

APPENDIX K

COMPLIANCE ASSESSMENT STANDARDS

The assessment of instances of contractor non-compliance is designed to improve the quality of contractor performance through a series of actions taken by ODJFS to address identified sub-standard performance or failures in meeting certain contract requirements.

The date that ODJFS first becomes aware of a contract violation is considered the date on which the violation occurred. Consequences will be based upon the severity of the violation, the total number of violations, or a repeated pattern of violations. Violations of this contract will be considered occurrences of noncompliance. Noncompliance with administrative requirements will also be considered a failure to meet contract requirements, and so, would be subject to the corrective measures and consequences discussed in this document.

Noncompliance “occurrences” will only be assessed for clearly identifiable deliverables and sub-standard performance that can be documented and verified as instances of noncompliance. Noncompliance, as described in this attachment, does not include categories which require subjective assessment or which are not under the contractor’s control. Documented violations in the categories specified in this attachment will result in assessment by ODJFS of occurrences for which correction by the contractor will be required.

When a noncompliance occurrence is assessed, ODJFS will require corrective action plans (CAPs) and program improvements (the degree of complexity and formality of these to be determined by ODJFS based on the severity of the occurrence), and ODJFS may, at its sole discretion, withhold approval of some or all of an invoice until satisfactory correction is made.

ODJFS may impose remedies including: a CAP, withholding a portion of an invoice, or withholding all of an invoice. ODJFS may impose a combined remedy which will address all areas of noncompliance if ODJFS determines that (1) there is more than one instance of noncompliance within a one month and/or (2) one systemic problem is responsible for multiple areas of noncompliance and/or (3) there are a number of repeated instances of noncompliance with the same program requirement.

Corrective Action Plans (CAPs) – All CAPs requiring ongoing activity on the part of the contractor to ensure their compliance with a contract requirement will remain in effect until the end of the contract or until the end of the fiscal year. In situations where ODJFS has already determined the specific action which must be implemented by the contractor, or if the contractor has failed to submit an ODJFS-approvable CAP, ODJFS may require the contractor to comply with an ODJFS-developed or “directed” CAP. ODJFS may organize an ODJFS-developed or directed CAP in any way ODJFS sees fit; however, such CAPs will be designed for the purpose of performance improvement and successful completion of the underlying goals for the work, and will not be essentially punitive in

nature. ODJFS may transmit ODJFS-developed or directed CAPs to the contractor via email or fax.

Failure to submit CAPs for any ODJFS designation of a noncompliance occurrence will be considered to be a new occurrence of noncompliance. Failure to comply with CAPs may be assessed as an occurrence based on the nature of the violation under corrective action.

Occurrences include, but are not limited to, the following performance problems:

Management Information System Deliverable (3.3.A.)

- Failure to transmit the consumer contact record (CCR) to the MCPs and ODJFS at least weekly, and the day following state cut-off (3.3.A.2.d. & e.) (3.3.E.4.) (3.3.J.1.);
- Failure to contact ODJFS immediately regarding issues with MIS (3.3.A.4.);

Enrollment Center Telephone System Deliverable (3.3.B.)

- Failure to have the call center fully operational from 8a.m. to 8p.m., Monday through Friday (3.3.B.1.a.);
- Failure to provide interpreter services, including vision, speech and hearing impaired services, upon request (3.3.B.1.e.) (3.3.B.3.b.) (3.3.C.1.a.2.);
- Failure to have voice mail systems available during closed hours (3.3.B.1.f.);
- Failure to return voice mail messages by the end of the next business day (3.3.B.1.d.);
- Failure to answer the phone by the fifth ring (3.3.B.3.a.1.);
- Failure to keep the monthly average Queue time at or below 180 seconds (3.3.B.3.a.2.);
- Failure to keep the monthly average abandonment rate at or below 5% (3.3.B.3.a.3.);

Health Care Selection Deliverable (3.3.C.)

- Failure to maintain the confidentiality of consumers (3.3.C.3.b.) (3.3.C.3.d.) (4.11) (4.14);

Consumer Education and Community Outreach Deliverable (3.3.D.)

- Failure to provide outreach staff as scheduled for presentations and outreach activities (3.3.D.3.);
- Failure to send outreach calendars that outline the next month's outreach activities to ODJFS by the 10th of every month (3.3.D.3.a.);
- Failure to contact every county MCP coordinator at least once a month to assess county education and outreach needs (3.3.D.3.f.);

Client Registry Information System-Enhanced (CRIS-E) Data Entry Deliverable (3.3.E.)

- Failure to transmit daily electronic data CRIS-E batches out nightly to ODJFS (3.3.E.1.);
- Failure to resubmit corrected CRIS-E errors in the next day's batch (3.3.E.2.);
- Failure to retain 90% accuracy rate for CRIS-E data entry (3.3.E.3.);

CIC/BCM/SSI Exemption Deliverable (3.3.F.)

