

Group Medicare Advantage Questionnaire

All responses to questions must be based on your experience in providing Group Medicare Advantage plans to employer groups, not your commercial business or experience in the individual market. MCHCP requires that you provide concise responses to questions requiring explanation. Please note there is a 1,000 character limit on all textual responses. MCHCP expects that you will provide all explanations within the parameters of the questionnaire.

Proprietary Statement

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

Confirmed

Not confirmed (please explain)

Vendor Profile

2.1 Provide the following information about your company:

Full and legal company name

Name of parent organization (if applicable)

Describe your company structure including subsidiaries and affiliates

Corporate address

Name of contact person for questions regarding this RFP response

Telephone

Email address

2.2 Provide information about your organization (for the most recent completed fiscal year) in the chart below:

	Response	Additional Comments
Fiscal year dates	<input type="text"/>	<input type="text"/>
Revenue	<input type="text"/>	<input type="text"/>
Operating Profit	<input type="text"/>	<input type="text"/>
Debt	<input type="text"/>	<input type="text"/>
Number of employees	<input type="text"/>	<input type="text"/>
Ownership structure	<input type="text"/>	<input type="text"/>

2.3 Describe any recent mergers, acquisition, or partnerships that have impacted or may impact the services requested in this RFP.

Response

2.4 To how many employer groups does your organization provide Group Medicare Advantage plans?

Number of groups of 10,000 or more members

Number of groups of 5,000-9,999 members

Number of groups of 2,000-4,999 members

Number of groups of 500-1,999 members

Number of groups less than 500 members

2.5 Provide the total number of employers, number of members, and number of non-employer members covered by your organization in 2018 in the following Group Medicare Advantage products:

	Number of employers	Number of employer members	Number of non-employer members
HMO	<input type="text"/>	<input type="text"/>	<input type="text"/>
Group National PPO	<input type="text"/>	<input type="text"/>	<input type="text"/>
Regional PPO	<input type="text"/>	<input type="text"/>	<input type="text"/>

2.6 How many years has your organization provided Medicare Advantage products to employer groups?

Number of years

2.7 How long has your company provided Group Medicare Advantage products in Missouri?

Number of years

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

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

2.9 Were you ever listed by CMS as a probationary vendor?

- Yes (please explain)
- No

2.10 Has your organization ever been sanctioned by CMS? Check all that apply, and provide an explanation.

- Corrective action plan (please describe)
- Civil monetary penalties (please describe)
- Suspension of marketing and enrollment (please describe)
- Other (please describe)
- Have not been sanctioned

2.11 Confirm you have uploaded details regarding your CMS star ratings for the last three years. Upload the document to the Reference Files from Vendor section, and name the file "Q2.11 CMS Star Rating".

- Confirmed
- Not confirmed (please explain)

2.12 Confirm you have uploaded copies of your CMS Performance Reporting for each of the last two years. Upload the file to the Reference Files from Vendor section, and name the file "Q2.12 CMS Performance Reporting (yyyy)".

- Confirmed
- Not confirmed (please explain)

2.13 Describe any plan accreditation and/or certifications that your organization has received (e.g. NCQA, URAC, etc.).

Response

2.14 How does your organization view the future stability of premiums for Medicare Advantage products?

Response

2.15 What has been your "typical" annual increase in Group Medicare Advantage premiums for your employer clients for each of the last two years?

	2016-17	2017-18
HMO	<input type="text"/> %	<input type="text"/> %
Regional PPO	<input type="text"/> %	<input type="text"/> %
National PPO	<input type="text"/> %	<input type="text"/> %

2.16 Identify the breakdown of your premium by component:

- Administration %
- Claim expense %
- Contracted services %
- Marketing/communications %
- Other %

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

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

2.18 Do you subcontract any services to an outside organization? If yes, identify which services.

- Yes (identify subcontractor and services provided)
- No

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

	Company Name	Service provided	Length of relationship	Expiration date of partnership	Principal place of business	Locations where services will be provided
Subcontractor #1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Subcontractor #2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Subcontractor #3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Subcontractor #4	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Subcontractor #5	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

2.20 Do you expect to expand or reduce the number of Group Medicare Advantage plans you offer in the next five (5) years? If anticipating an increase, please explain plans for management of the expansion.

Expand (please explain)

Reduce (please explain)

2.21 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 References Files from Vendors section, and name the file "Q2.21 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.

Account Management and Implementation

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

	Name	Location	Role for MCHCP	Brief work experience bio	Number of years at your organization	Number of years in their current role	Number of current accounts in this same role	Number of current members in accounts	Maximum number of accounts	Estimated percentage of time allocated to MCHCP
Account Management (Primary)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Account Management (Secondary)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Implementation (Primary)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %
Implementation (Secondary)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %

3.2 Confirm you have attached in the Reference Files from Vendor section an organizational chart for the proposed team, showing lines of authority up to and including the executive management level. Name the document "Q3.2 Organizational Chart". Include all functions such as claims, member services, billing, etc.

Confirmed

Not confirmed (please explain)

3.3 Confirm you have uploaded in the Reference Files from Vendor section a detailed implementation plan. The implementation plan should assume a January 1, 2019 implementation date. Name the document "Q3.3 Implementation Plan". The plan must include a list of specific implementation tasks/transition protocols and a timetable for initiation and completion of such tasks.

