APPENDIX D

MAINTENANCE AND SUPPORT SERVICES

Integrated Behavioral Health Information System
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. INTRODUCTION</td>
<td>1</td>
</tr>
<tr>
<td>II. SYSTEM MAINTENANCE</td>
<td>1</td>
</tr>
<tr>
<td>A. General</td>
<td>1</td>
</tr>
<tr>
<td>B. Remote Access and On-Site Support</td>
<td>6</td>
</tr>
<tr>
<td>C. Preventive Maintenance</td>
<td>7</td>
</tr>
<tr>
<td>D. Corrective Maintenance</td>
<td>8</td>
</tr>
<tr>
<td>III. COUNTY RESPONSIBILITIES</td>
<td>11</td>
</tr>
<tr>
<td>IV. SYSTEM PERFORMANCE REQUIREMENTS</td>
<td>11</td>
</tr>
<tr>
<td>V. SYSTEM RELIABILITY</td>
<td>13</td>
</tr>
<tr>
<td>VI. SERVICE CREDITS</td>
<td>14</td>
</tr>
<tr>
<td>A. General</td>
<td>14</td>
</tr>
<tr>
<td>B. System Reliability</td>
<td>14</td>
</tr>
<tr>
<td>C. Corrective Maintenance Response Time Failures</td>
<td>14</td>
</tr>
<tr>
<td>VII. DECOMMISSIONED HARDWARE</td>
<td>15</td>
</tr>
<tr>
<td>SCHEDULE D.1 – RESPONSE TIME REQUIREMENTS</td>
<td>17</td>
</tr>
</tbody>
</table>
I. INTRODUCTION

Capitalize terms used in this Appendix D without definition herein shall have the meanings given to such terms in the body of Appendix E (Sample Agreement), Appendix A (Statement of Work) or Appendix F (Glossary).

II. SYSTEM MAINTENANCE

Throughout the Term of the Agreement, Contractor shall provide Maintenance and Support Services for the System from Contractor's business premises and/or from County Facilities as further set forth below, twenty-four (24) hours per day, seven (7) days per week. County Staff must have the ability to submit a service request twenty-four (24) hours per day, seven (7) days per week for Maintenance and Support Services in person, via telephone, pager, facsimile, mail, electronic mail (e-mail) or any other reasonable means. Maintenance and Support Services shall include Contractor performing all Work outlined in this Appendix D, which Work shall be provided at no additional cost beyond the Maintenance and Support Fees expressly set forth in the Agreement:

A. General

1. Maintenance and Support Services shall commence in accordance with Paragraph 4.4 (Maintenance and Support Services) of the Agreement and shall continue for the Term hereof, if so elected by County. Contractor shall support all System Software in the version(s) and architecture then-existing as of the Effective Date including System Software at County’s Data Center and County’s Local Recovery Center. As new releases of the System Software are introduced, Contractor shall support at least the most recent and prior two (2) major version releases for the Term of this Agreement.

2. For Maintenance and Support Services, County’s primary contacts shall be the County’s Project Manager and County Staff who have been delegated responsibility for each major Component or group of Components of the System. Once identified, County shall notify Contractor within a reasonable time of any change to the identified Maintenance and Support Services contacts for County.

3. County will provide Contractor with information and assistance reasonably requested by Contractor as necessary to detect, simulate and correct any Deficiency or other failure of the System to operate in accordance with Specifications. Notwithstanding the foregoing, without limiting County’s rights pursuant to Paragraph 36 (Notice of Delays) of the Agreement and regardless of the level of assistance provided by County, Contractor is solely responsible for timely correction of all Deficiencies in accordance with Section II.D (Corrective Maintenance) of this Appendix D.

4. Contractor shall provide County with revised System Software, related Documentation and, if necessary, modified procedures, to correct any failure of the System to operate in accordance with Specifications.

5. Contractor shall provide System Software modifications, Updates, Enhancements, corrections, security and application patches, fixes, improvements, and new releases, including without limitation all generally
available commercial releases and Updates of any System Software
(collectively, “Enhancements”) to County on a regular basis and promptly
after Contractor’s creation or receipt thereof. For the avoidance of doubt,
Enhancements include Updates, improvements, fixes, security patches,
and new version releases as to all Third Party Software. Contractor shall
furthermore certify that all Enhancements are compatible with the System
prior to their installation in Production Use.

