

Electronic-Based Weight Management Program 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: 200px; height: 20px;" type="text"/>
Name of parent organization (if applicable)	<input style="width: 200px; height: 20px;" type="text"/>
Describe your company structure including subsidiaries and affiliates	<input style="width: 200px; height: 20px;" type="text"/>
Number of years providing wellness services	<input style="width: 200px; height: 20px;" type="text"/>
Name of contact person for questions regarding this RFP response	<input style="width: 200px; height: 20px;" type="text"/>
Corporate address	<input style="width: 200px; height: 20px;" type="text"/>
Telephone	<input style="width: 200px; height: 20px;" type="text"/>
Email address	<input style="width: 200px; height: 20px;" type="text"/>

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	<input style="width: 200px; height: 20px;" type="text"/>
Regionally	<input style="width: 200px; height: 20px;" type="text"/>
Missouri	<input style="width: 200px; height: 20px;" type="text"/>

2.4 List the number of clients and their respective total lives to which you currently provide electronic-based weight management services, and break down by employers, health plans, and third party administrators.

	Employer clients	Health plan clients	Third party administrator clients
Number of groups of 50,000 lives or more	<input style="width: 50px; height: 20px;" type="text"/>	<input style="width: 50px; height: 20px;" type="text"/>	<input style="width: 50px; height: 20px;" type="text"/>
Number of groups 30,000-49,999 lives	<input style="width: 50px; height: 20px;" type="text"/>	<input style="width: 50px; height: 20px;" type="text"/>	<input style="width: 50px; height: 20px;" type="text"/>
Number of groups 20,000-29,999 lives	<input style="width: 50px; height: 20px;" type="text"/>	<input style="width: 50px; height: 20px;" type="text"/>	<input style="width: 50px; height: 20px;" type="text"/>
Number of groups less than 20,000 lives	<input style="width: 50px; height: 20px;" type="text"/>	<input style="width: 50px; height: 20px;" type="text"/>	<input style="width: 50px; height: 20px;" type="text"/>

2.5 How many participants does your organization service in total?

Number of current participants	<input style="width: 150px; height: 20px;" type="text"/>
Number of new participants last year (2017)	<input style="width: 150px; height: 20px;" type="text"/>
Number of new participants year to date (2018)	<input style="width: 150px; height: 20px;" type="text"/>

2.6 Provide the following information on your five largest electronic-based weight management program clients (defined as the total number of eligible employees).

	Name	City, State	Industry	Total No. of Employees	No. of Electronic-Based Weight Management program participants
Client #1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Client #2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Client #3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input 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"/>

2.7 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 Complete the following table, indicating the date your organization first provided the service listed and the number of current participants for each service. If not currently providing the service, leave the date field blank and enter "0" in the current participants field.

	Date service first provided (MM/YYYY)	No. of current participants
Online content	<input type="text"/>	<input type="text"/>
Newsletters	<input type="text"/>	<input type="text"/>
Web links	<input type="text"/>	<input type="text"/>
Telephonic Weight Management Coaching	<input type="text"/>	<input type="text"/>
Electronic-Based Weight Management	<input type="text"/>	<input type="text"/>

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 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"/>

2.10 Confirm you have uploaded a document to the Reference Files from Vendor section confirming appropriate licensure by the State of Missouri. Name the document "Q2.10 State of Missouri License".

Confirmed

Not confirmed (please explain)

2.11 What percentage of your overall company sales is attributable to the electronic-based weight management offering?

Percentage of overall sales attributable to electronic-based weight management (X.XX%)

%

2.12 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"/>

2.13 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 "Q2.13 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.

2.14 Confirm you have uploaded two years of your organization's audited financial statements to the Reference Files from Vendor section. Name the file "Q2.14 Audited Financial Statements."

Confirmed

Not confirmed (please explain)

Enrollment/Engagement

3.1 Can eligible participants self-enroll in your programs? If so, what are the inbound calling/participation options?

Yes (please describe, including inbound calling/participation options)

No (please explain)

3.2 Provide your book-of-business average program engagement rate for your electronic-based weight management program, and provide a definition of engagement.

Average program engagement rate %

Definition of engagement

3.3 Provide your book-of-business average program completion rate for your electronic-based weight management program, and provide a definition of completion.

Average program completion rate %

Definition of completion

3.4 How is incorrect contact information addressed?

Response

3.5 When is an eligible participant considered unresponsive to outreach?

Response

3.6 Does your recruitment model utilize outbound calls for enrollment? If yes, please provide your definition of an outbound recruitment call. For example, is an outbound recruitment call an attempt to reach, a live conversation with the eligible participant, and IVR attempt with the eligible participant, or leaving a message.

Yes (please describe, including definition of an outbound recruitment call)

No (please explain)

3.7 Describe methods your electronic-based weight management program utilizes to keep participants engaged over time.

Response

3.8 Describe your process for identifying eligible participants for your electronic-based weight management program.

Response

3.9 What are the required components for a participant to get started in the electronic-based weight management program (i.e. questionnaire, screening call, biometrics, etc.)?

