



***AMENDED, RESTATED AND REVISED LEADER  
REPLACEMENT SYSTEM AGREEMENT***

***Schedule 7 (Performance Requirements) to  
Exhibit X (CalSAWS Maintenance and Operations  
Extension)***

**CalSAWS Consortium,  
a California Joint Powers Authority**

## **1. CalSAWS PERFORMANCE REQUIREMENTS**

The Performance Requirements set forth in this Schedule 7 to Exhibit X are applicable to the CalSAWS System.

Each of the Liquidated Damages set forth in this Schedule 7 to Exhibit X shall apply separately to the performance requirement to which it relates. In the event multiple performance requirements fail due to the same root cause attributable to the CONTRACTOR, the Consortium can choose one applicable performance requirement to apply liquidated damages.

Without in any way affecting ongoing and surviving warranty, liability, and other obligations under this Exhibit X, Performance Requirement #20 Disaster Recovery Response Time and Performance Requirement #21 Local Repair Services are applicable through January 31, 2025, after which date will no longer be in force and effect.

### **1.1 AVAILABLE REMEDIES:**

The assessment of Liquidated Damages as set forth in this Schedule 7 to Exhibit X shall not constitute a waiver or release of any other remedy CONSORTIUM may have under this CalSAWS M&O Extension or otherwise for CONTRACTOR's breach of this CalSAWS M&O Extension, including CONSORTIUM's right to terminate or suspend this CalSAWS M&O Extension, and CONSORTIUM shall be entitled to recover its damages caused by CONTRACTOR's failure to perform its obligations under this CalSAWS M&O Extension.

Notwithstanding CONSORTIUM's right to assess Liquidated Damages, if, pursuant to Paragraph 34 (Termination for Default), CONSORTIUM determines that CONTRACTOR's failure to perform as set forth in this Schedule 7 to Exhibit X constitutes a breach of this CalSAWS M&O Extension and, therefore, CONSORTIUM elects to terminate this CalSAWS M&O Extension pursuant to such Paragraph 34 (Termination for Default), then CONSORTIUM shall be entitled to recover its damages caused by CONTRACTOR's failure to perform its obligations under this CalSAWS M&O Extension.

If CONSORTIUM recovers any actual damages from CONTRACTOR caused by CONTRACTOR's failure to meet a requirement under this Schedule 7 to Exhibit X, then CONTRACTOR shall be entitled to an offset against such damages in the amount of any Liquidated Damages paid to CONSORTIUM for such CONTRACTOR failure to meet such requirement.

### **1.2 UNPAID INVOICES AS SECURITY:**

Unpaid invoices for accepted Work shall comprise performance security for the payment of Liquidated Damages due to CONSORTIUM pursuant to this Schedule 7 to Exhibit X. CONTRACTOR agrees that Liquidated Damages due to CONSORTIUM from CONTRACTOR hereunder may be deducted by CONSORTIUM from any amounts due or to become due to CONTRACTOR under this CalSAWS M&O Extension or otherwise.

### **1.3 PERFORMANCE REQUIREMENT REPORT DEFINITIONS, EXEMPTIONS, and EXCLUSIONS**

1.3.1 CONTRACTOR will not be responsible for liquidated damages as a result of Performance Requirement failures due to faults (such as availability, performance or security) with the Amazon Web Services (“AWS”) or Telecommunication providers (including Cloud Exchange providers). These faults could be caused by AWS, California Department of Technology (“CDT”) or CDTs reseller, JHC Technology, Inc., since they have the means to stop service or breach security. CONTRACTOR will be responsible for responding to the incident and conducting a root cause analysis of the problem. CONTRACTOR will also work with the Consortium to recommend changes to the architecture to increase resiliency for similar future potential failures.

1.3.2 Working Day Definition: Transaction samples within Peak, and Prime, and Off-Prime Usage Hours during the performance reporting periods will include zero transactions for categories of the online response time performance requirements when the overall application usage volume for any day (including Peak, Prime and Off-Prime periods) is below the set threshold. Reporting will be included for Working Day transactions when the threshold is met.

The threshold is evaluated against the average CalSAWS online transaction volumes across the Working Days in the reporting month (excluding weekends and Consortium holiday’s), across the online response time categories. Transaction volumes and response times across the Peak, Prime, Off-Prime performance requirements will be reported for these low-volume Working Days.

1.3.3 Performance Exceptions: Performance will not be calculated for General Performance Requirements and Certain Performance Requirements during: scheduled downtime, Consortium approved extension(s) of scheduled downtime, when anticipated/agreed workload is conflicted (such as approval of executing batch jobs during an online window), telecommunications provider problems or degradation outside of CONTRACTOR’s control, infrastructure outages or unavailability outside of CONTRACTOR’s control, dependent interface partner system unavailability or failure to provide files on schedule, Consortium holiday’s, instances of force majeure as described in the CalSAWS M&O Extension, and other exceptions as approved by the Consortium Executive Director will not be included in the performance requirement calculations. In addition, where actual monthly print and mail volumes exceed their monthly contracted volume in Attachment 1 (Contractor Assumptions) to Schedule 2 (Statement of Work for CalSAWS Design, Development and Implementation (“DD&I”) Project), those months will not be subject to performance requirement measurement. If the above-listed events occur, CONTRACTOR will remove the affected transactions or instances from the measurement calculation. The Performance Requirements do not apply to any ancillary systems, such as Imaging, Contact Center, Lobby Management, GA/GR Services.

