**Appendix 6**

**Performance Standards and Penalties**

**There are two sections in the table below:**

**Section I. applies only to RFP ETB0047 – Well-being Services; and**

**Section II. applies to all three RFPs (ETB0047, ETB0048 and ETB0049)**

The Department may assess penalties for the Contractor’s failure to meet the performance standards listed below throughout the term of the Contract. If the Department elects to not assess a penalty in a particular instance, this decision shall not be construed as an acceptance of the Contractor’s performance. The Department retains the right to pursue future assessment of that performance requirement and associated penalties.

The Department will be the sole determinant as to whether or not the Contractor meets a performance standard.

Contractor’s performance and penalty calculations will be reviewed by the Department and the Contractor quarterly (unless the performance standard dictates otherwise, e.g., an annual requirement). The Department will assess the Contractor appropriate and accumulated penalties on an annual basis (except for implementation and data warehouse penalties as noted below). Contractor’s payment for penalties may be made by ACH transfer to the Department or by issuing a credit on the Department’s next invoice due in the first quarter following the year in which the penalties were incurred. Payments for implementation and data warehouse penalties, as noted below, are due sooner.

| **I. Performance Standards for ETB0047 – Well-being Services** | **Penalties** |
| --- | --- |
| **A. Implementation Deadlines: assessed within three (3) months of due date** |
| 1. **Biometric Screening Protocols:** Within thirty (30) Calendar Days of the date of Contract execution, the Contractor will submit the biometric screening protocols to the Department Program Manager for review and approval.
 | $500 per Calendar Day late |
| 1. **Biometric Screening Events:** The Contractor must establish and make available to Employer groups the process, as approved by the Department Program Manager, for scheduling 2024 biometric screening events no later than November 10, 2023.
 | $500 per Calendar Day late |
| **B. Biometric Screening Events - reported by on-site coordinator:**  |
| **1. Event Scheduling:** The Contractor will provide a biometric screening event for every Employer request received at least sixty (60) Calendar Days prior to the requested event date. | $1,500 per incident |
| **2. Length of Screening Time per Participant:** Provided that the Contractor has access to the screening site at least sixty (60) minutes prior to the event start time, events will start on time, be fully staffed in order to support the flow rate for pre-scheduled appointments, and end on time.The penalty will not apply if the Contractor and event host agree to lengthen the event time to accommodate walk-in appointments.The penalty will not apply if the event start time or end time is delayed due to the event host’s failure to complete their responsibilities. If the event host’s responsibilities are impeded due to Contractor issues, the penalty will apply. | If an event starts or ends more than thirty (30) minutes later than scheduled, and 100 or less screenings had been scheduled for the event, the Contractor shall pay the event host $250 per incident.If an event starts or ends more than thirty (30) minutes later than scheduled, and more than 100 screenings had been scheduled for the event, Contractor shall pay the event host $500 per incident. |
| **3. Supplies:** One hundred percent (100%) of screening kits must be available for the number of scheduled screenings. | $500 for each screening event the standard is not met |
| **4. Notification:** The Contractor will notify the Department Program Manager (by phone or email) of complaints or issues that occurred at a screening event within one (1) Business Day. | $500 for each screening event the standard is not met |
| **5. \*Prior Notice of Event Cancellation or Change of Event Start Time/End Time:** Contractor will limit cancellation of events and adjustments to start/end times to extenuating circumstances and provide the Department/and the Employer (event host) with notice a minimum of twenty-one (21) Business Days prior to the event. Contractor cancelled events must be rescheduled for a date during the current incentive year.\*Any cancellation by Contractor due to *Force Majeure* negates this performance standard. | (i) If Contractor cancels a confirmed event ten (10) Business Days or less prior to the scheduled event for reasons not related to Contractor's performance, the Department will be paid 50% of the estimated event fees. (ii) If Contractor cancels a confirmed event 11-20 Business Days prior to the scheduled date, the Department will be paid 15% of the estimated event fees.(iii) If Contractor is unable to reschedule a cancelled event (not due to *Force Majeure*) within the incentive period, Contractor will provide a credit of 100% of the estimated event fees.\*\*If 50% of the event fees have been awarded as a credit already, Contractor will provide the remaining 50% of the event fees to the Department.**“Estimated event fees”** will be based on the number of screenings ordered multiplied by the per Participant fees for such event(s) and any travel fees that may have already been incurred. |
| **C. Flu Shot Clinic Events - reported by on-site coordinator:**  |
| 1. **Event Scheduling:** The Contractor will provide a flu vaccine clinic event for every Employer request received at least sixty (60) Calendar Days prior to the requested event date.
 | $1,500 per incident (for each clinic that is not scheduled within sixty (60) Calendar Days of the request) |
| 1. **Length of Flu Shot Clinic. Time per Participant:** Provided that the Contractor has access to the clinic site at least thirty (30) minutes prior to the event start time, events must start on time, be fully staffed in order to support the flow rate for pre-scheduled appointments, and end on time.