Response

3.10 What devices/equipment are required for participation in the electronic-based weight management program?

Response

3.11 If devices/equipment are required, describe the distribution, maintenance and collection of required devices/equipment.

- Response (please describe)
- Devices/equipment not required

3.12 If devices/equipment are required, is there dedicated support for participants to contact for device/equipment issues?

- Response (please describe)
- Devices/equipment not required

3.13 Indicate the type of equipment your electronic-based weight management program web portal may be accessed from. Check all that apply.

- Internet-connected computer
- Mobile devices (phone and/or tablet)

3.14 Describe any equipment requirements for access.

Response

3.15 Does your company have the ability to reach and engage a large and geographically dispersed workforce?

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

3.16 Describe how your company supports special needs participants (i.e. visually- or hearing-impaired, etc.)

Response

3.17 Describe the sequence of follow-up contacts that are made to eligible participants who agree to participate in your electronic-based weight management program.

Response

3.18 Is your electronic-based weight management program capable of rapidly scaling up services, staff and materials to meet demand if necessary?

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

Electronic-Based Weight Management

4.1 Briefly describe your electronic-based weight management program, including philosophy, service offerings, goals and objectives.

Response

4.2 What is the minimum age of participants eligible for your electronic-based weight management program?

Response

4.3 Provide your definition of each of the following health risks and chronic conditions and the criteria that qualify an individual for your electronic-based weight management programs. Identify what percentage of the population is targeted for each health risk or chronic condition.

	Definition	Criteria	Qualify for Electronic-Based Weight Management Program (Yes/No)	Percent of population targeted
Overweight	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Obesity	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Morbid Obesity	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Pre-diabetes	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %

Type II Diabetes	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Cardiovascular Disease	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Hypertension	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Any form of Dyslipidemia	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Mixed Dyslipidemia	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Metabolic Syndrome	<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"/> %

4.4 Will MCHCP have the ability to customize standard participation criteria?

Yes (please describe)

No (please explain)

4.5 Are there any limits on the standard criteria for participation in your electronic-based weight management program that have not been identified in Question 4.3?

Yes (please describe)

No (please explain)

4.6 Are there any medical conditions that would exclude someone from participating in your electronic-based weight management program (i.e. eating disorders)?

Yes (please describe)

No (please explain)

4.7 Is your electronic-based weight management program appropriate for eligible participants who have undergone a previous bariatric surgery?

Yes (please describe)

No (please explain)

4.8 Using the table below, provide an overview of your enrollment process for each health risk and chronic condition (i.e. what outreach methods are used to enroll individuals who are eligible for your electronic-based weight management program engagement)? Be sure to address how potential participants are identified and the different enrollment methods (i.e. phone, mail, etc.).

	How participants are identified	Outreach methods used (phone, mail, etc.)
Overweight	<input type="text"/>	<input type="text"/>
Obesity	<input type="text"/>	<input type="text"/>
Morbid Obesity	<input type="text"/>	<input type="text"/>
Pre-diabetes	<input type="text"/>	<input type="text"/>
Type II Diabetes	<input type="text"/>	<input type="text"/>
Cardiovascular Disease	<input type="text"/>	<input type="text"/>
Hypertension	<input type="text"/>	<input type="text"/>
Any form of Dyslipidemia	<input type="text"/>	<input type="text"/>
Mixed Dyslipidemia	<input type="text"/>	<input type="text"/>
Metabolic Syndrome	<input type="text"/>	<input type="text"/>
Other	<input type="text"/>	<input type="text"/>

4.9 How do you coordinate management and communication to members with lower levels of acuity/risk who do not qualify for your electronic-based weight management program?

Response

4.10 How does your program handle participants who have been assessed and found to not meet program participation criteria, but who disagree with the determination? Please provide a detailed response.

Response

4.11 Has your electronic-based weight management program received accreditation and from whom (NCQA, JCAHO, URAC, etc.).

	Program name	Accrediting organization	Date accreditation due to renew/expire (MM/YYYY)
Program 1	<input type="text"/>	<input type="text"/>	<input type="text"/>
Program 2	<input type="text"/>	<input type="text"/>	<input type="text"/>
Program 3	<input type="text"/>	<input type="text"/>	<input type="text"/>
Program 4	<input type="text"/>	<input type="text"/>	<input type="text"/>
Program 5	<input type="text"/>	<input type="text"/>	<input type="text"/>

4.12 What clinical guidelines are your electronic-based weight management program curriculum based on?

Response

4.13 Does your electronic-based weight management program meet United States Preventive Services Task Force A and B recommendations?

Yes (please specify the USPSTF A and B guidelines the program meets)

No (please explain)

4.14 Describe your engagement rates at different stages of your electronic-based weight management program and why participants drop out at various stages.

