

**Vision Questionnaire**

MCHCP requires that you provide a concise response 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. Regardless of any claim by the bidder as to material being proprietary and not subject to copying or distribution, all material submitted by the bidder in conjunction with this RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see Chapter 610 of the Missouri Revised Statutes). Neither MCHCP nor its consultant shall be obligated to return any materials submitted in response to this RFP. The use of MCHCP's name in any way is strictly prohibited. Confirm your agreement with the Confidentiality and Public Record Policy listed above.**

- Confirmed
- Not confirmed (please explain)

**Vendor Profile**

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

Full and legal company name	<input style="width: 200px; height: 15px;" type="text"/>
Name of parent organization (if applicable)	<input style="width: 200px; height: 15px;" type="text"/>
Corporate address	<input style="width: 200px; height: 15px;" type="text"/>
Name of contact person for questions regarding this RFP response	<input style="width: 200px; height: 15px;" type="text"/>
Telephone	<input style="width: 200px; height: 15px;" type="text"/>
Email address	<input style="width: 200px; height: 15px;" type="text"/>

**2.2 How many years has your organization provided vision benefits to employer groups?**

Number of years

**2.3 How long has the company been in operation in Missouri?**

Number of years

**2.4 How many employer groups does your organization service for vision benefits administration?**

Number of groups of 30,000 employees or more	<input style="width: 100px; height: 15px;" type="text"/>
Number of groups of 20,000-29,999 employees	<input style="width: 100px; height: 15px;" type="text"/>
Number of groups of 10,000-19,999 employees	<input style="width: 100px; height: 15px;" type="text"/>
Number of groups less than 10,000 employees	<input style="width: 100px; height: 15px;" type="text"/>

**2.5 How many participants does your organization service for vision benefits administration?**

Number of current members	<input style="width: 100px; height: 15px;" type="text"/>
Number of new members last year (2017)	<input style="width: 100px; height: 15px;" type="text"/>
Number of new members year to date (2018)	<input style="width: 100px; height: 15px;" type="text"/>

**2.6 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 (please explain)
- No

**2.7 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 style="width: 100px; height: 15px;" type="text"/>	<input style="width: 100px; height: 15px;" type="text"/>	<input style="width: 100px; height: 15px;" type="text"/>	<input style="width: 100px; height: 15px;" type="text"/>
Insurer (2nd)	<input style="width: 100px; height: 15px;" type="text"/>	<input style="width: 100px; height: 15px;" type="text"/>	<input style="width: 100px; height: 15px;" type="text"/>	<input style="width: 100px; height: 15px;" type="text"/>



Account Management (Secondary)									
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"/> %
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"/> %

**3.2 Confirm you have uploaded a detailed implementation plan that includes a high level overview and details on specific tasks, timelines and responsibilities. Upload the file to the Reference Files from Vendor section, and name the file "Q3.2 Implementation Plan".**

- Confirmed
- Not confirmed (please explain)

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

Response

**3.4 Confirm you have provided an organizational chart for the proposed account team, showing lines of authority up to and including the executive management level. Upload the document to the Reference Files from Vendor section, and name the document "Q3.4 Organizational Chart".**

- Confirmed
- Not confirmed (please explain)

**3.5 Is there a link between the sales team coordinating this RFP, the implementation team and the account management team? If no, provide an explanation on how you ensure there is no miscommunication between them.**

- Yes
- No (please explain)

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

- Yes
- No (please explain)

**3.7 Confirm that you have provided a sample member communication packet and identification card, if applicable. Upload the file to the Reference Files from Vendor section, and name the file "Q3.7 Sample Communication Materials".**

- Confirmed
- Not confirmed (please explain)

**Customer Service**

**4.1 Provide the following information about the Customer/Member Services Department(s) that would service the MCHCP account.**

Location(s)	<input type="text"/>
Days of operation	<input type="text"/>
Hours of operation	<input type="text"/>
Holidays observed	<input type="text"/>
Number of customer/member services representatives assigned to MCHCP account	<input type="text"/>
Number of other clients assigned customer/member services representatives are responsible for (average # per rep)	<input type="text"/>
Experience level of staff (average # of yrs)	<input type="text"/>