The penalty will not apply if the Contractor and event host agree to lengthen the event time to accommodate walk-in appointments.The penalty will not apply if the event start time or end time is delayed due to the event host’s failure to complete their responsibilities. If the event host’s responsibilities are impeded due to Contractor issues, the penalty will apply.\*If an event starts late and ends late, Contractor will be subject to either (a) the penalty for the late start time **or** (b) the penalty for the late end time; Contractor will not be subject to both penalties. If both the late start time and the late end time are solely attributable to the Contractor, Contractor will be subject to the greater of the penalties for the late start or late end time. | $150 per each full thirty (30) minutes the event is delayed from starting on time, per incident\*$150 per each full thirty (30) minutes the event goes over the expected end time, per incident\* |
| 1. **Supplies:** One hundred percent (100%) of flu vaccines will be available for number of scheduled appointments.
 | $150 per incident (for each scheduled event where not enough vaccines are available for scheduled appointments) |
| 1. **Notification:** The Contractor will notify the Department Program Manager (by phone or email) of complaints or issues known to Contractor that occurred at a clinic event within one (1) Business Day of the event.
 | $500 per incident |
| 1. **\*Prior Notice of Event Cancellation or Change in Event Start Time/End Time:** Contractor will limit cancellation of events and adjustments to start/end times to extenuating circumstances and provide the Department and the Employer (event host) with notice a minimum of twenty-one (21) Business Days prior to the event. Contractor cancelled events must be rescheduled for a date during the current incentive year.

\*Any cancellation by Contractor due to *Force Majeure* negates this performance standard. Any cancellation by the Department or the event host negates this performance standard.\*\*Estimated fees for the scheduled, but subsequently canceled, event are calculated by multiplying the total number of flu vaccines ordered by the flu vaccine fee established for that flu season. | 1. If Contractor cancels a confirmed event ten (10) Business Days or less prior to the scheduled event date, Contractor will pay the Department 25% of the estimated fees.\*\*
2. If Contractor cancels a confirmed event 11-20 Business Days prior to the scheduled event date, Contractor will pay the Department 15% of the estimated fees.\*\*
3. If Contractor is unable to reschedule a cancelled event (not due to *Force Majeure*) within the incentive period, Contractor will provide a credit for 100% of the estimated fees.\*\*
 |
| **D. Data Warehouse Performance Standards & Penalties: assessed quarterly or annually as appropriate** |

| **Data Deliverable/Requirement** | **Frequency/Due Date** | **Penalties** |
| --- | --- | --- |
| 1. **Health Assessment Data Transfer:** The Contractor must submit all Department-specified Participant health assessment data to the Department’s data warehouse vendor in the most recent file format specified by the Department.
 | Due quarterly on the date approved by the Department  | One thousand ($1,000) dollars per Business Day for which the standard is not met |
| 1. **Biometric Screening Data Transfer:** The Contractor must submit all Department-specified Participant biometric screening data to the Department’s data warehouse vendor in the most recent file format specified by the Department.
 | Due quarterly on the date approved by the Department | One thousand ($1,000) dollars per Business Day for which the standard is not met |
| 1. **Incentive Payment Data Transfer:** The Contractor must submit all Department-specified incentive payment data to the Department’s data warehouse vendor in the most recent file format specified by the Department.
 | Due annually on the date approved by the Department | One thousand ($1,000) dollars per Business Day for which the standard is not met |
| 1. **Wisconsin Immunization Registry (WIR) Data Transfer:** the Contractor must submit the prior year’s Participant flu shot vaccination data to the Wisconsin Immunization Registry (WIR) in a manner compliant with WIR requirements, see: <https://www.dhfswir.org/PR/portalHeader.do;jsessionid=3PvKzdRBZvwcSpjdIhEKmyiTuWZzpdEeWBbTTw3i.master:ir-server>
 | Due by the end of each February during the Contract term | One thousand ($1,000) dollars per Business Day for which the standard is not met |

