

## ATTACHMENT 6



Department of  
Civil Service

**Performance Guarantees**  
**RFP entitled:**  
**“Mental Health and Substance Use (MHSU)**  
**Disorder Program”**

**Offeror Name:** \_\_\_\_\_

**Implementation Guarantee:** The Offeror proposes to forfeit \$\_\_\_\_\_ for each Calendar Day or part thereof, that all Implementation requirements are not met in the time frame stated in Section 3.2. The forfeited amount (Standard Credit Amount) is \$10,000.00 a day for each Calendar Day the guarantee is not met. However, an Offeror may propose higher amounts. This guarantee is not subject to the limitation of liability provisions of the Contract.

**Reporting Services Guarantee:** The Offeror proposes to forfeit \$\_\_\_\_\_ for each Calendar Day the Department has not received the MHSU Disorder Program management report and claims file by their respective due date. The forfeited amount (Standard Credit Amount) for each management report or claim file that is not received by its respective due date is \$100 per Calendar Day per report. However, an Offeror may propose a higher amount.

**Call Center Response Time Guarantee:** The Offeror proposes to forfeit \$\_\_\_\_\_ for each quarter in which the number of phone calls answered within thirty seconds falls below 90% of all incoming calls. The forfeited amount (Standard Credit Amount) is \$60,000.00 a quarter for each quarter in which this guarantee is not met. However, an Offeror may propose higher amounts.

**Availability Guarantee:** The Offeror proposes to forfeit \$\_\_\_\_\_ for each quarter in which the Offeror’s telephone line is not operational and available to Members and Providers 99.5% percent of the time. The forfeited amount (Standard Credit Amount) is \$60,000.00 a quarter for each quarter in which this guarantee is not met. However, an Offeror may propose higher amounts.

**Telephone Abandonment Rate Guarantee:** The Offeror proposes to forfeit \$\_\_\_\_\_ for each quarter in which more than 3% of callers disconnect a call prior to the call being answered by a CSR. The forfeited amount (Standard Credit Amount) is \$60,000.00 a quarter for each quarter in which this guarantee is not met. However, an Offeror may propose higher amounts.

**Telephone Blockage Rate Guarantee:** The Offeror proposes to forfeit \$\_\_\_\_\_ for each quarter in which more than 0% of incoming calls to the Offeror’s telephone line are blocked by a busy signal. The forfeited amount (Standard Credit Amount) is \$60,000.00 a quarter for each quarter in which this guarantee is not met. However, an Offeror may propose higher amounts.

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### Performance Guarantees RFP entitled: “Mental Health and Substance Use (MHSU) Disorder Program”

**Out-of-Network CRL Guarantee:** The Offeror proposes to forfeit \$\_\_\_\_\_ for each quarter in which less than 90% of cases where Members are referred to Out-of-network MHSU Providers within two Business Days (in non-emergency or non-urgent situations) because a network Provider is not available. The forfeited amount (Standard Credit amount) is \$60,000.00 a quarter for each quarter in which this guarantee is not met. However, an Offeror may propose higher amounts.

**Emergency CRL Guarantee:** The Offeror proposes to forfeit \$\_\_\_\_\_ for each quarter in which less than 100% of Members who call the CRL in need of life-threatening emergency care are referred to the nearest emergency room and contacted within thirty minutes by a network MHSU Provider or the CRL to assure their safety.

Additionally, the Offeror proposes to forfeit \$\_\_\_\_\_ for each quarter in which less than 100% of Members in need of non-life-threatening emergency care are contacted within thirty minutes by a network Provider or the CRL. The forfeited amount (Standard Credit amount) is \$60,000.00 a quarter for each quarter in which this guarantee is not met. However, an Offeror may propose higher amounts.

**Urgent Care CRL Guarantee:** The Offeror proposes to forfeit \$\_\_\_\_\_ for each quarter in which less than 99% of cases when a Member calls the CRL and requires urgent care, contact will be made by the Offeror to ensure that the network MHSU Provider contacted the Member within forty-eight hours of the call to the CRL. The forfeited amount (Standard Credit amount) is \$60,000.00 a quarter for each quarter in which this guarantee is not met. However, an Offeror may propose higher amounts.

**Enrollment Management Guarantee:** The Offeror proposes to forfeit \$\_\_\_\_\_ for each twenty-four-hour period or part thereof in which enrollment records that meet the quality standards for loading are not loaded in the Offeror’s enrollment system after such enrollment records have been released by the Department. The forfeited amount (Standard Credit Amount) is \$1,000.00 for each twenty-four-hour period or part thereof in which this guarantee is not met. However, an Offeror may propose higher amounts.

