

### Reward Incentive RFP 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, 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)

Describe your company structure including subsidiaries and affiliates

Corporate address

Telephone

**2.2 Provide a brief history of your company, including a summary of your status with respect to any past, current, or prospective mergers and acquisitions.**

Response

**2.3 Describe your strategy towards growth and any immediate plans for expansion nationally, regionally and in Missouri.**

Nationally

Regionally

Missouri

**2.4 How many employer groups does your organization service for Member Reward Incentive Programs?**

Number of groups of 60,001 employees or more

Number of groups of 45,001-60,000 employees

Number of groups of 30,001-45,000 employees

Number of groups of 15,001-30,000 employees

Number of groups less than 15,000 employees

**2.5 How many members does your organization service for Member Reward Incentive Programs?**

Number of current members

Number of new members last year

Number of new members year to date

**2.6 Provide references for three current clients (excluding MCHCP). If possible use companies of similar size and needs as MCHCP. We will not contact these references without discussing it with you first; however, having information on references is critical.**

	Name or industry	Services provided 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"/>

**2.7 Provide references for two clients who have terminated your services. If possible use companies of similar size and needs as MCHCP. We will not contact these references without discussing it with you first; however, having information on references is critical.**

	Name or industry	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"/>

**2.8 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

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

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

**2.10 Confirm you have uploaded a document to the Reference Files from Vendor section describing the insurance in force that your firm has made to cover any errors and omissions claims that may arise in connection with services on behalf of a client. Who is the carrier or what is the funding mechanism? What are the policy limits? Are all of your subcontractors and/or joint venture companies bound by such coverage? Name the file "Q2.10 E&O Insurance".**

Document has been uploaded (list carrier name, funding mechanism, and policy limits, and describe whether subcontractors are bound by coverage)

Not provided (please explain)

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

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

Subcontractor #4	<input type="text"/>	<input type="text"/>	<input type="text"/>
Subcontractor #5	<input type="text"/>	<input type="text"/>	<input type="text"/>

**2.12 Describe the economic advantages that will be realized as a result of your organization performing the required services by providing responses to each item below. If necessary to provide a full description, upload a document to the Reference Files from Vendor section, and name the file "Q2.12 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.

**2.13 Confirm you have uploaded two years of your organization's audited financial statements to the Reference Files from Vendor section. Name the file "Q2.13 Audited Financial Statements".**

Confirmed

Not confirmed (please explain)

**2.14 Provide a brief summary of financial data and ratings for your organization.**

	Current Rating	Date of Rating (MM/YYYY)	Financial Data Summary
A.M. Best	<input type="text"/>	<input type="text"/>	<input type="text"/>
S&P	<input type="text"/>	<input type="text"/>	<input type="text"/>
Duff and Phelps	<input type="text"/>	<input type="text"/>	<input type="text"/>
Moody's	<input type="text"/>	<input type="text"/>	<input type="text"/>

**2.15 Provide the following information regarding any SSAE 18 standards you maintain:**

Has your organization conducted a SSAE 18 audit?

What is your current SSAE 18 status?

When was your organization's last SSAE audit conducted (MM/YYYY)?

What is the frequency of your SSAE 18 audits?

Are you willing to provide a copy if awarded the contract?

**2.16 Describe your payment integrity functions to protect against payment errors and fraud.**

Response

**2.17 Confirm you have uploaded a document to the Reference files from Vendor section confirming appropriate licensure/certification by the State of Missouri. Name the document "Q2.17 State of Missouri License".**

Confirmed

Not confirmed (please explain)

**Account Management and Implementation**

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

Name						

		Role for MCHCP	Brief work experience bio	Number of years at your organization	Number of years in their current role	Number of current accounts in this same role	Maximum number of accounts
Strategic Account Executive	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Account Manager	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Clinical Resource	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Implementation Coordinator	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Claims Coordinator	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
IT Resource	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Member Services	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**3.2 Describe the consultative services your account team will provide to MCHCP.**

Response

**3.3 Confirm you have uploaded an organizational chart for the proposed account team, showing lines of authority up to and including the executive management level. Upload the file to the Reference Files from Vendor section, and name the document "Q3.3 Organizational Chart". Include all functions such as claims, member services, billing, location, etc.**

Confirmed

Not confirmed (please explain)

**3.4 Confirm you have uploaded a detailed implementation plan that assumes a January 1, 2020 implementation date. Upload the file to the Reference Files from Vendor section, and name the document "Q3.4 Implementation Plan". The plan must include a list of specific implementation tasks/transition protocols and a timetable for initiation and completion of such tasks.**