Confirmed

Not confirmed (please explain)

3.4 Will your implementation team and account management team commit to 8 business hour acknowledgement of phone calls and/or emails?

Yes

No (please explain)

3.5 What services, support, and information are needed from MCHCP in order to expedite implementation? Be specific.

Response

3.6 Explain the banking arrangement for the payment and reconciliation of premiums.

Confirm you agree that premiums will be paid in arrears

How is date of termination, new enrollment and payment/reconciliation of premiums managed?

Do you have flexibility to work with MCHCP if our requirements are non-standard?

Customer Service and Plan Administration

4.1 Provide the following information about your Customer/Member Services Department(s).

Location(s)

Days of operation

Hours of operation

Holidays observed

Number of customer/member services representatives assigned to MCHCP account

Number of other clients assigned customer/member service representatives are responsible for (average # per rep)

Experience level of staff (average # of yrs)

4.2 Describe how the member services team is kept apprised of any changes to MCHCP's plan.

Response

4.3 Will you provide MCHCP with a dedicated Customer/Member Services team?

Yes (please describe)

No (please explain)

4.4 Describe the training your customer/member services representatives will receive specific to MCHCP's plan.

Response

4.5 What type of information about physicians is readily available to members (check all that apply)?

	Member services department	Website
Board certification	<input type="checkbox"/>	<input type="checkbox"/>
Listing of specialties	<input type="checkbox"/>	<input type="checkbox"/>
Medical school granting degree	<input type="checkbox"/>	<input type="checkbox"/>
Member feedback about the provider	<input type="checkbox"/>	<input type="checkbox"/>
Residency information	<input type="checkbox"/>	<input type="checkbox"/>
Whether practice is accepting new patients	<input type="checkbox"/>	<input type="checkbox"/>
Consumer satisfaction survey	<input type="checkbox"/>	<input type="checkbox"/>
Clinical outcomes	<input type="checkbox"/>	<input type="checkbox"/>
Number of procedures performed, where appropriate	<input type="checkbox"/>	<input type="checkbox"/>

4.6 What screens and online information do member services representatives have access to (check all that apply)?

- Eligibility
- Benefits
- Pre-certification
- Claims
- Network providers
- Other (please describe)

4.7 What features are available to the member via your website (check all that apply)?

- Access provider directory
- Verify eligibility
- Check claims status
- Request ID card
- Review Explanation of Benefits

- Check status of deductibles, maximums, or limits
- Research specific medical conditions or wellness information
- Access customer service via e-mail
- Ask a plan nurse health questions via e-mail
- Obtain a history of medical claims
- Map provider locations
- Satisfaction surveys
- Develop and save a health profile
- Complete a health risk assessment
- Other (please explain)

4.8 If you marked any of the above in Q4.7, provide an overview of the security of your website to ensure confidentiality of PHI, including what information is requested to confirm the identity of the user.

Response

4.9 Does your company provide member service support via a single, national toll-free telephone number?

- Yes
- No (please explain)

4.10 Are all calls documented and/or recorded?

	Yes (please describe)	No
Documented	<input type="radio"/> <input style="width: 50px;" type="text"/>	<input type="radio"/>
Recorded	<input type="radio"/> <input style="width: 50px;" type="text"/>	<input type="radio"/>

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

- Calls transferred to another call center (list locations)
- Voice mail
- IVR
- Chat feature
- Email to customer service
- Other (please explain)

4.12 What is the ratio of member services staff per 1,000 members?

Number of staff per 1,000 members

4.13 What is the most recent annual turnover rate for your member services staff?

Percent %

4.14 For the most recently completed calendar year, provide the data requested below on the call center to be used for MCHCP:

	Average time to answer (in seconds)	Call abandonment rate	First call resolution rate
Company standard	<input style="width: 50px;" type="text"/>	<input style="width: 50px;" type="text"/> %	<input style="width: 50px;" type="text"/> %
Company actual 2017	<input style="width: 50px;" type="text"/>	<input style="width: 50px;" type="text"/> %	<input style="width: 50px;" type="text"/> %

4.15 Can member services process a claim?

- Yes
- No (please explain)

4.16 Provide your company's average response time (in business days) for written inquiries other than grievances and appeals over the last 12 months.

	Corporate standard (in days)	Actual results (in days)
Written inquiries	<input style="width: 50px;" type="text"/>	<input style="width: 50px;" type="text"/>

4.17 Does your company conduct annual member satisfaction surveys?

- Yes
- No (please explain)

4.18 Confirm that you have uploaded results from your most recent member satisfaction survey in the Reference Files from Vendor section, and named the file "Q4.18 Satisfaction Survey Results".

- Confirmed
- Not confirmed (please explain)

4.19 What is the ID card turnaround time (defined as the average number of business days between enrolling a new group/member and plan mailing ID cards to members) for each of the following:

New contract	<input style="width: 95%; height: 15px;" type="text"/>
Future plan years	<input style="width: 95%; height: 15px;" type="text"/>
Newly eligible	<input style="width: 95%; height: 15px;" type="text"/>

4.20 Confirm you do not show the member's Social Security Number (SSN) on printed materials (i.e. I.D. Cards, Explanation of Benefits).

- Confirmed
- Not confirmed (please explain)

4.21 Can ID cards be customized for MCHCP?

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

4.22 Confirm you have uploaded samples of the communications materials included in your financial proposal that you use to communicate with members. Sample materials must be uploaded to the Reference Files from Vendor section, and named "Q4.22 Member Communications".

