

EXHIBIT E: SERVICE LEVEL AGREEMENT

SERVICE LEVEL AGREEMENTS (SLA)

1. Service Level Agreement for Performance Management

HDIS Performance Management SLA	
Title	Description
Name	HDIS Performance Management
SLAs	1. 90% of the dashboard pages are loaded completely in less than five (5) seconds, 24 hours a day, and 7 days a week. 2. 90% of the HDIS queries are completed in less than sixty (60) seconds.
Measurement Process	Measurement will be performed using the web log analysis tool that is native to Snowflake and Tableau. This functionality allows for parsing the server log files from a web server, System Response Time SLA 1: For Tableau, the web log analysis will be used to determine the page load speeds for all web pages of the HDIS application and verify if 90% of the pages are loaded in less than five(5) seconds. System Response Time SLA 2: For Snowflake, the web log analysis will be used to evaluate the query execution of HDIS queries to be completed in less than 60 seconds for medium to complex SQL.
Liquidated Damages	System Response Time for SLA 1 and SLA 2: The State will evaluate the Contractor's performance on a monthly basis. For each month in which the Contractor fails to meet the required SLA, the State may assess Liquidated Damages in the form of price credits. Price credits shall be applied as deductions against future invoice(s) until fully satisfied. For purposes of Liquidated Damages, the State shall count and assess failures on a monthly basis. At the beginning of each month, the Failure count resets. Cal ICH will calculate the Liquidated Damages amount by applying the percentage listed in the table below to the annual Maintenance and Operations (M&O) and Product Cost of the Contract. The annual amount is defined as the twelve (12)-month period beginning on the Contract Start Date and recurring in successive twelve (12)-month intervals thereafter.

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Measurement Period	Monthly, throughout the duration of the contract												
Reporting	The Contractor shall provide a Monthly System Performance Report and an immediate report should any of the SLA's are not met.												

2. Service Level Agreement for Availability Management

HDIS Availability Management SLA	
Title	Description
Name	HDIS Availability Management: Production Environment
SLA	The HDIS must be available 99.00%, 24 hours a day, 7 days a week except scheduled downtime.
Measurement Process	The Contractor shall be responsible for meeting the HDIS Availability SLA. The HDIS Availability SLA shall be calculated as follows: • $(100 * \text{Data Element A}) / (\text{Data Element B})$ • Definitions: 1. Data Element A = (Month Minutes) – (Contractor-Scheduled Downtime Minutes) – (Downtime Minutes Not Attributable to the Contractor) – (Unscheduled Downtime Minutes Attributable to the Contractor) 2. Data Element B = (Month Minutes) – (Contractor-Scheduled Scheduled Downtime Minutes) – (Downtime Minutes Not Attributable to the Contractor) 3. Month Minutes: The number of minutes within the reporting period. 4. Contractor-Scheduled Downtime Minutes = The number of minutes of

Title	Description												
	Contractor-scheduled, State-approved downtime during the reporting period. All planned maintenance Downtime and requests for HDIS System Downtime shall be made to the State in advance and approved by the State. 5. Downtime Minutes Not Attributable to the Contractor = The number of minutes of downtime during the reporting period that is not attributable to or caused by the Contractor (e.g., State-directed downtime, interruption of services due to State connectivity issues, etc.)). 6. Unscheduled Downtime Minutes Attributable to the Contractor = The number of minutes of unscheduled, non-State-directed downtime as defined by the duration of all Priority Level 1 and Priority Level 2 incidents that are caused by the Contractor that impact the system during the reporting period.												
Liquidated Damages	The State will evaluate the Contractor's performance on a monthly basis. For each month in which the Contractor fails to meet the required SLA, the State may assess Liquidated Damages in the form of price credits. Price credits shall be applied as deductions against future invoice(s) until fully satisfied. For purposes of Liquidated Damages, the State shall count and assess failures on a monthly basis. At the beginning of each month, the Failure count resets. Cal ICH will calculate the Liquidated Damages amount by applying the percentage listed in the table below to the annual Maintenance and Operations (M&O) and Product Cost of the Contract. The annual amount is defined as the twelve (12)-month period beginning on the Contract Start Date and recurring in successive twelve (12)-month intervals thereafter. <table data-bbox="551 1433 1499 1889"> <tr> <th data-bbox="551 1433 937 1506">FAILURE TO MEET SLA</th><th data-bbox="937 1433 1499 1506">LIQUIDATED DAMAGES AMOUNT</th></tr> <tr> <td data-bbox="551 1506 937 1579">First Failure</td><td data-bbox="937 1506 1499 1579">Meeting to discuss, no LDs assessed</td></tr> <tr> <td data-bbox="551 1579 937 1654">Second Failure</td><td data-bbox="937 1579 1499 1654">0.020% Price credit</td></tr> <tr> <td data-bbox="551 1654 937 1729">Third Failure</td><td data-bbox="937 1654 1499 1729">0.040% Price credit</td></tr> <tr> <td data-bbox="551 1729 937 1804">Fourth Failure</td><td data-bbox="937 1729 1499 1804">0.060% Price credit</td></tr> <tr> <td data-bbox="551 1804 937 1880">Greater than four failures</td><td data-bbox="937 1804 1499 1880">0.080% Price credit</td></tr> </table>	FAILURE TO MEET SLA	LIQUIDATED DAMAGES AMOUNT	First Failure	Meeting to discuss, no LDs assessed	Second Failure	0.020% Price credit	Third Failure	0.040% Price credit	Fourth Failure	0.060% Price credit	Greater than four failures	0.080% Price credit
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Measurement Period	Monthly, throughout the duration of the contract.												

