

**ATTACHMENT D**

The State of Nebraska (the State) and the Contractor will enter into a performance agreement with the standards and guarantees/penalties outlined below at risk each year for the duration of the Contract based on actual performance. The following describes the minimum performance guarantees that the State will include in the contract with the Contractor. The Contractor will self-report results and the State will utilize their decision support vendor and other partners and internal staff to validate reported baseline and results for these outcomes. Contractor agrees to the State's right to independently audit and confirm all results. **All measurements and standards are specific to the State's services, and not to be based on Contractor's performance for their book of business, or any other group that includes non-State members.**

	Service Level	Measurement	Service Level Target	Frequency of Measurement and Assessment	Assessments
<b>Implementation and Go Live Dates</b>					
1	All services outlined in the RFP shall take effect/ go live and be fully operational on the initial go live date(s) as specified in the Contract. (excluding ID cards)	<p>Measured and reported no later than one month after the go live date. Per the RFP, the standards for measurement shall include, but not be limited to:</p> <ul style="list-style-type: none"> <li>i. Adherence to implementation timeline</li> <li>ii. Readiness of claims and customer service systems</li> <li>iii. Readiness of eligibility system</li> <li>iv. Completion of plan documents</li> </ul>	100% of services outlined in the RFP will take effect and be fully operational on the go live date(s) as specified in the Contract. There shall be no systems errors. The State Wellness and Benefits team along with IT Support shall have online access to all tools no less than 30 days prior to the effective date.	One-time	\$20,000 for the first day and \$2,000 for each subsequent calendar day the deadline that the administrative services are not fully operational.
2	All services outlined in the RFP shall take effect/ go live and be fully operational on the annual go live date for each plan year. (excluding ID cards)	<p>Measured and reported no later than one month after the go live date. Per the RFP, the standards for measurement shall include, but not be limited to:</p> <ul style="list-style-type: none"> <li>i. Adherence to annual enrollment timeline</li> <li>ii. Readiness of claims and customer service systems</li> <li>iii. Readiness of eligibility system</li> <li>iv. Completion of plan documents</li> </ul> <p>The response level must be maintained each month.</p>	100% of services outlined in the RFP will take effect and be fully operational on the go live date(s) as specified in the Contract. There shall be no systems errors. The State Wellness and Benefits team along with IT Support shall have online access to all tools no less than 30 days prior to the effective date.	Annually	\$10,000 for the first day and \$1,000 for each subsequent calendar day the deadline that the administrative services are not fully operational.
<b>Claims Processing</b>					

	<b>Service Level</b>	<b>Measurement</b>	<b>Service Level Target</b>	<b>Frequency of Measurement and Assessment</b>	<b>Assessments</b>
<b>3</b>	Claims Processing (self-funded medical plan for non-Medicare members): Turnaround Time (TAT)	TAT will be calculated using all claims received each month, including any that need review, and results will be based on aggregate statistics for the applicable period. Contractor will submit Claims Time to Process and Claims Inventory reports monthly. A clean claim is defined as original submission with all requested information.	95% of all clean claims will be paid or denied within 12 Business days. 99% of all claims shall be paid or denied within 45 calendar days of receipt (excluding claims subject to appeal or medical review).	Measured Monthly and Assessed Quarterly	\$2,500 for each percentage below the standard for clean claims and \$2,500 for each half percentage below the standard for all claims.
<b>4</b>	Financial accuracy of claims processed	To determine the financial accuracy rate, the total payment amount reviewed minus the absolute value of overpayments and underpayments is divided by the total amount reviewed.	99.55% or greater	Measured Quarterly and Assessed Quarterly	\$2,500 for each tenth of a percentage below the standard.

