



David B. Nichols, Director

CCO Form: GS
Approved: 2/15 (AR)

**REQUEST FOR PROPOSALS
FOR
MANAGED CARE, PPO AND PBM NETWORKS FOR WORKERS COMPENSATION
RFP # 6-150520LK**

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LIST OF ACRONYMS

MHTC	Missouri Highways and Transportation Commission
MoDOT	Missouri Department of Transportation
RFP	Request for Proposals
PPO	Preferred Provider Organization
PBM	Pharmacy Benefit Management

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INTRODUCTION

This Request For Proposals (**RFP**) seeks proposals from qualified firms (**Offerors**) to furnish the described services to the Missouri Highways and Transportation Commission (“**MHTC**” or “**Commission**”) and its operating arm, the Missouri Department of Transportation (“**MoDOT**”). Proposals in the required format provided for in this RFP must be mailed in a sealed envelope or box, or else delivered by hand or courier service (UPS, Federal Express, DHL, etc.) to be **received on or before 2:00 p.m., Central Time, May 20, 2015**, at the office of the RFP Buyer of Record:

Leann Kottwitz, CPPB
Senior General Services Specialist
Missouri Department of Transportation
Central Office General Services
830 MoDOT Drive; P.O. Box 270
Jefferson City, MO 65109
Email: Leann.Kottwitz@modot.mo.gov

All documents must be sealed and should be clearly marked “**Managed Care, PPO AND PBM Networks For Workers Compensation**”.

MHTC reserves the right to reject any and all proposals for any reason whatsoever. Time is of the essence for responding to the RFP within the submission deadlines.

PROPOSAL SUBMITTAL CERTIFICATION BY OFFEROR

- (1) The Offeror shall provide a fee proposal to MHTC in accordance with the terms of this RFP.
- (2) The Offeror agrees to provide the services at the fees quoted, under the terms of this RFP.
- (3) By submission of this proposal, each Offeror and each person signing on behalf of any Offeror, and in the case of a joint proposal, each party thereto as to its own organization, under penalty of perjury, certifies to the best of its knowledge and belief:
 - (A) The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or any competitor; and
 - (B) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Offeror prior to the opening, directly or indirectly, to any other Offeror or to any competitor; and
 - (C) No attempt has been made or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.
 - (D) The Offeror certifies that this proposal is made without any connection with any other person/firm/organization/business entity making a proposal for the same purpose, and is in all respects fair and without collusion or fraud, and that no elected official or other member, officer or employee or person whose salary is payable in whole or in part from the MHTC/MoDOT is directly or indirectly interested therein, or in any portion of the profits thereof.

Authorized Signature of Offeror: _____

Date of Proposal: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____

**SECTION 1:
GENERAL DESCRIPTION AND BACKGROUND**

(A) Request for Proposal This document constitutes a RFP from qualified organizations to provide any or all of the following services (1) preferred provider organization (PPO) network of medical providers for treatment of work related injuries; (2) pharmacy benefit management (PBM) network; and (3) case management for MHTC's Self-Insurance Plan, which covers employees of MoDOT, executive director and the employees of the Missouri Department of Transportation and Highway Patrol Employees' Retirement System and the Missouri State Highway Patrol. The managed care, PPO and PBM networks will hereinafter be referred to as "offeror". **MHTC RESERVES THE RIGHT TO AWARD SEPARATE CONTRACTS TO THE SUCCESSFUL OFFEROR(S) FOR ANY OR A COMBINATION OF THE REQUESTED PPO NETWORK, PBM NETWORK AND CASE MANAGEMENT SERVICES DESCRIBED UNDER THIS RFP.**

(B) Background:

1. History and Authority of Missouri Highways and Transportation Commission: MHTC was established in 1921 by the legislature as the successor to the old State Highway Board. MHTC was given the responsibility and authority to construct the designated state highway system. January 1, 1980, the Department of Highways was merged with the Department of Transportation by constitutional amendment and the Highway Commission became the Highways and Transportation Commission and assumed all responsibility for approximately 32,000 miles of state highways. These include the highways generally referred to as the interstate system, the federal marked routes, state routes and the supplementary routes, commonly referred to as farm-to-market roads. A major component of MHTC's operations involves the construction and maintenance of the state highway system. All funds available for the construction and maintenance of the highway system come from highway user taxes.

MHTC has over 5,000 employees engaged in the various areas related to the construction and maintenance of the state highway system.

2. History and Authority of Missouri State Highway Patrol: The Missouri State Highway Patrol was created in 1931 by an act of the 56th Missouri General Assembly, during the tenure of Governor Henry S. Caulfield. The authorized strength of the Patrol was established at 125 officers and patrolmen. The primary responsibility of the Missouri State Highway Patrol is to enforce the traffic laws of Missouri and to promote safety on its approximately 32,000 miles of state-maintained highways. The State is divided into nine troops, geographically, and each troop is commanded by a Captain. Each troop is divided into zones, which are each under the supervision of a sergeant. The department now has force of 1,200 uniformed officers and 1,100 support personnel. On July 1, 1974, the Missouri State Highway Patrol became an agency under the Department of Public Safety. This was done in accordance with the Omnibus State Reorganization Act of 1974.

The Highway Patrol, while primarily created to enforce traffic laws, is a full service police agency. This agency investigates crimes any place in the State as well as provides full laboratory service for criminal analysis. It also is the repository for all criminal arrest records and traffic records, as well as maintaining the Missouri Uniform Law Enforcement Communications System, which includes a teleprocessing terminal in city, county, state and federal agencies in Missouri. Additional responsibilities include administration of the Drivers Licensing, Motor Vehicle Inspection, and Commercial Vehicle Enforcement programs.

3. History of Workers' Compensation Insurance: Prior to January 1, 1987, MHTC purchased commercial workers' compensation insurance to cover employees' work related injuries. Section 226.160 RSMo. authorizes MHTC to establish a self-insurance plan pursuant to the provisions of Chapter 287 RSMo. for workers' compensation for employees of MHTC and Missouri State Highway Patrol. Among other things, the statute provides for MHTC to annually determine the amount of contribution required to pay claims for workers' compensation losses and authorize MHTC to contract for excess insurance coverage as deemed appropriate.

By the authority of Section 226.160 RSMo. MHTC's workers' compensation self-insurance plan was initiated January 1, 1987. Responsibility for the self-insurance plan is vested with the Office of Risk & Benefits Management and MHTC. The Workers' Compensation Claims Administration was brought in-house as of January 1, 1995.

(C) Contract Period: The Contract Period for the performance of the services described in this RFP is July 1, 2015 through June 30, 2016. The successful Offeror shall perform any and all the services listed herein as often as requested by MHTC for the entire duration of the Contract Period as defined herein at the Guaranteed-Not-To-Exceed Prices submitted by the successful Offeror in response to **SECTION 6: PRICING PAGE** of this RFP.