Title	Description
Reporting	Any Unscheduled Downtime Minutes Attributable to the Contractor must be reported to the State within thirty (30) minutes of occurrence and documented and explained in writing to the State within forty-eight (48) hours. The Contractor shall report all occurrences and duration of each such Downtime, on the fifth day of the calendar month for the prior calendar month.

3. Service Level Agreement for Security Incident Management

HDIS Security Incident Management: Notification Response Time SLA									
Title	Description								
Name	HDIS Security Incident Management: Notification Response Time								
SLA	Any breach of the HDIS shall be reported to Cal ICH immediately upon discovery.								
Measurement Processes	Measurements will be performed from the time the Contractor learned of the incident to when Cal ICH received written notification.								
Liquidated Damages	The State will evaluate the Contractor's performance on a monthly basis. For each month in which the Contractor fails to meet the required SLA, the State may assess Liquidated Damages in the form of price credits. Price credits shall be applied as deductions against future invoice(s) until fully satisfied. For purposes of Liquidated Damages, the State shall count and assess failures on a monthly basis. At the beginning of each month, the Failure count resets. Cal ICH will calculate the Liquidated Damages amount by applying the percentage listed in the table below to the annual Maintenance and Operations (M&O) and Product Cost of the Contract. The annual amount is defined as the twelve (12)-month period beginning on the Contract Start Date and recurring in successive twelve (12)-month intervals thereafter. <table border="1"> <thead> <tr> <th>FAILURE TO MEET SLA</th><th>LIQUIDATED DAMAGES AMOUNT</th></tr> </thead> <tbody> <tr> <td>First Failure</td><td>0.15% Price credit</td></tr> <tr> <td>Second Failure</td><td>0.25% Price credit</td></tr> <tr> <td>Third Failure</td><td>0.35% Price credit</td></tr> </tbody> </table>	FAILURE TO MEET SLA	LIQUIDATED DAMAGES AMOUNT	First Failure	0.15% Price credit	Second Failure	0.25% Price credit	Third Failure	0.35% Price credit
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Measurement Period	Per Incident						
Reporting	Any breach of the HDIS shall be reported to Cal ICH immediately upon discovery. Within 24 hours of the discovery of the breach, Cal ICH shall be provided with details related to the breach, including the specific data accessed, whether the data was encrypted or unencrypted, whether it included personal identifying information (e.g. name, date of birth, social security number), and the approximate date range, to the greatest degree of confidence possible, that the breached data was accessed and all other required notice information contained in Civil Code section 1798.29(d).						

HDIS Security Incident Management: Resolution Response Time SLA

Title	Description						
Name	HDIS Security Incident Management: Resolution Response Time						
SLA	When determining the resolution timeframe criteria, it shall be defined by the most sensitive data included in the breach. <table> <tr> <th>CATEGORY</th><th>RESOLUTION TIMEFRAME CRITERIA</th></tr> <tr> <td>Data Breach Involving PII (Personal Identifying Information)</td><td>Not more than 1 hour from the discovery</td></tr> <tr> <td>Data Breach Involving All Other Data Types</td><td>Not more than 12 hours from the discovery</td></tr> </table>	CATEGORY	RESOLUTION TIMEFRAME CRITERIA	Data Breach Involving PII (Personal Identifying Information)	Not more than 1 hour from the discovery	Data Breach Involving All Other Data Types	Not more than 12 hours from the discovery
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Data Breach Involving PII (Personal Identifying Information)	Not more than 1 hour from the discovery						
Data Breach Involving All Other Data Types	Not more than 12 hours from the discovery						
Measurement Processes	If the actual resolution response time is greater than the SLA for the resolution timeframe criteria, the SLA is not met.						
Liquidated Damages	The State will evaluate the Contractor's performance on a monthly basis. For each month in which the Contractor fails to meet the required SLA, the State						