| **II. Performance Standards for all three RFPs/Contracts: ETB0047 – Well-being Services, ETB0048 Mental Health Services, and ETB0049 Chronic Condition Management** | **Penalties** |
| --- | --- |
| **A. Implementation Deadlines: assessed within three (3) months of due date** |
| 1. **Promotion and Communication Plan:** Within ten (10) Business Days of the date of Contract execution, the Contractor will submit Contractor’s Annual Promotion and Communication Plan to the Department Program Manager for review and approval.
 | $500 per Business Day late |
| 1. **Grievance Procedure:** Within thirty (30) Calendar Days of the date of Contract execution, the Contractor will submit Contractor’s complaints and grievance process and procedures to the Department Program Manager for review and approval.
 | $500 per Calendar Day late |
| 1. **Website Design and Content:** The Contractor must provide the Department Program Manager with proposed Contractor’s Program website design and content in a test environment no later than **September 1, 2023,** for the Open Enrollment Period, listing basic information about the 2024 Program, e.g., Contractor’s name and contact information for customer service.
 | $500 per Calendar Day late |
| 1. **Customer Service Staff:** The Contractor’s customer service staff for the Program is established, trained and operational for the Open Enrollment Period no later than **September 1, 2023**.
 | $500 per Calendar Day late |
| 1. **Homepage Launch:** Contractor’s homepage for the Program website is completed, as determined by the Department, and launched for access by all Members no later than **September 15, 2023** for the Open Enrollment Period.
 | $500 per Calendar Day late |
| 1. **Web-portal Testing:** Contractor’s proposed content for the Program web-portal must be provided to the Department and ready for initial testing no later than **November 4, 2023**.
 | $500 per Calendar Day late |
| 1. **Eligibility File:** The daily and full file compare of the Department’s HIPAA 834 eligibility files must be fully tested and ready for Program operation no later than **November 10, 2023**.
 | $500 per Calendar Day late |
| 1. **Data Transfers:** Contractor data transfers will be established, tested, and working correctly and securely with all GHIP participating health plans, the pharmacy benefit manager, data warehouse, Department, and if applicable, other Program administrators no later than **December 1, 2023**.
 | $500 per Calendar Day late |
| 1. **Mailing Content:** Contractor will provide the content for the Contractor’s January 2024 informational mailing to eligible Subscribers to the Department Program Manager no later than **December 1, 2023**.
 | $500 per Calendar Day late |
| 1. **Program Content:** All Program content that will be available at the time of the Program Launch Date has received approval by the Department no later than **December 15, 2023**.
 | $500 per Calendar Day late |
| 1. **Web-portal Launch:** Contractor’s web-portal will be fully functional and include all the features specified in Appendix 1 – Specifications-General, Section 1.3 for the 2024 program year and available to all Members no later than **January 3, 2024**.
 | $500 per Calendar Day late |
| **B. Notification of Data Breach:**  |
| **1. Notice:** Contractor will notify the Department Program Manager and Department Privacy Officer within twenty-four (24) hours of identifying a breach, impermissible use, or impermissible disclosure of Member PII or PHI. The Department Privacy Officer can be reached at ETFSMBPrivacyOfficer@etf.wi.gov.  | $2,500 - first violation$5,000 - second violation$10,000 - third and any additional violations$100,000 annual maximum. |
| **2. First Notice:** The Contractor will notify the Department Program Manager and Department Privacy Officer no less than one (1) Business Day before Contractor releases any external communications regarding a data breach. The Department Privacy Officer can be reached at ETFSMBPrivacyOfficer@etf.wi.gov. | $2,500 - first violation$5,000 - second violation$10,000 - third and any additional violations$100,000 annual maximum |
| **C. No Solicitation of Members:**  |
| **1.** Contractor will not use or disclose names, addresses, or other data for any purpose other than specifically provided for in the Contract. | $1,000 per Member solicited |
| **D. Account Management:**  |
| **Responses to the Department** **Program Manager and Department** **Ombudsperson:** 1. **Acknowledgment:** One hundred percent (100%) of phone calls and emails from the Department to Contractor must be acknowledged by Contractor’s Account Lead, or designated back-up, by 5:00 p.m. on the Business Day following the date of the Department’s contact.
 | $150 per incident |
| 1. **Resolution:** One hundred percent (100%) of the Department’s issues received by Contractor by phone call or email are resolved by the Contractor within five (5) Business Days of receipt.
 | $150 per Business Day late |
| 1. **Written Inquiries:** The Contractor will respond to one hundred percent (100%) of the Department’s written inquiries sent to Contractor by mail within fifteen (15) Business Days of receipt.
 | $250 per Business Day late |
| **E. Prior Approval of Member Materials:**  |
| **1.** All Contractor promotional materials must receive approval by the Department Program Manager prior to distribution to eligible Members. These materials include, but are not limited to: emails, letters, newsletters, fliers, posters, etc. | $500 per incident |
| **F. Customer Service - reported by Contractor:**  |
| **1. Telephone Response Time:** At least eighty-five percent (85%) of all calls to Contractor’s customer service will be answered within thirty (30) seconds; measured by the amount of time between the time a call is received into a customer service queue and the time the phone is answered by a customer service representative. | $2,500 per quarter for each full percentage point below standard (maximum of $12,500 per quarter). |
