

**APPENDIX D**

**MAINTENANCE AND SUPPORT SERVICES**



**Integrated Behavioral Health  
Information System**

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1 **I. INTRODUCTION**

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

5 **II. SYSTEM MAINTENANCE**

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

15 A. General

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

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

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

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

41 (5) Contractor shall provide System Software modifications, Updates,  
42 Enhancements, corrections, security and application patches, fixes,  
43 improvements, and new releases, including without limitation all generally



- 44 available commercial releases and Updates of any System Software  
45 (collectively, "Enhancements") to County on a regular basis and promptly  
46 after Contractor's creation or receipt thereof. For the avoidance of doubt,  
47 Enhancements include Updates, improvements, fixes, security patches,  
48 and new version releases as to all Third Party Software. Contractor shall  
49 furthermore certify that all Enhancements are compatible with the System  
50 prior to their installation in Production Use.
- 51 (6) Contractor shall create and provide all necessary Updates to Application  
52 Software to keep current with County technology and security standards, as  
53 well as industry standards in accordance with this Appendix D. Without  
54 limiting the other provisions of this Agreement, such Updates shall be  
55 provided to County at least once every year unless otherwise agreed upon  
56 by County and Contractor. County shall notify Contractor in writing within  
57 forty-five (45) days of the adoption or modification of any County technology  
58 or security standard affecting the Application Software. Any required  
59 Updates in respect of such new technology standards shall be provided  
60 within a reasonable time, but not more than one (1) year after the County's  
61 notice to Contractor regarding the adoption thereof.
- 62 Except to the extent otherwise approved in writing by County's Project  
63 Manager, Contractor shall notify County of all such Updates to the  
64 Application Software prior to the anticipated installation date. Contractor's  
65 provision of such Updates to the Application Software shall be at no  
66 additional cost to County beyond the Maintenance and Support Fees.
- 67 (7) Contractor will provide current, comprehensive Documentation for all  
68 System Software in printable electronic format. Contractor shall maintain all  
69 Documentation for Application Software so as to include all Enhancements  
70 and procedural changes, ensuring that it is up-to-date and available at all  
71 times throughout the Term. Contractor shall update and disseminate  
72 Documentation simultaneous with the delivery to County of any  
73 Enhancement or addition to the System or change in applicable procedure.
- 74 (8) Contractor will provide appropriate training for application support staff and  
75 System administration staff for annual Updates, major software releases or  
76 any other System Enhancement that involves significant new or different  
77 functionality or procedures.
- 78 (9) In the event that a Third Party Software vendor changes its licensing  
79 structure in a subsequent product version in a manner changing the number  
80 of required licenses (e.g., concurrent Users becomes named Users),  
81 Contractor shall promptly provide licenses sufficient to provide County with  
82 the same level of use that County enjoyed under the previous licensing  
83 structure at no additional cost to County.
- 84 (10) In the event of any security problem(s) (e.g., discovery of "back door",  
85 database or other Application Software vulnerabilities, or other  
86 intrusion-related problems) relating to System Software, whether identified  
87 by Contractor, County or a third party, Contractor shall work with County



88 and third parties, as appropriate, to identify such vulnerabilities, coordinate  
89 resolution and promptly validate any required System patches, unless  
90 otherwise agreed by County as specified herein.

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

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

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

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

126 (15) For avoidance of doubt, Contractor will be expected to and agrees to  
127 respond and reasonably assist County when there are System problems  
128 which may or may not be the direct fault of Contractor at no additional cost  
129 to County. These possible problems include without limitation, potential  
130 incompatibilities or security related problems that may arise due to



- 131 hardware, software or other product integration issues, and may impact  
132 System performance.
- 133 (16) For use in responding to County's maintenance and service requests,  
134 Contractor shall maintain an automated Service Request Tracking System  
135 (SRTS) with a description of each service request, response, and status.  
136 Contractor shall regularly review and update all open service requests and  
137 follow up on unresolved issues. Contractor will provide County "read only"  
138 access to the SRTS for County's separate review of all open and closed  
139 County service requests. Each service request shall be detailed in an  
140 Internet accessible service request report, in an exportable format agreed  
141 upon by County, and shall include the following information:
- 142 (a) Identification Number: An automatically assigned unique  
143 identification number, which shall be used to track, document and  
144 respond to inquiries relating to a specific service request;
- 145 (b) Date and Time: The date and time the service request was initiated,  
146 which shall be used to document and/or monitor overall response  
147 and resolution time;
- 148 (c) Person Initiating Service Request: The name, title and telephone  
149 number of the person initiating the service request, who shall be the  
150 primary point of contact used for inquiries regarding the request,  
151 unless otherwise assigned by County's Project Manager;
- 152 (d) Call Taker: Name of Contractor personnel taking the call or first  
153 receiving an electronically submitted service request;
- 154 (e) Contractor Employee Currently Assigned: The name and title of the  
155 Contractor employee currently managing the resolution;
- 156 (f) Location: Facility and/or Program information where the problem  
157 occurred;
- 158 (g) Problem Priority Level: (as indicated by the reporting County Staff  
159 and further defined in Section II.D(3) and in Section 1.9.1 of the  
160 Statement of Work);
- 161 (h) Reference Number: A County assigned reference number, if  
162 applicable;
- 163 (i) Service Request Description: A detailed description of the problem  
164 or Deficiency encountered or service requested;
- 165 (j) Attached Documentation: The identification or description of, and if  
166 available, copies of, documentation submitted by County with the  
167 service request to clarify the request, including screen prints, logs,  
168 report samples, etc.;
- 169 (k) Service Request Type: The service request type (e.g., software  
170 change, Deficiency, report request, etc.), as assigned by County,  
171 categorizes and specifies the type of request;