(D) Renewals/Extensions: The contract shall not bind, not purport to bind, MHTC for any contractual commitment in excess of the original contract period. The MHTC shall have the right, at its sole option, to extend the contract for two (2) additional one-year periods, or a portion thereof. In the event MHTC exercises its options, all terms, conditions, and provisions of the original contract shall remain the same and apply during the extension period. If the options are exercised, the successful Offeror shall agree the prices stated in the original contract shall not be increased in excess of the renewal periods' pricing, if any, stated on the pricing page of the contract. If the pricing page does not include such renewal prices or if applicable spaces are left blank, and not completed, prices during extension periods shall be the same as during the original contract period. MHTC does not automatically exercise its options based upon the maximum renewal price of increase without documented justification supporting an increase and reserves the right to offer or to request an extension of the contract at a price less than that price derived from the successful Offeror's renewal amounts.

(E) Schedule of Events: Below is the schedule that will be followed. Unless otherwise specified, the time of day will be 7:30 a.m. to 4:00 p.m. Central Time. MHTC

reserves the right at its sole discretion to expand this schedule, as deemed necessary, without any notification except for the deadline date for submitting a proposal.

DATE	EVENT
April 22, 2015	Issue RFP and Advertise intent to solicit proposals.
April 30, 2015	Deadline for Offerors to submit written questions and requests for clarification to the RFP Buyer of Record.
May 05, 2015	Issuance of Amendment with resolution of any questions submitted.
May 20, 2015, on or before 2:00 p.m., Central Time	Deadline for submission of proposals and scheduled public reading of the names of Offerors submitting timely received proposals.

**SECTION 2:
SCOPE OF WORK AND SPECIFIC SERVICES**

(A) Scope of Work: The successful Offeror agrees to provide to MHTC the following professional services:

➤ Provide any one, or a combination of the following services: (1) PPO network of medical providers for treatment of work related injuries; (2) a PBM network and (3) case management for the MHTC Self-Insurance Plan, which covers employees of MoDOT, executive director and the employees of the Missouri Department of Transportation and Highway Patrol Employees' Retirement System, and the Missouri State Highway Patrol.

(B) Specific Services: As applicable to any one of a combination of the three services listed separately in paragraph (A) above, that are selected to be provided pursuant to the proposal submitted by the Offeror, the Offerors agree to perform specific services within the above stated scope of work to include, but not be limited to the following:

PPO:

➤ The Offeror shall provide a PPO network of hospitals, physicians, physical therapists and other medical services providing workers' compensation medical evaluations, disability determination, to include disability rating examinations and work related injury/illness treatment to Missouri Department of Transportation and Missouri State Highway Patrol employees, executive director and the employees of the Missouri Department of Transportation and Highway Patrol Employees' Retirement System, referred to herein as MHTC.

➤ The Offeror shall coordinate its services with the MHTC's Office of Risk & Benefits Management.

➤ The Offeror must cooperate in periodic and/or random audits which may be required and authorized by MHTC, the State Auditor's Office, or any other party authorized by MHTC. The Offeror will be given reasonable notification (at least one week before the audit). The Offeror shall participate in audits at no additional charge to MHTC.

➤ The Offeror shall agree and understand that MHTC intends to assign treatment of injured employees to providers which are members of the Offeror's PPO network whenever such assignment is in the best interest of the State of Missouri and the injured employee. However, the Offeror shall agree and understand that MHTC shall make the final decision regarding the choice of medical providers, and that such decisions shall be final and without recourse.

➤ The Offeror shall assist MHTC in informing the PPO providers of the policies, procedures and documentation requirements of MHTC.

➤ The Offeror must monitor the quality of care provided throughout the PPO network and must take necessary steps when inappropriate care is identified.

➤ Providers should be either board certified/board eligible or have at least three years of experience in treatment of workers' compensation injuries/illnesses.

➤ Physicians shall coordinate care for initial treatment through determination of Maximum Medical Improvement (MMI) and/or return to work.

➤ The Offeror shall not use or disclose, at any time during or after the termination of this contract any information discovered or developed pursuant to the post award agreement without the express written consent of MHTC. Any and all reports related to this contract shall be submitted to MHTC through the Director of Risk & Benefits Management.

➤ Except to the extent necessary or appropriate for Offeror to provide the services contemplated by the contract, to the extent allowed by applicable state or federal laws, or to the extent necessary to comply with applicable laws or compulsory legal process or defend against any claim or right, Offeror shall not use or disclose, at any time during or after the termination of this contract any information discovered or developed pursuant to the post award agreement, without the express written consent of MHTC. Any and all reports related to this contract shall be submitted to MHTC through the Director of Risk & Benefits Management. MHTC acknowledges and agrees to retain in confidence, and to not disclose to third parties, any and all confidential and proprietary information of the Offeror that MHTC receives in connection with this contract, except to the extent necessary or appropriate for MHTC to pay claims for services provided in connection with this contract, to the extent allowed by applicable state or federal laws, or to the extent necessary to comply with applicable laws or compulsory legal process or defend against or assert any claim or right.

➤ MHTC shall pay or arrange for payment of each valid claim received from Offeror within the thirty (30) day period following the later of (i) the date on which the claim is

received, or (ii) the date on which all payment issues relating to the claim are resolved.

PBM:

➤ The Offeror shall provide a PBM network of pharmacies located throughout Missouri which allows access for Missouri Department of Transportation and Missouri State Highway Patrol employees, executive director and the employees of the Missouri Department of Transportation and Highway Patrol Employees' Retirement System, referred to herein as MHTC.

➤ The Offeror shall coordinate its services with the MHTC's Office of Risk & Benefits Management.

➤ The Offeror must cooperate in periodic and/or random audits which may be required and authorized by MHTC, the State Auditor's Office, or any other party authorized by MHTC. The Offeror will be given reasonable notification (at least one week before the audit). The Offeror shall participate in audits at no additional charge to MHTC.

➤ The Offeror shall not use or disclose, at any time during or after the termination of this contract any information discovered or developed pursuant to the post award agreement without the express written consent of MHTC. Any and all reports related to this contract shall be submitted to MHTC through the Director of Risk & Benefits Management.