(6) Contractor shall create and provide all necessary Updates to Application
Software to keep current with County technology and security standards, as
well as industry standards in accordance with this Appendix D. Without
limiting the other provisions of this Agreement, such Updates shall be
provided to County at least once every year unless otherwise agreed upon
by County and Contractor. County shall notify Contractor in writing within
forty-five (45) days of the adoption or modification of any County technology
or security standard affecting the Application Software. Any required
Updates in respect of such new technology standards shall be provided
within a reasonable time, but not more than one (1) year after the County’s
notice to Contractor regarding the adoption thereof.

Except to the extent otherwise approved in writing by County’s Project
Manager, Contractor shall notify County of all such Updates to the
Application Software prior to the anticipated installation date. Contractor's
provision of such Updates to the Application Software shall be at no
additional cost to County beyond the Maintenance and Support Fees.

(7) Contractor will provide current, comprehensive Documentation for all
System Software in printable electronic format. Contractor shall maintain all
Documentation for Application Software so as to include all Enhancements
and procedural changes, ensuring that it is up-to-date and available at all
times throughout the Term. Contractor shall update and disseminate
Documentation simultaneous with the delivery to County of any
Enhancement or addition to the System or change in applicable procedure.

(8) Contractor will provide appropriate training for application support staff and
System administration staff for annual Updates, major software releases or
any other System Enhancement that involves significant new or different
functionality or procedures.

(9) In the event that a Third Party Software vendor changes its licensing
structure in a subsequent product version in a manner changing the number
of required licenses (e.g., concurrent Users becomes named Users),
Contractor shall promptly provide licenses sufficient to provide County with
the same level of use that County enjoyed under the previous licensing
structure at no additional cost to County.

(10) In the event of any security problem(s) (e.g., discovery of "back door",
database or other Application Software vulnerabilities, or other
intrusion-related problems) relating to System Software, whether identified
by Contractor, County or a third party, Contractor shall work with County
and third parties, as appropriate, to identify such vulnerabilities, coordinate
resolution and promptly validate any required System patches, unless
otherwise agreed by County as specified herein.

(11) Contractor shall provide all Maintenance and Support Services for Third
Party Software that is part of the System Software, including for avoidance
of doubt, all Updates and other Enhancements, regardless of whether the
license to such Third Party Software is obtained through Contractor or
through an extension of an existing County license with such Third Party
Software provider. Third Party Software versions installed as part of the
System shall be a version currently supported by the Third Party Software
vendor.

(12) In the event it is determined by County, Contractor or a third party that any
Update is required in order to maintain support from the Third Party
Software vendor or to maintain compatibility with the Application Software or
operating system, Contractor, at no additional cost to County, shall provide
County with an automated Workaround (as defined in Section II.D(3)(e)) to
protect the integrity of the Application Software and related data until such
time as the Deficiency is corrected. For avoidance of doubt, Compatibility
issues with Third Party Software will be subject to Section II.D (Corrective
Maintenance).

(13) Contractor shall provide Maintenance and Support Services for Custom
Programming Modifications (including for avoidance of doubt all report
designs), Interfaces and Conversions provided by Contractor (including
Updates to all of the foregoing), and all other Work required to maintain
compatibility of data, reports, Interfaces, Conversions and other Custom
Programming Modifications with any Enhancements provided in
accordance with this Agreement, in each case at no additional cost to
County.

(14) Any Updates or Enhancements required in order for the System Software to
remain compliant with applicable Federal, State, County and local laws,
rules, regulations, ordinances, directives, guidelines, policies and
procedures relating to County operations, including without limitation
MHSA Capital Facilities and Technological Needs Guidelines and
regulations issued by Federal agencies including but not limited to the IRS,
CMS, FDA, HHS, FTC and DOD, shall be provided to County at no
additional cost to County over the monthly Maintenance and Support Fees
set forth in Appendix C. Any such required Updates or Enhancements shall
be limited to the functionality of the System Software.

(15) For avoidance of doubt, Contractor will be expected to and agrees to
respond and reasonably assist County when there are System problems
which may or may not be the direct fault of Contractor at no additional cost
to County. These possible problems include without limitation, potential
incompatibilities or security related problems that may arise due to
hardware, software or other product integration issues, and may impact system performance.

