

SERVICE LEVEL AGREEMENTS

Key Performance Indicator	Penalty
1. Service Level Agreement – System Availability	
<p>System availability is to be defined as the percentage of possible uptime in a month that the MES environments (including all associated components) are available to users or to perform in a back-up capacity, including all weekends and holidays. Negotiated downtime for system maintenance during off-peak hours is not to be included in the calculation of system availability.</p> <p>Downtime. Downtime is to be defined as the term during which any functionality of the MES is not functioning/available due to hardware, operating system or application program failure. Outages approved by DOM do not count towards downtime.</p> <p>System availability is to be based on the following hours of operation:</p> <p>MES Hours of Operation. MES access is to be available at a minimum 100% of the time during State working hours, which are 8:00 a.m. to 5:00 p.m., Central Time, Monday through Friday, with access on the weekends and holidays as agreed upon by DOM, and on an emergency basis if requested by DOM.</p> <p>Other Components Hours of Operation. The Pharmacy POS, DW, DSS, Web-Portal, Fiscal Agent websites, and other system components, as required by the State, are to be available 100% of the time 24 hours per day, 7 days per week, except for agreed upon down time.</p> <p>The Contractor is to ensure system availability meets the following performance standards:</p>	<p>Up to 6% of the monthly operating fee, as follows:</p> <p>Any 1 of 6 not met: 1%</p> <p>Any 2 of 6 not met 3%</p> <p>Any 3 of 6 not met: 5%</p> <p>4 or more of 6 not met: 6%</p>
<p>1. Production Downtime. Production downtime for each MES component is to be 1% or less.</p>	
<p>2. Failover Downtime POS. POS failover downtime is to be 3% or less</p>	
<p>3. All Other MES Components. Failover downtime for each MES component except the POS is to be 1% or less.</p>	
<p>4. Network Connectivity Downtime. Contractor network</p>	

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connectivity downtime for all MES components, including POS, is to be 1% or less.	
5. Test Downtime Test downtime for all MES components, including POS, is to be 5% or less.	

2. Service Level Agreement – System Performance	
<p>System performance is to be defined as MES response time to user queries during State working hours, which are 8:00 a.m. to 5:00 p.m., Central Time, Monday through Friday, with access on the weekends and holidays as agreed upon by DOM, and on an emergency basis if requested by DOM.</p> <p>The Pharmacy POS, DW, DSS, Web-Portal, Fiscal Agent websites and other system components’ response times are to be measured 7 days a week, 24 hours a day, except during agreed upon downtime.</p> <p>The Contractor is expected to only be responsible for that portion of the system and communication link for which the Contractor has responsibility and control. For system response time performance measures, Contractor control is to be defined as any Subcontractor/Contractor service or point up to and including the DOM side of the router.</p> <p>The Contractor is to provide a system to monitor and report on response times as defined and approved by DOM. All metrics are to be measured and evaluated in seconds.</p> <p>The Contractor is to ensure system performance meets the following performance standards:</p>	<p>Up to 6% of the monthly operating fee, as follows:</p> <p>Any 1 of 5 not met: 1%</p> <p>Any 2 of 5 not met 3%</p> <p>Any 3 of 5 not met: 5%</p> <p>4 or more of 5 not met: 6%</p>
<p>1. Record Search and Retrieval Time. Within four (4) seconds 95% of the time, where record retrieval time is defined as the time elapsed after the retrieve command is entered until the record data loads to completion on the monitor.</p>	

2. Service Level Agreement – System Performance	
<p>2. Screen Edit Time. Within two (2) seconds 95% of the time, where screen edit time is defined as the time elapsed after the last field is filled on the screen with an enter command until all field entries are edited with errors highlighted on the monitor.</p>	
<p>3. New Screen/Page Time. Within two (2) seconds 95% of the time, where new screen/page time is defined as the time elapsed from the time a new screen is requested until the data from the screen loads to completion on the monitor.</p>	
<p>4. Web Portal Response Time. Within four (4) seconds 99% of the time, where Web Portal response time is defined as the time elapsed from the command to view a response until the response appears or loads to completion on the monitor.</p>	
<p>5. POS On-Line Claims Response Time. Within 3 seconds 95% of the time, where POS on-line claims response time is to be measured as the time elapsed after the receipt of Provider on-line claim transaction until response notification is sent to Provider.</p>	