	Service Level	Measurement	Service Level Target	Frequency of Measurement and Assessment	Assessments
5	Claims Processing (self-funded medical plan for non-Medicare members): Accurately implement annual Benefits or Program Changes.	Contractor will accurately and correctly implement and administer any annual benefit or program changes. Contractor will provide report documenting implementation of benefit or program changes within 15 calendar days of benefit or program change requests.	100%	Ongoing/ per occurrence	Administrator will reimburse the State 100% of the value of the error(s) if the Administrator's error results in a loss to the State or its non- Medicare members. If the Administrator's error results in a loss to the Administrator, the State will not be responsible for making the Administrator whole for the resulting loss.  Additionally, \$1,000 per day will be assessed, measured from the date the Administrator was notified, or self-identified, the error until the date the error is accurately corrected in the Administrator(s) system(s).
6	Mail Service Non-Financial Accuracy	Contractor will accurately and correctly dispense prescriptions at mail service pharmacies. Retail Paper Claim Processing 98% of clean claims requiring no intervention processed within an annual average of 5 business days. 99.9% of clean claims requiring no intervention processed within an annual average of 10 business days. Mail Order Average Dispensing Time 95% in an average of 2 days for clean prescription orders or prescription orders requiring no intervention. 90% in an average of 4 days for prescription orders requiring intervention - measured annually.	The mail service pharmacy shall guarantee dispensing accuracy of at least 99.996% (correct participant name, correct participant address, correct drug, correct dosage form, and correct strength)	Measured Quarterly and Assessed Quarterly	\$2,500 for each tenth of a percentage below the standard.

	<b>Service Level</b>	<b>Measurement</b>	<b>Service Level Target</b>	<b>Frequency of Measurement and Assessment</b>	<b>Assessments</b>
7	On-line availability of Contractor's claims adjudication and related system platforms	Downtime is any time a Contractor's system (adjudication or related system such as eligibility, etc.) is unavailable for any reason other than scheduled maintenance downtime for which the State has received prior notice in accordance with the terms of this Contract. Contractor will provide quarterly reports to the State for review.	System available at least 99.5% of the time, excluding scheduled maintenance downtime.	Measured Quarterly and Assessed Quarterly	\$2,500 for each tenth of a percentage below the standard.
8	Overall system downtime (for the State view only access)	Downtime is any time a Contractor's system (adjudication or related system such as eligibility, etc.) is unavailable for any reason other than scheduled maintenance downtime for which the State has received prior notice in accordance with the terms of this contract. Contractor will provide quarterly reports to the State for review.	The State will have access to Contractor's system (view only access to claims processing, eligibility, etc. - as stipulated in the RFP and your response) at least 99.5% of the time, except for scheduled maintenance.	Measured Quarterly and Assessed Quarterly	\$2,500 for each tenth of a percentage below the standard.

	Service Level	Measurement	Service Level Target	Frequency of Measurement and Assessment	Assessments
<b>Eligibility</b>					
9	Eligibility Loads (Initial and Open Enrollment)	Initial and Open Enrollment clean eligibility files will be loaded within 3 business days of receipt.	Loaded accurately, in use, and notification transmitted to the State following 3 business days of receipt.	Ongoing/ per occurrence	\$5,000 for each business day that the standard is not met.
10	Eligibility updates (weekly)	Weekly clean eligibility files will be loaded in the same business day the State or its data partner transmits the data.	Loaded accurately, in use, and notification transmitted to the State in the same business day the data was transmitted.	Measured Monthly and Assessed Quarterly	\$1,000 for each business day that the standard is not met.
11	ID Cards	100% of Members ID cards are mailed within ten (10) business days of open enrollment eligibility posting. Replacement ID cards and/or newly eligible member ID cards must be mailed within three (3) business days of notification.	100% of Members ID cards are mailed within ten (10) business days of open enrollment eligibility posting. Replacement ID cards and/or newly eligible member ID cards must be mailed within three (3) business days of notification.	Measured Daily and Assessed Quarterly	\$5,000 for each business day that the standard is not met.
<b>Network</b>					
12	Compliance with Access Standards	Contractor shall submit Geo Access reports demonstrating compliance with Provider access standards as defined in the Provider Network section of the RFP.	A minimum of 90% of plan members will have access to network providers as defined in the RFP.	Measured and Assessed Quarterly	\$2,500 for each percentage below the standard.
13	Provider Turnover	Contractor will monitor turnover rates and provide notice to State staff and members of all Provider Turnover within 30 days of termination. Notice includes complete terminations of providers from the network as well as notice of providers ceasing to offer services at a specific location but remaining in the network and practicing at other locations	100% of Provider Turnover reported to State staff and members within 30 days of termination.	Reported Quarterly, Assessed Annually	\$2,500 for each percentage below the standard.
14	Retail Network Access	To ensure that State members have sufficient access to a stable pharmacy network of providers, Contractor shall submit Geo Access reports demonstrating compliance with pharmacy network provider access standards as defined in the RFP.	Less than 5% of retail network pharmacies will leave the network quoted in the RFP.	Measured Quarterly and Assessed Annually	\$2,500 for each percentage below the standard.

