

6113 Z1

Attachment B – Performance Guarantees

Meas. #	Implementation Task Performance Standards	Performance Area	Damages to be Assessed
1	Contractor shall thoroughly test the EVV Solution and demonstrate proof of successful testing for 100% of the specifications and configuration updates presented in the contract in accordance with testing schedule presented in the DHHS-approved Project Management Plan. Critical and high defects must be corrected before go-live. Other defects will be reviewed by Contractor and DHHS and remediation approach will be agreed to.	Testing	\$1,250 per calendar day in damages may be assessed for failure to test as specified.
2	Updated training and communication materials shall be received by DHHS for review and approval fifteen (15) state business days prior to a scheduled training or communication event. Changes to previous version must be identified for ease of review of the changes.	Training and Communication	\$500 per state business day, per occurrence of failure to produce materials.
3	Solution shall have SIT environment available 90 days prior to UAT availability to facilitate interface testing with DHHS. Solution shall have UAT environment available 15 days before UAT scheduled start date. Solution shall have production environment available for production to facilitate EVV Solution operations no less than fifteen (15) state business days prior to the scheduled EVV Solution go-live date as approved by DHHS. SIT and UAT environments shall be available at least 99% of the time during state business days and core working hours (6am CT to 7pm CT) with access on weekends and holidays as mutually agreed in advance by the parties.	EVV Solution Environments	\$500 per state business day, per environment, until required environments are available as per the performance standard.
Meas. #	Operations and Maintenance Task Performance Standards	Performance Area	Damages to be Assessed
4	Contractor shall implement EVV Solution capabilities and services by mutually agreed project implementation dates.	Schedule	\$2,000 per calendar day, until completed, in damages may be assessed for failure to implement on agreed dates.
5	Contractor shall provide a written report and an initial assessment to DHHS within twenty-four (24) hours following the identification of any security incident 100% of the time. The report shall detail the incident, initial assessment, including type of incident, the current status, and any potential impact(s).	Security	\$1,250 per calendar day, per report in damages may be assessed for failure to produce reports and notification.

	Detail must include time of original incident, time of discovery of incident, and time reported to DHHS.		
6	Contractor shall provide accurate and verifiable monthly performance reports to DHHS demonstrating real-time capture of mandated data elements required to verify a visit. The monthly performance report format shall be defined by DHHS. Performance reports shall be provided to DHHS within five (5) business days of the end of the reporting period, and at least five (5) state business days prior to monthly review meeting.	EVV Data Capture	\$200 per state business day, per report, in damages may be assessed for failure to produce reports.
Meas. #	Operations and Maintenance Task Performance Standards	Performance Area	Performance Area
7	Solution application functionality shall be available to end users and integration partners 99.5% of the time, 24 hours a day, seven days a week, excluding DHHS-approved planned downtime. This will be calculated and reported weekly to DHHS and calculated and rolled up to monthly availability for service level delivery tracking and reporting.	Customer Care	\$250 per hour of system unavailable time over the required uptime in damages may be assessed for failure to comply with this performance standard.
8	Scheduled EVV Solution downtime notification reminders shall be communicated to all EVV Solution users forty-eight (48) hours prior to the scheduled downtime.	System Downtime	\$1,250 per event in damages may be assessed for failure to notify for every scheduled downtime event.
9	Immediate notification shall be communicated to all EVV Solution users when unscheduled system downtime occurs. Notification shall be distributed within an hour of discovery of the event, and a flash on the web application and mobile application will be posted at the time the notification is sent.	System Downtime	\$1,250 per event in damages may be assessed for failure to notify for every unscheduled system downtime.
10	Contractor shall ensure availability of accurate data for reporting as follows: A. Current data must be available for ad hoc or scheduled reporting by authorized users 24 hours per day; B. Requests for ad hoc reports shall be fulfilled and available to the end user within forty-eight (48) hours of request submission; and C. Reports generated on occurrence (event based) shall be available within twenty-four (24) hours of the occurrence.	Reports	\$500 per calendar day, per report in damages may be assessed for failure to produce reports.