| **2. Call Abandonment Rate:** Less than five percent (<5%) of calls placed to Contractor’s customer service will be abandoned; measured by the percentage of calls that are not answered by Contractor after thirty (30) seconds (caller hangs up before answer) divided by the number of calls received. | $2,500 per quarter when the abandonment rate is equal to or greater than 5%. In addition, for each full percentage point over 5%, the penalty will be assessed.The penalties assessed for this standard will not exceed $12,500 per quarter. |
| **3. Notification of Disruption:** Contractor will notify the Department Program Manager of any disruption in Contractor’s customer service center availability or toll-free access regardless of reason for disruption, within one (1) hour of realization that a problem exists. | $2,500 per incident |
| **4. First call resolution rate:** Ninety-five percent (95%) of calls to Contractor’s customer service will be managed to resolution on initial contact; measured by the number of calls that are completed without need for referral or follow-up action divided by the total number of calls received. | $2,500 per quarter for each percentage point below the standard (maximum of $12,500 per quarter) |
| **5. Electronic Written Inquiry Response:** Ninety-five percent (95%) of customer service issues submitted by email, website and web-portal are responded to by Contractor within two (2) Business Days, with a full resolution and response within five (5) Business Days | $2,500 per quarter for each full percentage point below the standard (maximum of $12,500 per quarter). |
| **6. Written Inquiry Response:** Ninety-eight percent (98%) of all written inquiries sent to Contractor via USPS are responded to within ten (10) Business Days of receipt. | $2,500 per quarter for each full percentage point below the standard (maximum of $12,500 per quarter) |
| **7. Call Center Access:** Dedicated toll-free telephone access to Contractor’s customer service center must be available between 8:00 a.m. and 5:00 p.m., CST/CDT, Monday through Friday, at a minimum, except for legal State holidays and other mutually agreed upon Contractor holidays, which will be updated by the Contractor and provided to the Department via email annually. | $2,500 per each Day that call center access is unavailable during the stated hours of availability |
| **8. Complaints and Grievances processing:** Contractor must comply one hundred percent (100%) with the agreed upon requirements regarding Member complaints and grievances.  | $2,500 per incident |
| **G. Surveys - reported by Contractor:** |
| **1. Conducting Surveys:** The Contractor will conduct all surveys as specified in the Contract. | $2,500 per survey requirement per quarter  |
| **2. Satisfaction Surveys\*:** The Contractor must achieve a ninety percent (90%) satisfaction rate or better (defined as “top two-box” satisfaction/approval using an approved standard 5-point survey tool) on all surveys required by the Contract. \*Note: Requires a minimum of fifty percent (50%) survey participation or at least 100 Participants responding to each survey per quarter, whichever is less for each survey. Neutral responses and those left blank will be excluded from the performance calculation.\*Each survey will be administered as agreed upon by the Department and Contractor. | $2,500 per survey requirement per quarter  |
| **H. Website and Web-portal:**  |
| **1. Website Updates:** The Department-approved website structure, pages and content will be available to Members no later than two (2) weeks prior to the annual Open Enrollment Period. | $500 per Calendar Day late |
| **2. Web-Portal Updates:** The Department-approved web-portal structure, pages and content will be ready to launch two (2) weeks prior to the specified annual Program start date. | $500 per Calendar Day late |
| **3. Availability:** With the exception of scheduled maintenance, the Contractor’s website and web-portal must be available continuously. In the event of downtime, the Contractor must immediately notify the Department Program Manager of the expected duration of the downtime, post a notice on the website and provide a 24-hour “hotline” number for Members.  | $3,000 per incident. If the outage continues for more than 24 hours, an additional $3,000 will be assessed per Calendar Day the website/web-portal is down/unavailable. |
| **4. Approval of Changes**: All content or navigation changes to the website and web-portal must not occur without the prior approval of the Department Program Manager. | $3,000 per incident |
| **I. Data Management:**  |
| **1. Eligibility File:** The Contractor must accurately process all daily eligibility files received from the Department within two (2) Business Days of the Contractor’s receipt of the file.  | $500 per Business Day late |
| **2. File Layout:** The Contractor will provide data to other vendors of the GHIP in a mutually agreed upon format and timeline. | $2,000 per incident |
| **3. Data Transfer:** Contractor must establish all vendor-to-vendor data transfers within ninety (90) Calendar Days of written notification from the Department. | $500 per Calendar Day late |
| **J. Reporting Requirements:**  |
| **1. Submission of Standard Reports:** All reports submitted by the Contractor shall be in the format agreed to by the Department and the Contractor and delivered on or before the reporting deadline. | $500 per Business Day late |
| **2. Accuracy of Standard Reports:** The Contractor shall ensure ninety-five percent (95%) of all reports submitted to the Department are accurate and complete on first submission. The Department will determine completeness of Contractor’s reports based on the required parameters of the report; accuracy of reports may be verified by the Department or the Department’s auditor via reviews of Contractor’s data used to generate the reports. | $2,500 for a rate less than 95% per quarter |
| **K. Data Warehouse Performance Standards & Penalties: assessed quarterly** |

