

Attachment B

Service Level Agreement



Wyoming Department of Health
Division of Healthcare Financing

Kid Care CHIP

Provided by:

Blue Cross & Blue Shield of Wyoming

P.O. Box 2266
Cheyenne, WY 82003

307-634-1393

March 2018

General Description

This document is intended as a Service Level Agreement for Kid Care CHIP representing the official commitment prevailing between the Blue Cross Blue Shield of Wyoming (Contractor) and Wyoming Department of Health, Division of Healthcare Financing, Kid Care CHIP. This document defines the services to be provided by the Contractor, the required performance level associated with each service, the process for reporting each service and penalty for Contractor not meeting the commitments associated with the Contract.

Service Level Agreement and associated penalty are in effect at the execution of the Contract.

SLA No.	DESCRIPTION	Performance Measure	Penalty
1	Project Work Plan	Submit a Project Work Plan as described in the Statement of Work no later than July 13, 2018.	\$1000.00 for missed initial deadline and \$100.00 per business day thereafter until Project Work Plan is submitted to the Agency.
2	Staffing Plan	Submit a Staffing Plan as described in the Statement of Work no later than July 13, 2018.	\$100.00 per business day for late submission of Staffing Plan. \$100.00 per business day for late

			notification of change to named position in the organizational chart.
3	Disaster Recovery and Business Continuity Plan	Submit a Disaster Recovery and Business Continuity Plan as described in the Statement of Work no later than July 13, 2018.	\$100.00 per business day for late submission of Disaster Recovery and Business Continuity Plan.
4	Conduct Monthly Status Meeting, develop Monthly Status Report template and submit Monthly Status Reporting	<p>Conduct Monthly Status Meeting for purpose of reporting reviewing Contract deliverables.</p> <p>Submit a template for the Monthly Status Report as described in the Statement of Work no later than July 13, 2018.</p> <p>The Monthly Status Report will be submitted five (5) business days prior to the scheduled monthly status meeting.</p>	<p>No penalty.</p> <p>\$1000.00 for missed initial deadline and \$100.00 per business day thereafter until Monthly Status Report template is submitted to the Agency.</p> <p>\$100.00 per business day until the Monthly Status Report is submitted to the Agency.</p>
5	Attend monthly and/or quarterly Contract Management Meeting.	<p>Contractor shall attend monthly Agency Contract Management Meetings.</p> <p>Subcontractors to the Contract will be expected to attend when deemed necessary by the Agency.</p>	Contractor and subcontractors are expected to attend monthly as necessary.

		The initial Contract Management Meeting will be on a date in July 2018 identified by the Agency and every month thereafter throughout the life of the Contract.	
6 & 7	Enrollment Packet	Submit a copy/sample of the Kid Care CHIP enrollment packet described in the Statement of Work to the Agency no later than July 17, 2018.	<p>\$500.00 for missed initial deadline and \$100.00 per business day thereafter until the copy/sample of the Kid Care CHIP enrollment packet is submitted to the Agency.</p> <p>\$500.00 for failing to provide the Agency with documentation of enrollment packet being postmarked within ten (10) days of Contractor being notified of enrollee's eligibility.</p> <p>\$100.00 per incident of mailing date being beyond the ten (10) business day requirement.</p>
8	Subscription Agreement	Contractor shall submit to the Agency the Subscription Agreement as described in the Statement of Work no later than July 31, 2018.	\$500.00 for missed initial deadline and \$100.00 per business day thereafter until the Subscription Agreement is received by the Agency.

9 & 10	Enrollee Handbook	Submit to the Agency a copy of the Enrollee Handbook as described in the Statement of Work as it pertains to language no later than July 31, 2018.	\$500.00 for missed initial deadline and \$100.00 per business day thereafter until the Enrollee Handbook is received by the Agency. \$100.00 per business day until the Monthly Status Report is submitted to the Agency.
11	Batch Enrollment File	Receive approved batch enrollment file as described in the Statement of Work with 99.9% accuracy and provide verification to the Agency within twenty-four (24) hours of transmitting the file.	\$1000.00 for late acceptance of approved batch enrollment file, and \$1000.00 for any additional twenty-four hour delay in accepting the file.
12	Batch Enrollment File	Accept approved batch enrollment file from the Agency in a manner that is in compliance with HIPAA and all other federal and State confidentiality rules and regulations.	\$1000.00 penalty for each security incident that affects fifteen (15) people or more if the file is accepted and activated in a manner that is not compliant with HIPAA and all other federal and State confidentiality rules and regulations.
13	Add-On Process	Process enrollment of daily add-on children as described in the Statement of Work.	\$100.00 if add-on process is not completed within the twelve (12) hour requirement, including notification of subcontractor(s) and