1.3.4 Transaction Categorization Exceptions: CalSAWS online transactions that interact with external partners/systems (such as EBT, SCI etc.). Online transactions that require re-design or data profile adjustments to address the performance issues and are pending approval. Processes may be marked under the “exception” category until the approval and implementation of the performance changes. Transactions identified and proposed in the “exception” category will be approved by the Consortium Executive Director.

1.3.5 Force Majeure: Per Section 5.1 of the Performance Management Plan, CalSAWS M&O Services Plan Deliverable, Performance will not be calculated for General Performance Requirements and Certain Performance Requirements during scheduled downtime, Consortium approved extension(s) of scheduled downtime, when anticipated/agreed workload is conflicted (such as approval of executing batch jobs during an online window), telecommunications provider problems or degradation outside of CONTRACTOR's control, infrastructure outages or unavailability outside of CONTRACTOR's control, dependent interface partner system unavailability or failure to provide files on schedule, Consortium holidays, instances of force majeure as described in the CalSAWS M&O Extension, and other exceptions as approved by the Consortium Executive Director will not be included in the performance requirement calculations. In addition, where actual monthly print and mail volumes exceed their monthly contracted volume in Attachment 1 (Contractor Assumptions) to Schedule 2 (Statement of Work for CalSAWS Design, Development and Implementation ("DD&I") Project), those months will not be subject to performance requirement measurement. If the above-listed events occur, CONTRACTOR will remove the affected transactions or instances from the measurement calculation.

#### 1.3.6 Availability Timelines Definitions:

- Daily Peak Usage Hours Availability Times: 9am - 4 pm, Monday - Friday, except for Scheduled System Downtime.
- Daily Prime Business Hours Availability Times: 6am - 9pm, Monday – Sunday except for Scheduled System Downtime.
- Off Prime Business Hours: shall mean 9:01 p.m. to 5:59 a.m., Pacific Time, Monday through Sunday, except for Scheduled System Downtime.
- Project Hours: shall mean 8am - 5pm, Monday – Friday, except for Consortium Holidays and Scheduled System Downtime.
- Service Desk Business Hours: shall mean 8:00 a.m. to 5:00 p.m. Monday through Friday, except for Consortium Holidays and Scheduled System Downtime.

#### 1.3.7 Incident Priority by Impact and Urgency Definitions:

<b>Impact/Urgency</b>	<b>System-Wide</b>	<b>County</b>	<b>Individual</b>
High	1	2	3
Medium	2	3	4
Low	3	4	5

#### 1.3.8 Monthly Help Desk Diagnosis Time Exceptions:

- Scheduled System Downtime
- CalSAWS Holidays

- Time outside the Service Desk Business Hours except for Diagnosis Time of Severity 1 Priority Tickets received during the Service Desk Business Hours
- A Disaster is declared by both the Consortium and CONTRACTOR
- The Consortium-owned or Consortium-licensed ticketing system becomes unavailable to escalate tickets to CONTRACTOR maintained tool

**Performance Requirement #1**  
**Monthly Off Prime Business Hours Availability**

<b>Source</b>	<input type="checkbox"/> AMP <input type="checkbox"/> APMO <input type="checkbox"/> Batch Email <input checked="" type="checkbox"/> ServiceNow
<i>Performance Requirement</i>	The CalSAWS System shall be available ninety-eight percent (98%) of the time during Off Prime Business Hours, as defined in Section 1.3.6, each calendar month.
<i>Effective Date</i>	C-IV Cutover Date
<i>Performance Measures</i>	<p>The percentage of availability shall be determined in accordance with the following formula: <math>\text{Availability \%} = 100 \times ((A - B) / A)</math></p> <p>A = the measurement period which is Off Prime Business Hours for each day in the calendar month expressed in minutes</p> <p>B = the number of the minutes in the measurement period that the CalSAWS production environment, is not available (e.g., simulation or e-Learning functions may be supported from an environment other than production)</p>

**Performance Requirement #2**  
**Monthly Prime Business Hours Availability**  
**of CalSAWS Non-Production Environments**

<b>Source</b>	<input type="checkbox"/> AMP <input type="checkbox"/> APMO <input type="checkbox"/> Batch Email <input checked="" type="checkbox"/> ServiceNow
<i>Performance Requirement</i>	<p>The CalSAWS non-production environments, specifically System Test and UAT, shall be available ninety-eight percent (98%) of the time during Project Hours each calendar month. Any planned downtime during Project Hours for System Test and UAT would require approval from the Technical and Operations Director (or designee). Change Requests for non-production services outside the project hours will receive appropriate notice and be scheduled at appropriate times based on the impact of the change and the impact of delaying the change.</p>
<i>Effective Date:</i>	C-IV Cutover Date
<i>Performance Measures</i>	<p>The percentage of availability shall be determined in accordance with the following formula: <math>\text{Availability \%} = 100 \times ((A - B) / A)</math></p> <p>A = the measurement period which is Project Hours for each day in the calendar month expressed in minutes</p> <p>B = the number of the minutes in the measurement period that any CalSAWS non-production environment was not available (these are unduplicated minutes, if two (2) non-production environments were not available for the same five (5) minutes, then that time period would count as five (5) minutes).</p>