	Service Level	Measurement	Service Level Target	Frequency of Measurement and Assessment	Assessments
15	Balance Billing	Contractor will monitor member reports to ensure network providers and pharmacies do not balance bill members.	Network providers will not balance-bill members.	Reported per Occurrence, Assessed Annually	\$1,000 for each occurrence of balance billing.
<b>Member Service</b>					
16	Average Speed of Answer (ASA)	The response level must be maintained each month. ASA will be measured by Contractor's standard internal call reports produced by Contractor's automated phone system for all State Member calls. These reports shall be submitted to the State weekly for monitoring purposes and standard will be measured monthly and summarized in quarterly reports.	95% of all inbound Member calls selecting the IVR will be answered within 10 seconds or less on average, and 30 seconds for member calls selecting a live Member Service Representative (MSR). This excludes calls abandoned before answering.	Measured Monthly and Assessed Quarterly	\$2,500 for each percentage point below the threshold for a month, measured separately for IVR and live MSR inbound calls.
17	Telephone Abandonment Rate	The response level must be maintained each month. The abandonment rate will be measured by Contractor's standard internal call reports produced by Contractor's automated phone system for all member calls. These reports shall be submitted to the State monthly for monitoring purposes and summarized in quarterly reports.	Average call abandonment rate will be equal to or less than 3%.	Measured Monthly and Assessed Quarterly	\$2,500 for each percentage point below the threshold for a month.
18	First Call Resolution	The response level must be maintained each month. The rate of the number of calls that are resolved with one phone call to Member Services will be measured by the Contractor's internal reports which will be submitted to the State monthly for monitoring purposes.	90% of calls to Member Services shall be resolved on the First Call	Measured Monthly and Assessed Quarterly	\$2,500 for each percentage point below the threshold for a month.
19	Written Inquiries	Contractor must maintain the service level target each month.	Administrator will resolve 98% of all written inquiries within 10 business days of receipt of inquiry.	Measured Monthly and Assessed Annually	\$2,500 for each percentage point below the threshold for a month.