			<p>notification of Agency.</p> <p>\$100.00 per additional twelve (12) hour period the add-on process is not completed and notification is not received by the Agency.</p>
14	Premium Invoice	Invoice the Agency monthly for all premium payments due as described in the Statement of Work.	<p>\$500.00 if the invoice amount does not equal the amount determined by Agency reconciliation process.</p> <p>\$100.00 per business day following the 12th of each month until the accurate invoice is received by the Agency.</p>
15 - 17	Outreach and Marketing	Market appropriate materials for Kid Care CHIP as described in the Statement of Work.	<p>\$100.00 if documentation of outreach and marketing actions are not reported in the Monthly Status Report.</p> <p>\$100.00 per business day until such documentation is received by the Agency.</p>
18	Kid Care CHIP toll-free number	Provide a toll-free number in Customer Service Center as described in the	\$100.00 if toll-free number metrics are not reported in the Monthly Status

		Statement of Work.	Report.
19	Reporting	Develop, maintain and deliver to the Agency reports as described in the Statement of Work.	<p>\$100.00 per business day until the metrics are received by the Agency.</p> <p>\$100.00 if any report is not received by the Agency according to the required timeline, and \$100.00 per business day thereafter until the report is received by the Agency.</p> <p>\$100.00 if the report does not contain the required information, and \$100.00 per business day until the required information is received by the Agency.</p>
20 & 21	Quality Assurance/Quality Monitoring Plan	Develop and maintain a Quality Assurance/Quality Monitoring Plan as described in the Statement of Work.	<p>\$500.00 if the Quality Assurance/Quality Monitoring Plan is not received by the Agency by August 31, 2018.</p> <p>\$100.00 if the Quality Assurance/Quality Monitoring Plan does not contain the requested information.</p> <p>\$100.00 per business day thereafter until the requested information is received by the</p>

			Agency.
22	Performance Improvement Program (PIP)	Identify and submit to the Agency a Performance Improvement Program (PIP) as described in the Statement of Work.	<p>\$500.00 if Performance Improvement Program (PIP) is not identified and submitted to the Agency by October 15, 2018.</p> <p>\$100.00 per business day thereafter following October 15, 2018 until the PIP is received by the Agency.</p>
23	Health Risk Assessment	Advise new enrollees and renewing enrollees of availability of health risk assessment as described in the Statement of Work.	<p>\$500.00 for missed submission of quarterly data not submitted by October 15, 2018.</p> <p>\$100.00 per business day thereafter until the data is received by the Agency.</p> <p>\$500.00 for missed submission of quarterly data not submitted for each quarter after the first quarter.</p> <p>\$100.00 per business day not received timely for each quarter after the first quarter.</p>
24	Pre-authorization	Submit to Agency report of pre-authorization activity as	\$500.00 if omitted from Monthly Status Report. \$100.00 per

		described in the Statement of Work.	business day thereafter until report is submitted to Agency. \$100.00 per incident outside seven (7) day requirement. Three consecutive months of not meeting 100% of required reporting will require a Corrective Action Plan.
25	Pre-authorization	Submit to Agency report of expedited pre-authorization activity as described in the Statement of Work.	\$500.00 if omitted from Monthly Status Report. \$100.00 per business day thereafter until report is submitted to the Agency. \$100.00 per incident outside three (3) day requirement. Three consecutive months of not meeting 100% of required reporting will require a Corrective Action Plan.
26	Provider Network Adequacy	Provide to the Agency for approval on a quarterly basis a Provider Network Adequacy report as described in the Statement of Work.	\$500.00 if initial report is not submitted to Agency by October 15, 2018. \$100.00 per business day thereafter until report is received by Agency.
27	Provider Directory	Provide to the Agency a Provider Directory as	\$100.00 if Provider Directory, either

		described in the Statement of Work.	electronic or paper, is not submitted to the Agency by July 31, 2018.
28	Provider Fees	Provide to the Agency certification by July 31, 2018 that medical and dental provider fees are sufficient as described in the Statement of Work.	<p>\$500.00 if certification regarding provider fees and read-only access is not received by July 31, 2018.</p> <p>\$100.00 per business day thereafter until Agency receives certification.</p>
29	Provider Termination	The Contractor will provide notification to the Agency and Kid Care CHIP clients of a provider termination as described in the Statement of Work.	<p>\$500.00 if notification of a provider termination is not received within ten (10) days of the event.</p> <p>\$100.00 per business day thereafter until the Agency receives notification.</p> <p>\$1000.00 if notification of a provider termination is not sent out to the enrollees/patients within thirty (30) days.</p> <p>\$100.00 per business day thereafter until the notification is sent out.</p>
30	Provider Screening, Enrollment and Credentialing	Provide to the Agency by July 31, 2018 documentation of the	\$1000.00 if documentation of the process is not