3. Service Level Agreement – Database Updates	
Key Performance Indicator	Penalty
<p>Database updates are to be defined as the activities necessary to maintain current and accurate data as required to conduct the functions outlined in this RFP, in compliance with all requirements herein.</p> <p>The Contractor is to ensure database update activities meet the following performance standards:</p>	<p>Up to 6% of the monthly operating fee, as follows:</p> <p>Any 1 of 10 not met: 1%</p> <p>Any 2 of 10 not met 3%</p> <p>Any 3 of 10 not met: 5%</p> <p>4 or more of 10 not met: 6%</p>
<p>1. Provider Database Electronic Updates Turnaround Time. Update Provider data received electronically within one (1) business day of receipt of file.</p>	
<p>2. Provider Database Error Correction Turnaround Time. Identify and correct errors within one (1) business day of error detection.</p>	
<p>3. Provider Licensure and Participation Requirements Updates Turnaround Time: On-Line</p>	

3. Service Level Agreement – Database Updates	
Interfaces. Update the system with Provider licensing and participation requirements updates at least once a month for Providers licensed by Mississippi licensing agencies with on-line interfaces.	
4. Provider Exclusion Updates Turnaround Time: On-Line Interfaces. Update the system with Provider exclusion updates at least once a month for Providers licensed by Mississippi licensing agencies with on-line interfaces.	
5. Provider Licensure Updates Turnaround Time: Other. Update the system with Provider licensing/certification information for Providers licensed by agencies for which there is no on-line interface at least once a month.	
6. Member Eligibility Database Update Turnaround Time. The Member eligibility database update is to begin within two (2) hours of receipt of the updates and is to be complete prior to daily claims processing.	
7. Member Eligibility Update and Error Reporting Turnaround Time. Provide DOM with update and error reports within 24 hours of receipt of the update.	
8. Member Eligibility Error Resolution Turnaround Time. Resolve eligibility transactions that fail the update process within two (2) business days of error detection.	
9. Pricing Files Updates Turnaround Time. Perform rate updates to pricing files within one (1) business day of DOM approval	
10. Reference Files. Perform updates within five (5) business days of receipt.	

4. Service Level Agreement – Operational Problem Management	
Key Performance Indicator	Penalty
The successful is to provide operational problem management to manage MES application problems as they occur during the Maintenance & Operations phase of the project, including issues associated with all system components outlined in this RFP located at DOM, COM- contracted	Up to 6% of the monthly operating fee, as follows: Priority 0 Errors standard not met: 3%

4. Service Level Agreement – Operational Problem Management	
<p>Contractors (as specified by DOM during DDI), and Fiscal Agent physical locations.</p> <p>Operational issues are to be classified, communicated to DOM, documented, addressed and tracked. The Contractor is to provide software tools to enable the tracking of a specific defect from identification through correction, including all testing performed to ensure the correct fix is in place. Issues are to be documented in the Contractor-specified format, if approved by DOM. During the Maintenance & Operations phase the Contractor is to categorize and resolve errors in accordance with DOM problem management standards provided by DOM, as follows:</p>	<p>Priority 1 Errors standard not met: 1.25%</p> <p>Priority 2 Errors standard not met: 1.25%</p> <p>Priority 3 Errors standard not met: 0.50%</p>
<p>Priority 0 Errors. Critical business impact. Indicates MES is unavailable for use resulting in a critical impact on operations. Requires immediate DOM notification and resolution within two (2) hours.</p>	
<p>Priority 1 Errors. Serious business impact. Indicates serious production issues where the MES is usable but is severely limited and no workaround exists. Requires immediate DOM notification and resolution within 24 hours.</p>	
<p>Priority 2 Errors. Significant business impact. Indicates moderate production issue where MES is usable but a workaround is available (not critical to operations). Requires DOM notification within one (1) hour of problem discovery and resolution within 5 business days.</p>	
<p>Priority 3 Errors. Minimal business impact. Indicates the problem results in little impact on operations or a reasonable circumvention to the problem has been implemented. Requires the State notification within one (1) hour of problem discovery and resolution within an agreed-upon schedule between the Contractor and DOM (as defined by DOM).</p>	