Confirmed

Not confirmed (please explain)

**3.5 What services and support are provided and what information is needed from MCHCP in order to expedite implementation? Be specific.**

Response

**Member Incentives**

**4.1 Please describe your best practices approach for administering incentives to employees for selecting lower cost/higher quality providers, including, but not limited to, cash rewards, waiver of cost sharing, verifying the member's qualification for reward.**

Response

**4.2 What tools are used to provide information to members - internally developed tools or external vendor tools?**

Internally developed tools (please describe)

External vendor tools (please describe)

**4.3 For what medical procedures/services do you provide cost data? Be specific.**

Response

**4.4 Describe your methodology for determining the reference-based prices (e.g., average costs) for each procedure.**

Response

**4.5 Describe your source for obtaining cost data (carriers, public sources, other) and what source do you propose for MCHCP?**

Response

**4.6 Are you able to incorporate an individual's MCHCP plan design into your system?**

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

**4.7 Provide a description of how you evaluate and recommend a reward level (e.g., flat dollar, percentage of savings, waiver of deductible/coinsurance) for each procedure whether it is cash, waiver of cost sharing, or other modality.**

Response

**4.8 Does your incentive program apply to network providers only or do you include non-network providers?**

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

**4.9 Describe your approach to measurement. What activities and outcomes are tracked to demonstrate program impact?**

Response

**4.10 Confirm you have provided a set of sample program reports and specify the frequency with which various reports are provided. Upload the file to the Reference Files from Vendor section, and name the file "Q4.10 Incentive Program Reports".**

- Confirmed
- Not confirmed (please explain)

**4.11 Do you include a satisfaction survey as part of your program? If so, what are your most recent book of business results?**

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

**4.12 What results (clinical, etc.) does your program typically achieve and what are the primary factors that are required to deliver a successful program?**

Results achieved

Primary factors required for successful program

**4.13 How do you measure ROI? Please provide the methodology used and any measurable results from actual client experience that can be tied to your ROI calculation. If necessary to provide a complete response, upload a file to the Reference Files from Vendor section, and name the file "Q4.13 Incentive Program ROI".**

Response

**4.14 Describe your quality control process. How do you ensure that projected prices are accurate? What records are kept of prior projections? What percent of your pricing data is within 10% of actual prices and what percent is 100% accurate?**

Response

**4.15 Do you provide quality measures for both individual providers and facilities?**

Individual providers (please describe)

Facilities (please describe)

**4.16 Explain how you measure provider quality and facility quality. Please list any metrics or methodologies used, along with their sources.**

	Metrics or methodologies used	Source
Provider quality	<input type="text"/>	<input type="text"/>
Facility quality	<input type="text"/>	<input type="text"/>

**4.17 Who do you partner with to provide quality data? Please include all sources of quality data, along with examples of the type of data provided by each source.**

	Name of source	Examples of type of data provided
Source 1	<input type="text"/>	<input type="text"/>
Source 2	<input type="text"/>	<input type="text"/>
Source 3	<input type="text"/>	<input type="text"/>
Source 4	<input type="text"/>	<input type="text"/>
Source 5	<input type="text"/>	<input type="text"/>

**4.18 How frequently is your quality data updated?**

Response

**4.19 What quality data is incorporated in the consumer-facing portal? Please list sources and types of information (e.g., specify if you include hospital and provider data and the level of specificity for each).**

	Name of source	Examples of type of data provided
Source 1	<input type="text"/>	<input type="text"/>
Source 2	<input type="text"/>	<input type="text"/>
Source 3	<input type="text"/>	<input type="text"/>
Source 4	<input type="text"/>	<input type="text"/>
Source 5	<input type="text"/>	<input type="text"/>

**4.20 Please describe your experience with increasing member participation in the reward programs you offer.**

Response

**4.21 Please describe your best practices for managing the tax implications of monetary incentive rewards to employees for selecting lower cost/higher quality providers, including how you track and issue necessary tax documents.**

Response

**4.22 What do you require from MCHCP's Medical Plan TPA and/or PBM to administer the program?**

Response

**4.23 Do you have any geographic limitations for your member incentive reward program?**

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

**Member Services and Program Administration**

**5.1 Provide the following information about your Member Services Department(s).**

Location(s)

Days and hours of operation including observed holidays

Number of member services representatives (MSR) assigned to MCHCP account

Number of other clients assigned MSR's are responsible for (average # per rep)

Experience level of staff (average # of yrs)

