STATUS[1]	DOCUMENT REVISION[2]	EFFECTIVE DATE	DESCRIPTION[3]
Baseline	n/a	September 1, 2011	Initial version of Attachment B-3, "Deliverables/Liquidated Damages Matrix."
Revision	2.1	March 1, 2012	Contract amendment did not revise Attachment B-3, "Deliverables/Liquidated Damages Matrix."
Revision	2.2	June 1, 2012	Contract amendment did not revise Attachment B-3, "Deliverables/Liquidated Damages Matrix."
Revision	2.3	September 1, 2012	Item 27 is modified to remove the quarterly reports for item (a), add pharmacy to items (d) and (e), and to add item (f) Medicaid Managed Care Texas Health Steps Medical Checkups Quarterly Utilization Reports. Item 28 is modified to replace references to "1915(c) Waiver" with "HCBS STAR+PLUS Waiver".
Revision	2.4	March 1, 2013	Item 19 is modified to clarify liquidated damage assessment and variance.
Revision	2.5	June 1, 2013	Contract amendment did not revise Attachment B-3, "Deliverables/Liquidated Damages Matrix."
Revision	2.6	September 1, 2013	Items 4, 6, 7, 16, 23, 24, 26, 27, 28, 29, 30, and 31 are modified to add "not submitted" to the LD. Items 10 and 21 are modified and items 28-31 are added to include pharmacy requirements. All subsequent items are renumbered. Items 21 and 22 are modified to include pharmacy claims. Item 24 is modified to change the name of the report. Item 27 is modified to remove quarterly from the measurement period.
Revision	2.7	September 1, 2013	Contract amendment did not revise Attachment B-3, "Deliverables/Liquidated Damages Matrix."

STATUS[1]	DOCUMENT REVISION[2]	EFFECTIVE DATE	DESCRIPTION[3]
Revision	2.8	January 1, 2014	Contract amendment did not revise Attachment B-3, "Deliverables/Liquidated Damages Matrix."
Revision	2.9	February 1, 2014	Item 9 "Geo-Mapping" is added. All subsequent items are renumbered.
Revision	2.10	April 1, 2014	Contract amendment did not revise Attachment B-3, "Deliverables/Liquidated Damages Matrix."
Revision	2.11	September 1, 2014	Item 6 is modified to add "Security Plan." Items 11, 12, and 16 "Hotlines" are modified to add busy signal standard for consistency with the Dental contract. Items 11.1, 13.1, and 18.1 through 18.9 are added for consistency with the Dental contract. Item 14 is modified to conform to the other contracts.
Revision	2.12	October 1, 2014	Contract amendment did not revise Attachment B-3, "Deliverables/Liquidated Damages Matrix."
Revision	2.13	March 1, 2015	After the first appearance of the term, "Uniform Managed Care Manual" is changed to "UMCM.' Item 4.1 is added. Item 13.1 is modified to increase the amount commensurate with the amount assessed for Clean Claims processing. Item 16 is modified to add standard for Busy Signal Call Rate Items 18.5, 18.6, and 18.9 are modified to remove the cross reference in the performance Standard Item 20 is modified to remove "per Financial Arrangement Code" from the liquidated damages (a)(1) and (a)(2).

STATUS[1]	DOCUMENT REVISION[2]	EFFECTIVE DATE	DESCRIPTION[3]
			Item 22 is modified to clarify the standard Item 30 is modified to clarify the standard.
Revision	2.14	May 1, 2015	Contract amendment did not revise Attachment B-3, "Deliverables/Liquidated Damages Matrix."
Revision	2.15	June 1, 2015	Contract amendment did not revise Attachment B-3, "Deliverables/Liquidated Damages Matrix."
Revision	2.16	September 1, 2015	Item 8 is modified to increase the LD from $250 to $1,000 per Day of noncompliance. Item 10 is modified to add CHIP. Item 18.4 is modified to change 30 Days to 10 Days to match language in 8.1.17.1 Item 20 is modified to remove certain Pharmacy requirements and separate others from non-pharmacy requirements and to change "TED" to "Vision 21". Item 22 is modified. Item 23 is modified to add pharmacy requirements. Item 24 is modified to increase the LD from $250 to $1,000 per Day of noncompliance. Item 24.1 is added. Item 24.2 is added. Item 24.3 is added. Item 25 is modified to increase the LD from $250 to $1,000 per calendar day of noncompliance. Item 28 is modified to remain consistent with other LDs being assessed. Item 29 is modified to change the LD from $5,000 to $10,000. Item 29.1 is added. Item 30 is modified.

STATUS[1]	DOCUMENT REVISION[2]	EFFECTIVE DATE	DESCRIPTION[3]
			Item 35 is modified to change from six months to twelve months.
Revision	2.17	March 1, 2016	All references to “Fraud and Abuse” are changed to “Fraud, Waste, and Abuse” Item 3.1 is added. Item 3.2 is added. Item 3.3 is added. Item 15 is modified. Item 15.1 is added. Item 29 is modified. Item 32.1 is added. Item 33 is modified.
Revision	2.18	June 1, 2016	Contract amendment did not revise Attachment B-3, “Deliverables/Liquidated Damages Matrix.”
Revision	2.19	September 1, 2016	Item 24.4 is added. Item 28 subsections (d) (e) and (f) are deleted.
Revision	2.20	December 1, 2016	Contract amendment did not revise Attachment B-3, “Deliverables/Liquidated Damages Matrix.”
Revision	2.21	February 1, 2017	Contract amendment did not revise Attachment B-3, “Deliverables/Liquidated Damages Matrix.”
Revision	2.22	March 1, 2017	Item 9 is modified to correct the Service/Component reference and to add "per county" to the Measurement Assessment and Liquidated Damages. Item 33.1 is added.

STATUS[1]	DOCUMENT REVISION[2]	EFFECTIVE DATE	DESCRIPTION[3]
Revision	2.23	June 1, 2017	Contract amendment did not revise Attachment B-3, "Deliverables/Liquidated Damages Matrix."
Revision	2.24	September 1, 2017	Item 14 is modified to apply LDs to any appeal timeframe. Item 15.2 is added. Item 20.1 is added. Item 23.1 is added. Item 27 is modified to change the report from quarterly to monthly and to remove Service Areas from the measurement assessment. Item 28 is modified to remove one deliverable and include an existing deliverable which is currently not included on the matrix.
Revision	2.25	March 1, 2018	The following changes were made throughout the attachment: Change "day(s)" and "calendar day(s)" to "Day". Remove numeric number for those numbers under 10. Capitalized defined terms. Update section numbers and titles accordingly. Omit unnecessary zeroes. Item 25 is modified to replace "Report" with "Referral" and change from quarterly to monthly submission. Item 30 is modified to remove "instruct" and add "allow". In addition, changes were made throughout this attachment for consistency purposes.
Revision	2.25.1	July 1, 2018	Contract amendment did not revise Attachment B-3, "Deliverables/Liquidated Damages Matrix."

STATUS[1]	DOCUMENT REVISION[2]	EFFECTIVE DATE	DESCRIPTION[3]
Revision	2.26	September 1, 2018	Item 13.1 is modified to update language for new reporting requirements. Item 23 is modified to update language for new reporting requirements.
Revision	2.27	January 1, 2019	Contract amendment did not revise Attachment B-3, "Deliverables/Liquidated Damages Matrix."
Revision	2.28	March 1, 2019	Contract amendment did not revise Attachment B-3, "Deliverables/Liquidated Damages Matrix."
Revision	2.29	September 1, 2019	Contract amendment did not revise Attachment B-3, "Deliverables/Liquidated Damages Matrix."
Revision	2.30	March 1, 2020	Contract amendment did not revise Attachment B-3, "Deliverables/Liquidated Damages Matrix."
Revision	2.31	September 1, 2020	Attachment B-3, "Deliverables/Liquidated Damages Matrix" was reorganized for programming into TexConnect. Items were moved under categories, item numbers changed, and Program specific items identified. The crosswalk and modifications for previous and current LD items are as follows: Items OR-1 to OR-3 were Items 5, 6, and 7 respectively. Items GA-1 to GA-4 were Items 1, 2, 4, and 4.1 respectively. Items GA-3 and GA-4 were modified to add monthly and annual to the reporting timeframes. Items PS-1 and PS-2 were in Item 3.1, and PS-3 and PS-4 were Items 3.2 and 3.3 respectively. Items MS-1 to MS-4 were in Item 3. Items CL-1 to SPCL-5 were Items 27, 13.1, 23.1, 22, and 23. Items CL-4, CL-7, and SPCL-1 were in Item 22, and Items CL-5, CL-6, CL-8, CL-9, and SPCL-2 to SPCL-5 were in Item 23. The performance standards for CL-2, CL-3, CL-5, CL-6, and SPCL-2 to SPCL-5 were clarified. Items CL-2, CL-4 to CL-9, and SPCL-1 to SPCL-5 were modified to change the reporting timeframe to monthly.

