

Exhibit 4

Solicitation Number: DOBI 2019-001

SERVICE LEVEL AGREEMENTS AND LIQUIDATED DAMAGES

Service Level Agreements

1.1 System (SBE Consumer Portal) Availability

SLA Name	System (SBE Consumer Portal) Availability
Performance Standard	The System (SBE Consumer Portal) shall be available 24-hours-a-day, seven-days-a-week.
Effective Date	Go Live Date
Measurement Process	The System (SBE Consumer Portal) shall be available 24-hours-a-day, seven-days-a-week except for SCM approved time for system maintenance.
Failures & Nonexclusive Remedies	<p>Liquidated Damages for non-compliance for time not meeting the measurement process are defined as:</p> <ul style="list-style-type: none">• 0 - 60 minutes - \$5,000• 61 - 90 minutes - \$10,000• 91 - 120 minutes - \$15,000• Over 2 hours - \$20,000 per hour after 2 hours <p>In addition to the Liquidated Damages cited above, for each incident of the System (SBE Consumer Portal) downtime in excess of four (4) per month, the Vendor shall be assessed \$10,000 per incident regardless of the duration of downtime.</p>
Escalation	<p>If the System (SBE Consumer Portal) Availability falls below 99.8% during the month, the Vendor shall conduct the following:</p> <ul style="list-style-type: none">• SCM is notified• Vendor notifies HEPMO
Exceptions	Any System (SBE Consumer Portal) downtime that has been accepted by the SCM. Requests for System (SBE Consumer Portal) downtime shall be made to the SCM 24 hours in advance or approved by the SCM.
Reporting	Any unscheduled downtime shall be documented and explained in writing to the SCM within 48 hours. The Vendor shall report all occurrences and duration of each downtime within a monthly status report.

1.2 IVR System Availability

SLA Name	IVR System Availability
Performance Standard	The System (IVR) shall be available 24-hours-a-day, seven-days-a-week.
Effective Date	Go Live Date
Measurement Process	The System (IVR) shall be available 24-hours-a-day, seven-days-a-week except for the SCM approved time for system maintenance.
Failures & Nonexclusive Remedies	<p>Liquidated Damages for non-compliance for time not meeting the measurement process are defined as:</p> <ul style="list-style-type: none"> • 0 - 60 minutes - \$1,000 • 61 - 90 minutes - \$2,000 • 91 - 120 minutes - \$4,000 • Over 2 hours - \$6,000 per hour after 2 hours <p>In addition to the Liquidated Damages cited above, for each incident of the System (IVR) downtime in excess of four (4) per month, the Vendor shall be assessed \$2,500 per incident regardless of the duration of downtime.</p>
Escalation	<p>If the System (IVR) Availability falls below 99.8% during the month, the Vendor shall conduct the following:</p> <ul style="list-style-type: none"> • SCM is notified • Vendor notifies HEPMO
Exceptions	Any System (IVR) downtime that has been accepted by the SCM. Requests for System (IVR) downtime shall be made to the SCM 24 hours in advance or approved by the SCM.
Reporting	Any unscheduled downtime shall be documented and explained in writing to the SCM as soon as the Vendor is aware. Also, the Vendor shall report all occurrences and duration of each downtime within a monthly status report.

1.3 Image and Document Availability

SLA Name	Imaging and Document Management System Availability
Performance Standard	Online images of all documents shall be made available for immediate viewing and retrieval within one (1) business day of documents being scanned and submitted to the imaging system
Effective Date	Go Live Date
Measurement Process	Online images of all incoming scanned documents shall be made available for immediate viewing and retrieval within one (1) business day of documents being scanned and submitted to the imaging system.
Failures & Nonexclusive Remedies	Liquidated Damages shall be assessed at the rate of 0.5% of the applicable monthly invoice for any month in which the Vendor fails to achieve the service level set forth in the Performance Standard.
Exceptions	Any System downtime that has been accepted by the State Contract Manager.
Reporting	The Vendor shall report all occurrences of images unavailable within a monthly status report.

