

Onsite Health Center Questionnaire

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

Proprietary Statement

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

- Confirmed
- Not confirmed (please explain)

Vendor Profile

2.1 Provide the following information about your company:

Full and legal company name	<input style="width: 100%; height: 20px;" type="text"/>
Name of parent organization (if applicable)	<input style="width: 100%; height: 20px;" type="text"/>
Corporate address	<input style="width: 100%; height: 20px;" type="text"/>
Name of contact person for questions regarding this RFP response	<input style="width: 100%; height: 20px;" type="text"/>
Telephone	<input style="width: 100%; height: 20px;" type="text"/>
Email address	<input style="width: 100%; height: 20px;" type="text"/>
Telephone	<input style="width: 100%; height: 20px;" type="text"/>
Location of office that will service this account	<input style="width: 100%; height: 20px;" type="text"/>

2.2 How many years has your organization provided employee health center services?

Number of years

2.3 List the number of clients and their respective total lives to which you currently provide on-site employee health centers.

Number of employers of 50,000 employees or more	<input style="width: 100%; height: 20px;" type="text"/>
Number of employers 30,000 - 49,999 employees	<input style="width: 100%; height: 20px;" type="text"/>
Number of employers 20,000 - 29,999 employees	<input style="width: 100%; height: 20px;" type="text"/>
Number of employers 10,000 - 19,999 employees	<input style="width: 100%; height: 20px;" type="text"/>
Number of employers less than 10,000 employees	<input style="width: 100%; height: 20px;" type="text"/>

2.4 In total, how many client employees are managed through your onsite health centers?

Number of employer clients	<input style="width: 100%; height: 20px;" type="text"/>
Number of current client employees	<input style="width: 100%; height: 20px;" type="text"/>
Number of new client employees last year (2017)	<input style="width: 100%; height: 20px;" type="text"/>
Number of new client employees year to date (2018)	<input style="width: 100%; height: 20px;" type="text"/>

2.5 Provide the following information on your five largest onsite employee health center clients (defined as the total number of eligible employees in locations served). If you have centers located in Missouri, please list those even if they are not among your five largest.

	Name	City, State	Industry	Total No. of Employees	Average No. of Center Visits per Day
Client #1	<input style="width: 50%; height: 20px;" type="text"/>	<input style="width: 50%; height: 20px;" type="text"/>	<input style="width: 50%; height: 20px;" type="text"/>	<input style="width: 50%; height: 20px;" type="text"/>	<input style="width: 50%; height: 20px;" type="text"/>
Client #2	<input style="width: 50%; height: 20px;" type="text"/>	<input style="width: 50%; height: 20px;" type="text"/>	<input style="width: 50%; height: 20px;" type="text"/>	<input style="width: 50%; height: 20px;" type="text"/>	<input style="width: 50%; height: 20px;" type="text"/>
Client #3	<input style="width: 50%; height: 20px;" type="text"/>	<input style="width: 50%; height: 20px;" type="text"/>	<input style="width: 50%; height: 20px;" type="text"/>	<input style="width: 50%; height: 20px;" type="text"/>	<input style="width: 50%; height: 20px;" type="text"/>

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

2.6 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"/>

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

- Yes (describe the situation prompting the suit(s) and the outcome or current status)
- No

2.8 Have there been any claims filed against your organization (and/or its agents and/or employees) with your liability insurance carrier for professional errors and omissions? Include the nature and resolution of such claims.

- Yes (describe the nature and resolution of such claims)
- No

2.9 Describe any recent or planned merger or acquisition activity in process or expected in the next one or two years.

Response

2.10 If your organization is a division of a larger company, are there plans to divest your organization within the next one or two years?

- Yes (please explain)
- No
- Not applicable

2.11 Describe your organizational vision, including describing what enhancements are planned to your services and how those enhancements could impact the services requested by MCHCP.

Response

2.12 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 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"/>

2.13 Please describe the compliance, certifications, notification procedures in case of breach, and/or policies your company (or any sub-contractor) has in place to ensure compliance with the following laws listed below. If necessary to provide a complete description, please upload a document to the Reference Files from Vendor section, and name the file "Q2.13 Compliance with Federal Laws".

