

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 not to exceed one year from the date of the award. The submitted price for the contract is a firm, fixed price. 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 completed and uploaded Exhibits set forth in this RFP; and (4) This Request for Proposal.

Confirmed

Not confirmed (please explain)

1.3 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)

1.4 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)

1.5 Electronic Transmission Protocols: The contractor and all subcontractors shall maintain encryption standards of 2048 bits or greater for RSA key pairs, and 256 bit session key strength for the encryption of confidential information and transmission over public communication infrastructure. Batch transfers of files will be performed using SFTP or FTPS with similar standards and refined as needed to best accommodate provider configurations (i.e. port assignment, access control, etc.).

Confirmed

Not confirmed (please explain)

1.6 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)

1.7 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)

1.8 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)

1.9 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)

1.10 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)

1.11 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)

1.12 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)

1.13 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)

1.14 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)

1.15 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)

1.16 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)

1.17 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)

1.18 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)

1.19 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)

1.20 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)

1.21 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)

1.22 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)

1.23 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)

1.24 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)

1.25 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 1.22, 1.23, 1.24, and 1.25 above.

Confirmed

Not confirmed (please explain)

1.26 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)

1.27 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)

1.28 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)

1.29 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)

1.30 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)

1.31 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)

1.32 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)

1.33 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)

1.34 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)

1.35 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)

1.36 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)

1.37 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)

1.38 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)

1.39 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)

1.40 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)

1.41 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)

1.42 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)

1.43 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)

1.44 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)

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

Confirmed

Not confirmed (please explain)



Medical Claim Audit Questionnaire

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

Proprietary Statement

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

Confirmed

Not confirmed (please explain)

Vendor Profile

2.1 Provide the following information about your company:

Full and legal company name

Name of parent organization (if applicable)

Number of years providing medical claim audit services

Corporate address

Telephone

Current ownership of the company, along with the name of any individual holding 10 percent or more of the stock or value of the organization, if applicable

2.2 List the number of clients for whom you have performed a medical claims audit within the last three years to determine if claims were adjudicated according to contractual standards.

	Employer clients
Number of groups of 25,000 lives or more	<input type="text"/>
Number of groups 10,000-24,999 lives	<input type="text"/>
Number of groups 5,000-9,999 lives	<input type="text"/>
Number of groups less than 5,000 lives	<input type="text"/>

2.3 Have you performed a medical claims audit for other state employer health plans? If so, complete the following table.

	Name of state/agency	Description of service provided	Number of lives	Date final audit report was released (MM/YYYY)
State 1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
State 2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
State 3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
State 4	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

2.4 Have you performed a medical claims audit of Anthem? If so, provide the number of audits and the date of the most recent audit.

Yes (provide the number of audits and the date the last audit was

performed)

No

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

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

No

2.6 Provide the following information regarding mergers or acquisitions of other organizations completed in the past 24 months or in process.

Summarize how these mergers or acquisitions directly impact MCHCP

Discuss how these mergers or acquisitions distinguish you and your services from those of your competitors

2.7 Indicate the date your organization first provided the services requested in this RFP.

Date services first offered (MM/YYYY)

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

	Company name	Service to be 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"/>

2.9 Identify whether your firm currently performs any work for, provides services to, or receives compensation from, any TPA or insurance company.

Response

2.10 For all entities listed in Q2.9 above, describe the measures your firm will take to safeguard the confidentiality of any information provided to or obtained from MCHCP pursuant to this engagement, as well as the measures your firm will take to assure that the information or services provided to MCHCP will not be compromised by or improperly affected by your firm's relationship with the other entity.

Response

2.11 Identify all owners and subsidiaries that own or exert control of more than five (5) percent of your organization. Provide this information for subcontractors as well.

Response relating to bidder

Response relating to subcontractor(s)

2.12 Provide the names or organizations of which you own or control more than five (5) percent. Provide this information for subcontractors as well.

Response relating to bidder

Response relating to subcontractor(s)

2.13 Confirm you have uploaded a document to the Reference Files from Vendor section confirming your organization's authority to do business in the State of Missouri. Name the document "Q2.13 State of Missouri Certificate of Authority".

Confirmed

Not Confirmed (please explain)

2.14 Describe the economic advantages that will be realized as a result of your organization performing the required services by providing a response to each item below. If necessary to provide a full description, upload a document to the Reference Files from Vendor section, and name the file "Q2.14 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.

2.15 What services and support are needed from MCHCP to ensure a smooth audit.

Response

Medical Claims Audit

3.1 Describe your approach to conducting an adjudication review questionnaire as described in Exhibit B Scope of Work, Section B2.1.

Response

3.2 Regarding Exhibit B, Section B2.1, is there a different approach that you would recommend? Be specific.

Response

3.3 Regarding Exhibit B, Section B2.1, are there additional areas that you believe need to be included or areas that should be eliminated? Explain your reasoning.

Response

3.4 Describe your approach to conducting a random, stratified sample of medical claims as described in Exhibit B Scope of Work, Section B2.2.

Response

3.5 Regarding Exhibit B, Section B2.2, is there a different approach that you would recommend? Be specific.

Response

3.6 Regarding Exhibit B, Section B2.2, are there additional areas that you believe need to be included or areas that should be eliminated? Explain your reasoning.

Response

3.7 Describe your approach to conducting a sample of 40 medical target claims as described in Exhibit B Scope of Work, Section B2.3.