- Confirmed
- Not confirmed (please explain)

4.23 Are there any parts of the MCHCP program that you believe you will not be able to administer?

- Yes (please describe)
- No

4.24 Do you provide assistance to enrollees who may qualify for Medicaid or Low Income Subsidy assistance?

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

Technology and Security

5.1 Identify your planned investment in systems and technology for the next 2 years. Briefly describe the details of this planned investment.

	Investment Areas	Additional Comments
Details of investments in Year 1	<input style="width: 95%; height: 15px;" type="text"/>	<input style="width: 95%; height: 15px;" type="text"/>
Details of investments in Year 2	<input style="width: 95%; height: 15px;" type="text"/>	<input style="width: 95%; height: 15px;" type="text"/>

5.2 Are there any plans for other major capital investments, divestments, or system conversions during the next 12 months? If yes, please describe

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

5.3 MCHCP is committed to reducing member and provider fraud, waste, and abuse within the health plan. Please describe how your organization addresses this issue today, including any investments in technology to identify opportunities for improvement, root cause resolution, etc.

Response

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

Customer Relation Management (CRM) (MM/YYYY)	<input style="width: 95%; height: 15px;" type="text"/>
Eligibility (MM/YYYY)	<input style="width: 95%; height: 15px;" type="text"/>
Claims (MM/YYYY)	<input style="width: 95%; height: 15px;" type="text"/>
Other (please describe)	<input style="width: 95%; height: 15px;" type="text"/>

5.5 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)

No (please explain)

5.6 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

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

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

No (please explain)

5.8 How frequently do you backup data?

Daily

Weekly

Monthly

Other (please explain)

5.9 Is stored backup data encrypted on media?

Yes (please describe)

No (please explain)

5.10 Is backup data stored in multiple locations?

Yes (please describe)

No (please explain)

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

Response

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

Response

5.13 Describe your process for addressing security breaches.

Response

5.14 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)

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

Response

5.16 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)

5.17 Are mobile apps available for use by your membership?

Yes (please describe)

No (please explain)

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

Confirmed (please describe, including which version)

Not confirmed (please explain)

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

Confirmed (please describe)

Not confirmed (please explain)

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

Response

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

Response

5.22 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 "Q5.22 Reliability Metrics".

Confirmed

Not confirmed (please explain)

5.23 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

5.24 Have you ever experienced a security breach involving PHI?

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

No

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

Support single sign-on using SAML

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

Do not support single sign-on (please explain)

5.26 Confirm you have uploaded a copy of the document describing your disaster recovery and business continuity plans in the Reference Files from Vendor section, and named the document "Q5.26 Disaster Recovery Plan".

Confirmed

Not confirmed (please explain)

5.27 Confirm you have uploaded a copy of the summary findings for your most recent testing exercise of your disaster recovery and business continuity plans. Upload the document to the Reference Files from Vendor section, and name the file "Q5.27 Disaster Recovery Plan Testing".

Confirmed

Not confirmed (please explain)

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

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

Reporting

6.1 Confirm that you have provided copies of your standard reporting package that will be made available to MCHCP. Upload the file to the Reference Files from Vendor section, and name the file "Q6.1 Sample Reports".

Confirmed

Not confirmed (please explain)

6.2 Does your organization currently provide data to Truven Health Analytics or any other decision support system vendor on behalf of clients (check all that apply)?

Truven Health Analytics

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

No

6.3 Describe your experience and ability to provide claims-level data to third party vendors as described in Exhibit B, Section B5.2.

Response

6.4 Do you have an internet-based reporting system that MCHCP will have access to? If so, upload copies of the reporting that is available, and name the document "Q6.4 Internet-based Reporting".

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

Claims Administration and Audits

7.1 Identify the claim office location proposed to service the MCHCP account. List all locations if more than one location will service the MCHCP account.

Location(s)

7.2 Will all medical claims be handled out of this facility? If not, what other location?

- Yes, including mental health claims
- Yes, excluding mental health claims
- No, name other location(s)

7.3 Do you provide EOBs to members? If so, upload a sample to the Reference Files from Vendor section, and name the file "Q7.3 Sample EOB".

- Yes, and a sample has been uploaded
- Yes, and a sample has not been uploaded (please explain)
- No (please explain)

7.4 For the claims office(s) proposed, what is the average number of working days for a paper claim to be processed (check issued) from the date of receipt?

Number of working days

7.5 Provide accuracy rates for your most recent audit period for the proposed primary claim office. Include the measurement definition.

Date of last audit (MMYYYY)

Processing accuracy rate

 %

Processing accuracy definition

Payment accuracy rate

 %

Payment accuracy definition

Financial accuracy rate

 %

Financial accuracy definition

Coding accuracy rate

 %

Coding accuracy definition

7.6 Describe in detail any policies/procedures that prevent fraud and fraudulent claim submissions.

Response

7.7 Do you have medical professionals (MD/RN) physically housed in the primary claim office proposed for MCHCP? If so, how many?

- Yes (how many)
- No (please explain)

7.8 For your Missouri membership, what percentage of all claims are submitted electronically by your providers for similar plans?