		<p>process for Provider, Screening, Enrollment and Credentialing as described in the Statement of Work.</p>	<p>provided to the Agency by July 31, 2018.</p> <p>\$100.00 per business day thereafter until Agency receives the documentation.</p> <p>\$1000.00 if examples of newly enrolled providers and re-enrolled providers screening results are not provided by October 31, 2018.</p> <p>\$100.00 per business day thereafter until Agency receives the documentation.</p>
31	Claims payment	<p>Provide to the Agency in the Monthly Status Report documentation of paid claims information as detailed in the Statement of Work.</p>	<p>\$500.00 if documentation not included in the Monthly Status Report.</p> <p>\$100.00 per business day thereafter until the Agency receives the documentation.</p> <p>A Corrective Action Plan will be provided to the Agency if medical and dental claims processing does not meet the ninety-nine percent (99%) requirement for three (3) consecutive months.</p>

32	Consumer Assessment of Healthcare Provider Services (CAHPS)	Provide to the Agency the plan for vendor to conduct annual CAHPS with identified Kid Care CHIP families as outlined in the Statement of Work.	\$100.00 per business day beyond thirty (30) calendar days following receipt of survey results from vendor.
33	Provider Training	Contractor shall educate network providers and statewide Public Health offices and conduct a satisfaction survey as described in the Statement of Work.	\$1000.00 for not completing annual provider training. A Corrective Action Plan will be submitted to the Agency if an 85% satisfaction rate is not achieved.
34	Grievances and Appeals for Benefits	Provide Agency written policies and procedures for resolving grievances and appeals relating to Kid Care CHIP benefits as described in the Statement of Work.	\$500.00 for failure to provide the Agency written policies and procedures for benefit grievances and appeals by July 31, 2018. \$100.00 per business day thereafter until Agency receives the written policies and procedures.
35	Grievances and Appeals for Providers	Manage the grievances and appeals process with providers in the Kid Care CHIP network and provide the Agency as described in the Statement of Work.	\$500.00 for failure to provide Agency with written policies and procedures for provider grievances and appeals by July 31, 2018. \$100.00 per business day thereafter until such written policies

			and procedures are received by the Agency.
36	Drug Formulary	Provide to the Agency drug formulary information as described in the Statement of Work.	<p>\$500.00 for not submitting the drug formulary information by July 17, 2018.</p> <p>\$100.00 per business day thereafter until the information is received by the Agency.</p> <p>\$500.00 for not submitting a change to the formulary within thirty (30) days.</p>
37	EPSDT	Develop program to promote baseline and periodic screenings, including immunizations as described in the Statement of Work.	<p>\$500.00 for not providing program details to Agency by July 31, 2018.</p> <p>\$100.00 per business day thereafter until program details are received by the Agency.</p>
38	Project Management Plan	Develop and maintain a Project Management Plan as described in the Statement of Work.	<p>\$500.00 for not providing the Agency with a Project Management Plan by July 31, 2018.</p> <p>\$100.00 per business day thereafter until the plan is received by the Agency.</p>
39	Risk Management Plan	Develop and maintain a	\$500.00 for not

		Risk Management Plan as described in the Statement of Work and include a Risk Management Log as part of the Monthly Status Report.	<p>providing the Agency with a Risk Management Plan by July 31, 2018.</p> <p>\$100.00 per business day thereafter until the Plan is received by the Agency.</p>
40	Security Plan	Develop and maintain a comprehensive Security Plan as described in the Statement of Work.	<p>\$500.00 for not providing the Agency with a comprehensive Security Plan by August 31, 2018.</p> <p>\$100.00 per business day thereafter until the Security Plan is received by the Agency.</p>
41	Protect Confidentiality	Ensure security is in place to protect the confidentiality, integrity and availability of the system as described in the Statement of Work.	<p>0% of security incidents affecting 100 or more clients annually. For any security incidents affecting between 100-499 clients, the Contractor shall be penalized \$2500.00 per day after day one (1) if emergency issues are not mitigated or resolved. In the event of a breach the Contractor shall notify the Agency within thirty (30) days.</p> <p>0% of security issues affecting 500 or more</p>