- Failure to accept and verify CIC status, receipt of BCM services, or receipt of SSI benefits as specified in Appendix D. (3.3.F.1.a.);

Transition of Membership Issues and Just Cause Deliverable (3.3.G.)

- Failure to complete and forward applicable Transition of Membership requests and Just Cause change requests to the MCP or ODJFS as specified in Appendix C. (3.3.F.1.a.) (3.3.F.1.b.);
- Failure to resolve Just Cause change requests involving PCPs not contracted with the consumer's MCP provider panel as specified in Appendix C. to ODJFS as specified in Appendix C. (3.3.F.1.c.);

Complaint Resolution Deliverable (3.3.H.)

- Failure to forward complaints to ODJFS by the close of business on the day the complaint was received (3.3.H.1.a.2.);
- Failure to resolve and provide a written report forwarded to ODJFS within two business days of receipt of the complaint (3.3.H.1.a.3.);

Consumer Satisfaction Deliverable (3.3.I.)

- Failure to measure consumer satisfaction with each selection and assignment transaction (3.3.I.1.);

Reports Deliverable (3.3.J.)

- Failure to generate and provide to ODJFS statistical and analytical reports in electronic format by the fifth of the month or on an ad hoc basis (3.3.J.2.);

Compliance Assessment (3.3.)

- Failure to submit a CAP as specified in Appendix K. (3.5.A.).

Late Documentation Occurrence – ODJFS expects all required submissions to be received by their specified deadline. Unless otherwise specified, late submissions will

initially be addressed through CAPs, with repeated instances of untimely submissions resulting in the possibility of withholding approval of some or all of an invoice until satisfactory correction is made. If the contractor determines that they will be unable to meet a program deadline, the contractor must verbally inform the ODJFS MCEC contract manager of such and submit a written request (by facsimile transmission) for an extension of the deadline by no later than noon on the date of the deadline in question.

Extension requests should only be submitted in situations where unforeseeable circumstances have arisen which make it impossible for the contractor to meet an ODJFS-stipulated deadline. Only written approval by ODJFS of a deadline extension will preclude the assessment of a CAP or an occurrence for untimely submissions. Occurrences will not be assigned for any violation where the contractor is able to document that the precipitating circumstances were completely beyond their control and could not have been foreseen (e.g., a construction crew severs a phone line, a lightning strike blows a computer system).

Subcontractor Related Occurrences - In cases where a subcontractor is found to have violated a contract requirement (e.g., failing to provide adequate contract termination notice, failing to support telephone and computer systems), ODJFS will not assess occurrences if: (1) the contractor can document that it provided sufficient notification/education to subcontractors of applicable contract requirements and prohibited activities; and (2) the contractor takes immediate and appropriate action to correct the problem and to ensure that it does not recur. Repeated incidents will be reviewed to determine if the contractor has a systematic problem in this area, and if so, occurrences may be assessed.

Performance and Continuity Holdback - The selected vendor shall submit monthly invoices which is to follow the proposed per month cost for work completed during the previous month minus a 5% performance and continuity holdback. An invoice for the 5% performance and continuity holdback may be submitted following the twelfth invoice providing all deliverables have been satisfactorily performed.

Upon termination or nonrenewal of a contract, if ODJFS determines that the contract has not been performed satisfactorily, all previously held monies will be retained by ODJFS.

Reconsiderations – Requests for reconsiderations of money retained by ODJFS for unsatisfactory performance may be submitted as follows:

- Once ODJFS notifies the contractor of the retention of funds due to unsatisfactory performance, the contractor will have five working days from the date of receipt to request reconsideration. Any information that the contractor would like reviewed as part of the reconsideration must be submitted with the reconsideration request, unless ODJFS extends the time frame in writing.

- All requests for reconsideration must be submitted by either facsimile transmission or overnight mail to the ODJFS contract manager, and be received by the fifth working day after receipt of notification of the imposition of the actions by ODJFS. The contractor will be responsible for verifying timely receipt of all reconsideration requests. All requests for reconsideration must explain in detail why the specified actions should not be imposed. The contractor's justification for reconsideration will be limited to a review of the written material submitted by the contractor. The ODJFS contract manager will review all correspondence and materials related to the violation in question in making the final reconsideration decision.
- Final decisions or requests for additional information will be made by ODJFS within five working days of receipt of the request for reconsideration.

If additional information is requested by ODJFS, a final reconsideration decision will be made within three working days of the due date for the submission. Should ODJFS require additional time in rendering the final reconsideration decision, the contractor will be notified of such in writing via email or fax.

- If a reconsideration request is decided, in whole or in part, in favor of the contractor, the penalty associated with the incident will be rescinded or reduced.