices, methodology, or other features of the bidder’s proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data 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, 2016 through December 31, 2016, with up to two additional one-year contracts renewable at the sole option of the MCHCP Board of Trustees.

Proposed pricing for Years 2-3 (CY2017 and CY2018) of this contract, not-to-exceed the allowed maximum, shall be submitted 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 HIGHROADS

The 2016 MCHCP Vision RFP contains 2 broad categories of items that you will need to work on via the HighRoads application:

1) Items Requiring a Response:

- a) Pricing Form (e.g., Vision Pricing) is an online input form to collect your rate proposals as requested by MCHCP. These pricing forms also calculate based on the rates you input.
- b) Questionnaires (e.g., Vision Questionnaire, etc.) are also online forms to collect your responses to our questions about your capabilities.
- c) Response Documents (e.g., Exhibit A-1 Intent to Bid, etc.) are attachment files (e.g., MS Word or Excel) that are posted to the HighRoads Web site. They should be downloaded, completed and/or signed by your organization, and then posted/uploaded back to the HighRoads application. When you upload your response, from the drop-down menu, identify each uploaded document as a *Response* document and associate it to the appropriate document by name. For step-by-step

instructions, please refer to the *How to Download and Attach Files* User Guide located in the *Downloads* section on the application homepage.

2) Reference Files from Event Administrator:

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

All of these components can be found in the HighRoads Application under the 2016 MCHCP Vision RFP on the Event Details page of the application.

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

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

RESPONDING TO QUESTIONNAIRES

We have posted two forms for your response:

- Vision Questionnaire
- Mandatory Contract Provisions Questionnaire

The questionnaires need to be completed and submitted to HighRoads by, **Friday, May 29, 2015, 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 HighRoads application homepage. You have the option to “respond online” or through the use of two different off-line (or desktop) tools.

COMPLETING PRICING WORKSHEETS

The financial worksheet (Vision 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 designs. For step-by-step instructions, please refer to the *How to Submit a Bid* User Guide located in the *Downloads* section of the HighRoads Application homepage. Please be certain to complete all worksheets.

The Initial Bid Date for pricing is **Wednesday, May 27, 2015, 4 p.m. CT (5 p.m. ET)**. You are encouraged, but not required, to submit an initial bid by this date in order to familiarize yourself with the pricing function of HighRoads. You may further refine or modify your bid until the **final bid deadline of Friday, May 29, 2015, 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, 2016
- Submitted prices for 2016 shall be firm, while prices for 2017 and 2018 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.
- Annual renewals are solely at the option of MCHCP. Renewal prices are due by May 15 of each year and are subject to negotiation.

SUBMITTING BIDS

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

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

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

- Enter your rates well in advance of the required bid date. Please do NOT wait until the last minute to work on the pricing model worksheet because your bids must comply with the automated rules and data validation checks that have been implemented by MCHCP.
- Partial data entries can be saved; however, the validation rules (error checking) will not be run against your data until you complete the worksheet and either *Calculate* or *Submit* your data.
- To check that your data have been accurately entered for all worksheets, you should press the *Calculate* button at the top of the page. If your input complies with the validation rules, all of the rates will be calculated and totaled. Otherwise, the calculation and validation rules will not properly execute even if you press the *Calculate* button.
- You will be able to view your final rate submission prior to submitting to HighRoads.
- If your data are accurate and complete, click on the *Submit Bid* icon to submit your bid to HighRoads.
- Data that are submitted incorrectly will receive error messages when calculated or submitted.

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

RFP CHECKLIST

Prior to the May 29, 2015 close date, please be sure you have completed and/or reviewed each of the documents listed below:

<i>Type</i>	<i>Document Name</i>
Questionnaire	Vision Questionnaire
Questionnaire	Mandatory Contract Provisions Questionnaire
Pricing/Bid	Vision Pricing
Response	Exhibit A-1 Intent to Bid.doc DUE: Friday, May 8, 2015
Response	Exhibit A-2 Limited Data Use Agreement.docx DUE: Friday, May 8, 2015
Response	Exhibit A-3 Business Associate Agreement (2016 Vision RFP).docx
Response	Exhibit A-4 Proposed Bidder Modifications.doc
Response	Exhibit A-5 Confirmation Document.doc
Response	Exhibit A-6 Contractor Certification.doc
Response	Exhibit A-7 Sample Contract.docx
Reference	Introduction and Instructions – MCHCP Vision RFP.doc
Reference	Attachment 1 – Enrollee file layouts.doc
Reference	Attachment 2 - MCHCP Enrollee File.xlsx (access to this file is granted after receipt of the signed <i>Limited Data Use Agreement</i>)
Reference	Attachment 3 - MoDOT Enrollee File.xlsx (access to this file is granted after receipt of the signed <i>Limited Data Use Agreement</i>)
Reference	Attachment 4 - MDC Enrollee File.xlsx (access to this file is granted after receipt of the signed <i>Limited Data Use Agreement</i>)
Reference	Attachment 5 - Vision Enrollee File.xlsx (access to this file is granted after receipt of the signed <i>Limited Data Use Agreement</i>)
Reference	Attachment 6 – Provider file layout.xls
Reference	Exhibit B – Scope of Work.doc
Reference	Exhibit C – General Provisions.doc

CONTACT INFORMATION

We understand that content and technical questions may arise. All questions regarding this document and the selection process must be submitted through the online messaging module of the HighRoads application by **Monday, May 11, 2015, 4 p.m. CT (5 p.m. ET)**.

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

EXHIBIT B
SCOPE OF WORK

B1. GENERAL REQUIREMENTS

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

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

- B2.1 Eligible State of Missouri members are those employees (including 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.
- 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 State employee open enrollment for coverage effective January 1 of the following year will be October 1 – October 31. Public entity open enrollment is anticipated, but not guaranteed, to be October 8 to November 7 of each plan year. 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).

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

B2.3 Termination: The contractor must agree that:

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

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

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

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 benefits, in terms of covered services and member responsibility, as described in the stated plan designs. Bidders may propose additional services or options to be included in the Base or Premium Plan.

B3.2 Under no circumstances shall the contractor require a member to pay for any vision services except for stated premiums, deductibles, copayments, 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) 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 (currently Truven Health Analytics) 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
- 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 reporting is due within 60 days of the end of the calendar 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. Fair and equitable compensation will be negotiated with the contractor.
- B4.7 MCHCP will determine the acceptability of all reports submitted based upon timeliness, format and content. If reports are not deemed to be acceptable or have not been submitted as requested, the contractor will receive written notice to this effect and the applicable liquidated damages, as defined in Section 10 of the Vision Questionnaire, will be assessed.

B5. PAYMENTS

- B5.1 The contractor shall agree that the monthly premium due the contractor will be self-billed and will be initiated for electronic payment via 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 deemed to 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. In consultation with the contractor, an actuary 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 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.
- B6.4 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.
- B6.5 The contractor shall have the responsibility to perform a complete investigation of all complaints, grievances and appeals, and have a timely and organized system for resolving members' complaints and formal grievances in compliance with state and federal laws and regulations as amended.

B7. ACCOUNT MANAGEMENT

- B7.1 The contractor shall establish and maintain throughout the term of the contract an account management team that will work directly with MCHCP staff. This team must include, but is not limited to, a dedicated account executive, a customer service manager, clinical advisor, a person responsible for preparing the reports and a management information system representative. Approval of the account management team rests with MCHCP. The account executive and service representative(s) will deal directly with MCHCP's 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. See Q10.2 for additional details.

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

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

B9. IMPLEMENTATION

- B9.1 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, if applicable;
 - Development of member communications
- B9.2 The contractor must have a customer service unit in place to answer member inquiries. Note: Open enrollment for state employees is anticipated to be October 1-31, 2015 with coverage effective January 1, 2016. Open enrollment for public entity members is anticipated to be October 8-November 7, 2015 with coverage effective January 1, 2016. At a minimum, the customer service unit must be able to address network and benefit issues.

B10. INFORMATION TECHNOLOGY AND ELIGIBILITY FILE

- B10.1 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.

- B10.1.1 It is MCHCP's intent to send a transactional based eligibility file weekly and a periodic full eligibility reconciliation file. A technical meeting will be scheduled after contract award to discuss how the contractor's system will process the above file schedule.
- B10.1.2 MCHCP will provide a recommended data mapping for the 834 transaction set to the contractor after the contract is awarded.
- B10.1.3 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.
- B10.1.4 The contractor shall provide access to view data on their system to ensure the file MCHCP sends is correctly updating the contractor's system.
- B10.1.5 The contractor will supply a data dictionary of the fields MCHCP is updating on their system and the allowed values for each field.
- B10.1.6 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.