	Engagement Rate	Reasons for dropping out
Beginning	<input type="text"/> %	<input type="text"/>
Midpoint	<input type="text"/> %	<input type="text"/>
Maintenance	<input type="text"/> %	<input type="text"/>
Other (specify)	<input type="text"/> %	<input type="text"/>
Other (specify)(2)	<input type="text"/> %	<input type="text"/>

4.15 Indicate your success rates for member enrollment and completion of your electronic-based weight management program.

Enrollment percentage (X.XX%)

%

Completion percentage (X.XX%)

%**4.16 Describe and name each phase and indicate the length of each phase of your electronic-based weight management program.**

	Phase Name and Description	Length of Phase
Phase 1	<input type="text"/>	<input type="text"/>
Phase 2	<input type="text"/>	<input type="text"/>
Phase 3	<input type="text"/>	<input type="text"/>
Phase 4	<input type="text"/>	<input type="text"/>
Phase 5	<input type="text"/>	<input type="text"/>

4.17 How many class sessions can a participant expect to have? Is there a limit?

Expected number of class sessions

Limit on number of class sessions (please describe)

4.18 At what point during the electronic-based weight management program (i.e. number of class sessions attended) does the empirical evidence suggest that the member is likely to complete the program?

Response

4.19 What is the average length of a weekly class session? Less than 15 minutes

- 15-29 minutes
- 30-44 minutes
- Greater than 45 minutes

4.20 Do participants of the electronic-based weight management program have access to certified health coaches at all times throughout the duration of the program?

- Yes (please describe and provide hours of availability)
- No (please explain)

4.21 How frequently can a participant connect with their electronic-based weight management program certified health coach? Is there a limit?

Frequency

Limit on frequency of contact (please describe)

4.22 Do participants schedule appointments with the electronic-based weight management program certified health coaches? If so, how are appointments scheduled?

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

4.23 Can participants reach coaches outside of scheduled appointments?

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

4.24 Are participants assigned one coach with whom they work throughout all phases of the electronic-based weight management program (i.e. single coach model)?

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

4.25 Are participants able to switch coaches if they would like to?

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

4.26 Briefly outline the process used to ensure the program participant is working toward their goal(s) and maintaining engagement with the program. Be sure to include a description of the web-based modules and tools used to support the electronic-based weight management program.

Response

4.27 Describe the techniques utilized by the electronic-based weight management program health coaches to motivate participants and help them to overcome barriers to behavior change.

Response

4.28 Does your electronic-based weight management program include an online dashboard for participants to track their progress? If yes, upload a sample report to the Reference Files from Vendor section, and name the file "Q4.28 Online Dashboard".

- Yes, and a sample has been uploaded (please describe)
- No (please explain)

4.29 What is your re-engagement approach for contacting those participants who become difficult to reach and/or fail to stay engaged with class sessions (e.g. they become disengaged from the electronic-based weight management program)?

Response

4.30 Does your electronic-based weight management program include an online community of peers for participants to connect with for social support? And if yes, will the peers be other MCHCP participants?

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

4.31 Does your electronic-based weight management program utilize any of the following communication modalities for support and encouragement of participants among peers and by certified health coaches?

	Yes/No	Peer Group/Health Coaches	Description
Email	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Text messaging	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Phone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Online forums	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Video	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Social Media	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4.32 Which communication modality in Q4.31 has your organization found to be the most effective?

Response

4.33 Describe how social support group interactions and communications are monitored.

Response

4.34 If there is an issue with social support group interaction or communication, will it be escalated? And if so, how does that process work? Is MCHCP notified?

Response

4.35 How frequently do peer groups communicate and interact?

Response

4.36 Can the group/peer support group electronic-based weight management program component be disabled?

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

4.37 Does your electronic-based weight management program integrate with wireless monitoring tools (e.g. steps tracking, online food record entry, scales)?

- Yes (please describe type of monitoring tool and method of tracking)
- No (please explain)

4.38 Describe how you monitor and maintain the quality of your electronic-based weight management program interventions.

Response

4.39 Describe how you monitor and maintain the quality of your coaching interventions.

Response

4.40 Describe any enhancements or developments you have made to your electronic-based weight management program model in the last two years.