5. Service Level Agreement – Customer Service Support	
Key Performance Indicator	Penalty
<p>The Contractor is to provide customer service support, where customers are defined as Providers, Members, DOM, and other system users. The Contractor is to maintain sufficient staff and systems to manage, track and report on Customer Services via multiple channels, including telephone, AVRS, Web portal, e-mail, and mail. The Contractor is to provide an integrated contact management system to be used in tracking and managing Customer contacts from all channels, and can report on Customer contact metrics separately.</p> <p>Customer Service support is to be available 100% of the time during State working hours, which are 7:00 a.m. to 7:00 p.m. Central Time, Monday through Friday, (as specified by DOM), and on an emergency basis if requested by DOM.</p> <p>The Contractor is to ensure customer service support meets the following performance standards:</p>	
<p>1. Average Speed of Answer. At least 90% of all calls are to be answered within 30 seconds, where “answer” means for each caller who elects to speak to a live representative.</p> <p>Answer 95% of routine calls within 45 seconds during normal working hours.</p> <p>Answer 99% of routine calls within 60 seconds during normal working hours.</p>	<p>1% of the monthly operating fee</p>
<p>2. Ring Busy Rate. No more than 5% of incoming calls are to ring busy.</p> <p>Further, the call center put in place with the enhancements required in this procurement must meet the following: Ensure that the weekly average number of incoming calls that are blocked (calls receiving a busy signal) shall be no more than one percent.</p>	<p>1% of the monthly operating fee</p>
<p>3. On Hold Time. On hold time is to be less than 2 minutes for at least 90% of all calls, where on hold time is defined as the time (in seconds) elapsed before response by a human operator to the caller’s inquiry.</p> <p>The weekly average wait or hold time shall not exceed one-hundred twenty seconds.</p>	<p>1% of the monthly operating fee</p>

5. Service Level Agreement – Customer Service Support	
4. Abandon Rate. The weekly average abandon rate shall be no more than five percent. A call will be considered abandoned after the first thirty seconds when a caller chooses to disconnect after the introductory message and prior to being connected to a staff member or voice mail.	1% of the monthly operating fee.
5. Provider Phone Inquiry Response Timeliness. Respond to 100% of verbal (telephone) Provider inquiries within (1) business day of receipt.	1% of the monthly operating fee
6. Provider Written Inquiry Response Timeliness. Respond to at least 90% of written Provider correspondence within (5) business days of receipt.	Up to 3% of the monthly operating fee, as follows: >85% to <90% response: 1% >80% to ≤85% response: 2% ≤80% response: 3%
7. Remittance Advice Web Posting Timeliness. Post 100% of Remittance Advice concerning paid and denied claims on Web Portal within one (1) business day of the completion of payment cycle.	1% of the monthly operating fee
8. Resolution. 65% of all incidents must be resolved on initial contact.	Up to 6% of the monthly operating fee, as follows: Any 1 of 3 not met: 1% Any 2 of 3 not met: 3% All 3 not met: 6%
9. Tracking. 100% of calls must be documented in a User Support Log.	
10. Customer Satisfaction. Customer satisfaction level must be greater than 93%	

6. Service Level Agreement – Claims Adjudication	
Key Performance Indicator	Penalty
An adjudicated claim is defined as a claim that requires no further adjudication or a claim suspended from adjudication processing due to error condition/s, including those errors resulting from issues outside of the Contractor’s claims processing system. The calculation for claims adjudication metrics is to be based upon monthly claims volume within	