**Performance Requirement #3**  
**Monthly Deficiency Notification Response Time**

<b>Source</b>	<input type="checkbox"/> AMP <input checked="" type="checkbox"/> APMO <input type="checkbox"/> Batch Email <input type="checkbox"/> ServiceNow
<i>Performance Requirement</i>	CONTRACTOR shall, within one (1) hour of discovery, notify CONSORTIUM Executive Director and other CONSORTIUM staff of any Non-Cosmetic High Priority Deficiency that may have an adverse effect on the operation or performance of the CalSAWS System, ninety-nine point five percent (99.5%) of the time each calendar month.
<i>Effective Date</i>	C-IV Cutover Date
<i>Performance Measures</i>	<p>The Monthly Deficiency Notification Response Time percentage shall be determined in accordance with the following formula: Monthly Deficiency Notification Response Time % = <math>100 \times ((A - B) / A)</math></p> <p>A = the number of Non-Cosmetic High Priority Deficiencies discovered in the calendar month</p> <p>B = the number of Non-Cosmetic High Priority Deficiencies discovered in the calendar month where the notification to Consortium Executive Director exceeded one (1) hour</p>
<i>Reporting</i>	At the sole discretion of CONSORTIUM Executive Director, a written report on the Non-Cosmetic High Priority Deficiency, and a corrective action plan may be required to be provided by CONTRACTOR to CONSORTIUM within two (2) working days.

**Performance Requirement #4**  
**Monthly Helpdesk Diagnosis Time**

<b>Source</b>	<input type="checkbox"/> AMP <input type="checkbox"/> APMO <input type="checkbox"/> Batch Email <input checked="" type="checkbox"/> ServiceNow
<i>Performance Requirement</i>	<p>Monthly Helpdesk Diagnosis Time shall be within one of the time periods below, ninety-eight percent (98%) of the time each calendar month:</p> <p>1) Less than or equal to 8 hours for tickets classified System-Wide High or County High (Impact: System/County; Urgency: High)</p> <p>2) Less than or equal to 30 hours for tickets classified as either System-Wide Medium, County Medium, or Individual High</p> <p>3) Less than or equal to 60 hours for tickets classified as either System-Wide Low, County Low, Individual Medium, or Individual Low</p> <p>CONTRACTOR will diagnose helpdesk tickets during Service Desk Business Hours. For tickets received outside of Service Desk Business Hours, time (Diagnosis Time) will be calculated assuming the ticket was created at 8:00 am the same CalSAWS Business Day, excluding Saturdays, for tickets logged between 6:00 am – 8:00 am. If the ticket was received between 5:00 pm – 9:00 pm, time will be calculated assuming the ticket was created at 8:00 am the next CalSAWS Business Day, excluding Saturdays.</p>
<i>Effective Date</i>	C-IV Cutover Date



**Performance Requirement #5**  
**Daily Peak Usage Hours Availability**

<b>Source</b>	<input type="checkbox"/> AMP <input type="checkbox"/> APMO <input type="checkbox"/> Batch Email <input checked="" type="checkbox"/> ServiceNow
<i>Performance Requirement</i>	The CalSAWS System shall be available ninety-eight percent (98%) of the time during Peak Usage Hours, as defined in Section 1.3.6, each day.
<i>Liquidated Damages per day</i>	\$10,000.00
<i>Effective Date</i>	C-IV Cutover Date
<i>Performance Measures</i>	<p>The percentage of availability shall be determined in accordance with the following formula: <math>\text{Availability \%} = 100 \times ((A - B) / A)</math></p> <p>A = the measurement period which is Peak Usage Hours for a day expressed in minutes</p> <p>B = the number of the minutes in the measurement period that the CalSAWS System is not available.</p>

**Performance Requirement #6**  
**Daily Prime Business Hours Availability**

<b>Source</b>	<input type="checkbox"/> AMP <input type="checkbox"/> APMO <input type="checkbox"/> Batch Email <input checked="" type="checkbox"/> ServiceNow
<i>Performance Requirement</i>	The CalSAWS System shall be available ninety-seven percent (97%) of the time during Prime Business Hours, as defined in Section 1.3.6, each day.
<i>Liquidated Damages per day</i>	\$5,000.00
<i>Effective Date</i>	C-IV Cutover Date
<i>Performance Measures</i>	<p>The percentage of availability shall be determined in accordance with the following formula: <math>\text{Availability \%} = 100 \times ((A - B) / A)</math></p> <p>A = the measurement period which is Prime Business Hours for a day expressed in minutes;</p> <p>B = the number of the minutes in the measurement period that the CalSAWS is not available</p>

**Performance Requirement #7**  
**Daily Peak Usage Hours ED/BC Response Time**

<b>Source</b>	<input checked="" type="checkbox"/> AMP <input type="checkbox"/> APMO <input type="checkbox"/> Batch Email <input type="checkbox"/> ServiceNow
<i>Performance Requirement</i>	The CalSAWS System shall have a response time for ninety-five percent (95%) of ED/BC transactions of three (3) seconds or less during Peak Usage Hours, as defined in Section 1.3.6, each day
<i>Liquidated Damages per day</i>	\$2,000.00
<i>Effective Date</i>	C-IV Cutover Date
<i>Performance Measures</i>	<p>The response time shall be determined by transactional sample methodology. Each ED/BC transaction shall be up to four (4) months of eligibility calculations, and each additional four (4) months (or less than four (4) months for the final transaction) of eligibility calculations shall be a separate ED/BC transaction.</p> <p>The Transaction Response Time percentage shall be determined in accordance with the following formula: Transaction Response Time % = <math>100 \times ((A - B) / A)</math></p> <p>A = the number of transactions in the Transaction Sample</p> <p>B = the number of transactions in the Transaction Sample that exceeded three (3) seconds (e.g., an eleven (11) month ED/BC eligibility calculation would count as three (3) ED/BC transactions).</p>