Response

4.41 Describe any enhancements to your electronic-based weight management program model you are currently considering.

Response

Staffing

5.1 Provide the following information about the staff that will service the MCHCP account.

Location	Experience level of staff (average number of years)	Are coaches/course instructors credentialed or certified (Yes/No)?	Is secure live web chat coaching available (Yes/No)?
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Enrollment Specialists				
Course Instructors	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Health Coaches	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

5.2 Indicate the hours of operation for your staff (all times listed should be Central Time).

	Monday through Friday	Saturday	Sunday
Enrollment specialists (if applicable)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Electronic-based weight management health coaches (inbound)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Electronic-based weight management health coaches (outbound)	<input type="text"/>	<input type="text"/>	<input type="text"/>

5.3 Describe how after-hour phone calls are handled.

Response

5.4 Are staff employees or subcontractors (check all that apply, and indicate percentage)?

	Employees (indicate percentage X.XX)	Subcontractors (indicate percentage X.XX)
Enrollment specialists	<input type="checkbox"/> <input type="text"/> %	<input type="checkbox"/> <input type="text"/> %
Electronic-based weight management health coaches	<input type="checkbox"/> <input type="text"/> %	<input type="checkbox"/> <input type="text"/> %
Electronic-based weight management course instructors	<input type="checkbox"/> <input type="text"/> %	<input type="checkbox"/> <input type="text"/> %

5.5 Which of the following specialties are included in your electronic-based weight management certified health coaching staff (check all that apply, and indicate the number employed)?

	Total number of FTEs	Required education and experience	Average number of years with your organization	2017 turnover rate (X.XX%)
RNs	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Health coaches/health educators	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Physicians	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Exercise physiologists	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Nutritionists	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Social workers	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Psychologists	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Dietitians	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Other (please describe)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %

5.6 Which of the following specialties are included in your electronic-based weight management course instructors? (check all that apply, and indicate the number employed)?

	Total number of FTEs	Required education and experience	Average number of years with your organization	2017 turnover rate (X.XX%)
RNs	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Health coaches/health educators	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Physicians	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Exercise physiologists	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Nutritionists	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Social workers	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Psychologists	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Dietitians	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %

ICD-10 Code 1		<input type="text"/>		<input type="text"/>
ICD-10 Code 2		<input type="text"/>		<input type="text"/>
ICD-10 Code 3		<input type="text"/>		<input type="text"/>
ICD-10 Code 4		<input type="text"/>		<input type="text"/>
ICD-10 Code 5		<input type="text"/>		<input type="text"/>
ICD-10 Code 6		<input type="text"/>		<input type="text"/>
ICD-10 Code 7		<input type="text"/>		<input type="text"/>
ICD-10 Code 8		<input type="text"/>		<input type="text"/>
ICD-10 Code 9		<input type="text"/>		<input type="text"/>
ICD-10 Code 10		<input type="text"/>		<input type="text"/>

6.8 Please complete the following table providing a full and complete list of required fields your program utilizes to bill participant encounters throughout a 12-month program cycle.

	CPT Code	Modifier	Description	When Used (type of Unit/Encounter)	Unit Maximum Allowed
Field 1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Field 2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Field 3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Field 4	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Field 5	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Field 6	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Field 7	<input type="text"/>	<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"/>	<input type="text"/>

6.9 If your organization is not currently an in-network provider with UMR and or Aetna - describe how much time is required to implement the medical claims billing process through MCHCP's current TPAs.

UMR time to implement

Aetna time to implement

6.10 Describe how your organization ensures that data is transferred accurately and securely.

Response

Communication Support

7.1 Describe your recommended communications plan for launch of the electronic-based weight management program.

Response

7.2 What methods has your organization found to be the most effective in achieving high engagement/utilization rates?

Response

7.3 Describe and outline how your organization would assist MCHCP in developing and implementing an ongoing communication strategy for your electronic-based weight management program that would incorporate other current MCHCP initiatives.

Response

7.4 How do you measure the impact of communications sent? If there is measurement of this impact and how will you report it to MCHCP?

Response

7.5 Describe your ability to deliver "targeted" or customized messaging to electronic-based weight management program participants.

Response

7.6 Confirm you have uploaded copies of the standard eligible participant communications regarding the electronic-based weight management program that would be provided to MCHCP members at no additional charge. Upload the file to the Reference Files from Vendor section, and name the file "Q7.6 Eligible Participant Communications".

- Confirmed
- Not confirmed (please explain)

Implementation and Account Management

8.1 Confirm you have uploaded an Implementation Plan that has been utilized and successful with a client of comparable size to MCHCP. See Exhibit B for additional milestones that must be included in the implementation plan. 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 30 days of contract award.

- Confirmed
- Not confirmed (please explain)

8.2 Describe what your organization will need to do to scale your electronic-based weight management program to the MCHCP eligible participant population.

Response

8.3 What services and support are needed from MCHCP to ensure a smooth implementation.

Response

8.4 Discuss your willingness to participate in an implementation audit. Include a description of any financial support you are willing to offer to assist in this effort.

Response

8.5 Complete the following table regarding the team that will be assigned to lead and coordinate the electronic-based weight management implementation activities for MCHCP.

	Name	Location	Role for MCHCP	Brief work experience	Number of years at your organization	Number of years in current role	Number of current accounts	Maximum number of accounts	Estimated percentage of time allocated to MCHCP
Implementation Manager	<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"/> %
IT Resource	<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"/> %
Operations Resource	<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"/> %
Reporting Resource	<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"/> %
Other (specify name and title)	<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"/> %

8.6 Complete the following table regarding the Strategic Account Executive who will be servicing MCHCP and the day-to-day Account Manager who will be assigned to MCHCP.

