

Attachment S - Service Level Agreements

Item	Category	Description	Specifications	Maximum Penalty*
1. AVAILABILITY SCHEDULE (AS)				
AS1	Production Environment Hours of System Availability	The hours that the production environment needs to be operational and available. This SLA also applies to the failover and disaster recovery environments when they are used for production.	Access Hours: 24 hours / day, 7 days a week, except for scheduled maintenance during specified time periods agreed upon by the Department or as otherwise requested by vendor and agreed upon by DOH. DOH and vendor will mutually determine the go-live date for the vendor system associated with this SLA (DOH interim solution expected for the next 6 months). vendor routinely performs system back-up and batch processing during "off hours" (i.e. between midnight and 6am). During this time, the system will be accessible; however, response time may be impacted. vendor will not be held to response time SLA's during these hours.	\$100 for each unplanned disruption in production environment.
AS2			System availability requirement is one-hundred percent (100%) except as specified above. 100% system availability is not practically possible for IT solutions. This SLA will be interpreted and measured as system availability will be equal to or greater than 98%.	
AS3			Department and EI Vendor system Users must be notified of scheduled downtime as soon as possible, but no later than 24 hours in advance. Notification of scheduled downtime will be posted on the Web Portal with date/time stamp. Vendor will supply DOH with regular maintenance schedule. In cases of emergency maintenance needs vendor will notify the Department of the immediate need for scheduled downtime. Following the Department's acknowledgement of emergency downtime, the system may be brought down with less than 24 hours notice and without assessment of penalty if agreed upon by DOH.	\$100 for each failure to notify the Department or users of scheduled downtime in a timely manner.
2. PROCESSING PERFORMANCE (PP)				
PP1	Electronic Log Files	Vendor maintains management logs to track all electronic files.	The contractor must maintain the necessary data in appropriate log files to measure its performance against the SLAs defined in this RFP. If the Department notifies the contractor that damages will be assessed because of non-conformance with an SLA and the log files are not maintained or are damaged in such a way that the contractor cannot substantiate its performance against an SLA, it will be construed that the contractor did not meet the SLA in question. DOH will notify vendor of the need to maintain any new management log with at least 30 days prior notice. vendor will have at least 30 days to draft a mock log based on DOH specifications. vendor will have at least 30 days to test/validate the log.	The penalty for the appropriate SLA(s) will be assessed.
PP2	Electronic Claims Adjudication	Provider uploaded 837 claim files will be sent to the vendor claims data repository for pre-adjudication validation. Claims are pended and passed to the legacy systems for validation of approved and denied claims.	Adjudicate a minimum of ninety eight percent (98%) of all claims (including invalid claims) within one (1) business day of receipt. Time during which claims are under review by the Department will not count toward the adjudication standard. Performance will be measured based on the review of all claims received during the month. For example, if 1,000 claims were submitted in a month, vendor would be required to adjudicate at least 980 claims within 1 business day of receipt. Any claims that exceed 1 business day (e.g. the 21st claim) will be assessed a penalty. Claims not adjudicated in the required time period, for reasons outside the control of vendor, will not be included in the calculation of the 2%.	\$.25/claim for each claim that was not adjudicated within one (1) business day of receipt.
PP3		Upon validation, if other insurance is identified - approved claims are sent to commercial insurance carrier or Medicaid plan for processing. <u>If there are multiple commercial insurance policies vendor will identify and process claims through each policy as needed to adjudicate claims.</u> If no other insurance is identified – the claim is included on the biweekly payment owed for non-covered services report.	The Department will not unduly delay its review of claims.	