➤ Except to the extent necessary or appropriate for Offeror to provide the services contemplated by the contract, to the extent allowed by applicable state or federal laws, or to the extent necessary to comply with applicable laws or compulsory legal process or defend against any claim or right, Offeror shall not use or disclose, at any time during or after the termination of this contract any information discovered or developed pursuant to the post award agreement, without the express written consent of MHTC. Any and all reports related to this contract shall be submitted to MHTC through the Director of Risk & Benefits Management. MHTC acknowledges and agrees to retain in confidence, and to not disclose to third parties, any and all confidential and proprietary information of the Offeror that MHTC receives in connection with this contract, except to the extent necessary or appropriate for MHTC to pay claims for services provided in connection with this contract, to the extent allowed by applicable state or federal laws, or to the extent necessary to comply with applicable laws or compulsory legal process or defend against or assert any claim or right.

➤ MHTC shall pay or arrange for payment of each valid claim received from Offeror within the thirty (30) day period following the later of (i) the date on which the claim is received, or (ii) the date on which all payment issues relating to the claim are resolved.

Managed Care:

➤ The Offeror shall follow established guidelines and procedures and use customized forms, as developed by Offeror and/or MHTC. Such guidelines and procedures shall include, but not be limited to:

1. Specified hours of availability for treatment.

when necessary.

2. Same day treatment for workers' compensation, injuries/illnesses,
3. Uniform reporting of injuries/illnesses, including, but not limited to, Surgeon Report or typed progress notes and Return to Work form, submitted to MHTC, in a timely manner.
4. Authorization for treatment of all injuries from initial treatment to specialist referrals.

- Any other form of communication as deemed beneficial by MHTC/Offeror.

- Providers should provide an approach to evaluate the direction and maintain the care of treatment, including referrals to specialists.

- The Offeror must monitor the quality of care provided throughout the PPO network and must take necessary steps when inappropriate care is identified.

- Providers should be either board certified/board eligible or have at least three years of experience in treatment of workers' compensation injuries/illnesses.

- Physicians shall coordinate care for initial treatment through determination of Maximum Medical Improvement (MMI) and/or return to work.

The Offeror shall not use or disclose, at any time during or after the termination of this contract any information discovered or developed pursuant to the post award agreement without the express written consent of MHTC. Any and all reports related to this contract shall be submitted to MHTC through the Director of Risk & Benefits Management.

- Except to the extent necessary or appropriate for Offeror to provide the services contemplated by the contract, to the extent allowed by applicable state or federal laws, or to the extent necessary to comply with applicable laws or compulsory legal process or defend against any claim or right, Offeror shall not use or disclose, at any time during or after the termination of this contract any information discovered or developed pursuant to the post award agreement, without the express written consent of MHTC. Any and all reports related to this contract shall be submitted to MHTC through the Director of Risk & Benefits Management. MHTC acknowledges and agrees to retain in confidence, and to not disclose to third parties, any and all confidential and proprietary information of the Offeror that MHTC receives in connection with this contract, except to the extent necessary or appropriate for MHTC to pay claims for services provided in connection with this contract, to the extent allowed by applicable state or federal laws, or to the extent necessary to comply with applicable laws or compulsory legal process or defend against or assert any claim or right.

- MHTC shall pay or arrange for payment of each valid claim received from Offeror within the thirty (30) day period following the later of (i) the date on which the claim is received, or (ii) the date on which all payment issues relating to the claim are resolved.

(C) Service Requirements: As applicable to any one of a combination of the three services listed separately in paragraph (A) above, that are selected to be provided pursuant to the proposal submitted by the Offeror, the Offerors agree to perform specific services within the above stated scope of work that comply with service requirements including but not limited to the following:

1. The Offeror must provide an integrated PPO network of hospitals and physicians with facilities and serve at a minimum, within MHTC's districts and State Highway Patrol troops.

2. The Offeror shall furnish to Risk & Benefits Management (RB), a directory of providers in the network including physicians, rehabilitative services, and hospitals, identified by name, geographic area and specialty.

3. Upon request, the Offeror shall furnish to RB a copy of the PPO network contract in force between the MCO and the medical providers.

4. All medical providers in the Offeror's PPO network shall be specialists in treatment and evaluation of occupational injuries/illnesses. Such networks shall include, but not be limited to, orthopedic specialists (hand, back, shoulder, etc.), neurosurgeons, physical/occupational therapists, and physicians proficient in providing Independent Medical Evaluations (IME) and MMI. The Offeror and MHTC shall cooperate with each other in instructing medical care providers to call RB for authorization of services, provide follow-up appointments, and referrals.

5. The Offeror shall provide a no-risk First Fill program as part of the PBM program.

6. The Offeror shall provide a PBM network that includes a mail order pharmacy.

7. The Offeror of the PBM shall provide a web portal accessible to MoDOT claims adjusters.

8. The Offeror must provide an automated means of interfacing with RB. The Offeror's electronic interface must include, at a minimum, the ability to identify the injured employee's name, social security number, date and nature of injury, and authorization of service for referral by provider, by district or troop.

9. Medical Director: A board certified occupational health physician shall provide overall oversight to the program to include providing treatment protocols, determining individual medical treatment appropriateness, and network medical provider compliance.

10. Medical providers identified to provide treatment for serious injuries, i.e. trauma centers, should be able to provide drug and alcohol testing in accordance with

Department of Health and Human Services (DHHS) guidelines for U.S. Department of Transportation (DOT) required testing.

(D) Utilization Management: Offeror shall provide a utilization management program to include the following:

1. Offeror shall receive itemized billing from participating medical care providers for authorized services rendered to covered employees of the Missouri Department of Transportation, executive director and the employees of the Missouri Department of Transportation and Highway Patrol Employees' Retirement System and of the Missouri State Highway Patrol.

2. Offeror shall perform invoice re-pricing to apply discounts and conduct utilization review of medical services provided in compliance with the agreements in place with participating medical care providers and MHTC. Utilization review shall include billing reviews and a review of the reasonableness of charges and medical procedures associated with diagnosis. Such review shall also consider unbundling and other creative billing procedures. Re-pricing shall be done electronically and submitted to RB.

3. Offeror must ensure through contractual means or otherwise that participating providers in the proposed PPO network do not arbitrarily inflate their billings under the PPO agreement above the provider's prevailing charges for similar services to non-PPO patients or above what is deemed usual, customary, and reasonable for similar providers and services in the providers geographic area. Provisions for special medical bills audits shall be made available to RB.

4. Offeror shall attach a repricing document to each original invoice and forward to RB the original documents with one duplicate set within the standards of 96% of clean claims being processed in four (4) working days and of 98% of all claims being processed in seven (7) working days.

5. Offeror shall assist RB in obtaining necessary medical documentation from PPO providers and shall submit all documentation received to RB within three (3) working days.

6. Offeror shall also provide RB with a report providing relevant information from submitted invoices as determined by RB, at no additional charge. Offeror shall fully cooperate with MHTC's health insurance plan for reimbursement of erroneous payments of workers' compensation claims.