**Performance Requirement #8**  
**Daily Prime Business Hours ED/BC Response Time**

<b>Source</b>	<input checked="" type="checkbox"/> AMP <input type="checkbox"/> APMO <input type="checkbox"/> Batch Email <input type="checkbox"/> ServiceNow
<i>Performance Requirement</i>	The CalSAWS System shall have a response time for ninety-nine and nine tenths percent (99.9%) of ED/BC transactions of twenty (20) seconds or less during Prime Business Hours, as defined in Section 1.3.6, each day.
<i>Liquidated Damages per day</i>	\$2,000
<i>Effective Date</i>	C-IV Cutover Date
<i>Performance Measures</i>	<p>The response time shall be determined by transactional sample methodology. Each ED/BC transaction shall be up to four (4) months of eligibility calculations, and each additional four (4) months (or less than four (4) months for the final transaction) of eligibility calculations shall be a separate ED/BC transaction.</p> <p>The Transaction Response Time percentage shall be determined in accordance with the following formula: Formula: <math>\% = 100 \times ((A - B) / A)</math></p> <p>A = the number of transactions in the Transaction Sample</p> <p>B = the number of transactions in the Transaction Sample that exceeded twenty (20) seconds (e.g., an eleven (11) month ED/BC eligibility calculation would count as three (3) ED/BC transactions).</p>

**Performance Requirement #9**  
**Daily Peak Usage Hours Screen to**  
**Screen Navigation Response Time**

<b>Source</b>	<input checked="" type="checkbox"/> AMP <input type="checkbox"/> APMO <input type="checkbox"/> Batch Email <input type="checkbox"/> ServiceNow
<i>Performance Requirement</i>	The CalSAWS System shall have a response time for ninety-eight percent (98%) of screen to screen navigation transactions of two (2) seconds or less during Peak Usage Hours, as defined in Section 1.3.6, each day.
<i>Liquidated Damages per day</i>	\$2,000.00
<i>Effective Date</i>	C-IV Cutover Date
<i>Performance Measures</i>	<p>The response time shall be determined by transactional sample methodology. The Transaction Response Time percentage shall be determined in accordance with the following formula: Transaction Response Time % = 100 X ((A – B) / A)</p> <p>A = the number of transactions in the Transaction Sample</p> <p>B = the number of transactions in the Transaction Sample that exceeded two (2) seconds (e.g., moving from one screen and viewing data, with or without data update, to another screen).</p>

**Performance Requirement #10**  
**Daily Prime Business Hours Screen to**  
**Screen Navigation Response Time**

<b>Source</b>	<input checked="" type="checkbox"/> AMP <input type="checkbox"/> APMO <input type="checkbox"/> Batch Email <input type="checkbox"/> ServiceNow
<i>Performance Requirement</i>	The CalSAWS System shall have a response time for ninety-nine and nine tenths percent (99.9%) of screen to screen navigation transactions of ten (10) seconds or less during Prime Business Hours, as defined in Section 1.3.6, each day.
<i>Liquidated Damages per day</i>	\$2,000.00
<i>Effective Date</i>	C-IV Cutover Date
<i>Performance Measures</i>	<p>The response time shall be determined by transactional sample methodology. The Transaction Response Time percentage shall be determined in accordance with the following formula:</p> <p>Transaction Response Time % = <math>100 \times ((A - B) / A)</math></p> <p>The response time shall be determined by transactional sample methodology</p> <p>A = the number of transactions in the Transaction Sample</p> <p>B = the number of transactions in the Transaction Sample that exceeded ten (10) seconds (e.g., moving from one screen and viewing data, with or without data update, to another screen).</p>

**Performance Requirement #11**  
**Daily Batch Production Jobs Completion**

<b>Source</b>	<input type="checkbox"/> AMP <input type="checkbox"/> APMO <input checked="" type="checkbox"/> Batch Email <input type="checkbox"/> ServiceNow
<i>Performance Requirement</i>	The CalSAWS System shall have ninety-nine percent (99%) of the daily batch production jobs completed by 6:00 a.m., Pacific Time, the next business day. Batch production jobs that do not complete due to files not being returned by interface partners are excluded from this calculation.
<i>Liquidated Damages per day</i>	\$5,000.00
<i>Effective Date</i>	C-IV Cutover Date
<i>Performance Measures</i>	<p>The daily batch production jobs completion percentage shall be determined in accordance with the following formula:</p> <p>Daily Batch Production Jobs Completion % = <math>100 \times ((A - B) / A)</math></p> <p>A = the number of normal daily batch production jobs scheduled;</p> <p>B = the number of normal daily batch production jobs that failed to successfully complete on time.</p>

