

**EAP Questionnaire**

MCHCP requires concise answers to all questions requiring explanation or narrative detail. A maximum of 1,000 characters applies to each textual response. Respondents are expected to provide complete and thorough answers within the constraints 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)

**Organizational Profile**

**2.1 Provide the following information about your organization:**

Full and legal company name

Name of parent organization (if applicable)

Corporate address

Name of primary contact for questions regarding this RFP response

Telephone number

Email address

**2.2 Provide a brief history of your organization, including your experience in the Employee Assistance Program (EAP) and behavioral health industry.**

Response

**2.3 Describe what differentiates your organization from other EAP organizations?**

Response

**2.4 Describe innovative, unique and meaningful programs your organization has implemented and supported for large employers with diverse population needs. Include examples, if applicable.**

Response

**2.5 Is behavioral health and specialty programs such as EAP the primary focus of your organization?**

Yes

No (indicate the approximate percentage of annual revenue attributable to EAP and behavioral health programs)

**2.6 How many years has your organization provided EAP services?**

Number of years

**2.7 For how many employer groups does your organization provide EAP benefits? Please indicate whether services are Integrated or Stand-Alone, and report the number of employer groups in each size category.**

	<b>Integrated</b>	<b>Stand Alone</b>
Number of groups of 50,000 employees or more	<input type="text"/>	<input type="text"/>
Number of groups of 40,000-49,999 employees	<input type="text"/>	<input type="text"/>
Number of groups of 20,000-39,999 employees	<input type="text"/>	<input type="text"/>
Number of groups of 10,000-19,999 employees	<input type="text"/>	<input type="text"/>
Number of groups less than 10,000 employees	<input type="text"/>	<input type="text"/>

**2.8 How many participants does your organization currently service for EAP benefits?**

Number of current members January, 2026

**2.9 Is there any significant litigation and/or governmental action pending against your organization, or has any such action been taken or proposed within the past five (5) years?**

Yes (describe the circumstances prompting the action(s) and the outcome or current status)

No

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

	Company name	Service provided	Length of relationship	Expiration date of partnership	Location(s) where services will be provided
Subcontractor #1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Subcontractor #2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Subcontractor #3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Subcontractor #4	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Subcontractor #5	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**2.11 Identify your company's General Liability and Errors & Omissions insurance coverage that protects your clients. For each policy, describe coverage types and limits.**

	Name of Insurance Carrier	Type of Coverage	Coverage Amount	Pertinent Exclusions
Insurer #1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Insurer #2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**2.12 Confirm that you have uploaded documentation to the Reference Files from Vendor section describing the Errors & Omissions insurance coverage maintained by your organization for services provided on behalf of clients. Name the file "Q2.12 E&O Insurance". Indicate whether all subcontractors and/or joint venture entities performing services under this contract are bound by such coverage?**

Document uploaded; subcontractors/joint venture entities are bound by coverage

Document uploaded; subcontractors/joint venture entities performing services are not bound by coverage (please explain)

Document not provided (please explain)

**2.13 Confirm you have uploaded documentation to the Reference Files from Vendor section demonstrating appropriate licensure by the State of Missouri. Name the file "Q2.13 State of Missouri License".**

Confirmed

Not confirmed (please explain)

**2.14 Describe the economic advantages to the State of Missouri resulting from your organization's performance of the required services. Address each of the items below. If additional space is required, upload a document to the Reference Files from Vendor section, and name the file "Q2.14 Economic Impact".**

Describe the proposed services and/or products that will be performed or provided by Missourians and/or Missouri-based products.

Describe the economic impact to the State of Missouri, including tax revenue obligations.

Describe your organization'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 Describe how your organization is addressing the evolving needs of your customers. Include examples specific to EAP and behavioral health services (e.g., access, delivery models, technology, workforce needs or population-specific programs).**

Response

**2.16 Describe your organization's roadmap for further development of your EAP and behavioral health offerings during the next three to five (3-5) years?**

Response

**Plan Administration and Services**

**3.1 Indicate which of the following services are provided by the EAP itself (check all that apply)?**

- Short-term counseling
- Fraud resolution
- Legal consultation
- Financial consultation
- Critical incident stress management/debriefing
- Train-the-trainer supervisor sessions
- Health fairs
- Educational sessions
- Other (please describe)

**3.2 Indicate which of the following services are referred to or provided through a third-party organization (check all that apply)? For each selected service, identify the name of the organization used.**

- Short-term counseling
- Fraud resolution
- Legal consultation
- Financial consultation
- Critical incident stress management/debriefing
- Train-the-trainer supervisor sessions
- Health fairs
- Educational sessions
- Other (please describe)