7. Offeror must continue to perform a good faith effort in PPO negotiations with hospitals and physicians in those districts and troops as specified in Attachments B & C, for which PPO network is not yet complete.

8. Offeror should submit quarterly progress reports to RB documenting the

actions, which have taken place. Such progress reports must itemize the actions by district or troop.

9. Offeror must negotiate rates with hospitals and physicians and may also negotiate with surgical centers for hospital outpatient fee schedules.

(E) Disability Management: The Offeror shall provide a disability management program which shall manage the costs of disability through aggressive coordination of medical care, focusing on appropriate return to work and productivity. The Offeror shall provide to MHTC a disability management program to include, but not be limited to:

1. Early return to work by emphasizing the positive capabilities of employees through temporary modified duty.

2. Aggressive rehabilitative therapy programs as outlined in established treatment protocols.

3. The disability management program shall be coordinated with all other disability programs provided by Highways and Transportation Employees' and Highway Patrol Retirement System under section 104.110 RSMo.

MHTC's temporary modified duty policy is included in this RFP as Attachment 3.

(F) Treatment Protocols: The Offeror shall provide clinical guidelines developed by medical specialists that help direct the type and amount of treatment rendered. Offeror shall provide and coordinate with MHTC according to industry standards, implementation of medical treatment protocols for the most common injuries suffered as work-related injuries:

- Back Injuries
- Shoulder Injuries
- Hand/Wrist Injuries/Syndromes
- Knee Injuries
- Eye Injuries
- Loss of Hearing

1. The Offeror shall ensure compliance of all medical providers in the PPO with established treatment protocols.

2. Both the Offeror and MHTC shall review treatment protocols periodically for effectiveness and accuracy and compare to industry standards.

(G) Case Management: The Offeror shall provide an effective case management program that ensures injured employees receive appropriate medical care, and are returned to

productive work and normal lifestyle as quickly as possible.

- From the hours of 7:30 a.m. to 4:00 p.m., Monday through Friday, the Offeror shall have a trained registered nurse(s) and /or physician(s) available to handle difficult cases.
- Offeror shall provide staff or may subcontract for services for medical management of claims as deemed necessary by MHTC. Case managers shall have extensive experience as occupational rehabilitation nurses.
- Pre-certification of all hospital inpatient admissions shall be made through Offerors case managers. All other procedures and treatments shall be authorized by the assigned claims adjuster at MHTC's Office of Risk & Benefits Management.

(H) Administrative Services:

- Offeror must provide RB or its designee with all data and information necessary for analysis of the effectiveness of the PPO and PBM networks.
- Offeror must provide RB with all PPO related data necessary to prepare monthly reports that compare outcomes of PPO provider versus non-PPO providers and which compare both cost and utilization statistics. In addition, Offeror must provide to RB any other data or information available and necessary which documents successful PPO network services.
- Offeror must provide RB with all PBM related data necessary to prepare monthly reports that demonstrate cost savings.
- Offeror must provide RB with a monthly report of all name-brand prescription fills and work with medical providers to obtain generic prescriptions when appropriate.
- Offeror shall regularly meet with MHTC staff, state officials and /or outside consultants as deemed necessary by Risk and Benefits Management. No additional fees or expenses shall be paid to the contractor for such participation.
- Uniform Usage of Forms: Offeror shall use commercially reasonable efforts to inform and instruct PPO providers to use forms developed by Offeror and Risk & Benefits Management.

**SECTION 3:
REQUIRED ELEMENTS OF PROPOSAL AND SUBMISSION**

(A) **Required Elements of Proposal:** Each Offeror shall provide a cover letter signed by an authorized firm representative stating he/she has read and understands all of the terms and conditions of doing business with MHTC in response to this request for proposal. Each Offeror's proposal must be divided into sections corresponding to the list of elements described below.

1. **Cost, Fees & Expenses** - The objective evaluation of cost shall be conducted based upon the original contract period for low cost determination.

(a) Cost points shall be determined using a scale of thirty (30) possible points and the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 30 = \text{Cost score points}$$

2. **Proposed Method of Performance** - Any Offeror submitting a proposal shall provide a detailed description how the Offeror will meet the requirements identified in the scope of work of this request for proposal. The Offeror shall also submit any and all additional information concerning the quality of the services **included with the proposed method of performance**. The Offeror will include the expertise of PPO Physicians and/or the availability of PBM providers throughout the state.

3. **Experience, Expertise and Reliability** - Experience and reliability of the Offeror's organization is considered in the evaluation process. Therefore, the Offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to previous Managed Care, PPO and PBM Networks for Workers Compensation. The Offeror shall identify the principal person responsible for this engagement. The Offeror shall also identify all other individuals who will be involved in this project. The qualifications of all personnel shall be included.

(A) The Offeror should provide the following information related to previous and current contracts which are considered identical or similar to the requirements of this RFP.

- Name, address and telephone number of contracting agency and a contact person who may be contacted for verification of all data submitted.
- Dates of the Contract.
- A brief, written description of the specific prior services performed and requirements thereof.

(B) The qualifications (expertise) of the personnel proposed by the Offeror to perform the requirements of the RFP will be considered in the evaluation. Therefore, the Offeror

should submit detailed information related to the expertise and qualification of the staff proposed.

(C) The Offeror should provide a resume, including references, detailing educational qualifications and previous work assignments as they may relate to this RFP for key personnel to be assigned to these services.

(D) If the staff is not yet hired, the Offeror should provide:

- Detailed descriptions of the required employment qualifications, and;
- Detailed job descriptions of the positions to be filled, including the type of individuals proposed to be hired.

4. Cost Effectiveness. Average and minimum discount from standard fees for services provided in the Offerors PPO or PBM must be included here and will be used to score proposals.

5. References: List at least three (3) references for which the Offeror firm provided services which are similar in nature to the services requested in this proposal over the past three (3) calendar years. MHTC reserves the right to determine which references to call and whether or not to call all references for all Offerors. The reference list should include:

- The client's name, address, telephone number, and fax number,
- A brief description of work satisfactorily completed with location,
- Dates of contracts,
- Names and addresses of owners, and
- Name of contact person.

(B) Submission of Proposals: Offerors are responsible for submission of accurate, adequate and clear descriptions of the information requested. Omissions, vagueness or inaccurate descriptions or responses shall not be interpreted in favor of the Offeror and shall be grounds for rejection. This document is not an offer to contract, but is an RFP. Neither the issuance of the RFP, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by the MHTC, will commit the MHTC to award a contract to any Offeror even if all of the requirements in the RFP are met. The MHTC may modify these requirements in whole or in part and/or seek additional Offerors to submit proposals. Only the execution of the Resulting Agreement will obligate the MHTC in accordance with the terms and conditions contained therein.

