

Amended Attachment 4: Key Service Level Metrics

Contractor shall meet all service/performance metrics. The following key service level metrics must be reported specific to Contracted Services, i.e. not based on Contractor’s book-of-business, and on a quarterly and annual basis, except as otherwise previously agreed between the Parties in writing:

Program Area	Performance Metric	Penalty if Not Met
Contracted Services		
Implementation Work Plan	Contractor shall adhere to the mutually agreed-upon implementation work plan for the initial implementation of the Contract. By no later than one (1) week following the Effective Date of Contract, Contractor will collaborate with ASES to identify and agree upon, in writing, implementation tasks, deliverables, and dates necessary to satisfactorily install all Contracted Services for the Implementation Date of the Contract. ASES will reimburse Contractor following completion of the four most important implementation tasks (as agreed to by ASES and Contractor, in writing) by the agreed-upon scheduled completion dates, provided ASES and any applicable third party fully comply with all related implementation requirements and scheduled completion dates.	As determined per Section 37.1.2 of the Contract
Implementation Work Plan - MDRP	Contractor shall adhere to the mutually agreed-upon implementation work plan for the implementation of the MDRP Services. By no later than one (1) week following ASES’s notice to the Contractor of intent to join MDRP, Contractor will collaborate with ASES to identify and agree upon, in writing, implementation tasks, deliverables, and dates necessary to satisfactorily install all MDRP Contracted Services for the Implementation Date of the MDRP Services. ASES will reimburse Contractor following completion of the four most important implementation tasks (as agreed to by ASES and Contractor, in writing) by the agreed-upon scheduled completion dates, provided ASES and any applicable third party fully comply with all related implementation requirements and scheduled completion dates.	As determined per Section 37.1.2 of the Contract

Program Area	Performance Metric	Penalty if Not Met
Reporting	Contractor shall prepare and provide to ASES, and/or its contracted partners, complete and accurate reports, including ad hoc reports requested by ASES, and shall ensure all reports are submitted to ASES and/or its contracted partners within the timeframes set forth in this Contract or mutually agreed upon.	\$5,000 per day per Section 37.4.1.1 and 37.4.1.2
Account Management Meetings	Contractor will meet with ASES on a regular basis as follows: (a) in person or by conference call on a monthly basis as agreed upon to review ongoing account and service issues, (b) on a quarterly basis to review program performance including financial and clinical results, and (c) on an annual basis within 120 days after the end of each calendar year for an overall program review including prescription drug program and rebate trends, vendor initiatives and recommendations for the ASES program.	As determined per Section 37.1.2 of the Contract
Account Management Responsiveness	Contractor shall ensure that 100% of ASES calls to the Contractor's account service team will be responded to within twenty-four (24) hours of receipt and 100% of written inquiries responded to within twenty-four (24) hours of receipt.	As determined per Section 37.1.2 of the Contract
Benefit Change Timeliness	Contractor shall ensure that 99% of the time all changes required to the benefits under GHP shall be performed within seven (7) Calendar Days, except as specified in this Contract and/or if ASES concurs that additional programming is required. Contractor will submit written evidence satisfactory to ASES of any programming requirement for the requested changes that exceeds the seven (7) Calendar Day period allotted. The parties shall then agree as to the time for completion, which shall not exceed 30 Business Days from the day ASES requests any change or modification.	As determined per Section 37.1.2 of the Contract

Contracted PBM Services

Program Area	Performance Metric	Penalty if Not Met
System Availability	<p>Contractor shall ensure Cumulative System unavailability within the Contractor's Span of Control shall not exceed one (1) hour during any continuous five (5) Calendar Day period for functions that affect GHP Enrollees, and shall not exceed four (4) hours during any continuous five (5) Business Day period for functions that do not affect GHP Enrollees.</p>	<p>\$250 for each thirty (30) minute period or portions thereof in violation of SLA, per Section 37.5.1.2 and Section 19.5.7.3</p>
Clean Claims	<p>Contractor shall process and finalize to a paid or denied status ninety-five (95%) of all Clean Claims within thirty (30) Calendar Days of receipt.</p> <p>Contractor shall process and finalize to a paid or denied status one hundred percent (100%) of all Clean Claims within fifty (50) Calendar Days of receipt.</p> <p>Contractor shall ensure ninety percent (90%) of Unclean Claims must be resolved and processed with payment by the Contractor, if applicable, not later than ninety (90) Calendar Days from the date of initial receipt of the Claim. This includes Claims billed on paper or electronically.</p> <p>Of the remaining ten percent (10%) of total Unclean Claims that may remain outstanding after ninety (90) Calendar Days, Contractor shall ensure:</p> <p style="padding-left: 40px;">Nine percent (9%) of the Unclean Claims must be resolved and processed with payment by the Contractor, if applicable, not later than six (6) Calendar Months from the date of initial receipt (including Claims billed on paper and those billed electronically);</p> <p style="padding-left: 40px;">One percent (1%) of the Unclean Claims must be resolved and processed with payment by the Contractor, if applicable, not later than one year (12 months) from the date of initial receipt of the Claim (including Claims billed on paper and those billed electronically).</p>	<p>\$5,000 per day per Section 37.4.1.3</p>