Response

3.8 Regarding Exhibit B, Section B2.3, is there a different approach that you would recommend? Be specific.

Response

3.9 Regarding Exhibit B, Section B2.3, are there additional areas that you believe need to be included or areas that should be eliminated? Explain your reasoning.

Response

3.10 Confirm you have uploaded a white paper (no more than three pages) that describes how you propose to perform the services outlined in this RFP. Include a schedule of work with the audit commencing July, 2025. Upload the file to the Reference Files from Vendor section, and name the file "Q3.10 White paper and

schedule".

- Confirmed
- Not confirmed (please explain)

3.11 Have you conducted an audit of Anthem, adhering to Anthem's audit protocols? Describe any concerns that MCHCP should be made aware concerning the audit protocol. Be specific.

- Yes (please explain)
- No

Key Personnel

4.1 Confirm you have provided an organizational chart of your company, highlighting the names/positions and office location of all persons who will work on the MCHCP audit. Upload the document(s) to the Reference Files from Vendor section, and name the file "Q4.1 Organizational chart".

- Confirmed
- Not confirmed (please explain)

4.2 Provide the following information regarding the lead auditor for the MCHCP medical claims audit.

Name	<input style="width: 100%; height: 20px;" type="text"/>
Education	<input style="width: 100%; height: 20px;" type="text"/>
Professional credentials and affiliations	<input style="width: 100%; height: 20px;" type="text"/>
Brief work experience bio	<input style="width: 100%; height: 20px;" type="text"/>
Number of years at your organization	<input style="width: 100%; height: 20px;" type="text"/>
Number of years performing medical claim audits	<input style="width: 100%; height: 20px;" type="text"/>
Description of lead auditor's specific responsibilities and duties for this contract	<input style="width: 100%; height: 20px;" type="text"/>

4.3 Provide the following information for other key personnel who will be performing services for this project.

	Name	Title	Education	Professional credentials and affiliations	Number of years at your organization	Number of years performing medical claim audits	Description of individual's specific duties
Staff 1	<input style="width: 60%; height: 20px;" type="text"/>	<input style="width: 60%; height: 20px;" type="text"/>	<input style="width: 60%; height: 20px;" type="text"/>	<input style="width: 60%; height: 20px;" type="text"/>	<input style="width: 60%; height: 20px;" type="text"/>	<input style="width: 60%; height: 20px;" type="text"/>	<input style="width: 60%; height: 20px;" type="text"/>
Staff 2	<input style="width: 60%; height: 20px;" type="text"/>	<input style="width: 60%; height: 20px;" type="text"/>	<input style="width: 60%; height: 20px;" type="text"/>	<input style="width: 60%; height: 20px;" type="text"/>	<input style="width: 60%; height: 20px;" type="text"/>	<input style="width: 60%; height: 20px;" type="text"/>	<input style="width: 60%; height: 20px;" type="text"/>
Staff 3	<input style="width: 60%; height: 20px;" type="text"/>	<input style="width: 60%; height: 20px;" type="text"/>	<input style="width: 60%; height: 20px;" type="text"/>	<input style="width: 60%; height: 20px;" type="text"/>	<input style="width: 60%; height: 20px;" type="text"/>	<input style="width: 60%; height: 20px;" type="text"/>	<input style="width: 60%; height: 20px;" type="text"/>
Staff 4	<input style="width: 60%; height: 20px;" type="text"/>	<input style="width: 60%; height: 20px;" type="text"/>	<input style="width: 60%; height: 20px;" type="text"/>	<input style="width: 60%; height: 20px;" type="text"/>	<input style="width: 60%; height: 20px;" type="text"/>	<input style="width: 60%; height: 20px;" type="text"/>	<input style="width: 60%; height: 20px;" type="text"/>
Staff 5	<input style="width: 60%; height: 20px;" type="text"/>	<input style="width: 60%; height: 20px;" type="text"/>	<input style="width: 60%; height: 20px;" type="text"/>	<input style="width: 60%; height: 20px;" type="text"/>	<input style="width: 60%; height: 20px;" type="text"/>	<input style="width: 60%; height: 20px;" type="text"/>	<input style="width: 60%; height: 20px;" type="text"/>
Staff 6	<input style="width: 60%; height: 20px;" type="text"/>	<input style="width: 60%; height: 20px;" type="text"/>	<input style="width: 60%; height: 20px;" type="text"/>	<input style="width: 60%; height: 20px;" type="text"/>	<input style="width: 60%; height: 20px;" type="text"/>	<input style="width: 60%; height: 20px;" type="text"/>	<input style="width: 60%; height: 20px;" type="text"/>

Reporting

5.1 Confirm you have uploaded a sample medical claims audit report that is representative of the reporting you typically provide for an entity that closely resembles MCHCP and the services requested in this RFP. Submit only material you consider not proprietary or confidential. Upload the document to the Reference Files from Vendor section, and name the file "Q5.1 Medical claim audit report". Alternatively, you may provide an online link to such a report.

- Confirmed

Not confirmed (please explain)

5.2 Confirm you have provided samples of work that relate to the scope of services that you feel demonstrate the skill and talent of the audit team that would be assigned to the MCHCP audit. Upload the document(s) to the Reference Files from Vendor section, and name the file "Q5.2 Work samples".

Confirmed

Not confirmed (please explain)

References

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

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

Attachment checklist

7.1 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 and named appropriately.

- Q2.13 State of Missouri Certificate of Authority
- Q2.14 Economic impact
- Q3.10 White paper and schedule
- Q4.1 Organizational chart
- Q5.1 Medical claim audit report
- Q5.2 Work samples