1. Proposal Format: The Offeror's submittal must include one (1) original hardcopy document. Three (3) electronic copies of the proposal are desired in addition to the hardcopy document. Electronic copies of the proposal must be in Microsoft compatible format or in ".pdf" and stored on CD(s) or flash drive(s). The Offeror shall ensure the electronic copy

of the proposal document stored in all media is identical to the original hardcopy response document. In case of a discrepancy, the original hardcopy proposal document language shall govern.

2. Signatures: Any form containing a signature line in this RFP and any amendments, pricing pages, etc., must be manually signed and returned as part of the proposal.

3. Pricing: The Offeror is required to specify the pricing associated with this RFP as a firm fixed price. The successful Offeror will be responsible for performing all services listed in this RFP at the prices listed on **SECTION 6: PRICING PAGE** of the RFP. MHTC will not be liable for any charges beyond those detailed in the proposal.

A. MHTC shall not make any payment to the successful Offeror in advance of the services rendered by the successful Offeror.

B. Each Offeror is responsible for its own expense in preparing, delivering or presenting a proposal, and for subsequent interviews or negotiations with MHTC, if any, as provided for in this RFP.

4. Proposal Life: The Offerors must include a statement in the proposal that indicates the length of time during which MHTC may rely on all proposal commitments. All proposals made in response to this RFP and quoted pricing must remain in effect for a period of not less than 90 days after the date for proposal submission. Any proposal accepted by MHTC for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by MHTC.

5. Submission of All Information Required: The Offerors must respond to this RFP by submitting all the information required herein for its proposal to be evaluated and considered for award. Failure to submit all the required information shall be deemed sufficient cause for disqualification of a proposal from consideration.

6. Public Inspection: The Offerors are hereby advised that all proposals and the information contained in or related thereto are subject to Missouri Open Records Act and after contract award and execution of the Resulting Agreement shall be open to public inspection and may be viewed and copied by any member of the public; therefore, MHTC does not assume any responsibility whatsoever in the event that such information is used or copied by individual persons or organizations.

A. Offerors claiming a statutory exception to the Missouri Open Records Act must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the proposal and on the outside of that envelope that confidential materials are included. The Offeror must also specify which statutory exception provision applies. MHTC reserves the right to make determinations of confidentiality. If MHTC does not agree that the information designated is confidential under one of the disclosure exceptions to the Missouri Open Records Act, it may either reject the

proposal or discuss its interpretation of the allowable exceptions with the Offeror. If agreement can be reached, the proposal will be considered. If agreement cannot be reached, MHTC will remove the proposal from consideration for award and return the proposal to the Offeror.

B. MHTC will not consider prices to be confidential information.

C. The Offeror must submit its proposal based on the conditions contained in this paragraph without reservations.

7. Clarification of Requirements: It shall be the Offerors' responsibility to ask questions, request changes or clarification, or otherwise advise MHTC/MoDOT if any language, specifications or requirements of the 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.

A. Any and all communication from Offerors regarding specifications, requirements, competitive proposal, etc., must be directed to the RFP Buyer of Record listed herein, unless the RFP specifically refers the Offerors to another contact. Such communication shall be received by the date noted in **SECTION 1: GENERAL DESCRIPTION AND BACKGROUND, (E) Schedule of Events**.

B. Every attempt will be made to ensure that the Offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable proposal process, all Offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, Offerors are advised that unless specified elsewhere in the RFP, any questions received after the listed date may not be answered.

8. Interview Conference: After an initial screening of the written proposals, any, or all of the Offerors submitting a proposal in response to this RFP may be required to give an oral presentation of their proposal. Additional technical information may be requested for clarification purposes, but in no way to change the original written proposal submitted. MHTC reserves the right, in its sole discretion, to decide to conduct interviews with any or all of the Offerors. If an interview is conducted, it is preferred that the interviewed Offeror's personnel to be assigned to the work, as well as key representatives, be present at and participate in the interview.

9. Official Position of MHTC: Offerors are cautioned that the only official position of the MHTC and MoDOT is that which is issued by MHTC 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.

**SECTION 4:
EVALUATION FACTORS AND PROCESS:**

(A) Evaluation Factors: The following factors shall be considered in the evaluation of the proposals:

1. Evaluation Criteria: Any agreement for services resulting from this RFP shall be awarded to the Offeror providing the best proposal to MHTC. After determining responsiveness, proposals will be evaluated in accordance with the following criteria and maximum points per each criterion:

Evaluation Criterion Description	Maximum Points
Cost, Fees & Expenses	30
Proposed Method of Performance; Including Expertise of PPO Physicians	30
Experience, Expertise & Reliability Of Personnel and Organization	25
Cost Effectiveness	15

2. Historic Information: MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, presentations or interviews as applicable, references, or other sources, including but not limited to the listed subcontractors, in the evaluation process.

3. Responsibility to Submit Information: Each Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation criteria and MHTC is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

(B) Proposal Review/Evaluation: MHTC will select a group of individuals to comprise the proposal review team. MHTC may, in its sole discretion, form a subgroup of the proposal review team, consisting of one or more team members, to comprise a separate proposal evaluation team that would be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation team members will use the evaluation criteria stated above and present the evaluations to the review team for further action in the proposal evaluation and contract award process. If MHTC opts to not create a separate subgroup proposal evaluation team, the proposal review team shall also act as the proposal evaluation team.

SECTION 5: TERMS AND CONDITIONS

(A) Agreement Components: The Resulting Agreement between MHTC and the successful Offeror shall incorporate by reference as its components the following: the RFP and any written amendments thereto and the proposal submitted by the successful Offeror in response to the RFP. In case of a conflict between or inconsistency in the terms contained in the RFP and the proposal submitted by the Offeror in response to the RFP, the terms of the RFP shall govern. In the event of a conflict between or inconsistency in the terms of the RFP and the Resulting Agreement, the terms of the Resulting Agreement shall govern. MHTC reserves the right, in its sole discretion, to clarify any relationship in writing and such written clarification shall govern in case of any conflict with or inconsistency in the applicable requirements stated in the RFP and the successful Offeror's proposal.

(B) MHTC's Representative: MoDOT's Risk and Benefits Management Director is designated as MHTC's representative with authority to act on behalf of MHTC for the purpose of administering the Resulting Agreement. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Resulting Agreement. Each Offeror shall fully coordinate its activities with the designated representative and shall consult the MHTC representative regarding any problem arising out of the provision of the services to the MHTC pursuant to this RFP and the Resulting Agreement. As the work of the successful Offeror progresses, advice and information on matters covered by the Resulting Agreement shall be made available by the successful Offeror to the designated representative throughout the effective period of the Agreement. MHTC reserves the right to limit the authority of Buyer of Record and MHTC's representative provided herein as it deems necessary in its sole discretion at any time and from time to time throughout the duration of the RFP process and the Contract Period.

