RFP 2022-0600-5055: Service-Level Agreements (SLAs)

Each SLA contained herein establishes the performance standards expected by the State in a particular area and implications of meeting versus failing to meet the SLAs, as applicable. The offeror should consistently meet or exceed performance specifications classified as SLAs between the offeror and the State.

SLAs and associated Key Performance Indicators (KPIs) may be added or adjusted by mutual agreement during the term of the contract to align with changes in Health Information Exchange (HIE) services. The State will work with the offeror to return to the required service levels when SLAs are impacted due to circumstances beyond the control of the offeror. The offeror should deduct any amount due because of Fee at Risk, retainage, and service credits from future payments. The State reserves the right to seek any other remedies under the contract.

Table 1 contains the SLAs found in this appendix.

Table 1. SLAs

ID	SLA Name	Phase
SLA-001	Deliverable Service Level	Operations
SLA-002	Solution Availability	Operations
SLA-003	Solution Performance	Operations
SLA-004	Operations Issue Management	Operations
SLA-005	Disaster Recovery and Business Continuity	Operations
SLA-006	Database Solution Updates	Operations
SLA-007	Data Quality	Operations
SLA-008	Technical Support	Operations
SLA-009	Reporting	Operations
SLA-010	Staffing	Operations
SLA-011	Security and Privacy Incident Notification	Operations
SLA-012	HIE Service Enhancements or Updates	Operations

1. **SLAs and Performance Monitoring**

The KPIs used to define the following service levels are an adjunct to the performance standards. The State has identified the KPIs to be key indicators of the offeror's operational performance. Failure to achieve a KPI may, at the discretion of the State, result in payment reduction; failure to meet any other performance standard defined in the resulting contract is not directly tied to fiscal holdback. The Agency reserves the right to promote any performance metric to the status of KPI.

The following table contains the terms and their definitions specific to the SLAs found in this appendix.

Table 2. SLA Terms and Definitions

Term	Definition
Downtime	The time during which any HIE service is not functioning or available for any reason. There are two types of downtime defined: scheduled downtime and unscheduled downtime.
Scheduled Downtime	Any period an HIE service is unavailable for its intended use. The State will review and approve scheduled downtime in advance of the service interruption. Scheduled downtime that has received approval from the State does not count toward downtime performance standards.
Unscheduled Downtime	Any period an HIE service is unavailable for its intended use wherein the State has not approved the downtime in advance of the service interruption. The offeror should report unscheduled downtime to the State within one hour of occurrence.
Refresh and Maintenance Window	The refresh and maintenance window is defined as the hours the solution supporting the HIE services will be available to the offeror for updates.
Data Refresh	The time reserved for all activities associated with refreshing the data.
System Maintenance	The time available to the offeror to perform system maintenance.
Failover	The secondary environment that needs to be operational and available in the event of a problem with the production environment.
Backup Power Supply	The secondary power supply in the event of a primary power supply failure that should be operational indefinitely until the primary operational site is restored.

2.   Corrective Action

The offeror must submit a written Corrective Action Plan (CAP) to the State for unmet SLAs no later than 10 business days from the date the Agency requests the CAP. The State will consider extensions to the 10-day timeline on a case-by-case basis. The CAP will include, at a minimum:

1. Deficient SLA(s)
2. Full description of the issue
3. Root cause analysis
4. Risks related to the issue
5. The resolution, including any failed solutions implemented prior to resolution
6. Proposed corrective action to avoid missing the SLA in the future

The offeror will implement the proposed corrective action only upon State approval of the CAP.

3.   **SLAs**

The following SLAs cover descriptions, compliance, and calculation information. The State will calculate and apply penalty payments based on the prior month's performance (e.g., January penalties applied to the February invoice).

SLA-001: Deliverables

Description:

The Deliverable Service Level measures the submission of the deliverables assigned specific completion dates after contract execution when achieved on time and approved by the State as defined in SEC. 3.08 DELIVERABLES.

The State and the offeror will agree to an Initial Work Plan at the commencement of contract, and the offeror will maintain the Work Plan as agreed to throughout the life of the implementation. The parties may agree to re-baseline the Work Plan throughout the life of the implementation. The offeror should provide deliverables to the State in keeping with agreed levels of completeness, content quality, and content topic coverage, and otherwise achieve the agreed purpose of the deliverable between the State and the offeror in accordance with the Contract. The offeror should complete all deliverables within their corresponding delivery dates identified in SEC. 3.08 DELIVERABLES and the Work Plan. This service level will commence upon initiation and will prevail throughout the contract.