**Performance Requirement #12**  
**Daily Off Prime Business Hours ED/BC Response Time**

<b>Source</b>	<input checked="" type="checkbox"/> AMP <input type="checkbox"/> APMO <input type="checkbox"/> Batch Email <input type="checkbox"/> ServiceNow
<i>Performance Requirement</i>	The CalSAWS System shall have a response time for ninety-five percent (95%) of ED/BC transactions of five (5) seconds or less during Off Prime Business Hours, as defined in Section 1.3.6, each day.
<i>Effective Date</i>	C-IV Cutover Date
<i>Performance Measures</i>	<p>The response time shall be determined by transactional sample methodology. Each ED/BC transaction shall be up to four (4) months of eligibility calculations, and each additional four (4) months (or less than four (4) months for the final transaction) of eligibility calculations shall be a separate ED/BC transaction.</p> <p>The Transaction Response Time percentage shall be determined in accordance with the following formula: Transaction Response Time % = <math>100 \times ((A - B) / A)</math></p> <p>A = the number of the transactions in the Transaction Sample</p> <p>B = the number of transactions in the Transaction Sample that exceeded five (5) seconds (e.g., an eleven (11) month ED/BC eligibility calculation would count as three (3) ED/BC transactions).</p>



**Performance Requirement #13**  
**Daily Off Prime Business Hours Screen to**  
**Screen Navigation Response Time**

<b>Source</b>	<input checked="" type="checkbox"/> AMP <input type="checkbox"/> APMO <input type="checkbox"/> Batch Email <input type="checkbox"/> ServiceNow
<i>Performance Requirement</i>	The CalSAWS System shall have a response time for ninety-five percent (95%) of screen to screen navigation transactions of three (3) seconds or less during Off Prime Business Hours, as defined in Section 1.3.6, each day.
<i>Effective Date</i>	C-IV Cutover Date
<i>Performance Measures</i>	<p>The response time shall be determined by transactional sample methodology.</p> <p>The Transaction Response Time percentage shall be determined in accordance with the following formula:</p> <p>Transaction Response Time % = <math>100 \times ((A - B) / A)</math></p> <p>A = the number of transactions in the Transaction Sample</p> <p>B = the number of transactions in the Transaction Sample that exceeded three (3) seconds (e.g., moving from one screen and viewing data, with or without data update, to another screen).</p>

**Performance Requirement #14**  
**Daily Unbounded Search Response Time**

<b>Source</b>	<input checked="" type="checkbox"/> AMP <input type="checkbox"/> APMO <input type="checkbox"/> Batch Email <input type="checkbox"/> ServiceNow
<i>Performance Requirement</i>	The CalSAWS System shall have a response time for ninety-five percent (95%) of transactions to display a record or records of an unbounded search result set of six (6) seconds or less each day.
<i>Effective Date</i>	C-IV Cutover Date
<i>Performance Measures</i>	<p>The Transaction Response Time percentage shall be determined in accordance with the following formula: Transaction Response Time % = 100 X ((A – B) / A)</p> <p>The response time percentage shall be determined by transactional sample methodology.</p> <p>A = the number of transactions in the Transaction Sample</p> <p>B = the number of transactions in the Transaction Sample that exceeded six (6) seconds (e.g., a non-specific indexed search for a person by his last name).</p>

**Performance Requirement #15**  
**Daily Prime Business Hours Availability of**  
**CalSAWS Training Environments**

<b>Source</b>	<input type="checkbox"/> AMP <input type="checkbox"/> APMO <input type="checkbox"/> Batch Email <input checked="" type="checkbox"/> ServiceNow
<i>Performance Requirement</i>	The CalSAWS training environments shall be available ninety-five percent (95%) of the time during Prime Business Hours, as defined in Section 1.3.6, each day.
<i>Effective Date</i>	C-IV Cutover Date
<i>Performance Measures</i>	<p>The percentage of availability shall be determined in accordance with the following formula:</p> $\text{Availability \%} = 100 \times ((A - B) / A)$ <p>A = the measurement period which is Prime Business Hours for each day expressed in minutes</p> <p>B = the number of the minutes in the measurement period that any CalSAWS training environment was not available</p>

**Performance Requirement #16**  
**Daily Peak Usage Hours Standard Report Response Time**

<b>Source</b>	<input checked="" type="checkbox"/> AMP <input type="checkbox"/> APMO <input type="checkbox"/> Batch Email <input type="checkbox"/> ServiceNow
<i>Performance Requirement</i>	The CalSAWS System shall have a response time for ninety-five percent (95%) of standard report transactions of ten (10) seconds or less during Peak Usage Hours, as defined in Section 1.3.6, each day.
<i>Effective Date</i>	C-IV Cutover Date
<i>Performance Measures</i>	<p>The response time percentage shall be determined by transactional sample methodology.</p> <p>The Transaction Response Time percentage shall be determined in accordance with the following formula: Transaction Response Time % = <math>100 \times ((A - B) / A)</math></p> <p>A = the number of transactions in the Transaction Sample</p> <p>B = the number of transactions in the Transaction Sample that exceeded ten (10) seconds.</p>

**Performance Requirement #17**  
**Security Incident Notification**  
(a Security Management Requirement)

<b>Source</b>	<input type="checkbox"/> AMP <input type="checkbox"/> APMO <input type="checkbox"/> Batch Email <input checked="" type="checkbox"/> ServiceNow
<i>Performance Requirement</i>	<p>CONTRACTOR shall notify CONSORTIUM Executive Director and other CONSORTIUM-specified persons within one (1) hour following the identification of any potential or actual security incident, including any breach, any attack, or the introduction of any Disabling Device, related to the CalSAWS System.</p> <p>CONTRACTOR shall take corrective action within two (2) hours following the identification of each potential or actual security incident. For each and every occasion that CONTRACTOR fails to meet this Performance Requirement #17, as determined by CONSORTIUM Executive Director, CONTRACTOR shall pay CONSORTIUM Liquidated Damages as documented below.</p>
<i>Liquidated Damages per occasion</i>	\$5,000.00
<i>Effective Date</i>	C-IV Cutover Date