**3.3 Indicate which of the following services are available 24 hours per day, 7 days per week (check all that apply).**

- Short-term counseling
- Fraud resolution
- Legal consultation
- Financial consultation
- Critical incident stress management/debriefing
- Train-the-trainer supervisor sessions
- Health fairs
- Educational sessions
- Other (please describe)

**3.4 Confirm your organization's ability to deliver EAP services to non-English-speaking individuals and to employees who are speech- or hearing-impaired. Describe available language access services and accommodations (e.g., interpretation, translation, TTY/relay services, ASL).**

- Confirmed (please describe)
- Not confirmed (please explain)

**3.5 Describe your organization's worksite counseling services for Critical Incident Stress Management/Debriefing, including scope, format and typical response times.**

Response





include: (1) Identification of staff responsible for each step in the process; (2) Timeframes for each step, including both the organization's established standards and actual timeframes achieved; and (3) Systems used to support and trace referrals. Upload the document to the Reference Files from Vendor section and name the document "Q5.3 Referral Process".

Confirmed

Not confirmed (please explain)

**5.4 Provide the organization's appointment access standards and actual appointment access performance for calendar year 2025 for the following service levels:**

	Corporate appointment access standard	Actual appointment access (2025)
Emergency	<input type="text"/>	<input type="text"/>
Urgent	<input type="text"/>	<input type="text"/>
Routine	<input type="text"/>	<input type="text"/>

**5.5 Provide the title and qualifications of the intake representatives proposed to support the MCHCP account.**

	Title	Qualifications	Average years of experience	Average years in position
Normal Business Hours	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
After-Hours	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**5.6 Indicate which of the following best describes the organization's intake function (check all that apply)?**

- First response is IVR, with a call-back from a "live" representative
- First response is IVR, with an option to reach a live representative
- First response is a live Intake Specialist (dedicated to MCHCP)
- First response is a live Case Manager (dedicated to MCHCP)
- First response is a live Clinician (dedicated to MCHCP)
- Single-source process where all initial information is collected during the first contact
- Other (please specify)

**5.7 Does the organization's phone system allow callers to leave a voicemail?**

Yes

No (please explain)

**5.8 Are all calls documented and/or recorded? If yes, please describe.**

	Yes (please describe)	No (please explain)
Documented	<input type="radio"/> <input type="text"/>	<input type="radio"/> <input type="text"/>
Recorded	<input type="radio"/> <input type="text"/>	<input type="radio"/> <input type="text"/>

**5.9 Can customer/member service assist a caller who does not know the group or member identification number?**

Yes

No (please explain)

**5.10 Describe how overflow calls are handled during high call volume periods (check all that apply)?**

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

**5.11 Provide the following information for the proposed call center for the most recent twelve-month period?**

	Average speed to answer (in seconds)	Average abandonment rate
Corporate standard	<input type="text"/>	<input type="text"/> %
Actual results	<input type="text"/>	<input type="text"/> %

**5.12 Describe the services and information available to members and eligibles through the organization's website.**

Response

**5.13 Can the organization's website be customized at the following levels?**

	Yes (please describe)	No (please explain)
Employer level	<input type="radio"/> <input type="text"/>	<input type="radio"/> <input type="text"/>
Employee level	<input type="radio"/> <input type="text"/>	<input type="radio"/> <input type="text"/>

**5.14 Can eligibles self-refer for services through the member website?** Yes (please describe) No (please explain)**5.15 Can eligibles send secure messages via the member website?** Yes (please describe) No (please explain)**5.16 Are downloadable educational resources available through the member website?** Yes (please describe) No (please explain)**5.17 Describe how web content is developed and the frequency with which content is reviewed and updated.**

Response

**5.18 Confirm the organization's ability to warm-transfer callers to other MCHCP-sponsored plans and services (medical, dental, MCHCP customer support, etc.)** Confirmed Not Confirmed (please explain)**5.19 Provide the URL and temporary credentials that will allow MCHCP to view the website available to eligibles.**

URL

ID

Password

**5.20 Confirm that a searchable provider directory is available on the member website.** Confirmed (please describe) Not confirmed (please explain)**5.21 Confirm all providers listed on the member website are in-network providers.** Confirm Not confirmed (please explain)**5.22 Describe how the organization assesses satisfaction among participants, clients and providers. Include methods, frequency and tools used (e.g., surveys, focus groups, feedback forms, interviews).**