(16) For use in responding to County’s maintenance and service requests, Contractor shall maintain an automated Service Request Tracking System (SRTS) with a description of each service request, response, and status. Contractor shall regularly review and update all open service requests and follow up on unresolved issues. Contractor will provide County “read only” access to the SRTS for County’s separate review of all open and closed County service requests. Each service request shall be detailed in an Internet accessible service request report, in an exportable format agreed upon by County, and shall include the following information:

(a) **Identification Number**: An automatically assigned unique identification number, which shall be used to track, document and respond to inquiries relating to a specific service request;

(b) **Date and Time**: The date and time the service request was initiated, which shall be used to document and/or monitor overall response and resolution time;

(c) **Person Initiating Service Request**: The name, title and telephone number of the person initiating the service request, who shall be the primary point of contact used for inquiries regarding the request, unless otherwise assigned by County’s Project Manager;

(d) **Call Taker**: Name of Contractor personnel taking the call or first receiving an electronically submitted service request;

(e) **Contractor Employee Currently Assigned**: The name and title of the Contractor employee currently managing the resolution;

(f) **Location**: Facility and/or Program information where the problem occurred;

(g) **Problem Priority Level**: (as indicated by the reporting County Staff and further defined in Section II.D(3) and in Section 1.9.1 of the Statement of Work);

(h) **Reference Number**: A County assigned reference number, if applicable;

(i) **Service Request Description**: A detailed description of the problem or Deficiency encountered or service requested;

(j) **Attached Documentation**: The identification or description of, and if available, copies of, documentation submitted by County with the service request to clarify the request, including screen prints, logs, report samples, etc.;

(k) **Service Request Type**: The service request type (e.g., software change, Deficiency, report request, etc.), as assigned by County, categorizes and specifies the type of request;
(l) **Service Request Subtype:** The service request subtype (e.g., specific function to be changed, specific function that is deficient, type of report change requested, etc.), as assigned by County, as a subcategory of the Service Request Type defined above in Section II.A(16)(k) of this Appendix D;

(m) **Resolution Description:** The Contractor’s analysis of the problem, and the proposed resolution (e.g., Update or other Enhancement);

(n) **Resolution Activity:** The Contractor’s resolution activities and activity dates to monitor resolution time (e.g., description of calls to and from Contractor and County, referrals to Contractor’s staff for correction or investigation, referrals to Third Party Software vendor, coordination of Update or Enhancement releases, validation of correction prior to release to County, etc.);

(o) **Estimated Fix Date:** The estimated date for Contractor to complete the service request;

(p) **Correction Applied Date:** The date Contractor applied the correction; and

(q) **Resolution Status:** The current status of the service request (e.g., open or closed).

(17) Contractor shall maintain a historical knowledge base of application related problems to identify patterns and facilitate timely resolution.

(18) Contractor shall make available technically qualified personnel (i.e., a help desk) to respond by telephone to all reasonable questions by County relating to the System during the Working Day. Contractor personnel shall document all such calls for assistance from County personnel in the SRTS referenced in Section II.A(16) above. Without limiting Contractor’s obligations in respect of e-mail, web, facsimile, and other support media, such telephone support shall be provided via a toll-free telephone number, and for ninety-five percent (95%) of all telephone calls from County to Contractor, County Staff shall not be kept on hold for more than two (2) minutes awaiting the initial substantive conversation with a Contractor help desk employee regarding the details of the service request. If the inquiry cannot immediately be resolved with an available, qualified Contractor technician, for calls of Level II, III or IV Priority (as defined in Section II.D (3)), a qualified Contractor technician shall return the telephone inquiry within one (1) Working Day. At County’s option, County may also submit System-related questions of Level II, III, or IV Priority (as defined in Section II.D(3)) to Contractor via e-mail or on Contractor’s web site, and a qualified Contractor technician shall respond to the inquiry within one (1) Working Day.

Without limiting the foregoing obligations and to avoid disruption to the provision of care to County’s clients, Contractor shall make available technically qualified personnel and shall include for escalation purposes
access to technical management personnel all of whom shall respond by
telephone to Level I Priority (as defined in Section II.D (3)), twenty-four (24)
hours per day, seven (7) days per week.

First level Contractor points of contact for Maintenance and Support
Services through the help desk, including without limitation as further set
forth in Sections II.A(16) and this item (18) as noted below, shall be as
follows:

Web Site:  
Telephone:  
Email:  
Fax:  

(19) Should Contractor determine that County personnel are consistently
inquiring about non-Deficiency related matters, based upon references in
the Documentation, or consistently miscategorizing the Priority Level of
reported issues, Contractor shall promptly contact County’s Project
Manager and the parties shall, in good faith, cooperate in an effort to avoid
or reduce inquiries with respect to such matters. In the event that the
Parties are unable to reach agreement, the issues shall be addressed
pursuant to the procedures set forth in Paragraph 59 (Dispute Resolution
Procedure) of the Agreement.