**Performance Requirement #18**  
**Security Incident Reporting**  
(a Security Management Requirement)

<b>Source</b>	<input type="checkbox"/> AMP <input type="checkbox"/> APMO <input type="checkbox"/> Batch Email <input checked="" type="checkbox"/> ServiceNow
<i>Performance Requirement</i>	<p>CONTRACTOR shall provide a written report and assessment regarding all actions taken concerning each identified security incident, including any breach, any attack, or the introduction of any Disabling Device, the current status, and any potential impact(s) to CONSORTIUM of the security incident. Each security incident shall be categorized according to criticality as either minor or major.</p> <p>For a minor security incident, which causes limited loss of confidentiality, integrity, protection, and/or availability of the CalSAWS System to organizational operations, organizational assets, or individuals and which does not result in a failure of CONTRACTOR to comply with the CalSAWS M&amp;O Extension, specifically 21.5 (Program Data Security), this report and assessment shall be provided within twelve (12) hours following the identification of the minor security incident.</p> <p>For a major security incident, which causes serious or catastrophic loss of confidentiality, integrity, protection, and/or availability of the CalSAWS System to organizational operations, organizational assets, or individuals and which may result in a failure of CONTRACTOR to comply with the CalSAWS M&amp;O Extension, specifically 21.5 (Program Data Security), this report and assessment shall be provided within two (2) hours following the identification of the major security incident.</p> <p>CONSORTIUM Executive Director, in his sole discretion, may require CONTRACTOR to update this report and assessment on an hourly or daily basis depending on criticality, status, and possible impact to CONSORTIUM. For each and every occasion that CONTRACTOR fails to meet this Performance Requirement #18, as determined by the CONSORTIUM Executive Director, CONTRACTOR shall pay CONSORTIUM Liquidated Damages as documented below for each hour and each fraction of an hour that this report and assessment is late.</p>
<i>Liquidated Damages per occasion per hour</i>	\$500.00
<i>Effective Date</i>	C-IV Cutover Date

**Performance Requirement #19**  
**Security Incident Negligence**  
(a Security Management Requirement)

<b>Source</b>	<input type="checkbox"/> AMP <input type="checkbox"/> APMO <input type="checkbox"/> Batch Email <input checked="" type="checkbox"/> ServiceNow
<i>Performance Requirement</i>	If due to a security incident, including any breach, any attack, or the introduction of any Disabling Device, the CalSAWS System is unable to operate and CONSORTIUM Executive Director determines that such inoperability was caused by any active or passive negligence, recklessness, or intentional wrongful acts of CONTRACTOR, CONTRACTOR shall pay to CONSORTIUM Liquidated Damages as documented below for each hour and each fraction of an hour that the CalSAWS System is unable to operate, as determined by CONSORTIUM Executive Director.
<i>Liquidated Damages per occasion per hour</i>	\$5,000.00
<i>Effective Date</i>	C-IV Cutover Date

**Performance Requirement #20**  
**Disaster Recovery Response Time**  
(through January 31, 2025)

<b>Source</b>	<input type="checkbox"/> AMP <input checked="" type="checkbox"/> APMO <input type="checkbox"/> Batch Email <input type="checkbox"/> ServiceNow
<i>Performance Requirement</i>	<p>In the event a disaster is declared in the primary cloud services region, a controlled failover of the CalSAWS System will be completed within 24 hours to the pre-defined alternate region. If the disaster has also impacted the telecommunication network, including the cloud exchange, this service may failover to the internet service. The Consortium will be responsible for all fees associated with AWS and may need to provide approval for additional fees for access and other services as necessary, due to the disaster failover process.</p>
<i>Effective Date</i>	C-IV Cutover Date



**Performance Requirement #21**  
**Local Repair Services**  
(through January 31, 2025)

<b>Source</b>	<input type="checkbox"/> AMP <input type="checkbox"/> APMO <input type="checkbox"/> Batch Email <input checked="" type="checkbox"/> ServiceNow
<i>Performance Requirement</i>	<p>Response Time for problems that require CONTRACTOR/Consortium support personnel to dispatch to a County Site during 8:00 a.m. – 5:00 p.m. Monday through Friday, with the exception of Consortium holidays, shall adhere to the following standards:</p> <p><u>Initial Contact Time</u></p> <ul style="list-style-type: none"> <li>• Less than or equal to 1 hour for voice mail correspondence</li> <li>• Less than or equal to 1 hour for email correspondence</li> <li>• Less than or equal to 2 minutes for phone calls</li> </ul> <p><u>Dispatch Time</u></p> <ul style="list-style-type: none"> <li>• Less than or equal to 2 hours for Priority 1 Tickets and Priority 2 Tickets</li> <li>• Less than or equal to 8 hours for Priority 3 Tickets, Priority 4 Tickets, and Priority 5 Tickets</li> </ul> <p><u>Diagnosis Time</u></p> <ul style="list-style-type: none"> <li>• Less than or equal to 2 hours for Priority 1 Tickets and Priority 2 Tickets</li> <li>• Less than or equal to 4 hours for Priority 3 Tickets, Priority 4 Tickets, and Priority 5 Tickets</li> </ul> <p><u>Repair Time</u></p> <ul style="list-style-type: none"> <li>• Less than or equal to 4 hours for Priority 1 Tickets and Priority 2 Tickets</li> <li>• Less than or equal to 8 hours for Priority 3 Tickets, Priority 4 Tickets, and Priority 5 Tickets with spare equipment available</li> <li>• Less than or equal to the close of the 2<sup>nd</sup> Consortium Business Day for Priority 3 Tickets, Priority 4 Tickets, and Priority 5 Tickets without spare equipment available</li> </ul> <p>For tickets received outside of Service Desk Business Hours, time (Initial Contact Time, Dispatch Time, Diagnosis Time, and Repair Time) will be calculated assuming the ticket was created at 8:00 am the same Consortium Business Day, excluding Saturdays, for tickets logged between 6:30 am – 8:00 am. If the ticket was received between 5:00 pm – 9:00 pm, time will be calculated assuming the ticket was created at 8:00 am the next Consortium Business Day, excluding Saturdays.</p> <p>Failures:</p> <ul style="list-style-type: none"> <li>• Time for resolution (from ticket open until repair) is greater than 6 hours for more than 3 Priority 1 Tickets or Priority 2 Tickets during 8:00 a.m. – 5:00 p.m.</li> </ul>