HIPAA	<input type="text"/>
OSHA	<input type="text"/>
CLIA	<input type="text"/>
GINA	<input type="text"/>
COBRA	<input type="text"/>

2.14 Confirm you have uploaded documents to the Reference Files from Vendor section confirming appropriate licensure by the State of Missouri and/or certificate of good standing. Name the document "Q2.14 State of Missouri License".

- Confirmed
- Not confirmed (please explain)

2.15 What percentage of your overall company sales is attributable to your onsite employee health center offering?

- Percentage of overall sales attributable to onsite employee health center offering %

2.16 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 "Q2.16 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.

2.17 Confirm you have uploaded two years of your organization's audited financial statements to the Reference Files from Vendor section. Name the file "Q2.17 Audited Financial Statements."

- Confirmed
- Not confirmed (please explain)

Health Center Management

3.1 Confirm the professional liability insurance limits (individual and aggregate) of your practitioners. Identify the process for ensuring appropriate levels are maintained.

Response

3.2 Provide a detailed description of your organization's standard transition plan for patients affected by termination of the contract, closure of the health center, loss of health care provider, or any scenario where transition services are required.

Response

3.3 Given that the health center is already in place and operational, how long after your team takes possession for management of the health center, do you anticipate it will take for the health center to be fully functional?

Response

3.4 Describe the duties the staff will have until the health center is functional.

Response

3.5 Will your management approach allow for appointment setting and/or walk-in visits? Describe your standard process.

Response

3.6 Can appointments be scheduled via your website?

	Yes (please describe)	No (please explain)
Appointment requests	<input type="radio"/> <input style="width: 50px; height: 15px;" type="text"/>	<input type="radio"/> <input style="width: 50px; height: 15px;" type="text"/>
Direct scheduling	<input type="radio"/> <input style="width: 50px; height: 15px;" type="text"/>	<input type="radio"/> <input style="width: 50px; height: 15px;" type="text"/>

3.7 How and when would you typically verify eligibility for employees using the health center?

Response

3.8 Do you have the ability to process member payment transactions on premise?

Yes (please describe)

No (please explain)

3.9 What methods can you deploy to accept employee payments (check all that apply)?

Debit cards

Credit cards

Personal check

Cash

Other (please describe)

3.10 Will you code all health center services using CPT and ICD nomenclatures? Will all services have an associated primary ICD code? Secondary ICD codes? Tertiary ICD codes?

Yes (please describe)

No (please explain)

3.11 Provide a detailed description of how you establish staffing levels for your onsite employee health centers.

Response

3.12 Given your projected utilization of the health center, outline your recommended staffing and provide rationale.

Response

3.13 Complete the following table listing the minimum qualifications for the core health center staffing positions included in your proposal. If additional positions are included in your proposal, upload a document to the Reference Files from Vendor section, and name the document "Q3.13 Staffing Qualifications".

	Name	Title	Required licensing	Required Certifications	Required Experience
Staffing Position 1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Staffing Position 2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Staffing Position 3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Staffing Position 4	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Staffing Position 5	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Staffing Position 6	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Staffing Position 7	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

3.14 Does your organization manage the staff recruitment and hiring process for all health care professionals (medical, technical and administrative)? If yes, how do you identify potential candidates?

Yes (please describe, including how you identify potential candidates)

No (please explain)

3.15 How long does a typical recruitment take from need identification to the date an offer of employment is extended?

Providers

Non-providers

3.16 How long after an offer of employment is accepted, does it take to onboard new hires?

Providers

Non-providers

3.17 Does MCHCP have the option of interviewing the clinician prior to placement in the facility?

Yes (please describe)

No (please explain)

3.18 Will the providers be dedicated to the MCHCP onsite employee health center?

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

3.19 Will the providers be your employees or the employees of another firm?

- Employee of bidder
- Employee of another firm (please describe, including identifying the firm)

3.20 Describe what will occur if the providers are not available due to illness or vacation on a day the health center is scheduled.

Response

3.21 How many provider hours do you feel are necessary to successfully meet the needs of the center?

Response

3.22 What is the average tenure of your providers?

Years/months

3.23 What is the turnover rate of non-provider staff?

Annual turnover rate %

3.24 Describe your process to backfill providers who resign or are otherwise absent?

Response

3.25 Will you guarantee that providers will always be available for health center service delivery during scheduled operating hours?