STATUS[1]	DOCUMENT REVISION[2]	EFFECTIVE DATE	DESCRIPTION[3]
			Items ED-1 to SPED-1 were the Items 20, 20.1, and 33.1. Items ED-1 and ED-4 were in Item 20.1. Items ED-2, ED-3, ED-5, and ED-6 were in Item 20. Item HL-1 was in Items 11 and 12. Item Item HL-3 to HL-5 were in Items 11, 12, and 16. HL-6 and HL-7 were in Item 16. Call pickup rate and busy signal performance standards were removed, the reporting time was modified to monthly, and measurement by Service Area was removed. The liquidated damages amount for Item HL-7 was modified to match with the amount in the new Item HL-2. Items CA-1 and CA-2 were in Item 13. Items CA-3 to STCA-1 and SPCA-1 were Items 14, 26, and 32.1 respectively. Items CA-1 to CA-3 were modified to change the reporting time to monthly and remove measurement by Service Area. Items PN-1 and PN-2 were Items 9 and 15.2 respectively. Items PN-3 to PN-5 were in Item 10 and modified to report by Program. PN-6 is a new item. Items MM-1 to MM-3 were Items 15, 15.1, and 11.1 respectively. Item MM-3 was modified to clarify performance standard. Items MI-1 and MI-2 were Items 19 and 21 respectively. Items FR-1 to FR-4 were Items 17, 18.1, 18.3, and 18.8 respectively. Items FR-5, FR-11, and FR-12 were in Item 18.9. Items FR-6 to FR-10 were Items 18.2, 18.4, 18.5, 18.6, and 18.7 respectively. Items STFR-1 and SPFR-1 were Item 18. Items FR-4 and FR-6 were modified to update deliverable due date information. Items IG-1 to IG-3 were Items 8, 24.4, and 24 respectively. Items IG-4 and IG-5 were in Item 25. Items IG-6 to IG-8 were Items 24.1, 24.3, and 24.2 respectively. Items STFW-1 to STFW3 and SPFW-1 and SPFW-2 were in Item 28. Items TO-1 to TO-3 were Items 36, 35, and 34 respectively. Items PH-1, PH-2, and PH-5 were Items 29, 29.1, and 31 respectively. Items PH-3 and PH-4 were in Item 30. Items PH-6 to PH-11 are new items. Items PH-1, PH-2, and PH-5 were modified to clarify the performance standard, and Item PH-2 was modified to change the liquidated damage information. In addition, the previous Item 32 was removed.

STATUS[1]	DOCUMENT REVISION[2]	EFFECTIVE DATE	DESCRIPTION[3]
			Item SPMN-1 was Item 33, and the forms and addendums timeframe was modified to match with the same LD in the STAR+PLUS Expansion and STAR+PLUS MRSA contracts. The following changes were made throughout the amendment for consistency among columns: Capitalized defined terms. Modified Service/Component column to remove "RFP" reference, update contract amendment sections as applicable, and change UMCM chapter reference to section heading level. Modified the Measurement Assessment and Liquidated Damages columns to match criteria assessed.
Revision	2.32	March 1, 2021	Contract amendment did not revise Attachment B-3, "Deliverables/Liquidated Damages Matrix."
Revision	2.33	June 1, 2021	Contract amendment did not revise Attachment B-3, "Deliverables/Liquidated Damages Matrix."
Revision	2.34	September 1, 2021	CL-10 is added to establish a new performance measure. PH-8 is modified to correct language to differentiate between Medicaid and CHIP requirements for prior authorization. PH-9 is modified to correct language to differentiate between Medicaid and CHIP requirements for prior authorization. PH-12 is added to separate CHIP requirements as per the new LD Matrix format.
Revision	2.35	March 1, 2022	CL-1 is modified to remove assessment by "per claim type."

STATUS[1]	DOCUMENT REVISION[2]	EFFECTIVE DATE	DESCRIPTION[3]
			HL-1, HL-3, and HL-4 are modified to add the contract reference for the NEMT call center; HL-2 is modified to remove the contract reference for the Provider Hotline; and HL-3 is modified to add the contract reference for the Provider Hotline. STHL-1 and SPHL-1 are added to establish new performance measures. PN-4 and PN-5 are modified to remove “by Service Area” in the performance standard. STFW-1/SPFW-2 and STFW-3 are modified to remove assessment by “per Program.” PH-3 and PH-4 are combined, and PH-4 is marked as “Reserved.” PH-6 is modified to remove “for” from the performance standard. PH-8 is modified to remove the call center requirement sentence from the performance standard. PH-10 is modified to remove the sentence for allowing Network pharmacies to challenge a MAC price from the performance standard. CHPH-12 is modified to become CHPH-1 and CHPH-2.
Revision	2.36	September 1, 2022	CL-5 is modified to add “Nonemergency Medical Transportation (NEMT) Services” to the performance standard as a claim type. CL-6 is modified to add “Nonemergency Medical Transportation (NEMT) Services” to the performance standard as a claim type LD Matrix PH-7 is deleted LD Matrix PH-11 is deleted STHL-1 and SPHL-1 are modified to remove “per hotline” from the Measurement Assessment and Liquidated Damages columns as only one hotline is addressed in the performance standard. LD Matrix SPMN-1 is modified to clarify requirements and timeframe. PN-2 is modified updated current language to support a more comprehensive approach to APMs.

STATUS[1]	DOCUMENT REVISION[2]	EFFECTIVE DATE	DESCRIPTION[3]
			FR-5 is modified to align language across all contracts
Revision	2.37	March 1, 2023	MS-1 is modified to assess material subcontracts as a single assessment for the MCO instead of at the program level. MS-2 is modified to assess material subcontracts as a single assessment for the MCO instead of at the program level. MS-3 is modified to assess material subcontracts as a single assessment for the MCO instead of at the program level. MS-4 is modified to assess material subcontracts as a single assessment for the MCO instead of at the program level. CL-5 is modified to change the performance standard language for the claims LDs per leadership CL-6 is modified to change the performance standard language for the claims LDs per leadership
Revision	2.38	September 1, 2023	STFR-1/SPFR-1 is modified for consistency across all contracts IG-7 is modified to ensure OIG has access to complete, unredacted information when that information is used or relied upon by an MCO to support a position PH-6 is modified to clarify the intent of the performance standard
Revision	2.39	March 1, 2024	PN-2 is modified for consistency across all matrices to match the standards and measurement timeline in UMCM 8.10
Revision	2.40	September 1, 2024	PN-1 is modified to clarify language referenced in the other sections of each contract IG-1 is modified to correct language and clarify requirement PH-1 is modified to add the identification of HHSC's formularies "provisionally covered drugs and all therapeutic equivalents for a generic drug on the PDL" as performance standards for the point-of-care web- based application.

STATUS[1]	DOCUMENT REVISION[2]	EFFECTIVE DATE	DESCRIPTION[3]
			PH-2 is modified to add adherence to the PDL

[1] Status should be represented as "Baseline" for initial issuances, "Revision" for changes to the Baseline version, and "Cancellation" for withdrawn versions.
[2] Revisions should be numbered according to the version of the issuance and sequential numbering of the revision—e.g., "1.2" refers to the first version of the document and the second revision.
[3] Brief description of the changes to the document made in the revision.

Deliverables/Liquidated Damages Matrix

#	Service/ Component[1]	Performance Standard[2]	Measurement Period[3]	Measurement Assessment[4]	Liquidated Damages
Operations Readiness (OR)					
OR-1	Contract Attachment B-1, §7.2 Transition Phase Schedule and Tasks Contract Attachment B-1, §7.2.1 Transition Phase Planning Contract Attachment B-1, §8.1 General Scope of Work	The MCO must be operational no later than the agreed upon Operational Start Date. HHSC, or its agent, will determine when the MCO is considered to be operational based on the requirements in Sections 7 and 8 of Attachment B-1.	Operational Start Date	Each Day of noncompliance, per Program, per MCO's Service Area.	HHSC may assess up to $10,000 per Day of noncompliance, per Program, and per MCO's Service Area for each Day beyond the Operational Start Date that the MCO is not operational until the Day that the MCO is operational, including all systems.

[1] Derived from the Contract or HHSC's Uniform Managed Care Manual.
[2] Standard specified in the Contract. Note: Where the due date states 30 Days, the HMO is to provide the deliverable by the last Day of the month following the end of the reporting period. Where the due date states 45 Days, the HMO is to provide the deliverable by the 15th Day of the second month following the end of the reporting period.
[3] Period during which HHSC will evaluate service for purposes of tailored remedies.
[4] Measure against which HHSC will apply remedies.

#	Service/ Component[1]	Performance Standard[2]	Measurement Period[3]	Measurement Assessment[4]	Liquidated Damages
OR-2	Contract Attachment B-1, §7.2.6 System Readiness Review	The MCO must submit to HHSC or to the designated Readiness Review Contractor the following plans for review, no later than 120 Days prior to the Operational Start Date: • Joint Interface Plan; • Disaster Recovery Plan; • Business Continuity Plan; • Risk Management Plan; • Systems Quality Assurance Plan; and • Security Plan.	Transition Phase	Each Day of noncompliance, per report, per Program, per MCO's Service Area.	HHSC may assess up to $1,000 per Day of noncompliance, per report, per Program, and per MCO's Service Area for each Day a Deliverable is not submitted or is late, inaccurate, or incomplete.
OR-3	Contract Attachment B-1, §7.2.8 Operations Readiness	Final versions of the Provider Directory must be submitted to the HHSC Administrative Services Contractor no later than 95 Days prior to the Operational Start Date.	Transition Phase	Each Day of noncompliance, per directory, per Program, per MCO's Service Area.	HHSC may assess up to $1,000 per Day of noncompliance, per directory, per Program, and per MCO's Service Area for each Day the directory is not submitted or is late, inaccurate, or incomplete.
General/ Administrative (GA)					
GA-1	General Requirement: Failure to Perform an Administrative Service Contract Attachment A, "Uniform Managed Care Contract Terms and Conditions" Contract Attachment B-1, §§ 6, 7, 8 and 9	The MCO fails to timely perform an MCO Administrative Service that is not otherwise associated with a performance standard in this matrix and, in the determination of HHSC, such failure either: (1) results in actual harm to a Member or places a Member at risk of imminent harm, or (2) materially affects HHSC's ability to administer the Program(s).	Ongoing	Per Day, per each incident of noncompliance, per Program, per MCO's Service Area.	HHSC may assess up to $5,000 per Day for each incident of noncompliance, per Program, and per MCO's Service Area.