B10.2 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).

B10.3 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 30, 2015.

B11. CONTRACTED NETWORK

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

B11.2 The offered network must include both retail-based providers and independent practice providers and include a full range of general vision practitioners and specialists. Contractors are responsible for having a network available that can provide access to all covered services under this contract.

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

B11.4 At a minimum, ninety-three percent (93%) of MCHCP members shall have access to a network vision provider within twenty (20) miles of their zip code.

B12. MCHCP REQUIREMENTS AND SERVICE

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

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

EXHIBIT C
GENERAL PROVISIONS

C1. TERMINOLOGY AND DEFINITIONS

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

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

- C1.16 **Provider** means a physician, hospital, medical agency, specialist or other duly licensed health care facility or practitioner certified or otherwise authorized to furnish health care services pursuant to the law of the jurisdiction in which care or treatment is received. A doctor/physician as defined in 22 CSR 10-2010(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 HighRoads web site, as indicated on the last page of the *Introduction and Instructions* document of the RFP. Such communication must be received no later than Monday, May 11, 2015, 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-3) due to the provisions of HIPAA. A signed BAA must be returned with such bidder's completed bid proposal. Failure to return a signed BAA may result in such bidder's proposal being considered non-responsive. **No changes shall be made to the BAA.**
- C5.3 If MCHCP awards bidder a contract, then MCHCP will sign the BAA, making such agreement effective.

ATTACHMENT 1

LAYOUT FOR MCHCP ENROLLEE FILE (Attachment 2)

Field Name	Description
Unique 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 = 98,251

ATTACHMENT 1

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

Field Name	Description
Unique 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 4 – Disabled dependent children
Cov Level	Identifies subscriber's level of coverage MI – Employee Only MS – Employee and Spouse MC1 – Employee and 1 Child MC2 – Employee and 2 Children MC3 – Employee and 3 Children MF – 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 = 17,772

ATTACHMENT 1

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

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

Total record count = 3,173

ATTACHMENT 1

LAYOUT FOR MCHCP VISION ENROLLEE FILE (Attachment 5)

Field Name	Description
Unique 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 CBR – COBRA Participant RTN – Retired Employee
Vision Plan	90 – Basic Plan 92 – Premium Plan
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 = 65,754

**Attachment 6
Sample Provider File Layout**

Each provider should have the same number of records as number of office locations. The example below is for a provider with 2 office locations.

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

Vision Questionnaire

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

Proprietary Statement

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

Confirmed

Not confirmed (please explain)

Vendor Profile

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

Number of years

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

Number of years

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

Number of groups of 30,000 employees or more

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

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

Number of groups less than 10,000 employees

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

Number of current members

Number of new members last year (2014)

Number of new members year to date (2015)

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

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

2.6 Provide references for two clients who have terminated your services. We will not contact these references without discussing it with you first; however, having information on references is crucial.

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

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

Yes (please explain)

No

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

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

2.9 What has been the average premium rate increase in your book of business during each of the last three years?

	2012-13	2013-14	2014-15
Plan-wide	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %
Public sector book	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %

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

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

2.11 Describe the economic advantages that will be realized as a result of your organization performing the required services by providing responses to each item below. If necessary to provide a full description, upload a document to the References Files from Vendors section, and name the file "Q2.11 Economic Impact".

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

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

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

2.12 Confirm you have uploaded two years of your organization's audited financial statements to the

Reference Files from Vendor section. Name the file "Q2.12 Audited Financial Statements".

Confirmed

Not confirmed (please explain)

Account Management and Implementation

3.1 Complete the following table regarding the team that would be compiled for MCHCP.

	Name	Location	Role for MCHCP	Brief work experience bio	Number of years at your organization	Number of years in their current role	Number of current members in accounts	Maximum number of accounts	Estimated percentage of time allocated to MCHCP
Account Management (Primary)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Account Management (Secondary)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Implementation (Primary)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Implementation (Secondary)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %

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

Confirmed

Not confirmed (please explain)

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

Response

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

Confirmed

Not confirmed (please explain)

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

Yes

No (please explain)

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

Yes

No (please explain)

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

- Confirmed
- Not confirmed (please explain)

Customer Service

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

Location(s)

Days of operation

Hours of operation

Number of customer/member services representatives assigned to MCHCP account

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

Experience level of staff (average # of yrs)

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

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

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

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

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

Percent %

4.5 How are after hours calls managed?

- IVR
- Voice Mail
- Human available at all times
- Other (please explain)

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

- Yes
- No (please explain)

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

- Yes
- No (please explain)

4.8 Are all calls documented and/or recorded?

	Yes (please describe)	No (please explain)

Documented	<input type="radio"/> <input type="text"/>	<input type="radio"/> <input type="text"/>
Recorded	<input type="radio"/> <input type="text"/>	<input type="radio"/> <input type="text"/>

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

	Average time to answer (in seconds)	Call abandonment rate	First call resolution rate
Company standard	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
Company actual 2014	<input type="text"/>	<input type="text"/> %	<input type="text"/> %

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

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

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

- Access provider directory
- Verify eligibility
- Check claim status
- Request ID card
- Check status of maximums or limits
- Obtain a history of claims
- Map provider locations
- Other (please explain)

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

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

<input type="text"/>
<input type="text"/>
<input type="text"/>
<input type="text"/>

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

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

4.14 Does your company conduct member satisfaction surveys?

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

<input type="text"/>
<input type="text"/>

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

- Confirmed
- Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Response

Technology and Reporting

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

Phone (MM/YYYY)

Eligibility (MM/YYYY)

Claims (MM/YYYY)

Other (please describe)

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

Yes, at no additional cost

Yes, at an additional cost (include the cost in Supplemental Pricing)

No (please explain)

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

URL

ID

Password

5.4 Confirm that you have provided copies of your standard reporting package that will be made available to MCHCP. Upload the file to the Reference Files from Vendor section, and name the file "Q5.4 Sample Reports".

Confirmed

Not confirmed (please explain)

5.5 Confirm you have uploaded copies of the standard customer service reports that will be made available to satisfy the requirements stated in Exhibit B, Section B4.4 to the Reference Files from Vendor section. Name the document "Q5.5 Customer Service Report".

Confirmed

Not confirmed (please explain)

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

Yes, at no additional cost

Yes, at an additional cost (indicate cost in Supplemental Pricing)

No (please explain)

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

Call center

Claims processing center

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

Yes (please describe specific circumstance(s) and include lessons learned)

No (please explain)

5.9 How frequently do you backup data?

Daily

Weekly

Monthly

Other (please explain)

5.10 Is stored backup data encrypted on media?

Yes (please describe)

No (please explain)

5.11 Is backup data stored in multiple locations?

Yes (please describe)

No (please explain)

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

Response

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

Response

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

Response

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

Web browsers and operating systems supported

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

Yes (please describe)

No (please explain)

5.17 To increase the ease of use for MCHCP members, MCHCP utilizes single sign-on where available. Do you support single sign-on utilizing Security Assertion Markup Language (SAML)? If not, do you support single sign-on utilizing another standard? If so, please name the standard you support.

Support single sign-on using SAML

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

Do not support single sign-on (please explain)

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

Response

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

Response

5.20 Confirm your email service supports TLS for secure email.

Confirmed (please describe)

Not confirmed (please explain)

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

Confirmed (please describe)

Not confirmed (please explain)

5.22 Confirm you have PGP encryption services.

Confirmed (please describe)

Not confirmed (please explain)

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

Response

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

Response

5.25 Confirm you have uploaded metrics that demonstrate the reliability of your IT systems. Upload the file to the Reference Files from Vendor section, and name the file "Q5.25 Reliability Metrics".