(20) In the event that an issue requiring Corrective Maintenance (as defined
below) is not remedied by Contractor in an expedient manner, County’s
Project Manager or his/her designee, in County’s sole judgment, may
escalate the Corrective Maintenance issue within Contractor’s service
management levels and, if necessary, application or contract management
levels. Contractor shall provide County with a complete organizational chart
for all Contractor personnel in the escalation hierarchy or otherwise involved
in the provision of Maintenance and Support Services Work hereunder. The
organizational chart shall include staff name, position, telephone and e-mail
address. Contractor shall provide County with an updated organizational
chart as support or management changes occur.

B. Remote Access and On-Site Support

(1) County shall provide appropriate access through its network by which
Contractor may, in each case with the prior express permission of County’s
Project Manager or his/her designee, remotely access the System for the
purpose of remote diagnostics and support. Contractor shall furthermore
provide any required on-site support, as reasonably determined by County,
to ensure timely Maintenance and Support Services. Contractor shall be
responsible for all costs and expenses, including travel expenses, incurred
in the provision of on-site support.

(2) Contractor agrees that the System Software (including all Documentation
and all Enhancements, and otherwise as required pursuant to this
Agreement) shall be fully delivered in electronic form. County agrees to facilitate electronic delivery of System Software by: (a) providing secure authorized access to upload facilities to designated Contractor technical staff responsible for delivering such software electronically; (b) providing appropriate high-speed internet connectivity; (c) providing a method to back-up and recover such software; and (d) providing or acquiring other items or services reasonably required, as determined by County’s Project Manager, to assure such software delivered is adequately protected and readily available in a timely manner for testing and implementation processes. Except to the extent otherwise agreed by County’s Project Manager in advance in writing, Contractor shall not deliver or provide any System Software or related Documentation or training materials other than in electronic form, whether in print, on tangible electronic media or otherwise. Failure by County to reject any such items shall not be construed as Acceptance by County or as completed delivery by Contractor.

C. Preventive Maintenance

(1) County and Contractor shall collaborate to schedule and provide continual preventative maintenance for the System to ensure that the System and all Components thereof are functioning in accordance with this Agreement. Such preventative maintenance Tasks shall include, but are not limited to the following:

(a) Updates for Application Software, Interfaces and other System Software;

(b) Application communication configuration for System Software; and

(c) Review of error and other logs to ensure any required Corrective Maintenance is anticipated to the extent possible and in any event timely detected and performed.

(2) Contractor shall use their best efforts to assure unscheduled preventive maintenance shall not disrupt System functioning in accordance with this Agreement, however, County recognizes that regularly scheduled routine preventive maintenance may be required which will require scheduled System downtime. Contractor agrees that the combined System unavailability due to such routine scheduled maintenance shall not exceed an average of four (4) hours per month and not more than six (6) hours in any single month during any calendar month. Any excess scheduled downtime not agreed in writing in advance by County in accordance with this Section, or pursuant to Section V as to non-routine maintenance, shall be treated as Downtime in accordance with Section V.A.

(3) Contractor shall develop and maintain an electronic preventive maintenance checklist, mutually agreed upon between County and Contractor. This checklist will document vendor preventive maintenance activities, relevant dates and preventive maintenance results on a schedule
mutually agreed upon between County and Contractor. Contractor shall make available to County a complete electronic repository of these preventive checklists (including for avoidance of doubt records of all prior preventive maintenance activity).

304 (4) Contractor shall maintain compatibility of the System Software with new hardware, firmware, operating system software versions, database software versions, Third Party Software and configurations. Contractor shall provide quality assurance, testing processes and Corrective Maintenance in collaboration with County Staff to ensure any Custom Program Modification or Enhancement is suitable for release.

310 (5) Contractor at County’s request shall participate in monthly planning and technical conference call meetings to coordinate preventive maintenance activities with County’s Data Center and Local Recovery Center staff and County technical staff responsible for technical System support and maintenance. Preventive maintenance by Contractor shall also include without limitation reasonable testing and problem resolution activities related to the installation of patches or fixes to operating system and database software (including any required Corrective Maintenance).

318 Contractor shall work collaboratively with County in performing preventive maintenance of the System Hardware, operating system and database management system. Contractor shall provide consultation as appropriate for the support, testing, training and deployment of databases and database changes, for preproduction and Production Use in all environments as County deems necessary.

D. Corrective Maintenance

324 (1) As part of Maintenance and Support Services, Contractor shall perform corrective maintenance to correct any failure of System and to remedy all Deficiencies (collectively, “Corrective Maintenance”) such that the System will operate in full accordance with the Specifications and/or to restore County to normal business operations in the event of any disruption.