#	Service/ Component[1]	Performance Standard[2]	Measurement Period[3]	Measurement Assessment[4]	Liquidated Damages
GA-2	General Requirement: Failure to Provide a Covered Service Contract Attachment A, "Uniform Managed Care Contract Terms and Conditions" Contract Attachment B-1, §§ 6, 7, 8 and 9	The MCO fails to timely provide a MCO Covered Service that is not otherwise associated with a performance standard in this matrix and, in the determination of HHSC, such failure results in actual harm to a Member or places a Member at risk of imminent harm.	Ongoing	Each Day of noncompliance, per each incident of noncompliance.	HHSC may assess up to $7,500 per Day of noncompliance for each incident of noncompliance.
GA-3	Contract Attachment B-1, §§ 6, 7, 8 and 9 UMCM	All reports and Deliverables as specified in Sections 6, 7, 8 and 9 of Attachment B-1 must be submitted according to the timeframes and requirements stated in the Contract (including all attachments) and the UMCM. (Specific reports or Deliverables listed separately in this matrix are subject to the specified liquidated damages.)	Transition Phase and Operations Phase	Per each Day of noncompliance, per Program, per MCO's Service Area.	HHSC may assess up to $250 per Day of noncompliance, per Program, and per MCO's Service Area if the monthly, quarterly, or annual report/Deliverable is not submitted or is late, inaccurate, or incomplete.
GA-4	Contract Attachment B-1, §§ 6, 7, 8 and 9 UMCM	All reports as specified in Sections 6, 7, 8 and 9 of Attachment B-1 must be submitted according to the requirements stated in the Contract (including all attachments) and the UMCM.	Transition Phase and Operations Phase	Per incident of noncompliance, per Program, per MCO's Service Area.	HHSC may assess up to $1,000 per incident of noncompliance, per Program, and per MCO's Service Area if either the monthly, quarterly, or annual report is not submitted in the format/template required by HHSC.
Privacy/ Security (PS)					
PS-1	Contract Attachment A, "Uniform Managed Care Contract Terms and Conditions," Section 7.06 HIPAA and Article 11 Disclosure &	The MCO must meet all privacy standards under applicable state or federal law, rule, regulation and HHSC contract requirement.	Transition Phase and Quarterly during Operations Phase	Per quarterly reporting period, per violation.	HHSC may assess up to $5,000 per quarterly reporting period for each privacy violation of applicable federal or state law or the HHSC privacy standards in the Contract.

#	Service/ Component[1]	Performance Standard[2]	Measurement Period[3]	Measurement Assessment[4]	Liquidated Damages
	Confidentiality of Information				
PS-2	Contract Attachment A, "Uniform Managed Care Contract Terms and Conditions," Section 7.06 HIPAA and Article 11 Disclosure & Confidentiality of Information	The MCO must meet all security standards under applicable state or federal law, rule, regulation and HHSC contract requirement.	Transition Phase and Quarterly during Operations Phase	Per quarterly reporting period, per violation.	HHSC may assess up to $1,000 per quarterly reporting period for each security violation of security requirements under federal or state law or the HHSC security standards in the Contract.
PS-3	Contract Attachment A, "Uniform Managed Care Contract Terms and Conditions," Section 7.06 HIPAA and Article 11 Disclosure & Confidentiality of Information	The MCO must meet all confidentiality standards under applicable state or federal law, rule, regulation and HHSC contract requirement.	Transition Phase and Quarterly during Operations Phase	Per quarterly reporting period, per privacy/security incident.	HHSC may assess up to $5,000 per quarterly reporting period for each breach by MCO scenario as required by HHSC.
PS-4	Contract Attachment A, "Uniform Managed Care Contract Terms and Conditions," Section 7.06 HIPAA and Article 11 Disclosure & Confidentiality of Information	The MCO must meet the privacy breach notification and/or breach response standard required by applicable federal and state law and HHSC contract requirements.	Transition Phase and Quarterly during Operations Phase	Per Day, per violation of breach notification and/or response standards of an actual or suspected privacy breach which may or actually requires notification to HHSC, an individual, the press and/or a federal regulatory body or may require appropriate mitigation and/or remediation activity.	HHSC may assess up to $1,000 per Day for each MCO violation of breach notice, breach response standard for each violation and/or for each privacy violation impacting an individual according to applicable federal or state breach notification law or the HHSC breach notification and response standards in the Contract.
Material Subcontractors (MS)					

#	Service/ Component[1]	Performance Standard[2]	Measurement Period[3]	Measurement Assessment[4]	Liquidated Damages
MS-1	Contract Attachment A, "Uniform Managed Care Contract Terms and Conditions," Section 4.08 Subcontractors and Agreements with Third Parties	Unless otherwise provided in this Contract, the MCO must provide HHSC with written notice no later than three Business Days after receiving notice from a Material Subcontractor of its intent to terminate a Subcontract.	Transition Phase, Measured Quarterly during the Operations Phase	Each Day of noncompliance.	HHSC may assess up to $5,000 per Day of noncompliance.
MS-2	Contract Attachment A, "Uniform Managed Care Contract Terms and Conditions," Section 4.08 Subcontractors and Agreements with Third Parties	Unless otherwise provided in this Contract, the MCO must provide HHSC with written notice no later than 180 Days prior to the termination date of a Material Subcontract for MIS systems operation or reporting.	Transition Phase, Measured Quarterly during the Operations Phase	Each Day of noncompliance.	HHSC may assess up to $5,000 per Day of noncompliance.
MS-3	Contract Attachment A, "Uniform Managed Care Contract Terms and Conditions," Section 4.08 Subcontractors and Agreements with Third Parties	Unless otherwise provided in this Contract, the MCO must provide HHSC with written notice no later than 90 Days prior to the termination date of a Material Subcontract for non-MIS MCO Administrative Services.	Transition Phase, Measured Quarterly during the Operations Phase	Each Day of noncompliance.	HHSC may assess up to $5,000 per Day of noncompliance.
MS-4	Contract Attachment A, "Uniform Managed Care Contract Terms and Conditions," Section 4.08 Subcontractors and Agreements with Third Parties	Unless otherwise provided in this Contract, the MCO must provide HHSC with written notice no later than 30 Days prior to the termination date of any other Material Subcontract.	Transition Phase, Measured Quarterly during the Operations Phase	Each Day of noncompliance.	HHSC may assess up to $5,000 per Day of noncompliance.
Claims (CL)					
CL-1	Contract Attachment B-1, §8.1.20.2 Reports UMCM Chapter 5	Claims Summary Report: The MCO must submit monthly Claims Summary Reports to HHSC by Program by the last Day	Operations Phase	Per Day of noncompliance, per Program.	HHSC may assess up to $1,000 per Day of noncompliance and per Program that the report is not

#	Service/ Component[1]	Performance Standard[2]	Measurement Period[3]	Measurement Assessment[4]	Liquidated Damages
		of each month following the reporting period.			submitted or is late, inaccurate, or incomplete.
CL-2	Contract Attachment B-1, §8.2.4.2 Provider Appeal of MCO Claims Determinations UMCM Chapter 2	The MCO must resolve at least 98% of appealed claims within 30 Days from the date the appealed claim is filed with the MCO.	Operations Phase and Turnover Phase	Per month, per Program, per claim type.	For the first occurrence of noncompliance: HHSC may assess up to $1,750 per month, per Program, and per claim type that an MCO's monthly performance percentages fall below the performance standards. For each subsequent occurrence of noncompliance: HHSC may assess up to $8,500 per month, per Program, and per claim type that an MCO's monthly performance percentages fall below the performance standards.
CL-3	Contract Attachment B-1, §8.1.18.5.1 Claims Project UMCM Chapters 2 and 5	The MCO must complete all claims projects within 60 Days of the claims project's start date unless the MCO enters into a written agreement with the Provider before the initial expiration of the 60 Days to establish the claims project's agreed upon timeframe. MCOs may not include Nursing Facility Daily/Unit Rate claims as part of the claims project.	Operations Phase	Per incident of noncompliance.	HHSC may assess up to $5,000 per incident of noncompliance. A claim's project incident of noncompliance is considered any claims project not completed within 60 Days of the claims project's start date or any claims project that includes Nursing Facility Daily/Unit Rate claims.
CL-4	Contract Attachment B-1, §8.1.18.5 Claims Processing Requirements	For a Clean Claim not adjudicated within 30 Days of receipt by the MCO, the MCO must pay the provider interest at 18% per	Operations Phase	Per month, per claim, per Program.	HHSC may assess up to $1,000 per month, per claim, and per Program if the MCO fails to pay interest timely.