	<p>Monday through Friday, with the exception of Consortium holidays for a given calendar month for Sites where spare equipment is located.</p> <ul style="list-style-type: none"> <li>Time for resolution (from ticket open until repair) is greater than 8 hours for any Priority 1 Tickets or Priority 2 Tickets during 8:00 a.m. – 5:00 p.m. Monday through Friday, with the exception of Consortium holidays for a given calendar month for Sites where spare equipment is not located.</li> </ul> <p><i>*Note: Tickets are tracked by classification. Priority 1 Tickets will be addressed before Priority 2 Tickets. Priority 1 Repair Time is not limited by the principal period of maintenance of 8:00 a.m. – 5:00 p.m. Monday through Friday (excluding Consortium holidays) . Tickets may be closed after a second unsuccessful attempt to contact the affected User by leaving a message, unless an exception is defined for a particular County in the CalSAWS M&amp;O Services Plan Deliverable.</i></p>
<i>Liquidated Damages per failure</i>	\$5,000.00
<i>Effective Date</i>	C-IV Cutover Date
<i>Performance Measures</i>	<p>Performance Measures for this performance requirement will be reported on by service organization. This will include individual Counties and CONTRACTOR. Tickets that do not meet the Performance Measure will be assigned to a service organization depending on which organization maintained the tickets for the largest percentage of time.</p> <p><b><u>Initial Contact Time</u></b></p> <ul style="list-style-type: none"> <li>Time when voice message was left to the time when User was called back &lt;= 1 hour</li> <li>Time when email was received to the time when email was responded to &lt;= 1 hour</li> <li>Time when a caller enters the call queue to the time a User talks to a Service Desk Analyst &lt;= 2 minutes</li> </ul> <p><b><u>Dispatch Time</u></b></p> <ul style="list-style-type: none"> <li>Time from when the Ticket was created to the time the Remote Hardware Maintenance Technician (or similar) arrives on site Priority 1 Tickets or Priority 2 Tickets &lt;= 2 hours</li> <li>Time from when the Ticket was created to the time the Remote Hardware Maintenance Technician (or similar) arrives on site for Priority 3 Tickets, Priority 4 Tickets, or Priority 5 Tickets &lt;= 8 hours</li> </ul> <p><b><u>Diagnosis Time</u></b></p> <ul style="list-style-type: none"> <li>Time from when the Remote Hardware Maintenance Technician (or similar) arrives on site until the problem has been diagnosed for Priority 1 Tickets or Priority 2 Tickets &lt;= 2 hours</li> <li>Time from when the Remote Hardware Maintenance Technician (or similar) arrives on site until the problem has been diagnosed for Priority 3 Tickets, Priority 4 Tickets, or Priority 5 Tickets &lt;= 4 hours</li> </ul> <p><b><u>Repair Time</u></b></p> <ul style="list-style-type: none"> <li>Time from when the problem has been diagnosed to the time when the problem has been fixed for Priority 1 Tickets or Priority 2 Tickets &lt;= 4 hours</li> </ul>

	<ul style="list-style-type: none"> <li>• Time from when the problem has been diagnosed to the time when the problem has been fixed for Priority 3 Tickets, Priority 4 Tickets, or Priority 5 Tickets &lt;= 8 hours for Repair Time with spare components</li> <li>• Time from when the problem has been diagnosed to the time when the problem has been fixed for Priority 3 Tickets, Priority 4 Tickets, or Priority 5 Tickets &lt;= 9:00 pm of the 2<sup>nd</sup> Consortium Business Day</li> </ul>
<i>Exceptions</i>	<ol style="list-style-type: none"> <li>1) County Sites that do not meet the environment requirements as described in the SOP (Section 4.7.1 and 4.7.2) determined by the temperature of the Cisco routers outside of the acceptable operating temperature range for each device in the MDF</li> <li>2) County Sites identified by the Consortium in the CalSAWS M&amp;O Services Plan Deliverable as too remote for the 2 hour Dispatch Time for Priority 1 or Priority 2 problems</li> <li>3) A Ticket is escalated following the CalSAWS M&amp;O Services Plan Deliverable procedures to the County within the Initial Acceptance Period</li> <li>4) Assets that are not Consortium Managed Equipment</li> <li>5) County specific applications installed on Consortium Workstations that are not part of or related to the CalSAWS System</li> <li>6) Scheduled System Downtime</li> <li>7) Consortium Holidays</li> <li>8) Time outside the Service Desk Business Hours except for Repair Time of Priority 1 Tickets</li> <li>9) A telecommunications provider problem</li> <li>10) A Disaster is declared by both the Consortium and CONTRACTOR</li> <li>11) County Sites that cannot be accessed outside of County business hours</li> <li>12) Workstations that do not have a Vendor Maintenance agreement</li> </ol>