- 50% or less
- 51 - 59%
- 60 - 69%
- 70 - 79%

Clinical Contact (Primary)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Clinical Contact (Secondary)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

8.2 Provide a brief description for the following health management programs provided by your organization for your Medicare Advantage members.

	Description	How long in place?
Health risk management	<input type="text"/>	<input type="text"/>
Chronic disease management	<input type="text"/>	<input type="text"/>
High cost case management	<input type="text"/>	<input type="text"/>
Care coordination	<input type="text"/>	<input type="text"/>
Other	<input type="text"/>	<input type="text"/>

8.3 What does the Utilization Management (UM) program include (check all that apply)?

- Written utilization management criteria
- Criteria distributed to all network physicians
- Case management triggers
- Other (please explain)

8.4 Describe your UM problem identification process, intervention process, including methods, frequency, and success rates.

Response

8.5 Will you provide a dedicated care management team? If yes, where will it be located?

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

8.6 Are clinical guidelines implemented uniformly across geographic service areas?

- Yes
- No (please explain)

8.7 Describe your pre-certification program including who performs the medical review function.

Response

8.8 Describe the top three initiatives your company has implemented in the past two (2) years to improve quality and outcomes of patient care.

Initiative 1
 Initiative 2
 Initiative 3

8.9 Describe how your organization monitors HCC scores with CMS and any ROI that has been achieved.

Response

8.10 Describe how you assure proper payment from CMS based on the the member's true health status.

Response

8.11 Regarding case management, what is your organization's policy and procedure as it relates to communication with the member and the treating physician? Indicate any standards related to frequency of contacts.

Response

8.12 Are cases requiring discharge planning from acute care facilities handled through case management or through the utilization review process?

- Case Management
- Utilization review process

8.13 Confirm you have uploaded examples of your efforts to educate members and providers on your care management programs. Materials must be uploaded to the Reference Files from Vendor section, and named "Q8.13 Care Management Communications".

- Confirmed

Not confirmed (please explain)

8.14 Provide the number of members that meet your care management criteria. Include both the number of members and the percent vs. the plan's overall membership.

Number of members

Percent of plan's overall membership

%

8.15 Do you track outcomes from care management services, including member satisfaction?

Yes (please describe)

No (please explain)

8.16 Describe how new medical treatments and procedures are evaluated and recommended for coverage.

Response

8.17 Describe any initiatives you have underway to direct members to providers with the best demonstrated outcomes for specific conditions.

Response

Coordination with PBM

9.1 MCHCP intends to have pharmacy benefits for its Medicare-primary eligible members administered by Express Scripts through its existing EGWP PDP. Do you currently have a relationship with Express Scripts to allow for this coordination?

Yes (please describe, including length of relationship and number of clients)

No (please explain)

9.2 If you currently have a relationship with Express Scripts, provide references for up to three current employer clients for whom you coordinate with Express Scripts on a Group Medicare Advantage plan. If possible, use companies of similar size and needs as MCHCP. We will not contact these references without discussing it with you first; however, having information on references is critical.

	Company Name	Contact Name	Phone Number	Email address	Services provided by your organization	Number of Covered Members	Number of years working with your organization
Current Client #1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Current Client #2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Current Client #3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

9.3 Describe what information you need from the EGWP PDP and the frequency of the information transmitted.

Response

Disease Management

10.1 Provide the following information about your top disease management programs provided to your Medicare Advantage members.

	Disease	Program inception date (MM/YYYY)	Number of members managed in calendar year 2017	Percent of candidates enrolled	Opt-out rate
Program 1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
Program 2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
Program 3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
Program 4	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
Program 5	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
Program 6	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
Program 7	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
Program 8	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/> %

10.2 Describe your processes of managing members in the disease management programs.

Response

10.3 Provide a description of how you measure the results (ROI) of the disease management program. Give examples of results achieved in two clients of similar size.

Client 1

Client 2

10.4 For the programs listed in Q10.1, indicate if your organization has seen a resulting decrease in admissions for these diagnoses from the year prior to the program being implemented. If you have seen a decrease, indicate the percentage decrease you have seen. If your organization has not seen a decrease in hospitalizations for the diagnoses managed through disease management, provide your assessment as to why this may not have occurred.

Decrease (###% decrease)

%

No change (please explain)

Increase (please explain)

Plan Design

11.1 Confirm you have uploaded any additional plan designs that may be available to MCHCP. Upload the documents to the Reference Files from Vendor section, and name the file "Q11.1 Additional Benefit Designs".

Confirmed

Not confirmed (please explain)

Wellness, Prevention and Consumer Support

12.1 Describe any educational materials you provide to members to assist them in being better consumers. Identify if the materials are web-based, hard copy, or both (check all that apply).

Web-based (please describe)

Hard copy (please describe)

Both (please describe)

Other (please describe)

12.2 Describe any programs dealing with wellness or consumerism you have and/or are currently developing that will be operational by 2019.

Response

12.3 Do you provide "specific" educational materials to "persons at-risk"? If yes, upload copies of the specific materials you use to the Reference Files from Vendors section, and name the document "Q12.3 Education Materials - At Risk".

Yes, at no additional cost

Yes, at an additional cost (please specify cost in Supplemental Pricing)

No

12.4 Do you provide "general" educational/prevention materials to all members? If yes, upload copies of the specific materials you use to the Reference Files from Vendors section, and name the document "Q12.4 Education Materials - General".