#	Service/ Component[1]	Performance Standard[2]	Measurement Period[3]	Measurement Assessment[4]	Liquidated Damages
	UMCM Chapter 2	annum, calculated daily for the full period in which the Clean Claim remains unadjudicated beyond the 30-Day claims processing deadline. Interest owed to the provider must be paid on the same date as the claim.			
CL-5	Contract Attachment B-1, §8.1.18.5 Claims Processing Requirements UMCM Chapter 2	The MCO must comply with the claims processing requirements and standards as described in Section 8.1.18.5 of Attachment B-1 and in UMCM Chapter 2. The MCO must pay or deny 98% of Clean Claims within 30 Days of the claim being submitted to the MCO.	Operations Phase	Per month, per Program, per claim type.	For the first occurrence of noncompliance: HHSC may assess up to $1,750 per month, per Program, and per claim type that an MCO's monthly claims performance percentages fall below the performance standards. For each subsequent occurrence of noncompliance: HHSC may assess up to $8,500 per month, per Program, and per claim type that an MCO's monthly claims performance percentages fall below the performance standards.
CL-6	Contract Attachment B-1, §8.1.18.5 Claims Processing Requirements UMCM Chapter 2	The MCO must comply with the claims processing requirements and standards as described in Section 8.1.18.5 of Attachment B-1 and in UMCM Chapter 2. The MCO must pay or deny 99% of Clean Claims within 90 Days of the claim being submitted to the MCO.	Operations Phase	Per month, per Program, per claim type.	For the first occurrence of noncompliance: HHSC may assess up to $1,750 per month, per Program, and per claim type that an MCO's monthly claims performance percentages fall below the performance standards. For each subsequent occurrence of noncompliance: HHSC may assess up to $8,500 per month, per Program, and per claim type that an MCO's monthly claims

#	Service/ Component[1]	Performance Standard[2]	Measurement Period[3]	Measurement Assessment[4]	Liquidated Damages
					performance percentages fall below the performance standards.
CL-7	Contract Attachment B-1, §8.1.18.5 Claims Processing Requirements Contract Attachment B-1, §8.1.21.14 Pharmacy Claims and File Processing UMCM Chapter 2	For a Clean Claim for outpatient pharmacy benefits not adjudicated within (1) 18 Days after receipt by the MCO if submitted electronically or (2) 21 Days after receipt by the MCO if submitted non-electronically, the MCO must pay the provider interest at 18% per annum, calculated daily for the full period in which the Clean Claim remains unadjudicated beyond the 18-Day or 21-Day claims processing deadline. Interest owed to the provider must be paid on the same date as the claim.	Operations Phase	Per month, per claim, per Program.	HHSC may assess up to $1,000 per month, per claim, and per Program if the MCO fails to pay interest timely.
CL-8	Contract Attachment B-1, §8.1.18.5 Claims Processing Requirements Contract Attachment B-1, §8.1.21.14 Pharmacy Claims and File Processing UMCM Chapter 2	The MCO must comply with the claims processing requirements and standards as described in Sections 8.1.18.5 and 8.1.21.14 of Attachment B-1 and in UMCM Chapter 2. The MCO must pay or deny 98% of electronic pharmacy Clean Claims within 18 Days of the claim being submitted to the MCO.	Operations Phase	Per month, per Program.	For the first occurrence of noncompliance: HHSC may assess up to $1,750 per month and per Program that an MCO's monthly claims performance percentages fall below the performance standards. For each subsequent occurrence of noncompliance: HHSC may assess up to $8,500 per month and per Program that an MCO's monthly claims performance percentages fall below the performance standards.

#	Service/ Component[1]	Performance Standard[2]	Measurement Period[3]	Measurement Assessment[4]	Liquidated Damages
CL-9	Contract Attachment B-1, §8.1.18.5 Claims Processing Requirements Contract Attachment B-1, §8.1.21.14 Pharmacy Claims and File Processing UMCM Chapter 2	The MCO must comply with the claims processing requirements and standards as described in Sections 8.1.18.5 and 8.1.21.14 of Attachment B-1 and in UMCM Chapter 2. The MCO must pay or deny 98% of non-electronic pharmacy Clean Claims within 21 Days of the claim being submitted to the MCO.	Operations Phase	Per month, per Program.	For the first occurrence of noncompliance: HHSC may assess up to $1,750 per month and per Program that an MCO's monthly claims performance percentages fall below the performance standards. For each subsequent occurrence of noncompliance: HHSC may assess up to $8,500 per month and per Program that an MCO's monthly claims performance percentages fall below the performance standards.
CL-10	Contract Attachment B-1, §8.1.18.5 Claims Processing Requirements Contract Attachment B-1, §8.1.21.14 Pharmacy Claims and File Processing UMCM Chapter 2	The MCO must comply with the claims processing requirements and standards as described in Sections 8.1.18.5 and 8.1.21.14 of Attachment B-1 and in UMCM Chapter 2. The MCO must ensure all applicable MIS systems (including pharmacy claims adjudication systems) are updated with data provided in the pharmacy interface files within two Business Days of the receipt from HHSC unless the MCO requests clarification or data or file exceptions from HHSC within the same Business Days.	Ongoing	Per Day, per incident of noncompliance, per Program	HHSC may assess up to $500 per Day, per each incident of noncompliance, and per Program
SPCL-1	Contract Attachment B-1, §8.1.18.5 Claims	For a Nursing Facility Unit Rate or coinsurance Clean Claim not	Operations Phase	Per month, per claim, per Program.	HHSC may assess up to $1,000 per month, per claim, and per

#	Service/ Component[1]	Performance Standard[2]	Measurement Period[3]	Measurement Assessment[4]	Liquidated Damages
	Processing Requirements Contract Attachment B-1, §8.3.9.4 Nursing Facility Claims Adjudication, Payment, and File Processing UMCM Chapter 2	adjudicated within ten Days of receipt by the MCO, the MCO must pay the provider interest at 18% per annum, calculated daily for the full period in which the Clean Claim remains unadjudicated beyond the 10-Day claims processing deadline. Interest owed to the provider must be paid on the same date as the claim.			Program if the MCO fails to pay interest timely.
SPCL-2	Contract Attachment B-1, §8.1.18.5 Claims Processing Requirements UMCM Chapter 2	The MCO must comply with the claims processing requirements and standards as described in Section 8.1.18.5 of Attachment B-1 and in UMCM Chapter 2. The MCO must pay or deny 98% of long term services & supports Clean Claims within 30 Days of the claim being submitted to the MCO.	Operations Phase	Per month, per Program.	For the first occurrence of noncompliance: HHSC may assess up to $1,750 per month and per Program that an MCO's monthly claims performance percentages fall below the performance standards. For each subsequent occurrence of noncompliance: HHSC may assess up to $8,500 per month and per Program that an MCO's monthly claims performance percentages fall below the performance standards.
SPCL-3	Contract Attachment B-1, §8.1.18.5 Claims Processing Requirements UMCM Chapter 2	The MCO must comply with the claims processing requirements and standards as described in Section 8.1.18.5 of Attachment B-1 and in UMCM Chapter 2. The MCO must pay or deny 99% of long term services & supports	Operations Phase	Per month, per Program.	For the first occurrence of noncompliance: HHSC may assess up to $1,750 per month and per Program that an MCO's monthly claims performance percentages fall below the performance standards.

#	Service/ Component[1]	Performance Standard[2]	Measurement Period[3]	Measurement Assessment[4]	Liquidated Damages
		Clean Claims within 90 Days of the claim being submitted to the MCO.			For each subsequent occurrence of noncompliance: HHSC may assess up to $8,500 per month and per Program that an MCO's monthly claims performance percentages fall below the performance standards.
SPCL-4	Contract Attachment B-1, §8.1.18.5 Claims Processing Requirements Contract Attachment B-1, §8.3.9.4 Nursing Facility Claims Adjudication, Payment, and File Processing UMCM Chapter 2	The MCO must comply with the claims processing requirements and standards as described in Section 8.1.18.5 of Attachment B-1 and in UMCM Chapter 2. The MCO must pay or deny 98% of Nursing Facility Clean Claims within 10 Days of the claim being submitted to the MCO.	Operations Phase	Per month, per Program.	For the first occurrence of noncompliance: HHSC may assess up to $1,750 per month and per Program that an MCO's monthly claims performance percentages fall below the performance standards. For each subsequent occurrence of noncompliance: HHSC may assess up to $8,500 per month and per Program that an MCO's monthly claims performance percentages fall below the performance standards.
SPCL-5	Contract Attachment B-1, §8.1.18.5 Claims Processing Requirements Contract Attachment B-1, §8.3.9.4 Nursing Facility Claims Adjudication, Payment, and File Processing UMCM Chapter 2	The MCO must comply with the claims processing requirements and standards as described in Section 8.1.18.5 of Attachment B-1 and in UMCM Chapter 2. The MCO must pay or deny 99% of Nursing Facility Clean Claims within 90 Days of the claim being submitted to the MCO.	Operations Phase	Per month, per Program.	For the first occurrence of noncompliance: HHSC may assess up to $1,750 per month and per Program, that an MCO's monthly claims performance percentages fall below the performance standards. For each subsequent occurrence of noncompliance: HHSC may assess up to $8,500 per month and per Program that an MCO's monthly claims performance

#	Service/ Component[1]	Performance Standard[2]	Measurement Period[3]	Measurement Assessment[4]	Liquidated Damages
					percentages fall below the performance standards.
Encounter Data (ED)					
ED-1	Contract Attachment B-1, § 8.1.18.1 Encounter Data	The MCO must submit complete and accurate non-pharmacy Encounter Data transmissions in accordance with Section 8.1.18.1.	Measured Quarterly during Operations Phase	Per Day, per incident of noncompliance, per Program, per MCO's Service Area.	For the initial quarter: HHSC may assess up to $500 per Day, per incident of noncompliance, per Program, and per MCO's Service Area that the MCO fails to submit complete and accurate non-pharmacy Encounter Data in a quarter. For each subsequent quarter: HHSC may assess up to $1,000 per Day, per incident of noncompliance, per Program, and per MCO's Service Area for each quarter the MCO fails to submit complete and accurate non-pharmacy Encounter Data.
ED-2	Contract Attachment B-1, §8.1.18.1 Encounter Data	The MCO will be subject to liquidated damages if the Quarterly Encounter Reconciliation Report (which reconciles the year-to-date paid claims reported in the Financial Statistical Report (FSR) to the appropriate paid dollars reported in the Vision 21 Data Warehouse) includes more than a 2% variance for non-pharmacy Encounter Data.	Operations Phase	Per quarter, per incident of noncompliance, per Program, per MCO's Service Area.	HHSC may assess up to $2,500 per quarter, per incident of noncompliance, per Program, and per MCO's Service Area if the MCO is not within the 2% variance for non-pharmacy Encounter Data. HHSC may assess up to $5,000 per quarter, per incident of noncompliance, per Program, and per MCO's Service Area for each additional quarter that the MCO is not within the 2% variance for non-pharmacy Encounter Data.