**5.2 How can members access MSR's? What is your book of business percentage of members that utilize each method?**

	Available (Yes/No)	Percent of members utilizing (X.XX)
Phone (Voice)	<input type="text"/>	<input type="text"/> %
Secure email	<input type="text"/>	<input type="text"/> %
Browser-based chat service	<input type="text"/>	<input type="text"/> %
Smartphone-based text messaging	<input type="text"/>	<input type="text"/> %
Written correspondence	<input type="text"/>	<input type="text"/> %
Other (please describe)	<input type="text"/>	<input type="text"/> %

**5.3 Describe the structure of the member service team. Note preference is given to those organizations offering a designated team with some dedicated MSR's.**

Response

**5.4 What services are available to accommodate special populations, including non-English speaking and hearing and vision impaired? Please include the ability to translate member materials in either a non-English language or Braille if requested by a member.**

Response

**5.5 Are all calls documented and/or recorded?**

	Yes (please describe, including length of time documentation/recording is retained)	No
Documented	<input type="radio"/> <input type="text"/>	<input type="radio"/>
Recorded	<input type="radio"/> <input type="text"/>	<input type="radio"/>

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

- Calls transferred to another call center

- Voice mail
- IVR
- Other (please explain)

**5.7 Provide the following statistics for the member services office to be used by MCHCP:**

	2018	2019 YTD
Ratio of representatives to 1,000 members	<input style="width: 50px; height: 20px;" type="text"/>	<input style="width: 50px; height: 20px;" type="text"/>
Blockage rate (percentage)	<input style="width: 50px; height: 20px;" type="text"/>	<input style="width: 50px; height: 20px;" type="text"/>
Abandonment rate (percentage)	<input style="width: 50px; height: 20px;" type="text"/>	<input style="width: 50px; height: 20px;" type="text"/>
Average speed to answer (in seconds)	<input style="width: 50px; height: 20px;" type="text"/>	<input style="width: 50px; height: 20px;" type="text"/>
Average turnover rate (percentage)	<input style="width: 50px; height: 20px;" type="text"/>	<input style="width: 50px; height: 20px;" type="text"/>
First call resolution rate (percentage)	<input style="width: 50px; height: 20px;" type="text"/>	<input style="width: 50px; height: 20px;" type="text"/>

**5.8 Describe any creative/innovative approaches to ensure the highest levels of member service.**

Response

**5.9 Confirm you have uploaded samples of the communications materials included in your financial proposal that you use to communicate with members. Sample materials must be uploaded to the Reference Files from Vendor section, and named "Q5.9 Member Communications".**

- Confirmed
- Not confirmed (please explain)

**Technology and Security**

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

Response

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

Response

**6.3 Describe your process for addressing security breaches.**

Response

**6.4 Have you ever experienced a security breach involving PHI?**

- Yes (provide details on when the breach occurred, actions taken and corrections implemented)
- No

**6.5 Do you adhere to the latest approved accessibility guidelines developed by the Web Accessibility Initiative of World Wide Web Consortium (W3C)?**

Yes (please describe)

No (please explain)

**6.6 Do you support modern browsers/browser versions that support HTML5 and advanced security?**

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



**6.7 Are mobile apps available for use by your membership?**

Yes (please describe)

No (please explain)

**6.8 Confirm your email service supports TLS (1.1 or higher) for secure email with MCHCP staff.**

Confirmed (please describe, including which version)

Not confirmed (please explain)

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

Response

**6.10 Confirm you have uploaded metrics that demonstrate the reliability of your IT systems. Upload the file to the Reference Files from Vendor section, and name the file "Q6.10 Reliability Metrics".**

Confirmed

Not confirmed (please explain)

**6.11 Does your web portal support single sign-on utilizing Security Assertion Markup Language (SAML)? If not, do you support single sign-on utilizing another standard? If so, please name the standard you support.**

Support single sign-on using SAML

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

Do not support single sign-on (please explain)

**6.12 Confirm you have uploaded an executive summary of your disaster recovery and business continuity plan in the Reference Files from Vendor section, and named the document "Q6.12 Disaster Recovery Plan".**

Confirmed

Not confirmed (please explain)

**6.13 Confirm you have uploaded a copy of the summary findings for your most recent testing exercise of your disaster recovery and business continuity plan. Upload the document to the Reference Files from Vendor section, and name the file "Q6.13 Disaster Recovery Plan Testing".**

Confirmed

Not confirmed (please explain)

**6.14 What assurances can you provide that your cybersecurity program is adequately designed and operating effectively?**

Response

**6.15 Do you have a SOC cybersecurity examination or other independent examination performed? If so, are you willing to provide a copy of the report if awarded the contract?**