(C) Assignment: The successful Offeror shall not assign, transfer, or delegate any interest in the services to be provided under this RFP and the Resulting Agreement without the prior written consent of the MHTC representative. The successful Offeror may at its own expense employ clerical or technical assistance in the performance of the services under this RFP and the Resulting Agreement, such clerical and technical assistance provider being as fully bound as the Offeror to all confidentiality and work product provisions of this RFP and the Resulting Agreement.

(D) Amendments: Any change in the Resulting Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the successful Offeror and MHTC.

(E) Disputes Under the RFP and Resulting Agreement: The MHTC representative and/or Buyer of Record, as applicable, will decide all questions which may arise as to the quality, quantity, and acceptability of any Offeror's proposals submitted in response to this RFP, and of the services under this RFP and the Resulting Agreement performed by the successful

Offeror and as to the rate of progress of the services; all questions which may arise as to the interpretation of the services to be performed under this RFP and the Resulting Agreement; all questions as to the acceptable fulfillment of the Resulting Agreement on the part of the successful Offeror; the proper compensation for performance or breach of the Resulting Agreement; and all claims of any character whatsoever in connection with or growing out of the services to be performed or performed by the successful Offeror, whether claims under this RFP and the Resulting Agreement or otherwise. The decision of the MHTC representative and/or Buyer of Record, as applicable, shall be conclusive, binding, and incontestable.

(F) Successors and Assigns: The Commission and the Offerors agree that this RFP and, as applicable, the Resulting Agreement as well as all agreements entered into under the provisions of this RFP, shall be binding upon the parties thereto and their successors and assigns.

(G) Sole Beneficiary: The Resulting Agreement will be made for the sole benefit of the parties thereto and nothing in this RFP or the Resulting Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the successful Offeror.

(H) Cancellation of Resulting Agreement: MHTC may cancel the Resulting Agreement at any time by providing the successful Offeror with a written notice of cancellation. Should the Commission exercise its right to cancel the Resulting Agreement, cancellation will become effective upon the date specified in the notice of cancellation.

(I) Bankruptcy: Upon filing for any bankruptcy or insolvency proceeding by or against any Offeror or assignee, whether voluntarily, or upon the appointment of a receiver for the benefit of creditors, Commission reserves the right and sole discretion to reject the Offeror's proposal, or, as applicable, either cancel the Resulting Agreement or affirm the Resulting Agreement and hold the successful Offeror responsible for damages.

(J) Status as Independent Contractor: The successful Offeror 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 MHTC or MoDOT. Therefore, the successful Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.

(K) Subcontractor: Any Offeror's proposal must identify all subcontractors, if any, and outline the contractual relationship between the Offeror and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal. MHTC must approve the successful Offeror's subcontracting any portion of the services to be provided under the Agreement. The successful Offeror is responsible for the performance of any obligations that may result from this RFP and the Agreement and shall not be relieved by the non-performance of any subcontractor.

(L) MBE/WBE Participation Encouraged:

1. Affirmative Action Program: Offerors are encouraged to submit copies of their existing affirmative action programs, if any. Offerors are also encouraged to directly hire minorities and women as direct employees of the Offerors.

2. Minority Participation Encouraged: Offerors are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs (i.e. 10% MBE and 5% WBE participation).

3. Offeror's Responsibility Unconditional: Regardless of which persons or firms, if any, that the successful Offeror may use as subcontractors or suppliers of goods or services for the services to be provided, the successful Offeror ultimately remains responsible and liable to MHTC for the complete, accurate, and professional quality/performance of these services.

(M) Nondiscrimination: The Offerors shall comply with all state and federal statutes applicable to the Offerors relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(N) Executive Order: The Offerors shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

1. Offeror's Certification: By signing the proposal to this RFP, the Offeror hereby certifies that any employee of the Offeror assigned to perform services herein is eligible and authorized to work in the United States in compliance with federal law.

2. Failure to Comply: In the event the Offeror fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Offeror has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to reject the Offeror's proposal or, as applicable, impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

3. Incorporation of Provisions: The successful Offeror shall include the provisions of this paragraph in every subcontract. The successful Offeror shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such

provisions, including sanctions for noncompliance.

(O) Non-employment of Unauthorized Aliens: Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to any Offeror, or for any Offeror receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the Offeror shall:

1. Enrollment in Federal Work Authorization Program: By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The Offeror must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of completed copy of the E-Verify Memorandum of Understanding (**MOU**). For Offerors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

2. Annual Worker Eligibility Affidavit: By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Offerors are required to complete and submit with their proposal the affidavit referenced herein, which is provided within this document and attached as **Exhibit 1**.

(P) Proof of Lawful Presence For Sole Proprietorships and Partnerships: If the Offeror is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. As applicable, Offerors are required to complete and submit with their proposals the copy of the affidavit referenced herein, which is provided within this document and attached as **Exhibit 2**.

(Q) Requirements to do Business in Missouri: Out-of-state Offerors must comply with the following requirements to do business in Missouri:

1. Registration with Secretary of State: The Offerors must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to execution of the Resulting Agreement, the successful Offeror shall submit to MHTC a copy of its current Authority Certificate from the Secretary of State of the State of

Missouri and/or a copy of its Certificate of No Tax Due from the Missouri Department of Revenue.

2. Transient Employer Certificate: All out-of-state Offerors providing services within the State of Missouri must provide a copy of their current Transient Employer Certificate issued from the Missouri Department of Revenue. For assistance with obtaining a Transient Employer Certificate, please call the Missouri Department of Revenue at (573) 751-0459.

(R) Law of Missouri to Govern: This RFP and the Resulting Agreement shall be construed according to the laws of the State of Missouri. The Offeror shall comply with all local, state, and federal laws and regulations relating to this RFP and, if applicable, the performance of the Agreement.

(S) Venue: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(T) Ownership of Records: All documents, reports, exhibits, etc., produced by the Offerors at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.

(U) Release to Public/Confidentiality: No material or reports prepared by the successful Offeror shall be released to the public without the prior consent of MHTC's representative. The Offerors shall not disclose to third parties confidential factual matters provided by MHTC's representative except as may be required by statute, ordinance, or order of court, or as authorized by MHTC's representative. The Offerors shall notify MHTC immediately of any request for such information.