6. Service Level Agreement – Claims Adjudication	
each measure, unless otherwise noted.	
The Contractor is to ensure claims adjudication meets the following performance standards:	
<p>1. Clean Claims Adjudication Rate – Electronic Claims. Adjudicate 95% of all clean electronic claims for payment or denial within 2 working days of receipt, where clean claim is defined as a claim that is properly completed and contains all required data elements necessary for processing. Electronic claims are those claims submitted via the following channels: direct data entry (DDE), Web Portal, Pharmacy Point-of-Sale and electronic batches.</p>	0.5% of the monthly operating fee
<p>2. Clean Claims Adjudication Rate – Paper Claims. Adjudicate 95% of all clean paper claims for payment or denial within 5 working days of receipt, where clean claim is defined as above. Paper claims are those claims submitted in hard copy.</p>	0.5% of the monthly operating fee
<p>3. POS Claims Adjudication Rate. Adjudicate 100% of all Pharmacy Point-of-Sale claims for payment or denial within 3 seconds of receipt.</p>	0.5% of the monthly operating fee
<p>4. Suspended Claims Finalization Rate. Finalize 100% of all suspended claims and submit to Accounts Payable for payment processing within 15 days of receipt. Suspended (or “pending”) claim is defined as a claim suspended from adjudication processing due to error condition/s, including those errors resulting from issues outside of the Contractor’s claims processing system. A claim is not to be submitted for payment processing until all error conditions</p>	0.5% of the monthly operating fee
<p>5. POS Daily Time-Out Rate. Maintain a less than 100 claims/day time-out rate for Pharmacy Point-of-Sale 100% of the time.</p>	1% of the monthly operating fee per daily occurrence

7. Service Level Agreement – Claims Payment	
Key Performance Indicator	Penalty
<p>The Contractor is to be responsible for timely and accurate claims payment.</p> <p>The Contractor is to ensure claims payment meets the following performance standards:</p>	
<p>1. Payment Cycle Schedule. Run at least one (1) payment cycle biweekly based on release criteria entered by DOM. Failure to meet the defined threshold one or more weeks in the defined month constitutes failure to achieve for the full month.</p>	<p>Up to 1% of the monthly operating fee, as follows: Any 1 of 2 not met: 0.5% 2 of 2 not met: 1%</p>
<p>2. Notification of Overpayment. Provide DOM written notification within 48 hours of discovery of any overpayments, duplicate payments, or incorrect payments (regardless of cause).</p>	

8. Service Level Agreement – Reporting	
Key Performance Indicator	Penalty
<p>Reporting is to be defined as the processes, activities, and deliverables associated with regular reporting.</p> <p>The Contractor is to ensure reporting meets the following performance standards:</p>	
<p>1. Daily Reports Availability Schedule: accessible to users by 8:00 a.m. of the next State business day.</p>	<p>0.5% of the monthly operating fee</p>
<p>2. Weekly Reports Availability Schedule: accessible to users by 8:00 a.m. of the next State business day after the scheduled run.</p>	
<p>3. Monthly Reports Availability Schedule: accessible to users by 8:00 a.m. of the next State business day following the end of the month (as determined by DOM).</p>	
<p>4. Quarterly Reports Availability Schedule: accessible to users by 8:00 a.m. of the next the State business day following the end of the quarter.</p>	
<p>5. Annual Reports Availability Schedule: accessible to users by 8:00 a.m. of the next the State business day following end of the year (Federal fiscal, State fiscal, or</p>	

8. Service Level Agreement – Reporting	
other annual cycle).	
<p>6. Federal and State Reporting and File Production/Distribution Schedule. Produce and submit all required Federal and state reports and data files on a schedule defined per regulation and by the State.</p>	

9. Service Level Agreement – Drug Rebate	
Key Performance Indicator	Penalty
<p>The Contractor is to define the processes, activities and deliverables necessary to support the administration of the Drug Rebate program.</p> <p>The Contractor is to ensure the Drug Rebate program meets the following performance standards:</p>	
<p>1. Manufacturer Data Update Turnaround Time. Update the manufacturer rebate data within 24 hours of receipt of the update from CMS.</p>	<p>Up to 3% of the monthly operating fee, as follows: Any 1 of 8 not met: 0.5% Any 2 of 8 not met: 1% Any 3 of 8 not met: 2% Any 4 or more of 8 not met: 3%</p>
<p>2. Invoice Production Turnaround Time. Generate and mail invoices to manufacturers within sixty (60) days of the end of the quarter.</p>	
<p>3. Data Update Schedule: CMS Tape. Load the CMS tape quarterly.</p>	
<p>4. Data Update Schedule: Provider File. Update the Provider file weekly.</p>	
<p>5. Data Update Schedule: Claims File. Load the claim files monthly.</p>	
<p>6. Data Update Schedule: T-Bill Rate. Update the US T-Bill rate weekly.</p>	
<p>7. Data Update Schedule: System Update. Update the system nightly.</p>	
<p>8. Collection: Ensure that 97% of invoices eligible for Drug Rebate are identified for collection.</p>	