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

- Yes (please describe)

No (please explain)

**4.3 Given your expected capacity with your current business, what additional staff will you hire to service the MCHCP account?**

Customer service representative (state how many)   
 Other (describe and state how many)

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

Percent %

**4.5 Can Member Services Representatives provide assistance for selecting and/or locating network providers?**

Yes  
 No (please explain)

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

Yes  
 No (please explain)

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

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

**4.8 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 type="text"/>	<input type="text"/> %	<input type="text"/> %
Company actual 2017	<input type="text"/>	<input type="text"/> %	<input type="text"/> %

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

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

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

Access provider directory  
 Verify eligibility  
 Check claim status  
 Request ID card  
 Check status of maximums or limits  
 Obtain a history of claims  
 Map provider locations  
 Other (please explain)

**4.11 Provide the URL, a temporary ID and Password for members of the RFP review team to view the website available to members.**

URL   
 ID   
 Password

**4.12 If applicable, 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
- Future plan years
- Newly eligible
- Member request
- Not applicable, plan does not issue ID cards


**4.13 Provide your company's average response time for written inquiries to the most recently completed calendar year.**

	Corporate standard (in days)	Actual results (in days)
Written inquiries	<input type="text"/>	<input type="text"/>

**4.14 Does your company conduct member satisfaction surveys?**

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


**4.15 Confirm that you have uploaded results from your most recent satisfaction survey in the Reference Files from Vendor section, and named the file "Q4.15 Satisfaction Survey Results".**

- Confirmed
- Not confirmed (please explain)

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

- Confirmed
- Not confirmed (please explain)

**4.17 Describe the complaint, grievance and appeal procedure available to members.**

Response

**Technology and Security**

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

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

**5.2 Will MCHCP have access to update member eligibility information online?**

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

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

Call center	<input type="text"/>
Claims processing center	<input type="text"/>

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

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


**5.5 How frequently do you backup data?**

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

**5.6 Is stored backup data encrypted on media?**

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

**5.7 Is backup data stored in multiple locations?**

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

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

Response

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

Response

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

Response

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

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

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

Response

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

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

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

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

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

- Confirmed (please describe, including which version)
- Not confirmed (please explain)

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

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

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

Response

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

Response

**5.19 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 "Q5.19 Reliability Metrics".**

- Confirmed
- Not confirmed (please explain)

**5.20 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

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

Response

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

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

**5.23 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)

**5.24 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 "Q5.24 Disaster Recovery Plan".**

- Confirmed
- Not confirmed (please explain)

**5.25 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 "Q5.25 Disaster Recovery Plan Testing".**

- Confirmed
- Not confirmed (please explain)

**5.26 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 Confirm you have uploaded copies of the standard customer service reports that will be made available to satisfy the requirements stated in Exhibit B, Section B4.4 to the Reference Files from Vendor section. Name the document "Q6.2 Customer Service Report".

- Confirmed
- Not confirmed (please explain)

6.3 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

6.4 Describe your experience and ability to provide claims-level data to third party vendors as described in Exhibit B, Section B4.2.

Response

6.5 Do you have an internet-based reporting system that MCHCP will have access to?

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

Claims Administration

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

Response

7.2 Provide the following information for the primary claim office facility that will service the MCHCP account:

Number of years in operation

Number of claims processed during the last calendar year

Average number of claims per processor per day

7.3 What percentage of claims transactions are adjudicated automatically (i.e. without manual intervention)?

Percentage  %

7.4 For your Missouri membership, what percentage of claims were submitted electronically last year?

Percentage  %

7.5 For the claim office 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

7.6 How do you handle members' claims incurred for services rendered by out-of-network providers?

Response

7.7 Describe any claim edits in your system that allow claim processors to detect, deny and re-price inappropriate, inaccurate or fraudulent claims before such claims are paid.

