300 DELIVERABLES

305 Reporting Requirements

As required by the CONTRACT, the CONTRACTOR must submit reports to the DEPARTMENT. Reports must be submitted by SECURE email to the DEPARTMENT, the DEPARTMENT'S sFTP site, or other method as specified by the DEPARTMENT, in the format and timeframe specified by the DEPARTMENT. The DEPARTMENT reserves the right to modify reporting requirements as deemed necessary to monitor the CONTRACT and programs.

Instructions and specific due dates will be provided by the DEPARTMENT annually.

Unless otherwise requested by the DEPARTMENT, each report must be specific to data from the HEALTH BENEFIT PROGRAM, not general data from the CONTRACTOR'S book of business.

Report	Description	Frequency
1) Direct Pay Terminations Report	The CONTRACTOR provides written notification to the DEPARTMENT within five (5) BUSINESS DAYS of receiving notice of cancellation from the SUBSCRIBER or within one (1) month of the effective date of termination due to non-payment of premium, whichever occurs first. *(See Sections 255 and 260B.)*	See description
2) Claims Data Transfer to Data Warehouse	The CONTRACTOR submits to the DEPARTMENT'S data warehouse in the file format specified by the DEPARTMENT in the most recent Claims Data Specifications document, all claims processed for PARTICIPANTS. *(See Section 150A, 5, a. and 150B.)*	Monthly
3) Customer Service Inquiry Report	The CONTRACTOR must submit a report by month for a rolling twelve (12) month period showing the volume and type of inquiry with a break-down by topic. The report must include a comparison to the same month of the previous calendar year and illustrate trends. *(See Section 265B.)*	Monthly
4) Provider Data Transfer to Data Warehouse	The CONTRACTOR submits to the DEPARTMENT'S data warehouse in the file format specified by the DEPARTMENT in the most recent Provider Data Specifications document, the specified data for all IN-NETWORK providers including subcontracted providers, and any OUT-OF-NETWORK providers for which the CONTRACTOR has processed or expects to process claims. *(See Section 150A, 5, b and 150B.)*	Monthly
5) Fraud and Abuse Review Results	The CONTRACTOR performs QUARTERLY (unless another timeframe is agreed upon by the DEPARTMENT) fraud and abuse reviews and provides results of material findings to the DEPARTMENT. *(See Section 155F, 2.)*	Quarterly
6) Hospital Bill Audit	The CONTRACTOR performs a HOSPITAL bill audit process for all HOSPITAL and specialty HOSPITAL claims with charges in excess of two hundred thousand ($200,000) dollars per CONFINEMENT and provides results of material findings to the DEPARTMENT. *(See Section 155D.)*	Quarterly

