

*Note: This document is provided as an example only and **must not** be construed as limiting ASP to only the areas listed below. It represents the types of deliverables, indicators, and acceptable performance that **shall** be included in a resultant contract and performance standards that may be expanded upon during final negotiations. The contractor may provide input in developing mutually agreeable standards and damages, but the final determination **shall** be made by ASP.*

## EXAMPLE SP-15-0059 – ATTACHMENT A PERFORMANCE STANDARDS

The following requirements are areas where the Vendor **shall** guarantee performance. Failure to meet the required standards **shall** result in the damages. Prompt resolution of problems or issues is required but **shall not** reduce or eliminate any damages imposed due to failure to meet the performance standards outlined below. Performance Reports **shall** be due no later than thirty days after the end of the quarter. All deadlines assume normal business hours at Central time.

ASP **shall** have the right to increase damages for repeated occurrences of the same performance standard.

PERFORMANCE STANDARD	VENDOR GUARANTEE	DAMAGES TO BE DEDUCTED FROM VENDOR'S CONTINGENCY FEE
Failure for vendor to comply with any requirements specified in this RFP for the duration of the contracted term in addition to any other ASP requested/mandated requirements implemented after the contract is in effect.	ASP's Discretion	1%
<b>Implementation</b>		
Failure to comply with deadlines, benchmarks, and timelines established by the Centers for Medicare & Medicaid Services (CMS) and failure to coordinate with the ASP's current provider, Part D Advisors, for any reconciliations or applications currently pending for ASP. Failure to coordinate with ASP's current Pharmacy Benefit Manager (PBM), LDI, for prescription drug claims data.  Any damages resulting from failure to comply with implementation deadlines will be assessed in the first quarter of 2016.	100%	2%
<b>Vendor Account Management</b>		
Failure to comply with deadlines, benchmarks, and timelines established by the CMS for any reconciliations or applications submitted by the vendor on behalf of ASP.  Damages resulting from failure to comply with account management deadlines will be assessed within thirty (30) days following completion of the vendor's monthly self-audit.	100%	3%

PERFORMANCE STANDARD	VENDOR GUARANTEE	DAMAGES TO BE DEDUCTED FROM VENDOR'S CONTINGENCY FEE
<b>Vendor Accounting and Reporting:</b>		
<p>Failure to provide required reports and documentation to ASP on a monthly basis and within the required timeframe.</p> <p>Failure to submit within the established timeframe any documents required to complete CMS reconciliation and application process to avoid a loss of potential subsidy recovery for ASP.</p>	100%	1%
<b>Vendor Financial Accuracy</b>		
<p>Failure to comply with the accepted standard subsidy calculation which is 28% of the Allowable Retiree Costs (ARC), less a 2% payment reduction. Any damages resulting from failure to comply with financial accuracy performance standards will be assessed during the first quarter of each contract year.</p>	99% or higher	0%
	98.5% to 98.9%	1%
	98.0% to 98.4%	2%
	Less than 98.0%	3%
<b>Vendor HIPAA/Compliance</b>		
No advertent or inadvertent disclosure of Protected Health Information on ASP Retiree Members	100%	1%
Use of Secure File Transfer Protocol	100%	1%
Compliance with Federal Mandates (Notice of Creditable Coverage, CMS, etc.)	100%	1%
<b>Requests for Information from Vendor</b>		
Failure to provide requested documentation and information to ASP no later than seven (7) calendar days from the date of the request, unless an extension has been requested prior to the due date.	100%	1%