Washington Community Information Exchange (WA CIE)

Performance-Based Quality Assurance Plan (QAP) and Service Level Agreements (SLAs)

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1. Introduction

This Quality Assurance Plan (QAP) establishes the methods, standards, and performance expectations used to evaluate Contractor performance under the WA CIE contract. It provides:

- A systematic method for monitoring Contractor performance.
- A Performance Requirements Matrix with measurable performance standards and Acceptable Quality Levels.
- Service Level Agreements for technical operations, availability, and support.
- Acceptance criteria and procedures for deliverables and services.
- A hybrid remedy structure combining performance credits, corrective action, and recovery of damages.

This Plan is solution neutral. It measures outcomes and service levels rather than any particular technical platform, so it applies whether the solution is delivered as a configurable commercial platform, a hosted service, or a combination. Nothing in this Plan requires a specific toolset or delivery cadence.

2. Standard of Performance

The Contractor is responsible for all management, quality control, and performance activities necessary to meet the terms of the WA CIE contract. Comagine Health, HCA, and the WA CIE governance bodies perform quality assurance to confirm that contract standards are achieved.

The Contractor is responsible for proactive risk management and compliance. This includes identifying risks early, proposing appropriate mitigations, and maintaining compliance with all applicable contractual, regulatory, security, privacy, accessibility, and interoperability requirements. The Contractor must also deliver services and reports with enough lead time, and at service levels sufficient for Comagine Health and other advisory and oversight bodies to complete a meaningful review.

3. Alignment with Upstream Program Obligations

The service levels and remedies in this Plan support the WA CIE program's standards for deliverables, operations, and accountability. They reflect the standards Comagine Health must satisfy in managing the program, but they do not make any upstream agreement part of the Contractor's contract. The Contractor must meet this plan so Comagine Health has the information and performance evidence needed to oversee the program and complete required reporting.

4. Performance Requirements Matrix (PRM)

The PRM defines the measurable performance standards, Acceptable Quality Levels (AQLs), measurement methods, and remedies. The standards are grouped by category.

4.1 Program and Contract Administration

Requirement/ Service	Performance Standard	Service Level (Target)	Measurement Method	Remedy
Annual Business Plan	Deliver an Annual Business Plan covering planned activities, improvement objectives, methodology, and customer-service measures.	Delivered at least 60 calendar days before the start of each State fiscal year.	Comagine Health review against required elements.	$250 per calendar day late, and $250 per calendar day until all required elements are included.
Monthly Progress Report	Report progress against the Annual Business Plan.	Delivered no later than the third Friday of each month	Comagine Health review.	$250 per calendar day late or until required elements are complete and accurate.
Response to Comagine Health inquiries	Respond with an answer, or a plan and date for a response.	Within two Business Days	Ticket and correspondence logs.	$250 per Business Day late.
Response to participant inquiries	Respond with an answer, or a date for a response.	Within four Business Days	Ticket logs.	$250 per Business Day late.

4.2 Key Personnel

Requirement/ Service	Performance Standard	Service Level (Target)	Measurement Method	Remedy
Key Personnel continuity	No change to committed Key Personnel without prior written notice, except for	At least 30 days prior written notice; Comagine Health approval required.	Staffing records and approvals.	$20,000 per occurrence for an unapproved change.

Requirement/ Service	Performance Standard	Service Level (Target)	Measurement Method	Remedy
	legally required leave, illness, death, resignation, or mutually agreed termination.			
Key Personnel replacement	Appoint an interim replacement and provide a permanent replacement with comparable or greater qualifications.	Interim within one Business Day of departure; permanent within 30 calendar days.	Staffing records; resume review.	$500 per Business Day beyond 30 days until an acceptable replacement is in place.

4.3 Deliverables and Change Response

Requirement/ Service	Performance Standard	Service Level (Target)	Measurement Method	Remedy
Deliverable timeliness and quality	Provide deliverables that meet the acceptance criteria by the dates in the approved integrated project work plan.	On or before the approved due date; conforms to acceptance criteria.	Acceptance process (Section 6); deliverable tracker.	$2,500 per Business Day late until delivered and accepted.
As-built documentation	Update system documentation to reflect each accepted change.	Incorporated within 30 days of the related change entering production.	Documentation repository review.	$500 per Business Day late or until inaccuracies are corrected.