1.4 System (SBE Consumer Portal) Transaction Time

SLA Name	System (SBE Consumer Portal) Transaction Time
Performance Standard	<p>The System (SBE Consumer Portal) Allowable Transaction Time shall be as follows:</p> <ul style="list-style-type: none"> 99% of simulated transactions by the SBE with designated performance monitoring workstations within the Vendor's Application Development Facility shall complete processing within 2 seconds or less. The SBE may perform simulated transactions per day, month, or quarterly manually or with an automated transaction simulated Third Party Software.
Effective Date:	Go Live Date
Roles & Responsibilities	<ul style="list-style-type: none"> Perform simulated transactions per day, month or quarterly manually or with an automated transaction simulated Third Party Software Contractor The Vendor shall deploy the resources necessary to maintain the System (SBE Consumer Portal) Transaction Time Performance Standard and report the System performance within the monthly status report.
Measurement Process	<p>The measurement period shall be based on the System Allowable Transactions Time. The number of System Allowable Transactions Time minutes shall be determined in accordance with the following formulas:</p> <p>System Allowable Transaction Time (SATT) = (B – E) *.01 for 2 seconds or less</p> <ul style="list-style-type: none"> B = Total number transaction. E = SBE Accepted number of transactions to be excluded For example: B = 15,000 transaction E = 1,000 transaction to be excluded Therefore, System Allowable Transaction Time = 14,000 * .01 = 140 transactions per month are allowable to be greater than 2 seconds
Failures & Nonexclusive Remedies	Liquidated Damages for non-compliance with the Performance Standard shall be assessed at \$500 for each transaction over the SATT.
Exceptions	Any transactions that have been accepted by SCM will be excluded from the System Allowable Transaction Time calculation.
Reporting	The Vendor shall report the System performance within a monthly status report.

1.5 Staff Requirements

SLA Name	Key Staff Requirements
Performance Standard	<p>Positions that are designated by the Vendor in its Proposal as Management, Supervisory or Key Staff shall not remain vacant for more than 30 calendar days.</p> <p>Management, Supervisory and Key Staff positions shall not be filled with employees who shall fulfill the roles and responsibilities of the position in a temporary capacity and/or maintain responsibilities for another position.</p>
Effective Date	Agreement Effective Date
Measurement Process	<p>Positions that are designated as Key Staff shall not remain vacant for more than 30 calendar days.</p> <p>Key Staff positions shall not be filled with employees who shall fulfill the roles and responsibilities of the position in a temporary capacity and/or maintain responsibilities for another position.</p>
Failures & Nonexclusive Remedies	Liquidated Damages for non-compliance shall be assessed at the rate of 0.5% of the applicable monthly invoice for any month in which the Vendor fails to achieve the service level set forth in the Performance Standard (i.e., the monthly invoice applicable to the 30th day in which the Key Staff position is unfilled).
Reporting	The Vendor shall report the replacement of Key Staff to the HEPMO and SCM.

1.6 Deliverables

Category	RFP Section Reference	Performance Requirement	Deliverable Due Date	Liquidated Damage Amount Per Working Day
3.2.1 Requirements for Coordinated and Integrated Insurance Affordability Program Eligibility and Enrollment	3.2.1B	Timeline and Plan Development	Identified in Approved Contract Schedule	\$ 1,000.00
	3.2.1C	Enhanced Plan Development per	Identified in Approved Contract Schedule	\$ 1,000.00
3.4.1 Technology Platform Phase One: Design, Development, Implementation	3.4.1 A	DDI Stage One	Identified in Approved Contract Schedule	\$ 1,000.00
	3.4.1 B	DDI Stage Two	Identified in Approved Contract Schedule	\$ 1,000.00
	3.4.1 C	DDI Stage Three	Identified in Approved Contract Schedule	\$ 1,000.00
	3.4.1 D	DDI Stage Four	Identified in Approved Contract Schedule	\$ 1,000.00
	3.4.1 E	DDI Stage Five	Identified in Approved Contract Schedule	\$ 1,000.00
3.4.2 Technology Platform Phase Two: Transition	3.4.2 A	Technology Transition Stage One	Identified in Approved Contract Schedule	\$ 1,000.00
	3.4.2 B	Technology Transition Stage Two	Identified in Approved Contract Schedule	\$ 1,000.00
	3.4.2 C	Technology Transition Stage Three	Identified in Approved Contract Schedule	\$ 1,000.00
3.7.1 Consumer Assistance Center Phase One: Implementation	3.7.1 A	Implementation Stage One	Identified in Approved Contract Schedule	\$ 1,000.00
	3.7.1 B	Implementation Stage Two	Identified in Approved Contract Schedule	\$ 1,000.00
3.7.2 Consumer Assistance Center Phase Two: Transition Support and Consumer Assistance	3.7.2 A	Consumer Assistance Transition Stage One	Identified in Approved Contract Schedule	\$ 1,000.00
	3.7.2 B	Consumer Assistance Transition Stage Two	Identified in Approved Contract Schedule	\$ 1,000.00
	3.7.2 C	Consumer Assistance Transition Stage Three	Identified in Approved Contract Schedule	\$ 1,000.00
3.7.3 Consumer Assistance Center Phase Three: Operations	3.7.3 A	Consumer Assistance Transition Stage One	Identified in Approved Contract Schedule	\$ 1,000.00
	3.7.3 B	Consumer Assistance Transition Stage Two	Identified in Approved Contract Schedule	\$ 1,000.00