Response

**5.23 Confirm that the organization has uploaded results from its most recent participant satisfaction survey to the Reference Files from Vendor section and named the file "Q5.23 Satisfaction Survey Results".** Confirmed Not confirmed (please explain)**5.24 Provide details on ongoing quality initiatives specifically focused on member services. Include performance monitoring, process improvement and any corrective action programs.**

Response

**5.25 Describe the organization's process for receiving, documenting, investigating and resolving participant complaints. Include timelines, responsible staff and how outcomes are communicated to participants.**

Response

#### Access to Services

**6.1 In the most recent 12-month period, on average, how long did it take to make a referral to a mental health provider once requested?**

- 1-2 business days  
 2-3 business days  
 3-5 business days  
 Greater than 5 working days

**6.2 In the most recent 12-month period, on average, how long did it take for an appointment to occur once a referral to a mental health provider was made?**

- 1-2 business days  
 2-3 business days  
 3-5 business days  
 Greater than 5 working days

**6.3 Describe how the organization handles calls for urgent or emergency counseling sessions? Include the process, staff involved, response timelines and escalation procedures.**

Urgent cases

Emergent cases

**6.4 Describe the factors used by the organization to determine whether a participant receives counseling directly through the EAP or is referred to another provider or community agency?**

Response

**6.5 Indicate the common types of cases that typically require referral outside of the EAP. Include examples such as clinical severity, specialized needs or regulatory requirements.**

Response

**6.6 Does the organization maintain a database of community resources?**

- Yes (please describe how the data is maintained, how data is updated, and the frequency of updates)  
 No (please explain)



**6.7 List any behavioral health (mental or substance abuse) diagnoses or categories that the EAP does not handle.**

Response

**6.8 If treatment outside the EAP is recommended, indicate the typical number of EAP counseling sessions provided before making an outside referral?**

Number of EAP sessions before referral

**6.9 For the most recent 12-month period, indicate the average number of EAP sessions participants typically need per problem.**

- 1-2 visits  
 3-4 visits  
 5-6 visits  
 7-8 visits  
 9-10 visits  
 11 or more visits

**6.10 What is the average utilization rate of EAP services for the organization's entire book-of-business?**

Percentage

%

**6.11 Describe how the organization would handle a participant who has exhausted available EAP sessions but still requires one or two additional sessions to successfully complete their counseling.**

Response

**Reporting**

**7.1 Confirm that the organization has uploaded copies of the standard reporting package that will be made available to MCHCP at no additional cost. Include the timing and frequency of each report. Upload the file to the Reference Files from Vendor section, and name the file "Q7.1 Reporting Package".**

- Confirmed
- Not confirmed (please explain)

**7.2 Which of the following management reports are included in the standard reporting package? Check all that apply.**

- Number of employees using services
- Demographic characteristics of employees using services
- Type of enrollee accessing the EAP (employee versus dependent)
- Referral source
- Problems presented
- Actual problems identified
- Average number of sessions per person
- Average speed-to-answer
- Average abandonment rate
- Other (please list)

**7.3 Can MCHCP run these standard reports using an online reporting utility?**

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

**7.4 Can the organization provide claim and utilization data for each of MCHCP's specific variables within the eligibility file?**

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

**Provider Network**

**8.1 Confirm you have uploaded a provider network file to the Reference Files from Vendor section using the format provided in Attachment 2. Include only providers located in Missouri. Name the file "Q8.1 Provider Network".**

- Confirmed
- Not confirmed (please explain)

**8.2 Using Attachment 4, provide the number and percentage of MCHCP employees in each of the following Missouri counties who meet the access standard of five (5) providers within twenty-five (25) miles. Include only providers currently accepting new patients and limit reporting to subscribers only (i.e., Relation = 1).**

	Total employees	Total providers	5 providers within 25 miles - Employees with access	5 providers within 25 miles - % Employees with access
St. Louis City	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
St. Louis County	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
St. Charles	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Jackson	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Greene	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %

	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Cole	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Callaway	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Boone	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %

**8.3 Using Attachment 4, and excluding counties listed in 8.2, provide the number and percentage of MCHCP employees meeting the access standard of one (1) provider within twenty-five (25) miles. Include only providers currently accepting new patients and limit reporting to subscribers only (i.e., Relation = 1).**

	Total employees	Total providers	1 provider within 25 miles - Employees with access	1 provider within 25 miles % Employees with access
All other counties excluding those listed in Question 8.2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %

**8.4 Using Attachment 5, provide the number and percentage of MoDOT employees in each of the following Missouri counties who meet the access standard of five (5) providers within twenty-five (25) miles. Include only providers currently accepting new patients and limit reporting to subscribers only (i.e., Relation = 1).**