**Claims Payment Accuracy Guarantee:** The Offeror proposes to forfeit \$\_\_\_\_\_ for each year in which 99% of claims payment accuracy is not achieved as determined based on an annual audit conducted by the Department. The forfeited amount (Standard Credit Amount) is \$250,000.00 for each year this guarantee is not met. However, an Offeror may propose higher amounts.

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**Claims Processing Guarantee:** The Offeror proposes to forfeit \$\_\_\_\_\_ for each quarter in which less than 99.5% of claims that require no additional information in order to be correctly processed, are not processed within twenty-four Calendar Days from either the date the claim is received electronically or in the Offeror’s designated post office box to the date the payment is transmitted to the Provider or mailed to the Member as calculated on a quarterly basis. The forfeited amount (Standard Credit Amount) is \$60,000.00 a quarter for each quarter in which this guarantee is not met. However, an Offeror may propose higher amounts.

**Network Access Urban Areas Guarantee:** The Offeror proposes to forfeit \$\_\_\_\_\_ for each quarter in which less than 95% of urban Enrollees **in New York State** do not have MHSU Provider access that meets any network Access-Urban Areas requirement. The amount quoted by the Offeror shall be applied only once per quarter if the Offeror fails to maintain required access for any MHSU Provider type in Urban Areas. The quoted access standard is not an overall aggregate of Provider access in Urban Areas. The forfeited amount (Standard Credit Amount) is \$60,000.00 for any MHSU Provider type, calculated quarterly. An Offeror may propose a higher amount.

**Network Access Suburban Areas Guarantee:** The Offeror proposes to forfeit \$\_\_\_\_\_ for each the Offeror must propose a single forfeiture amount for each quarter in which less than 95% of suburban Enrollees **in New York State** do not have MHSU Provider access that meets any network Access-Suburban Areas requirement. The amount quoted by the Offeror shall be applied only once per quarter if the Offeror fails to maintain required access for any MHSU Provider type in Suburban Areas. The quoted access standard is not an overall aggregate of MHSU Provider access in Suburban Areas. The forfeited amount (Standard Credit Amount) is \$60,000.00 for any MHSU Provider type, calculated quarterly. An Offeror may propose a higher amount.

**Network Access Rural Areas Guarantee:** The Offeror proposes to forfeit \$\_\_\_\_\_ for each quarter in which less than 95% of rural Enrollees **in New York State** do not have MHSU Provider access that meets any network Access-Rural Areas requirement. The amount quoted by the Offeror shall be applied only once per quarter if the Offeror fails to maintain required access for any MHSU Provider type in Rural Areas. The quoted access standard is not an overall aggregate of MHSU Provider access in Rural Areas. The forfeited amount (Standard Credit Amount) is \$60,000.00 for any MHSU Provider type, calculated quarterly. An Offeror may propose a higher amount.

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**Network Composition Guarantee:** The Offeror proposes to forfeit \$\_\_\_\_\_ for each the Offeror must, propose a single forfeiture amount for each quarter in which it does not meet 90% of the targeted number of Providers in each of the eleven (11) Facility or Practitioner Licensure type categories: Mental Health Facility, Substance Abuse Facility, Mental Health and Substance Abuse Facility, Mental Health Outpatient Clinic Group, Substance Abuse Outpatient Clinic Group, Psychiatrist, Psychologist, Licensed Masters Level Clinician (MLC) who qualifies for the “R” designation in NYS or a MLC with highest licensure in other states, Certified Behavior Analyst Provider, Applied Behavioral Analysis Agency, Mental Health/Substance Abuse Practitioner – Other Prescriber. The Offeror must provide a target number for each of the eleven (11) network composition categories for which they are required to maintain at least 90% of providers in each of those categories. The amount quoted by the Offeror shall be applied for each MHSU Provider type per quarter if the Offeror fails to maintain required network composition. The forfeited amount (Standard Credit Amount) is \$60,000.00 for any MHSU Provider type, calculated quarterly. An Offeror may propose a higher amount.

**Inpatient Treatment Utilization Review Guarantee:** The Offeror proposes to forfeit \$\_\_\_\_\_ for each the Offeror must propose a forfeiture amount (Standard Credit Amount) for each quarter in which less than 90% of requests for Pre-certification of inpatient MHSU care are reviewed within twenty-four hours from the receipt of the request and/or the Member and/or MHSU Provider are not notified within one Business Day of the determination. The forfeited amount (Standard Credit Amount) is \$60,000.00 a quarter for each quarter in which this guarantee is not met. However, an Offeror may propose higher amounts.

**Transition and Termination Guarantee:** The Offeror proposes to forfeit \$\_\_\_\_\_ for each the Offeror must propose a forfeiture amount (Standard Credit Amount) for each day or part thereof that the Transition Plan requirements are not met. The forfeited amount (Standard Credit Amount) is \$1,000.00 for each day this guarantee is not met. However, an Offeror may propose higher amounts.