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

3.26 Complete the following regarding the qualifications of the Collaborative Physician and/or Medical Director who will be responsible for center oversight?

Required licensing

Required certifications

Required experience

3.27 Describe your approach for referrals to outside providers?

Response

3.28 Will you guarantee that health center staff and providers will refer to all providers in the regional referral network equally and non-preferentially?

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

3.29 Describe your approach when radiology services are indicated.

Response

3.30 Describe your approach when lab services beyond those able to be provided onsite are indicated.

Response

3.31 Are there other vendors that will need access to the site (e.g., lab pick-up service)? If so, address any related logistical considerations the client needs to arrange for to accommodate this; e.g., security issues, ingress/egress, etc.

Response

3.32 Describe your practices for handling and disposing of biohazards.

Response

3.33 Describe your experience and capabilities with offering behavioral health counseling services onsite.

Response

3.34 If your company has experience offering behavioral health counseling services onsite, explain the process for triaging and scheduling behavioral health counseling patient visits.

Response

3.35 Describe your experience and capabilities with offering physical therapy services onsite.

Response

Quality Assurance

4.1 Describe your staff training procedures, including training on biohazard handling.

Response

4.2 Confirm you have uploaded a copy of your written safety program. Upload the file to the Reference Files from Vendor section, and name the file "Q4.2 Safety Program".

- Confirmed
- Not confirmed (please explain)

4.3 Describe your quality management process including clinical oversight and external accreditation.

Response

4.4 Do you conduct patient satisfaction surveys?

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

4.5 Confirm you have uploaded results from your most recent patient satisfaction survey to the Reference files from Vendor section. Name the file "Q4.5 Satisfaction Survey Results".

- Confirmed
- Not confirmed (please explain)

4.6 What is your process for staff evaluation?

Response

4.7 Describe your problem resolution/escalation process for patient complaints or issues with the staff or services of the health center.

Response

4.8 Will MCHCP receive regular reporting of escalated issues and patient complaints?

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

4.9 Provide a detailed description of how your organization utilizes current, evidence-based medicine in the evaluation, treatment, and oversight of patients.

Response

4.10 Do you plan to apply for accreditation for the MCHCP health center by a qualified third party organization?

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

Program Integration

5.1 Describe your organization's experience coordinating with other external vendor programs including medical carriers' case management, PBM, and EAP. Specifically describe your experience with MCHCP's current contractors.

UMR (TPA and case management)	<input type="text"/>
Aetna (TPA and case management)	<input type="text"/>
Express Scripts (PBM)	<input type="text"/>
CompPsych (EAP)	<input type="text"/>

5.2 Describe how you integrate population health and wellness into the onsite health center, both with MCHCP initiatives and any outside MCHCP vendors.

Response

5.3 How will health center data be shared with the patient's primary care provider?

Response

5.4 Describe the clinician's role in working with a participant's primary care provider. When would the clinician refer the participant back to his/her primary care provider?

Response

5.5 Complete the following table regarding the operational platform that will be used to support cross-referrals with MCHCP's other health management programs.

	Yes (please describe)	No (please explain)
Will benefit and program descriptions be readily available to health center staff for reference?	<input type="radio"/> <input type="text"/>	<input type="radio"/> <input type="text"/>
Does your system use messaging that prompts the service representative to discuss other programs available for potential referral?	<input type="radio"/> <input type="text"/>	<input type="radio"/> <input type="text"/>

5.6 Do you have the capability to report on the referral activity between your organization and MCHCP's external vendor partners?

Yes (please describe, including providing a description of how referrals are tracked and reported)

No (please explain)

5.7 Describe how your organization tracks and reports outcomes of these referrals and how follow-up of referrals are managed.

Response

Communication Support

6.1 Outline the communication scheme your organization will provide to communicate the onsite health center to employees.

Response

6.2 Describe how your organization would work with MCHCP internal staff to develop and implement this strategy.

Response

6.3 Describe your approach for partnering with MCHCP to routinely promote the health center (proprietary newsletters, events, etc.) to employees.

Response

6.4 Confirm you have uploaded copies of the communication materials to be provided prior to management of health center services transitions to your company that are included in your cost structure and provided to MCHCP at no additional cost. Upload the document to the Reference Files from Vendor section, and name the file "Q6.4 Initial Communication".