Report	Description	Frequency
7) OUT-OF-NETWORK Claims	The CONTRACTOR submits to the DEPARTMENT a report of all claims paid to OUT-OF-NETWORK providers that includes the billed amount and amount paid to the provider in the format specified by the DEPARTMENT. *(See Section 220C.)*	Quarterly
8) Performance Standards Reports	The CONTRACTOR submits all data and reports as required to measure performance standards specified in Section 315.	Quarterly, unless otherwise noted
9) DEPARTMENT Initiatives	The CONTRACTOR implements and reports on the DEPARTMENT Initiatives. Initiatives are subject to change, as determined by the DEPARTMENT, to better serve the needs of the HEALTH BENEFIT PROGRAM PARTICIPANTS. The current DEPARTMENT Initiatives are: Care Coordination, High Tech Radiology, Low Back Surgery, Shared Decision Making, and Advance Care Planning. *(See Section 215B.)*	Semi-annually
10) Pilot Programs and Initiatives	The CONTRACTOR reports to the DEPARTMENT any initiatives and pilot programs offered by the CONTRACTOR or the CONTRACTOR'S IN-NETWORK providers, including information on patient engagement and outcomes. *(See Section 225, 5.)*	Semi-annually
11) Taxable Income Report for PARTICIPANT Incentive Payments	The CONTRACTOR reports, as directed by the DEPARTMENT, all incentive payments issued to PARTICIPANTS for DEPARTMENT distribution to EMPLOYER payroll centers for tax reporting purposes. *(See Section 220L, 6.)*	Semi-annually
12) Business Recovery Plan and Simulation Report	The CONTRACTOR submits to the DEPARTMENT a business recovery plan that is documented and tested annually, at a minimum. *(See Section 145, 5.)*	Annually
13) CAHPS Survey Results Report	The CONTRACTOR submits the results of its annual CAHPS survey to the DEPARTMENT. *(See Section 225, 3, b.)*	Annually
14) Coordination of Benefits (COB) Report	The CONTRACTOR collects from SUBSCRIBERS COB information necessary to coordinate BENEFITS under the Wisconsin Administrative Code and reports this information to the DEPARTMENT at least annually. *(See Section 205F.)*	Annually
15) Disabled Adult Children Eligibility Verification Report	The CONTRACTOR reports to the DEPARTMENT results from its process to verify the eligibility of adult disabled children age twenty-six (26) or older, which includes checking that the: • Child is incapable of self-support because of a disability that can be expected to be of long-continued or indefinite duration of at least one year; and, • Support and maintenance requirement is met; and, • Child is not married. *(See Section 205D.)*	Annually
16) Financial and Utilization Data Submission *(formerly Addendum 1)*	The CONTRACTOR submits to the DEPARTMENT or its designee, as required by the DEPARTMENT, statistical report(s) showing financial and utilization data that includes claims and enrollment information. *(See Section 115, 10 and 130B.)*	Annually

Report	Description	Frequency
17) Financial Stability Documentation	The CONTRACTOR submits financial stability documentation, including a balance sheet, statement of operations and financial audit reports (i.e., an annual audited financial statement by a certified public account in accordance with generally accepted accounting principles). *(See Section 155E.)*	Annually
18) Grievance Summary Report	The CONTRACTOR retains records of grievances and submits an annual summary to the DEPARTMENT of the number, types of grievances received, and the resolution or outcome. *(See Section 115, 9, c.)*	Annually
19) Group Experience / Utilization Report	The CONTRACTOR reports annually to the BOARD its utilization and disease management capabilities and effectiveness in improving the health of PARTICIPANTS and encouraging healthy behaviors, demonstrating support for technology and automation in the format as determined by the DEPARTMENT. The CONTRACTOR also includes details on the HEALTH BENEFIT PROGRAM'S experience by disease and risk categories, place of services along with comparisons to aggregate benchmarks and any other measures the CONTRACTOR believes will be useful to DEPARTMENT staff and the BOARD in understanding the source of cost and utilization trends in a format as determined by the DEPARTMENT. *(See Section 215A.)*	Annually
20) HEDIS Results Report	The CONTRACTOR submits audited HEDIS data results for the previous calendar year for its commercial membership that includes HEALTH BENEFIT PROGRAM PARTICIPANTS. *(See Section 225, 3, a.)*	Annually
21) MAR Certification	The CONTRACTOR submits a MAR Certification. *(See Section 155E.)*	Annually
22) Provider Contract Certification	The CONTRACTOR must certify that their provider contracts meet the requirements in Section 230.	Annually
23) SOC 1, Type 2 Audit Report	The CONTRACTOR agrees to a SOC 1, Type 2 audit of internal controls conducted by an independent CPA firm at the CONTRACTOR'S expense that is in accordance with the SSAE 18 and provides a copy of the CPA's report to the DEPARTMENT. *(See Section 155E.)*	Annually

310 Deliverables

As required by the CONTRACT, the CONTRACTOR must provide deliverables specified in the sections below.

310A Deliverables to the Department

Instructions on submitting the deliverable and specific due dates will be provided by the DEPARTMENT annually.

