Rhode Island Unified Health Infrastructure Project (UHIP) Medicaid Eligibility and Enrollment (EE)
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Attachment F

The following information has been extracted from contract amendment 47 with Deloitte. This provides a listing of the service level agreements that have been included in the amendment.

Section A.5. Service Level Agreements

The Service Level Agreements ("SLAs"), pursuant to Section 20 of the Agreement and Section 4 of this Amendment, that shall apply to the CA47 M&O Services are as set forth in Table A.5, and shall be measured monthly unless otherwise specified in Table A.5. In addition, two additional Service Level Agreements shall be measured and reported by Contractor as of and after the release into production of the first Major or Patch Release for which the development phase for such Release begins after the Effective Date until, for Patch Releases, the release into production of the second such Patch Release, and, for Major Releases, the release into production of the first such Major Release (the "Baseline Period") but shall not be effective during such period, as set forth at the end of Table A.5 (notwithstanding Section 4 of this Amendment as to the effective date). By the end of the Baseline Period, the parties shall in good faith discuss and agree in writing to the final version of such two additional Service Level Agreements to be measured and reported by Contractor and apply after the Baseline Period based on the baselining measurements during the Baseline Period.

Table A.5 – Service Level Agreements			
Category	**SLA**	**Specification**	**Liquidated Damages**
System Availability	Production Environment Hours of System Availability for Citizen-facing Functionality	Access Hours: 24 hours/day, 7 days a week, excluding planned downtime. Planned downtime will be agreed upon prior to each month in which the SLA is calculated. System availability requirement is 99.9% during business hours and 98.0% during non-business hours over the course of a calendar month. Business hours are defined as 8:00 AM to 7:00 PM, seven days per week, excluding planned downtime (*note, however, that this definition for	$3,500 per hour (or any portion thereof) for any period in which the production environment is not operational or available during the times set forth in the specification with a cap of 45 hours per month. Earn backs will be available if SLA is exceeded for two consecutive months following the month in which the SLA was not met.

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Category	**SLA**	**Specification**	**Liquidated Damages**
		purposes of this SLA does not change that maintenance activities not requiring system downtime begin at 6:00 PM). This SLA also applies to the failover and disaster recovery environments when they are used for production.	
System Availability	Production Environment Hours of System Availability for Worker-facing Functionality	System availability requirement is 99.9% during business hours and 98.0% during non-business hours over the course of a calendar month. Business hours are defined as 8:00 AM to 7:00 PM Monday through Friday, excluding planned downtime (*note, however, that this definition for purposes of this SLA does not change that maintenance activities not requiring system downtime begin at 6:00 PM) This SLA also applies to the failover and disaster recovery environments when they are used for production.	$3,500 per hour (or any portion thereof) for any period in which the production environment is not operational or available during the times set forth in the specification with a cap of 45 hours per month. Earn backs will be earned if SLA is met for two consecutive months following the month in which the SLA was not met.

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Category	SLA	Specification	Liquidated Damages
Processing Performance	Production Electronic Log Files (Maintenance) – Files saved by the computer operating system to record its activities	Contractor must maintain the necessary data in appropriate log files, categorized as follows, with the following respective SLAs over the course of a calendar month for the Production Environment: Critical: 99.5% Important: 95.0% Normal: 90.0%	$1,000 per occurrence, with a cap of ten occurrences per month. Earn back will be earned if 100% is achieved for two consecutive months following month in which the SLA was not met.
Processing Performance	Production Electronic Log Files (Processing) – Files saved by the computer operating system to record its activities	99.5% of Production Environment electronic log files as defined in the Specifications must be processed within the next scheduled processing window within a calendar month.	$1,000 per day, with a cap of ten days per month. Earn back earned if 100% is achieved for two consecutive months following month in which the SLA was not met.
Processing Performance	Inbound Files – Files coming into the HIX/IES System from trusted sources	Process 100% of inbound files as defined in the Specifications within the next scheduled processing window within a calendar month.	$1,000 per day, with a cap of ten days per month. Contractor will not be held responsible for failures due to data issues caused by the sending third party.
Processing Performance	Outbound Web Service Requests to Federal Data Services Hub – Files exported from HIX to the Data Services Hub	Less than 2% of outbound web service requests to the Federal Data Services Hub made during business hours (8am-7pm) receive a technical error response from the Federal Data Services Hub or fail to be sent to the Federal Data Hub, within a calendar month.	$1,000 per failure to meet the Specification, and additional $1,000 for each additional 2% by which such Specification is exceeded, with a cap of $5,000 per measurement (per calendar month). Contractor will not be held responsible for failures due to data issues caused by the Federal Data Hub or third parties.

