

Attachment D – Performance Standards

Criteria	Standard	Damages
Enrollment	Contractor correctly processes enrollment additions, changes, and deletions within three (3) Business Days of receipt.	\$50 per day for each day past three (3) Business Days of receipt by the Contractor when any enrollment addition, change, or deletion is not correctly made. Contractor will credit damages payment to monthly invoice to which the damages apply.
	Contractor coordinates with and receives EBD approval for all Member communications and education/enrollment material.	5% of monthly invoice fee for each instance during the respective month that the Contractor fails to coordinate with and receive approval from EBD for Member communications and education/enrollment material. Contractor will credit the damages payment to the monthly invoice for which the damages apply.
Administration	The Contractor correctly credits Member's ARCap and HSA Accounts.	5% of monthly invoice amount for any month whereby greater than 5% of Member accounts are incorrectly credited. Contractor will credit damages payment to the monthly invoice for which the damages apply.
	Contractor processes and submits payment to Member for all valid faxed, mailed, and online submitted claims within three (3) Business Days of receipt of claim by the Contractor.	\$100 per occurrence for each valid claim the Contractor fails to process and remit payment for within three (3) Business Days of receipt of claim by the Contractor. Contractor will credit damages payment to the monthly invoice for which the damages apply.
	<p>The Contractor submits a comprehensive and compliant Plan Document to EBD for approval at the following times during the life of the contract:</p> <ul style="list-style-type: none"> • 30 calendar days prior to the start of each new Plan Year • 30 calendar days prior to the date of any Plan or Program change that necessitates a Plan Document amendment or edited restatement becomes effective 	\$100 per day for each day past the deadline to submit Plan Document to EBD. Contractor will credit the damages payment to the first monthly invoice submitted after the submission of the Plan Document to EBD.

	<ul style="list-style-type: none"> During the Implementation Period if the Implementation Period occurs at a time that is not in line with the new Plan Year. 	
	Contractor correctly pays 98% of Program claims and screens all Program claims to prevent payment duplication.	5% of the aggregated quarterly invoice total applicable to the quarter during which less than 98% of claims payments were correctly paid. Contractor will credit the damages payment to the applicable quarterly invoice.
Compliance, Privacy, and Security	Contractor maintains compliance of all Programs with applicable State and Federal laws during each quarter during the life of the contract.	5% of the aggregated quarterly invoice total applicable to the quarter during which compliance was not maintained
	Contractor masks Member's SSN from any printed report, letter, and other communication.	1% of monthly invoice total for any instance during the respective month when a Member's SSN is not masked from any printed report, letter, and other communication.
	Contractor notifies EBD within two (2) calendar days via secure email of any security breaches or suspected security breaches.	\$1000 per occurrence for Contractor's failure to notify EBD within two (2) calendar days via secure email of any security breach or suspected security breach.
Implementation	All implementation activities are successfully completed by the Contractor and approved by EBD on or before the Administrative Services Start Date as stated in the RFP or other Administrative Services Start Date as determined by EBD	1% of total Implementation Fee for each day past the Administrative Services Start Date (as stated in the RFP or other Administrative Services Start Date as determined by EBD) when all Implementation activities are not completed by the Contractor and approved by EBD.
Customer Service	Contractor provides uninterrupted toll-free customer service during the hours of 8:00 a.m. – 5:00 p.m. CST Monday through Friday excluding State Holidays	\$100 for each day during the month when the Contractor fails to provide uninterrupted toll-free customer service access during the hours of 8:00 a.m – 5:00 p.m. CST Monday through Friday excluding State Holidays.
	Contractor records and archives 100% of customer service calls and retains archived calls for a minimum of 18 months after the end of the Plan Year. Contractor retrieves calls and provides them to EBD	1% of monthly invoice for the respective month during which the Contractor fails to record and archive 100% of customer service calls, and/or fails to retrieve and submit calls to EBD within seven (7) Business Days of request by EBD.

	within seven (7) Business Days from request by EBD	
Audits	Contractor is available for audits by EBD, EBD's chosen representatives, and/or Legislative Audit on Business Days during the hours of 8 a.m. through 5 p.m. CST and within an audit timeline designated by EBD.	<p>\$100 for each occurrence whereby the Contractor is unavailable for an audit on Business Days during the hours of 8 a.m. through 5 p.m. CST.</p> <p>\$100 per occurrence whereby the Contractor fails to abide by the audit timeline designated by EBD.</p>
	Contractor responds to findings from an inspection or audit within thirty (30) calendar days of receipt of notification of any finding by Contractor	\$100 per day for each day passed thirty (30) calendar days that the Contractor fails to respond to any finding from and inspection or audit.
Meetings	<p>Contractor attends the initial 1-3 day meeting(s) during the Implementation Period in person and as required in the RFP.</p> <p>Contractor attends all weekly meetings occurring during the Implementation Period either in person or via telephone/video conferencing as requested by EBD.</p>	1% of Implementation Fee for each required meeting not attended as required in the RFP or requested by EBD.
	Contractor attends all Open Enrollment Meetings in person as requested by EBD and/or required in the RFP during the sixty (60) day Open Enrollment Period.	5% of monthly invoice fee for each Open Enrollment meeting during the respective month that the Contractor fails to attend as requested by EBD and/or required in the RFP
Reports	Contractor submits annual reports to EBD in the manner required in the RFP by June 1 st of each year.	\$100 per day for each day past the June 1 st deadline for any annual report the Contractor fails to submit to EBD.
	Contractor submits quarterly reports in the manner required in the RFP within forty-five (45) calendar days after the end of each quarter.	\$100 per day for each day after the forty-fifth (45 th) calendar day after the end of the respective quarter for any quarterly report the Contractor fails to submit to EBD.