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PP4	Electronic Claims	Vendor will process payer initiated reversals received on inbound 835 files.	Reprocess erroneously denied claims within three (3) business days of discovery of erroneous denial. Performance will be measured based on the review of all reprocessed claims during the month. For example, if 1,000 claims were reprocessed in a month, vendor would be required to adjudicate at least 980 claims within 3 business day of discovery of improper denial. Claims that exceed 3 business days (e.g. the 21st claim) will be assessed a penalty. Claims not reprocessed in the required time period, for reasons outside the control of vendor, will not be included in the calculation of the SLA.	\$.35/claim for each claim for each occurrence processed incorrectly.
PP5	Adjudication	Once the claim reversals are reviewed, vendor will reprocess the claims and generate a new remittance advice explaining the reason for the adjustment.		
PP6	Claims Payment	Vendor will generate biweekly outbound 835 files and remittance advices to submit to providers.	Perform provider payment cycles on the schedules included in the RFP. In the event that vendor does not generate outbound 835 files and remittance advices to submit to providers due to actions solely within vendor's control, penalties would be based solely on the value of outbound 835 files that were not generated - not the total value of paid claims within the payment cycle.	1% of total amount of paid claims in payment cycle.
PP7	Non-Electronic Claims Adjudication	Vendor's Customer Service Center converts paper claims to 837 files. In the conversion process, the receipt date of each paper claim is captured within the file. Once the files are converted – they are then uploaded and processed as electronic claims.	Claims adjudication is posted within seven (7) calendar days of receipt by the contractor. Data received must be sufficient to allow proper identification and posting to vendor system accounts in order for penalties to apply. For example, if there is missing information related to the service rendered or the payor, vendor may be unable to post the records. A claim for purposes of this SLA will constitute a 1500 claim form, not individual service lines. In the event that daily or weekly non-electronic claim volume exceeds the quarterly average by more than 100%, vendor will receive additional time for posting, upon agreement and acknowledgement by DOH. Vendor will review provider entered insurance information form EOBs for accuracy and notify the department and the provider of any discrepancies.	\$.75/claim for each claim that was not processed within the seven (7) calendar days.
PP8	Inbound Files	Vendor will receive and post inbound 835 payment files and 837 claims files for processing.	Process inbound files within two business days of receipt of the file. Inbound payment and claim files received must be accepted into our web portal in order for penalties to apply. For example, if there is missing information related to the service rendered or provider, the Web Portal may not accept the file and thus the SLA would not apply. The vendor system will provide acknowledgements (999 and 277 responses) to providers on files / records to notify them of their acceptance, status and/or rejection.	\$100 per file per day.
PP9	Early Intervention Rate Files	Vendor will receive and upload county fee schedules.	Reference data to price claims must be current and processed as of the effective date specified by the Department. DOH will notify vendor of changes in county fee schedules at least 60 days in advance of implementation including changes associated with clients and/or municipalities moving into different fee categories. Data from DOH must include detailed specifications and accurate information to allow for proper upload. Penalty will be assessed on net over/underpayment for the month that vendor was not able to correct with the provider.	Amount of any overpayment or underpayment for claims processed using out-dated files plus one percent (1%)
PP10	All Other Outbound Files	Vendor will process and load all other outbound files per written request by DOH.	Send outbound files within two business days of processing. DOH will provide a distribution list and specific instructions on the details of the outbound files as part of the written request.	\$100 per file.
PP11	Notification of Errors With Inbound and Outbound Files Reconciliation	Vendor will notify DOH of any discrepancies, errors, failed file transmissions, or abnormal interactions with external interface during file transfer process formats.	Support and monitor the processing of transaction files and notify the Department of all transactions that have not been processed successfully. This notification must take place no later than one (1) business day of transaction processing date. DOH shall provide a more complete definition of errors requiring notification. Notice may include posting of variance reports within the Web Portal.	\$500 for each occurrence of failure to notify the Department in a timely manner.
PP18	Reporting	<u>No less than every six months, review and update support materials on the web portal if information is not up to date, obsolete or inaccurate.</u>	<u>When updates of support material on the web portal are made, vendor will submit a detailed report describing the updates, why the updates were necessary and when they became or will become effective. This report will be submitted as needed.</u>	