	Total employees	Total providers	5 providers within 25 miles - Employees with access	5 providers within 25 miles - % Employees with access
St. Louis City	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
St. Louis County	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
St. Charles	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Jackson	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Greene	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Cole	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Callaway	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Boone	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %

**8.5 Using Attachment 5, and excluding counties listed in 8.4, provide the number and percent of MoDOT employees meeting the access standard of one (1) provider within twenty-five (25) miles. Include only providers currently accepting new patients and limit reporting to subscribers only (i.e., Relation = 1).**

	Total employees	Total providers	1 provider within 25 miles - Employees with access	1 provider within 25 miles % Employees with access
All other counties excluding those listed in Question 8.4	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %

**8.6 Using Attachment 5, provide the number and percent of MSHP employees in each of the following Missouri counties who meet the access standard of five (5) providers within twenty-five (25) miles. Include only providers currently accepting new patients and limit reporting to subscribers only (i.e., Relation = 1).**

	Total employees	Total providers	5 providers within 25 miles - Employees with access	5 providers within 25 miles - % Employees with access
St. Louis City	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
St. Louis County	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
St. Charles	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Jackson	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Greene	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Cole	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Callaway	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Boone	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %

**8.7 Using Attachment 5, and excluding counties listed in 8.6, provide the number and percent of MSHP employees meeting the access standard of one (1) provider within twenty-five (25) miles. Include only providers currently accepting new patients and limit reporting to subscribers only (i.e., Relation = 1).**

	Total employees	Total providers	1 provider within 25 miles - Employees with access	1 provider within 25 miles % Employees with access
All other counties excluding those listed in Question 8.6	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %

**8.8 Using Attachment 6, provide the number and percentage of MDC employees in each of the following Missouri counties who meet the access standard of five (5) providers within twenty-five (25) miles. Include only providers currently accepting new patients, and limit reporting to subscribers only (i.e., Relation = 1).**

	Total employees	Total providers	5 providers within 25 miles - Employees with access	5 providers within 25 miles - % Employees with access
St. Louis City	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
St. Louis County	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
St. Charles	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Jackson	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Greene	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Cole	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Callaway	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Boone	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %

**8.9 Using Attachment 6, and excluding counties listed in 8.8, provide the number and percentage of MDC employees meeting the access standard of one (1) provider within twenty-five (25) miles. Include only providers currently accepting new patients and limit reporting to subscribers only (i.e., Relation = 1).**

	Total employees	Total providers	1 provider within 25 miles - Employees with access	1 provider within 25 miles % Employees with access
All other counties excluding those listed in Question 8.8	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %

**8.10 Confirm you have uploaded documentation supporting responses to Questions 8.2 through 8.9. Upload the file(s) to the Reference Files from Vendor section and name the file "Q8.10 Access Reports".**

Confirmed

Not confirmed

**8.11 Is the organization anticipating a material change in its Missouri provider network within the next 18-24 months?**

Yes, an increase in network size (please explain)

Yes, a decrease in network size (please explain)

No change in network size is anticipated

**8.12 Confirm that when no network provider is available to a participant, the organization makes ad hoc arrangements with providers to ensure maximum benefits are available.**

Confirmed (please describe)

Not confirmed (please explain)

**8.13 Confirm that when limited network providers are available, the organization is willing to expand its existing network to effectively support eligibles and negotiate with providers for specific case needs.**

Confirmed (please describe)

Not confirmed (please explain)

**8.14 Do eligibles have the ability to nominate providers for consideration to join the network?**

Yes (please describe the process and typical timeframes)

No (please explain)

**8.15 For the organization's overall book of business, indicate the percentage of network referrals made to each of the following provider types:**

Psychiatrist	<input type="text"/>	%
Psychologist (doctoral)	<input type="text"/>	%
Certified Alcoholism or Addiction Counselor	<input type="text"/>	%
Marriage and Family Counselor	<input type="text"/>	%
Other master's level clinician	<input type="text"/>	%

**8.16 Describe the organization's notification process if a network provider terminates its contract during the plan year. Include a description of assistance provided to affected eligibles.**

Response

**8.17 Does the organization obtain primary source verification for licenses, board certifications, malpractice coverage and related credentials?**

Yes (please describe)

No (please explain)

**8.18 Is primary source verification performed:**

In-house

Through a contracted firm or organization (please specify)

**8.19 Describe any differences between the initial credentialing process and the recredentialing process.**

Response

**8.20 Is the organization's EAP accredited by an external organization?**

Yes (describe accreditation standing and effective date)

No (please explain)