Confirmed

Not confirmed (please explain)

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

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

Claims Administration

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

Response

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

Number of years in operation

Number of claims processed during the last calendar year

Average number of claims per processor per day

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

Percentage

 %

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

Percentage

 %

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

Number of working days

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

Response

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

Response

6.8 Does your system maintain COB information on claimants?

Yes (please describe)

No (please explain)

6.9 How frequently do you require updates to COB data?

Monthly

Quarterly

Annually

At point of claim

Other (please explain)

Access to Services

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

Response

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

	Targeted	Actual (2014)	Do not track
Ophthalmologist	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/>
Optometrist	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/>

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

Response

7.4 Can employees access information regarding participating providers from the following (check all

that apply):

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

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

Response

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

- Yes (please describe)
- No

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

- Yes (please describe)
- No

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

Percentage %

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

- Yes (please describe)
- No

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

- Yes (please describe)
- No

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

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

Provider Network

8.1 Confirm that you have uploaded the following GeoAccess reports based on the required access standard of 1 provider within 20 miles. Bidders must utilize the enrollment file included as Attachment 5 of this RFP in producing these reports. Reports should be summarized at the county level, not by zip code or city, and separate reports must be provided for independent vs. retail practices. Upload the files to the Reference Files from Vendor section, and name the files "O8.1 GeoAccess Reports".

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

8.2 Confirm you have uploaded a provider network file to the Reference Files from Vendor section in the

format provided in Attachment 6. Include only those providers located in Missouri. Name the file "Q8.2 Provider Network".

Confirmed

Not confirmed (please explain)

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

	Added in 2013	Dropped in 2013	Added in 2014	Dropped in 2014
Optometrists	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Ophthalmologists	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

Yes

No (please explain)

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

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

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

Yes (please describe)

No (please explain)

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

Response

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

Optometrists

%

Ophthalmologists

%

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

Yes, an increase in network size (please explain)

Yes, a decrease in network size (please explain)

No

8.10 Provide the number and percentage of network providers with closed practices as of 1/1/2015.

Number of optometrists

Percent of optometrists

%

Number of ophthalmologists

Percent of ophthalmologists

%

8.11 Describe the credentialing process including information collected.

Response

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

Response

8.13 Do you conduct provider network compliance inspections?

Yes

No (please explain)

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

Response

8.15 Does the network you are proposing include providers throughout the United States? If so, what is the total percentage of all licensed providers that are included in your proposed network?

Yes (provide percentage) %

No (please explain)

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

Weekly

Monthly

Quarterly

Other (please explain)

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

Response

8.18 How often are new providers added to your network?

Response

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

Yes (please explain)

No

8.20 Confirm you have uploaded samples of communications to providers to notify them of benefit changes and/or updates. Upload the document to the Reference Files from Vendor section, and name the file "Q8.20 Provider Communications".

Confirmed

Not confirmed (please explain)

Contractual/Legal Issues

9.1 Confirm you have uploaded a document to the Reference Files from Vendor section describing the insurance in force that your firm has to cover any errors and omissions claims that may arise in connection with services on behalf of a client. Name the file "Q9.1 E&O Insurance. Who is the carrier or what is the funding mechanism? What are the policy limits? Are all of your subcontractors and/or joint venture companies bound by such coverage?

Confirmed (List carrier name, funding mechanism, and policy limits, and describe whether subcontractors are bound by coverage)

Not confirmed (please explain)

9.2 Confirm you have uploaded a document to the Reference Files from Vendor section confirming appropriate licensure by the State of Missouri. Name the document "Q9.2 State of Missouri License".

Confirmed

Not confirmed (please explain)

Performance Guarantees

10.1 Account Management - Satisfaction. The following category will be measured and reported on Implementation and annually beginning January, 2016.

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

10.2 Account Management - Responsiveness. The following category will be reported and measured quarterly beginning January, 2016.

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

10.3 Member Service - Average response time. The following category will be measured and reported quarterly beginning January, 2016.

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

10.4 Member Service - Average abandonment rate. The following category will be measured and reported quarterly beginning January, 2016.

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

10.5 Member Service - Response to members' written inquiries. The following category will be

measured and reported quarterly beginning January, 2016.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Average number of days within which written inquiries from members will be responded to	10 days or less	<input type="checkbox"/>	<input type="checkbox"/>	For each business day above standard, \$500 plus \$0.10 PEPM	<input type="text"/>

10.6 Eligibility - Timeliness of Installations. The following category will be measured and reported quarterly beginning in January, 2016.

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

10.7 Eligibility - Accuracy of Installations. The following category will be reported and measured quarterly beginning January, 2016.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Electronic eligibility records loaded with 99.5% accuracy. This standard is contingent upon receipt of clean eligibility data delivered in an agreed upon format.	99.5%	<input type="checkbox"/>	<input type="checkbox"/>	For each full percentage point below standard, \$2,000 plus \$0.10 PEPM	<input type="text"/>

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

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

10.9 ID Card Distribution - Ongoing (if applicable). The following category will be reported and measured quarterly beginning January, 2016.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
ID cards mailed within 15 business days of receipt of eligibility data (for monthly changes) or request for replacement card	100 percent of all ID cards mailed within 15 business days of receipt of eligibility file or request	<input type="checkbox"/>	<input type="checkbox"/>	For each day beyond the 15th business day, \$500 plus \$0.10 PEPM	<input type="text"/>

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

	Guarantee	Will you	Measurement	Minimum	Maximum
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		guarantee this standard (Yes or No)	process	amount at risk	dollar amount at risk
Eligibility file is tested and loaded accurately prior to January 1, 2016	Testing completed by November 1, 2015	<input type="checkbox"/>	MCHCP will determine acceptability of testing	\$2,000 plus \$0.10 PEPM	<input type="text"/>
Contractor's customer service center is prepared to answer MCHCP member questions by October 1, 2015	Customer service center is operational and has been trained on MCHCP's benefit	<input type="checkbox"/>	MCHCP will determine contractor's readiness to address member questions	\$2,000 plus \$0.10 PEPM	<input type="text"/>

10.11 Reporting - The following categories will be reported and measured quarterly beginning January, 2016. Penalties will be applied for each month the contractor fails to meet these standards.

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum dollar amount at risk
Claim file must be submitted to MCHCP's data vendor no later than 15th of the month for prior month's services	100%	<input type="checkbox"/>	MCHCP's data vendor will report to MCHCP	For each incident, \$2,000 plus \$0.10 PEPM	<input type="text"/>
Claim file must be submitted to MCHCP's data vendor in proper format on first submission of the month	100%	<input type="checkbox"/>	MCHCP's data vendor will report to MCHCP	For each incident, \$2,000 plus \$0.10 PEPM	<input type="text"/>
Data submission to MCHCP's data vendor must include 99 percent of all required financial fields	99%	<input type="checkbox"/>	MCHCP's data vendor will report to MCHCP	For each incident, \$2,000 plus \$0.10 PEPM	<input type="text"/>
Data submission to MCHCP's data vendor must include all required key fields (subscriber SSN, member DOB, and member gender)	100%	<input type="checkbox"/>	MCHCP's data vendor will report to MCHCP	For each incident, \$2,000 plus \$0.10 PEPM	<input type="text"/>
Data submission to MCHCP's data vendor must include all required key fields (diagnostic coding, provider type, provider ID, etc.)	100%	<input type="checkbox"/>	MCHCP's data vendor will report to MCHCP	For each incident, \$2,000 plus \$0.10 PEPM	<input type="text"/>

10.12 Reporting - The following categories will be measured and reported quarterly beginning January 1, 2016.

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

10.13 Monthly eligibility audit file - The following category will be measured and reported quarterly

beginning January, 2016. Penalties will be applied for each month the contractor fails to meet this standard.

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

10.14 Claims financial accuracy - The following category will be measured and reported quarterly beginning January, 2016.

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

10.15 Claims processing accuracy - The following category will be measured and reported quarterly beginning January, 2016.

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

10.16 Claim turnaround time - Network providers - The following category will be measured and reported quarterly beginning January, 2016.

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

10.17 Claim turnaround time - Out of Network providers - The following category will be measured and reported quarterly beginning January, 2016.

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

10.18 Network retention rate - The following category will be measured and reported annually beginning January, 2016.

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

10.19 Overall Satisfaction with contractor - The following category will be measured and reported quarterly beginning January, 2016.

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

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

Confirmed

Not Confirmed (please explain)

Scope of Work

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

11.9 Confirm you will meet all Implementation requirements as stated in Exhibit B, Section B9.

Confirmed

Not confirmed (please explain)

11.10 Confirm you will meet all Information Technology and Eligibility File requirements as stated in Exhibit B, Section B10.