Yes (please describe)

No (please explain)

**6.16 Provide the following statistics for the most recent plan year that demonstrate level of member utilization and engagement with your online resources.**

Web - unique visitors	<input type="text"/>
Mobile device app-based - unique downloads	<input type="text"/>
Registrations - percentage of total enrolled that have registered for web-based online resources	<input type="text"/> %
Web - average time spent (ATS) per visit (in minutes)	<input type="text"/>
Web bounce rate percentage - percentage of logins that results in the member getting logged out	<input type="text"/> %
Online account usage - percentage of total enrolled population who has used the online account two or three years after registering	<input type="text"/> %
Email addresses - percentage of emails obtained from the total enrolled population	<input type="text"/> %

**Reporting**

**7.1 Does your organization currently provide data to a decision support system vendor (check all that apply)?**

IBM Watson Health

Other decision support system vendor(s) (list other vendors)

No

**7.2 Describe your organization's ability to customize financial reports.**

Response

**7.3 Confirm you have uploaded copies of the standard customer service reports that will be made available to satisfy the requirements stated in Exhibit B, Section 6.2 to the Reference Files from Vendor section. Name the document "Q7.3 Customer Service Reports".**

Confirmed

Not confirmed (explain)

**7.4 Confirm you have provided samples of the standard (cost included in the base fee) reporting package. Upload the file to the Reference Files from Vendor section, and name the file "Q7.4 Sample Reporting Package".**

Confirmed

Not confirmed (please explain)

**7.5 Describe your capability to produce ad hoc reports at MCHCP's request, including average turnaround time, how such requests are typically handled and billed, and if you can send these reports via email in encrypted format.**

Response

**7.6 Do you have online ad hoc reporting tools for use by MCHCP?**

Yes, at no additional cost (please provide the necessary credentials for the evaluation team to view the tool)

Yes, at an additional cost (please provide the necessary credentials, and include the additional cost in Supplemental Pricing)

No (please explain)

**Performance Guarantees - on MCHCP's Book of Business**

**8.1 Reward turnaround time - The following category will be reported and measured quarterly beginning January 1, 2020.**

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Percent of MCHCP member rewards processed within 10 business days	95%	<input type="text"/>	<input type="text"/>	For each full percentage point below standard, \$1,000 plus \$0.10 PEPM	<input type="text"/>

**8.2 Reward processing accuracy - The following categories will be reported and measured quarterly beginning January 1, 2020.**

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Percent of MCHCP member rewards free of financial error	99%	<input type="text"/>	<input type="text"/>	For each full percentage point below standard, \$1,000 plus \$0.10 PEPM	<input type="text"/>
Percent of MCHCP member rewards processed correctly	97%	<input type="text"/>	<input type="text"/>	For each full percentage point below standard, \$1,000 plus \$0.10 PEPM	<input type="text"/>

**8.3 Member Service - Average response time. The following category will be measured and reported quarterly beginning January 1, 2020.**

	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 MCHCP member calls to be answered by a live customer service representative	30 seconds or less	<input type="text"/>	<input type="text"/>	For each full second above standard, \$1,000 plus \$0.10 PEPM	<input type="text"/>
If utilized, average number of days for a secure message from MCHCP member to be responded to	1 business day or less	<input type="text"/>	<input type="text"/>	For each full day above standard, \$1,000 plus \$0.10 PEPM	<input type="text"/>

**8.4 Member Service - Average abandonment rate. The following category will be measured and reported quarterly beginning January 1, 2020.**

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Percent of MCHCP calls abandoned	4%	<input type="text"/>	<input type="text"/>	For each full percentage point above standard, \$1,000 plus \$0.10 PEPM	<input type="text"/>

**8.5 Member Service - Call quality score. The following category will be measured and reported quarterly beginning January 1, 2020.**

	<b>Guarantee</b>	<b>Will you guarantee this standard (Yes or No)</b>	<b>Describe your measurement process</b>	<b>Minimum amount at risk</b>	<b>Maximum dollar amount at risk</b>
Minimum call quality satisfaction	90%	<input type="text"/>	<input type="text"/>	For each full percentage point below standard, \$1,000 plus \$0.10 PEPM	<input type="text"/>

**8.6 Written communication with MCHCP membership. The following category will be measured and reported quarterly beginning January 1, 2020.**