Response

7.8 Does your system maintain COB information on claimants?

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

7.9 How frequently do you require updates to COB data?



- Monthly
- Quarterly
- Annually
- At point of claim
- Other (please explain)

**Access to Services**

**8.1 Describe the process a member would follow to access services?**

Response

**8.2 Do you monitor average wait times for members to obtain an appointment from the time the member calls to being seen? If so, what are your targeted and actual wait times (in calendar days)?**

	Targeted	Actual (2017)	Do not track
Ophthalmologist	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/>
Optometrist	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/> <input type="text"/>	<input type="checkbox"/>

**8.3 Describe any benefit pre-certification or vouchers that members are required to obtain before benefits are provided.**

Response

**8.4 Describe the components of a standard eye examination delivered by your network providers.**

Response

**8.5 Can employees access information regarding participating providers from the following (check all that apply):**

- Plan's website
- Hard copy directories
- Via email
- Plan's call center

**8.6 Do you offer a discounted arrangement for laser surgery performed to correct vision deficiencies?**

- Yes (please describe)
- No

**8.7 Are discounts available for items such as designer frames, special coatings, tints, etc.?**

- Yes (please describe)
- No

**8.8 What percentage of your ophthalmologist/optometrist offices maintains the ability to dispense eyewear?**

Percentage  %

**8.9 Are network providers required to maintain a minimum supply of materials?**

- Yes (please describe)
- No

**8.10 Are there circumstances in which a participant's selection of eyewear is limited to a portion of the total supply?**

- Yes (please describe)
- No

**8.11 Is there a minimum percentage of fully-covered frames that providers are required to maintain in their frame inventory?**

- Yes (provide percentage)  %
- No (please explain)

**Provider Network**

**9.1 Confirm that you have uploaded the following GeoAccess reports based on the required access standard of 1 provider within 20 miles. Bidders must utilize the enrollment file included as Attachment 5 of this RFP in producing these reports. Reports should be summarized at the county level, not by zip code or city, and separate reports must be provided for independent vs. retail practices. Upload the files to the Reference Files from Vendor section, and name the files "Q9.1 GeoAccess Reports".**

	Confirmed	Not confirmed (please explain)
Summary of Employees with Access (retail practices)	<input type="radio"/>	<input type="radio"/> <input type="text"/>
Summary of Employees without Access (retail practices)	<input type="radio"/>	<input type="radio"/> <input type="text"/>
Summary of Employees with Access (independent practices)	<input type="radio"/>	<input type="radio"/> <input type="text"/>
Summary of Employees without Access (independent practices)	<input type="radio"/>	<input type="radio"/> <input type="text"/>

**9.2 Confirm you have uploaded a provider network file to the Reference Files from Vendor section in the format provided in Attachment 6. Include only those providers located in Missouri. Name the file "Q9.2 Provider Network".**

- Confirmed
- Not confirmed (please explain)

**9.3 How many providers were added to your Missouri network in each of the last two years? How many were dropped in each of the last two years?**

	Added in 2016	Dropped in 2016	Added in 2017	Dropped in 2017
Optometrists	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Ophthalmologists	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**9.4 Are you willing to recruit additional providers in specific areas identified by MCHCP?**

- Yes
- No (please explain)

**9.5 Complete the following table regarding the number of retail vs. independent practices included in your Missouri network. Also include the percentage of practices that are accepting new patients.**

	Number of practices	Percent accepting new patients
Retail practices	<input type="text"/>	<input type="text"/> %
Independent practices	<input type="text"/>	<input type="text"/> %

**9.6 Do you monitor capacity for new patients as part of your credentialing and re-credentialing process?**

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

**9.7 Explain how you will ensure there is adequate capacity within your network if awarded this contract.**

Response

**9.8 In a typical network service area, on average, what percentage of available providers do you typically contract with? As an example, of all the optometrists in your service area, what percentage are included in your network?**

Optometrists  %  
 Ophthalmologists  %

**9.9 Are you anticipating a material change in network size during the next 18-24 months?**

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

**9.10 Provide the number and percentage of network providers with closed practices as of 1/1/2018.**

Number of optometrists

Percent of optometrists  %  
 Number of ophthalmologists   
 Percent of ophthalmologists  %