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

Attachment Checklist

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

- Q2.11 Economic impact
- Q2.12 Audited financial statements
- Q3.2 Implementation plan
- Q3.4 Organizational chart
- Q3.7 Sample communication materials
- Q4.15 Satisfaction survey results
- Q5.4 Sample reporting package
- Q5.5 Customer service report
- Q5.25 Reliability metrics
- Q8.1 GeoAccess reports
- Q8.2 Provider network file
- Q8.20 Provider communications
- Q9.1 E&O insurance document
- Q9.2 State of Missouri license

Mandatory Contract Provisions Questionnaire

Mandatory Contract Provisions

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

1.1 Term of Contract: The term of this Contract is for a period of one (1) year from January 1, 2016 through December 31, 2016. This Contract may be renewed for two (2) additional one-year periods at the sole option of the MCHCP Board of Trustees. The submitted pricing arrangement for the first year (January 1 - December 31, 2016) is a firm, fixed price. The submitted prices for the subsequent (2nd - 3rd) years of the contract period (January 1 - December 31, 2017 and January 1 - December 31, 2018 respectively) are guaranteed not-to-exceed maximum prices and are subject to negotiation. Pricing for the one-year renewal periods are due to MCHCP by May 15 for the following year's renewal. All prices are subject to best and final offer which may result from subsequent negotiation.

Confirmed

Not confirmed (please explain)

1.2 Contract Documents: The following documents will be hereby incorporated by reference as if fully set forth within the Contract entered into by MCHCP and the Contractor: (1) Written and duly executed Contract (form of which will be provided and negotiated if necessary prior to award); (2) amendments to the executed Contract; (3) The Report and Data provisions set forth in the Exhibits of this RFP (subject to change in format, as needed and as mutually agreed upon by both parties); (4) The completed and uploaded Exhibits set forth in this RFP; and (5) This Request for Proposal.

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

1.6 Electronic Transmission Protocols: Contractor and all subcontractors will maintain encryption

standards of 2048 bit encryption or higher for the encryption of confidential information for transmission via non secure methods including File Transfer Protocol or other use of the Internet.

Confirmed

Not confirmed (please explain)

1.7 Eligibility: All determinations for coverage eligibility will be made by MCHCP. Effective and termination dates of plan participants will be determined by MCHCP. Contractor will be notified of enrollment changes through the carrier enrollment eligibility file, by telephone or by written notification from MCHCP.

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

amended to make such insertion or correction.

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

1.27 Health Insurance Portability and Accountability Act of 1996 (HIPAA): Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations, as amended, including compliance with the Privacy, Security and Breach Notification regulations and the

execution of a Business Associate Agreement with MCHCP.

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

1.34 Insurance and Liability: Contractor must maintain sufficient liability insurance, including but not

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)



Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2016 Vision RFP
May 18, 2015

These responses are provided by MCHCP to questions received from potential bidders for the 2016 Vision RFP. MCHCP has listed similar questions and responses only once.

General	Response
1 It will be helpful in the rating process to have access to financial experience reports from the current vision program. Can these be made available?	Please see Attachment 7 - Vision Experience.xlsx that has been uploaded to HighRoads as a reference document.
2 The background information section of the MCHCP RFP states that the current vision provider contract will expire December 31, 2018. Please confirm there will not be a dual vision offering.	MCHCP reserves the right to renew the existing contract with NVA in addition to awarding a new contract as a result of this RFP. MCHCP is requesting pricing assuming multiple contractors.
3 Please provide the last three years of premium and claim experience on a month-to-month basis, split between the Basic and Premium plan. Please include premiums, paid claim dollars, average lives (eligible and enrolled) and rate history (2012-14).	Please see Attachment 7.
4 We understand the plan is 100 percent employee paid. Please confirm MCHCP's contribution, if any, for retirees.	MCHCP does not make a contribution for retiree vision coverage.
5 Are commissions included in the current rates? What is the requested commission level?	The current rates do not include commission, and MCHCP will not pay any commission.
6 Please provide detail on why MCHCP is looking to enter into an additional vision benefits contract while NVA is the current vision provider through 2018. Is the intent for vendors to submit proposals for a full takeover of the current vision program, or is the intent that the existing program would remain in place and an additional vision plan would be added?	MCHCP reserves the right to renew the existing contract with NVA in addition to awarding a new contract as a result of this RFP. MCHCP is requesting pricing assuming multiple contractors.
7 Are you willing to provide a list of current providers utilized to perform a disruption report?	MCHCP reserves the right to renew the existing contract with NVA in addition to awarding a new contract as a result of this RFP. Given that, we do not anticipate the need for a disruption report.
8 How are premiums collected for retirees?	MCHCP collects retiree premiums. MCHCP will remit premiums to the vendor as explained in Exhibit B, Scope of Work, Section 5 Payments.
9 How are open enrollment meetings handled? Please provide the expected number of meetings to be held and number of locations?	MCHCP staff conducts all open enrollment meetings. The contractor will not be expected to attend these meetings.
10 Please provide by month, vision experience information (claims, premiums and enrollment) separated out by plan (basic and premium), and also between actives and retirees for 2013 and 2014.	Please see Attachment 7.
11 Please provide vision service counts by utilization category (exams, single vision lenses, bifocal lenses, trifocal lenses, progressive lenses, contact lenses, contact lens exam/fitting by type) for all covered/insured lens options, etc. separated out by plan (basic and premium) and also between actives and retirees for 2013 and 2014 (separately for each year).	Please see Attachment 7.
12 Please provide certificates of insurance for each plan (basic and premium).	This information will be posted when available.

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13	<p>For each vision plan, Premium and Basic:</p> <p>a. Please provide a monthly claim report showing enrollment, premium, and claims by month for a minimum of the prior 12 months</p> <p>b. Please provide the latest 12 months of claim experience and utilization data including:</p> <p>i. In-network vs. out-of-network claims</p> <p>ii. Lens type: single, bifocal, trifocal/lenticular and progressives (either in dollars or percentages)</p> <p>iii. Percentage of claims by exams and materials</p> <p>iv. Materials utilization (eyewear vs. contacts)</p>	Please see Attachment 7.
14	Confirm quotes should be net of commissions.	Confirmed; MCHCP will not pay commissions.
15	How many retirees are eligible for vision coverage?	Only retirees that are currently enrolled in the vision plan can enroll. Active employees that retire can maintain the coverage into retirement. There are currently around 7,200 retirees (including their dependents) enrolled. Please see Attachment 5.
16	<p>Can you please clarify the scenarios that may be considered with this RFP? Is there a specific direction being considered at this time?</p> <p>1. Extend the contract with NVA and offer an additional provider side by side</p> <p>2. Terminate the NVA contract and replace with a new vendor</p> <p>3. Terminate the NVA contract and replace with two new vendors side by side</p>	MCHCP reserves the right to renew the existing contract with NVA in addition to awarding a new contract as a result of this RFP.
17	<p>Please provide utilization for each of the 4 entities based on the following:</p> <p>1. Number of exams</p> <p>2. Number of lenses broken out by:</p> <ul style="list-style-type: none"> - Single vision - Bifocal lenses - Progressive lenses - Contact lenses <p>3. Number of frames</p>	Please see Attachment 7. Experience for MoDOT and MDC is included in the State member experience.
18	Is the vision vendor responsible for any portion of the retiree administration? If not, are the retiree rates higher based on utilization?	The vision contractor will not be responsible for retiree administration.
19	Please provide the NVA rates for the 2016 plan year if available.	The Board of Trustees has not yet approved rates for 2016.
20	Can you provide the most recent 36 months of claims and utilization data that includes the number of Exams, Single lens, Bifocal, Trifocal and the number of Eyeglass Frames ?	Please see Attachment 7.
21	What type of exposure will we have to the members (i.e. health fairs, open enrollment meetings, etc.) if a new or additional carrier is selected?	MCHCP staff conducts all open enrollment meetings. The contractor will not be expected to attend these meetings.
22	Is there a possibility that a full carrier/administrator would be awarded the entire business?	MCHCP reserves the right to renew the existing contract with NVA in addition to awarding a new contract as a result of this RFP.

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23	Is NVA guaranteed to remain as one of the carrier/administrators?	MCHCP reserves the right to renew the existing contract with NVA in addition to awarding a new contract as a result of this RFP.
24	Can you provide utilization data to run a disruption report?	MCHCP reserves the right to renew the existing contract with NVA in addition to awarding a new contract as a result of this RFP. Given that, we do not anticipate the need for a disruption report.