	Name	Location	Role for MCHCP	Brief work experience	Number of years at your organization	Number of years in current role	Number of current accounts	Maximum number of accounts	Estimated percentage of time allocated to MCHCP
Strategic Account Executive	<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	<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"/> %

8.7 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)

Educational Content, Tools and Resources

9.1 Provide a URL and three (3) userIDs and passwords for the RFP evaluation team to trial your electronic-based weight management program experience.

URL

User ID

Password

9.2 How is your portal/web content selected and/or created to ensure accuracy and appropriateness?

Response

9.3 Which of the following features are available on your website for program participants (check all that apply)?

- Personal health record
- Exercise log
- Sample menus
- Calculators
- Symptom checker
- Other (please describe)

9.4 How frequently is your online content updated and/or reviewed?

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

9.5 Can certain portions of your web portal be suppressed to MCHCP eligible participants at MCHCP's request?

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

9.6 Does the web portal include engaging, innovative tools to support moderate and high-risk participants in developing new behaviors and making healthy lifestyle choices?

- Yes (please describe, including how these tools have resulted in actual, documented engagement/results)
- No (please explain)

9.7 Does the web portal have the ability to allow appointment scheduling with an electronic-based weight management certified health coach?

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

9.8 Are social networks or other social media capabilities available on your web portal?

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

9.9 Describe any enhancements or developments you have made to your web portal in the last two years.

Response

9.10 Describe any enhancements or developments to your web portal you are currently considering.

Response

Outcomes Measurement and Reporting

10.1 Indicate which of the components outlined below are included in your standard aggregate client report (check all that apply).

- Lifestyle risks
- Health status
- Chronic conditions
- Readiness to change
- Time-over-time comparisons
- Estimated costs of lifestyle risks
- Estimated costs of chronic conditions
- Projected savings from lifestyle risk reduction
- Projected savings from chronic condition reduction
- Web-based/electronic "real time" delivery of results
- Paper delivery
- Client can generate own reports from your web-based system
- Separate reports by client location, agency, and/or demographics
- Comparison to benchmarks (list available benchmarks, e.g. book of business, industry, etc.)
- Other (please describe)

10.2 Indicate the electronic-based weight management program reporting elements included within your standard reporting package and the frequency of the reporting.

	Included in standard reporting	Frequency of reporting (monthly/quarterly/annually)
Number identified for electronic-based weight management program	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/> ↖
Percentage in each lifestyle risk area	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/> ↗
Percentage in each chronic condition area	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/> ↖
Engagement of participants	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/> ↗
Number of identified candidates attempted but unable to reach	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/> ↖
Track number and reasons for unable to reach	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/> ↖
Number of enrolled participants	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/> ↖
Number of participants who have voluntarily dropped out	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/> ↖
Track number and types of reasons for participants dropping out	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/> ↖
Number of participants who have completed program	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/> ↖
Number of participants who improved 0, 1, 2 and 3+ lifestyle risks	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/> ↖
Risk reduction by lifestyle risk area	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/> ↖
Risk reduction of chronic condition area	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/> ↖
Risk eliminated by lifestyle risk area	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/> ↖
Risk eliminated by chronic condition area	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/> ↖
Web utilization reports	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/> ↖
Cost savings	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/> ↖
Return on investment	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/> ↖
Participant satisfaction	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/> ↖
Other (please describe)	<input type="checkbox"/>	<input type="checkbox"/> <input type="text"/> ↖

10.3 Confirm you have uploaded the sample reporting package that would be made available to MCHCP at no additional cost. Upload the file to the Reference Files from Vendor section, and name the file "Q10.3 Sample Reports".

- Confirmed
- Not confirmed (please explain)

10.4 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 "Q10.4 Additional Reporting". Include pricing for the additional reporting in Supplemental Pricing.

- Confirmed
- Not confirmed (please explain)

10.5 How is participation/attrition tracked and shared with MCHCP?

Participation

Attrition

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

- Confirmed
- Not confirmed (please explain)

10.7 Do you offer a web-based reporting tool to allow for self-service reporting?

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

10.8 How many calendar days after the end of the reporting period are reports made available?

No. of calendar days

10.9 Describe your ability to customize reporting.

- Response

10.10 How would success be measured during the first 6 months to 1 year of the electronic-based weight management program launch?

Response

10.11 Complete the following table for each clinical outcome your electronic-based weight management program measures and how they are measured.