**9.11 Describe the credentialing process including information collected.**

Response

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

Response

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

- Yes
- No (please explain)

**9.14 How does your organization monitor the current licensure and "good standing" of network providers?**

Response

**9.15 Does the network you are proposing include providers in all 50 states? If not, what states do not have contracted providers?**

- Yes
- No (list states with no providers)

**9.16 How frequently do you update provider listings on your website?**

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

**9.17 How may provider contracts be terminated and how much advance notice is required?**

Response

**9.18 How often are new providers added to your network?**

Response

**9.19 Do you notify affected members when a participating provider leaves the network? If so, how soon after the termination are they notified?**

- Yes (please explain)
- No

**9.20 Confirm you have uploaded samples of communications to providers to notify them of benefit changes and/or updates. Upload the document to the Reference Files from Vendor section, and name the file "Q9.20 Provider Communications".**

- Confirmed
- Not confirmed (please explain)

**Performance Guarantees**

**10.1 Account Management - Satisfaction. The following category will be measured and reported on Implementation and annually beginning January, 2019.**

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

**10.2 Account Management - Responsiveness.** The following category will be reported and measured quarterly 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
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 period of time)	Acknowledgement and response within 8 business hours	<input type="text"/>	<input type="text"/>	For each incident not acknowledged within 8 business hours, \$500 plus \$0.10 PEPM	<input type="text"/>

**10.3 Member Service - Average response time.** The following category will be measured and reported quarterly 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
Average number of seconds for call to be answered by a live customer service representative	25 seconds or less	<input type="text"/>	<input type="text"/>	For each full second above standard, \$2,000 plus \$0.10 PEPM	<input type="text"/>

**10.4 Member Service - Average abandonment rate.** The following category will be measured and reported quarterly 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
Percent of calls abandoned	< 2%	<input type="text"/>	<input type="text"/>	For each full percentage point above standard, \$2,000 plus \$0.10 PEPM	<input type="text"/>

**10.5 Member Service - Response to members' written inquiries.** The following category will be measured and reported quarterly 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
Average number of days within which written inquiries from members will be responded to	5 business days or less	<input type="text"/>	<input type="text"/>	For each business day above standard, \$500 plus \$0.10 PEPM	<input type="text"/>

**10.6 Eligibility - Timeliness of Installations.** The following category will be measured and reported quarterly beginning in January, 2019.

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum dollar amount at risk
Electronic eligibility files will be installed and eligibility status will be effective within an average of 24 hours of receipt.	95% within 24 hours	<input type="text"/>	<input type="text"/>	For each full hour beyond 24 hours, \$500 plus \$0.10 PEPM	<input type="text"/>

**10.7 Eligibility - Accuracy of Installations.** The following category will be reported and measured quarterly beginning January, 2019.

	Guarantee	Will you guarantee this		Minimum amount at risk	

		standard (Yes or No)	Describe your measurement process		Maximum dollar amount at risk)
Electronic eligibility records loaded with 100% accuracy. This standard is contingent upon receipt of clean eligibility data delivered in an agreed upon format.	100%	<input type="checkbox"/>	<input type="checkbox"/>	For each full percentage point below standard, \$2,000 plus \$0.10 PEPM	<input type="checkbox"/>

**10.8 ID Card Distribution (if applicable) - 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 effective date of each year	100 percent of all ID cards mailed one week prior to effective date	<input type="checkbox"/>	<input type="checkbox"/>	For each day after stated deadline, \$500 plus \$0.10 PEPM	<input type="checkbox"/>

**10.9 ID Card Distribution - Ongoing (if applicable). The following category will be reported and measured quarterly 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
ID cards mailed within 10 business days of receipt of eligibility data (for monthly changes) or request for replacement card	100 percent of all ID cards mailed within 10 business days of receipt of eligibility file or request	<input type="checkbox"/>	<input type="checkbox"/>	For each day beyond the 10th business day, \$500 plus \$0.10 PEPM	<input type="checkbox"/>