Deliverable	Description	Frequency
1) Identification (ID) Card Issuance Delays	The CONTRACTOR notifies the DEPARTMENT Program Manager of any delays with issuing the ID cards. *(See Section 205B, 2.)*	Upon identification of issue
2) ID Card Confirmation	The CONTRACTOR sends a written confirmation to the DEPARTMENT Program Manager indicating the date(s) the ID cards were issued. *(See Section 205B, 2.)*	January
3) Key Contacts Listing (ET-1728)	The CONTRACTOR provides the DEPARTMENT with contact information for the key staff, which the DEPARTMENT will share with EMPLOYERS. *(See Section 265A.)*	April August
4) Provider Network Submission for Upcoming Benefit Period	The CONTRACTOR provides an annual provider submission to the DEPARTMENT containing their provider network for the upcoming benefit period. *(See Section 230A.)*	June
5) Premium Rate Bid	The CONTRACTOR must submit rate bid(s) for the following benefit year as directed by the DEPARTMENT. The CONTRACTOR's sealed bids are submitted in the format as specified by the DEPARTMENT. The BOARD will require each CONTRACTOR to provide an explanation of rate methodology and the rate calculation developed by the CONTRACTOR'S actuary or consultant along with supporting documentation deemed necessary by the BOARD's consulting actuary. *(See Section 130B.)*	June - July
6) It's Your Choice Information	The CONTRACTOR submits the following information to the DEPARTMENT, in the format as determined by the DEPARTMENT, for inclusion in the communications from the DEPARTMENT for the IT'S YOUR CHOICE OPEN ENROLLMENT period: • CONTRACTOR information, including address, toll-free customer service telephone number, twenty-four (24)-hour nurse line telephone number, and web site address. • Content for the CONTRACTOR'S plan description page, including available features. • Information for PARTICIPANTS to access the CONTRACTOR'S provider directory on its web site, including a link to the provider directory. *(See Section 140B, 2.)*	July
7) It's Your Choice Informational Materials Review	The CONTRACTOR submits all informational materials intended for distribution to PARTICIPANTS during the IT'S YOUR CHOICE OPEN ENROLLMENT period to the DEPARTMENT for review and approval. *(See Section 140B, 3.)*	July

Deliverable	Description	Frequency
8) Copies of Materials	The CONTRACTOR submits three (3) hard copies of all IT'S YOUR CHOICE OPEN ENROLLMENT materials in final form to the DEPARTMENT at least two (2) weeks prior to the start of the IT'S YOUR CHOICE OPEN ENROLLMENT period. *(See Section 140B, 4.)*	September
9) SUBSCRIBER Notification of Changes	The CONTRACTOR submits the written notice that it will be issuing to PARTICIPANTS enrolled in its benefit plan(s) prior to the IT'S YOUR CHOICE OPEN ENROLLMENT period identifying those providers that will not be IN-NETWORK for the upcoming benefit period and including any language directed by the DEPARTMENT summarizing any BENEFIT or other HEATLH BENEFIT PROGRAM changes. *(See Section 140B, 1.)*	September
10) SUBSCRIBER Notification Confirmation	The CONTRACTOR submits a written confirmation to the DEPARTMENT Program Manager indicating the date(s) the written notice described in item 11) above was issued. *(See Section 140B, 1.)*	October
11) Enrollment Discrepancy Tracker	The CONTRACTOR maintains an exception report spreadsheet that includes the error details and final resolution, and submits it to the DEPARTMENT. *(See Section 150A, 4, b.)*	As directed by the DEPARTMENT
12) Enrollment Reconciliation Report *Full File Compare (FFC)*	The CONTRACTOR assists with a FFC of enrollment by submitting a file to the DEPARTMENT containing current enrollment data. *(See Section 150A, 4, b.)*	As directed by the DEPARTMENT
13) Web Content and Web-Portal Design and Changes	The CONTRACTOR submits the web content and web-portal design for review, as directed by the DEPARTMENT. The CONTRACTOR notifies the DEPARTMENT Program Manager of any substantial changes being made to the website prior to implementation. *(See Sections 265C, 1a and 1p.)*	As directed by the DEPARTMENT
14) Major Administrative and Operative System Changes	The CONTRACTOR submits written notice to the DEPARTMENT at least one hundred eighty (180) DAYS prior to undertaking a major system change or conversion for, or related to, the system used to deliver services for the HEALTH BENEFIT PROGRAM. *(See Section 145, 8.)*	As needed
15) Notification of Account Manager or Key Staff Changes	The CONTRACTOR notifies the DEPARTMENT if the Account Manager, backup or key staff changes. *(See Section 265A.)*	As needed
16) Notification of Legal Action	If a PARTICIPANT files a lawsuit naming the CONTRACTOR as a defendant, the CONTRACTOR notifies the DEPARTMENT'S chief legal counsel within ten (10) BUSINESS DAYS of notification of the legal action. *(See Section 245I.)*	As needed