	<b>Guarantee</b>	<b>Will you guarantee this standard (Yes or No)</b>	<b>Describe your measurement process</b>	<b>Minimum amount at risk</b>	<b>Maximum dollar amount at risk</b>
MCHCP requires approval of all written communications and marketing material used by the contractor to communicate with MCHCP members	MCHCP must approve 100% of written communications	<input type="text"/>	<input type="text"/>	For each instance when material was not submitted to MCHCP for approval, \$1,000 plus \$0.10 PEPM	<input type="text"/>

**8.7 Implementation - Reward Incentive Program readiness. The following category will be measured January 1, 2020.**

	<b>Guarantee</b>	<b>Will you guarantee this standard (Yes or No)</b>	<b>Describe your measurement process</b>	<b>Minimum amount at risk</b>	<b>Maximum dollar amount at risk</b>
Reward Incentive Program Readiness - Eligibility information loaded and tested on system a minimum of one month prior to the effective date	No later than one month prior to effective date	<input type="text"/>	<input type="text"/>	Contractor must agree to place three (3) percent of annual administrative fees at risk across all implementation performance guarantees for the successful implementation of MCHCP's plan on January 1, 2020.	<input type="text"/>

**8.8 Implementation - Member Services Center. The following category will be measured January 1, 2020.**

	<b>Guarantee</b>	<b>Will you guarantee this standard (Yes or No)</b>	<b>Describe your measurement process</b>	<b>Minimum amount at risk</b>	<b>Maximum dollar amount at risk</b>
Member Service Center ready to respond to	No later than stated deadline	<input type="text"/>	<input type="text"/>	Contractor must agree to place three (3) percent of annual administrative fees at risk across all implementation	<input type="text"/>

member inquiries prior to open enrollment				performance guarantees for the successful implementation of MCHCP's plan on January 1, 2020.	
---	--	--	--	--	--

**8.9 Implementation - Data Transfer Setup. The following category will be measured January 1, 2020.**

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum dollar amount at risk
All data transfer setup requirements with MCHCP's data vendor (currently IBM Watson Health) completed by January 1, 2020	100%	<input type="text"/>	MCHCP's data vendor will report to MCHCP	Contractor must agree to place three (3) percent of annual administrative fees at risk across all implementation performance guarantees for the successful implementation of MCHCP's plan on January 1, 2020.	<input type="text"/>

**8.10 Eligibility - Timeliness of installations. The following category will be measured and reported quarterly beginning January 1, 2020.**

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Electronic eligibility files will be installed and eligibility status will be effective within an average of 24 hours of receipt	95% loaded within 24 hours	<input type="text"/>	<input type="text"/>	For each full hour beyond 24 hours, \$1,000 plus \$0.10 PEPM	<input type="text"/>

**8.11 Eligibility - Accuracy of installations. The following category will be measured and reported quarterly beginning January 1, 2020.**

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Electronic eligibility records loaded with 99.5% accuracy. This standard is contingent upon receipt of clean eligibility data delivered in an agreed upon format.	99.5%	<input type="text"/>	<input type="text"/>	For each full percentage point below standard, \$1,000 plus \$0.10 PEPM	<input type="text"/>

**8.12 Account management - Satisfaction. The following category will be measured and reported annually beginning January 1, 2020.**

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
		<input type="text"/>	<input type="text"/>		<input type="text"/>

Contractor guarantees MCHCP's satisfaction with account management services	Satisfactory or better			\$1,000 plus \$0.10 PEPM	
---	------------------------	--	--	--------------------------	--

**8.13 Account management - Responsiveness. The following category will be measured and reported quarterly beginning January 1, 2020.**

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Timely issues acknowledgement by the account management team (e.g. issues resolvable by account management are acknowledged and responded to within 8 business hours)	Acknowledgement within 8 business hours	<input type="checkbox"/>	<input type="checkbox"/>	For each incident not acknowledged within 8 business hours, \$500 plus \$0.10 PEPM	<input type="checkbox"/>
Timely issues resolution by the account management team (e.g. issues resolvable by account management are resolved within 10 business days)	Resolution within 10 business days	<input type="checkbox"/>	<input type="checkbox"/>	For each incident not resolved within 10 business days, \$500 plus \$0.10 PEPM	<input type="checkbox"/>

**8.14 Reporting - The following categories will be reported and measured quarterly beginning January 1, 2020. Penalties will be applied for each month the contractor fails to meet these standards.**