	Description	Measurement process
Clinical Outcome 1	<input style="width: 50px; height: 15px;" type="text"/>	<input style="width: 50px; height: 15px;" type="text"/>
Clinical Outcome 2	<input style="width: 50px; height: 15px;" type="text"/>	<input style="width: 50px; height: 15px;" type="text"/>
Clinical Outcome 3	<input style="width: 50px; height: 15px;" type="text"/>	<input style="width: 50px; height: 15px;" type="text"/>
Clinical Outcome 4	<input style="width: 50px; height: 15px;" type="text"/>	<input style="width: 50px; height: 15px;" type="text"/>
Clinical Outcome 5	<input style="width: 50px; height: 15px;" type="text"/>	<input style="width: 50px; height: 15px;" type="text"/>

10.12 Complete the following table indicating which behaviors your electronic-based weight management program measures and how they are measured.

	Description	Measurement process
Behavior 1	<input style="width: 50px; height: 15px;" type="text"/>	<input style="width: 50px; height: 15px;" type="text"/>
Behavior 2	<input style="width: 50px; height: 15px;" type="text"/>	<input style="width: 50px; height: 15px;" type="text"/>
Behavior 3	<input style="width: 50px; height: 15px;" type="text"/>	<input style="width: 50px; height: 15px;" type="text"/>
Behavior 4	<input style="width: 50px; height: 15px;" type="text"/>	<input style="width: 50px; height: 15px;" type="text"/>

Behavior 5

10.13 Provide your 2017 book of business book of business program results, including participation, attrition, ongoing engagement, outcomes and satisfaction.

Participation

Attrition

Ongoing engagement

Outcomes

Satisfaction

10.14 Provide your 2017 book of business lifestyle risk reduction results for members that engage in the electronic-based weight management program.

Response

10.15 Provide your 2017 book of business chronic condition risk reduction results for members that engage in the electronic-based weight management program.

Response

10.16 Confirm you have provided data to demonstrate how participant successes with your electronic-based weight management program are sustained after 6 months, 1, 3 and 5 years. Upload the file to the Reference files from Vendor section, and name the file "Q10.16 Program Sustainability".

 Confirmed

 Not confirmed (please explain)

10.17 Confirm you have provided at least one case study that occurred in the past two years, of a client who has achieved outcomes with your electronic-based weight management program. Upload the file to the Reference files from Vendor section, and name the file "Q10.17 Outcomes Case Study".

 Confirmed

 Not confirmed (please explain)

10.18 Confirm you have provided white papers, evidence-based research and journal publications to support your electronic-based weight management program outcomes or success. Upload the documents to the Reference Files from the Vendor section, and name the file "Q10.18 Evidence-based Research".

 Confirmed

 Not confirmed (please explain)

10.19 Confirm you have uploaded a layman's explanation of your ROI methodology for the electronic-based weight management program. The document must be no longer than two (2) pages. Upload the file to the Reference Files from Vendor section, and name the file "Q10.19 ROI Methodology".

 Confirmed

 Not confirmed (please explain)

10.20 Confirm you have uploaded copies of the reporting package that will be provided to MCHCP to document ROI for the electronic-based weight management program. Upload the file to the Reference Files from Vendor section, and name the file "Q10.20 ROI Reporting".

 Confirmed

 Not confirmed (please explain)

10.21 Has there been third-party validation of your ROI/savings methodologies? 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)

10.22 Please describe how you measure participant satisfaction with your electronic-based weight management program by answering the following:

How do you administer participant satisfaction surveys?

When do you administer participant satisfaction surveys?

How frequently do you administer participant satisfaction surveys?

10.23 Does your organization monitor and report Net Promoter Score for your electronic-based weight management program? If so, what is it?

Yes (please describe, include your Net Promoter Score)

No (please explain)

10.24 Confirm you have provided a copy of the participant satisfaction survey for your electronic-based weight management program. Upload the document to the Reference Files from the Vendor section, and name the file "Q10.24 Participant Satisfaction Survey".

Confirmed

Not confirmed (please explain)

Technology and Security

11.1 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)

Eligibility (MM/YYYY)

Claims (MM/YYYY)

Other (please describe)

11.2 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 Pricing Model)

No (please explain)

11.3 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

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

Yes (please describe specific circumstance(s) and include lessons learned)

No (please explain)

11.5 How frequently do you backup data?

Daily

Weekly

Monthly

Other (please explain)

11.6 Is stored backup data encrypted on media?

Yes (please describe)

No (please explain)

11.7 Is backup data stored in multiple locations?

Yes (please describe)

No (please explain)

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

Response

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

Response

11.10 Describe your Incident Response Plan for addressing security breaches.

Response

11.11 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)

11.12 What platform do you currently utilize to delivery web content/services?

Response

11.13 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)

11.14 Are mobile apps available for use by your participants?

Yes (please describe)

No (please explain)

11.15 Is your website a responsive website that adapts to varying screen sizes and devices?

Yes (please describe)

No (please explain)

11.16 Do you have an online participant portal?

Yes (please describe)

No (please explain)

11.17 If you answered Yes to Q11.16, confirm you have uploaded screen shots and demo information to the Reference Files from Vendor section, and name the file "Q11.17 Participant Portal Detail".