(V) Prohibition Against Kickbacks and Gratuities/Nonsolicitation: Any kickback, gratuity, or other payment by the Offeror to any person employed by or on behalf of the Commission is prohibited except when such payment is made pursuant to the express terms of this RFP and, as applicable, the Resulting Agreement. Each Offeror warrants that it has not employed or retained any company or person, other than a bonafide employee working for the Offeror, to solicit or secure this RFP and as applicable the Resulting Agreement, and that the Offeror has not paid or agreed to pay any company or person, other than a bonafide employee, a fee, commission, percentage, brokerage fee, gift, or other consideration, which is contingent upon or Resulting from the award of this RFP and, as applicable, the Resulting Agreement. For breach or violation of this warranty, the Commission shall have the right to reject the Offeror's proposal and, as applicable, annul the Resulting Agreement without liability, or in its discretion, to withhold or recover said amounts from the compensation due or paid under the Resulting Agreement.

(W) Conflict of Interest: Each Offeror covenants that it presently has no actual

conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under this Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this RFP and the Resulting Agreement.

(X) Audit of Records: The successful Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no charge to MHTC and/or the Missouri State Auditor during the term of the Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement. MHTC's representative shall have the right to reproduce and/or use any products derived from the successful Offeror's work without payment of any royalties, fees, etc. MHTC's representative shall at all times have the right to audit any and all records pertaining to the services.

(Y) Indemnification: Each Offeror shall defend, indemnify, and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's submittal of its proposal in response to the RFP, performance of its obligations under this RFP and, as applicable, the Agreement.

(Z) Insurance: For proposal purposes, Offerors must submit copies of certificates of insurance for general and automobile liability and workers' compensation in the following coverage limits. The successful Offeror must provide original certificates prior to commencing services.

1. General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;

2. Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;

3. Missouri State Workmen's Compensation: Policy or equivalent coverage in accordance with state law.

(AA) Section Headings: All section headings contained in this RFP and the Resulting Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this RFP and the Resulting Agreement.

(BB) Severability: If any clause or provision of this RFP and/or the Resulting Agreement is found to be void or unenforceable by a court or agency of proper jurisdiction, then the remaining provisions not void or unenforceable shall remain in full force and effect.

(CC) No Adverse Inference: This RFP and/or the Resulting Agreement shall not be construed more strongly against one party or the other. No rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this RFP and/or the Resulting Agreement.

**SECTION 6):
PRICE PAGE**

- (A) **FEE SCHEDULE:** The Offeror shall indicate below all fees for providing services in accordance with the provisions and requirements stated in this request for proposal. The Offeror shall agree and understand that the MHTC has the right to make multiple awards as a result of this RFP.

MONTHLY PRICES

ADMINISTRATION FEE FOR PPO NETWORKS AND RELATED SERVICES.

Initial Contract Period

\$_____ firm, fixed price per month to provide and administer PPO networks and related services.

First Renewal Period

\$_____ firm, fixed price per month to provide and administer PPO networks and related services.

Second Renewal Period

\$_____ firm, fixed price per month to provide and administer PPO networks and related services.

Signature

Date

(Pricing Page continued on the next page)

**PRICE PAGE
(continued)**

The Offeror shall indicate below all fees for providing services in accordance with the provisions and requirements stated in this request for proposal. The Offeror shall agree and understand that the MHTC has the right to make multiple awards as a result of this RFP.

PER HOUR PRICES

CASE MANAGEMENT AND RELATED SERVICES

Initial Contract Period

\$_____ firm, fixed prices per hour to include, but not be limited to, case management, medical bill auditing, and other consulting services.

First Renewal Period

\$_____ firm, fixed prices per hour to include, but not be limited to, case management, medical bill auditing, and other consulting services.

Second Renewal Period

\$_____ firm, fixed prices per hour to include, but not be limited to, case management, medical bill auditing, and other consulting services.

Signature

Date

(Pricing Page continued on the next page)

PRICE PAGE
(continued)

The Offeror shall indicate below all fees for providing services in accordance with the provisions and requirements stated in this request for proposal. The Offeror shall agree and understand that the MHTC has the right to make multiple awards as a result of this RFP.

MONTHLY PRICES

DISPENSING FEE FOR PBM NETWORKS AND RELATED SERVICES.

Initial Contract Period

\$_____ firm, fixed price per month to provide and administer PBM networks and related services.

First Renewal Period

\$_____ firm, fixed price per month to provide and administer PBM networks and related services.

Second Renewal Period

\$_____ firm, fixed price per month to provide and administer PBM networks and related services.

Signature

Date

(Pricing Page continued on the next page)

(B) Cost Effectiveness Worksheet

The Offeror shall state the average and minimum discount from standard fees for services provided in the Offerors PPO or PBM

AVERAGE discount from standard fees
Hospitals/medical care facilities = _____%

MINIMUM discount from standard fees
Hospitals/medical care facilities = _____%

AVERAGE discount from standard fees
Physicians/medical care specialists = _____%

MINIMUM discount from standard fees
Physicians/medical care specialists = _____%

If incorporated, name in which state:

Signature

Date

EXHIBIT 1

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On the ____ day of _____, 20____, before me appeared _____, Affiant name
personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the _____ of _____, and I am duly authorized, title business name
directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 though 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

Notary Public

My commission expires:

[documentation of enrollment/participation in a federal work authorization program attached]

EXHIBIT 3

Policy 0509

From Human Resources

Jump to: [navigation](#), [search](#)
[Policy 0509](#)

PERSONNEL POLICY
MANUAL
MoDOT Personnel Policy Title: <u>Temporary Modified Duty Assignments</u>
Policy Number: <u>0509</u> Chapter Title: <u>Employment</u>
Effective Date: <u>July 1, 2010</u>
Supersedes Policy Number: <u>0509</u> Dated: <u>July 1, 2007</u>
Approved By: Micki Knudsen, Human Resources Director
(Signature on file)

Contents
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1_POLICY STATEMENT
2_DEFINITION
3_PROVISIONS / REQUIREMENTS
4_CROSS REFERENCES
5_PROCEDURE
6_FORM

POLICY STATEMENT

The department will assist employees who have a temporary work-related or non-work-related injury, illness, or condition by authorizing temporary modified duty (TMD) assignments, when possible. The nature, location, and length (not to exceed six months) of TMD assignments will be determined by the appropriate district engineer or division leader/state engineer, based upon each employee's individual circumstances and the needs of the department.

DEFINITION

Temporary Modified Duty Assignment: A full-time or part-time work assignment that meets an employee's temporary health restriction during his/her period of recuperation from a work-related or non-work-related injury, illness, or condition.

