

Attachment E: Performance Guarantees

It is critical to the success of the State's post payment claims review services that the Contractor operates in a timely manner. It would be impracticable and difficult to repair that actual damage sustained by the State in the event of certain delays or failures in post payment claims review services. The Department and Contractor, therefore, agree that in the event certain delays and failures, the amount of damage that will be sustained will be the amounts set forth in this Attachment. Further, Contractor agrees that in the event of any such failure of performance, Contractor shall pay such amount as liquidated damages and not as a penalty. At its option, the Department may, for any amount due to the State as liquidated damages, deduct such amount from any money payable to the Contractor or may bill the Contractor as a separate item.

PG #	Performance Indicator	Standard/Goal	Measurement Criteria	Frequency of Measurement	Liquidated Damages	Measurement Methodology (<i>formula to measure results</i>)
I. Implementation						
PG-1	Final Implementation Plan	The Contractor shall provide a final Implementation Plan inclusive of all the details described in AR-1 to the Department no later than the date specified.	Delivery no later than fifteen (15) days after the execution of the contract.	One time measurement.	\$1,000 per day for each Calendar Day past the due date that the final Implementation Plan, inclusive of all details is not received by the Department.	Contractor shall provide the final implementation plan within fourteen (14) Calendar Days following the execution of the Contract.

II. Security						
PG-2	No Offshoring of State Account Information	The Contractor must perform the Services under this Contract in the United States.	100 percent (100%) of Services provided under this Contract must performed in the United States, i.e., routing, imaging, storing, analyzing, auditing or reviewing State account data. State of Florida account data must not be sent by medium, transmitted or accessed outside the United States.	Per incident	\$4,000 per incident with a maximum of \$20,000 per event.	Group of incidents relating to common set of facts (i.e. same location, same time period, same off shore entity) will be treated as a single event.
III. Reporting and Deliverables						
PG-3	Claims Overpayment Report	Reports and Deliverables that are provided to the Department shall be accurate.	100 percent (100%) of all reports and Deliverables provided to the Department shall be both mathematically accurate and substantively accurate.	Monthly	\$1,000 per report of deliverable.	Per each determination of failure, ie, omission, inaccuracy, error.
	Standard Reports	Reports and Deliverables that are provided to the Department shall be accurate.	100 percent (100%) of all reports and Deliverables provided to the Department shall be both mathematically accurate and substantively accurate.	Weekly, Monthly, Quarterly, Annually	\$1,000 per report of Deliverable.	Per each determination of failure, i.e., omission, inaccuracy, error.

	Ad Hoc Reports	Reports and Deliverables that are provided to the Department shall be accurate.	100 percent (100%) of all reports and Deliverables provided to the Department shall be both mathematically accurate and substantively accurate.	Within 72 hours after the receipt of the request.	\$1,000 per report of Deliverable.	Per each determination of failure, ie, omission, inaccuracy, error.
	Final Annual Claims Audit Report	Reports and Deliverables that are provided to the Department shall be accurate.		Annually during the Contract term.	\$1,000 per report of Deliverable.	Per each determination of failure, ie, omission, inaccuracy, error.
PG-4	Timeliness of Documentation, Deliverables and Reports					
	Claims Overpayment Report	All reports and Deliverables shall be delivered to the Department within the time period specified.	100 percent (100%) of all reports and Deliverables provided to the Department shall be timely.	Monthly	\$250 per day for each Calendar Day past the due date that a report or Deliverable is not received.	For each monthly Claims Overpayment Report, provide to the Department by 15 th of the following month.
	Standard Reports	All reports and Deliverables shall be delivered to the Department within the time period specified.	100 percent (100%) of all reports and Deliverables provided to the Department shall be timely.	Weekly, Monthly, Quarterly, Annually	\$250 per day for each Calendar Day past the due date that a weekly, monthly or quarterly report or Deliverable is not received.	Weekly: provide by the following Friday; monthly, quarterly and annually, provided within fifteen (15) business days of the following month, quarter or annual period.

	Ad Hoc Reports	All reports and Deliverables shall be delivered to the Department within the time period specified.	100 percent (100%) of all reports and Deliverables provided to the Department shall be timely.	Within seventy-two (72) hours after the receipt of the request.	\$250 per day for each Calendar Day past the due date that a report or Deliverable is not received.	Per each report provided untimely.
	Final Annual Claims Audit Report	All reports and Deliverables shall be delivered to the Department within the time period specified.	100 percent (100%) of all reports and Deliverables provided to the Department shall be timely.	Annually during the Contract term	\$1,000.00 per day for each Calendar Day past the due date that a report or Deliverable is not received.	Per each report provided after November 1st of each reporting period ending June 30th.
PG-5	Accuracy of claim overpayment documentation transmitted to the TPA and HMO service providers	All documentation provided to the TPA and HMO service providers shall be accurate.	All reports and Deliverables shall be 100 percent (100%) accurate, mathematically and substantively.	Weekly and biweekly during the Contract term.	\$1,000 per report of deliverable.	Per each determination of failure, i.e.: omission, inaccuracy, error.
PG-6	Claims overpayment claims documentation timely transmitted to the TPA and HMO service providers	All documentation provided to the TPA and HMO service providers shall be accurate and timely.	All reports and Deliverables shall be delivered to the TPA and HMO service provider, and Department within the time period specified.	Weekly and biweekly during the Contract term.	\$1,000.00 per day for each Calendar Day past the due date that a report or Deliverable is not received.	Weekly and bi-weekly transmissions shall be provided by the following Friday of the specified period.