330 (2) In the event that a need for Corrective Maintenance by Contractor is discovered by County before Contractor’s discovery thereof, County will notify Contractor of the need for Corrective Maintenance. In the event that Contractor discovers the need for Corrective Maintenance on any Component of the System, Contractor will notify County of such discovery immediately. Contractor shall utilize the SRTS described in Section II.A(16) to log, track, maintain and report all Corrective Maintenance performed as it pertains to its respective incident.

338 (3) County’s Project Manager or his/her designee, in such person’s sole judgment, will determine the severity level of an error, malfunction or other Deficiency and designate it as Level I, Level II, Level III, or Level IV Priority, as defined below (and further subject to modification pursuant to Section II.D(4) or Section II.D(8)): 
(a) "Level I Priority" means an error, malfunction or other Deficiency, which significantly impairs County's normal business operations (e.g., compromises patient safety, patient care, administrative or claims processing operations). By way of example and without limitation, this includes a Deficiency that causes the Application Software or any Component thereof to halt processing or is causing data integrity failures, problems or issues, and in each case for which no reasonable Workaround is currently developed, implemented and Accepted.

(b) "Level II Priority" means an error, malfunction or other Deficiency, which causes substantial inconsistencies or irregularities, but does not significantly impair County’s normal business operations and for which no reasonable Workaround is currently developed, implemented and Accepted. By way of example and without limitation, Level II Priority includes a Deficiency that is deterring Users from meeting regular schedules (in a manner not rising to the level of significantly impairing County’s business operations), and fails to meet the applicable Response Time Requirements (as set forth in Schedule D.1 (Response Time Requirements)) by fifty percent (50%) or more, but not so much as to render the System materially unusable.

(c) “Level III Priority” means an error, malfunction or other Deficiency, previously classified as a Level I or Level II, for which a Workaround has been implemented and Accepted, but such error or malfunction is continuing to persist. Level III Priority additionally includes any deviation from applicable Response Time Requirements of less than fifty percent (50%).

(d) "Level IV Priority" means an error, malfunction or Deficiency, regardless if a Workaround exists, which has little or no consequence on County's normal business operations.

(e) “Workaround” means, for purposes of this Appendix D, an alternative System procedure made available by Contractor to County to provide alternative functional operation so as to render a Deficiency categorized as a Level I or Level II Priority to be classified as a Level III Priority by causing it to no longer significantly impair County’s normal business operations or cause substantial inconsistencies or irregularities. For avoidance of doubt, the determination of whether any proposed or actual Corrective Maintenance comprises a Workaround or final resolution of the applicable Deficiency shall be at the sole discretion of County’s Project Director.

(4) Upon the second and subsequent recurrence of the same Deficiency within any three (3) month period, such Deficiency shall be escalated one level in priority and such recurrence added to the historical knowledge base as set
forth in Section II.A(17). By way of example, a Level III Priority Deficiency that recurs within thirty (30) days following the prior occurrence shall be treated on the second occurrence as a Level II Priority; provided, however, that those Deficiencies which by their nature are repeated on numerous occasions shall not be escalated in such manner unless either the Deficiency itself or the nature of the effect on County’s business operations changes, cumulatively or otherwise, in the judgment of County’s Project Manager.

(5) Contractor shall provide Corrective Maintenance in accordance with this Section II.D, as described below. The time periods described shall begin with the earlier of first contact by County or first discovery by Contractor for Level I Priority issues. For issues of Level II Priority, Level III Priority, and Level IV Priority, if the first contact by County or discovery by Contractor is not during the Working Day, the time period shall begin at the start of the next Working Day; otherwise it shall occur at the first contact by County.

(a) For Level I Priority Deficiencies, Contractor shall provide action directed towards resolution within one (1) hour of first contact by County regarding or discovery by Contractor of such Deficiency, and use continuous best effort until the problem is resolved. If not corrected or if a reasonable Workaround is not provided within four (4) hours, then without limiting County’s other rights or remedies hereunder, Service Credits may be applied pursuant to Section VI (Service Credits) of this Appendix D.

(b) For Level II Priority Deficiencies, Contractor shall provide ongoing and diligent action to correct the failure of System to operate in accordance with Specifications. If not corrected or if a reasonable Workaround is not provided within twenty-four (24) hours of first contact by County regarding or discovery by Contractor of such Deficiency, then without limiting County’s other rights or remedies hereunder, Service Credits may be applied pursuant to Section VI (Service Credits) of this Appendix D.