**10.10 Implementation - The following categories 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
Eligibility file is tested and loaded accurately prior to January 1, 2019	Testing completed by November 1, 2018	<input type="checkbox"/>	MCHCP will determine acceptability of testing	\$2,000 plus \$0.10 PEPM	<input type="checkbox"/>
Contractor's customer service center is prepared to answer MCHCP member questions by October 1, 2018	Customer service center is operational and has been trained on MCHCP's benefit	<input type="checkbox"/>	MCHCP will determine contractor's readiness to address member questions	\$2,000 plus \$0.10 PEPM	<input type="checkbox"/>

**10.11 Reporting - The following categories will be reported and measured quarterly beginning January, 2019. 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 PEPM	<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 PEPM	<input type="checkbox"/>
Data submission to MCHCP's data vendor must include 100 percent of all required financial fields	100%	<input type="checkbox"/>	MCHCP's data vendor will report to MCHCP	For each incident, \$2,000 plus \$0.10 PEPM	<input type="checkbox"/>

Data submission to MCHCP's data vendor must include all required key 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 PEPM	<input type="checkbox"/>
Data submission to MCHCP's data vendor must include all required key fields (diagnostic coding, provider type, provider ID, etc.)	100%	<input type="checkbox"/>	MCHCP's data vendor will report to MCHCP	For each incident, \$2,000 plus \$0.10 PEPM	<input type="checkbox"/>

**10.12 Reporting - The following categories will be measured and reported quarterly beginning January 1, 2019.**

	Guarantee	Will you guarantee this standard (Yes or No)	Measurement process	Minimum amount at risk	Maximum dollar amount at risk
Standard quarterly reporting must be submitted to MCHCP in the agreed upon format and within 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 PEPM	<input type="checkbox"/>
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 PEPM	<input type="checkbox"/>
Standard annual reporting must be submitted to MCHCP in the agreed upon format and within 60 days of end of the calendar year.	Due within 60 days of end of calendar year	<input type="checkbox"/>	MCHCP will determine acceptability of reports	For each day beyond deadline for submission, \$2,000 plus \$0.10 PEPM	<input type="checkbox"/>

**10.13 Monthly eligibility audit file - The following category will be measured and reported quarterly beginning January, 2019. Penalties will be applied for each month the contractor fails to meet this standard.**

	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="checkbox"/>	MCHCP will determine acceptability of file	For each day file was not transmitted on time, \$2,000 plus \$0.10 PEPM	<input type="checkbox"/>

**10.14 Claims financial accuracy - The following category will be measured and reported quarterly beginning January, 2019.**

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

**10.15 Claims processing accuracy - The following category will be measured and reported quarterly beginning January, 2019.**

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum amount at risk
Percentage of claims processed correctly	>= 99%	<input type="checkbox"/>	<input type="checkbox"/>	\$2,000 plus \$0.10 PEPM for each full percentage point below standard	<input type="checkbox"/>

**10.16 Claim turnaround time - Network providers - The following category will be measured and reported quarterly beginning January, 2019.**

	Guarantee			Minimum amount at risk	Maximum amount at risk

		Will you guarantee this standard (Yes or No)	Describe your measurement process		
Percent of claims from network providers processed within 5 days	>= 95%	<input type="text"/>	<input type="text"/>	\$2,000 plus \$0.10 PEPM for each full percentage point below standard	<input type="text"/>

**10.17 Claim turnaround time - Out of Network providers - The following category will be measured and reported quarterly beginning January, 2019.**

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum amount at risk
Percent of claims from non-network providers processed within 5 days	>= 95%	<input type="text"/>	<input type="text"/>	\$2,000 plus \$0.10 PEPM for each full percentage point below standard	<input type="text"/>

**10.18 Network retention rate - The following category will be measured and reported annually beginning January, 2019.**

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum amount at risk
Network provider retention rate (based on voluntary turnover)	>= 98%	<input type="text"/>	<input type="text"/>	\$2,000 plus \$0.10 PEPM for each full percentage point below standard	<input type="text"/>

**10.19 Overall Satisfaction with contractor - The following category will be measured and reported quarterly beginning January, 2019.**

	Guarantee	Will you guarantee this standard (Yes or No)	Describe your measurement process	Minimum amount at risk	Maximum amount at risk
Percent of members rating contractor satisfactory or better	95%	<input type="text"/>	<input type="text"/>	\$2,000 plus \$0.10 PEPM for each full percentage point below standard	<input type="text"/>

**10.20 Please indicate your willingness to submit your performance metrics results via an online tool.**

Confirmed

Not Confirmed (please explain)

### MBE-WBE Participation Commitment

If the bidder is committing to participation by or if the bidder is a qualified MBE/WBE, the bidder must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed Exhibit A-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.