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum dollar amount at risk
Incentive file must be submitted to MCHCP's data vendor no later than 15th of the month for prior month's services	100%	<input type="checkbox"/>	MCHCP's data vendor will report to MCHCP	For each incident, \$1,000 plus \$0.10 PEPM	<input type="checkbox"/>
Incentive file must be submitted to MCHCP's data vendor in proper format on first submission of the month	100%	<input type="checkbox"/>	MCHCP's data vendor will report to MCHCP	For each incident, \$1,000 plus \$0.10 PEPM	<input type="checkbox"/>
Data submission to MCHCP's data vendor must include 99 percent of all required financial fields	99%	<input type="checkbox"/>	MCHCP's data vendor will report to MCHCP	For each incident, \$1,000 plus \$0.10 PEPM	<input type="checkbox"/>
Data submission to MCHCP's data vendor must include all required fields (subscriber SSN, member DOB, and member gender)	100%	<input type="checkbox"/>	MCHCP's data vendor will report to MCHCP	For each incident, \$1,000 plus \$0.10 PEPM	<input type="checkbox"/>
Data submission to MCHCP's data vendor must	100%	<input type="checkbox"/>		For each incident,	<input type="checkbox"/>

include all required key fields (diagnostic coding, provider type, provider ID, etc.)			MCHCP's data vendor will report to MCHCP	\$1,000 plus \$0.10 PEPM	
---	--	--	--	--------------------------	--

**8.15 Reporting - Member Service.** The following category will be reported and measured quarterly beginning on January 1, 2020.

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum dollar amount at risk
Member service reporting must be submitted to MCHCP in the agreed upon format and within 30 days of end of quarter.	Due within 30 days of end of quarter	<input type="checkbox"/>	MCHCP will determine acceptability of report	For each day beyond deadline for submission, \$1,000 plus \$0.10 PEPM	<input type="checkbox"/>

**8.16 Confirm your willingness to submit your performance metric results via an online tool.**

Confirmed

Not confirmed (please explain)

**8.17 Please provide any creative performance guarantees to help ensure MCHCP receives the highest level of customer and client service. If necessary to provide a complete response, upload a file to the Reference Files from Vendor section, and name the file "Q8.17 Additional Performance Guarantees".**

Response

**8.18 Please describe any ROI and/or performance guarantees you will offer regarding member incentives. If necessary to provide a complete response, upload a file to the Reference Files from Vendor section, and name the file "Q8.18 Member Incentive Performance Guarantees".**

Response

## Financial

**9.1 Confirm that your fees are quoted on a mature basis for year one.**

Confirmed

Not confirmed (please explain)

**9.2 Under what conditions do you reserve the right to change your administrative fees? Specify the percentage limits you apply and the resulting change in fees.**

Response

**9.3 Confirm you have provided a detailed description of all business partners, joint ventures, outsourcing and co-sourcing relationships currently in place to support your firm's payment integrity business and legal functions. Upload the file to the Reference Files from Vendor section, and name the file "Q9.3 Business Partners".**

Confirmed

Not confirmed (please explain)

**9.4 Will any of your business partners, joint ventures, outsourcing and co-sourcing relationships currently in place to support your firm's payment integrity business and legal functions expire or terminate prior to the end of the proposed contract with MCHCP.**

- Yes (please describe)
- No

**9.5 Are you willing to fund up to \$45,000 for a Pre-Implementation Audit to be performed by Willis Towers Watson or the auditor of choice for MCHCP?**

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

**MBE-WBE Participation Commitment**

If the bidder is committing to participation by or if the bidder is a qualified MBE/WBE, the bidder must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed Exhibit A-5 with the bidder's proposal. For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the bidder must either (1) enter the participation percentage under MBE or WBE, or must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the tables below.

**10.1 MBE Participation Commitment Table**

	<b>Name of Qualified Minority Business Enterprise (MBE) Proposed</b>	<b>Committed Percentage of Participation for MBE</b>	<b>Description of Products/Services to be Provided by MBE</b>
Company 1	<input style="width: 100px; height: 15px;" type="text"/>	<input style="width: 50px; height: 15px;" type="text"/> %	<input style="width: 100px; height: 15px;" type="text"/>
Company 2	<input style="width: 100px; height: 15px;" type="text"/>	<input style="width: 50px; height: 15px;" type="text"/> %	<input style="width: 100px; height: 15px;" type="text"/>
Company 3	<input style="width: 100px; height: 15px;" type="text"/>	<input style="width: 50px; height: 15px;" type="text"/> %	<input style="width: 100px; height: 15px;" type="text"/>
Company 4	<input style="width: 100px; height: 15px;" type="text"/>	<input style="width: 50px; height: 15px;" type="text"/> %	<input style="width: 100px; height: 15px;" type="text"/>
Total MBE Percentage	<input style="width: 100px; height: 15px;" type="text"/>	<input style="width: 50px; height: 15px;" type="text"/> %	<input style="width: 100px; height: 15px;" type="text"/>