Compliance and Calculation:

The State will leverage a Performance and Fee at Risk SLA model for SLA-001. The offeror hereby agrees that five to ten percent, or 5% – 10%, of each deliverable payment will be at risk ("Fee at Risk") for SLA deficiencies. The Fee at Risk will be calculated as follows:

1.   5% of payment for each deliverable = Total Fee at Risk per deliverable payment.

   o   The State expects compliance with each delivery date to be no more than the seven calendar days following the due date of the deliverable.

2.   10% of payment for each deliverable = Total Fee at Risk per deliverable payment.

   o   The State expects compliance with each delivery date to be no more than 14 calendar days following the due date of the deliverable.

3.   The State will not release deliverable payments until the deliverable is complete and approved, unless specified otherwise for ongoing deliverables.

SLA-002: Solution Availability

Description

The HIE Service Solution Availability Service Level is defined as the percentage of possible uptime in a month that the solution is available to authorized users or to perform in a backup capacity, including all weekends and holidays. Negotiated downtime for system maintenance during off-peak hours is not included in the calculation of solution availability.

Compliance and Calculation:

Up to 5% of the monthly operating fee, as follows:

SLA-002: Solution Availability

- Any 2 of 10 not met: 1%
- Any 3 of 10 not met: 2%
- Any 4 of 10 not met: 3%
- Any 5 of 10 not met: 4%
- More than 5 not met: 5%

Performance Standards

1. Authorized HIE service user access shall be available at least 99.99% of the time 365 days per year, 24 hours per day, 7 days per week, not including planned maintenance and/or outages.

2. The production environment and network connectivity shall be accessible 99.99% of the time except for scheduled downtime.

3. Testing and training environments are allowed 10% of time for maintenance and upgrades.

4. Training environment downtime for all solution components is to be 10% or less during the monthly reporting period.

5. The refresh and maintenance window will be on weekends and holidays to avoid heavy portal usage during the week.

6. Failover availability will be 24 hours per day, 7 days per week and documented in technical specification how cloud-based services are configured and will be used for this requirement, including active restore of data.

KPIs – Reporting

By the 10th of each month, the offeror is to report on these KPIs as follows:

1. The previous month's availability to include:

    - Daily accounting of downtime minutes during the scheduled availability period
    - A total accounting of downtime minutes per month during the scheduled availability period
    - Percentage of downtime as measured against KPI metrics
    - Production normal business downtime
    - Production other downtime
    - Failover downtime
    - Offeror network connectivity downtime
    - Test environment downtime
    - Training environment downtime
    - Refresh and maintenance activities outside KPI designated time
    - Failover downtime

2. CAP if the KPI metric is not achieved

SLA-003: Solution Performance

Description

The HIE Service Solution Performance Service Level is defined as the response time for all solution components and user interactions initiated by authorized solution users.

SLA-003: Solution Performance

Compliance and Calculation

Up to 3% of the monthly administrative fee may be deducted for failure to achieve the Solution Performance KPI metrics.

Performance Standards

The offeror should ensure system performance meets the following performance standards:

1. Incoming health information data shall be uploaded accurately 99.99% of the time in the production environment within 15 minutes of receipt into the production environment, 24 hours per day, 7 days per week, except for scheduled downtime.
2. Workflows shall be performing accurately 99.99% of the time in the production environment, 24 hours per day, 7 days per week, except for scheduled downtime.
3. Rules shall be applied accurately 99.99% of the time in the production environment, 24 hours per day, 7 days per week, except for scheduled downtime.
4. Communications to system users shall be performing accurately 99.99% of the time in the production environment, 24 hours per day, 7 days per week, except for scheduled downtime.
5. The user interface shall be performing 99.99% of the time in the production environment, 4 most highly used browsers in the U.S., 24 hours per day, 7 days per week, except for scheduled downtime.
6. Solution performance is tracked using seconds as the unit of measure.

KPIs – Reporting

By the 10th of each month, the offeror is to report the following on this KPI:

1. The previous month's performance, to include:
   - System usage
   - Solution responsiveness as measured against the KPI metrics
2. CAP if the KPI metric is not achieved

SLA-004: Operations Issue Management

Description

Operations Issue Management Service Level is defined as the approach, policies, and procedures used by the offeror to manage issues with the HIE services as they occur. The following definitions describe the levels of issues included in the performance standards.