	Service Level	Measurement	Service Level Target	Frequency of Measurement and Assessment	Assessments
20	Timeliness of resolution for grievances, complaints and appeals	The response level must be maintained each month. All grievances, complaints and appeals will be addressed and resolved in a timely manner as reported by Contractor's standard reports submitted to the State on a monthly basis for monitoring purposes.	95% of grievances, complaints and appeals will be resolved within 30 calendar days per the Department of Labor (DOL) standard.	Measured Monthly and Assessed Quarterly	\$2,500 for each percentage point below the threshold for a month.
21	Mail Turnaround – Prescriptions not requiring intervention	Contractor must maintain the service level target each month.	95% of prescriptions dispensed within average of 2 business days and 100% within average of 3 business days.	Measured Monthly and Assessed Annually	\$2,500 for each percentage point below the threshold for a month.
22	Mail Turnaround – Prescriptions requiring intervention	Contractor must maintain the service level target each month.	95% of prescriptions dispensed within average of 4 business days and 100% within average of 5 business days.	Measured Monthly and Assessed Annually	\$2,500 for each percentage point below the threshold for a month.
23	Paper Claims Turnaround	Contractor must maintain the service level target each month.	95% of prescriptions reimbursed within average of 10 business days and 100% within average of 14 business days.	Measured Monthly and Assessed Annually	\$2,500 for each percentage point below the threshold for a month.
24	Dispensing Accuracy Rate	Specialty pharmacy prescriptions dispensed with the correct drug and strength.	99.99%	Measured Monthly and Assessed Quarterly	\$2,500 for each percentage point below the threshold for a month.
25	Prior Authorization	Prescriptions that are subject to prior authorization review according to the benefit rules will trigger an authorization review	99%	Measured Monthly and Assessed Quarterly	\$2,500 for each percentage point below the threshold for a month.
26	Prior Authorization (PA) Request Turnaround Time	Contractor shall submit monthly reports of PA activity to the State and results will be based on PA request and appeals meeting the turnaround standard 100% of the time each month. Standard measured monthly.	100% of initial requests must be completed within 24 calendar hours of time of receipt and 100% of first level appeals within 3 business days of receipt of all necessary information.	Measured Monthly and Assessed Quarterly	\$2,500 for each percentage point below the threshold for a month.

	Service Level	Measurement	Service Level Target	Frequency of Measurement and Assessment	Assessments
27	Generic Fill Rate	<p>Contractor will provide the State with a generic potential fill rate guaranteed level. Upon the State's acceptance of the Contractor's proposed Generic Fill Rate, the Contractor will achieve the generic fill rate target upon the State's approval of Contractor's proposed programs. Contractor will provide annual report. Standard measured annually.</p> <p>FORMULA: The number of generic Rx's divided by ALL Rx's [generic + Multiple Source Brand (MSB) + Single Source Brand (SSB)]*</p> <p>*This guarantee excludes compounds</p>	Annually the Contractor will improve the State's generic fill rate by a rate that is mutually agreed to by Contractor and the State.	Measured Annually and Assessed Annually	\$5,000 for each percentage point below the target rate for each contract year.



	Service Level	Measurement	Service Level Target	Frequency of Measurement and Assessment	Assessments
<b>Data Transmittal</b>					
28	Transmittal of Claims and Other Data	Contractor must provide transmittal of claims and other relevant data to any third parties as identified by the State. This standard shall be reported to the State monthly and measured in concurrence with the data feed frequencies.	Contractor will provide accurate data feeds within mutually agreed to time frame(s) to be determined after assessing the needs of the State and its vendors.	Measured Monthly and Assessed Quarterly	\$5,000 for each occurrence in which an agreed upon time frame is not met.
29	Contractor will provide access to data required to properly process claims in coordination with the HSA and any relevant benefit components.	Contractor will provide access to data required to properly process claims in coordination with the HSA and any relevant benefit components. HSA information includes the daily exchange of both medical and pharmacy related claims data from the Administrator to the HSA vendor	This standard shall be reported to the State monthly and measured daily, subject to an annual review/audit by the State, or an agent selected by the State.	Measured Daily and Assessed Quarterly	\$1,000 for each occurrence in which access to data is not provided per the mutually agreed upon time frame.
<b>Communications</b>					
30	Approval of Communications	Correspondence and information (whether written, electronic, telephonic, or in any other medium or form) developed by the Contractor and intended for Members, (e.g., open enrollment materials, network changes) must be reviewed and approved by the State prior to dissemination. This standard will be measured quarterly if any communications materials were developed during the previous quarter.	Contractor will submit correspondence and information to the State for review and approval prior to dissemination.	Measured and Assessed Quarterly	\$5,000 for each occurrence any communication is disseminated without review and prior approval.
<b>Website</b>					
31	The Contractor's website for the State members will offer online, real-time access, except for scheduled maintenance.	This standard shall be reported to the State monthly and measured monthly.	Contractor website for the State members available and fully operational 100% of the time, except for scheduled maintenance.	Measured Monthly and Assessed Monthly	\$5,000 for each percentage point below the threshold for a month.
<b>Reporting</b>					