Confirmed

Not confirmed (please explain)

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

Confirmed (please describe, including which version)

Not confirmed (please explain)

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

Confirmed (please describe)

Not confirmed (please explain)

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

Response

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

Response

11.22 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 "Q11.22 Reliability Metrics".

- Confirmed
- Not confirmed (please explain)

11.23 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

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

Response

11.25 Have you ever experienced a security breach involving PHI?

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

11.26 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)

11.27 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 "Q11.27 Disaster Recovery Plan".

- Confirmed
- Not confirmed (please explain)

11.28 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 "Q11.28 Disaster Recovery Plan Testing".

- Confirmed
- Not confirmed (please explain)

11.29 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"/>

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

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

11.31 Describe your process for creating and managing participant files for medical data, including weight results (electronic versus paper information captured).

Response

11.32 How is this information protected to maintain confidentiality and protect privacy?Response **11.33 What policies/procedures does your company have in place regarding record retention and medical confidentiality?**Response **11.34 What type of encounter data is your clinical data management software able to capture?**Response **11.35 Describe 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 **Performance Guarantees****12.1 Electronic-Based Weight Management Program Savings/ROI - The following category will be measured and reported annually beginning 18 months following program implementation.**

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum amount at risk
Contractor agrees to provide reports outlining ROI of MCHCP's electronic-based weight management program 18 months following program implementation and annually thereafter.	Due within 180 days of end of reporting period	<input type="text"/>	MCHCP will determine acceptability of reporting	For each report not provided within stated timeframe, \$1,500 per day plus \$0.15 per eligible member per month	<input type="text"/>

12.2 Enrollment in Electronic-based weight management program - The following category will be measured annually and reported annually beginning January 1, 2019.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe measurement process	Minimum amount at risk	Maximum amount at risk
Percent of MCHCP members who are eligible for electronic-based weight management program and who meet criteria for participation enroll	35 percent of MCHCP members eligible for electronic-based weight management program and meet criteria enroll	<input type="text"/>	<input type="text"/>	\$2,000 for each percentage point below 35 percent	<input type="text"/>

12.3 Percentage weight loss at the end of first 12 months of program initiation - The following category will be measured semi-annually and reported semi-annually beginning January 1, 2019.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe measurement process	Minimum amount at risk	Maximum amount at risk
Percentage weight loss at the end of first 12 months of program initiation	Weight loss of 7 percent over all participants who meet the definition of engagement during 9 out of 12 months. Measured by first and last recorded weights during months 1 through 12	<input type="text"/>	<input type="text"/>	\$100 per percentage point less than 7 percent per participant who meets definition of engaged during 9 of 12 months of program initiation	<input type="text"/>

12.4 Percentage weight loss at the end of first 24 months of program initiation - The following category will be measured semi-annually and reported semi-annually beginning January 1, 2019.

	Guarantee	Will you guarantee	Describe measurement process	Minimum amount at risk	Maximum amount at risk

		this standard (Yes or No)			
Percentage weight loss at the end of first 24 months of program initiation	Weight loss of 5 percent over all participants who meet the definition of engagement during 18 out of 24 months. Measured by first and last recorded weights during months 1 through 24	<input type="checkbox"/>	<input type="checkbox"/>	\$100 per percentage point less than 5 percent per participant who meets definition of engaged during 18 of 24 months of program initiation	<input type="checkbox"/>

12.5 Diabetes prevalence reduction - The following category will be measured annually and reported annually beginning January 1, 2020.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe measurement process	Minimum amount at risk	Maximum amount at risk
Prevalence of diabetes will be reduced at the end of the first 12 months of program initiation	Prevalence of diabetes reduced by 20 percent over all participants with diabetes who meet the definition of engagement during 9 out of 12 months.	<input type="checkbox"/>	<input type="checkbox"/>	\$2,000 per percentage point less than 20 percent over all participants who meet the definition of engaged during 9 of 12 months of program initiation	<input type="checkbox"/>

12.6 Metabolic Syndrome prevalence reduction - The following category will be measured annually and reported annually beginning January 1, 2020.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe measurement process	Minimum amount at risk	Maximum amount at risk
Prevalence of metabolic syndrome will be reduced at the end of the first 12 months of program initiation	Prevalence of metabolic syndrome reduced by 30 percent over all participants with metabolic syndrome who meet the definition of engagement during 9 out of 12 months.	<input type="checkbox"/>	<input type="checkbox"/>	\$2,000 per percentage point less than 30 percent over all participants who meet the definition of engaged during 9 of 12 months of program initiation	<input type="checkbox"/>

12.7 Account management responsiveness - The following category will be measured and reported quarterly beginning January, 2019.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe measurement process	Minimum amount at risk	Maximum amount at risk
Timely issues resolution by the account management team (e.g. issues resolvable by account management are acknowledged and responded to within 1 business day and closed within a reasonable time).	Acknowledgement and response within 1 business day	<input type="checkbox"/>	<input type="checkbox"/>	\$2,000 for each unacknowledged inquiry	<input type="checkbox"/>

12.8 Eligibility - Timeliness of installations. The following category will be measured and reported quarterly beginning January 1, 2019.