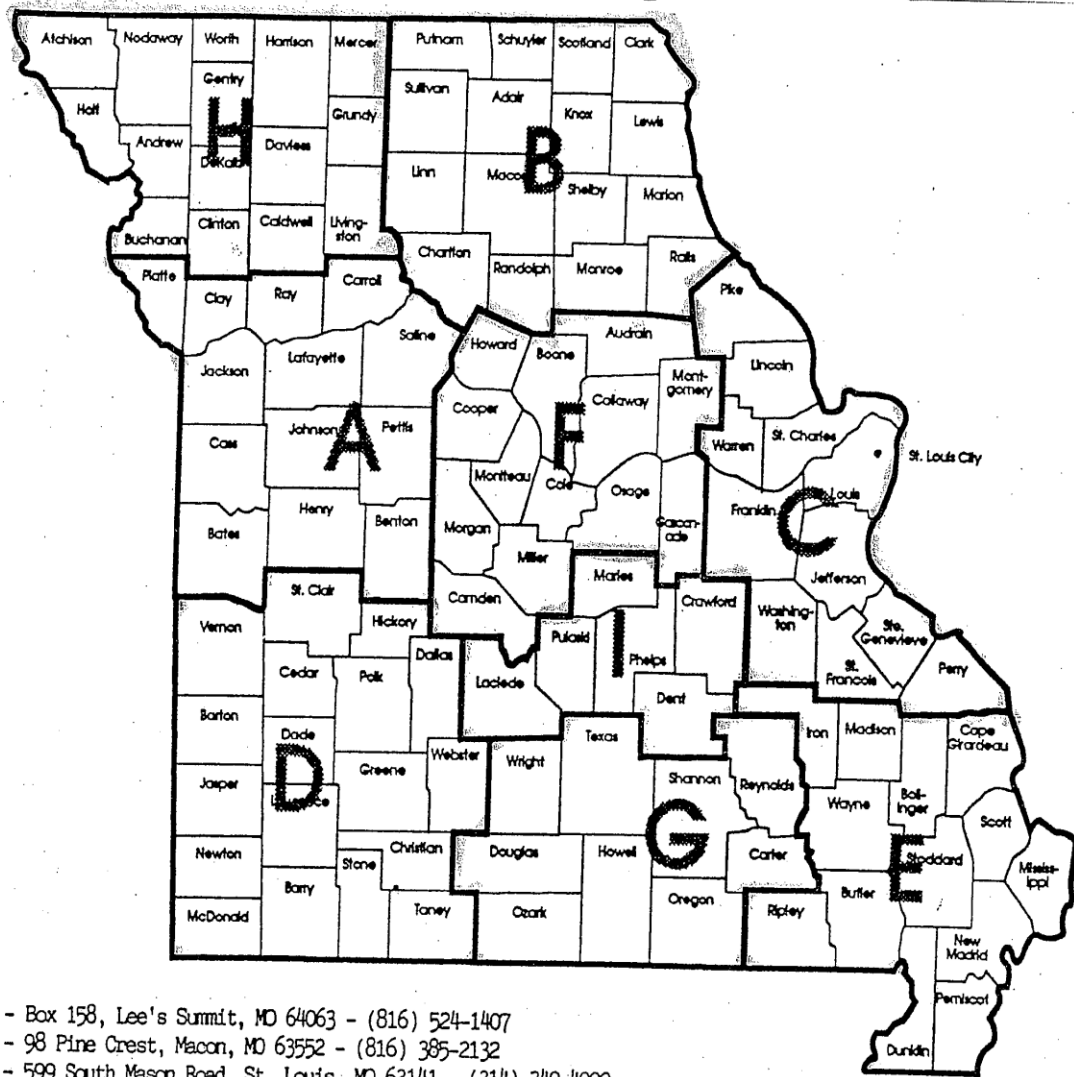
PROVISIONS / REQUIREMENTS

1. TMD assignments will be allowed only when there is productive work to be accomplished and may not exceed six months. It is not the intent of this policy to require an employee to commute an unusual distance or to change his/her place of residence to work in a TMD assignment.
2. While on TMD assignments, employees will be paid their regular salary if working full-time, or the wage equivalent of their regular salary if working part-time.
3. The Missouri Department of Transportation and Highway Patrol Employees' Retirement System sets a 180-day waiting period extending from the date of disability to the effective date of long-term disability payments. During this waiting period, if an employee is capable of returning to work on a full workday schedule, his/her waiting period might be impacted. If an employee returns to work before the 181st day and works for 30 or more full workdays, he/she must begin a new waiting period and thereby defer the effective date of long-term disability benefits. Partial workdays do not count toward this 30-day period and the 30-day period is not limited to consecutive workdays. The supervisor, the employee, and the treating physician should pay close attention to the employee's condition while the employee is in a TMD assignment. Any employee who feels his/her injury, illness, or condition is not temporary (as certified by the treating physician) and wishes to file a claim for long-term disability benefits should not be authorized to begin or continue TMD assignment.
4. Personnel Policy 0507, "Workers' Compensation," states, "Workers' compensation lost time benefits cease the day the employee is released to return to work." If an employee is released to part-time work in a TMD assignment, the employee must complete Form A-

450, "Workers' Compensation Disability Preference," indicating whether he/she wishes to supplement workers' compensation lost time benefits with sick leave benefits.

5. If an employee refuses to accept a TMD assignment for reasons other than the written advice from the treating physician, the employee may be dismissed from employment unless mitigating circumstances require other action.

6. If the district engineer or division leader/state engineer believes any employee's physical or mental limitation and/or medical restriction would prohibit a safe work environment for the employee, his/her coworkers, or the general public, the TMD assignment should not be authorized or should be withdrawn. Refer also to Personnel Policy 0602, "Fit for Duty Review Program."



- Troop A - Box 158, Lee's Summit, MO 64063 - (816) 524-1407
Troop B - 98 Pine Crest, Macon, MO 63552 - (816) 385-2132
Troop C - 599 South Mason Road, St. Louis, MO 63141 - (314) 340-4000
Troop C Satellite - Box 612, Park Hills, MO 63601 - (314) 431-0166
Troop D - 3131 East Kearney, Springfield, MO 65803 - (417) 895-6868
Troop D Satellite - Route 3, Box 232A, Carthage, MO 64836 - (417) 358-4686
Troop E - Route 6, Box 572, Poplar Bluff, MO 63901 - (314) 840-9500
Troop E Satellite - 105 Keystone Drive, Sikeston, MO 63801 - (314) 472-5200
Troop F - Box 568, Jefferson City, MO 65102 - (314) 751-1000
Troop G - Box 10, Willow Springs, MO 65793 - (417) 469-3121
Troop H - Box 8580, St. Joseph, MO 64508 - (816) 387-2345
Troop I - Box 128, Rolla, MO 65401 - (314) 368-2345
GR - Box 568, Jefferson City, MO 65102 - (314) 751-3313