11	Contractor shall provide technical support by phone and online every calendar day (7 days per week during the hours of 8 a.m. to 6 p.m. CT), for all stakeholders through the first ninety (90) days of the Operations following the final implementation Phase in accordance with the DHHS-approved EVV Solution Customer Support Plan. Contractor must also provide callback support for callers who select that option.	Customer Care	\$375 per hour may be assessed for failure to provide technical support as specified.
12	Contractor shall provide technical support by phone and online in accordance with DHHS's regular business hours (including 8 a.m. to 6 p.m. CT) for the duration of the contract beginning on the ninety-first (91 st) day of the Operations Phase. Support shall be provided in accordance with the DHHS approved EVV Solution Customer Support Plan. Off hours email support must be provided. Telephone support for providers and caregivers must be provided twenty-four (24) hours a day, every calendar day, with a callback option which callers can select.	Customer Care	\$375 per hour may be assessed for failure to provide technical support as specified.
13	Customer Support services staffing levels shall be maintained so that no more than ten percent (10%) of the calls placed into the queue remain on hold for more than five (5) minutes, and so that the abandon rate is no greater than five percent (5%). This will be reported weekly, but the SLA shall be calculated monthly.	Customer Care	\$375 per calendar day may be assessed for failure to provide customer care support as specified.
14	Customer Support shall respond to all received telephone and email contacts within two (2) working days of receipt of the inquiry for 99.99% of the inquiries. This SLA shall be calculated monthly.	Customer Care	1% of the Monthly Operational Invoice may be assessed as penalties for failure to comply as specified.
Meas. #	Operations and Maintenance Task Performance Standards	Performance Area	Damages to be Assessed
15	Respond to all DHHS inquiries within two (2) state business days.	Customer Care	\$375 per state business day may be assessed for failure to comply as specified.
16	Updated training and communication materials shall be submitted to DHHS for review and approval fifteen (15) state business days prior to a scheduled training or communication event. Changes to previous version must be identified for ease of review of the changes.	Training and Outreach	\$1,250 per state business day may be assessed for failure to comply as specified.
17	EVV Solution shall have at least ten (10) years of reporting available online to DHHS. In years one (1) through ten (10) all data will be	Report Data	\$500 per state business day in damages may be assessed for failure to comply as specified.

	accumulated until ten (10) years' data is available.		
18	<p>The Contractor solution shall provide response times within two (2) seconds 95% of the time and within eight (8) seconds 99% of the time.</p> <p>Response time monitoring shall include all discrete transactions for each user request and associated contractor system response during all uptime hours.</p> <p>Each discrete transaction shall be monitored and captured such that reporting can provide aggregated reporting of the entire transaction population, a variety of subset populations with drill down to individual discrete transactions.</p> <p>Contractor shall only have responsibility to monitor transaction response from the contractor solution incoming endpoint to the contractor solution outgoing endpoint.</p> <p>Response time reporting shall be provided at least weekly.</p> <p>Calendar week is defined as each week of the year, all day (24 hours), every day of the week, Sunday through Saturday.</p>	Production Online System User Responsiveness	\$2,500 per calendar week the contractor system does not minimally comply.
19	<p><u>Definition</u> This is a measure of operational readiness to an incident. The incident can be a security incident, system availability incident, data quality incident or user reported incident. An incident Response to an event is reported to the service desk or detected by a service provider.</p> <p>The Solution will measure the following</p> <ul style="list-style-type: none"> Initial Response Time: This is the timeliness of acknowledging the initial reported incident and registering it in the incident response system. Update Frequency: This is the minimum frequency of communicating updates to a defined set of state stakeholders for the incident resolution progress. Resolution Time: This is the maximum time to resolve a specific incident. The resolution is an acceptance of the 	Incident Response	\$2,500 per calendar week the contractor does not minimally comply.

implemented fix by the State stakeholders.

The Solution will measure and report against the following thresholds for service incident response times

Severity Level	Initial Response Time	Update Frequency	Resolution Time
Severity 1	99.5% ≤15 minutes	Every 15 minutes	99.5% ≤ 1 hour
Severity 2	99.5% ≤15 minutes	Every 30 minutes	99.0% ≤ 4 hours
Severity 3	99.5% ≤15 minutes	Every 4 hours	99% ≤ 5 days
Severity 4	99.5% ≤15 minutes	Every day	100% ≤ 10 days

Must be measured and reported weekly.

Calculation

The solution will report monthly the incident resolution and response times.

Additional Notes

The incident response process defines the standard operating procedures for reporting, classifying, managing and resolving incidents. The initial classification of the incident shall be done by the entity reporting the incident.