Deliverable	Description	Frequency
17) Notification of Privacy Breach	The CONTRACTOR notifies the DEPARTMENT Program Manager and Privacy Officer within one (1) BUSINESS DAY of discovering that the protected health information (PHI) and/or personal identifiable information (PII) of one (1) or more PARTICIPANTS may have been breached, or has been breached, as defined by state and federal law, including Wis. Stat. § 134.98, HIPAA, and GINA. *(See Section 155G.)*	As needed
18) Notification of Significant Events	The CONTRACTOR provides notification of all significant events as described in Section 115, 14.	As needed
19) External Review Determination	Within fourteen (14) calendar DAYS of the CONTRACTOR'S receipt of the notification of the external review's determination, the CONTRACTOR notifies the DEPARTMENT of the outcome. *(See Section 245F.)*	See description
20) Medicare Enrollment Denial	The CONTRACTOR notifies the DEPARTMENT in writing if Medicare does not allow an enrollment due to a PARTICIPANT'S residence in a given area. The notification must be provided within five (5) BUSINESS DAYS of the later of receipt of the DEPARTMENT'S enrollment file or notification by Medicare. (*See Section 220G.)*	See description
21) Transition Plan	The CONTRACTOR provides a comprehensive transition plan in a mutually agreed upon format that provides a timeline of major tasks and activities, including those identified by the DEPARTMENT. *(See Section 155J.)*	Upon DEPARTMENT request, and prior to CONTRACT termination

310B Deliverables to Participants

Deliverable	Description	Frequency
1) ID cards	The CONTRACTOR provides PARTICIPANTS with ID cards indicating, at a minimum, the EFFECTIVE DATE of coverage, and the emergency room and office visit copayment amounts. *(See Section 205B.)*	Upon enrollment and BENEFIT changes that impact the information printed on the ID cards