Requirement/ Service	Performance Standard	Service Level (Target)	Measurement Method	Remedy
Change request response	Provide a firm, fixed-price response to a Comagine Health change request.	Within 20 Business Days of receipt.	Change log.	$250 per Business Day late or until an acceptable response is received.

4.4 Availability, Performance, and Interoperability

Requirement/ Service	Performance Standard	Service Level (Target)	Measurement Method	Remedy
System uptime	Maintain system availability, excluding approved planned downtime.	99.9% uptime, 24x7, measured quarterly.	Availability monitoring; Monthly Uptime Report due by the 10th.	$5,000 per quarter that uptime is below target; $250 per calendar day the report is late or inaccurate.
Screen response time	Median screen render/update response measured close to the servers.	No greater than 2 seconds (daily median).	Performance monitoring; report monthly by the 10th.	$400/day (>2 to 4s), $800/day (>4 to 6s), $1,200/day (>6s).
API availability	Interfaces exposed by the solution remain available for data exchange.	99.5% per interface, measured monthly; deemed unavailable when the transaction error rate exceeds 5%.	Interface monitoring; report monthly by the 10th.	$5,000 per interface below target; $250 per calendar day the report is late.

4.5 Reliability, Recovery, and Incident Response

Incidents are classified by severity. The definitions and response and resolution times are below.

Requirement/ Service	Performance Standard	Service Level (Target)	Measurement Method	Remedy
Severity 1 - Critical	Loss of one or more critical functions, or unavailability to external or authorized users.	Acknowledge within 30 minutes; initial impact analysis and mitigation within 1 hour; resolve within 4 hours.	Incident records; bi-weekly ticket report.	$5,000 per Business Day until corrected.
Severity 2 - High	A business function or component does not work as required and no acceptable workaround is available.	Acknowledge within 30 minutes; resolve within 8 hours.	Incident records; bi-weekly ticket report.	$1,000 per Business Day until corrected.
Severity 3 - Medium	A function or component does not work as required, but an acceptable workaround exists.	Resolve within 2 weeks unless an extension is approved.	Bi-weekly ticket report.	None at this level.
Severity 4 - Low	Non-critical or cosmetic defect with limited impact.	Resolve within 3 months unless an extension is approved.	Bi-weekly ticket report.	None at this level.
Outage / event response	Respond to, or notify Comagine Health of, an unplanned outage or operations event; provide hourly status until normal operations resume.	Within 2 hours; status every hour thereafter.	Distribution-list notifications; event log.	$500 per missed response or notification.

Requirement/ Service	Performance Standard	Service Level (Target)	Measurement Method	Remedy
Outage / event analysis	Provide root-cause analysis (title, dates/times, summary, root cause, solution, follow-up).	Within 4 Business Days of resolution.	Comagine Health review.	$250 per Business Day late or until corrected.
Recovery Time Objective (RTO)	Restore the system after a disaster or infrastructure failure.	4 hours or less.	DR test results; incident records.	$1,000 per hour beyond the RTO until restored.
Recovery Point Objective (RPO)	Limit data loss after a disaster or infrastructure failure.	5 minutes or less.	DR test results; backup logs.	$1,000 per 15-minute period beyond the RPO until restored.
Disaster Recovery Plan and testing	Maintain and test a comprehensive DR plan.	Updated DR Plan by the first Business Day of July annually; test at least annually; results within 30 days of the test.	Comagine Health review of plan and results.	$500 per calendar day late for the plan, the test, or the results, or until corrected.