**10.2 WBE Participation Commitment Table**

	<b>Name of Qualified Women Business Enterprise (WBE) Proposed</b>	<b>Committed Percentage of Participation for WBE</b>	<b>Description of Products/Services to be Provided by WBE</b>
Company 1	<input style="width: 100px; height: 15px;" type="text"/>	<input style="width: 50px; height: 15px;" type="text"/> %	<input style="width: 100px; height: 15px;" type="text"/>
Company 2	<input style="width: 100px; height: 15px;" type="text"/>	<input style="width: 50px; height: 15px;" type="text"/> %	<input style="width: 100px; height: 15px;" type="text"/>
Company 3	<input style="width: 100px; height: 15px;" type="text"/>	<input style="width: 50px; height: 15px;" type="text"/> %	<input style="width: 100px; height: 15px;" type="text"/>
Company 4	<input style="width: 100px; height: 15px;" type="text"/>	<input style="width: 50px; height: 15px;" type="text"/> %	<input style="width: 100px; height: 15px;" type="text"/>
Total WBE Percentage	<input style="width: 100px; height: 15px;" type="text"/>	<input style="width: 50px; height: 15px;" type="text"/> %	<input style="width: 100px; height: 15px;" type="text"/>

**Scope of Work**

**11.1 Confirm you will meet all Reward Incentive Services requirements stated in Exhibit B, Section B1.**

- Confirmed
- Not confirmed (please explain)

**11.2 Confirm you will meet all Coordination with MCHCP Business Associates requirements stated in Exhibit B, Section B2.**

- Confirmed
- Not confirmed (please explain)

**11.3 Confirm you will meet all Account Management requirements as stated in Exhibit B, Section B3.**



- Confirmed
- Not confirmed (please explain)

**11.4 Confirm you will meet all Member Service requirements as stated in Exhibit B, Section B4.**

- Confirmed
- Not confirmed (please explain)

**11.5 Confirm you will meet all Implementation requirements as stated in Exhibit B, Section B5.**

- Confirmed
- Not confirmed (please explain)

**11.6 Confirm you will meet all Reporting Requirements stated in Exhibit B, Section B6.**

- Confirmed
- Not confirmed (please explain)

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

- Confirmed
- Not confirmed (please explain)

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

- Confirmed
- Not confirmed (please explain)

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

- Confirmed
- Not confirmed (please explain)

**11.10 Confirm you will meet all Reward Incentive Payment Processing requirements as stated in Exhibit B, Section B10.**

- Confirmed
- Not confirmed (please explain)

**11.11 Confirm you will meet all Reward Incentive Payments requirements as stated in Exhibit B, Section B11.**

- Confirmed
- Not confirmed (please explain)

**11.12 Confirm you will meet all Administrative Fee Payment requirements as stated in Exhibit B, Section B12.**

- Confirmed
- Not confirmed (please explain)

**11.13 Confirm you will meet all Performance Standard requirements as stated in Exhibit B, Section B13.**

- Confirmed
- Not confirmed (please explain)

**11.14 Confirm you will meet all Funding requirements as stated in Exhibit B, Section B14.**

- Confirmed  
 Not confirmed (please explain)

**Attachment Checklist**

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

- Q2.10 E&O Insurance
- Q2.12 Economic Impact
- Q2.13 Audited Financial Statements
- Q2.17 State of Missouri License
- Q3.3 Organizational Chart
- Q3.4 Implementation Plan
- Q4.10 Incentive Program Reports
- Q4.13 Incentive Program ROI
- Q5.9 Member Communications
- Q6.10 Reliability Metrics
- Q6.12 Disaster Recovery Plan
- Q6.13 Disaster Recovery Plan Testing
- Q7.3 Customer Service Reports
- Q7.4 Sample Reporting Package
- Q8.17 Additional Performance Guarantees
- Q8.18 Member Incentive Performance Guarantees
- Q9.3 Business Partners

## Mandatory Contract Provisions Questionnaire

### Mandatory Contract Provisions

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

**1.1 Term of Contract:** The term of this Contract is for a period of one (1) year from January 1, 2020 through December 31, 2020. This Contract may be renewed for four (4) additional one-year periods at the sole option of the MCHCP Board of Trustees. The submitted pricing arrangement for the first year (January 1 - December 31, 2020) is a firm, fixed price. The submitted prices for the subsequent (2nd - 5th) years of the contract period (January 1 - December 31, 2021, January 1 - December 31, 2022, January 1 - December 31, 2023, and January 1 - December 31, 2024 respectively) are guaranteed not-to-exceed maximum prices and are subject to negotiation. Pricing for the one-year renewal periods are due to MCHCP by May 15 for the following year's renewal. All prices are subject to best and final offer which may result from subsequent negotiation.