Yes, at no additional cost

Yes, at an additional cost (please specify cost in Supplemental Pricing)

No

Provider Network

13.1 Confirm you have uploaded a provider network file to the Reference Files from Vendor section in the format provided in Attachment 3. Name the file "Q13.1 Provider Network".

Confirmed

Not confirmed (explain)

13.2 Confirm you have uploaded to the Reference Files from Vendor section a list of hospitals and health care facilities under contract in your proposed network for each county in Missouri. Name the file "Q13.2 Hospital Network".

Confirmed

Not confirmed (please explain)

13.3 Confirm you have uploaded a complete GeoAccess study that demonstrates your organization's ability to provide access to all members in your proposed service area. As a reminder, a national offering is preferred. Upload the document to the Reference Files from Vendor section, and name the file "Q13.3 GeoAccess Reports".

- Confirmed
- Not confirmed (please explain)

13.4 Are you anticipating any material changes in network size (for either hospitals or physicians) in your network area during the next 18-24 months?

- Yes, an increase in the network size (please explain)
- Yes, a decrease in the network size (please explain)
- No

13.5 Have you obtained the necessary waivers to provide access outside your established service area?

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

13.6 Describe your experience in administering an employer group program under an expanded service area waiver in order to provide national coverage.

Response

13.7 How have you met the requirements for the extended service area waiver for other employer clients?

Response

13.8 Complete the following table, indicating the percentage of your Medicare Advantage plan providers that voluntarily resigned from your plan in each of the last two (2) years. List the top three reasons for their departure.

	Percent of providers that voluntarily resigned from plan	Top three reasons for departure
2016	<input style="width: 40px;" type="text"/> %	<input style="width: 40px;" type="text"/>
2017	<input style="width: 40px;" type="text"/> %	<input style="width: 40px;" type="text"/>

13.9 What percentage of your Medicare Advantage physicians have been terminated from your plan in each of the last two years due to quality of care problems or over/under utilization?

2016 %
 2017 %

13.10 What percentage of your Medicare Advantage plan primary care physicians practicing in Missouri are accepting new Medicare Advantage patients?

Percent accepting new patients %

13.11 How will you notify MCHCP of major changes in your provider network?

Response

13.12 Briefly describe your network contracting approach. At a minimum, address network access guidelines, expansion efforts, and anticipated changes in service areas where MCHCP has significant concentrations.

Response

13.13 Do you offer specialty networks (mental health, chiropractors, etc)?

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

13.14 If you answered "Yes" to Q13.13 above on specialty networks, do you use subcontractors to provide these benefits or is it done internally?

- Use subcontractors (please list)
- Internal (please describe when networks were developed)
- Use both subcontractors and internal network (please describe)
- Not applicable

13.15 What types of expanded coverage beyond traditional Medicare do you provide within your Group Medicare Advantage program (e.g. hearing aid coverage/discount, chiropractic, acupuncture, etc.)? How are those services covered?

	Describe service	Description of coverage provided
Service 1	<input style="width: 40px;" type="text"/>	<input style="width: 40px;" type="text"/>
Service 2	<input style="width: 40px;" type="text"/>	<input style="width: 40px;" type="text"/>
Service 3	<input style="width: 40px;" type="text"/>	<input style="width: 40px;" type="text"/>
Service 4		

	<input type="text"/>	<input type="text"/>
Service 5	<input type="text"/>	<input type="text"/>

13.16 How often do you update provider listings on your website?

- Daily
- Weekly
- Monthly
- Quarterly
- Semi-annually
- Other (please explain)

13.17 Describe your company's member notification procedure if a network provider terminates its contract during the plan year. Include a description of the assistance offered to plan members.

Response

13.18 If any part of your network is not wholly owned, provide the following:

- Network name
- Owner/part owner
- Length of relationship/contract
- Description of relationship/contract
- Not applicable

13.19 In the event a member seeks inpatient services at a network hospital, whose responsibility is it to ensure all services (e.g., lab/x-ray services) are provided at the network level?

- Member's Responsibility
- Provider's Responsibility
- Other (please explain)

13.20 Do you monitor patient access to network providers (e.g. office waiting time, appointment delays or cancellations)?

- Yes
- No (please explain)

13.21 Do you have a Centers for Excellence Program?

- Yes (please list programs available)
- No (please explain)

13.22 Is the network accredited by an outside organization?

- Yes (describe accreditation standing and effective date)
- No (please explain)

13.23 Do you monitor provider compliance with policies and practice patterns?

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

Behavioral Health

14.1 Who administers the behavioral health benefits?

- Same company as medical benefits
- Subsidiary (please name)
- Contract for services with specialty vendor (please name and provide date the contract will come up for renewal)

14.2 Are the behavioral health claims paid on the same claims system as the medical claims?

- Yes
- No (please explain)

14.3 Describe the clinical guidelines you use for inpatient behavioral health claims.

Response

14.4 Do you integrate behavioral diagnoses into your care management programs?

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

14.5 Do you integrate behavioral diagnoses into your disease management program?

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

14.6 How are referrals from medical management to the behavioral health unit handled? Describe the process, including what steps you take to ensure that there is a smooth transition?

Response

Denials/Appeals/Grievance Procedures

15.1 Confirm that all services and issues will follow CMS grievance and appeal procedures.

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

15.2 Please explain in detail what services are not subject to CMS' grievance and appeal procedures.

Response

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.