Confirmed

Not confirmed (please explain)

6.5 Will you provide educational or other materials in electronic format for posting?

Yes, at no additional cost (please describe)

- Yes, at an additional cost (please describe, and include additional cost in Supplemental Pricing)
- No (please explain)

6.6 How do you measure the impact of the communications sent?

Response

6.7 Are all communication materials customizable to MCHCP communication language and branding?

- Yes, at no additional cost (please describe)
- Yes, at an additional cost (please describe and include additional cost in Supplemental Pricing)
- No (please explain)

Outcomes Measurement and Reporting

7.1 Confirm you have provided samples of the standard reporting package that would be made available to MCHCP. Upload the file to the Reference Files from Vendor section, and name the file "Q7.1 Sample Reporting".

- Confirmed
- Not confirmed (please explain)

7.2 Confirm you have uploaded copies of any additional reporting that would be made available to MCHCP at an additional cost. Upload the file to the Reference Files from Vendor section, and name the file "Q7.2 Additional Reporting". Include pricing for the additional reporting in Supplemental Pricing.

- Confirmed
- Not confirmed (please explain)

7.3 Confirm that MCHCP's data will not be shared with any third party not authorized by MCHCP.

- Confirmed
- Not confirmed (please explain)

7.4 On which of the following items will your system be able to report (check all that apply)?

- Visit type by procedure and diagnosis
- Visit type by provider
- Unique visits by patient
- Return visits by patient
- Total patient visits monthly, quarterly and cumulative over the life of the Contract
- Average patient wait time in minutes
- Referrals by reason
- Referrals by specialty
- Referrals to which specific network provider
- Average visit time in minutes
- Individual test results
- Average cost per service
- ROI reports
- Health trending
- Lost time/absence per diagnosis
- Patients screened and counseled for health risk factors (e.g. obesity, tobacco use)
- Other (please describe)

7.5 Do you offer a web-based reporting tool or dashboard to allow for MCHCP to review health center data and reports at any time? Indicate any additional costs on Supplemental Pricing.

- Yes, at no additional cost (please describe)
- Yes, at an additional cost (please describe, and indicate additional cost on Supplemental Pricing)
- No (please explain)

7.6 How soon after the close of the reporting period would reporting be made available to MCHCP (indicate number of calendar days)?

Number of calendar days

7.7 To what level of detail can the basic reporting package be segmented by population such as agency, etc.?

Response

7.8 Describe any benchmarks that are included in your standard reporting.

Response

7.9 Does your organization currently provide encounter data to Truven Health Analytics or any other decision support system vendor (check all that apply)?

- Truven Health Analytics
- Other decision support system vendor(s) (list other vendors)
- No

7.10 Describe your approach to cost savings and how this will be monitored for MCHCP. Specifically describe how the following items are incorporated in your savings analysis.

- Utilization of medical services
- Unit cost of medical services
- Utilization of behavioral health counseling services
- Unit cost of behavioral health counseling services
- Absenteeism
- Referral control
- Other

7.11 Confirm you have uploaded copies of the reporting package that will be provided to MCHCP to document ROI. Upload the file to the Reference Files from Vendor section, and name the file "Q7.11 ROI Reporting".

- Confirmed
- Not confirmed (please explain)

7.12 Has there been third-party validation of your ROI/savings methodology? If yes, what organization(s) verified the results, and how often is the analysis conducted? Note: MCHCP reserves the right to request a copy of this validation report from finalists and/or the successful bidder. Also, MCHCP will require regular validation of the ROI methodology from the selected vendor.

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

Implementation and Account Management

8.1 Confirm you have uploaded an Implementation Plan, assuming that the health center begins operations with your company managing services on January 1, 2019. Upload the file to the Reference Files from Vendor section, and name the file "Q8.1 Implementation Plan". A final implementation plan must be agreed to by MCHCP within 20 days of contract award.

