
Performance Guarantee Attestations

Implementation and Start-Up Guarantee

The Offeror

- agrees
- does not agree

that all Implementation and Start-Up activities listed in Section IV.A.2 will be in place on the implementation date.

If the Contractor fails to complete all implementation and start-up activities within the Implementation Period, the Contractor shall credit against the Project's fees \$1,250 per Day that the Contractor fails to assume full operational responsibility to the satisfaction of the Department.

Call Center Availability Guarantee

The Offeror

- agrees
- does not agree

that the call center toll-free telephone line will be operational and available to callers at least ninety-eight percent (98%) of the Contractor's Call Center Hours. The call center availability will be reported daily, and may transition to weekly at the discretion of the Department, and calculated for the term of the Agreement.

For each .01 to 1% below the standard of ninety-eight percent (98%) that the Contractor's toll-free telephone line is not operational and available to callers during the Contractor's Call Center Hours, the Contractor shall credit against the Project Fees the amount of \$10,000.

Call Center Telephone Response Time Guarantee

The Offeror

- agrees
- does not agree

that the call center toll-free telephone line will be answered by a call center representative within 45 seconds at least ninety percent (90%) of the time during the Contractor's Call Center Hours. The call center response time will be reported daily, and may transition to weekly at the discretion of the Department, and calculated for the term of the Agreement.

For each .01 to 1% of incoming calls to the Contractor's telephone line below the standard of ninety percent (90%) that is not answered by a call center representative within 45 seconds, Contractor shall credit against the Project Fees the amount of \$10,000.

Exhibit I.T.2

Telephone Abandonment Rate Guarantee

The Offeror

- agrees
 does not agree

that incoming calls to the Contractor's call center toll-free telephone line in which the caller disconnects prior to the call being answered by a call center representative will not exceed the standard of three percent (3%) of total incoming calls. The call center telephone abandonment rate will be reported daily and may transition to weekly at the discretion of the Department, and calculated for the term of the Agreement.

For each .01 to 1% of incoming calls to the Contractor's call center toll-free telephone line in which the caller disconnects prior to the call being answered by a call center representative in excess of the standard of three percent (3%) of total incoming calls, the Contractor shall credit against the Project Fees the amount of \$10,000.

Telephone Blockage Rate Guarantee

The Offeror

- agrees
 does not agree

that incoming calls to the Contractor's call center toll-free telephone line that are blocked by a busy signal shall not exceed the standard of one percent (1%) of total incoming calls. The call center telephone line blockage rate will be reported daily, and may transition to weekly at the discretion of the Department, and calculated for the term of the Agreement.

For each .01 to 1% of incoming calls to the call center toll-free telephone line that are blocked by a busy signal, in excess of the standard of one percent (1%) of total incoming calls, the Contractor shall credit against the Project's Fees the amount of \$10,000.

Secure Online Web Portal Guarantee

The Offeror

- agrees
 does not agree

that ninety-five percent (95%) of all documents submitted by Enrollees, regardless of method of submission, will be uploaded, processed and viewable on the Contractor's secure online web portal within three (3) Business Days of receipt and one-hundred percent (100%) will be uploaded, processed and viewable on the Contractor's secure online web portal within five (5) Business Days of receipt. The document processing time shall be reported weekly and calculated for the term of the Agreement.

For each .01 to 1% below the standard of ninety-five percent (95%) of all documents received that are not uploaded, processed and viewable on the Contractor's secure online web portal within three (3) Business Days, the Contractor shall credit against the Project Fees the amount of \$10,000. Additionally for each .01 to 1% below the standard of one-hundred percent (100%) of all documents received that are not uploaded, processed and viewable on the Contractor's secure online web portal within five (5) Business Days, the Contractor shall credit against the Project Fees the amount of \$10,000.

Exhibit I.T.2

Amnesty Period, Eligibility Verification Period, and Appeal and Reinstatement Period(s) Guarantee

The Offeror

- agrees
 does not agree

that all Amnesty Period and Eligibility Verification Period tasks will be completed within one (1) year of the Agreement start date and all Appeal and Reinstatement Period(s) tasks will be completed within fifteen (15) months of Agreement start date.

For each month or partial month that all Amnesty Period and Eligibility Verification Period tasks are not completed within one (1) year of the Agreement start date and all Appeal and Reinstatement Period(s) tasks that are not completed within fifteen (15) months of the Agreement start date, the Contractor shall credit four percent (4%) of the total Project Fees charged under the Agreement for all DEA Project Services.

Reporting Guarantee

The Offeror

- agrees
 does not agree

that the accurate management of reports as specified in Section IV.A.9.a of this IFB will be delivered to the Department no later than their respective due dates inclusive of the date of receipt and supply the reports in an electronic format (Microsoft Access, Excel, Word) as determined by the Department.

For each management report that is not received by its respective due date, the Contractor shall credit against the Project Fees \$1,250 per report per each Business Day between the due date and the date the management report is received by the Department inclusive of the date of receipt.

Return on Investment (ROI) Guarantee

The Offeror

- agrees
 does not agree

to guarantee a ROI of at least 3:1 for the administration of the Amnesty Period and the Eligibility Verification Period: Total savings of at least three (3) times the total DEA Project cost. Total savings shall be calculated by the Department, as outlined in IV.10.b of this IFB, and shall be based on the Plan (Empire, SEHP or HMO) the member is enrolled in at the time of the audit.

If total savings calculated by the Department is less than three (3) times the total DEA Project cost charged under the Agreement, the Contractor shall credit against the total Project Fees the difference between three (3) times the total DEA Project cost and actual total savings as calculated by the Department, not to exceed the total Project Fees charged under the Agreement.

Exhibit I.T.2

Date: _____

Signature

**[INSERT OFFEROR NAME]
[INSERT TITLE]
[INSERT COMPANY NAME]**

CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____ }
: **SS.:**
COUNTY OF _____ }

On the ____ day of _____ in the year 2015, before me personally appeared: _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he resides at _____, Town of _____, County of _____, State of _____ ; and further that:

[Check One]

(**If a corporation**): _he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

(**If a partnership**): _he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name and on behalf of said partnership as the act and deed of said partnership.

Notary Public