| **Data Deliverable/Requirement** | **Frequency/Due Date** | **Penalties** |
| --- | --- | --- |
| 1. **Program Participation Data Transfer:** The Contractor must submit all Program participation data to the Department’s data warehouse vendor in the most recent file format specified the Department
 | Due monthly on the date approved by the Department | One thousand ($1,000) dollars per Business Day for which the standard is not met |
| 1. **Data Warehouse Submission Delays:** The Contractor must communicate any delays in submitting Program data to the Department’s data warehouse vendor via email to the Department Program Manager or designee and the Department’s data warehouse vendor
 | Due as soon as the delay is known, but no later than one (1) Calendar Day before the scheduled transfer date  | One thousand ($1,000) dollars per Business Day for which the standard is not met |
| 1. **Data File Corrections:** Contractor must resolve any data errors in the submitted files as identified by the Department’s data warehouse vendor or the Department
 | Due within two (2) Business Days of notification, unless otherwise approved by the Department in writing | One thousand ($1,000) dollars per Business Day for which the standard is not met |
| 1. **Two-Chance Rule:** During the initial Program implementation, the Contractor will have two (2) chances to submit acceptable data. The Contractor will be charged a penalty for each data file submitted after the second submission that is not accepted by the Department’s data warehouse vendor.
 |  | One thousand seven hundred fifty dollars ($1,750) for each submission after the allowed submissions |
| 1. **Once-Chance Rule:** After implementation, during the ongoing operations of the Program, the Department will charge the Contractor a penalty fee for each data file submitted after the first submission that is not accepted by the Department’s data warehouse vendor.
 |  | One thousand seven hundred fifty dollars ($1,750) for each submission after the allowed submission(s) |
| 1. **Pass-Through Data Warehouse Penalties:** The Department will pass through any penalties assessed by the Department’s data warehouse vendor for failure to submit data in accordance with the Contract.
 |  | The penalty will be the amount charged by the Department’s data warehouse vendor for Contractor’s failure to meet the data submission requirements not otherwise subject to a penalty as described herein |
| 1. **Data Dictionary Changes:** Contractor must notify the Department’s data warehouse vendor of a change to the valid values or data fields in the Contractor’s next data file submission
 | Due at least ten (10) Business Days before the next data file submission deadline | One thousand ($1,000) dollars per Business Day for which the standard is not met |