#	Service/ Component[1]	Performance Standard[2]	Measurement Period[3]	Measurement Assessment[4]	Liquidated Damages
ED-3	Contract Attachment B-1, §8.1.18.1 Encounter Data	The MCO must submit non-pharmacy Encounter Data transmissions and include all Encounter Data and Encounter Data adjustments processed by the MCO on a monthly basis, not later than the 30th Day after the last Day of the month in which the claim(s) are adjudicated.	Measured Quarterly during Operations Phase	Per month, per incident of noncompliance, per Program, per MCO's Service Area.	For the initial quarter: HHSC may assess up to $2,500 per month, per incident of noncompliance, per Program, and per MCO's Service Area if the MCO fails to submit monthly non-pharmacy Encounter Data in a quarter. For each subsequent quarter: HHSC may assess up to $5,000 per month, per incident of noncompliance, per Program, and per MCO's Service Area for each month in any subsequent quarter that the MCO fails to submit monthly non-pharmacy Encounter Data.
ED-4	Contract Attachment B-1, § 8.1.18.1 Encounter Data	The MCO must submit complete and accurate pharmacy Encounter Data transmissions in accordance with Section 8.1.18.1.	Measured Quarterly during Operations Phase	Per Day, per incident of noncompliance, per Program.	For the initial quarter: HHSC may assess up to $1,000 per Day, per incident of noncompliance, and per Program that the MCO fails to submit complete and accurate pharmacy Encounter Data in a quarter. For each subsequent quarter: HHSC may assess up to $2,000 per Day, per incident of noncompliance, and per Program for each quarter the MCO fails to submit complete and accurate pharmacy Encounter Data.
ED-5	Contract Attachment B-1, §8.1.18.1 Encounter Data	The MCO will be subject to liquidated damages if the Quarterly Encounter	Operations Phase	Per quarter, per incident of	HHSC may assess up to $2,500 per quarter, per incident of noncompliance, and per Program

#	Service/ Component[1]	Performance Standard[2]	Measurement Period[3]	Measurement Assessment[4]	Liquidated Damages
		Reconciliation Report (which reconciles the year-to-date paid claims reported in the Financial Statistical Report (FSR) to the appropriate paid dollars reported in the Vision 21 Data Warehouse) includes more than a 2% variance for pharmacy Encounter Data.		noncompliance, per Program.	that the MCO is not within the 2% variance for pharmacy Encounter Data. HHSC may assess up to $5,000 per quarter, per incident of noncompliance, and per Program for each additional quarter that the MCO is not within the 2% variance for pharmacy Encounter Data.
ED-6	Contract Attachment B-1, §8.1.18.1 Encounter Data	Pharmacy Encounter Data must be submitted no later than 25 Days after the date of adjudication and include all Encounter Data and Encounter Data adjustments.	Operations Phase	Per quarter, per incident of noncompliance, per Program.	For the initial quarter: HHSC may assess up to $10,000 per quarter, per incident of noncompliance, and per Program that the MCO fails to submit pharmacy Encounter Data in a timely manner. For each subsequent quarter: HHSC may assess up to $15,000 per quarter, per incident of noncompliance, and per Program the MCO fails to submit pharmacy Encounter Data in a timely manner.
SPED-1	Contract Attachment B-1, §8.3.6.2 LTSS Provider Billing	All STAR+PLUS MCOs are required to utilize the standardized method as found in the STAR+PLUS Handbook.	Operations Phase	Per encounter	HHSC may assess up to $100 per encounter that is not compliant with the standardized method found in the STAR+PLUS Handbook, Appendix XVI, Long Term Services and Supports Codes and Modifiers.
Hotlines (HL)					
HL-1	Contract Attachment B-1, §8.1.5.6 Member Hotline	The MCO must operate toll-free Member and Provider hotlines from 8 AM – 5 PM local time for	Operations Phase and Turnover Phase	Per month, per each incident of	HHSC may assess up to $100 per month, per each incident of noncompliance, per hotline, and

#	Service/ Component[1]	Performance Standard[2]	Measurement Period[3]	Measurement Assessment[4]	Liquidated Damages
	Contract Attachment B-1, §8.1.5.6.2 NEMT Services Call Center Requirements Contract Attachment B-1, §8.1.4.7 Provider Hotline	each MCO's Service Area, Monday through Friday, excluding State-approved holidays.		noncompliance, per hotline, per Program.	per Program for each hour, or portion thereof, that appropriately staffed hotlines are not operational. If the MCO's failure to meet the performance standard is caused by a Force Majeure Event, HHSC will not assess liquidated damages unless the MCO fails to implement its Disaster Recovery Plan.
HL-2	Contract Attachment B-1, §8.1.5.6 Member Hotline Contract Attachment B-1, §8.1.15.3 Behavioral Health Services Hotline	Call hold rate: At least 80% of calls must be answered by hotline staff within 30 seconds.	Operations Phase and Turnover Phase	Per each percentage point below the standard, per hotline, per Program, per monthly reporting period.	HHSC may assess up to $100 for each percentage point below the standard, per hotline, and per Program that the MCO fails to meet the requirements for a monthly reporting period for any MCO operated hotlines.
HL-3	Contract Attachment B-1, §8.1.5.6 Member Hotline Contract Attachment B-1, §8.1.5.6.2 NEMT Services Call Center Requirements Contract Attachment B-1, §8.1.4.7 Provider Hotline Contract Attachment B-1, §8.1.15.3 Behavioral Health Services Hotline	Call abandonment rate: The call abandonment rate must be 7% or less.	Operations Phase and Turnover Phase	Per each percentage point above the standard, per hotline, per Program, per monthly reporting period.	HHSC may assess up to $100 for each percentage point above the standard, per hotline, and per Program that the MCO fails to meet the requirements for a monthly reporting period for any MCO operated hotlines.
HL-4	Contract Attachment B-1, §8.1.5.6 Member Hotline	The average hold time must be two minutes or less.	Operations Phase and Turnover Phase	Per month, per hotline, per Program for each 30 second time	HHSC may assess up to $100 per month, per hotline, and per Program for each 30 second time

#	Service/ Component[1]	Performance Standard[2]	Measurement Period[3]	Measurement Assessment[4]	Liquidated Damages
	Contract Attachment B-1, §8.1.5.6.2 NEMT Services Call Center Requirements Contract Attachment B-1, §8.1.4.7 Provider Hotline Contract Attachment B-1, §8.1.15.3 Behavioral Health Services Hotline			increment, or portion thereof, by which the average hold time exceeds the maximum acceptable hold time.	increment, or portion thereof, by which the average hold time exceeds the maximum acceptable hold time.
HL-5	Contract Attachment B-1, §8.1.15.3 Behavioral Health Services Hotline	The MCO must have an emergency and crisis Behavioral Health Services Hotline available 24 hours a Day, seven Days a week, toll-free throughout each MCO's Service Area.	Operations Phase and Turnover Phase	Per month, per each incident of noncompliance, per Program.	HHSC may assess up to $100 per month, per each incident of noncompliance, and per Program for each hour, or portion thereof, that appropriately staffed hotlines are not operational. If the MCO's failure to meet the performance standard is caused by a Force Majeure Event, HHSC will not assess liquidated damages unless the MCO fails to implement its Disaster Recovery Plan.
HL-6	Contract Attachment B-1, §8.1.15.3 Behavioral Health Services Hotline	Crisis hotline staff must include or have access to qualified Behavioral Health Services' professionals to assess Behavioral Health emergencies.	Operations Phase and Turnover Phase	Per each incident of noncompliance, per Program.	HHSC may assess up to $1000 per each incident of noncompliance and per Program for each occurrence that HHSC identifies through its recurring monitoring processes that hotline staff were not qualified or did not have access to qualified professionals to assess Behavioral Health emergencies.

#	Service/ Component[1]	Performance Standard[2]	Measurement Period[3]	Measurement Assessment[4]	Liquidated Damages
STHL-1 SPHL-1	Contract Attachment B-1, §8.1.5.6.2 NEMT Services Call Center Requirements	The MCO must have a "Where's My Ride" line and/or phone prompt that ensures the Members' calls are answered by live operators 5:00 a.m. through 7:00 p.m. local time Monday through Saturday.	Operations Phase and Turnover Phase	Per month, per each incident of noncompliance, per Program.	HHSC may assess up to $100 per month, per each incident of noncompliance, and per Program for each hour, or portion thereof, that appropriately staffed hotlines are not operational. If the MCO's failure to meet the performance standard is caused by a Force Majeure Event, HHSC will not assess liquidated damages unless the MCO fails to implement its Disaster Recovery Plan.
Complaints/Appeals (CA)					
CA-1	Contract Attachment B-1, §8.1.5.9 Member Complaint and Appeal Process Contract Attachment B-1, §8.2.6.1 MCO Internal Member Complaint Process Contract Attachment B-1, §8.4.2 CHIP Member Complaint and Appeal Process	The MCO must resolve at least 98% of Member Complaints within 30 Days from the date the Complaint is received by the MCO.	Operations Phase	Per monthly reporting period, per Program.	HHSC may assess up to $250 per monthly reporting period and per Program if the MCO fails to meet the performance standard.
CA-2	Contract Attachment B-1, §8.2.4.1 Provider Complaints Contract Attachment B-1, §8.4.1 CHIP Provider Complaint and Appeals	The MCO must resolve at least 98% of Provider Complaints within 30 Days from the date the Complaint is received by the MCO.	Operations Phase	Per monthly reporting period, per Program.	HHSC may assess up to $250 per monthly reporting period and per Program if the MCO fails to meet the performance standard.