10. Service Level Agreement – Operational Functionality	
Key Performance Indicator	Penalty
<p>The operational functionality items require timely response from the Contractor with the consumer of the item.</p> <p>The Contractor is to ensure operational functionality meets the following performance standards:</p>	
<p>1. Prior Authorization. All requests for prior authorization must be completed with five (5) working days of the date of the request.</p>	0.5% of the monthly operating fee
<p>2. TPL. All claims identified as Third Party Liabilities must initiate recovery activity within three (3) days of identification.</p>	0.5% of the monthly operating fee
<p>3. Adjustments. All claims requiring an adjustment are treated as new claims and thus should undergo claims processing using the same standards as new claims.</p>	0.5% of the monthly operating fee
<p>4. SURS Reviews. The SURS reviews must take place quarterly and the results requiring action must be acted upon within thirty (30) days.</p>	0.5% of the monthly operating fee
<p>5. Financial Controls. Financial controls must be reconciled within one month.</p>	0.5% of the monthly operating fee
<p>6. Provider Enrollment. Process complete (clean) Provider applications, including entry of all Provider information, within (4) business days of receipt (regardless of media of application -- paper, electronic).</p>	0.5% of the monthly operating fee

11. Service Level Agreement – Staffing	
Key Performance Indicator	Penalty
<p>The Contractor will be responsible for maintaining adequate staffing throughout the course of the Contract. The Contractor is to ensure that staffing levels meet the following performance standards:</p>	

11. Service Level Agreement – Staffing	
1. Key Personnel Vacancies. Positions that are designated as Key Personnel shall not remain vacant for more than ten calendar days.	<p>DD&I phase: \$20,000 per incident</p> <p>Operations phase: 1% of the monthly operating fee</p>
2. Key Personnel Replacements. Positions that are designated as Key Personnel shall be named without following the DOM-approved process as outlined in the Contractor’s Staffing Plan.	<p>DD&I phase: \$20,000 per incident</p> <p>Operations phase: 1% of the monthly operating fee</p>
3. Temporary Appointees. No position designated as Key Personnel may be filled with a temporary appointee for more than sixty (60) calendar days in any one year period.	<p>DD&I phase: \$20,000 per incident</p> <p>Operations phase: 1% of the monthly operating fee</p>
4. Non-Key Staff Level. Staff, not designated as Key Personnel, must be maintained at a level of at least 95% capacity.	<p>DD&I phase: \$20,000 per month</p> <p>Operations phase: 1% of the monthly operating fee for each month maintained below 95%</p>
5. Total Staff Level. Failure to meet performance standards that are directly attributable to inadequate staffing.	<p>DD&I phase: \$50,000 per month</p> <p>Operations phase: 5% of the monthly operating fee for each month failures are identified</p>

12. Service Level Agreement – Maintenance and Modifications Activities

12. Service Level Agreement – Maintenance and Modifications Activities	
Key Performance Indicator	Penalty
The Contractor must at all times comply with all system and operational performance requirements and expectations specified in this RFP and the resulting contract. It is DOM’s intent to control operations and modifications activities through the use of processes and reporting mechanisms. Maintenance support is expected under the following conditions, which deem it necessary:	
1. Operational Improvement. The need to make operational improvements or increase the operational efficiency.	0.5% of the monthly operating fee
2. Defect. The correction of a deficiency or defect in the system, whether identified by DOM or the contractor.	0.5% of the monthly operating fee
3. Editing Error. The addition, deletion or change of a value that is manipulated by an existing edit.	0.5% of the monthly operating fee
4. Addition or Deletion. The addition or deletion of a coded value or entry to an existing table that doesn’t change the table structure.	0.5% of the monthly operating fee
5. Correction. The correction of data that is found in error as a result of deficiency or defect in the system.	0.5% of the monthly operating fee
6. New Installation. The installation of new hardware or software or subsequent releases to the current operating system, server(s), database management software, grouper software, COTS products, or other hardware/software supporting the MES.	0.5% of the monthly operating fee
Modifications are defined as activities necessary to modify the MES in accordance with new State and Federal laws, program expansion, new program policies, and advanced technology. The activities include:	
7. MITA Maturity Modifications. The implementation of a series of modifications designed to meet targeted MITA maturity levels, as described within this RFP.	0.5% of the monthly operating fee