Census File

Response

1	Please provide a legend indicating all the fields in each of the four recently released attachments (Attachments 2, 3, 4 and 5).	Please see Attachment 1.
2	Please provide a census with vision enrollment by rate tier (including waivers) and state and/or zip code information.	Attachment 5 includes current vision enrollment.
3	Please provide current enrollment information broken down by rate tier, plan (basic and premium), and active vs. retiree.	Please see Attachment 5.
4	Please provide a census including retirees by vision tier, and vision plan. Are pre and post-65 retirees eligible?	Please see Attachment 5. Pre- and post-65 retirees are eligible for coverage if they enroll at retirement.

Pricing

Response

1	Is it possible to submit two sets of rates, one assuming full replacement, and the other assuming multiple vendors?	MCHCP is requesting pricing for multiple contractors.
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Network

Response

1	Please confirm respondents to this RFP should only include true in-network providers in any geo access analysis or network information provided. For example, providers referred to and included should all be held to the same credentialing, contracting and quality assurance standards.	Confirmed.
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Plan Design

Response

1	The Premium plan design indicates that Progressive multi-focal lenses are covered in-network after a \$50 copayment per pair. Will you please confirm that this coverage description applies to "all" Progressives, or only to a subset, such as "standard" Progressives?	Standard progressive multi-focal lenses are covered in-network for a \$50 copayment. A lens discount applies to non-standard progressive lenses.
2	The Basic and Premium plan designs indicate that non-network coverage for Contact Lens Evaluation/Fitting mirrors in-network coverage exactly. Is the non-network coverage correct as described?	The non-network coverage for Contact Lens Evaluation/Fitting is: Daily Wear: \$20 Extended or Specialty Wear: \$30 The \$50 copayment for Specialty Wear only applies to contact lens evaluation/ fittings at a network provider.

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3	Please provide the current plan certificate or Summary Plan Description. We have reviewed the plan outline available on the Internet and was looking for the more detailed plan description if available.	This information will be posted when available.
4	Please detail any changes in plan over the past three years.	Please see Attachment 9 - Vision benefit guides (2013-15).pdf that has been uploaded to HighRoads as a reference document.
5	Were there any changes in rates due to plan changes? If so, provide impacts and effective dates.	Member premiums changed from 2013 to 2014 due to the implementation of a new plan design. A premium rate history can be found in Attachment 8 - Vision premium history.xlsx that has been uploaded to HighRoads as a reference document.
6	Are copayments deducted from out-of-network payments?	Copayments are not deducted from out-of-network payments.
7	With respect to the two annual vision exam benefits for children under age 18, does the applicable exam copayment apply separately to each exam (two separate copayments), or would only one copayment apply annually even if two exams were received?	Each individual exam requires a copayment.
8	Is the exam copayment taken on both exam services provided for dependents under the age of 18?	Each individual exam requires a copayment.
9	Are the copayments noted for lenses only applicable to lenses, or is this a materials copayment that applies to lenses or frames?	The copayments noted for lenses are only applicable to lenses. Frames have a retail allowance of up to \$125 in the Basic Plan and up to \$175 in the Premium Plan. There is a 20% discount off of the remaining frame balance.
10	What benefits is MCHCP interested in receiving quotes on from responding vendors? Would MCHCP consider alternative plan designs?	Bidders must provide rates for the stated plan designs. Alternative plan designs may be proposed.
11	Are there discounts for additional services other than those outlined in the Premium and Basic services charts?	<p>Lens options purchased at a network provider are provided to the member at the amounts listed below. Options not listed are priced by a network provider at their reasonable and customary retail price less 20%.</p> <ul style="list-style-type: none"> \$10 Solid Tint \$12 Fashion/Gradient Tint \$10 Standard Scratch-Resistant Coating \$12 Ultraviolet Coating \$40 Standard Anti-Reflective \$20 Glass Photogrey (single vision) \$30 Glass Photogrey (multi-focal) \$75 Polarized \$50 Progressive Lenses Standard \$100 Progressive Lenses Premium \$65 Transitions Single Vision Standard \$70 Transitions Multi-Focal Standard \$25 Polycarbonate (single vision) 18 & over \$30 Polycarbonate (multi-focal) 18 & over \$30 Blended Bifocal (segment) \$55 High Index

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12	Does every provider offer the discounts listed in the Premium and Basic services charts?	All network providers, except for Wal-Mart and Sam's Club, offer the discounts listed in the service charts. Due to their everyday low prices, Wal-Mart and Sam's Club do not provide lens options at the fees listed in the response to question 11. The retail allowance for frames obtained at Wal-Mart or Sam's Club is up to \$55 in the Basic Plan and up to \$77 in the Premium Plan.
13	The website mentions a "low vision benefit". Does MCHCP have another vision offering in place besides the Premium and Basic plans through NVA? If so, please provide details on this plan.	MCHCP currently offers coverage of low vision services through both the Basic and Premium vision plans. In both plans, low vision testing is covered in full twice every two calendar years when serviced by a network provider. Low vision aids are covered 75% up to \$1,000 once every two calendar years when serviced by a network provider. The Maximum benefit for all low vision testing and aids is \$1,000 every two calendar years. Pre-approval is required.
14	Are there any benefits or discounts for LASIK coverage?	Members receive a no cost initial consultation with a network provider. The maximum amount a member will pay for corrective laser surgery is: Traditional PRK - \$1,500 per eye Traditional LASIK - \$1,800 per eye Custom LASIK - \$2,300 per eye

Questionnaire

Response

1	Please clarify if the fee listed in Column O of the Performance Guarantee section of the main questionnaire document is accurate by stating \$0.10 PEPM after each hard dollar amount. Was the intent to state \$0.10 PEPM or \$0.10 per employee? Can an example calculation of a performance guarantee payment be provided?	PEPM (per employee per month) is correct. Please note that bidders can propose a maximum amount at risk for each standard. Below is a sample calculation: Response time standard: 25 seconds or less Actual response time result: 28 seconds Assumed enrollment: 34,000 subscribers per month Penalty: For each full second above standard, \$2,000 plus \$0.10 PEPM Penalty calculation: $(\$2,000 \times 3 \text{ seconds above standard}) + (34,000 \text{ subscribers} \times 3 \text{ months} \times \$0.10 \text{ PEPM}) = \$16,200$
2	Is MCHCP's expectation that member satisfaction results about the contractor, as stated in the Performance Guarantees, be based on MCHCP's specific member enrollment or should it be based on our ongoing surveys performed on our total enrolled membership?	Member satisfaction results should be based on MCHCP's enrollment.
3	The last question in the Performance Guarantee section of the questionnaire asks vendors to indicate their willingness to submit performance metric results via an online tool. Does MCHCP currently utilize a specific tool for submission of performance metrics online? If so, would you please advise the name of the vendor or online tool used?	MCHCP currently uses HighRoads' Vendor Management tool for submission of performance metrics from all major contractors.

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4	Regarding the sample provider file layout, will you accept the provider NPI instead of license number?	Yes.
5	Would you like the GeoAccess reports run by total zip codes by combining the 3 attachments of enrollee files? Or would you like them run by each enrollee file provided (attachment 2, attachment 3 and attachment 4?)	As stated in Q8.1 of the Vision Questionnaire, GeoAccess reports must utilize the enrollment file included as Attachment 5.

Minimum Bidder Requirements

Response

1	If a bidder doesn't meet the size and experience minimum bidder requirement, would their bid not be considered?	All Minimum Bidder Requirements must be met in order for a proposal to be considered for award.
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Contractual Items

Response

1	Will you entertain proposed deviations/clarifications to the BAA?	Any proposed changes should be included in Exhibit A-4 Proposed Bidder Modifications.
2	With respect to the mandatory contract provisions, will you consider clarifications to proposed affirmative responses?	Any proposed changes should be included in Exhibit A-4 Proposed Bidder Modifications.
3	Because you have requested a fully-insured proposal, please confirm that the policy documents that will be issued to the State will become part of the contract documents.	Any proposed changes should be included in Exhibit A-4 Proposed Bidder Modifications. Any documents which you would like to be made part of the final contract should be referenced in this document.
4	Does an officer need to sign the forms, or can someone with authority to bind the company sign?	Anyone who has the authority to bind the company can sign the documents.