#	Service/ Component[1]	Performance Standard[2]	Measurement Period[3]	Measurement Assessment[4]	Liquidated Damages
CA-3	Contract Attachment B-1, §8.1.5.9 Member Complaint and Appeal Process Contract Attachment B-1, §8.2.6.2 Medicaid Member MCO Internal Appeal Process Contract Attachment B-1, §8.2.6.3 Expedited MCO Internal Appeals Contract Attachment B-1, § 8.4.2 CHIP Member Complaint and Appeal Process	The MCO must resolve at least 98% of Member appeals within the specified timeframes for standard and expedited appeals.	Operations Phase	Per monthly reporting period, per Program.	HHSC may assess up to $500 per monthly reporting period and per Program if the MCO fails to meet the performance standard.
CA-4	Contract Attachment B-1, §8.2.4.1 Provider Complaints Contract Attachment B-1, §8.2.6.1 MCO Internal Member Complaint Process UMCM Chapter 3	MCOs must resolve Provider and Member Complaints received by HHSC and referred to the MCOs no later than the due date indicated on HHSC's notification form unless an extension is granted by HHSC. The MCO response must be submitted according to the timeframes and requirements stated within the MCO notification correspondence (letter, email, etc.).	Measured Quarterly	Per Day, per each incident of noncompliance, per Program, and per MCO's Service Area.	HHSC may assess up to $250 per Day, per each incident of noncompliance, per Program, and per MCO's Service Area for each Day beyond the due date specified within the MCO notification Correspondence.
STCA-1 SPCA-1	Contract Attachment B-1, §8.2.6.4 Access to State Fair Hearing and External Medical Review (EMR) for Medicaid Members	The MCO must ensure that the appropriate staff members who have firsthand knowledge of the Member's appeal in order to be able to speak and provide relevant information on the case attend all State Fair Hearings as scheduled.	Transition Phase, Operations Phase	Per quarter, per incident of noncompliance.	HHSC may assess up to $1,000 per quarter and per incident of noncompliance for each State Fair Hearing that the MCO fails to attend as required by HHSC.

#	Service/ Component[1]	Performance Standard[2]	Measurement Period[3]	Measurement Assessment[4]	Liquidated Damages
Provider Networks (PN)					
PN-1	Contract Attachment B-1, §8.1.3 Access to Care Contract Attachment B-1, §8.1.3.1 Appointment Accessibility Contract Attachment B-1, §8.1.3.2 Access to Network Providers Contract Attachment B-1, §8.1.3.3 Monitoring Access	The MCO must comply with the contract's ~~mileage~~ distance ~~and/~~or time standards and benchmarks for Member access.	Quarterly	Per quarter, per incident of noncompliance, per plan code, per county, and per Provider type.	HHSC may assess up to $1,000 per quarter, per incident of noncompliance, per plan code, per county, and per Provider type.
PN-2	Contract Attachment B-1, §8.1.7.8.2 MCO Alternative Payment Models with Providers (APMs) UMCM Chapter 8	The MCO must meet minimum APM ratios as follows: • Measurement Year 1: ○ Minimum Overall APM Ratio: >=25% ○ Minimum Risk-Based APM Ratio: >=10% • Measurement Year 2: ○ Minimum Overall APM Ratio: Year 1 Overall APM Ratio +25% ○ Minimum Risk-Based APM Ratio: Year 1 Risk-Based APM Ratio +25% • Measurement Year 3: ○ Minimum Overall APM Ratio: Year 2	Measured on September 1 of each calendar year for the previous calendar period.	Per member per month (PMPM), per period of measurement.	Failure to meet calendar year target for overall APM, and not eligible for exception, based on HHSC's exception criteria: up to $0.10 per Member per month (PMPM) for period of measurement. Failure to meet target for Risk Based APM, and not eligible for exception: up to $0.10 per Member per month (PMPM) for period of measurement.

#	Service/ Component[1]	Performance Standard[2]	Measurement Period[3]	Measurement Assessment[4]	Liquidated Damages
		Overall APM Ratio +25% ○ Minimum Risk-Based APM Ratio: Year 2 Risk-Based APM Ratio +25% • Measurement Years 4, 5, and 6: ○ Minimum Overall APM Ratio: >=50% ○ Minimum Risk-Based APM Ratio: >=25%			
PN-3	Contract Attachment B-1, §8.1.4 Provider Network UMCM Chapter 5	No more than 20% of total dollars billed to an MCO for "other outpatient services" may be billed by Out-of-Network providers.	Quarterly	Per quarter, per Program.	HHSC may assess up to $25,000 per quarter and per Program.
PN-4	Contract Attachment B-1, §8.1.4 Provider Network UMCM Chapter 5	No more than 15% of an MCO's total hospital admissions may occur in Out-of-Network facilities.	Quarterly	Per quarter, per Program.	HHSC may assess up to $25,000 per quarter and per Program.
PN-5	Contract Attachment B-1, §8.1.4 Provider Network UMCM Chapter 5	No more than 20% of an MCO's total emergency room visits may occur in Out-of-Network facilities.	Quarterly	Per quarter, per Program.	HHSC may assess up to $25,000 per quarter and per Program.
PN-6	Contract Attachment B-1, §8.1.4 Provider Network UMCM Chapter 5	No more than 20% of total dollars billed to an MCO for residential Substance Use Disorder (SUD) treatment may be billed by Out-of-Network residential SUD treatment providers.	Quarterly	Per quarter, per Program.	HHSC may assess up to $25,000 per quarter and per Program.

#	Service/ Component[1]	Performance Standard[2]	Measurement Period[3]	Measurement Assessment[4]	Liquidated Damages
Marketing and Member Materials (MM)					
MM-1	Contract Attachment B-1, §8.1.6 Marketing & Prohibited Practices UMCM Chapter 4	The MCO must meet all Marketing and Member Materials policy requirements and may not engage in prohibited marketing practices.	Transition Phase, Measured Quarterly during the Operations Phase	Per quarter, per incident of noncompliance.	HHSC may assess up to $1,000 per quarter per incident of noncompliance.
MM-2	Contract Attachment B-1, §8.1.6 Marketing & Prohibited Practices UMCM Chapter 4	The MCO must meet all Social Media policy requirements and may not engage in any prohibited Social Media practices.	Ongoing	Per Business Day, per incident of noncompliance.	HHSC may assess up to $500 per Business Day for each incident of noncompliance.
MM-3	Contract Attachment B-1, §8.1.5.1 Member Materials	No later than the 5th Business Day following the receipt of the enrollment file from the HHSC Administrative Services Contractor, the MCO must mail a Member's ID card and Member Handbook to the Account Name or Case Head for each new Member. When the Account Name or Case Head represents two or more new Members, the MCO is only required to send one Member Handbook.	Transition Phase, Operations Phase, and Turnover Phase	Per each incident of noncompliance.	HHSC may assess up to $500 per each incident of the MCO's failure to mail Member Materials to the Account Name or Case Head for each new Member.
Management Information Systems (MI)					
MI-1	Contract Attachment B-1, §8.1.18 Management Information System (MIS) Requirements	The MCO's MIS must be able to resume operations within 72 hours of employing its Disaster Recovery Plan.	Measured Quarterly during the Operations Phase	Per Day of noncompliance, per Program, per MCO's Service Area.	HHSC may assess up to $5,000 per Day of noncompliance, per Program, and per MCO's Service Area.
MI-2	Contract Attachment B-1, §8.1.18.3 System-Wide Functions	The MCO's MIS system must meet all requirements in Section 8.1.18.3 of Attachment B-1.	Measured Quarterly during the Operations Phase	Per Day of noncompliance, per Program, per MCO's Service Area.	HHSC may assess up to $5,000 per Day of noncompliance, per Program, and per MCO's Service Area.

#	Service/ Component[1]	Performance Standard[2]	Measurement Period[3]	Measurement Assessment[4]	Liquidated Damages
Financial Reporting (FR)					
FR-1	Contract Attachment B-1, §8.1.17.1 Financial Reporting Requirements UMCM Chapter 5	Financial Statistical Reports (FSR**)**: For each Program and MCO's Service Area, the MCO must file quarterly and annual FSRs. Quarterly reports are due no later than 30 Days after the conclusion of each State Fiscal Quarter (SFQ). The first annual report is due no later than 120 Days after the end of each Contract Year and the second annual report is due no later than 365 Days after the end of each Contract Year.	Quarterly during the Operations Phase	Per Day of noncompliance, per Program, per MCO's Service Area.	HHSC may assess up to $1,000 per Day of noncompliance, per Program, and per MCO's Service Area a quarterly or annual report is not submitted or is late, inaccurate, or incomplete.
FR-2	Contract Attachment B-1, §8.1.17.1 Financial Reporting Requirements UMCM Chapter 5	Claims Lag Report must be submitted by the last Day of the month following the reporting period.	Operations Phase and Turnover Phase	Per Day of noncompliance, per Program.	HHSC may assess up to $1,000 per Day of noncompliance and per Program the report is not submitted or is late, inaccurate, or incomplete.
FR-3	Contract Attachment B-1, §8.1.17.1 Financial Reporting Requirements UMCM Chapter 5	Affiliate Report must be submitted on an as-occurs basis and annually by September 1 of each year in accordance with the UMCM. The "as-occurs" update is due within 30 Days of the event triggering the change.	Operations Phase and Turnover Phase	Per Day of noncompliance.	HHSC may assess up to $1,000 per Day of noncompliance the report is not submitted or is late, inaccurate, or incomplete.
FR-4	Contract Attachment B-1, §8.1.17.1 Financial Reporting Requirements UMCM Chapter 5	Report of Legal and Other Proceedings and Related Events: The MCO must comply with UMCM requirements regarding the disclosure of certain matters involving the MCO, its Affiliates, or its Material Subcontractors, as	Transition Phase and Operations Phase	Per Day of noncompliance.	HHSC may assess up to $1,000 per Day of noncompliance the report is not submitted or is late, inaccurate, or incomplete.