Critical: System failure and no further processing is possible, confidentiality or privacy is breached, or healthcare data are lost.

High: Unable to proceed with selected function or dependents, user-facing service is down for a subset of users, or core functionality is significantly impacted.

Medium: Restricted function capability, a minor inconvenience to customers with an available work-around, or usable performance degradation; however, processing can continue.

Low: Minor cosmetic change needed.

Compliance and Calculation

Up to 2% of the monthly operating fee, as follows:

1. Any one of six not met 1%
2. Any two of six not met 2%

Performance Standards

1. 99% of issues are solved within the established time frames.
2. The State is notified of 100% of issues within the established time frames.
3. Issues identified as critical will be acknowledged within 15 minutes, with a response time of one hour, a resolution time within four hours, and status reported to the State at a minimum of hourly.
4. Issues identified as high will be acknowledged within 15 minutes, with a response time of 90 minutes, a resolution time within 24 hours, and status reported to the State every two hours.
5. Issues identified as medium will be acknowledged within one hour, with a response time of one calendar day, a resolution time within five calendar days, and status reported to the State weekly.
6. Issues identified as low will be acknowledged within eight hours, with a response time of 7 calendar days, a resolution time within 14 calendar days, and status reported to the State weekly.

Report monthly as described below.

KPIs – Reporting

By the 10th of each month, the offeror is to report on these KPIs as follows:

1. The previous month's performance, to include:

   - Issue resolution as measured against the KPI metric
   - Notification response as measured against the KPI metric

2. Issue report for previous month's critical and high level issues to include:

   - Affected area of the solution
   - Date of report
   - Date of issue
   - Reference number
   - Issue start time
   - Issue end time
   - Issue type
   - Impact severity
   - Detailed description of the issue
   - Description of the immediate resolution
   - Description of the permanent resolution
   - Party responsible for the resolution

3. CAP if the KPI metric is not achieved

SLA-005: Disaster Recovery and Business Continuity

Description

The Disaster Recovery and Business Continuity Service Level is defined as the planning and preparation of the offeror to make sure it overcomes serious incidents or disasters and resumes its normal operations within a reasonably short period. The offeror is to provide a Disaster Recovery and Business Continuity Plan that establishes continuity measures and recovery times from system failures including failover, timelines, and locations. Recovery times should not only address data loss and the time required to restore the database, but should also consider data collection, data staging, and "catch-up" processing times.

Compliance and Calculation

Up to 2% of the monthly operating fee, as follows:

- Any one of four not met 1%
- Any two of four not met 2%

Performance Standards

1. In the event of a production environment failure, the offeror should switch operations from the production environment to the failover environment within one hour.
2. In the event of a solution/system failure, all systems should be restored and operational within two hours.
3. In the event of a power outage, the offeror should switch to a backup power source that is operational until power is restored.
4. Restore any data set or transaction log from the backup medium within two hours of the notification that a restoration is needed.

KPIs – Reporting

By the 10th of each month, the offeror is to report on these KPIs as follows:

1. The previous month's performance, to include
   - Report of any system outages, State notification time, and resolution time
   - Report of any system failures, State notification time, and resolution time
   - Report of any disaster events, State notification time, and resolution time
2. CAP if the KPI metric is not achieved

SLA 006: Database Solution Updates

Description

Database Solution Updates are defined as the activities necessary to maintain current and accurate data as required to provide the HIE services outlined in the RFP.

Compliance and Calculation

Up to 5% of the monthly invoice of Maintenance and Operations, as follows:

- Any one of seven not met: 1%
- Any two of seven not met: 2%
- Any three of seven not met: 3%

SLA 006: Database Solution Updates

- Any four of seven not met: 4%
- Any five or more of seven not met: 5%

Performance Standards

1. Error Resolution Turnaround Time: Resolve database errors reported by users within one business day of error detection.
2. Daily Backups: Complete daily backups before the start of business based on the solution availability defined in SLA 001.
3. Weekly Backups: Complete weekly backups before the first workday of the week following the week to be backed up.
4. Monthly Backups: Complete monthly backups before the second day of the month following the month to be backed up.
5. Data from interfaces with external and internal data sources are made available within one hour of receiving data.
6. All data fixes should be implemented within 24 hours, unless otherwise specified by the State.
7. Data refreshes should be completed within two business days.