4.6 Security, Privacy, and Accessibility

Requirement/ Service	Performance Standard	Service Level (Target)	Measurement Method	Remedy
Security compliance	Maintain and document security controls; comply with all WaTech Security Policies and Standards and the HIPAA	Continuous compliance; participate in Comagine Health and State security design reviews.	Security design review; control mapping.	$500 per calendar day for non-participation or non-compliance, unless meeting an approved

Requirement/ Service	Performance Standard	Service Level (Target)	Measurement Method	Remedy
	Privacy, Security, and Breach Notification Rules.			corrective action schedule.
Security patching	Deploy service or security patches that address a vulnerability.	Fully deployed within 24 hours of authorization to deploy.	Patch records.	$250 per calendar day until fully deployed.
Annual security attestation	Provide an annual security report and an independent SOC 2 Type 2 report (or equivalent) covering the applicable Trust Services Criteria.	Annually; SOC 2 Type 2 at go-live and annually thereafter, with exceptions corrected.	Comagine Health review of reports and remediation.	Performance credit and corrective action; withholding available for uncured exceptions.
Data breach reporting	Report any data breach or potential compromise of WA CIE data.	Within one Business Day of discovery, with full details within 15 Business Days.	Breach records; Comagine Health privacy review.	Contractor bears breach-response costs; corrective action and termination available.
Accessibility	Meet the accessibility standard for all user-facing functionality.	WCAG 2.2 AA; no critical accessibility defects at release.	Automated and manual accessibility testing.	Correction at no cost; deemed a defect under Section 4.5 severity levels.
Security reporting	Provide periodic security reports as defined in the Operations Guide.	On the cadence set in the Operations Guide.	Comagine Health review.	$250 per calendar day late.

4.7 CMS Certification

To the extent WA CIE is subject to CMS review or certification (for example, Streamlined Modular Certification or Conditions for Enhanced Funding), the following applies.

Requirement/ Service	Performance Standard	Service Level (Target)	Measurement Method	Remedy
Certification support	Provide all demonstrations, documentation, and results needed to begin and complete the CMS certification process.	As scheduled in the approved integrated project work plan.	Comagine Health and HCA review; CMS review artifacts.	$1,000 per calendar day for late demonstrations, documentation, or results.
Certified solution	Deliver a solution that achieves CMS certification when required.	Certification granted as scheduled.	CMS determination.	$5,000 per calendar day from the scheduled date until certification is achieved.
Maintain certification	Maintain the solution to CMS standards throughout maintenance and operations.	Certification maintained for the life of the contract.	Ongoing compliance monitoring.	$250,000 per month, or portion thereof, during which Federal Financial Participation is reduced due to Contractor failure to maintain the system.

4.8 Transition

The following transition standards operate together with the transition provisions in Section 3.5.5 of the RFP.

Requirement/ Service	Performance Standard	Service Level (Target)	Measurement Method	Remedy
System Transition Plan (as appropriate)	On Comagine Health's request, submit a Transition Plan covering schedule, activities, key personnel, roles, and resources to hand over the operations to Comagine Health, HCA, or a successor.	Within 45 Business Days of the request.	Comagine Health acceptance.	$500 per calendar day late or until an acceptable plan is received.
Transition materials	Provide all data, configurations, documentation, and other materials needed to operate or migrate the solution.	Within 15 Business Days of request.	Comagine Health verification.	$5,000 per calendar day beyond 15 Business Days.
Transition results	Provide a Transition Results Report documenting completion of each step.	Within 30 days of transition; Comagine Health responds within 10 Business Days.	Comagine Health acceptance.	50% of the final monthly M&O payment withheld until accepted; $500 per calendar day late.

5. Quality Assurance Procedures

The Contractor performs quality control across the release cycle and during operations, using methods appropriate to its solution. The procedures below describe the quality activities Comagine Health expects, stated in solution-neutral terms.

5.1 Release Quality

Before each release, the Contractor must verify quality through:

- Verification of acceptance criteria for the functionality in the release.
- Functional, integration, interoperability, security, privacy, performance, accessibility, and regression testing appropriate to the change.
- Interoperability validation with connected participant and State systems affected by the release.
- Data quality validation for any new or changed data.
- A security review and confirmation of continued compliance with applicable standards.
- A go live or release readiness assessment, with updated system documentation.

5.2 Operational Quality

After go-live, the Contractor must sustain quality through:

- Daily monitoring of availability, response time, and API health against the service levels in Section 4.
- A bi-weekly ticket report covering incidents, defects, and their status.
- A monthly Operational Performance Report, delivered by the 10th, covering uptime, screen response time, API availability, incidents, and defects.
- Quarterly known-defect reporting, and reporting of any crash or data-corruption event within eight hours of the Contractor becoming aware of it.
- Regular security reviews and the annual security attestation and SOC 2 Type 2 report.
- Annual disaster recovery testing, with results provided within 30 days.