Table A.5 – Service Level Agreements			
Category	**SLA**	**Specification**	**Liquidated Damages**
Real-Time Transaction Performance	Transactions involving the user interface, business tier, or database tier.	Response time for users accessing the system must not be greater than 1.0 seconds, on average, for a given calendar month. This is to be measured by extracting transaction times directly from system logs based on actual user transactions in production during the measurement period, capturing the timestamps in the logs between page request and page load from the server.	$2,500 per week that the mean response time exceeds the specification. The Parties agree that certain types of transactions (e.g., generating a report) are not subject to this SLA. Such transactions to be excluded shall be mutually agreed upon before July 1, 2018. Earn backs earned for exceeding the SLA for 2 consecutive months following the month in which the SLA was not met.
Business Continuity	Backup and Recovery Backups must be executed daily (incremental) and weekly (full).	100% of backups will occur on the agreed upon daily and weekly schedule. This excludes time that the system is down for HW/SW issues. Recovery must be able to start within one (1) hour and complete within (4) hours of the determination a recovery is necessary, excluding periods of downtime (planned or otherwise). Recovery start time will be measured by the time the request is made to a live contact and when the initial steps of recovery begin. This SLA will be reviewed quarterly.	$2,500 per occurrence

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Category	SLA	Specification	Liquidated Damages
Business Continuity	Failover and Fallback Failover and fallback is the capability to immediately switch operations from the production environment to the failover environment in the event technical problems incapacitate the production environment.	Failover and fallback processes must be executed if the primary production configuration is unavailable. Failure over will occur within 20 minutes. Failover start time will be measured by the time the request is made to a live contact or when the automated failover tools begin processing. After any capacity change to computer, network, or storage, the Parties will evaluate the impact of any changes on the ability to bring the critical applications back to functionality within the timeframe required herein.	$5,000 per occurrence
Business Continuity	Disaster Recovery refers to major disruptions to the production environment. Plans, procedures, and infrastructure need to be established to recover from a major disaster and resume daily operations.	Disaster recovery processes must be executed in the event of a production site failure. Site must be operational within two (2) days of when it is determined that disaster recovery is required.	$10,000 per day for each day the site is not operational after 2 Days of when it is determined that disaster recovery is required

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Category	**SLA**	**Specification**	**Liquidated Damages**
Software Deficiency	Severity 1 - Fatal Fatal Bug. HIX/IES System did not work. Significant parts of the HIX/IES System were inoperable. There was no viable workaround.	Deficiency rectified within 12 hours. If not fixed by then, Contractor must present the State with an emergency resolution plan. If a workaround is implemented, the issue is downgraded to Severity 2 and the SLA below for Severity 2 will apply. A Severity 1 issue can only be downgraded one level (to a Severity 2). Problems or delays caused outside of Contractor's control do not apply.	$7,500 per calendar day 1-15 days beyond Performance Standard $20,000 per calendar day > 15 days beyond Performance Standard

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Category	**SLA**	**Specification**	**Liquidated Damages**
Software Deficiency	Severity 2 - Serious Serious Bug. Primary business requirements could not be met with the HIX/IES System, impacting more than 20 cases. There were no easily apparent viable workarounds. Performance, functionality, or usability was seriously degraded.	Deficiency rectified within 4 days. If not fixed by then, Contractor must present the State with a high priority resolution plan. SLA is 4 days average for all Severity 2s within the reporting period. If a workaround is implemented, the issue is downgraded to Severity 3 and the SLA below for Severity 3 will apply. A Severity 2 issue can only be downgraded one level (to a Severity 3). Problems or delays caused outside of Contractor's control do not apply	$4,000 per calendar day 1-15 days beyond Performance Standard $6,000 per calendar day > 15 days beyond Performance Standard
Software Deficiency	Severity 3 - Normal Normal Bug. Business requirements can be met with the HIX/IES System. Any needed workarounds are apparent. Performance, functionality, or usability is not seriously degraded.	Deficiency to be rectified at a time and in a manner mutually agreed to in writing by the Parties, except for a Severity 3 Deficiency that prevents eligibility determination or that affects more than 20 cases, in which case the Deficiency must be rectified in the next available Maintenance Release. Contractor must document the fix in a Comprehensive Issue Resolution Plan comprising known issues. Problems or delays caused outside of Contractor's control do not apply. Note: It is understood that, while the timing for rectification is as mutually agreed in writing by the Parties, as stated above, the intent is that the	$500 per calendar day beyond Performance Standard

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Category	**SLA**	**Specification**	**Liquidated Damages**
		backlog count of Severity 3 Deficiencies be reduced over time rather than grow; therefore, Contractor shall use diligent efforts to maintain a schedule for rectifying Severity 3 Deficiencies that will provide for such backlog reduction, and this SLA shall not be construed to undermine such intent.	
Software Deficiency	Severity 4 - Minor Minor Bug. Minor typos, wish list suggestions, a nice to have, but not required change. Would not impact release accuracy or usability in any significant way	Deficiency to be rectified at a time and in a manner mutually agreed to in writing by the Parties. Contractor must document the defect status in a Comprehensive Issue Resolution Plan comprising known issues.	None