Attachment 7 (Page 1 of 4)

Vision Experience

2012 - 2013

	State				Public Entity			
	Employees	Members	Vision Claims Paid	Paid Premium	Employees	Members	Vision Claims Paid	Paid Premium
Dec 2013	32,392	62,427	\$285,596	\$274,330	654	1,086	\$4,122	\$4,352
Nov 2013	32,408	62,487	\$287,669	\$274,311	654	1,089	\$3,416	\$4,345
Oct 2013	32,286	62,359	\$245,972	\$273,645	646	1,082	\$3,919	\$4,319
Sep 2013	32,210	62,285	\$245,027	\$273,096	643	1,088	\$4,252	\$4,254
Aug 2013	32,229	62,366	\$279,203	\$273,173	646	1,095	\$3,650	\$4,368
Jul 2013	32,132	62,266	\$232,511	\$272,799	653	1,103	\$3,281	\$4,395
Jun 2013	32,089	62,259	\$231,307	\$242,161	657	1,111	\$3,555	\$4,383
May 2013	32,114	62,330	\$232,366	\$272,736	657	1,111	\$2,849	\$4,416
Apr 2013	32,074	62,248	\$285,907	\$272,373	662	1,120	\$3,995	\$4,357
Mar 2013	31,987	62,145	\$276,232	\$271,892	657	1,113	\$4,463	\$4,430
Feb 2013	31,945	62,089	\$252,885	\$271,115	660	1,121	\$3,127	\$4,461
Jan 2013	31,803	61,869	\$271,851	\$269,935	654	1,113	\$4,527	\$4,428
Dec 2012	30,600	59,192	\$245,298	\$259,310	658	1,136	\$2,693	\$4,469
Nov 2012	30,662	59,141	\$231,445	\$258,977	659	1,127	\$3,199	\$4,437
Oct 2012	30,608	59,117	\$230,477	\$258,910	660	1,117	\$3,155	\$4,459
Sep 2012	30,599	59,150	\$237,211	\$258,619	661	1,125	\$3,879	\$4,415
Aug 2012	30,617	59,246	\$261,627	\$258,709	663	1,133	\$5,055	\$4,494
Jul 2012	30,614	59,320	\$215,108	\$258,975	666	1,138	\$3,364	\$4,495
Jun 2012	30,627	59,375	\$202,547	\$259,101	657	1,127	\$2,892	\$4,457
May 2012	30,594	59,314	\$233,029	\$258,845	663	1,130	\$3,962	\$4,465
Apr 2012	30,562	59,280	\$263,387	\$258,662	663	1,135	\$2,916	\$4,466
Mar 2012	30,632	59,270	\$275,989	\$258,354	672	1,135	\$3,372	\$4,488
Feb 2012	30,581	59,334	\$264,094	\$258,310	665	1,139	\$4,536	\$4,452
Jan 2012	30,727	59,285	\$264,133	\$257,751	671	1,137	\$5,693	\$4,526

Attachment 7 (Page 2 of 4)

Vision Experience

2012 - 2013

	State Actives/Retirees		Public Entity Actives/Retirees	
	2012	2013	2012	2013
	Service Count	Service Count	Service Count	Service Count
No. of Exams	24,602	26,453	419	395
No. of Single Vision Lenses	6,012	6,512	103	95
No. of Bifocals	5,912	6,237	142	143
No. of Trifocals	387	393	6	4
No. of Progressives *	4,059	4,186	98	100
No. of Contacts	7,701	8,278	104	115
No. of Frames	10,464	11,140	206	201

* Please note that progressive counts are the subset of Bifocal and Trifocal lenses where this non-covered option was dispensed. These counts are not IN ADDITION TO the reported Bifocal and Trifocal counts.

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Vision Experience

2014

	State - Basic Plan					State - Premium Plan				
	Employees	Members	Vision Claims Paid - Network	Vision Claims Paid - Out of Network	Paid Premium	Employees	Members	Vision Claims Paid - Network	Vision Claims Paid - Out of Network	Paid Premium
Dec 2014	13,037	25,093	\$66,763	\$7,918	\$95,594	20,352	38,825	\$155,048	\$9,891	\$185,769
Nov 2014	13,064	25,130	\$61,823	\$6,182	\$95,711	20,367	38,831	\$138,541	\$8,564	\$185,837
Oct 2014	13,005	25,046	\$62,177	\$5,943	\$95,465	20,282	38,779	\$154,606	\$8,699	\$185,533
Sep 2014	13,022	25,083	\$57,182	\$4,534	\$95,645	20,213	38,724	\$140,906	\$7,747	\$185,311
Aug 2014	13,034	25,148	\$72,122	\$7,699	\$95,760	20,255	38,840	\$160,395	\$8,226	\$185,556
Jul 2014	13,015	25,162	\$68,482	\$4,843	\$95,917	20,235	38,757	\$151,561	\$8,089	\$185,273
Jun 2014	13,010	25,195	\$61,460	\$5,534	\$95,819	20,215	38,819	\$147,022	\$7,316	\$185,207
May 2014	13,033	25,254	\$58,815	\$5,521	\$96,090	20,224	38,813	\$148,578	\$7,278	\$185,603
Apr 2014	13,025	25,237	\$61,630	\$4,588	\$96,251	20,157	38,671	\$158,730	\$6,700	\$185,278
Mar 2014	13,001	25,216	\$71,800	\$5,242	\$96,163	20,104	38,565	\$184,714	\$7,439	\$184,720
Feb 2014	13,018	25,237	\$62,438	\$6,207	\$96,060	20,050	38,509	\$190,334	\$6,572	\$184,356
Jan 2014	13,016	25,291	\$58,457	\$4,077	\$96,111	19,992	38,431	\$162,204	\$4,261	\$183,842

	Public Entity - Basic Plan					Public Entity - Premium Plan				
	Employees	Members	Vision Claims Paid - Network	Vision Claims Paid - Out of Network	Paid Premium	Employees	Members	Vision Claims Paid - Network	Vision Claims Paid - Out of Network	Paid Premium
Dec 2014	223	359	\$488	\$0	\$1,335	441	737	\$2,047	\$45	\$3,527
Nov 2014	219	355	\$640	\$45	\$1,316	439	732	\$1,878	\$130	\$3,479
Oct 2014	221	356	\$723	\$315	\$1,326	436	724	\$2,703	\$0	\$3,469
Sep 2014	221	359	\$752	\$105	\$1,319	436	726	\$2,377	\$145	\$3,460
Aug 2014	220	358	\$857	\$45	\$1,327	441	732	\$2,388	\$45	\$3,513
Jul 2014	218	357	\$906	\$145	\$1,326	439	728	\$2,684	\$75	\$3,493
Jun 2014	222	361	\$797	\$0	\$1,302	442	732	\$2,182	\$624	\$3,507
May 2014	226	365	\$801	\$126	\$1,392	444	733	\$2,632	\$0	\$3,534
Apr 2014	227	372	\$1,284	\$115	\$1,388	441	728	\$3,229	\$235	\$3,500
Mar 2014	230	377	\$810	\$213	\$1,407	443	733	\$3,042	\$0	\$3,529
Feb 2014	233	385	\$1,176	\$0	\$1,391	446	734	\$3,932	\$0	\$3,500
Jan 2014	230	382	\$1,090	\$0	\$1,419	442	730	\$2,369	\$496	\$3,534

Attachment 7 (Page 4 of 4)

Vision Experience

2014

State Members

	Standard Plan				Premium Plan			
	Actives		Retirees		Actives		Retirees	
	2014		2014		2014		2014	
	Service Count	Net Payment	Service Count	Net Payment	Service Count	Net Payment	Service Count	Net Payment
No. of Exams	7,426	\$289,347	771	\$28,023	14,497	\$558,598	1,199	\$46,721
No. of Single Vision Lenses	2,035	\$15,256	83	\$717	3,837	\$27,588	82	\$704
No. of Bifocals	792	\$16,475	277	\$5,872	2,200	\$44,305	469	\$9,555
No. of Trifocals	617	\$17,549	234	\$7,051	1,710	\$47,715	430	\$12,824
No. of Progressives	0	\$0	0	\$0	855	\$0	175	\$0
No. of Contacts	2,467	\$223,890	138	\$12,696	4,825	\$590,125	207	\$24,808
No. of Frames	3,639	\$170,865	555	\$26,429	8,309	\$505,772	930	\$57,376