Deliverable	Description	Frequency
2) PARTICIPANT Enrollment Information	The CONTRACTOR provides the following information, at a minimum, to PARTICIPANTS upon enrollment: • Information about PARTICIPANT requirements, including prior authorizations and referrals. • Directions on how to access the HEALTH BENEFIT PROGRAM provider directory on the CONTRACTOR'S website and directions on how to request a printed copy of the provider directory. • Directions on how to change their Primary Care Provider. • The CONTRACTOR'S contact information, including the dedicated toll-free customer service phone number, business hours, twenty-four (24)-hour nurse line, and website address. *(See Section 205C.)*	Upon enrollment
3) SUBSCRIBER Notification of Changes	The CONTRACTOR issues written notice to PARTICIPANTS enrolled in its benefit plan(s) prior to the IT'S YOUR CHOICE OPEN ENROLLMENT period identifying those providers that will not be IN-NETWORK for the upcoming benefit period and including any language directed by the DEPARTMENT summarizing any BENEFIT or other HEALTH BENEFIT PROGRAM changes. *(See Section 140B, 1.)*	September
4) PARTICIPANT Notification of Terminated Provider Agreement	At least thirty (30) DAYS prior to the termination of a provider agreement, or the closing of an IN-NETWORK clinic, provider location, or HOSPITAL during the benefit period, the CONTRACTOR sends written notification, as approved by the DEPARTMENT, to all PARTICIPANTS who have had services from that provider in the past twelve (12) months that includes the following information: • How to find a new IN-NETWORK provider or facility, • The continuity of care provision as it relates to this situation, and • Contact information for questions. *(See Section 230C.)*	See description
5) PARTICIPANT Notification of Grievance Rights	The CONTRACTOR provides the PARTICIPANT with notice of their grievance rights and a period of ninety (90) calendar DAYS to file a grievance after written denial of a BENEFIT or other occurrence of the cause of the grievance along with the Uniform Benefit contractual provision(s) upon which the denial is based. *(See Section 245C.)*	See description
6) PARTICIPANT Notification of DEPARTMENT Administrative Review Rights	In the final grievance decision letters, the CONTRACTOR informs PARTICIPANTS of their right to request a DEPARTMENT review of the grievance committee's final decision and their right to request an external review in accordance with applicable federal or state law, using the language approved by the DEPARTMENT. *(See Section 245E.)*	See description

Deliverable	Description	Frequency
7) SUBSCRIBER Notification Upon Termination of Employment	The CONTRACTOR provides the SUBSCRIBER written notification of how to enroll in a conversion policy set forth in Wis. Stat. § 632.897, and/or a Marketplace plan, in the event of termination of employment. *(See Section 260C.)*	See description
8) Assignment of Primary Care Provider (PCP)	If a PARTICIPANT does not choose a PCP, or the PCP is no longer available, the CONTRACTOR assigns a PCP, notifies the PARTICIPANT in writing, and provides instructions for changing the assigned PCP. *(See Section 210.)*	As needed
9) Summary of Benefits and Coverage	The DEPARTMENT reserves the right to require the CONTRACTOR to assist with drafting and mailing the federally required Summary of Benefits and Coverage (SBC) to PARTICIPANTS in a manner similar to the annual IT'S YOUR CHOICE OPEN ENROLLMENT materials mailing process. *(See Section 205C.)*	As needed
10) 1095-C	The DEPARTMENT reserves the right to require the CONTRACTOR to assist with developing and mailing the federally required 1095-Cs. *(See Section 205C.)*	As needed

315 Performance Standards and Penalties

Performance standards are specific to data from the HEALTH BENEFIT PROGRAM, not general data from the CONTRACTOR'S book-of-business. The CONTRACTOR must track performance using the template provided by the DEPARTMENT. The CONTRACTOR must submit reports and supporting documentation for validation as mutually agreed upon with the DEPARTMENT. The CONTRACTOR shall notify the DEPARTMENT upon realization that a standard will not be met, prior to the deadline.

The penalties assessed in Section 150B and Section 315 shall not exceed three percent (3%) of the CONTRACTOR'S total medical premium in any given quarter. Performance standards will be measured by the DEPARTMENT on a QUARTERLY basis. The DEPARTMENT reserves the right to waive a penalty in certain circumstances when the DEPARTMENT determines it is warranted. The performance categories and associated penalty are shown below and explained in greater detail in the tables that follow:

315A Account Management

Performance Standards	Penalties
1) CONTRACTOR Services: The CONTRACTOR shall achieve a ninety-five percent (95%) satisfaction or better (defined as "top two-box" satisfaction/approval using an approved standard five (5) point survey tool with five (5) being the highest satisfaction/approval rating) on a survey developed and administered by the DEPARTMENT to DEPARTMENT staff, benefit/payroll staff, and other parties that work with the CONTRACTOR to assess the quality of services provided by the CONTRACTOR. The survey will include assessments in areas that include, but are not limited to, professionalism, responsiveness, communication, technical knowledge, and notifications in disruption of any service (e.g., customer service telephone outage, website outage, etc.). *(*See *Section 265A.)*	Ten thousand ($10,000) dollars for each percentage point for which the standard is not met, per survey
2) Approval of Communications: All materials and communications shall be pre-approved by the DEPARTMENT prior to distribution to PARTICIPANTS, potential PARTICIPANTS, and EMPLOYERS of the HEALTH BENEFIT PROGRAM. This includes website content that shall be approved by the DEPARTMENT prior to launch. This also includes written and electronic communication, such as marketing, informational, standard letters, explanation of BENEFITS, summary plan descriptions, claim denials and appeals, and summary of BENEFITS and coverage. *(See Sections 140A, 1 and 265C, 1.)*	Five thousand ($5,000) dollars per incident