#	Service/ Component[1]	Performance Standard[2]	Measurement Period[3]	Measurement Assessment[4]	Liquidated Damages
		specified. This requirement is both on an as-occurs basis and an annual report due by September 1. The as-occurs report is due no later than 30 Days after the event that triggered the notification requirement.			
FR-5	Contract Attachment B-1, §8.1.17.1 Financial Reporting Requirements	Third Party Liability and Recovery (TPL/TPR) Reports: The MCO must submit TPL/TPR reports quarterly, by MCO Program and plan code as described in UMCM Chapter 5.	Operations Phase	Per Day of noncompliance, per TPL/TPR report.	HHSC may assess up to $500 per Day of noncompliance and per TPL/TPR report that is not submitted or is late, inaccurate, or incomplete.
FR-6	Contract Attachment B-1, §8.1.17.1 Financial Reporting Requirements	MCO Disclosure Statement: The MCO must submit an annual submission no later than September 1st each year and a change notification after a certain specified change, no later than 30 Days after the change.	Operations Phase and Turnover Phase	Per Day of noncompliance.	HHSC may assess up to $1,000 per Day of noncompliance the report is not submitted or is late, inaccurate, or incomplete.
FR-7	Contract Attachment B-1, §8.1.17.1 Financial Reporting Requirements	TDI Examination Report: The MCO must furnish HHSC with a full and complete copy of any TDI Examination Report issued by TDI no later than ten Days after receipt of the final version from TDI.	Operations Phase and Turnover Phase	Per Day of noncompliance.	HHSC may assess up to $1,000 per Day of noncompliance the report is not submitted or is late, inaccurate, or incomplete.
FR-8	Contract Attachment B-1, §8.1.17.1 Financial Reporting Requirements	TDI Financial Filings: The MCO must submit copies to HHSC of reports submitted to TDI no later than ten Days after the MCO's submission to TDI.	Operations Phase and Turnover Phase	Per Day of noncompliance.	HHSC may assess up to $500 per Day of noncompliance the report is not submitted or is late, inaccurate, or incomplete.

#	Service/ Component[1]	Performance Standard[2]	Measurement Period[3]	Measurement Assessment[4]	Liquidated Damages
FR-9	Contract Attachment B-1, §8.1.17.1 Financial Reporting Requirements	Filings with Other Entities and Other Existing Financial Reports: The MCO must submit an electronic copy of the reports or filings pertaining to the MCO, or its parent, or its parent's parent no later than 30 Days after such report is filed or otherwise initially distributed.	Operations Phase and Turnover Phase	Per Day of noncompliance.	HHSC may assess up to $500 per Day of noncompliance the report is not submitted or is late, inaccurate, or incomplete.
FR-10	Contract Attachment B-1, §8.1.17.1 Financial Reporting Requirements UMCM Chapter 5	Audit Reports: The MCO must comply with UMCM requirements regarding notification or submission of audit reports.	Operations Phase	Per Day of noncompliance.	HHSC may assess up to $500 per Day of noncompliance the report is not submitted or is late, inaccurate, or incomplete.
FR-11	Contract Attachment B-1, §8.1.17.1 Financial Reporting Requirements	Employee Bonus and/or Incentive Payment Plan must be submitted no later than 30 Days after the Effective Date of the Contract.	Operations Phase	Per Day of noncompliance.	HHSC may assess up to $500 per Day of noncompliance the report is not submitted or is late, inaccurate, or incomplete.
FR-12	Contract Attachment B-1, §8.1.17.1 Financial Reporting Requirements	Registration Statement (aka "Form B") must be submitted by ten Days after the MCO's submission of the item to TDI.	Operations Phase	Per Day of noncompliance.	HHSC may assess up to $500 per Day of noncompliance the report is not submitted or is late, inaccurate, or incomplete.
STFR-1 SPFR-1	RESERVED				
HHSC Office of the Inspector General (IG)					
IG-1	Contract Attachment B-1, §7.2.8.1 Readiness Review Contract Attachment B-1, §8.1.19 Fraud, Waste, and Abuse	The MCO must submit ~~or~~ and comply with the requirements of the HHSC-approved Fraud, Waste, and Abuse Compliance Plan.	Transition Phase, Operations Phase, and Turnover Phase	Per Day, per each incident of noncompliance, per Program.	HHSC may assess up to $1,000 per Day for each incident of noncompliance, and per Program.

#	Service/ Component[1]	Performance Standard[2]	Measurement Period[3]	Measurement Assessment[4]	Liquidated Damages
IG-2	Contract Attachment B-1, §8.1.19 Fraud, Waste, and Abuse	The MCO must perform pre-payment review for identified providers as directed by HHSC OIG within ten Business Days after notification.	Transition Phase, Operations Phase, and Turnover Phase	Per Day, per each incident of noncompliance, per Program.	HHSC may assess up to $1,000 per Day, per each incident of noncompliance, and per Program.
IG-3	Contract Attachment B-1, §8.1.19.2 General requests for and access to data, records, and other information	The MCO must respond to HHSC OIG requests for information in the manner and format requested.	Transition Phase, Operations Phase, and Turnover Phase	Per Day of noncompliance, per Program.	HHSC may assess up to $1,000 per Day of noncompliance and per Program that the information is not submitted or is late, inaccurate, or incomplete. This amount will increase to $5,000 per Day of noncompliance and per Program for the fourth and each subsequent occurrence within a 12-month period.
IG-4	Contract Attachment B-1, §8.1.20.2 Reports UMCM Chapter 5	The MCO must submit a Fraudulent Practices Referral to the HHSC OIG within 30 Business Days of receiving a report of possible Fraud, Waste, or Abuse from the MCO's Special Investigative Unit (SIU).	Transition Phase, Operations Phase, and Turnover Phase	Per Day of noncompliance, per Program.	HHSC may assess up to $1,000 per Day of noncompliance and per Program that the referral is not submitted or is late, inaccurate, or incomplete. This amount will increase to $5,000 per Day of noncompliance and per Program for the fourth and each subsequent occurrence within a 12-month period.
IG-5	Contract Attachment B-1, §8.1.19.4 Payment Holds and Settlements UMCM Chapter 5	The MCO must submit monthly MCO Open Case List Reports.	Transition Phase, Operations Phase, and Turnover Phase	Per Day of noncompliance, per Program.	HHSC may assess up to $1,000 per Day of noncompliance and per Program that the report is not submitted or is late, inaccurate, or incomplete. This amount will increase to $5,000 per Day of noncompliance and per Program for the fourth and

#	Service/ Component[1]	Performance Standard[2]	Measurement Period[3]	Measurement Assessment[4]	Liquidated Damages
					each subsequent occurrence within a 12-month period.
IG-6	Contract Attachment B-1, §8.1.19.4 Payment Holds and Settlements	The MCO must respond to HHSC OIG requests for payment hold amounts accurately and in the manner and format requested.	Transition Phase, Operations Phase, and Turnover Phase	Per incident of noncompliance, per Program.	HHSC may assess, per incident of noncompliance and per Program, up to the difference between the amount required to be reported by the MCO under UMCM Chapter 5.5 and the amount received by the HHSC OIG.
IG-7	Contract Attachment B-1, §8.1.19 Fraud, Waste, and Abuse	The MCO fails to submit complete, unredacted and accurate claims data as prescribed by HHSC OIG.	Transition Phase, Operations Phase, and Turnover Phase	Per Day, per each incident of noncompliance, per Program.	HHSC may assess up to $1,000 per Day, per each incident of noncompliance, and per Program that the data is not submitted or is late, inaccurate, or incomplete. This amount will increase to $5,000 per Day, per each incident of noncompliance, and per Program for the fourth and each subsequent occurrence within a 12-month period.
IG-8	Contract Attachment B-1, §8.1.19.4 Payment Holds and Settlements	The MCO must impose payment suspensions or lift payment holds as directed by HHSC OIG.	Transition Phase, Operations Phase, and Turnover Phase	Per incident of noncompliance.	HHSC may assess up to the amount not held or released improperly per incident of noncompliance and per MCO.
Frew (FW)					
STFW-1 SPFW-1	Contract Attachment B-1, §8.1.20.2 Reports UMCM Chapter 12	*Frew* Quarterly Monitoring Report – The MCO must submit the report as described in UMCM Chapter 12.	Quarterly	Per Day of noncompliance,.	HHSC may assess up to $1,000 per Day of noncompliance and per MCO if the reports are not submitted or are late, inaccurate, or incomplete.
STFW-2 SPFW-2	Contract Attachment B-1, §8.1.20.2 Reports UMCM Chapter 12	Medicaid Managed Care Texas Health Steps Medical Checkups Reports – The MCO must submit	Annually	Per Day of noncompliance.	HHSC may assess up to $1,000 per Day of noncompliance the