16.1 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 style="width: 50px; height: 15px;" type="text"/>	<input style="width: 50px; height: 15px;" type="text"/> %	<input style="width: 50px; height: 15px;" type="text"/>
Company 2	<input style="width: 50px; height: 15px;" type="text"/>	<input style="width: 50px; height: 15px;" type="text"/> %	<input style="width: 50px; height: 15px;" type="text"/>
Company 3	<input style="width: 50px; height: 15px;" type="text"/>	<input style="width: 50px; height: 15px;" type="text"/> %	<input style="width: 50px; height: 15px;" type="text"/>
Company 4	<input style="width: 50px; height: 15px;" type="text"/>	<input style="width: 50px; height: 15px;" type="text"/> %	<input style="width: 50px; height: 15px;" type="text"/>
Total MBE Percentage	<input style="width: 50px; height: 15px;" type="text"/>	<input style="width: 50px; height: 15px;" type="text"/> %	<input style="width: 50px; height: 15px;" type="text"/>

16.2 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 style="width: 50px; height: 15px;" type="text"/>	<input style="width: 50px; height: 15px;" type="text"/> %	<input style="width: 50px; height: 15px;" type="text"/>
Company 2	<input style="width: 50px; height: 15px;" type="text"/>	<input style="width: 50px; height: 15px;" type="text"/> %	<input style="width: 50px; height: 15px;" type="text"/>
Company 3	<input style="width: 50px; height: 15px;" type="text"/>	<input style="width: 50px; height: 15px;" type="text"/> %	<input style="width: 50px; height: 15px;" type="text"/>
Company 4	<input style="width: 50px; height: 15px;" type="text"/>	<input style="width: 50px; height: 15px;" type="text"/> %	<input style="width: 50px; height: 15px;" type="text"/>
Total WBE Percentage	<input style="width: 50px; height: 15px;" type="text"/>	<input style="width: 50px; height: 15px;" type="text"/> %	<input style="width: 50px; height: 15px;" type="text"/>

Medicare Advantage Pricing/Underwriting

MCHCP would like to review quotes for national MA PPO plans as outlined in the proposed plan design document (Exhibit A-9 Medicare Advantage Plan Design and Pricing). Please review the provided MA plan designs and propose blended national rates for each of the three MA plans based on the proposed plan design terms assuming you are awarded all three plans. The rates should be on a per member per month (PMPM) basis and should be effective for the 2019 calendar year.

17.1 MCHCP prefers a uniform national premium rate for each requested plan design, regardless of where the member resides. Confirm that you can provide a uniform rate.

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

17.2 Provide the following assumptions used in underwriting and rate setting:

Credibility assigned to past experience

Trend

Retention

Taxes (including PPACA national health insurance tax)

17.3 To what extent does the group-specific cost data MCHCP provided impact your quoted rates?

Response

17.4 Provide any additional detail regarding your rating methodology that is not documented in the prior questions.

Response

17.5 Confirm that 100 percent of commissions/bonus payments to brokers/agents is removed from the rates quoted in this RFP.

- Confirmed
- Not confirmed (please explain)

Contractual/Legal Issues

18.1 Confirm you have uploaded your standard Medicare Advantage employer group contract. Upload the file to the Reference Files from Vendor section, and name the file "Q18.1 Sample Contract". Please note that MCHCP reserves the right to negotiate any and all contract terms.

- Confirmed
- Not confirmed (please explain)

18.2 Confirm you have uploaded a document to the Reference Files from Vendor section describing the insurance in force that your firm has made to cover any errors and omissions claims that may arise in connection with services on behalf of a client. Who is the carrier or what is the funding mechanism? What are the policy limits? Are all of your subcontractors and/or joint venture companies bound by such coverage? Name the file "Q18.2 E&O Insurance".

- Document has been uploaded (list carrier name, funding mechanism, and policy limits, and describe whether subcontractors are bound by coverage)
- Not provided (please explain)

18.3 Confirm you have uploaded a document to the Reference files from Vendor section confirming appropriate licensure by the State of Missouri. Name the document "Q18.3 State of Missouri License".

- Confirmed
- Not confirmed (please explain)

18.4 Confirm you have uploaded documentation that you are approved by CMS to offer Medicare Advantage plans in the State of Missouri. Upload the file to the Reference Files from Vendor section, and name the document "Q18.4 CMS Documentation".

- Confirmed
- Not confirmed (please explain)

18.5 Confirm you have obtained the appropriate waivers to enroll Medicare beneficiaries who are entitled due to ESRD.

- Confirmed
- Not confirmed (please explain)

References

19.1 Provide references for three current employer clients for whom you provide a Group Medicare Advantage plan. If possible, use companies of similar size and needs as MCHCP. We will not contact these references without discussing it with you first; however, having information on references is critical.

	Company Name	Contact Name	Phone Number	Email address	Services provided by your organization	Number of Covered Members	Number of years working with your organization
Current Client #1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Current Client #2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Current Client #3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

	Company Name	Services provided by your organization	Number of Covered Members	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"/>

Performance Guarantees

20.1 Claims turnaround time - The following category will be reported and measured quarterly beginning at contract effective date.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Percent of claims processed within 10 business days	90%	<input type="text"/>	<input type="text"/>	For each full percentage point below standard, \$2,000 plus \$0.10 PMPM	<input type="text"/>

20.2 Claim processing accuracy - The following categories will be reported and measured quarterly beginning at contract effective date.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Percent of claims free of financial error	99%	<input type="text"/>	<input type="text"/>	For each full percentage point below standard, \$2,000 plus \$0.10 PMPM	<input type="text"/>
Percent of claims processed correctly	97%	<input type="text"/>	<input type="text"/>	For each full percentage point below standard, \$2,000 plus \$0.10 PMPM	<input type="text"/>

20.3 Member Service - Average response time. The following category will be measured and reported quarterly beginning at contract effective date.