Public Entity Members

	Standard Plan				Premium Plan			
	Actives		Retirees		Actives		Retirees	
	2014		2014		2014		2014	
	Service Count	Net Payment	Service Count	Net Payment	Service Count	Net Payment	Service Count	Net Payment
No. of Exams	116	\$4,541	0	\$0	256	\$9,875	0	\$0
No. of Single Vision Lenses	36	\$259	0	\$0	56	\$374	0	\$0
No. of Bifocals	21	\$477	0	\$0	60	\$1,231	1	\$17
No. of Trifocals	13	\$389	0	\$0	50	\$1,455	0	\$0
No. of Progressives	0	\$0	0	\$0	18	\$0	0	\$0
No. of Contacts	26	\$2,387	0	\$0	75	\$9,214	0	\$0
No. of Frames	69	\$3,209	0	\$0	169	\$10,172	0	\$0

Attachment 8
Vision Plan Premium History

Rate Category	2012		2013		2014 - Basic		2014 - Premium	
	State	Public Entity	State	Public Entity	State	Public Entity	State	Public Entity
<i>Active Employees</i>								
Employee Only	\$5.80	\$4.98	\$5.80	\$4.98	\$3.80	\$3.80	\$4.78	\$4.78
Employee and Spouse	\$9.60	\$8.00	\$9.60	\$8.00	\$7.60	\$7.60	\$9.56	\$9.56
Employee and Child(ren)	\$9.70	\$8.14	\$9.70	\$8.14	\$10.96	\$10.96	\$13.80	\$13.80
Employee and Family	\$14.90	\$13.20	\$14.90	\$13.20	\$15.62	\$15.62	\$19.68	\$19.68
<i>Retirees Under Age 65</i>								
Retiree Only	\$5.83	\$5.42	\$5.83	\$5.42	\$3.96	\$3.96	\$4.99	\$4.99
Retiree and Spouse	\$11.55	\$8.68	\$11.55	\$8.68	\$7.93	\$7.93	\$9.98	\$9.98
Retiree and Child(ren)	\$11.74	\$8.86	\$11.74	\$8.86	\$11.44	\$11.44	\$14.41	\$14.41
Retiree and Family	\$13.86	\$14.28	\$13.86	\$14.28	\$16.32	\$16.32	\$20.55	\$20.55
<i>Retirees Over Age 65</i>								
Retiree Only	\$6.18	\$5.71	\$6.18	\$5.71	\$3.96	\$3.96	\$4.99	\$4.99
Retiree and Spouse	\$12.25	\$9.13	\$12.25	\$9.13	\$7.93	\$7.93	\$9.98	\$9.98
Retiree and Child(ren)	\$12.45	\$9.32	\$12.45	\$9.32	\$11.44	\$11.44	\$14.41	\$14.41
Retiree and Family	\$14.71	\$15.02	\$14.71	\$15.02	\$16.32	\$16.32	\$20.55	\$20.55
<i>COBRA Participants</i>								
Participant Only	\$5.92	\$5.08	\$5.92	\$5.08	\$3.87	\$3.87	\$4.88	\$4.88
Participant and Spouse	\$9.79	\$8.16	\$9.79	\$8.16	\$7.74	\$7.74	\$9.74	\$9.74
Participant and Child(ren)	\$9.89	\$8.30	\$9.89	\$8.30	\$11.17	\$11.17	\$14.07	\$14.07
Participant and Family	\$15.20	\$13.46	\$15.20	\$13.46	\$15.93	\$15.93	\$20.06	\$20.06
Child(ren) Only	\$3.98	\$3.22	\$3.98	\$3.22	\$7.30	\$7.30	\$9.19	\$9.19

2013 Vision Plan

Website: www.vsp.com

Phone: 800-877-7195

ID Card: Not Issued

The doctor needs the subscriber's full name and the last four digits of his or her Social Security number.

When services are received from a Vision Service Plan (VSP) doctor, reimbursement is made to the doctor. If you use a non-

network provider, you must pay the provider and file a claim. Non-network claim forms are available on MCHCP's or VSP's website.

You can receive a 20 percent discount on additional glasses and sunglasses from any VSP doctor within 12 months of your last eye exam.

Vision Services

Benefit	Service	Network	Non-network
Exams <i>Once every 12 months</i>	Vision Exam	\$10 copayment	Reimbursed up to \$36
Lenses <i>Once every 12 months</i> <i>One \$25 copayment for lenses and frames when purchased together</i>	Single-vision lenses (per pair)	\$25 copayment	Reimbursed up to \$28
	Bifocal lenses (per pair)	\$25 copayment	Reimbursed up to \$45
	Trifocal lenses (per pair)	\$25 copayment	Reimbursed up to \$56
	Lenticular lenses (per pair)	\$25 copayment	Reimbursed up to \$80
	Polycarbonate lenses (per pair) <i>Applies to children only</i>	\$25 copayment	Not covered
Frames <i>Once every 24 months</i> <i>One \$25 copayment for lenses and frames when purchased together</i>	Frames	\$25 copayment Up to \$120 plus 20% discount on any out-of-pocket costs	Reimbursed up to \$45
Contact Lenses <i>Once every 12 months in place of eye glass lenses</i>	Elective <i>If member prefers contacts to glasses</i>	\$10 copayment for exam Up to \$125 for contact lenses and exam (fitting and evaluation) 15% discount on the cost of contact lens exam (fitting and evaluation)	Reimbursed up to \$36 for exam Contact lenses, evaluation, design and fitting reimbursed up to \$105
	Necessary <i>If medically necessary with prior approval from VSP</i>	\$10 copayment for exam Additional costs covered at 100%	Reimbursed up to \$36 for exam Contact lenses, evaluation, design and fitting reimbursed up to \$210
Corrective Laser Surgery <i>Contact your provider, or contact VSP at 888-354-4434 for more information</i>	PRK	Maximum amount you pay: \$1,500 per eye	Not covered
	LASIK	Maximum amount you pay: \$1,800 per eye	Not covered
	Custom LASIK	Maximum amount you pay: \$2,300 per eye	Not covered
Other	Optional Items (cosmetic extras)	Average 20-25% discount on all lens options	Not covered

2014 Vision Plan

National Vision Administrators, L.L.C.

When receiving services from a National Vision Administrators (NVA) provider, NVA pays the provider directly. If you use a non-network provider, you must pay the provider and file the claim.

EyeEssential Discount Plan

When members exhaust their annual benefits, NVA offers the EyeEssential Discount Plan—a low cost, member-friendly vision plan, which includes significant discounts on materials through participating NVA network providers. For example, the plan covers one pair of frames every 24 months for adults, but you can get discounts on additional frames purchased throughout the 24-month period.

LASIK Discounts

Applies to Basic and Premium Plans

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

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

Members may receive additional benefits at LasikPlus locations nationwide:

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

Vision Services – Basic Plan

Benefit	Service	Network	Non-network
Exams <i>Once every 12 months</i>	Vision Exam <i>Two annual exams covered for children up to age 18</i>	\$10 copayment	Reimbursed up to \$45
Lenses <i>Once every 12 months</i> <i>One \$25 copayment for lenses</i> <i>Discount applied to all lens options</i>	Single-vision lenses (per pair)	\$25 copayment	Reimbursed up to \$30
	Bifocal lenses (per pair)	\$25 copayment	Reimbursed up to \$50
	Trifocal lenses (per pair)	\$25 copayment	Reimbursed up to \$65
	Lenticular lenses (per pair)	\$25 copayment	Reimbursed up to \$100
	Polycarbonate lenses (per pair) <i>Applies to children up to age 18</i>	100% coverage	Not covered
Frames	<i>Once every 24 months</i> <i>Once every 12 months for children up to age 18</i>	Up to \$125 retail allowance and 20% discount off remaining balance	Reimbursed up to \$70
Contact lenses <i>Once every 12 months in place of eye glass lenses</i>	Elective <i>If member prefers contacts to glasses</i>	Up to \$125 retail allowance and 15% discount off conventional or 10% discount off disposable remaining balance	Contact lenses reimbursed up to \$105
	Necessary <i>If medically necessary with prior approval from NVA</i>	Additional costs covered at 100%	Contact lenses reimbursed up to \$210
	Fitting and Evaluation	\$20 copayment for daily contact lenses \$30 copayment for extended contact lenses	Reimbursed up to \$20 for daily contact lenses or \$30 for extended contact lenses
Other	Optional Items (cosmetic extras)	Discount applied to all lens options	Not covered