3. BATCH TRANSACTION PROCESSING PERFORMANCE (BP)

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BP1	Batch Transactions Acknowledgement	Vendor's core system allows providers to submit original, void or replacement claims in HIPAA compliant 837 files through a secure vendor system web portal. Core system can also accommodate 837 files generated from the NYEIS and proprietary KIDS files (converted to 837 files) submitted via the web portal. Once 837 files are uploaded – claims are edited (HIPAA compliant program). Upon acceptance or rejection, a 999 acknowledgement is generated via the web portal.	Acknowledge the receipt of batch transaction files to the originator for all batches received on any given calendar day. Acknowledgement must be within two (2) business days. Batch transaction files received must be accepted into our web portal in order for penalties to apply. If the Web Portal does not accept the file, the SLA would not apply. The vendor system will provide acknowledgements (999 and 277 responses) to providers on files / records to notify them of their acceptance, status and/or rejection.	\$100 per file not responded to within the appropriate time.
BP2	Batch Transactions Response	Vendor's core system will generate a 999 acknowledgement once a claim file is accepted or rejected. An unsolicited 277 response will be automatically generated for providers via the web portal as part of acknowledgement process.	Acknowledge the receipt of batch transaction files to the originator for all batches received on any given calendar day. Acknowledgement must be within one (1) business day. Batch transaction files received must be accepted into our web portal in order for penalties to apply. If the Web Portal does not accept the file, the SLA would not apply. The vendor system will provide acknowledgements (999 and 277 responses) to providers on files / records to notify them of their acceptance, status and/or rejection.	\$100 per file not responded to within the appropriate time.
BP3	Eligibility Transactions	Vendor will accept updated eligibility files provided via secure FTP site weekly. vendor will also accept 270 eligibility request files and create 271 files in response to eligibility requests.	Eligibility requests must be processed within one (1) business day. For the purposes of this SLA, "processed" is defined as received, acknowledged and initial actions taken within 1 business day. "Processed" is not defined to mean that all eligibility actions must be completed in 1 business day. Eligibility requests must be sufficient to allow proper identification of individuals in order for penalties to apply. For example, if required information is missing, vendor may be unable to process the request. In the event that daily or weekly eligibility request volume exceeds the quarterly average by more than 100%, vendor will receive additional time to respond, upon agreement by DOH.	\$10 per eligibility file not processed within the appropriate time.
BP4	All real-time transactions including but not limited to Web Portal based applications and other real-time connections	Vendor's Web Portal based applications provides access to real-time transactions. Real-time transactions include individual transactions not reports. Inquiries include: eligibility inquiries, claim status, payment status, etc.	Response time for users accessing the vendor system via real time transactions must not be greater than ten (10) seconds. The contractor must meet this SLA for each day during both peak and non-peak hours. The SLA is measured daily and reported monthly. If slower than ten seconds, needs a percent done indicator and clearly signed, posted way to cancel the transaction. Response time may be impacted during routine system back up and batch processing during off hours. vendor and DOH must mutually agree on and formally document which transactions will meet real-time standards. Response time for users will be measured as statistically valid, average response time during peak and non-peak hours. Note: vendor routinely performs system back-up and batch processing during "off hours" (i.e. between midnight and 6am). During this time, the system will be accessible; however, response time may be impacted. SLAs will not apply during this time period.	\$50 per hour or any portion thereof that response time does not meet the times designated.
4. OPERATIONAL REPORTING (OR)				
OR1	1099 Reporting	Vendor will send all 1099 earnings reports to providers and municipalities.	Produce and mail to providers 1099 earnings reports in accordance with Federal and State regulations. vendor will submit a register of 1099 earning reports to DOH for review and approval prior to distribution to providers. vendor is not liable for penalties associated with data approved by DOH, or 1099 earnings reports errors that are the result of inaccurate data provided by DOH or providers. This penalty shall not be applied if greater or equal to 98% of 1099s are produced accurately and timely.	\$16,000 if 1099's are not accurate or produced and distributed on time.
OR2	1099 Reporting	Maintain a log of original and corrected 1099 reports – including maintenance of a log.	Produce and transmit electronically original and corrected 1099 files for the IRS and NYS Department of Tax and Finance in accordance with Federal and State regulations vendor will submit a register of original and corrected 1099 earning reports to DOH for review and approval prior to distribution to the IRS and the NYS Department of Tax and Finance. vendor is not liable for penalties associated with inaccurate data provided by DOH or providers or delays related to DOH approval. This penalty shall not be applied if greater or equal to 98% of 1099s are produced accurately and timely.	\$16,000 plus any penalties imposed on the Department by the IRS if 1099 files are not accurate or produced and distributed on time.