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Category	**SLA**	**Specification**	**Liquidated Damages**
Open Enrollment Discrepancies	Contractor will reconcile enrollment discrepancies to meet the targets specified in this SLA, based on the data reported in the HSRI Data Recon Hub.	• By October 31 each year of the term: No more than 4,000 discrepant records • By November 30 each year of the term: No more than 3,000 discrepant records • By December 31 each year of the term: No more than 3,000 discrepant records • By January 31 each year of the term: No more than 3,000 discrepant records • By February 28 each year of the term: No more than 2,750 discrepant records • By March 31 each year of the term: No more than 2,250 discrepant records • By April 30 each year of the term: No more than 1,250 discrepant records • By May 31 each year of the term: No more than 850 discrepant records • By June 30 each year of the term: No more than 850 discrepant records Discrepant records that are not due to HIX/IES System Deficiencies (e.g., carrier system issues, data issues caused by a worker) are not counted in any of these SLA measurements.	$5,000 for any reduction target not met by the date specified in this SLA. In the event that a sudden increase in discrepancies (20% or greater increase in the then-current number of discrepancies) occurs in the seven (7) calendar days preceding a reduction target date that results in Contractor not achieving the target, Contractor will earn back the Liquidated Damages amount for that target date if the reduction target is met within fourteen (14) calendar days of the original reduction target date.

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Category	SLA	Specification	Liquidated Damages

Development Quality	Contractor will meet the agreed upon SIT Exit Criteria (as described in the Specification to this SLA) for each planned RIBridges application software Release (SLA does not apply to hotfixes).	For each planned Release, the following SIT Exit Criteria are to be met by the scheduled SIT Exit meeting:
		• All outstanding SIT entry criteria exceptions must be cured. Note: SIT entry criteria is defined as all scope items having been successfully unit tested and delivered to SIT (unit test checklists are available in JIRA and the list of unit test Deficiencies has been shared); including State review and approval of SIT test cases by the communicated approval deadline. Test cases not approved by the deadline will not count towards the SLA.
		
		• SIT Script / Ticket Pass rate
		  o 95% of all scripts / tickets passed
		  o 80% minimum pass percentage per Theme
		  o 95% Pass Percentage for all regression scripts (core and targeted)
		• No outstanding Severity 1 Deficiencies
		• Any outstanding Severity 2 Deficiencies must be reviewed and deferred by the UHIP
			$750 per calendar day beyond the scheduled SIT Exit meeting where not all SIT Exit Criteria in the Specification are met.
			
			Contractor will earn back any assessed liquidated damages for Development Quality pursuant to this SLA as follows: For patch Release Deficiencies, if the SLA is met for two (2) immediately subsequent patch Releases after the Release that resulted in the unmet SLA; and for major Releases, if the SLA is met for the immediately subsequent major Release after the Release that resulted in the unmet SLA

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Category	**SLA**	**Specification**	**Liquidated Damages**
		leadership team (i.e. the team determines it is acceptable to begin UAT notwithstanding that they are pending resolution and retest). Deferred Deficiencies must have an expected date for them to enter UAT and UAT schedule is able to accommodate the deferred Deficiencies. By agreement, work arounds may need to be formulated and tested for Deficiencies that will not be or are at risk of not being ready for UAT.	
UAT Pass Rate	For each planned RIBridges application software Release (SLA does not apply to hotfixes), Contractor will deliver code to UAT that results in a UAT Deficiency detection rate below the threshold specified as the Specification in this SLA.	• For Severity 1 Deficiencies, the UAT Deficiency detection rate during UAT shall not exceed 1 for patch Releases and 3 for major Releases. • For Severity 2 and 3 Deficiencies, the UAT Deficiency detection rate during UAT shall not exceed: For patch Releases, 2% of the total UAT test cases (UAT and UAT Regression) in the applicable Release, and for major Releases, 4% of the total UAT test cases (UAT and UAT Regression) in the applicable Release, as calculated as described below. • The Deficiency	$1,500 per Severity 1 UAT Deficiency detection rate exceeding the target Deficiency detection rate. $750 per Severity 2 or 3 UAT Deficiency detection rate exceeding the target Deficiency detection rate. Contractor will earn back any assessed liquidated damages for UAT Pass Rate pursuant to this SLA as follows: For patch Release Deficiencies, if the SLA is met for two (2) immediately subsequent patch Releases after the Release that resulted in the unmet SLA; and for major Releases, if the SLA is met for the immediately subsequent major Release after the Release that resulted in the unmet SLA.

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Category	**SLA**	**Specification**	**Liquidated Damages**
		detection rate will be calculated as (Total UAT Deficiencies) / Total UAT test cases.	
		• For purposes of this SLA, UAT Deficiencies are defined as those Deficiencies identified in JIRA as having a cause of coding issue, environment issue or code merge issue (i.e. being introduced as a part of the applicable Release, and not data issues, specification issues, or existing production issues identified during the UAT phase) and that do not arise from those circumstances set forth in Section 18.3 of the Agreement.	
		• For purposes of the calculation, the number of total UAT test cases (UAT and UAT Regression) shall in no event be less than: For patch Releases, the lesser of (i) 100 or (ii) the number equal to 50% of the number of total SIT test cases, and for major Releases, the lesser of (i) 1,000 or (ii) the number equal to 50% of the number of total SIT test cases.	

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