KPIs – Reporting

By the 10th of each month, the offeror is to report on these KPIs as follows:

1. Error resolution turnaround time report
2. Backup time report
   - Daily
   - Weekly
   - Monthly
3. Interface Report
   - Imports
   - Exports
4. Data Refresh Report
5. CAP if the KPI metric is not achieved

SLA 007: Data Quality

Description

Data Quality Service Level is defined as the overall utility of the dataset(s) as a function of the ability of its qualitative and quantitative variables to be easily and accurately processed and analyzed.

Quality of the data provided in the HIE services is validated and reconciled from all data sources against pre-defined quality control criteria for individual values as defined in the ***Data Services and Technical Connectivity Execution Plan*** deliverable.

Data Defect is a data element that does not conform to business and data validation rules as prescribed in the HIE.

SLA 007: Data Quality

Compliance and Calculation

Up to 5% of the monthly operating fee, as follows:
- Any one of four not met: 2%
- Any two of four not met: 5%

Performance Standards

1. The HIE data are reconciled 100% to pre-determined data standards. Any and all discrepancies are resolved within one calendar day of the receipt of the data and users are notified of the discrepancies within one hour of the time the discrepancies are identified.
2. The data submitting organization and the State are notified of data quality defects within 24 hours of discovery.
3. Corrections to the data are applied within 24 hours of receipt of instruction from data submitting organization.
4. The State is notified of the corrections to the data within 48 hours of the correction.

KPIs – Reporting

By the 10th of each month, the offeror is to report on these KPIs as follows:

1. A monthly data reconciliation report.
2. Identified data discrepancies, the time period for resolving those discrepancies, and an accounting of any discrepancies not resolved within ten calendar days of the State notification of data quality defects.
3. The time period for notifying the data submitting organization and the State of identified data quality defects, and an accounting of any instances when notification did not occur within 24 hours.
4. An accounting of the corrections applied to the database, the time period for applying those corrections, and an explanation of any instances when those corrections were not applied within 24 hours of receipt of instruction the submitting organization.
5. CAP if the KPI metrics are not achieved

SLA 008: Technical Support

Description

The Technical Support Service Level is defined as the technical support provided by the offeror to authorized HIE participants who report a technical problem and/or require assistance utilizing the HIE services.

Compliance and Calculation

The payment reduction percentage for the performance standards tied to this SLA is not cumulative. There are separate damages for each performance standard as defined below:

- 1% of the monthly invoice of Maintenance and Operations

Performance Standards

SLA 008: Technical Support

1. Provide technical support 365 days per year, 24 hours per day, 7 days per week via email or toll-free phone number.
2. Return at least 95% of all support calls within 30 minutes.
3. Respond to at least 95% of emailed correspondence tied to user technical support within two hours of receipt.

KPIs – Reporting

By the 10th of each month, the offeror is to report on these KPIs as follows:

1. Provide report with the number of service requests, method of service request, response time, and resolution time
2. CAP if the KPI metric is not achieved

SLA 009: Reporting

Description

The Reporting Service Level is defined as the processes, activities, and deliverables associated with regular reporting from the HIE.

Compliance and Calculation

The payment reduction percentage for the performance standards tied to this SLA is not cumulative. There are separate damages for each performance standard as defined below:

- 1% of the monthly invoice of Maintenance and Operations

Performance Standards

The offeror is to ensure reporting meets the following performance standards:

1. Daily Reports Availability Schedule: Should be accessible to users by 7:00 a.m. Alaska Standard Time (AKST) the next State business day.
2. Weekly Reports Availability Schedule: Should be accessible to users by 7:00 a.m. AKST the next State business day after the scheduled run.
3. Monthly Reports Availability Schedule: Should be accessible to users by 7:00 a.m. AKST the next State business day following the end of the month (as agreed to by the State and the offeror).
4. Quarterly Reports Availability Schedule: Should be accessible to users by 7:00 a.m. AKST the next State business day following the end of the quarter.
5. Annual Reports Availability Schedule: Should be accessible to users by 7:00 a.m. AKST the next State business day following end of the year (federal fiscal, State fiscal, and other annual cycles).
6. Federal and State Reporting and File Production/Distribution Schedule: Produce and submit all required federal and State reports and data files on a schedule defined per regulation and by the State and CMS.