**8.21 Do you conduct provider network compliance inspections?**

Yes (please describe)

No (please explain)

**8.22 Describe how the organization monitors the ongoing licensure status and "good standing" of EAP providers?**

Response

**8.23 Does the organization have the ability to conduct peer reviews of contracted providers?**

Yes (please describe)

No (please explain)

**8.24 Does the organization monitor appointment-related metrics for network providers (e.g., office wait times, appointment delays, cancellations)?**

Yes (please describe)

No (please explain)

**8.25 Confirm that all network clinicians are master's level or above.**

Confirmed

Not confirmed (please explain)

**8.26 Describe the minimum professional liability insurance requirements for network providers.**

Response

**8.27 Describe any linguistic, cultural, ethnic, or therapeutic specialties available within the provider network.**

Response

**Implementation**

**9.1 Confirm that your organization has uploaded a detailed implementation plan to the Reference Files from Vendor section titled "Q9.1 Implementation Plan". The plan must include specific implementation tasks, transition protocols and a timeline for initiation and completion of each task.**

Confirmed

Not confirmed (please explain)

**9.2 Identify the specific services, support and information required from MCHCP to expedite implementation? Please be detailed.**

Response

**9.3 Is there an established coordination process among the sales team preparing this RFP response, the implementation team and the account management team?**

Yes (please describe)

No (please explain how miscommunication is prevented)

**9.4 Confirm your organization's ability to coordinate with MCHCP's current EAP vendor and receive clinical information related to open and pending cases.**

Confirmed (please describe)

Not confirmed (please explain)

**9.5 Describe your organization's proposed approach for managing cases during the transition period.**

Response

**Communication Support**

**10.1 Confirm you have uploaded sample communication materials demonstrating how eligibles will be informed about the program. Upload copies of the sample materials included in your pricing proposal to the Reference Files from Vendor section and name the file "Q10.1 Sample Communication Materials".**

Confirmed

Not confirmed (please explain)

**10.2 Describe the types of communication and promotional materials your organization will provide to MCHCP to support program awareness and engagement? Upload sample materials to the Reference Files from Vendor section and name the file "Q10.2 Sample Promotion Materials".**

Response

**10.3 Can all communication materials be customized for MCHCP?**

Yes, at no additional cost (please describe)

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

No (please explain)

**10.4 Describe the anticipated frequency for the release of promotional and communication materials as contemplated in your pricing proposal?**

Response

**10.5 Are communication materials available in languages other than English?**

Yes (please describe)

No (please explain)

**Technology and Security**

**11.1 Describe your organization's IT infrastructure and development platform.**

Response

**11.2 Is your organization planning a system upgrade or currently implementing a system enhancement?**

- Yes (please describe)
- No

**11.3 Describe your organization's network communication services, including the following:**

The types of systems used to communicate with MCHCP (i.e., web services, FTP, TLS)

The software systems and applications utilized

**11.4 Describe how your organization protects Protected Health Information (PHI), including security controls embedded within your systems, networks and operational processes.**

Response

**11.5 Describe the practices your organization has in place to protect the confidentiality of individual information when electronically storing and/or transferring data?**

Response

**11.6 Describe the HIPAA-compliant administrative, physical and technical safeguards your organization has in place.**

Response

**11.7 Describe your organization's process for identifying, reporting and responding to security incidents or breaches.**

Response

**11.8 Has your organization ever experienced a security breach involving eligibility information?**

- Yes (provide details, including date, scope, corrective actions taken and preventive measures implemented)
- No

**11.9 What platform does your organization currently utilize to deliver web-based content and services?**

Response

**11.10 Which web browsers and browser versions does your organization support, including support for mobile devices?**

Response

**11.11 Does your organization adhere to the accessibility guidelines developed by the Web Accessibility Initiative (WAI) of the World Wide Web Consortium (W3C)?**

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

**11.12 Does your web portal support single sign-on (SSO) functionality?**

- Support single sign-on using SAML
- Support single sign-on using another standard (please list)
- Do not support single sign-on (please explain)

**11.13 Confirm that your organization's email service supports Transport Layer Security (TLS) for secure email communications with MCHCP staff.**

- Confirmed (please describe)
- Not confirmed (please explain)

**11.14 Confirm that your organization has secure file transfer capabilities (FTPS or SFTP) available for ad hoc record transfers.**

- Confirmed (please describe)

Not confirmed (please explain)

**11.15 Confirm that your organization has PGP encryption services available, if required.**

Confirmed (please describe)

Not confirmed (please explain)