Date: Effective	Agreement Effective Date
Measurement Process	<p>For each and every occasion upon which any of the Deliverables described in the Deliverable table has not been completed in accordance with applicable SOW by the Vendor after the date for completion thereof as set forth in the Deliverable Due Date, other than as a result of delays caused solely by acts or omissions of DOBI as determined by the SCM.</p> <p>A Deliverable shall be deemed completed on the earliest date that all of the work required for the completion of such Deliverable is completed in accordance with applicable SOW and delivered to DOBI.</p> <p>The determination of whether a Deliverable has been so completed and of the date upon which such Deliverable was completed, shall be made by the SCM after DOBI has received certification from Vendor that such Deliverable has been completed and is given all the necessary information, Data, and documentation to verify such completion.</p>
Failures & Nonexclusive Remedies	Liquidated Damages shall be assessed for each working day after the Deliverable Due Date that such Deliverable is not completed in accordance with applicable Performance Standard. All of the foregoing Liquidated Damages shall apply separately, and cumulatively, to each such Deliverable.
Reporting	Vendor shall inform the SCM when the Deliverable is completed and provide a report in accordance with Sections 3.2 and 3.5 of the RFP, when applicable. The Vendor shall inform the SCM as soon as it is aware if a Deliverable will not be completed by the Deliverable Due Date.

1.7 Disaster Recovery

SLA Name	Disaster Recovery
Performance Standard	The Vendor shall restore System operations pursuant to the approved Disaster Recovery Plan outlined in 4.5.1 of the incident and resume all remaining critical operations.
Effective Date:	Go Live Date
Measurement Process	The Vendor shall restore System operations within the timeframe included in the agreed upon Disaster Recovery Plan outlined in 4.5.1.
Failures & Nonexclusive Remedies	Liquidated Damages for non-compliance shall be assessed at the rate of 100% of the applicable monthly invoice for any month in which the Vendor fails to achieve the service level set forth in the Performance Standard.
Reporting	The Vendor shall report to the SCM in accordance with the agreed upon Disaster Recovery Plan in 4.5.1.

1.8 Print Processing

SLA Name	Publications Print
Performance Standard	Publications shall be printed and sent (through mail services or electronically) to the requestor within 3 business days of the request date. Publications include but are not limited to notices, forms, letters, postcards, flyers brochures, enrollment packages and ad hoc mass mailings.
Effective Date:	Go Live Date
Measurement Process	Publications shall be printed and sent (through mail services or electronically) to the requestor within 3 business days of the request date.
Failures & Nonexclusive Remedies	Liquidated damages for non-compliance shall be assessed at the rate of 0.5% of the applicable monthly invoice for any month in which the contractor fails to achieve the service level set forth in the Performance Standard.
Exceptions	Certain Publications shall be excluded upon approval by the SCM.
Reporting	The Vendor shall report on the Publications that were not sent within 3 business days in a monthly status report.