Vision Premiums

Plan Type	Subscriber Only		Subscriber and Spouse		Subscriber and Child(ren)		Subscriber and Family		COBRA Child(ren)	
	Basic	Premium	Basic	Premium	Basic	Premium	Basic	Premium	Basic	Premium
Active Employee	\$3.80	\$4.78	\$7.60	\$9.56	\$10.96	\$13.80	\$15.62	\$19.68	Not Available	
Leave of Absence	\$3.80	\$4.78	\$7.60	\$9.56	\$10.96	\$13.80	\$15.62	\$19.68	Not Available	
COBRA Subscriber	\$3.87	\$4.88	\$7.74	\$9.74	\$11.17	\$14.07	\$15.93	\$20.06	\$7.30	\$9.19
Retiree, Long-Term Disability, Terminated Vested and Survivor	\$3.96	\$4.99	\$7.93	\$9.98	\$11.44	\$14.41	\$16.32	\$20.55	Not Available	

Vision Services – Premium Plan

Benefit	Service	Network	Non-network
Exams <i>Once every 12 months</i>	Vision Exam <i>Two annual exams covered for children up to age 18</i>	\$10 copayment	Reimbursed up to \$45
Lenses <i>Once every 12 months One \$25 copayment for lenses</i>	Single-vision lenses (per pair)	\$25 copayment	Reimbursed up to \$30
	Bifocal lenses (per pair)	\$25 copayment	Reimbursed up to \$50
	Trifocal lenses (per pair)	\$25 copayment	Reimbursed up to \$65
	Lenticular lenses (per pair)	\$25 copayment	Reimbursed up to \$100
	Polycarbonate lenses (per pair) <i>Applies to children up to age 18</i>	100% coverage	Not covered
Standard anti-reflective coating		\$30 copayment	Not covered
Standard progressive multifocal <i>Discount applied to all lens options</i>		\$50 copayment	Not covered
Frames	<i>Once every 24 months Once every 12 months for children up to age 18</i>	Up to \$175 retail allowance and 20% discount off remaining balance	Reimbursed up to \$70
Contact lenses <i>Once every 12 months in place of eye glass lenses</i>	Elective <i>If member prefers contacts to glasses</i>	Up to \$175 retail allowance and 15% discount off conventional or 10% discount off disposable remaining balance	Contact lenses reimbursed up to \$105
	Necessary <i>If medically necessary with prior approval from NVA</i>	Additional costs covered at 100%	Contact lenses reimbursed up to \$210
	Fitting and Evaluation	\$20 copayment for daily contact lenses \$30 copayment for extended contact lenses	Reimbursed up to \$20 for daily contact lenses or \$30 for extended contact lenses
Other	Optional Items (cosmetic extras)	Discount applied to all lens options	Not covered

2015 Vision Plan

National Vision Administrators, L.L.C.

When receiving services from a National Vision Administrators (NVA) provider, NVA pays the provider directly. If you use a non-network provider, you must pay the provider and file the claim.

EyeEssential Discount Plan

When members exhaust their annual benefits, NVA offers the EyeEssential Discount Plan—a low cost, member-friendly vision plan, which includes significant discounts on materials through participating NVA network providers. For example, the plan covers one pair of frames every 2

calendar years for adults, but you can get discounts on additional frames purchased throughout the 24-month period.

LASIK Discounts

Applies to Basic & Premium Plans

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

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

Members may receive additional benefits at LasikPlus locations nationwide:

Special pricing on select technologies

- Free initial consultation and comprehensive LASIK vision exam
- Advanced laser technologies including Wavefront and IntraLase (All-Laser LASIK)
- Financing options available

Vision Services – Basic Plan

Benefit	Service	Network	Non-network
Exams <i>Once every calendar year</i>	Vision Exam <i>Two annual exams covered for children up to age 18</i>	\$10 copayment	Reimbursed up to \$45
Lenses <i>Once every calendar year</i> <i>One \$25 copayment for lenses</i> <i>Discount applied to all lens options</i>	Single-vision lenses (per pair)	\$25 copayment	Reimbursed up to \$30
	Bifocal lenses (per pair)	\$25 copayment	Reimbursed up to \$50
	Trifocal lenses (per pair)	\$25 copayment	Reimbursed up to \$65
	Lenticular lenses (per pair)	\$25 copayment	Reimbursed up to \$100
	Polycarbonate lenses (per pair) <i>Applies to children up to age 18</i>	100% coverage	Not covered
Frames	<i>Once every 2 calendar years</i> <i>Once every calendar year for children up to age 18</i>	Up to \$125 retail allowance and 20% discount off remaining balance ¹	Reimbursed up to \$70
Contact lenses <i>Once every calendar year in place of eye glass lenses</i>	Elective <i>If member prefers contacts to glasses</i>	Up to \$125 retail allowance and 15% discount off conventional or 10% discount off disposable remaining balance ²	Contact lenses reimbursed up to \$105
	Necessary <i>If medically necessary with prior approval from NVA</i>	Additional costs covered at 100%	Contact lenses reimbursed up to \$210
	Fitting and Evaluation	\$20 copayment for daily contact lenses \$30 copayment for extended contact lenses \$50 copayment for specialty contact lenses	Reimbursed up to \$20 for daily contact lenses or \$30 for extended or specialty contact lenses
Other	Optional Items (cosmetic extras)	Discount applied to all lens options	Not covered

¹ At Walmart or Sam's Club Locations, frame price point is \$55. Discount off remaining balance does not apply.

² At Walmart or Sam's Club Locations, contact lens price point is \$92. Discount off remaining balance does not apply.

Vision Premiums

Plan Type	Subscriber Only		Subscriber and Spouse		Subscriber and Child(ren)		Subscriber and Family		COBRA Child(ren)	
	Basic	Premium	Basic	Premium	Basic	Premium	Basic	Premium	Basic	Premium
Active Employee	\$3.84	\$4.84	\$7.68	\$9.66	\$11.06	\$13.96	\$15.78	\$19.90	Not Available	
Leave of Absence	\$3.84	\$4.84	\$7.68	\$9.66	\$11.06	\$13.96	\$15.78	\$19.90	Not Available	
COBRA Subscriber	\$3.91	\$4.94	\$7.82	\$9.85	\$11.28	\$14.23	\$16.10	\$20.30	\$7.37	\$9.29
Retiree, Long-Term Disability, Terminated Vested and Survivor	\$4.00	\$5.05	\$8.01	\$10.09	\$11.55	\$14.57	\$16.48	\$20.79	Not Available	

Vision Services – Premium Plan

Benefit	Service	Network	Non-network
Exams <i>Once every calendar year</i>	Vision Exam <i>Two annual exams covered for children up to age 18</i>	\$10 copayment	Reimbursed up to \$45
Lenses <i>Once every calendar year One \$25 copayment for lenses Discount applied to all lens options</i>	Single-vision lenses (per pair)	\$25 copayment	Reimbursed up to \$30
	Bifocal lenses (per pair)	\$25 copayment	Reimbursed up to \$50
	Trifocal lenses (per pair)	\$25 copayment	Reimbursed up to \$65
	Lenticular lenses (per pair)	\$25 copayment	Reimbursed up to \$100
	Polycarbonate lenses (per pair) <i>Applies to children up to age 18</i>	100% coverage	Not covered
Standard anti-reflective coating		\$30 copayment	Not covered
Standard progressive multifocal <i>Discount applied to all lens options</i>		\$50 copayment	Not covered
Frames	<i>Once every 2 calendar years Once every calendar year for children up to age 18</i>	Up to \$175 retail allowance and 20% discount off remaining balance ¹	Reimbursed up to \$70
Contact lenses <i>Once every calendar year in place of eye glass lenses</i>	Elective <i>If member prefers contacts to glasses</i>	Up to \$175 retail allowance and 15% discount off conventional or 10% discount off disposable remaining balance ²	Contact lenses reimbursed up to \$105
	Necessary <i>If medically necessary with prior approval from NVA</i>	Additional costs covered at 100%	Contact lenses reimbursed up to \$210
	Fitting and Evaluation	\$20 copayment for daily contact lenses \$30 copayment for extended contact lenses \$50 copayment for specialty contact lenses	Reimbursed up to \$20 for daily contact lenses or \$30 for extended or specialty contact lenses
Other	Optional Items (cosmetic extras)	Discount applied to all lens options	Not covered

¹ At Walmart or Sam's Club Locations, frame price point is \$77. Discount off remaining balance does not apply.

² At Walmart or Sam's Club Locations, contact lens price point is \$129. Discount off remaining balance does not apply.