Program Area	Performance Metric	Penalty if Not Met
Pharmacy Call Center – Answer Speed	Contractor shall ensure that the Average Speed to Answer (ASA) of its required toll-free Pharmacy Call Center telephone line shall be greater than the target rate of eighty percent (80%) in thirty (30) seconds.	\$1,000 for each percentage point below target per Section 37.5.1.5.1
Pharmacy Call Center – Abandoned Call Rate	Contractor guarantees that the Pharmacy Call must have an Abandoned Call Rate of less than or equal to five percent (5%) out of all incoming calls.	\$1,000 for each percentage point above the target per Section 37.5.1.5.3
Pharmacy Call Center – Blocked Call Rate	Contractor shall ensure that the Pharmacy Call Center must have a Blocked Call Rate of less than three percent (3%).	\$1,000 for each percentage point above the target per Section 37.5.1.5.2
Pharmacy Call Center – First Call Resolution	Contractor shall ensure greater than or equal to ninety-five percent (95%) of Pharmacy Center calls are resolved during the first point of contact. First call resolution means the call is resolved and the Pharmacy does not call back regarding the same inquiry. Calculated as the percent of calls resolved during the first call divided by the total number of calls answered by call center representatives.	As determined per Section 37.1.2 of the Contract
Pharmacy Network Adequacy	<p>Contractor shall ensure that the Pharmacy Network Access requirements as prescribed in Section 7.2.1.1 will be maintained:</p> <p>At least ninety percent (90%) of the Enrollees, on average, living in Urban Areas are within two (2) miles of a Network Pharmacy;</p> <p>At least ninety percent (90%) of the Enrollees, on average, living in Suburban Areas are within five (5) miles of a Network Pharmacy; and</p> <p>At least seventy percent (70%) of the Enrollees, on average, living in Rural Areas living within fifteen (15) miles of a Network Pharmacy.</p>	As determined per Section 37.1.2 of the Contract

Program Area	Performance Metric	Penalty if Not Met
Pharmacy Network Satisfaction Survey Rate	Contractor shall ensure that the Pharmacy Network Satisfaction Rate (PNSR) for each year shall be ninety percent (90%) or greater. In addition, the Pharmacy Network Annual Satisfaction Survey Response Rate (SRR) shall not be less than seventy percent (70%). PNSR means the number of Pharmacies responding to the survey. ASES must provide timely approvals of survey materials and methodology sixty (60) Business Days prior to the execution of the survey. The sampling size will be not less than thirty percent (30%) of Network Pharmacies. This survey will be performed on a Calendar Year basis. Survey results shall be submitted to ASES ninety (90) Calendar Days after the end of each Calendar Year.	As determined per Section 37.1.2 of the Contract
Contracted RA Services		
Rebate Invoicing Accuracy	Contractor shall ensure that all eligible retail Pharmacy and PAD Utilization are invoiced to Manufacturers for Rebate and at least ninety percent (90%) are collected within ninety (90) Calendar Days of manufacturer invoicing by ASES and are not disputed by the manufacturer.	As determined per Section 37.1.2 of the Contract
Other Enrollee Rebate Invoicing Timeliness	Contractor shall generate and send all Other Enrollee Rebate invoices to manufacturers within twenty (20) Calendar Days after the end of each quarter period.	As determined per Section 37.1.2 of the Contract
Federal Rebate Invoicing Timeliness (following MDRP implementation)	Contractor shall generate, send, and upload one hundred percent (100%) of federal drug Rebate invoices within fifteen (15) Calendar Days of receiving the CMS Drug Rebate files, not to exceed sixty (60) Calendar Days after the end of the Rebate quarter, as set by CMS rules and guidelines.	As determined per Section 37.1.2 of the Contract
Supplemental Rebate Invoicing Timeliness (If ASES elects)	Contractor shall generate, send and upload one hundred percent (100%) of Supplemental Rebate invoices within fifteen (15) Calendar Days after federal Rebate invoicing.	As determined per Section 37.1.2 of the Contract
Rebate Past-Due Notices	Contractor shall ensure one hundred percent (100%) written notifications are issued to pharmaceutical manufacturers concerning past-due Rebate payments for undisputed account balances. Past-due balances shall be identified when they are at 45, 75, and 90 days of delinquency.	As determined per Section 37.1.2 of the Contract

Program Area	Performance Metric	Penalty if Not Met
Supplemental Rebate Past-Due Notices (If ASES elects)	Contractor shall ensure one hundred percent (100%) of written notifications are issued to manufacturers concerning past-due supplemental payments within five (5) days of delinquent date.	As determined per Section 37.1.2 of the Contract
Rebate Re-Issue Timeliness	Contractor shall correct, update, forward, and/or re-issue one hundred percent (100%) of misdirected and/or returned mail associated with manufacturer/labeler invoices for Other Enrollee and federal drug Rebates and Supplemental drug Rebates (if ASES elects) within three (3) Calendar Days of receipt.	As determined per Section 37.1.2 of the Contract