6. Acceptance of Deliverables and Services

Acceptance criteria for each deliverable are agreed with Comagine Health in advance, through a deliverable expectation document (DED) process or equivalent, so both parties know the basis for acceptance before the deliverable is submitted. The Contractor submits each deliverable with a confirmation that it meets those criteria.

Comagine Health reviews each deliverable within ten Business Days and may request one extension of up to ten additional Business Days. If Comagine Health identifies a deficiency, the Contractor corrects it and resubmits, and Comagine Health repeats its review. Only Comagine Health's authorized representative may accept or reject a deliverable. Review or testing by HCA, a governance body, a subject matter expert, or a participating organization does not by itself constitute acceptance unless Comagine Health says so in writing.

Acceptance is based on compliance with the Performance Requirements Matrix and the acceptance criteria. At a minimum, acceptance requires that all critical defects are resolved, all applicable service levels are met, documentation is current, and all security, privacy, accessibility, and interoperability requirements are satisfied.

7. Remedies (Hybrid Structure)

Remedies under this Plan are cumulative and combine the following mechanisms. Comagine Health may apply one or more as appropriate to the failure.

7.1 Performance Credits and Liquidated Damages

For each performance standard, the remedy stated in the Performance Requirements Matrix applies. These amounts are enforceable compensatory amounts, not penalties.

7.2 Corrective Action Plans

Comagine Health may require a Corrective Action Plan for any deficiency or breach, or before assessing a liquidated damage. The Contractor must submit the plan within ten Business Days of the request. The plan must state the cause of the deficiency, the Contractor's diagnosis, and its specific proposal to cure. Submission and acceptance of a Corrective Action Plan do not excuse prior performance or relieve the Contractor of any service level.

7.3 Withholding and Reduction of Payment

Comagine Health may withhold or reduce payment for services or deliverables that do not meet the requirements of the contract until the failure is cured. For a material or repeated failure, Comagine Health may exercise the remedies in the resulting contract, including recovery of payment for rejected work and termination.

7.4 Program Related Damages and Cost Recovery

If a contractor failure causes Comagine Health to incur a payment reduction, funding loss, recovery obligation, or other financial consequence tied to the WA CIE program, the Contractor is responsible for the amount attributable to its failure. This recovery is separate from the remedies in Sections 7.1 through 7.3, but Comagine Health will not recover twice for the same event. Any amount already recovered for that event will be credited against the recoverable amount.

7.5 Coordination with Limitation of Liability

Amounts assessed or recovered by Comagine Health under this Section 7 are separate from, and do not count against, any limitation of liability set forth in the Agreement. The parties agree that performance-based remedies under this Plan are a distinct compensatory mechanism tied to service levels and program performance, and are not damages for breach subject to any general liability cap.

7.6 Exclusivity of Remedies

The remedies in this Section 7 are cumulative and not exclusive. Comagine Health's exercise of any remedy under this Plan does not waive, limit, or substitute for any other remedy available to Comagine Health under the Agreement, at law, or in equity, including indemnification and termination for default, except that Comagine Health will not recover twice for the same underlying failure or event.

7.7 Alignment with Data Sharing and Business Associate Agreement

To the extent a single incident constitutes both a failure to meet a security or privacy performance standard under this Plan and a Security Incident or Breach under the Data Sharing and Business Associate Agreement (Attachment 4), the notice, investigation, and remedial timeframes of the Data Sharing and Business Associate Agreement govern for purposes of incident response and breach notification, and the remedies in this Section 7 apply solely to the underlying performance failure. Comagine Health will not assess duplicative monetary remedies under this Plan and the Data Sharing and Business Associate Agreement for the same incident; any performance credit, liquidated damage, or cost recovery imposed under this Plan for an incident will be credited against any monetary remedy sought for the same incident under the Data Sharing and Business Associate Agreement, and vice versa.

8. Quality Assurance File

Comagine Health maintains a complete quality assurance file for the WA CIE contract, including accepted deliverables, release and readiness records, test results and evidence, the incident and defect record, corrective action plans, performance and operational reports, security attestations, and transition records. The Contractor provides the underlying records and evidence needed to maintain this file.