**11.16 Confirm that your organization has uploaded a copy of its disaster recovery and business continuity plan to the Reference Files from Vendor section and named the file "Q11.16 Disaster Recovery Plan".**

Confirmed

Not confirmed (please explain)

**11.17 Confirm you have uploaded a copy of the summary findings from the most recent disaster recovery and business continuity plan testing exercise. Upload the document to the Reference Files from Vendor section and name the file "Q11.17 Disaster Recovery Plan Testing".**

Confirmed

Not confirmed (please explain)

**11.18 Provide contact information for the individual(s) responsible for IT-related issues.**

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

**Financial**

**12.1 Confirm that your organization has uploaded a document describing how the proposed Per Employee Per Month (PEPM) bid rate was calculated. The document must include a list of key assumptions such as utilization rates, average number of sessions per case, number of face-to-face sessions, average cost per session, and any other material pricing assumptions. Upload the document to the Reference Files from Vendor section and name the file "Q12.1 Financial Calculations".**

Confirmed

Not confirmed (please explain)

**Performance Guarantees**

**13.1 Customer Service - Average response time. Measured and reported quarterly beginning at contract effective date.**

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Average number of seconds for call to be answered by a live representative	30 seconds or less	<input type="text"/>	<input type="text"/>	For each full second above standard, \$2,000 plus \$0.10 PEPM	<input type="text"/>

**13.2 Customer Service - Average abandonment rate. Measured and reported quarterly beginning at contract effective date.**

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

**13.3 Customer Service - Participant satisfaction. Measured and reported annually one year after contract effective date.**

	Guarantee	Will you	Describe your	Minimum amount at	Maximum
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		guarantee this standard (Yes or No)	measurement process	risk	dollar amount at risk
Percent of respondents on participant satisfaction survey that rate satisfied with your services	> 90%	<input type="text"/>	<input type="text"/>	For each full percentage point below standard, \$2,000 plus \$0.10 PEPM	<input type="text"/>

**13.4 Account Management - Satisfaction. Measured and reported at implementation and annually beginning January 1, 2027.**

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

**13.5 Account Management - Responsiveness. Measured quarterly beginning January 1, 2027.**

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Timely issues response by the account management team (e.g., issues resolvable by account management are acknowledged and responded to within 1 business day)	Acknowledgement and response within 1 business day	<input type="text"/>	<input type="text"/>	For each incident not acknowledged within 1 business day, \$500 plus \$0.10 PEPM	<input type="text"/>

**13.6 Account Management - Issue Resolution. Measured quarterly beginning January 1, 2027.**

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Timely issues resolution by the account management team (e.g., issues resolvable by account management are resolved within a reasonable time)	Issue resolution within a reasonable time	<input type="text"/>	<input type="text"/>	For each incident not resolved within a reasonable time, \$500 plus \$0.10 PEPM	<input type="text"/>

**13.7 Reporting - Quarterly. Measured quarterly beginning January 1, 2027.**

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum dollar amount at risk
Standard quarterly reporting must be submitted to MCHCP in the agreed upon format and within 20 days of end of quarter	Due within 20 days of end of quarter	<input type="text"/>	MCHCP will determine acceptability of reports	For each day beyond deadline submission, \$2,000 plus \$0.10 PEPM	<input type="text"/>

**13.8 Reporting - Annual. Measured annually beginning January 1, 2028.**

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum dollar amount at risk
Standard annual reporting must be submitted to MCHCP in the agreed upon format and within 45 days after the close of the run out period	Due within 45 days of the close of the run out period	<input type="text"/>	MCHCP will determine acceptability of reports	For each day beyond deadline submission, \$2,000 plus \$0.10 PEPM	<input type="text"/>

**13.9 Eligibility - Timeliness of installations. Measured quarterly beginning January 1, 2027.**

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

### 13.10 Provider Network - Select Counties. Measured quarterly beginning January 1, 2027.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
All employees residing in counties identified in Q8.2 shall have access to at least 5 provider practices accepting new patients within 25 miles at implementation and throughout the life of the contract	90% of members will have access to 5 provider practices which are accepting new patients within 25 miles	<input type="text"/>	<input type="text"/>	For each full percentage point below standard per county, \$1,000 plus \$0.10 PEPM	<input type="text"/>

### 13.11 Provider Network - All Other Counties. Measured quarterly beginning January 1, 2027.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
All employees residing in counties other than those identified in Q8.2 shall have access to at least 1 provider practice accepting new patients within 25 miles at implementation and throughout the life of the contract	90% of members will have access to 1 provider practice which is accepting new patients within 25 miles	<input type="text"/>	<input type="text"/>	For each full percentage point below standard per county, \$500 plus \$0.10 PEPM	<input type="text"/>