	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 24 hours of receipt	95% loaded within 24 hours	<input type="checkbox"/>	<input type="checkbox"/>	For each full hour beyond 24 hours, \$2,000 plus \$0.25 PEPM	<input type="checkbox"/>

12.9 Implementation - The following category will be measured at implementation, January, 2019.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe measurement process	Minimum amount at risk	Maximum amount at risk
Services are implemented as proposed within stated time frames and according to expectations	Satisfactory or better as determined by MCHCP	<input type="checkbox"/>	<input type="checkbox"/>	\$25,000 per day outside of time frame and per service not implemented satisfactory or better	<input type="checkbox"/>

12.10 Participant satisfaction - The following category will be measured annually beginning January, 2019.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe measurement process	Minimum amount at risk	Maximum amount at risk
Contractor guarantees participant satisfaction with electronic-based weight management program	80% of participants including those who drop out would recommend program or give a Net Promoter Score (NPS) of 7 or higher	<input type="checkbox"/>	<input type="checkbox"/>	\$500 per percentage point below 80 for recommending program or giving a NPS of 7 or higher	<input type="checkbox"/>

12.11 Account management satisfaction - The following category will be measured annually beginning January, 2019.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe measurement process	Minimum amount at risk	Maximum amount at risk
Contractor guarantees MCHCP's satisfaction with account management services	Satisfactory or better as determined by MCHCP	<input type="checkbox"/>	MCHCP will determine level of satisfaction	\$5,000 plus \$0.25 per eligible member per month	<input type="checkbox"/>

12.12 Bidders are encouraged to offer additional performance guarantees that are not listed here, including performance guarantees related to participation rates, risk reduction, and ROI. Confirm whether additional guarantees are provided. If so, upload the additional guarantees to the Reference Files from Vendors section, and name the file "Q12.12 Additional Performance Guarantees".

- Confirmed
- Not confirmed (please explain)

Pricing

13.1 In addition to completing the pricing section, 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 "Q13.1 Pricing Proposal".

- Confirmed
- Not confirmed (please explain)

References

14.1 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="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Current Client #2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Current Client #3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

14.2 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.

15.1 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"/>

15.2 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"/>

Scope of Work

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

- Confirmed
- Not confirmed (please explain)

16.2 Confirm that you agree to and will meet all Eligibility requirements as stated in Exhibit B, Section B2.

- Confirmed
- Not confirmed (please explain)

16.3 Confirm that you agree to and will meet all Weight Management Program Specific requirements as stated in Exhibit B, Section B3.

- Confirmed
- Not confirmed (please explain)

16.4 Confirm that you agree to and will meet all Indemnification and Insurance requirements as stated in Exhibit B, Section B1.2.

- Confirmed

Not confirmed (please explain)

16.5 Confirm that you agree to and will meet all General Service requirements as stated in Exhibit B, Section B4.

Confirmed

Not confirmed (please explain)

16.6 Confirm that you agree to and will meet all Account Management requirements as stated in Exhibit B, Section B5.

Confirmed

Not confirmed (please explain)

16.7 Confirm that you agree to and will meet all Communications and Customer Support requirements as stated in Exhibit B, Section B6.

Confirmed

Not confirmed (please explain)

16.8 Confirm that you agree to and will meet all Information Technology and Eligibility File requirements as stated in Exhibit B, Section B7.

Confirmed

Not confirmed (please explain)

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

Confirmed

Not confirmed (please explain)

16.10 Confirm that you agree to and will meet all Reporting requirements as stated in Exhibit B, Section B9.

Confirmed

Not confirmed (please explain)

16.11 Confirm that you agree to and will meet all Performance Standard requirements as stated in Exhibit B, Section B10.

Confirmed

Not confirmed (please explain)

16.12 Confirm that you agree to and will meet all Information Claims and Payment requirements as stated in Exhibit B, Section B11.

Confirmed

Not confirmed (please explain)

Attachment checklist

17.1 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 State of Missouri license
- Q2.13 Economic impact
- Q2.14 Audited financial statements
- Q4.28 Online dashboard
- Q7.6 Eligible participant communications
- Q8.1 Implementation plan
- Q10.3 Sample reports
- Q10.4 Additional reporting
- Q10.16 Program sustainability
- Q10.17 Outcomes case study
- Q10.18 Evidence-based research
- Q10.19 ROI methodology

- Q10.20 ROI reporting
- Q10.24 Participant satisfaction survey
- Q11.17 Participant portal detail
- Q11.22 Reliability metrics
- Q11.27 Disaster recovery plan
- Q11.28 Disaster recovery plan testing
- Q12.12 Additional performance guarantees
- Q13.1 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)