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Measurement Period	Per Incident												
Reporting	Any breach of the HDIS shall be reported to Cal ICH immediately upon discovery. Updates to the mitigation of an ongoing incident shall require hourly updates to Cal ICH until the incident is resolved. Cal ICH requires the contractor to report any breach within 24 hours and to prepare a report that contains the required notice information in California Civil Code section 1798.29(d).												

4. Service Level Agreement for Incident Management

Title	Description
Name	HDIS Incident Management
Priority Definition	1. Priority 1 (Critical Impact-Service Unusable in Production) – business impact is critical, and no workaround is available. Examples of Priority 1 incidents include,

Title	Description
	but are not limited to, the following: the application or infrastructure is unusable in production, having a significant rate of user-facing errors. 2. Priority 2 (High Impact – Service Use Severely Impaired) – the infrastructure is degraded in production, having a noticeable rate of user-facing errors. A workaround to mitigate the critical business impact is available. 3. Priority 3 (Medium Impact – Service Use Partially Impaired) – the issue is limited in scope and/or severity. The issue has no user-visible impact. Business impact is low (i.e. inconvenience or minor business processes affected). 4. Priority 4 (Low Impact – Service Fully Usable) – little to no business or technical impact. Suitable for consultative tickets where in-depth analysis, troubleshooting or consultancy are preferred to more frequent communications.
SLA	1. Priority 1 incidents shall have an initial response time of one hour. The Contractor shall then continuously work on the resolution 24 hours a day, 7 days a week until complete resolution of the system issue or agreement from the Department to lower the priority to Priority 3 or 4. 2. Priority 2 incidents shall have an initial response time of four hours. The Contractor shall then continuously work during normal business hours(8:00 AM to 5:00 PM Pacific Standard Time) on resolution until complete resolution of the system issue or agreement from the Department to lower the priority to Priority 3 or 4. 3. Priority 3 incidents shall have an initial response time of 24 hours. The Contractor shall then work on the resolution during normal business hours until resolution. 4. Priority 4 incidents shall have an initial response time of 48 hours. The Contractor shall then work on the resolution during normal business hours until resolution. The Contractors' incident or ticketing system tool of record shall serve as the system of record for the purposes of enforcing the durations identified. Resolved = Incident remediation released to production and the incident has not re-occurred.
Measurement Process	If a production system incident resolution time is greater than the SLA for the incident priority, the SLA for that incident is not met.
Liquidated Damages	The State will evaluate the Contractor's performance on a monthly basis. For each month in which the Contractor fails to meet the required SLA, the State may assess Liquidated Damages in the form of price credits. Price credits shall be applied as deductions against future invoice(s) until fully satisfied.

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Measurement Period	Per Priority 1, 2, 3, or 4 Incident throughout the duration of the contract																								
Reporting	The Contractor shall generate a monthly report from the Contractor's service management tool based on Incident Priority Level, Opened Date, Target and Actual Resolution Dates, Impact to Operations, Mitigation Steps, and Recovery Plan.																								

5. Service Level Agreement for Key Staff Replacement

This section defines the service level agreements for the Agreement. The table below summarizes service levels in the areas of key staff replacement.

Key Staff Replacement	
TITLE	DESCRIPTION
Name	Key Staff Replacement

TITLE	DESCRIPTION
SLA	Key staff must be replaced within the timeframe and the process in accordance with SECTION 17. KEY STAFF CHANGES .
Measurement Process	The start date of the measurement begins with the date the Contractor provided notification plus the number of days as defined in SECTION 17. KEY STAFF CHANGES . Key staff positions shall not be filled with state employees to fulfill the roles and responsibilities of the position in a temporary capacity and/or maintain responsibility for a Contractor's key staff position.
Liquidated Damages	For each State business day, over the number of days required to replace key staff, as defined in SECTION 17. KEY STAFF CHANGES . The State may assess liquidated damages in the amount of the key Staff hourly rate defined in the SECTION 1. COST WORKBOOK multiplied by eight (8) hours per business day until an approved key staff replacement starts.
Measured Period	Daily, for each key staff position that has not been filled within the number of days required.
Reporting	The State shall report delays to key staff fulfillment to the Contractor's Project Manager.