### 13.12 Referral Time - Measured quarterly beginning January 1, 2027.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Percentage of all requests for a referral that were made within 3 days of request	95%	<input type="text"/>	<input type="text"/>	For each full percentage point below standard, \$2,000 plus \$0.10 PEPM	<input type="text"/>

### 13.13 Appointment Availability - Measured quarterly beginning January 1, 2027.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Percentage of appointments made within 30 days of referral.	85%	<input type="text"/>	<input type="text"/>	For each full percentage point below standard, \$2,000 plus \$0.10 PEPM	<input type="text"/>

### 13.14 Critical Incident Debriefing - Response Time. Measured quarterly beginning January 1, 2027.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Percentage of all critical incident debriefing contacts that were responded to within 30 minutes following call to EAP	100%	<input type="text"/>	<input type="text"/>	For each incident not responded to in timely manner, \$2,000 plus \$0.10 PEPM	<input type="text"/>

### 13.15 Critical Incident Debriefing - On-site Services. Measured quarterly beginning January 1, 2027.

	Guarantee	Will you	Describe your	Minimum amount at	Maximum
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		guarantee this standard (Yes or No)	measurement process	risk	dollar amount at risk
Percentage of all critical incident debriefing programs that were provided within five days of request	100%	<input type="text"/>	<input type="text"/>	For each incident not responded to in timely manner, \$2,000 plus \$0.10 PEPM	<input type="text"/>

**13.16 Describe any additional performance guarantees or benchmarks offered beyond those listed above. If necessary, upload supporting documentation to the Reference Files from Vendor section and name the file "Q13.16 Additional Performance Guarantees".**

Response

**References**

**14.1 Provide references for three (3) current clients. If possible, include organizations of similar size, scope and service needs as MCHCP, including government or public-sector clients. At least one reference must be a client currently supported by the proposed account manager. MCHCP will not contact references without prior discussion with your organization; however, complete reference information is required as part of the evaluation process.**

	Name of Company	Services received by your organization	Number of Covered Employees	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"/>

**14.2 Provide references for two (2) organizations that have terminated services with your organization. If possible, include organizations of similar size and service needs as MCHCP. MCHCP will not contact these references without prior discussion with your organization; however, disclosure of this information is required for proposal review.**

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

**Scope of Work**

These additional requirements are further defined in Exhibit B - Scope of Work, found in the Reference Files from Administrator section.

**15.1 Confirm that your organization will satisfy the General Requirements stated in Exhibit B, Section B1.**

- Confirmed
- Not confirmed (please explain)

**15.2 Confirm that your organization will provide the Required Services as stated in Exhibit B, Section B2.**

- Confirmed
- Not confirmed (please explain)

**15.3 Confirm that your organization will provide the Customer Service Requirements as stated in Exhibit B, Section B3.**

- Confirmed
- Not confirmed (please explain)

**15.4 Confirm that your organization will meet the Provider Network Requirements as stated in Exhibit B, Section B4.**

- Confirmed
- Not confirmed (please explain)

**15.5 Confirm your organization will comply with the Eligibility Guidelines as stated in Exhibit B, Section B5.**

Confirmed

Not confirmed (please explain)

**15.6 Confirm that your organization will comply with the Reporting and Performance Standard Requirements and Performance Standards as stated in Exhibit B, Section B6.**

Confirmed

Not confirmed (please explain)

**15.7 Confirm that your organization will comply with the Payment Guidelines as stated in Exhibit B, Section B7.**

Confirmed

Not confirmed (please explain)

**15.8 Confirm that your organization will satisfy the General Service Requirements as stated in Exhibit B, Section B8.**

Confirmed

Not confirmed (please explain)

**15.9 Confirm that your organization will satisfy the Account Management and Implementation Requirements as stated in Exhibit B, Section B9.**

Confirmed

Not confirmed (please explain)

**15.10 Confirm that your organization will satisfy the Information Technology and Eligibility File Requirements as stated in Exhibit B, Section B10.**

Confirmed

Not confirmed (please explain)

#### Attachment Checklist

**16.1 Confirm the following documents have been provided with your proposal. A check mark below indicates that the document has been uploaded to the Reference Files from Vendor section of the RFP and named exactly as specified.**