#	Service/ Component[1]	Performance Standard[2]	Measurement Period[3]	Measurement Assessment[4]	Liquidated Damages
		an annual report of the number of New Members and Existing Members as described in UMCM Chapter 12.			reports are not submitted or are late, inaccurate, or incomplete.
STFW-3	Contract Attachment B-1, §8.1.20.2 Reports UMCM Chapter 12	Farmworker Child Annual Report and Farmworker Child Annual Report Log - The MCO must submit an annual report and an annual log as described in UMCM Chapter 12.	Annually	Per Day of noncompliance.	HHSC may assess up to $1,000 per Day of noncompliance the reports are not submitted or are late, inaccurate, or incomplete.
Turnover (TO)					
TO-1	Contract Attachment B-1, §9.5 Post-Turnover Services	The MCO must provide the HHSC with a Turnover Results Report documenting the completion and results of each step of the Turnover Plan 30 Days after the turnover of operations.	Measured 30 Days after the turnover of operations	Per Day of noncompliance, per Program, per MCO's Service Area.	HHSC may assess up to $250 per Day of noncompliance, per Program, and per MCO's Service Area the report is not submitted or is late, inaccurate, or incomplete.
TO-2	Contract Attachment B-1, §9.4 Turnover Services	Twelve months prior to the end of the Contract Period or any extension thereof, unless otherwise specified by HHSC, the MCO must propose a Turnover Plan covering the possible turnover of the records and information maintained to either the HHSC or a successor MCO.	Measured at twelve months prior to the end of the Contract Period, or any extension thereof, and ongoing until satisfactorily completed	Each Day of noncompliance, per Program, per MCO's Service Area.	HHSC may assess up to $1,000 per Day of noncompliance, per Program, and per MCO's Service Area the Turnover Plan is not submitted or is late, inaccurate, or incomplete.
TO-3	Contract Attachment B-1, §9.3 Transfer of Data	The MCO must transfer all data regarding the provision of Covered Services to Members to	Measured at time of transfer of data and ongoing after	Per Day, per incident of noncompliance (failure to provide data	HHSC may assess up to $10,000 per Day, per incident of noncompliance, per Program, and per MCO's Service Area that the

#	Service/ Component[1]	Performance Standard[2]	Measurement Period[3]	Measurement Assessment[4]	Liquidated Damages
		HHSC or a new MCO at the sole discretion of HHSC and as directed by HHSC. All transferred data must comply with the Contract requirements, including HIPAA.	the transfer of data until satisfactorily completed	and/or failure to provide data in required format), per Program, per MCO's Service Area.	data is not submitted, is not provided in the required format or is late, inaccurate, or incomplete.
Pharmacy (PH)					
PH-1	Contract Attachment B-1, §8.1.21.1 Formulary and Preferred Drug List (PDL) Contract Attachment B-1, §8.1.21.2 Prior Authorization for Prescription Drugs and 72-Hour Emergency Supplies	The MCO must allow Network Providers free access to a point-of-care web-based application accessible to smart phones, tablets, or similar technology. The application must be operational, identify HHSC's formularies, preferred/non-preferred drugs, Clinical PAs, and any preferred drugs that can be substituted for non-preferred drugs, updated at least weekly. If the MCO has Clinical PAs that are identical to HHSC VDP's Clinical PAs, then the MCO can reference VDP's Texas Medicaid formulary on Epocrates.	Ongoing	Per incident of noncompliance.	HHSC may assess up to $10,000 for an incident of noncompliance if the web-based application is not operational, does not identify preferred/non-preferred drugs, or Clinical PAs, and any preferred drugs that can be substituted for non-preferred drugs, is not updated at least weekly.
PH-2	Contract Attachment B-1, §8.1.21.1 Formulary and Preferred Drug List (PDL) Contract Attachment B-1, §8.1.21.10 Specialty Drugs	The MCO must adhere to HHSC's formularies, PDL and the Specialty Drug List (SDL) for drugs provided through selective specialty pharmacy contracts.	Ongoing, Quarterly during Operations Phase	Per incident of noncompliance, per Program.	For the initial quarter of noncompliance, HHSC may assess up to $5,000 per incident of noncompliance, and per Program. For each subsequent quarter of noncompliance, HHSC may assess up to $10,000 per incident

#	Service/ Component[1]	Performance Standard[2]	Measurement Period[3]	Measurement Assessment[4]	Liquidated Damages
					of noncompliance, and per Program
PH-3	Contract Attachment B-1, §8.1.21.2 Prior Authorization for Prescription Drugs and 72-Hour Emergency Supplies	The MCO must allow and reimburse a pharmacy for dispensing a 72-hour supply of a prescription if the MCO cannot make a prior authorization determination within 24 hours and the dispensing pharmacist determines it is an emergency situation as outlined in this section.	Ongoing	Per incident of noncompliance, per Program.	HHSC may assess up to $5,000 per incident of noncompliance and per Program.
PH-4	RESERVED				
PH-5	Contract Attachment B-1, §8.1.21.5 Pharmacy Rebate Program UMCM Chapter 2	The MCO must include rebatable National Drug Codes (NDCs) on all encounters for outpatient drugs and biological products, including clinician-administered drugs. Encounters containing clinician-administered drugs must include, in addition to a CMS-rebate-eligible NDC, the correctly matched HCPCS code and billing units per the applicable date of service according to HHSC NDC-to-HCPCS Crosswalk.	Ongoing	Per month, per incident of noncompliance, per Program.	HHSC may assess up to $500 per month, per each incident of noncompliance, and per Program.

#	Service/ Component[1]	Performance Standard[2]	Measurement Period[3]	Measurement Assessment[4]	Liquidated Damages
PH-6	Contract Attachment B-1, §8.1.21.1 Formulary and Preferred Drug List (PDL)	The MCO must maintain a minimum 95% compliance rate with the PDL requirements for each therapeutic class on the PDL.	Ongoing, Quarterly during Operations Phase	Per incident of noncompliance, per therapeutic class.	HHSC may assess up to $1,000 for each incident of noncompliance and per therapeutic class in which the MCO does not meet the standard.
PH-7	RESERVED				
PH-8	Contract Attachment B-1, §8.1.21.2 Prior Authorization for Prescription Drugs and 72-Hour Emergency Supplies	The Medicaid MCOs must ensure at least 98% of PA requests received from prescriber calls to the MCO's PA call center for Medicaid are approved or denied immediately at the time of the call when all necessary information is received to complete the review.	Ongoing, Quarterly during Operations Phase	Per Program, per each percentage point below the standard.	HHSC may assess up to $100 per Program and per each percentage point below the standard each quarter.
PH-9	Contract Attachment B-1, §8.1.21.2 Prior Authorization for Prescription Drugs and 72-Hour Emergency Supplies	The Medicaid MCOs must ensure at least 98% of all other PA requests received by a prescriber's office are approved or denied no later than 24 hours after the MCO receives the request.	Ongoing, Quarterly during Operations Phase	Per Program, per each percentage point below the standard.	HHSC may assess up to $100 per Program and per each percentage point below the standard each quarter.
PH-10	Contract Attachment B-1, §8.1.21.11 Maximum Allowable Cost Requirements	The MCO must ensure at least 98% of MAC challenge requests are resolved by the 15th Day after the MCO receives the request.	Ongoing, Quarterly during Operations Phase	Per incident of noncompliance below the percentage rate.	HHSC may assess up to $1,000 per incident of noncompliance below the percentage rate each quarter.
PH-11	RESERVED				

#	Service/ Component[1]	Performance Standard[2]	Measurement Period[3]	Measurement Assessment[4]	Liquidated Damages
CHPH-1	Contract Attachment B-1, §8.1.21.2 Prior Authorization for Prescription Drugs and 72-Hour Emergency Supplies	CHIP MCOs must ensure at least 98% of all PA request denial notices are provided within three Business Days after the MCO receives the request.	Ongoing, Quarterly during Operations Phase	Per Program, per each percentage point below the standard.	HHSC may assess up to $100 per Program and per each percentage point below the standard each quarter.
CHPH-2	Contract Attachment B-1, §8.1.21.2 Prior Authorization for Prescription Drugs and 72-Hour Emergency Supplies	CHIP MCOs must ensure at least 98% of all PA request approval notices are transmitted not later than the second Business Day after the MCO receives the request.	Ongoing, Quarterly during Operations Phase	Per Program, per each percentage point below the standard.	HHSC may assess up to $100 per Program and per each percentage point below the standard each quarter.
Medical Necessity and Level of Care (MN)					
SPMN-1	Contract Attachment B-1, §8.3.3 STAR+PLUS Assessment Instruments Contract Attachment B-1, §8.3.4.1 Members Eligible for HCBS STAR+PLUS Waiver Contract Attachment B-1, §8.3.4.2 Non-Member Applicants Eligibility for HCBS STAR+PLUS Waiver	The Community Medical Necessity and Level of Care (MNLOC) Assessment Instrument must be completed and electronically submitted via the TMHP portal in the specified format. Forms and addendums, as identified in Section 8.3.3.2 HCBS STAR+PLUS Waiver and STAR+PLUS Handbook for general revenue and medically fragile must be completed and applicable forms submitted to HHSC 1) within 45 Days from the date of referral for HCBS STAR+PLUS Waiver-services for 217-Like Group applicants;	Operations Phase, Turnover Phase	Per Day of noncompliance, per Member, per MCO's Service Area.	HHSC may assess up to $500 per Day of noncompliance, per Member, and per MCO's Service Area for each Day required documentation is not submitted or is late, inaccurate, or incomplete.

#	Service/ Component[1]	Performance Standard[2]	Measurement Period[3]	Measurement Assessment[4]	Liquidated Damages
		2)within 45 Days from the date of the Member's request for HCBS STAR+PLUS Waiver services for current Members requesting an upgrade; 3) within 45 Days from the date the MCO determines the Member would benefit from the HCBS STAR+PLUS Waiver; or 4) at least 30 Days prior to the annual ISP expiration date for all Members receiving STAR+PLUS HCBS services as specified in Section 8.3.4.3. 5) at least 45 days prior to the annual ISP expiration date for all HCBS Members approved for General Revenue funding as specified in Section 8.3.4.3; or 6) at least 45 days prior to the annual ISP expiration date for all HCBS Members approved to use the medically fragile policy as specified in Section 8.3.4.3.			