1.9 System Deficiency Correction

SLA Name	System Deficiency Correction
Performance Standard	<p>The Vendor shall be required to notify the SCM upon identification of a Deficiency for the System, in whole or in part (System Deficiency). The Vendor shall resolve all System Deficiencies within the following timeframes:</p> <p>A) Priority 1 Deficiency (System unavailable) – within 2 hours.</p> <p>B) Priority 2 Deficiency (significant Production issues) – within 24 hours.</p> <p>C) Priority 3 Deficiency (significant Production issue where work around is available) – within five business days.</p> <p>D) Priority 4 Deficiency (all others) – within an agreed-upon schedule between the Vendor and the SCM (This shall be measured on a schedule defined by the SCM.)</p>
Effective Date:	Go Live Date for the System, in whole or in part
Measurement Process	<p>The Vendor shall be required to notify the SCM upon identification of a Deficiency. The Vendor shall resolve all Deficiencies within the following timeframes:</p> <p>A) Priority 1 Deficiency (System unavailable) – within 2 hours.</p> <p>B) Priority 2 Deficiency (significant Production issues) – within 24 hours.</p> <p>C) Priority 3 Deficiency (significant Production issue where work around is available) – within five business days.</p> <p>D) Priority 4 Deficiency (all others) – within an agreed-upon schedule between the Vendor and the SCM (This shall be measured on a schedule defined by the SCM.)</p>
Failures & Nonexclusive Remedies	<p>Liquidated Damages for non-compliance shall be assessed at the following rates based on the applicable monthly invoice for any month in which the Vendor fails to achieve the service level set forth in this Performance Standard:</p> <p>A) Priority 1 Deficiency not met - 25%</p> <p>B) Priority 2 Deficiency not met – 10%</p> <p>C) Priority 3 Deficiency not met – 5%</p> <p>D) Priority 4 Deficiency not met – 1%</p>
Exceptions	Certain data Deficiencies shall be excluded based upon the approval by the SCM
Reporting	The Vendor shall report on the number and type of Deficiencies within a monthly status report.

1.10 Security Management Notice and Mitigation

SLA Name	Security Management Notice and Mitigation
Performance Standard	<p>Vendor shall notify the SCM immediately following the Vendor's knowledge of any actual, probable or reasonably suspected breach of security(major or minor) , or any unauthorized access to or acquisition, use, loss, destruction, compromise, alteration or disclosure of any PII that may concern any State Confidential Information or PII, related to the System.</p> <p>Vendor shall take corrective action to mitigate the potential or actual probable or reasonably suspected security incident within two (2) hours following the identification of each potential or actual security incident.</p>
Effective Date:	Go Live Date
Measurement Process	<p>All actual, probable or reasonably suspected security incidents (major or minor), identification times shall be documented within the Security Report. The Vendor shall provide equipment or software metrics to support the actual, probable or reasonably suspected security incidents (major or minor), identification time. The Vendor shall also report the notification time of notifying SCM.</p> <p>Within the Security Report, the Vendor shall document the corrective action taken to mitigate the actual probable or reasonably suspected security incidents (major or minor). The Vendor shall also provide equipment or software metrics to support the actual, probable or reasonably suspected security incidents (major or minor) correct action mitigation.</p>
Failures & Nonexclusive Remedies	<p>Liquidated Damages for non-compliance with the notification to the SCM Performance Standard shall be assessed at \$5,000 per incident per day.</p> <p>Liquidated Damages for non-compliance with the corrective action mitigation of the actual, probable or reasonably suspected security incident (major or minor) Performance Standard shall be assessed at \$5,000 per incident per Day.</p>
Exceptions	None.
Reporting	The Vendor shall report the security incident within a Security Report pursuant to SLA 1.11.

1.11 Security Management Report

Service Area	System Performance
SLA Name	Security Management Report
Performance Standard	<p>Vendor shall provide a written report and assessment within twelve (12) hours following the identification of the minor security incident regarding all actions taken concerning each identified minor security incident, including any breach, any attack, or the introduction of any disabling device, the current status, and any potential impact(s) to the HEPMO and SCM of the security incident.</p> <p>Vendor shall provide a written report and assessment within two (2) hours following the identification of the major security incident regarding all actions taken concerning each identified major security incident, including any breach, any attack, or the introduction of any disabling device, the current status, and any potential impact(s) to the HEPMO and State Contract Manager of the security incident.</p>
Effective Date:	The Agreement Effective Date
Measurement Process	<p>Vendor 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 The HEPMO and State Contract Manager of the security incident. Each security incident shall be categorized according to criticality as either minor or major.</p> <ul style="list-style-type: none"> • For a minor security incident, which causes limited loss of Confidential Information, integrity, protection, and/or availability of the System to organizational operations, organizational assets, or individuals, this report and assessment shall be provided within twelve (12) hours following the identification of the minor security incident. • For a major security incident, which causes serious or catastrophic loss of Confidential Information, integrity, protection, and/or availability of the System to organizational operations, organizational assets, or individuals, this report and assessment shall be provided within two (2) hours following the identification of the major security incident. <p>The SCM, in his sole discretion, may require the Vendor to update this report and assessment on an hourly or daily basis depending on criticality, status, and possible impact to the SBE, this shall be pursuant to Section 3.9.1.</p>
Failures & Nonexclusive Remedies	For each and every occasion that the Vendor fails to meet the Security Report Performance Standard, as determined by the SCM, the Vendor shall be assessed Liquidated Damages of \$500 for each hour and each fraction of an hour that this report and assessment is late.
Exceptions	None
Reporting	Security Report