- Confirmed
- Not confirmed (please explain)

8.2 What services and support are needed from MCHCP to ensure a smooth implementation?

Response

8.3 Complete the following table regarding the team that will be compiled for MCHCP.

	Name	Location	Role for MCHCP	Brief work experience	Tenure with your organization	Number of years in current role	Number of current accounts	Maximum number of accounts	Estimated percentage of time allocated to MCHCP
Account manager (primary)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Account manager (secondary)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Implementation manager (primary)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Implementation manager (secondary)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %

8.4 Confirm you have uploaded an account management plan that includes all critical tasks, responsible parties, target completion dates and frequency of meetings and/or conference calls. Upload the file to the Reference Files from Vendor section, and name the file "Q8.4 Account Management Plan".

- Confirmed
- Not confirmed (please explain)

8.5 What is the turnover rate of account management staff?

Turnover rate %

8.6 Will you identify subject matter experts to assist MCHCP with strategic initiatives and planning?

- Yes (please provide examples of what you have done with other clients)
- No (please explain)

8.7 If you answered yes to Q8.6, what types of subject matter experts do you have access to?

Response

8.8 Confirm you have uploaded sample invoices of all three types that will be used for billing purposes. Upload the file to the Reference Files from Vendor section, and name the file "Q8.8 Sample Invoices".

- Confirmed
- Not confirmed (please explain)

Technology and Security

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

Customer Relation Management (CRM) (MM/YYYY)	<input type="text"/>
Eligibility (MM/YYYY)	<input type="text"/>
Claims (MM/YYYY)	<input type="text"/>
Other (please describe)	<input type="text"/>

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

- Yes, at no additional cost
- Yes, at an additional cost (include the cost in Supplemental Pricing of the State Pricing Model)
- No (please explain)

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

Call center

Claims processing center

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

- Yes (please describe specific circumstance(s) and include lessons learned)
- No (please explain)

9.5 How frequently do you backup data?

- Daily
- Weekly
- Monthly
- Other (please explain)

9.6 Is stored backup data encrypted on media?

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

9.7 Is backup data stored in multiple locations?

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

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

Response

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

Response

9.10 Describe your process for addressing security breaches.

Response

9.11 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)

9.12 What platform do you currently utilize to deliver web content/services?

Response

9.13 Which of the following browsers/browser versions do you support (check all that apply)?

- Internet Explorer 9 and higher
- Google Chrome 48 and higher
- Firefox 45 and higher
- Safari 9 and higher
- Microsoft Edge
- Other (please list)

9.14 Are mobile apps available for use by your membership?

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

9.15 Do you have an online patient portal?

- Yes
- No

9.16 If you answered Yes to Q9.15, please describe in detail the patient experience. Upload screen shots and demo information to the Reference Files from Vendor section, and name the file "Q9.16 Patient Portal Detail".

Response

9.17 Confirm your email service supports TLS for secure email with MCHCP staff.

Confirmed (please describe, including which version)

Not confirmed (please explain)

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

Confirmed (please describe)

Not confirmed (please explain)

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

Response

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

Response

9.21 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 "Q9.21 Reliability Metrics".

Confirmed

Not confirmed (please explain)

9.22 Please describe the following about your network communication services:

Identify the type of systems that will be used to communicate with MCHCP (i.e. web services, FTP, TLS).

Identify the types of software systems and applications

9.23 Describe how you protect PHI, including security controls embedded within your systems, networks, and processes.

Response

9.24 Have you ever experienced a security breach?

Yes (provide details on when the breach occurred, actions taken and corrections implemented)

No

9.25 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)

9.26 Confirm you have uploaded a copy of the document describing your disaster recovery and business continuity plans in the Reference Files from Vendor section, and named the document "Q9.26 Disaster Recovery Plan".

Confirmed

Not confirmed (please explain)

9.27 Confirm you have uploaded a copy of the summary findings for your most recent testing exercise of your disaster recovery and business continuity plans. Upload the document to the Reference Files from Vendor section, and name the file "Q9.27 Disaster Recovery Plan Testing".

Confirmed

Not confirmed (please explain)

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

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

9.29 Is your organization able to provide date-specific, member-specific communication records to MCHCP, as the plan administrator, upon request?

Yes (please describe)

No (please explain)

9.30 Describe your process for creating and managing patient files for medical data, including testing results (electronic versus paper information captured).

Response

9.31 How is this information protected to maintain confidentiality and protect privacy?

Response

9.32 What policies/procedures does your company have in place regarding record retention and medical confidentiality?

Response

9.33 What practice management and clinical data management software system is your organization proposing to use to maintain electronic patient records?