SLA 009: Reporting

KPIs – Reporting

By the 10th of each month, the offeror is to report on these KPIs as follows:

1. Number of reports generated:
   - By authorized solution users
   - By offeror authorized solution users
2. Number of reports exported
3. Number of standard reports generated:
   - Daily
   - Weekly
   - Monthly
   - Quarterly
   - Annually
4. Number of federal and state reports
5. CAP if the KPI metric is not achieved

SLA 010: Staffing

Description:

The Staffing Service Level is defined as the offeror's business and technical resources that will be provided to support the HIE services to be provided as defined in this RFP.

Compliance and Calculation

Up to 5% of the monthly invoice of Maintenance and Operations, as follows:

- Any one of seven not met: 1%
- Any two of seven not met: 2%
- Any three of seven not met: 3%
- Any four of seven not met: 4%
- Any five or more of seven not met: 5%

Performance Standards

1. Key staff should be fully in place prior to providing HIE services.
2. The offeror shall ensure that key staff are available from 8:00 a.m. to 5:00 p.m. AKST every business day of the contract term or as otherwise agreed upon by the State and the offeror.
3. The offeror shall maintain staffing levels within 98% of those levels outlined in the agreed upon Staff Management Plan.
4. The offeror should notify the State of any known key staff vacancy within three business days.
5. The offeror should provide a temporary replacement acceptable to the State within five business days of the vacancy.

SLA 010: Staffing

6. Within 15 business days of the vacancy, the offeror should proffer a full-time replacement to the State for approval. This period can be extended depending on the demonstrated level of effort to recruit a full-time replacement
7. Ensure a permanent replacement is working on the project within 30 business days of the date a key staff position becomes vacant.

KPIs – Reporting

By the 10th of each month, the offeror is to report on these KPIs as follows:

1. Total number of project team/staff
2. Number of key staff
3. Number of full-time designated staff
4. Total number of hours worked on project
5. CAP if the KPI metric is not achieved

SLA 011: Security and Privacy Incident Notification

Description

The Security and Privacy Incident Notification Service Level is defined as the offeror's documented response approach/plan for handling any potential threats to data, data breaches, or privacy incidents as well as taking appropriate action when the source of the intrusion or incident at a third party is traced back to the organization. The offeror should notify the State of any incidents or breaches.

Compliance and Calculation

The offeror should compensate the State for any fines and penalties imposed by regulatory entities.

Performance Standards

1. Immediately report any suspicious activity or other suspected incident to the State
2. Information security officer, privacy officer or designee confirms, quantifies, and categorizes incident within three business days
3. Contain incident as soon as possible
4. Detailed incident report is submitted to the State within one business day of confirming incident
5. Develop incident communication plan
6. Briefing with the State within five (5) business days
7. Remediate and complete full incident report

KPIs – Reporting

By the 10th of each month, the offeror is to report on these KPIs as follows:

1. Provide incident report for incidents occurring in the previous month, with the following:
    -   Affected area of the solution
    -   Date of report
    -   Date of incident

SLA 011: Security and Privacy Incident Notification

- Reference number
- Incident start time
- Incident end time
- Incident type
- Impact severity
- Detailed description of the incident
- Description of the immediate resolution
- Description of the permanent resolution
- Party responsible for the resolution

2. CAP if the KPI metric is not achieved

SLA 012: HIE Service Enhancements

Description:

The HIE Service Enhancements Service Level is defined as the offeror's documented response approach/plan for handling any enhancements to the HIE services. The offeror should notify the State of any HIE Service Enhancements.

Compliance and Calculation

- 1% of the monthly invoice of Maintenance and Operations

Performance Standards

1. Notify the State of planned HIE Service Enhancements including a summary of each enhancement with planned release seven calendar days date prior to beginning development of each enhancement.
2. Notify the State of HIE Service Enhancement testing results in the test environment seven calendar days prior to release to production.
3. Notify and provide release note documentation, user guides, and training materials to HIE participants and the State seven calendar days prior to release.
4. Notify the State of any reported issues with the HIE service enhancements within 48 hours of identification.

KPIs – Reporting

By the 10th of each month, the offeror is to report on these KPIs as follows:

1. Provide HIE Service Enhancement report including activities and materials related to the HIE service Enhancements.
2. CAP if the KPI metric is not achieved.