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OR3	Required Reports	Minimum required reports which must be available to users, including Department staff, providers, municipalities and third party payors as described in Section 4.5 n of the RFP.	Produce, maintain and provide easy-to-use Web-based library of canned reports for viewing, printing and download as Word and PDF documents on-line, ad-hoc reporting capability to include export of data in comma-separated values (CSV) file format. DOH shall formally document inaccuracies so that they can be verified and corrected. For this SLA, a report shall constitute a standard report format rather than a set of data in a standard report format for each provider or municipality. For example, if there is a problem with a report format that impacts multiple providers, this would constitute one report even though it impacts more than one provider.	\$100 per report that is not accurate, excluding inaccuracies due to data prior to submission to the vendor or produced and available to users in accordance with a schedule agreed upon by the Department and the contractor.
5. CUSTOMER SERVICE CENTER (CS)				
CS1	Hours of Call Center Availability	The hours the Call Center must be operational and available.	Access Hours: 7 AM – 7 PM, Monday - Friday. Excludes national and agreed upon state holidays as well as other occurrences when state offices are closed (i.e. weather related instances for non-essential staff). In addition, vendor will schedule periodic trainings and meetings on vendor system operations during non-peak times that will involve call center staff. vendor will employ overflow / back-up procedures during these times, or may temporarily suspend access to the call center with 3 business days notice to users. The notice will include the time period for which access will be suspended. SLAs will not be applied to these time periods.	\$100 per hour or any portion thereof that the call center is not available.
CS2	Call Center Responsiveness	Average Speed to Answer: This SLA measures the average speed in which agents answer calls. An answer is defined as an agent/system speaking to a caller.	Average Speed to Answer: Calls must be answered within four (4) rings or fifteen (15) seconds. If an automatic voice response system is used as an initial response to inquiries, an option must exist that allows the caller to speak directly with an operator. Total hold time for an operator shall be equal to no more than two (2) minutes for ninety-eight percent (98%) of the calls that are put on hold for the daily peak and non-peak times. To meet industry standards we recommend that hold time be expanded to 5 minutes. DOH was unable to provide dependable projections of call volume in order to properly project adequate staffing. As a result, vendor requests a grace period of 3 months after the vendor system go live date before penalties apply. Ongoing: In the event that call volume exceeds the hourly average for the month by more than 200%, this measure will be suspended until volume per hour returns to 200% of the monthly average.	\$100 per hour or any portion thereof that the calls are not serviced as per the specifications.
CS3		Hold Time: This SLA measures the total amount of time a customer spends on hold and does not include time associated with caller selections within system.	Hold Time: At least ninety-eight percent (98%) of the callers that are placed on hold for the daily average at peak time and non-peak time cannot remain on hold for more than thirty (30) seconds. This SLA will be measured daily but reported out monthly. For the purposes of this SLA, "placed on hold" is defined as any additional hold time, prior to the call being actively management by an agent. DOH was unable to provide dependable projections of call volume in order to properly project adequate staffing. As a result, vendor requests a grace period of 3 months after the vendor system go live date before penalties apply.	\$100 per hour or any portion thereof that the calls are not serviced as per the specifications.
CS4	Call Center Responsiveness	vendor will ensure that there are sufficient toll free phone lines for callers to call our call center.	Maintain a sufficient number of toll free telephone lines and personnel to staff the lines so that no more than two percent (2%) of incoming calls for the daily average at peak time and non-peak time ring busy. DOH was unable to provide dependable projections of call volume in order to properly project the number of phone lines. As a result, vendor requests a grace period of at least 3 months after the vendor system go live date before penalties apply. Additional time may be required from our telecommunication vendor.	\$100 per hour or any portion thereof that the calls are not serviced as per the specifications.

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CS5	Call Center Responsiveness	The customer service center staff will timely resolve requests or questions. In the event that more time is needed, staff will make a request to DOH.	Resolve all information requests or questions via telephone within five (5) business days. Requests of an unusual nature requiring significant research must be answered as expeditiously as possible. The contractor must notify the Department within two (2) business days of any delayed requests including the estimated response date. For delayed requests, the contractor must send the requesting party, within two (2) business days of receipt of the request, and acknowledgement, including an estimate of how long it will take to answer the question or to provide the request information. Requests must be sufficient to allow proper identification of individuals including accurate and complete contact information in order for penalties to apply. For example, if caller leaves a message but does not leave working phone number, vendor may be unable to process the request. For some requests customer service center staff may not be able to identify that additional time is needed until the 5th day. In these cases we may notify the Department of the need for additional time and request that the penalty be waived.	\$100 dollars per occurrence, up to \$300 per delay.
CS6	Call Log and Contact Management System	The customer service center will maintain a provider log and a contact management system.	Contractor will maintain a log and management system with the name of the provider, the date that customer service center assisted the provider, date and outcome of assisting providers with obtaining and maintain Medicaid information such as enrollment, recertification, management of NPI and other relevant Medicaid information. Vendor will submit a monthly report on this information	
CS7	Medicaid adjudication and payment	Vendor collaborate with EIP providers and where applicable, municipalities, to aggressively work all claims which can and should be successfully adjudicated for full payment by the Medicaid program (all claims for which the child was enrolled in the Medicaid program on the date of service) or commercial insurance if available.	Identify claims that are not being adjudicated by commercial insurance and/or Medicaid. Contact providers to inform them of such claims. If necessary, work with the providers to get the claims adjudicated and paid. Make reports available that indicate the provider and by payor, the number of claims and the amount of the claims.	
6. STAFFING (S)				
S1	Staffing Levels	Vendor will ensure to maintain required staffing levels defined in the Staffing and Organization Plan.	The contractor must meet the minimum staffing levels as stated in the Staffing and Organization Plan for each calendar month. DOH and Vendor shall mutually agree on minimum staffing levels. Staffing levels will be reviewed quarterly to determine whether adjustments are required. Vendor may request waiver of this SLA in cases of unexpected turnover or inability to find adequate replacements in a short period of time.	One-tenth of one percent (0.1%) of the fixed monthly administrative fee for each month minimum staffing levels are not met.
S2			The contractor must fill a vacant key position with qualified staff within thirty (30) calendar days. Key positions are defined in the RFP and proposal. vendor shall be deemed compliant with this requirement if vendor proposes an interim or full-time qualified staff member to DOH but DOH has not provided formal approval of the individual. In addition, vendor shall be deemed compliant if an individual has been approved by DOH; however, their start date is not within the 30 calendar days. vendor may request a waiver of this SLA in cases of unexpected turnover or inability to find adequate replacements in a short period of time.	One-tenth of one percent (0.1%) of the fixed monthly administrative fee for each additional day beyond the initial thirty (30) calendar days the key position remains vacant.