Response

9.34 Describe the stage of meaningful use of electronic medical records (EMR) your organization has achieved.

Response

9.35 Is your EMR Surescripts compatible, and if so, is it possible to access patients' medication history using the Surescripts interface?

Yes (please describe)

No (please explain)

9.36 What type of encounter data is your clinical data management software able to capture?

Response

9.37 Describe the certification around safety and security measures to protect your electronic medical records system and patient data. Also include any certifications or controls and procedures you have in place to highlight best in practice stewardship of your internal operations in delivering your services. This may include SAS-70, ISO27001, CMMI, etc.

Response

Hospital/Health System Proposal**10.1 If your organization is a local hospital or health system OR if your organization has a partnership with a local hospital or health system, what assurances will you provide in writing or contractually that you will avoid conflicts of interest by not referring patients primarily or exclusively to your hospital(s) and/or physicians?**

Response

Not applicable

10.2 What reporting mechanisms can your organization put in place for MCHCP to monitor referrals?

Response

Not applicable

Performance Guarantees

11.1 Complete the table below, listing performance guarantees being offered by your organization for each of the areas listed. If necessary to fully describe the guarantees being proposed, upload a file to the Reference Files from Vendor section, and name the file "Q11.1 General Performance Guarantees".

	Guarantee	Measurement process	Minimum amount at risk	Maximum amount at risk
Implementation	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Client Satisfaction	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Participant Satisfaction	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Administrative Services	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Health Center Management Services	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Non-provider Health Center Staff Retention	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Health Center Provider Retention	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Providers onsite to see patients during 100 percent of health center operating hours	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Health center staff and providers refer to all outside providers in the regional referral network equally and non-preferentially	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Screen for Patient Lifestyle Risk Factors such as obesity and tobacco use and refer to MCHCP programs and benefits for treatment	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Reduction in Patient Lifestyle Risk Factors among health center eligible population	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Screen for Hypertension and refer patients for treatment	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Reduce uncontrolled hypertension among health center eligible population	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
MCHCP Account Team Services	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
MCHCP Account Team Retention	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Patient volume and penetration (i.e. % of members using the health center at least once per year)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Claim file submitted to MCHCP's date vendor no later than 15th of the month for prior month's services	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Claim file submitted to MCHCP's data vendor in proper format on first submission of the month	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Data submission to MCHCP's data vendor includes 100 percent of all required financial fields	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Data submission to MCHCP's data vendor includes all required key fields (subscriber SSN, DOB, and gender)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Data submission to MCHCP's data vendor includes all required key fields (diagnostic coding, procedure coding, etc.)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Standard reporting submitted to MCHCP in agreed upon format and within 30 days of end of quarter	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Participation in and financial support for an implementation audit	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other (2)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other (3)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

11.2 Confirm you have uploaded a document to the Reference Files from Vendor outlining any performance guarantees being offered related to outcomes. Name the file "Q11.2 Outcomes Performance Guarantees".

- Confirmed
- Not confirmed (please explain)

References

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

	Name or Industry	Services provided by your organization	Number of covered 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"/>

12.2 Provide references for two terminated clients for whom you have provided the services described in this RFP. If possible, list employer clients of similar size and needs as MCHCP. We will not contact these references without discussing with you first; however, having information on references is critical.

	Name or Industry	Services provided by your organization	Number of covered 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"/>

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-6 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.

13.1 MBE Participation Commitment Table

	Name of Qualified Minority Business Enterprise (MBE) Proposed	Committed Percentage of Participation for MBE	Description of Products/Services to be Provided by MBE
Company 1	<input type="text"/>	<input type="text"/> %	<input type="text"/>
Company 2	<input type="text"/>	<input type="text"/> %	<input type="text"/>
Company 3	<input type="text"/>	<input type="text"/> %	<input type="text"/>
Company 4	<input type="text"/>	<input type="text"/> %	<input type="text"/>
Total MBE Percentage	<input type="text"/>	<input type="text"/> %	<input type="text"/>