1.12 Release Quality within User Acceptance Test

SLA Name	Release Quality Within User Acceptance Test
Performance Standard	The System shall have a Release Quality Performance as determined by the UAT Plan developed by the HEPMO pursuant to Section 3.4.1 (DDI stage 3).
Effective Date:	The Agreement Effective Date
Measurement Process	<p>Release Quality, calculated by the density of unique Deficiencies introduced in application Enhancements in a Release shall be a performance measurement during only the UAT phase of each Release.</p> <p>Deficiency Density = $X^2 = Y/Z$</p> <p>Maximum allowable Deficiencies to remain within the Performance Standard $W = X^1 * Z$</p> <ul style="list-style-type: none"> • W = Maximum allowable Deficiencies to remain within the Performance Standard • X^1 = Performance Standard for Deficiency Density • X^2 = Actual Deficiency Density • Y = Total number of unique Deficiencies introduced in the Release (after subtracting all Deficiencies that are to be excluded from the unique Deficiency density calculation) • Z = Total Function Points in the Release
Failures & Nonexclusive Remedies	The Vendor shall be assessed Liquidated Damages for each Release in which actual Release Quality has exceeded the Release Quality Performance Standard. The number of unique Deficiencies that are over the allowable maximum will be assessed \$1,000 per unique Deficiency.
Exceptions	<ul style="list-style-type: none"> • Deficiencies that existed prior to the applicable Release • Any Deficiencies associated with a Release which the SCM has agreed to exclude from this calculation.
Reporting	The number of UAT system Deficiencies identified per Release shall be included in a monthly status report.

1.13 Financial Management - Invoicing

SLA Name	Financial Management - Invoicing
Performance Standard	The System shall properly invoice enrollees for aggregated premiums due within a 99% accuracy rating.
Effective Date:	Go Live Date
Measurement Process	<p>Invoice Accuracy Limit shall be calculated by the amount of invoice enrollees identified for aggregated premiums that are due within the month with the rejected invoices enrollees that are inaccurate.</p> <p>Invoice Accuracy Limit = $(B - E) * .01$</p> <ul style="list-style-type: none"> • B = Total number invoices. • E = SCM Accepted number of invoices to be excluded
Failures & Nonexclusive Remedies	Liquidated Damages shall be assessed at the rate of 0.5% of the applicable monthly invoice for any month in which the Vendor fails to invoice accurately within the Invoice Accuracy Limit.
Exceptions	Any Invoices which the SCM has agreed to exclude from this calculation.
Reporting	monthly status reports

1.14 Payment Calculation Reconciliation

SLA Name	Payment Calculation Reconciliation
Performance Standard	The System shall properly perform reconciliation (automatic or manual) with individual and carrier payments within a 99% accuracy rating.
Effective Date:	Go Live Date
Measurement Process	<p>Reconciliation Accuracy Limit shall be calculated by the amount of individual and carrier payments identified within the month with the rejected individual and carrier payments that are inaccurate.</p> <p>Reconciliation Accuracy Limit = $(B - E) * .01$</p> <ul style="list-style-type: none"> • B = Total number individual and carrier payments. • E = SCM Accepted number of individual and carrier payments to be excluded
Failures & Nonexclusive Remedies	Liquidated Damages shall be assessed at the rate of 0.5% of the applicable monthly invoice for any month in which the Vendor fails to invoice accurately within the Reconciliation Accuracy Limit.
Exceptions	Any individual and carrier payments which DOBI has agreed to exclude from this calculation.
Reporting	monthly status reports