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

20.4 Member Service - Average abandonment rate. The following category will be measured and reported quarterly beginning at contract effective date.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Percent of calls abandoned	< 4%	<input type="text"/>	<input type="text"/>	For each full percentage point above standard, \$2,000 plus \$0.10 PMPM	<input type="text"/>

20.5 Member service - Response to written inquiries. The following category will be measured and reported quarterly beginning at contract effective date.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Average number of days within which written inquiries will be responded to	5 days or less	<input type="text"/>	<input type="text"/>	For each business day above standard, \$500 plus \$0.10 PMPM	<input type="text"/>

20.6 Written communication with membership. The following category will be measured and reported quarterly beginning at contract effective date.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
MCHCP requires approval of all written communications and marketing material used by the contractor to communicate with MCHCP members, excluding provider directories	MCHCP must approve 100% of written communications	<input type="text"/>	<input type="text"/>	For each instance when material was not submitted to MCHCP for approval, \$2,000 plus \$0.10 PMPM	<input type="text"/>

20.7 ID Card Distribution - Initial/New Contract Year Distribution. The following category will be measured on implementation and each subsequent year.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
ID cards mailed no later than one week prior to		<input type="text"/>	<input type="text"/>		<input type="text"/>

effective date of each year	100% of all ID cards mailed one week prior to effective date			For each day after stated deadline, \$500 plus \$0.10 PMPM	
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20.8 ID Card Distribution - Ongoing. The following category will be measured and reported quarterly beginning on contract effective date.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
ID cards mailed within 15 business days of receipt of eligibility data (for monthly changes) or request for replacement card	100% of all ID cards mailed within 15 business days of receipt of eligibility file or request	<input type="checkbox"/>	<input type="checkbox"/>	For each day beyond the 15th business day, \$500 plus \$0.10 PMPM	<input type="checkbox"/>

20.9 Implementation - Claim readiness. The following category will be measured at Implementation.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Claim Readiness - Benefit profile and eligibility information loaded and tested on claims processing system a minimum of one month prior to the effective date	No later than one month prior to effective date	<input type="checkbox"/>	<input type="checkbox"/>	For each day after one-month deadline, \$500 plus \$0.10 PMPM	<input type="checkbox"/>

20.10 Implementation - Member services center. The following category will be measured at Implementation.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Member Service Center ready to respond to member inquiries by October 1, 2018	No later than stated deadline	<input type="checkbox"/>	<input type="checkbox"/>	For each business day after stated deadline, \$500 plus \$0.10 PMPM	<input type="checkbox"/>

20.11 Implementation - Data Transfer Setup. The following category will be measured at Implementation.

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum dollar amount at risk
All data transfer setup requirements with MCHCP's data vendor (currently Truven Health Analytics) completed by October 1, 2018	100%	<input type="checkbox"/>	MCHCP's data vendor will report to MCHCP	For each day beyond October 1, \$2,000 plus \$0.10 PMPM	<input type="checkbox"/>

20.12 Eligibility - Timeliness of installations. The following category will be measured and reported quarterly beginning at Implementation.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Electronic eligibility files will be installed and eligibility status will be effective within an average of 24 hours of receipt	98% loaded within 24 hours	<input type="checkbox"/>	<input type="checkbox"/>	For each full hour beyond 24 hours, \$500 plus \$0.10 PMPM	<input type="checkbox"/>

20.13 Eligibility - Accuracy of installations. The following category will be measured and reported quarterly beginning at Implementation.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Electronic eligibility records loaded with 99.5% accuracy. This standard is contingent upon receipt of clean eligibility data delivered in an agreed-upon format.	99.5%	<input type="checkbox"/>	<input type="checkbox"/>	For each full percentage point below standard, \$2,000 plus \$0.10 PMPM	<input type="checkbox"/>

20.14 Provider directory on website - The following category will be measured and reported quarterly beginning at Implementation.

	Guarantee				

		Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
No provider shall be listed on the contractor's website that is not under contract	All providers listed on website are currently in network and have completed credentialing process	<input type="checkbox"/>	<input type="checkbox"/>	For each instance when listed provider is not in the network, \$2,000 plus \$0.10 PMPM	<input type="checkbox"/>

20.15 Account management - Satisfaction. The following category will be measured and reported on Implementation and annually beginning January, 2019.

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

20.16 Account management - Responsiveness. The following category will be measured and reported quarterly beginning at Implementation.

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

20.17 Reporting - The following categories will be reported and measured quarterly beginning at Implementation. Penalties will be applied for each month the contractor fails to meet these standards.