13.2 WBE Participation Commitment Table

	Name of Qualified Women Business Enterprise (WBE) Proposed	Committed Percentage of Participation for WBE	Description of Products/Services to be Provided by WBE
Company 1	<input type="text"/>	<input type="text"/> %	<input type="text"/>
Company 2	<input type="text"/>	<input type="text"/> %	<input type="text"/>
Company 3	<input type="text"/>	<input type="text"/> %	<input type="text"/>
Company 4	<input type="text"/>	<input type="text"/> %	<input type="text"/>
Total WBE Percentage	<input type="text"/>	<input type="text"/> %	<input type="text"/>

Pricing

14.1 In addition to completing the pricing exhibit, bidders may upload an additional document that further defines their proposed pricing arrangements, including definitions, fee exhibit, and all assumptions and caveats. Confirm whether an additional document has been uploaded to the Reference Files from Vendor section. Name the document "Q14.1 Pricing Proposal".

Confirmed

Not confirmed (please explain)

14.2 What daily health center usage was assumed in your proposed pricing for the scope of services requested?

Response

14.3 To understand the level of capacity built into your proposed staffing model, when patient utilization trends exceed the established daily visit volume will your organization recommend the expansion of hours and/or provider staffing?

Response

14.4 Complete the following table, indicating the monthly projected health center utilization assumed for each service in your pricing proposal.

Acute routine medical care visits	<input type="text"/>
Follow-up medical visits	<input type="text"/>
Behavioral health counseling initial visits	<input type="text"/>
Behavioral health counseling follow-up visits	<input type="text"/>
Immunizations	<input type="text"/>
Maintenance medical injections	<input type="text"/>
Flu shots	<input type="text"/>
Lab screenings	<input type="text"/>
Acute injuries	<input type="text"/>
Employee Assistance Program referrals	<input type="text"/>
Blood pressure checks	<input type="text"/>
Lab draws	<input type="text"/>
Possible future functional nutrition counseling services	<input type="text"/>
Possible future pharmacy visits	<input type="text"/>
Possible future physical therapy visits	<input type="text"/>
Possible future telehealth visits	<input type="text"/>
Possible future telebehavioral health visits	<input type="text"/>
Other 1 (please describe)	<input type="text"/>
Other 2 (please describe)	<input type="text"/>
Other 3 (please describe)	<input type="text"/>

14.5 Complete the following table regarding the health center staff, indicating the role of each provider type, the number of each provider type, and the number of hours per week for each provider type you have assumed in your pricing proposal.

	Role	Number on site	Hours per week
Advanced Practice Registered Nurse (APRN)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Registered Nurse	<input type="text"/>	<input type="text"/>	<input type="text"/>
Licensed Practical Nurse	<input type="text"/>	<input type="text"/>	<input type="text"/>
Licensed Clinical Social Worker	<input type="text"/>	<input type="text"/>	<input type="text"/>
Licensed Psychologist	<input type="text"/>	<input type="text"/>	<input type="text"/>
Clerical	<input type="text"/>	<input type="text"/>	<input type="text"/>
Medical Assistant	<input type="text"/>	<input type="text"/>	<input type="text"/>
Physician's Assistance	<input type="text"/>	<input type="text"/>	<input type="text"/>
Collaborative MD	<input type="text"/>	<input type="text"/>	<input type="text"/>
Receptionist	<input type="text"/>	<input type="text"/>	<input type="text"/>
Phlebotomist (may be the same person as the Medical Assistant)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other 1	<input type="text"/>	<input type="text"/>	<input type="text"/>

Other 2	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other 3	<input type="text"/>	<input type="text"/>	<input type="text"/>

14.6 How many hours per week are you budgeting for in your fees for a supervising physician to be onsite and supporting staff through clinical consultations, chart audits and other pro-active quality assurance processes?

Response

Scope of Work

15.1 Confirm that you agree to and will meet all General Requirements as stated in Exhibit B, Section B1.

- Confirmed
 Not confirmed (please explain)

15.2 Confirm that you agree to and will meet all Specific Requirements as stated in Exhibit B, Section B2.

- Confirmed
 Not confirmed (please explain)

15.3 Confirm that you agree to and will meet all Indemnification and Insurance requirements as stated in Exhibit B, Section B3.

- Confirmed
 Not confirmed (please explain)

15.4 Confirm that you agree to and will meet all Lease Requirements as stated in Exhibit B, Section B4, and Attachment 2.