(c) For Level III Priority Deficiencies, Contractor shall provide ongoing and diligent action to correct the failure of System to operate in accordance with Specifications. If not corrected within seventy-two (72) hours of first contact by County regarding or discovery by Contractor of such Deficiency, then without limiting County’s other rights or remedies hereunder, Service Credits may be applied pursuant to Section VI (Service Credits) of this Appendix D.

(d) For Level IV Priority Deficiencies, commencing with first contact by County regarding or discovery by Contractor of such Deficiency, Contractor shall provide ongoing and diligent action to correct the failure of System to operate in accordance with Specifications. If not corrected within a reasonable and agreed-upon time period, then without limiting County’s other rights or remedies hereunder,
(6) County will install and test proposed corrections to Deficiencies in accordance with its procedure for installing and testing System Updates. Updates shall operate in Production Use for not less than fifteen (15) days without recurrence of the Deficiency in question prior to any Acceptance (or effectiveness thereof) of such Update.

(7) Contractor shall not deem closed or remedied a reported Deficiency until the root cause is documented and the County has Accepted a correction in accordance herewith.

(8) County, in its sole discretion, may escalate or downgrade the severity level of a Deficiency (provided that, if escalated, the Deficiency meets the requirement of the new level so selected as set forth in Section II.D(3), or the escalation is otherwise expressly provided for in this Section II. D). At the time the Deficiency is escalated or downgraded, upon notification of Contractor of such change in severity level, a new appropriate timeline will be applied for resolution of such Deficiency in accordance with this Section II.D.

III. COUNTY RESPONSIBILITIES

A. County shall identify County Staff authorized to initiate service requests. County will notify Contractor in writing of all authorized personnel.

B. County shall be responsible for determining the severity level assigned to each service request or Deficiency discovered by County or Contractor. Without limiting Contractor’s obligations in respect of Deficiencies discovered by Contractor, County shall be responsible for initiating service requests by contacting Contractor in accordance with Section II (System Maintenance) of this Appendix D for any County-discovered Deficiencies.

C. After the completion of the requested Work, County’s Project Manager or his/her designee shall be solely responsible for approval of Work provided in response to service requests.

IV. SYSTEM PERFORMANCE REQUIREMENTS

The Response Time Requirements set forth in Schedule D.1 (Response Time Requirements) to this Appendix D specify the minimum performance requirements for the System Software Components of the IBHIS System, which without limiting Contractor’s obligations will be monitored by County during the term of this Agreement. For purposes of this Appendix D and this Agreement generally, the System’s failure to meet the System Performance Requirements constitutes a Deficiency (collectively for the purpose of this Appendix D, a “Response Time Deficiency”). Without limiting Contractor’s other
obligations hereunder, subject to, and in accordance with, Paragraph 9.8 (Response Time Warranty) of the Agreement, Contractor shall correct all Response Time Deficiencies.

Schedule D.1 (Response Time Requirements) to this Appendix D describes each System Performance Requirements category, the definition of each category, the minimum performance level and method of performance measurement.

A. Contractor will assist County in troubleshooting the problems and determining the root cause of any failure of System Hardware (including network infrastructure) to comply with the Specifications or Contractor or the System to otherwise fail to meet the System Performance Requirements hereof. The Service Credits listed in the Agreement will only be assessed in cases in which the System Software suffers a Deficiency or Contractor is otherwise determined by County in its reasonable discretion to be at fault or in which the Contractor’s recommended System Hardware configuration as set forth in Appendix B.4 (System Hardware Response) proves inadequate.

B. Contractor shall provide County with Response Time measurement program(s) (hereafter “Measurement Tools”) capable of directly and accurately making all measurements relevant to the Response Time performance levels set forth in this Appendix D, including but not limited to those described in Schedule D.1 (Response Time Requirements). The methodology employed by such tool(s) shall be consistent with that set forth in Sections IV.D and IV.F.

C. County may independently measure System Response Time performance at any time using the Measurement Tools or other reasonable means. Without limiting County’s right to independently measure System performance, County may, from time to time, request that Contractor use the Measurement Tools to evaluate and report System performance relative to the System Performance Requirements set forth herein. Contractor shall so evaluate and report on System performance in accordance with a monitoring plan mutually agreed between County’s Project Manager and Contractor’s Project Manager pursuant to the County’s request.

D. Except as otherwise set forth in Section IV. F for Transaction Processing Response Time, the Response Time for a particular operation means the elapsed time for any such operation as measured from the commencement or launch of such functionality until its completion, as evidenced by the completed System response. Response Time measurement for the System will begin concurrent with Task 8.5 (Conduct System Performance Test) of the Statement of Work.