315B Claims Processing

The CONTRACTOR shall report monthly values on a QUARTERLY basis for these standards.

Performance Standards	Penalties
1) Processing Accuracy: At least ninety-seven percent (97%) level of processing accuracy. Processing accuracy means all claims processed correctly in every respect, financial and technical (e.g., coding, procedural, system, payment, etc.), divided by total claims processed. *(See Section 235.)*	Five thousand ($5,000) dollars for each percentage point for which the standard is not met in each month
2) Claims Processing Time: At least ninety-five percent (95%) of all claims received must be processed within thirty (30) DAYS of receipt of all necessary information, except for those claims for which the HEALTH BENEFIT PROGRAM is the secondary payer. *(See Section 235.)*	

315C Customer Service

The CONTRACTOR shall report monthly values on a QUARTERLY basis for these standards.

Performance Standards	Penalties
1) Call Answer Timeliness: At least eighty percent (80%) of calls received by the organization's customer service (during operating hours) during the measurement period were answered by a live voice within thirty (30) seconds. *(See Section 265B.)*	Five thousand ($5,000) dollars for each percentage point for which the standard is not met in each month)
2) Call Abandonment Rate: Less than three percent (3%) of calls abandoned, measured by the number of total calls that are not answered by customer service (caller hangs up before answer) divided by the number of total calls received. *(See Section 265B.)*	
3) Open Call Resolution Turn-Around-Time: At least ninety percent (90%) of customer service calls that require follow-up or research will be resolved within two (2) BUSINESS DAYS of initial call. Measured by the number of issues initiated by a call and resolved (completed without need for referral or follow-up action) within two (2) BUSINESS DAYS, divided by the total number of issues initiated by a call. *(See Section 265B.)*	
4) Electronic Written Inquiry Response: At least ninety-eight percent (98%) of customer service issues submitted by email and website are responded to within two (2) BUSINESS DAYS. *(See Section 265B.)*	

315D Data Management

The DEPARTMENT will specify the timetable and dates for which the claims and provider data transfers must be provided.

Performance Standards	Penalties
1) Claims Data Transfer: The CONTRACTOR must submit on a monthly basis to the DEPARTMENT'S data warehouse in the file format specified by the DEPARTMENT in the most recent Claims Data Specifications document, all claims processed for PARTICIPANTS. *(See Section 150A, 5, a and 150B.)*	One thousand ($1,000) dollars per DAY for which the standard is not met
2) Provider Data Transfer: The CONTRACTOR must submit on a monthly basis to the DEPARTMENT'S data warehouse in the file format specified by the DEPARTMENT in the most recent Provider Data Specifications document, the specified data for all IN-NETWORK providers including subcontracted providers, and any OUT-OF-NETWORK providers for which the CONTRACTOR has processed or expects to process claims. *(See Section 150A, 5, b and 150B.)*	

Performance Standards	Penalties
3) Data File Corrections: Within two (2) BUSINESS DAYS of notification, unless otherwise approved by the DEPARTMENT in writing, the CONTRACTOR shall resolve any data errors on the file as identified by the DEPARTMENT'S data warehouse or the DEPARTMENT. *(See Sections 150A, 5, a and b.)*	One thousand ($1,000) dollars per DAY for which the standard is not met
4) Notification of Data Breach: The CONTRACTOR shall notify the DEPARTMENT Program Manager and Privacy Officer within one (1) BUSINESS DAY of discovering that the PHI and/or PII of one (1) or more PARTICIPANTS may have been breached, or has been breached. The CONTRACTOR is required to report using the form provided by the DEPARTMENT. *(See Section 155G.)*	

315E Enrollment

The CONTRACTOR shall report QUARTERLY any DAY for which any of the following standards are not met.