	Service Level	Measurement	Service Level Target	Frequency of Measurement and Assessment	Assessments
32	Create and deliver Standard Management Reports for medical and pharmacy benefits reporting as described in the RFP	Contractor must provide Standard Management Reports for medical and pharmacy benefits reporting as described in the RFP by the specified timeframes.	98% of standard reports will be delivered to the State within 3 business days of the request and/or no later than 30 days following the end of the reporting period (i.e., quarterly, monthly, annually).	Measured by the specified report receivable timeframe and Assessed Annually	\$5,000 per day for each business day that the standard is not met.
33	Accuracy of Standard Medical Reports	Contractor must provide accurate Standard Medical Reports as described in the RFP.	All standard medical reports provided will be 100% accurate.	Measured by the specified report receivable timeframe and Assessed Annually	\$5,000 per day for each business day that the standard is not met.
34	Ad-hoc Reports	Contractor must provide requested ad-hoc reports by the specified timeframe.	90% of Ad-hoc reports will be delivered to State within 7 business days of the request. Ad-hoc reports are defined as reports that are not part of the vendor's standard reporting package	Measured by the specified report receivable timeframe and Assessed Annually	\$5,000 per day for each business day that the standard is not met.
34	Online Reporting Data Availability	Contractor must provide real-time access to online reporting data.	Online reporting data will be available within an annual average of fifteen (15) business days after the billing cycle that contains the last day of the month.	Measured Quarterly and Assessed Annually	\$2,500 per day for each business day that the standard is not met.

	Service Level	Measurement	Service Level Target	Frequency of Measurement and Assessment	Assessments
<b>Satisfaction</b>					
36	Client Satisfaction	Achieve satisfaction (defined as "top two-box" satisfaction/ approval using an approved standard 5 pt. survey tool) on a survey completed by State staff members assessing satisfaction with the client services team, the medical management team, overall implementation, reporting and analytics. The survey should specifically assess satisfaction with the Contractor's Operations Director and Implementation Manager.	90% or better satisfaction rate	Measured Quarterly and Assessed Annually	\$5,000 for each percentage point below the threshold
37	Member Satisfaction	Achieve member satisfaction (defined as "top two-box" satisfaction/ approval using an approved standard 5 pt. survey tool) with program. The survey will be sent to all participants and based upon the State's specific results.	90% or better satisfaction rate	Measured Quarterly and Assessed Annually	\$5,000 for each percentage point below the threshold
38	Contract Drafting Cooperation	Contractor will respond to recommended contract language changes within the appropriate timeframe.	Response to recommended contract language changes within 10 business days.	Measured bi-weekly until contract is signed and fully executed	\$1,000 per day for each business day that the standard is not met.
<b>Data and Security</b>					
39	SOC1 Report (type 2)	Contractor is required to submit Service Organization Control reports, as outlined in the RFP, based upon service(s) performed on behalf of the State.	The required SOC 1 report will be delivered by the 5th business day of December by 12:00 PM CT.	Annually	\$5,000 per business day that each SOC report is late. \$10,000 for each report that is not delivered by the 10th business day of December.
<b>External Audits</b>					
40	Provide Complete Response to Data Request	Contractor shall provide complete response to data requested by the State or its third-party audit partner.	Within 30 days of request.	Measured and Assessed 30 days after the audit is completed.	\$2,500 per day, for each day the standard is not met.

	<b>Service Level</b>	<b>Measurement</b>	<b>Service Level Target</b>	<b>Frequency of Measurement and Assessment</b>	<b>Assessments</b>
41	Responding to Data Reconciliation Requests	Contractor shall provide data reconciliation requested by the State or its third-party audit partner.	Within 10 business days of request.	Measured and Assessed 30 days after the audit is completed.	\$2,500 per day, for each day the standard is not met.
42	Audit Resolution	Within 6 months of identification and notification to Contractor by the State or its designee.	100%	Measured and Assessed 30 days after the audit is completed.	\$2,500 for each percentage point below the threshold