E. If Contractor recommends an Update, repair or replacement of any Component of the System in order to remedy a Response Time Deficiency, County shall make such Update, repair or replacement in accordance with Contractor’s recommendation. The cost of such System alteration shall be allocated in accordance with Paragraph 9.8 (Response Time Warranty) of the Agreement.

F. “Transaction Processing Response Time” for the purpose of this Appendix D and Response Time measurement shall be defined as the time period commencing when a request is received by the IBHIS intranet web server, continuing while processed by the Application Software and database servers, up through sending
the result to the intranet web server, and completing when the transaction results
are sent from the IBHIS intranet web server back to the User. Without limiting the
foregoing, Transaction Processing Response Time includes any business
requirement processing, calculations, User interface preparation, communication
between the web, application, and database servers (within the IBHIS dedicated
server network), and database activity.

G. Notwithstanding any of the foregoing, on the date six (6) months before the third
anniversary of the date of Final System Acceptance (for avoidance of doubt, the
date of County’s execution of the applicable Task/Deliverable Acceptance
Certificate), and again every three (3) years from the date thereof, or such other
date as mutually agreed by the Parties, not more often than every third (3rd)
calendar year, Contractor and County shall meet and confer to consider whether to
adopt new System Hardware Specifications in light of County’s transaction
volumes, changes to the System Software, advances in computer hardware and/or
software, and/or changes in hardware or software requirements of broad
applicability within County or DMH. Upon reaching any agreement to change the
Specifications of the System Hardware, a new Appendix B.4 (System Hardware
Response) shall be drafted to reflect such new Specifications and adopted via a
Change Notice, which shall specify the date as of which the System Hardware
Specifications shall be altered. Upon such date and thereafter until any
subsequent revision, such new specifications shall be considered for all purposes
hereunder the System Hardware Specifications.

V. SYSTEM RELIABILITY

A. System non-availability due to application error, malfunction, or Deficiency in the
Application Software, or due to System maintenance activity other than in
accordance with the scheduling parameters set forth in Sections II.C and V, shall
be defined for the purpose of this Appendix D as “Downtime”. Examples of
Downtime include without limitation:

1. Two (2) or more County Facilities cannot access the System; or
2. Any functional Component or Interface is not available.

B. County requires that there be no unscheduled Downtime for routine maintenance
of the Application Software with the exception of that granted under
Section II.C (2).

County will accept occasional scheduled Downtime for significant non-routine
Updates and maintenance to be scheduled by Contractor only with County’s prior
written approval and at County’s discretion. Such scheduled Downtime for
non-routine maintenance shall not occur more than four (4) times per year and
shall not last more than four (4) hours per occurrence. Non-routine maintenance
includes such tasks as major System Software version Updates. Contractor shall
use best efforts to keep scheduled Downtime for non-routine maintenance to a
minimum.
VI. SERVICE CREDITS

A. General

Without limiting any other rights and remedies available to County, Service Credits shall accrue under this Appendix D for Contractor’s failure to maintain System reliability, for Contractor’s failure to provide timely Corrective Maintenance and for the System’s failure to satisfy Response Time Requirements, all as described in more detail below. The amount of the Service Credit will depend on the extent and duration of Contractor’s continuing failures.

To the extent Downtime or other Deficiencies result from use of the System by County other than in accordance with the Specifications, County’s entitlement to any Service Credits in respect of such Deficiencies shall be accordingly reduced, provided and only to the extent that Contractor notifies County, in writing, of the details of the alleged misuse within twenty-four (24) hours of Contractor’s reasonably timely discovery thereof. County shall review such allegation and shall notify Contractor in writing, within five (5) Working Days, of County’s agreement or disagreement therewith. In the event County disagrees with Contractor’s allegation(s) of misuse, County shall apply Service Credits in accordance herewith, subject to the provisions of Paragraph 59 (Dispute Resolution Procedure) of the Agreement.

B. System Reliability

(1) The “System Reliability Percentage” shall be calculated by adding up the total amount of Downtime, rounded to the nearest minute, which occurs during any calendar month and subtracting that amount from the System maximum operational use time (1440 minutes in a day multiplied by ‘x’ days in the calendar month = 100%) and dividing the difference by the System maximum operational use time. The resulting quotient will then be multiplied by one hundred (100) to determine the reliability percentage.

(2) Service Credits shall be accrued for any month during which System Reliability Percentage is less than 99.9%, in the amount of one (1) month of the Maintenance and Support Fees specified in Appendix C (Price and Schedule of Payments). This amount shall be in addition to any amounts accrued under Section VI.C(1) for Contractor’s failure to meet required Corrective Maintenance response times.