			clients annually. For any security incident affecting a population of 500 clients or more, the Contractor shall be penalized \$5000.00 per day after day one (1) if emergency issues are not mitigated or resolved. In the event of a breach the Contractor will notify the Agency within twenty (20) days.
42	Communication Management Plan	Develop and maintain a Communication Management Plan as described in the Statement of Work.	<p>\$100.00 for not submitting the Communication Management Plan to the Agency by July 31, 2018.</p> <p>\$100.00 per business day thereafter until the Plan is received by the Agency.</p>
43	HIPAA Compliance	Indicate in the Monthly Status Report compliance with HIPAA as described in the Statement of Work.	<p>\$100.00 for not submitting the HIPAA compliance information at the first Monthly Status meeting.</p> <p>\$100.00 per business day thereafter until the HIPAA compliance information is received by the Agency.</p> <p>\$100.00 per business</p>

			day for any Monthly Status meeting the HIPAA compliance information is not submitted timely.
44	T-MSIS Reporting	Submit to CMS T-MSIS files meeting federal reporting requirements as described in the Statement of Work.	<p>\$1,000.00 for failing to submit T-MSIS files with 99.9% accuracy rate within ninety (90) calendar days of production.</p> <p>\$100.00 per business day thereafter until submitted files reflect the required 99.9% accuracy rate.</p>
45	T-MSIS Information Technology	Implement T-MSIS information technology capabilities as described in the Statement of Work.	<p>\$1,000.00 for failing to implement technology capabilities that allows for demonstration of operational readiness to submit T-MSIS files no later than ten (10) days prior to T-MSIS production submission date.</p> <p>\$500.00 per business day thereafter until technology capabilities allow for demonstration of operational readiness to submit T-MSIS files.</p>
46	Secure T-MSIS Interface	Provide secure interface with CMS for transmission of	\$500.00 for failure to provide documentation of

		accurate T-MSIS encounter per Statement of Work.	secure status of interface prior to any transmission of data.
47	T-MSIS Project Work Plan	Submit to the Agency a T-MSIS Project Work Plan as described in the Statement of Work.	<p>\$1,000.00 for failure to submit T-MSIS Project Work Plan to Agency no later than July 10, 2018.</p> <p>\$500.00 if the Project Work Plan does not contain items described in Statement of Work.</p> <p>\$100.00 per business day thereafter T-MSIS Project Work Plan is not submitted to and approved by the Agency.</p>
48	Retrieve T-MSIS File	Retrieve the Agency T-MSIS file as described in the Statement of Work.	\$1,000.00 for failing to retrieve Agency T-MSIS file from the specified location, at a specified time or specified duration for each business day it is not picked up.
49	T-MSIS Go-Live Deadline	Contractor shall meet the T-MSIS go-live deadline as required by CMS as described in the Statement of Work.	<p>\$2,500.00 for failing to meet the CMS required go-live deadline.</p> <p>\$500.00 per business day beyond the ten (10) business day requirement to demonstrate operational readiness.</p>

50	Transition to Highmark	Contractor shall provide to the Agency documentation that demonstrates operational readiness of the HighMark system into production as described in the Statement of Work.	\$5,000.00 for failing to deliver documentation to the Agency no later than fifteen (15) business days prior to the scheduled transition date and \$2,500.00 per business day thereafter until documentation is provided.
51	Encounter Data to MMIS	Contractor shall deliver encounter data to MMIS as described in Statement of Work.	\$2,500.00 for failing to deliver encounter data to the MMIS on agreed upon due date. \$500.00 for each business day after agreed upon due date.
52	Monthly Status Reports	Contractor shall deliver monthly status reports to Agency as described in Statement of Work.	\$100.00 for failing to deliver Monthly Status Reports five (5) business days prior to each Monthly Status meeting. \$100.00 for each business day after the Monthly Status meeting the reports are late.
53	Medical Loss Ratio	The medical loss ratio and proposed premium rates will delivered per the Statement of Work.	If the medical loss ratio and proposed premium rates are not delivered by April 1, 2019, the premium rates will remain the same for the contact year of 2019/2020 as they were for

			2018/2019 contract year.
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Expectations of State by Contractor

The Contractor will rely on the Agency to provide assistance with contact information, review of milestones as they are completed, and general responsiveness to project needs and questions as they arise, including but not limited to weekly and monthly enrollment data and the monthly reconciliation process for billing purposes. The Contractor appreciates any input and critiques, and will work closely with the Project Representative to ensure all goals and requirements of this project are met.