Performance Standards	Penalties
1) Enrollment File: The CONTRACTOR must accept an enrollment file update on a daily basis and accurately process the enrollment file additions, changes, and deletions within two (2) BUSINESS DAYS of the file receipt. Delays in processing the 834 file must be communicated to the DEPARTMENT Program Manager or designee within one (1) BUSINESS DAY. *(See Section 150A, 4, a and c.)*	One thousand ($1,000) dollars per DAY for which the standard is not met
2) Enrollment Discrepancies and Exceptions: The CONTRACTOR must resolve all enrollment discrepancies (any difference of values between the DEPARTMENT'S database and the CONTRACTOR's database) as identified within one (1) BUSINESS DAY of notification by the DEPARTMENT or identification by the CONTRACTOR. The CONTRACTOR must correct the differences on the exception report within five (5) BUSINESS DAYS of notification by the DEPARTMENT. *(See Section 150A, 4, a. and b.)*	
3) ID Cards: The CONTRACTOR shall issue ID cards within five (5) BUSINESS DAYS of the generation date of the enrollment file containing the addition or enrollment change, except as noted in item 4) below. *(See Section 205B, 1.)*	
4) ID Cards for elections made during the IT'S YOUR CHOICE OPEN ENROLLMENT Period: The CONTRACTOR shall issue ID cards by December 15 (or a later date as approved by the DEPARTMENT) for enrollment additions or changes effective the following January 1 calendar year, as submitted on enrollment files generated on the first DAY of the IT'S YOUR CHOICE OPEN ENROLLMENT period through December 10. *(See Section 205B, 2.)*	

Performance Standards	Penalties
5) Direct Pay Terminations: The CONTRACTOR must provide written notification to the DEPARTMENT within five (5) BUSINESS DAYS of receiving notice of cancellation from the SUBSCRIBER or within one (1) month of the effective date of termination due to non-payment of premium, whichever occurs first. *(See Section 255.)*	One thousand ($1,000) dollars per DAY for which the standard is not met

315F Other

Performance Standards	Penalties
1) Audit: The CONTRACTOR shall address any areas of improvement as identified in the audit in the timeframe as determined by the DEPARTMENT. *(See Section 155E.)*	One thousand ($1,000) dollars per DAY for which the standard is not met
2) Major System Changes and Conversions: The CONTRACTOR shall verify and commit that during the length of the contract, it shall not undertake a major system change or conversion for, or related to, the system used to deliver services for the HEALTH BENEFIT PROGRAM without specific prior written notice of at least one hundred-eighty (180) days to the DEPARTMENT. *(See Section 145, 8.)*	
3) Non-Disclosure: The CONTRACTOR shall not use or disclose names, addresses, or other data for any purpose other than specifically provided for in the CONTRACT. *(See Section 115, 19.)*	Five thousand ($5,000) dollars per incident
4) Reporting and Deliverables Requirements: The CONTRACTOR must submit the reports and deliverables as outlined in Sections 305 and 310. Each report submitted by the CONTRACTOR to the DEPARTMENT must: • Be verified by the CONTRACTOR for accuracy and completeness prior to submission; • Be delivered on or before scheduled due dates; • Be submitted as directed by the DEPARTMENT; • Fully disclose all required information in a manner that is responsive and with no material omission; and • Be accompanied by a brief narrative that describes the content of the report and highlights significant findings of the report. *(See Section 155A, 2.)*	Twenty–five hundred ($2,500) dollars per report or deliverable for which the standard is not met