C. Corrective Maintenance Response Time Failures

(1) If Contractor fails to provide Corrective Maintenance on a timely basis in accordance with Section II.D (Corrective Maintenance) of this Appendix D, then in each instance Service Credits shall accrue for the benefit of County, calculated as set forth below:

(a) For Level I Priority Deficiencies, Service Credit equal to one thirtyieth (1/30) of the monthly Maintenance and Support Fee shall accrue for each four (4) hours the Deficiency continues without successful and Accepted completion of either a final resolution through Corrective
(b) For Level II Priority Deficiencies, Service Credit equal to one thirtieth (1/30) of the monthly Maintenance and Support Fee shall accrue for each twenty-four (24) hours the Deficiency continues without successful and Accepted completion of either a final resolution through Corrective Maintenance or a Workaround, beginning twenty-four (24) hours after the earlier of the time Contractor first discovers the Deficiency, or the time Contractor first receives notice from County thereof.

(c) For Level III Priority Deficiencies, Service Credit equal to one thirtieth (1/30th) of the monthly Maintenance and Support Fee shall accrue for each five (5) Working Days one or more Level III Priority errors or malfunctions continue without an Accepted final resolution through Corrective Maintenance or otherwise beyond: (i) in the case of Deficiencies downgraded from a Level I Priority with a Workaround, five (5) Working Days from the Accepted implementation of the Workaround; (ii) in the case of Deficiencies downgraded from a Level II Priority with a Workaround, ten (10) Working Days from the Accepted implementation of the Workaround; and (iii) in all other cases, ninety (90) days from the earlier of the time Contractor discovers the Deficiency, or the time Contractor receives notice from County thereof.

(2) Any attempted repair, reconfiguration of, or other Enhancement to the System Software in order to resolve a Deficiency shall be deemed effective only if the System Software thereafter complies with the Specifications hereunder in all respects applicable to such Deficiency, including without limitation any applicable Response Time or volume metrics, for an uninterrupted fifteen (15) day period in full Production Use subsequent to such repair or Enhancement. If the System fails to complete this fifteen (15) day period of uninterrupted compliance, such repair or Enhancement shall be deemed to be and treated as if ineffective to cure the original Deficiency, and Service Credits, if any, shall continue to accrue from the date of the originally reported Deficiency in question.

VII. DECOMMISSIONED HARDWARE

In the course of Contractor providing Maintenance and Support Services, should any Component of System Hardware be decommissioned, Contractor shall, if requested by County’s Project Manager, work with County Staff to remove the equipment from the System configuration and otherwise make any adjustments to the System to accommodate removal of the decommissioned System Hardware. For example, if any System Hardware is replaced pursuant to Section IV.E of this Appendix D, upon request
by County’s Project Manager, Contractor shall work with County Staff to remove such System Hardware from the System configuration in accordance with this Section VII.
## SCHEDULE D.1 – RESPONSE TIME REQUIREMENTS

<table>
<thead>
<tr>
<th>System Performance Category</th>
<th>System Performance Definition</th>
<th>Minimum Performance Level</th>
<th>Method of Performance Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Application Response Time for User Transactions (screen to screen, screen load, field load or drop down menu)</strong></td>
<td>The Transaction Processing Response Time for the Application Software to complete a single case &quot;screen to screen&quot; transaction other than report generation.</td>
<td>99.5% completed within one (1) second</td>
<td>Response Time Monitoring / Testing</td>
</tr>
<tr>
<td><strong>Application Response Time for User Transactions (record update)</strong></td>
<td>The Transaction Processing Response Time for the Application Software to complete a record update transaction.</td>
<td>99.5% completed within one (1) second</td>
<td>Response Time Monitoring / Testing</td>
</tr>
<tr>
<td><strong>Online Contractor Standard Report Generation Time (&lt;51 pages)</strong></td>
<td>The Transaction Processing Response Time for the Application Software to generate a 1 – 50 page report. (Does not include the time to print the report.)</td>
<td>99.5% completed within five (5) seconds</td>
<td>Response Time Monitoring / Testing Incident Reports Transaction Logs</td>
</tr>
<tr>
<td><strong>Online Contractor Standard Report Generation Time (51-100 pages)</strong></td>
<td>The Transaction Processing Response Time for the Application Software to generate a 51 – 100 page report. (Does not include the time to print the report.)</td>
<td>99.5% completed within ten (10) seconds</td>
<td>Response Time Monitoring / Testing Incident Reports Transaction Logs</td>
</tr>
</tbody>
</table>