## Appendix 1

Performance will not be calculated for General Performance Requirements and Certain Performance Requirements during: scheduled downtime, Consortium approved extension(s) of scheduled downtime, when anticipated/agreed workload is conflicted (such as approval of executing batch jobs during an online window), telecommunications provider problems or degradation outside of CONTRACTOR's control, infrastructure outages or unavailability outside of CONTRACTOR's control, dependent interface partner system unavailability or failure to provide files on schedule, Consortium holidays, instances of force majeure as described in the CalSAWS M&O Extension, and other exceptions as approved by the Consortium Executive Director will not be included in the performance requirement calculations. In addition, where actual monthly print and mail volumes exceed their monthly contracted volume in Attachment 1 (Contractor Assumptions) to Schedule 2 (Statement of Work for CalSAWS Design, Development and Implementation ("DD&I") Project), those months will not be subject to performance requirement measurement. If the above-listed events occur, CONTRACTOR will remove the affected transactions or instances from the measurement calculation. The transaction sample is detailed in the CalSAWS M&O Services Plan Deliverable and will be updated as agreed by the parties.

**Table 1 – Transaction Sample Methodology**

DEFINITION	THRESHOLD	DEFINITION DESCRIPTION
Working Day	10%	<p>Transaction samples within Peak and Prime Usage Hours during the performance reporting periods will include zero transactions for categories of the online response time performance requirements when the overall application usage volume for any day (including Prime and Off-Prime periods) is below the set threshold. Reporting will be included for Working Day transactions when the threshold is met.</p> <p>The threshold is evaluated against the average CalSAWS online transaction volumes across the Working Days in the reporting month (excluding weekends and County holiday's), across the online response time categories.</p> <p>Transaction volumes and response times across the Peak and Prime performance requirements will be reported for these low-volume Working Days.</p>
Multi-Month EDBC Sampling	N/A	The "Run EDBC" and "Run EDBC with No Verifications" functions allow the user to specify up to

DEFINITION	THRESHOLD	DEFINITION DESCRIPTION
		<p>six budget months for each EDBC request where a valid transaction will be included in the EDBC category. Here, the performance sample will be limited to no more than four budget months. For the purposes of this requirement, the following method is used for situations where more than four EDBC budget months are requested by the user.</p> <p>(a) A monthly response time unit is determined by dividing the total response time for the Run EDBC and Run EDBC with No Verifications transaction by the number of budget months requested.</p> <p>(b) For EDBC budget requests greater than four budget months requested, an AMP (Application Monitoring for Performance) transaction record is created for budget months 1 through 4 by multiplying the above monthly response time unit by four. A second AMP transaction record is created for the remaining number budget months. Both AMP records created are referenced to the single Run EDBC transaction execution.</p> <p>For example, if six budget months are requested by the user and the response time for the Run EDBC function was 12 seconds, the two AMP transaction records reflect the following:</p> <p>Monthly response time calculation:  2 seconds per budget month requested (12 seconds divided by 6 budget months)</p> <ul style="list-style-type: none"> <li>- AMP record #1 for months 1 – 4: 8 second response time</li> <li>- AMP record #2 for months 5 – 6: 4 second response time</li> </ul>

The CalSAWS online transactions have been categorized into one of the performance reporting categories identified below. The matrix outlines the definitions followed by the categorization effort. The detailed categorical classification of transactions is provided in OWD – Category Classification.

**Table 2 – Transaction Categorization**

CATEGORY	DEFINITION
Search transaction type	<ul style="list-style-type: none"> <li>• Pages with criteria provided to perform search functions, which commonly bring results from various functional areas/cases</li> <li>• Pages that act as a building block for a Search page (for example, selecting criteria to be used in a search)</li> <li>• Pages with criteria that further refine search results</li> <li>• Pages that fetch and display additional details for the user’s selected entry from the search results</li> </ul>
EDBC	<ul style="list-style-type: none"> <li>• CalSAWS online transactions that are related to the Eligibility multi-month calculation business function, and those functions at a broader category include: <ul style="list-style-type: none"> <li>○ EDBC calculation – Run EDBC functions</li> <li>○ View EDBC calculation results</li> <li>○ Accept EDBC calculation results</li> <li>○ Budget authorization function</li> </ul> </li> </ul>
Reports	<ul style="list-style-type: none"> <li>• Online functions that generate or retrieve a standard, ad-hoc or a correspondence report (e.g., Forms or NOAs) are classified as reports</li> </ul>
Exceptions	<ul style="list-style-type: none"> <li>• CalSAWS online transactions that interact with external partners/systems (such as EBT, SCI etc.)</li> <li>• Online transactions that require re-design or data profile adjustments to address the performance issues and are pending approval. Processes may be marked under the “exception” category until the approval and implementation of the performance changes.</li> <li>• Transactions identified and proposed in the “exception” category will be approved by the County Project Director</li> </ul>
Screen to Screen	<ul style="list-style-type: none"> <li>• Pages that are not categorized under the above categories are classified under the “Screen to Screen” category, which constitutes a larger portion of the CalSAWS application screen and functions.</li> </ul>