- Confirmed
 Not confirmed (please explain)

15.5 Confirm that you agree to and will meet all Health Center Staffing requirements as stated in Exhibit B, Section B5.

- Confirmed
 Not confirmed (please explain)

15.6 Confirm that you agree to and will meet all Health Center Services requirements as stated in Exhibit B, Section B6.

- Confirmed
 Not confirmed (please explain)

15.7 Confirm that you agree to and will meet all Communications and Customer Support requirements as stated in Exhibit B, Section B7.

- Confirmed
 Not confirmed (please explain)

15.8 Confirm that you agree to and will meet all Eligibility requirements as stated in Exhibit B, Section B8.

- Confirmed
 Not confirmed (please explain)

15.9 Confirm that you agree to and will meet all Information Technology and Eligibility File requirements as stated in Exhibit B, Section B9.

- Confirmed
 Not confirmed (please explain)

15.10 Confirm that you agree to and will meet all Implementation and Account Management requirements as stated in Exhibit B, Section B10.

- Confirmed
 Not confirmed (please explain)

15.11 Confirm that you agree to and will meet all Reporting requirements as stated in Exhibit B, Section B11.

- Confirmed
 Not confirmed (please explain)

15.12 Confirm that you agree to and will meet all Invoicing and Payment requirements as stated in Exhibit B, Section B12.

- Confirmed
 Not confirmed (please explain)

Attachment Checklist**16.1 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.**

- Q2.13 Compliance with federal laws
 Q2.14 State of Missouri license and certificate of good standing
 Q2.16 Economic impact
 Q2.17 Audited financial statements
 Q3.13 Staffing qualifications
 Q4.2 Safety program
 Q4.5 Satisfaction survey results
 Q6.4 Initial communication
 Q7.1 Sample reporting
 Q7.2 Additional reporting
 Q7.11 ROI reporting
 Q8.1 Implementation plan
 Q8.4 Account management plan
 Q8.8 Sample invoices
 Q9.16 Patient portal detail
 Q9.21 Reliability metrics
 Q9.26 Disaster recovery plan
 Q9.27 Disaster recovery plan testing
 Q11.1 General performance guarantees
 Q11.2 Outcomes performance guarantees
 Q14.1 Pricing proposal

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, 2019 through December 31, 2019. This 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, 2019) is a firm, fixed price. The submitted prices for the subsequent (2nd - 3rd) years of the contract period (January 1 - December 31, 2020 and January 1 - December 31, 2021 respectively) are guaranteed not-to-exceed maximum prices and are subject to negotiation. Pricing for Years 4-5 (January 1 - December 31, 2022 and January 1 - December 31, 2023 respectively) will be negotiated. 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 Audit Rights: MCHCP and its designated auditors shall have access to and the right to examine any and all pertinent books, documents, papers, files, or records of Contractor involving any and all transactions related to the performance of this Contract. Contractor shall furnish all information necessary for MCHCP to comply with all Missouri and/or federal laws and regulations. MCHCP shall bear the cost of any such audit or review. MCHCP and Contractor shall agree to reasonable times for Contractor to make such records available for audit.

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

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

- Confirmed
- Not confirmed (please explain)

1.6 Electronic Transmission Protocols: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)

1.7 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 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)

1.9 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)

1.10 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)

1.11 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)

1.12 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)

1.13 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)

1.14 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)

1.15 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)

1.16 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)

1.17 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)

1.18 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)

1.19 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)

1.20 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)

1.21 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)

1.22 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)

1.23 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)

1.24 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)

1.25 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)

1.26 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)

1.27 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)

1.28 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 1.23, 1.24, 1.25, 1.26, and 1.27 above.

Confirmed
 Not confirmed (please explain)

1.29 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)

1.30 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)

1.31 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)

1.32 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)

1.33 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)

1.34 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)

1.35 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)

1.36 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)

1.37 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)

1.38 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)

1.39 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)

1.40 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)

1.41 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)

1.42 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)

1.43 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)

1.44 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)

1.45 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)

1.46 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)

1.47 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)

1.48 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)

1.49 Response/Compliance with Audit or Inspection Findings: Contractor must take action to ensure 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 address 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)

1.50 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)