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

derived from the data for any purpose and, where so instructed by MCHCP, will destroy or render it unreadable.

- Confirmed
- Not confirmed (please explain)

**1.6 Electronic Transmission Protocols:** Contractor and all subcontractors will maintain encryption standards of 1024 bit encryption or higher for the encryption of confidential information for transmission via non secure methods including File Transfer Protocol or other use of the Internet.

- Confirmed
- Not confirmed (please explain)

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

- Confirmed
- Not confirmed (please explain)

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

- Confirmed
- Not confirmed (please explain)

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

- Confirmed
- Not confirmed (please explain)

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

- Confirmed
- Not confirmed (please explain)

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

- Confirmed
- Not confirmed (please explain)

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

- Confirmed
- Not confirmed (please explain)

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

- Confirmed
- Not confirmed (please explain)

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

- Confirmed
- Not confirmed (please explain)

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

- Confirmed
- Not confirmed (please explain)

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

- Confirmed
- Not confirmed (please explain)

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

- Confirmed
- Not confirmed (please explain)

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

- Confirmed
- Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)



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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

**1.37 Access to Records:** Upon reasonable notice, Contractor must provide, and cause its subcontractors to provide, the officials and entities identified in this Section with prompt, reasonable, and adequate access to any records, books, documents, and papers that are directly pertinent to the performance of the services. Such access must be provided to MCHCP and, upon execution of a confidentiality agreement, to any independent auditor or consultant acting on behalf of MCHCP; and any other entity designated by MCHCP. Contractor agrees to provide the access described wherever Contractor maintains such books, records, and supporting documentation. Further, Contractor agrees to provide such access in reasonable comfort and to provide any furnishings, equipment, or other conveniences deemed reasonably necessary to fulfill the purposes described in this section. Contractor shall require its subcontractors to provide comparable access and accommodations. MCHCP shall have the right, at reasonable times and at a site designated by



MCHCP, to audit the books, documents and records of Contractor to the extent that the books, documents and records relate to costs or pricing data for this Contract. Contractor agrees to maintain records which will support the prices charged and costs incurred for performance of services performed under this Contract. To the extent described herein, Contractor shall give full and free access to all records to MCHCP and/or their authorized representatives.

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

**1.47 Patent, Copyright, and Trademark Indemnity:** Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of this Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to MCHCP under this Contract. Contractor shall defend any suit or proceeding brought against MCHCP on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of this Contract. This is upon condition that MCHCP shall

provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, MCHCP may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by MCHCP at the Contractor's written request, it shall be at Contractor's expense, but the responsibility for such expense shall be only that within Contractor's written authorization. Contractor shall indemnify and hold MCHCP harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or MCHCP may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of this Contract. If any of the products provided by Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing. If Contractor is unable to do any of the preceding, Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of MCHCP, only those items of equipment or software which are held to be infringing, and to pay MCHCP: 1) any amounts paid by MCHCP towards the purchase of the product, less straight line depreciation; 2) any license fee paid by MCHCP for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee presenting the time remaining in any period of maintenance paid for. The obligations of Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of Contractor without its written consent.

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

**1.49 Disclosure of Material Events:** TPA 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 TPA; (\*) Any merger, sale or other material change of ownership of TPA; (\*) Any conflict of interest or potential conflict of interest between TPA's engagement with MCHCP and the work, services or products that TPA is providing or proposes to provide to any current or prospective customer; and (1) Any material investigation of TPA by a federal or state agency or self-regulatory organization; (2) Any material complaint against TPA filed with a federal or state agency or self-regulatory organization; (3) Any material proceeding naming TPA before any federal or state agency or self-regulatory organization; (4) Any material criminal or civil action in state or federal court naming TPA as a defendant; (5) Any material fine, penalty, censure or other disciplinary action taken against TPA by any federal or state agency or self-regulatory organization; (6) Any material judgment or award of damages imposed on or against TPA as a result of any material criminal or civil action in which TPA was a party; or (7) Any other matter material to the services rendered by TPA 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, TPA 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 TPA'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 TPA designated by TPA to monitor and report such matters. Upon learning of any such actions, MCHCP reserves the right, at its sole discretion, to terminate this Contract.

Confirmed

Not confirmed (please explain)

**1.50 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 TPA 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)

**1.51 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)