Q2.12 E&O insurance

Q2.13 State of Missouri license

Q2.14 Economic impact

Q5.3 Referral process

Q5.23 Satisfaction survey results

Q7.1 Reporting package

Q8.1 Provider network

Q8.10 Access reports

Q9.1 Implementation plan

Q10.1 Sample communication materials

Q10.2 Sample promotion materials

Q11.16 Disaster recovery plan

Q11.17 Disaster recovery plan testing

Q12.1 Financial calculation

Q13.16 Additional performance guarantees

## 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 the Contract is for a period of one (1) year from January 1, 2027 through December 31, 2027. The Contract may be renewed for four (4) additional one-year periods at the sole option of the MCHCP Board of Trustees. Prices for Years 1-3 must be submitted with this RFP. The submitted pricing arrangement for the first year (January 1 - December 31, 2027) is a firm, fixed price. The submitted prices for the subsequent (2nd-3rd) years of the contract period (January 1 - December 31, 2028 and January 1 - December 31, 2029 respectively) are guaranteed not-to-exceed maximum prices and are subject to negotiation. Actual pricing for the one-year renewal periods are due to MCHCP by May 15 for the following year's renewal. All prices are subject to best and final offer which may result from subsequent negotiation.

Confirmed

Not confirmed (please explain)

**1.2 Contract Documents:** The following documents will be hereby incorporated by reference as if fully set forth within the Contract entered into by MCHCP and the Contractor: (1) Written and duly executed Contract (sample is provided and final will be 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 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)

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

Confirmed

Not confirmed (please explain)

**1.5 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)

**1.6 Industry Standards:** If not otherwise provided, materials or work called for in the 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)

**1.7 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)

**1.8 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)

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

Confirmed

Not confirmed (please explain)

**1.10 No Implied Authority:** The authority delegated to Contractor by MCHCP is limited to the terms of this Contract. MCHCP is a statutorily created body corporate multi-employer group health plan and trust fund designated by the Missouri Legislature to administer health care services to eligible State of Missouri and public entity employees, and no other agency or entity may grant Contractor any authority related to this Contract except as authorized in writing by MCHCP. Contractor may not rely upon implied authority, and specifically is not delegated authority under this Contract to: (1) Make public policy; (2) Promulgate, amend, or disregard administrative regulations or program policy decisions made by MCHCP; and/or (3) Unilaterally communicate or negotiate with any federal or state agency, the Missouri Legislature, or any MCHCP vendor on behalf of MCHCP regarding the services included within the Contract.

Confirmed

Not confirmed (please explain)

**1.11 Injunctions:** Should MCHCP be prevented or enjoined from proceeding with the 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)

**1.12 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)

**1.13 Governing Law:** The 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)

**1.14 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)

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

Confirmed

Not confirmed (please explain)

**1.16 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)

**1.17 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. Contractor will sign a Business Associate Agreement with MCHCP. 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 the 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)

**1.18 Subcontracting:** Subject to the terms and conditions of this section, the 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, the 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)

**1.19 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)

**1.20 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 the 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 in 1.22-1.26.

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

Confirmed

Not confirmed (please explain)

**1.25 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)

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

Confirmed

Not confirmed (please explain)

**1.27 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 associates or subcontractors of Contractor, failure to comply with paragraphs, 1.22, 1.23, 1.24, 1.25, and 1.26 above.**

Confirmed

Not confirmed (please explain)

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

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 employees or its subcontractors. MCHCP shall not be precluded from receiving the benefits of any insurance Contractor may carry which provides for indemnification for any loss or damage of 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 Prohibition of Gratuities: Neither Contractor nor any person, firm or corporation employed by Contractor in the performance of this Contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any employee of MCHCP at any time.**

Confirmed

Not confirmed (please explain)

**1.31 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)

**1.32 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)

**1.33 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)

**1.34 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 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 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)

**1.35 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)

**1.36 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)

**1.37 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)

**1.38 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)

**1.39 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 ten (10) 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 ten (10) 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 ten (10) year post contract period. Delivery of and access to the records shall be at no cost to MCHCP.

Confirmed

Not confirmed (please explain)

**1.40 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)

**1.41 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)

**1.42 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)

**1.43 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 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)

**1.45 Termination Right:** Notwithstanding any other provision, MCHCP reserves the right to terminate the Contract at the end of any month by giving thirty (30) days' notice without penalty.

Confirmed

Not confirmed (please explain)

**1.46 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)

**1.47 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)

**1.48 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)

**1.49 Any fees not proposed in the proposal, for items included in the proposal cannot be considered at a later date. This does not limit new or additional programs from being proposed and fees set forth at the time**

of proposal for the consideration of the board.

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

**1.51 Third Party Beneficiaries: The resulting Contract shall not be construed as providing an enforceable right to any third party.**

Confirmed

Not confirmed (please explain)