#### 11.1 MBE Participation Commitment Table

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

#### 11.2 WBE Participation Commitment Table

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

		<input type="text"/>		<input type="text"/> %		<input type="text"/>
Company 3		<input type="text"/>		<input type="text"/> %		<input type="text"/>
Company 4		<input type="text"/>		<input type="text"/> %		<input type="text"/>
Total WBE Percentage		<input type="text"/>		<input type="text"/> %		<input type="text"/>

**References**

**12.1 Provide references for three current clients. If possible, use companies of similar size and needs as MCHCP. One reference must be a group that is currently being serviced by the proposed account manager. We will not contact these references without discussing it with you first; however, having information on references is crucial.**

	Company Name	Contact Name	Phone Number	E-mail address	Services provided by your organization	Number of covered employees	Number of years working with your organization
Current Client #1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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"/>

**12.2 Provide references for two clients who have terminated your services. If possible please 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 crucial.**

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

**Scope of Work**

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

- Confirmed
- Not confirmed (please explain)

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

- Confirmed
- Not confirmed (please explain)

**13.3 Confirm you will meet all requirements regarding Level of Benefits as stated in Exhibit B, Section B3.**

- Confirmed
- Not confirmed (please explain)

**13.4 Confirm you will meet all Reporting Requirements stated in Exhibit B, Section B4.**

- Confirmed
- Not confirmed (please explain)

**13.5 Confirm you agree with the payment terms as described in Exhibit B, Section B5.**

- Confirmed
- Not confirmed (please explain)

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

- Confirmed
- Not confirmed (please explain)



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

- Confirmed  
 Not confirmed (please explain)

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

- Confirmed  
 Not confirmed (please explain)

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

- Confirmed  
 Not confirmed (please explain)

**13.10 Confirm you will meet all Implementation requirements as stated in Exhibit B, Section B10.**

- Confirmed  
 Not confirmed (please explain)

**13.11 Confirm you will meet all Contracted Network requirements as stated in Exhibit B, Section B11.**

- Confirmed  
 Not confirmed (please explain)

**Attachment Checklist****14.1 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.**

- Q2.8 E&O insurance document  
 Q2.11 Economic impact  
 Q2.12 Audited financial statements  
 Q2.13 State of Missouri license  
 Q3.2 Implementation plan  
 Q3.4 Organizational chart  
 Q3.7 Sample communication materials  
 Q4.15 Satisfaction survey results  
 Q5.19 Reliability metrics  
 Q5.24 Disaster Recovery Plan  
 Q5.25 Disaster Recovery Plan Testing  
 Q6.1 Sample reporting package  
 Q6.2 Customer service report  
 Q9.1 GeoAccess reports  
 Q9.2 Provider network file  
 Q9.20 Provider communications

## Mandatory Contract Provisions Questionnaire

### Mandatory Contract Provisions

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

**1.1 Term of Contract:** The term of this Contract is for a period of one (1) year from January 1, 2019 through December 31, 2019. This Contract may be renewed for four (4) additional one-year periods at the sole option of the MCHCP Board of Trustees. Prices for Years 1-3 must be submitted with this RFP. The submitted pricing arrangement for the first year (January 1 - December 31, 2019) is a firm, fixed price. The submitted prices for the subsequent (2nd - 3rd) years of the contract period (January 1 - December 31, 2020 and January 1 - December 31, 2021 respectively) are guaranteed not-to-exceed maximum prices and are subject to negotiation. 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 rinal 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)