7. QUALITY (Q)

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Q1	Data Quality Management	Vendor will notify Department staff via the Department's formal notification process for instances of data quality defect <u>and what corrective action will be taken and the expected completion date.</u>	The contractor must notify appropriate Department staff via the Department's formal notification process for each occurrence of a data quality defect within twenty-four (24) hours of discovery of occurrence or within twenty-four (24) hours of notification to the contractor of the occurrence. The contractor must notify affected users within twenty-four (24) hours. DOH and vendor will jointly define and outline instances of data quality defect requiring notification. This SLA will take affect not earlier than 30 days following the definition of defects requiring notification. A data defect is defined as a data field, not a data record. Additionally, vendor will notify affected users within twenty-four (24) hours of written approval from DOH. For the purposes of this SLA, data quality defects will be limited to instances in which vendor creates an incorrect data element. The penalty will be applied to the root cause of the defect, not necessarily every instance/record of data quality defects. If incorrect data is supplied by providers, DOH, or other third parties, vendor will not be penalized for the data quality defect.	\$1,000 for each data defect identified. \$100 per each failure to provide notification of a data quality defect as defined in the Data Quality Audit SLA.
Q2	Data Quality Audit	Vendor will monitor and manage the quality of our data to ensure data is defect-free 98% of the time each quarter in the first two years and 99% defect-free each quarter thereafter.	First two years of operation: Requirement, ninety-eight percent (98%) defect-free per quarter. Each successive year of operations: Requirement, ninety-nine percent (99%) defect-free per quarter.	\$1,000 per each occurrence for each quarter that the vendor fails to meet the data defect percentage quality audit requirement for the operations year as defined.
8. BUSINESS CONTINUITY (BC)				
BC1	Backup and Recovery	Backups and recoveries must be executed in accordance with the required/approved business plan identified in Section 4.5 s of the RFP.	Daily and weekly backups must be executed and backups must be stored off site (see Section 4.5 s of the RFP) DOH and vendor will jointly define the data and systems that require back-up in accordance with this policy. For example, to determine whether test systems require back-up or whether links to external data require back-up. An occurrence is defined as a daily/weekly back-up. vendor and DOH must jointly agree on and document the term of retention for back-ups. SLAs will apply not earlier than 30 days following the definition of required back ups.	If backup/recovery strategy is not executed as defined, the Department may assess a penalty of \$1,000 per occurrence.
BC2	Failover and Fallback	Failover and fallback is the capability to immediately switch operations from the production environment to the failover environment in the event technical problems incapacitate the production environment.	Failover and fallback Processes must be executed in accordance with the required/approved business plan per Section 4.5 s of the RFP. DOH and vendor will jointly define the data and systems that require failover and fallback as part of the business plan. A failure is defined as a single event impacting all systems for the duration of the event. SLAs will apply not earlier than 30 days following the above definitions.	\$1,000 for each failure of failover and fallback processes.
BC3	Disaster Recovery	Disaster recovery refers to major disruptions to the production environment. Plans, procedures and infrastructure need to be established and tested to recover from a major disaster and resume daily operations with minimal downtime.	Disaster recovery processes and tests must be executed in accordance with the required/approved business plan per Section 4.5 s of the RFP. DOH and vendor will jointly define the data and systems that require testing as part of the business plan. SLAs will apply not earlier than 30 days following the above definitions.	\$1,000 per occurrence, if the disaster recovery test is not executed as defined.
9. Training				
TR1	Reporting	Training session results	Vendor will supply to the department, at least quarterly if applicable, a report on the number and types of training given, the number of participants at each training and a summary of the participant evaluations and satisfaction surveys of each training.	

*Penalty imposed shall be in addition to Contractor's obligation to indemnify the State in accordance with Article V of the "State of New York Agreement".