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum dollar amount at risk
Claim file must be submitted to MCHCP's data vendor no later than 15th of the month for prior month's services	100%	<input type="checkbox"/>	MCHCP's data vendor will report to MCHCP	For each incident, \$2,000 plus \$0.10 PMPM	<input type="checkbox"/>
Claim file must be submitted to MCHCP's data vendor in proper format on first submission of the month	100%	<input type="checkbox"/>	MCHCP's data vendor will report to MCHCP	For each incident, \$2,000 plus \$0.10 PMPM	<input type="checkbox"/>
Data submission to MCHCP's data vendor must include 99 percent of all required financial fields	99%	<input type="checkbox"/>	MCHCP's data vendor will report to MCHCP	For each incident, \$2,000 plus \$0.10 PMPM	<input type="checkbox"/>
Data submission to MCHCP's data vendor must include all required fields (subscriber SSN, member DOB, and member gender)	100%	<input type="checkbox"/>	MCHCP's data vendor will report to MCHCP	For each incident, \$2,000 plus \$0.10 PMPM	<input type="checkbox"/>
Data submission to MCHCP's data vendor must include all required key fields (diagnostic coding, provider type, provider ID, CPT coding, etc.)	100%	<input type="checkbox"/>	MCHCP's data vendor will report to MCHCP	For each incident, \$2,000 plus \$0.10 PMPM	<input type="checkbox"/>

20.18 Reporting - Customer Service. The following category will be reported and measured quarterly beginning at Implementation.

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum dollar amount at risk
Customer service reporting must be submitted to MCHCP in the agreed upon format and within 30 days of end of quarter.	Due within 30 days of end of quarter	<input type="checkbox"/>	MCHCP will determine acceptability of reports	For each day beyond deadline for submission, \$2,000 plus \$0.10 PMPM	<input type="checkbox"/>

20.19 Monthly eligibility audit file - The following category will be measured and reported quarterly beginning at Implementation.

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum dollar amount at risk

Eligibility audit file must be provided on the second Thursday of each month in the agreed upon format	Audit file available by the second Thursday of each month	<input type="text"/>	MCHCP will determine acceptability of file	For each day file was not transmitted on time, \$2,000 plus \$0.10 PMPM	<input type="text"/>
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20.20 Confirm your willingness to submit your performance metrics results via an online tool.

- Confirmed
 Not confirmed (please explain)

Scope of Work

21.1 Confirm you will meet all General Requirements stated in Exhibit B, Section B1.

- Confirmed
 Not confirmed (please explain)

21.2 Confirm you will meet all Eligibility Requirements stated in Exhibit B, Section B2.

- Confirmed
 Not confirmed (please explain)

21.3 Confirm you will meet all Level of Benefits Requirements as stated in Exhibit B, Section B3.

- Confirmed
 Not confirmed (please explain)

21.4 Confirm you will meet all Network Requirements as stated in Exhibit B, Section B4.

- Confirmed
 Not confirmed (please explain)

21.5 Confirm you will meet all Reporting Requirements stated in Exhibit B, Section B5.

- Confirmed
 Not confirmed (please explain)

21.6 Confirm you will meet all General Service Requirements as stated in Exhibit B, Section B6.

- Confirmed
 Not confirmed (please explain)

21.7 Confirm you will meet all Account Management requirements as stated in Exhibit B, Section B7.

- Confirmed
 Not confirmed (please explain)

21.8 Confirm you will meet all Customer Service requirements as stated in Exhibit B, Section B8.

- Confirmed
 Not confirmed (please explain)

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

- Confirmed
 Not confirmed (please explain)

21.10 Confirm you will meet all Implementation Requirements as stated in Exhibit B, Section B10.

- Confirmed
 Not confirmed (please explain)

21.11 Confirm you will meet all Clinical Management Requirements as stated in Exhibit B, Section B11.

- Confirmed
 Not confirmed (please explain)

21.12 Confirm you will agree to all Payments requirements as stated in Exhibit B, Section B12.

- Confirmed
 Not confirmed (please explain)

21.13 Confirm you will meet all Claims Payment requirements as stated in Exhibit B, Section B13.

- Confirmed

Not confirmed (please explain)

21.14 Confirm you will meet all Performance Standard requirements as stated in Exhibit B, Section B14.

Confirmed

Not confirmed (please explain)

21.15 Confirm you will meet all Transition Assistance requirements as stated in Exhibit B, Section B15.

Confirmed

Not confirmed (please explain)

Attachment Checklist

22.1 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.

- Q2.11 CMS Star Rating
- Q2.12 CMS Performance Reporting (yyyy)
- Q2.21 Economic Impact
- Q3.2 Organizational Chart
- Q3.3 Implementation Plan
- Q4.18 Satisfaction Survey Results
- Q4.22 Member Communications
- Q5.22 Reliability Metrics
- Q5.26 Disaster Recovery Plan
- Q5.27 Disaster Recovery Plan Testing
- Q6.1 Sample Reports
- Q6.4 Internet-based Reporting
- Q7.3 Sample EOB
- Q8.13 Care Management Communications
- Q11.1 Additional Benefit Designs
- Q12.3 Education Materials - At Risk
- Q12.4 Education Materials - General
- Q13.1 Provider Network
- Q13.2 Hospital Network
- Q13.3 GeoAccess Reports
- Q18.1 Sample Contract
- Q18.2 E&O Insurance Document
- Q18.3 State of Missouri License
- Q18.4 CMS Documentation

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 five (5) 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 4-6 (January 1 - December 31, 2022, January 1 - December 31, 2023, and January 1 - December 31, 2024 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)