- 172 (l) Service Request Subtype: The service request subtype (e.g.,  
173 specific function to be changed, specific function that is deficient,  
174 type of report change requested, etc.), as assigned by County, as a  
175 subcategory of the Service Request Type defined above in Section  
176 II.A(16)(k) of this Appendix D;
- 177 (m) Resolution Description: The Contractor's analysis of the problem,  
178 and the proposed resolution (e.g., Update or other Enhancement);
- 179 (n) Resolution Activity: The Contractor's resolution activities and  
180 activity dates to monitor resolution time (e.g., description of calls to  
181 and from Contractor and County, referrals to Contractor's staff for  
182 correction or investigation, referrals to Third Party Software vendor,  
183 coordination of Update or Enhancement releases, validation of  
184 correction prior to release to County, etc.);
- 185 (o) Estimated Fix Date: The estimated date for Contractor to complete  
186 the service request;
- 187 (p) Correction Applied Date: The date Contractor applied the  
188 correction; and
- 189 (q) Resolution Status: The current status of the service request (e.g.,  
190 open or closed).
- 191 (17) Contractor shall maintain a historical knowledge base of application related  
192 problems to identify patterns and facilitate timely resolution.
- 193 (18) Contractor shall make available technically qualified personnel (i.e., a help  
194 desk) to respond by telephone to all reasonable questions by County  
195 relating to the System during the Working Day. Contractor personnel shall  
196 document all such calls for assistance from County personnel in the SRTS  
197 referenced in Section II.A(16) above. Without limiting Contractor's  
198 obligations in respect of e-mail, web, facsimile, and other support media,  
199 such telephone support shall be provided via a toll-free telephone number,  
200 and for ninety-five percent (95%) of all telephone calls from County to  
201 Contractor, County Staff shall not be kept on hold for more than two (2)  
202 minutes awaiting the initial substantive conversation with a Contractor help  
203 desk employee regarding the details of the service request. If the inquiry  
204 cannot immediately be resolved with an available, qualified Contractor  
205 technician, for calls of Level II, III or IV Priority (as defined in Section II.D  
206 (3)), a qualified Contractor technician shall return the telephone inquiry  
207 within one (1) Working Day. At County's option, County may also submit  
208 System-related questions of Level II, III, or IV Priority (as defined in Section  
209 II.D(3)) to Contractor via e-mail or on Contractor's web site, and a qualified  
210 Contractor technician shall respond to the inquiry within one (1) Working  
211 Day.
- 212 Without limiting the foregoing obligations and to avoid disruption to the  
213 provision of care to County's clients, Contractor shall make available  
214 technically qualified personnel and shall include for escalation purposes



215 access to technical management personnel all of whom shall respond by  
216 telephone to Level I Priority (as defined in Section II.D (3)), twenty-four (24)  
217 hours per day, seven (7) days per week.

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

222 Web Site: \_\_\_\_\_

223 Telephone: \_\_\_\_\_

224 Email: \_\_\_\_\_

225 Fax: \_\_\_\_\_

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

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

246 **B. Remote Access and On-Site Support**

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

255 (2) Contractor agrees that the System Software (including all Documentation  
256 and all Enhancements, and otherwise as required pursuant to this



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

273 C. Preventive Maintenance

- 274 (1) County and Contractor shall collaborate to schedule and provide continual  
275 preventative maintenance for the System to ensure that the System and all  
276 Components thereof are functioning in accordance with this Agreement.  
277 Such preventative maintenance Tasks shall include, but are not limited to  
278 the following:
- 279 (a) Updates for Application Software, Interfaces and other System  
280 Software;
  - 281 (b) Application communication configuration for System Software; and
  - 282 (c) Review of error and other logs to ensure any required Corrective  
283 Maintenance is anticipated to the extent possible and in any event  
284 timely detected and performed.
- 285 (2) Contractor shall use their best efforts to assure unscheduled preventive  
286 maintenance shall not disrupt System functioning in accordance with this  
287 Agreement, however, County recognizes that regularly scheduled routine  
288 preventive maintenance may be required which will require scheduled  
289 System downtime. Contractor agrees that the combined System  
290 unavailability due to such routine scheduled maintenance shall not exceed  
291 an average of four (4) hours per month and not more than six (6) hours in  
292 any single month during any calendar month. Any excess scheduled  
293 downtime not agreed in writing in advance by County in accordance with  
294 this Section, or pursuant to Section V as to non-routine maintenance, shall  
295 be treated as Downtime in accordance with Section V.A.
- 296 (3) Contractor shall develop and maintain an electronic preventive  
297 maintenance checklist, mutually agreed upon between County and  
298 Contractor. This checklist will document vendor preventive maintenance  
299 activities, relevant dates and preventive maintenance results on a schedule



300 mutually agreed upon between County and Contractor. Contractor shall  
301 make available to County a complete electronic repository of these  
302 preventive checklists (including for avoidance of doubt records of all prior  
303 preventive maintenance activity).

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

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

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

324 D. Corrective Maintenance

325 (1) As part of Maintenance and Support Services, Contractor shall perform  
326 corrective maintenance to correct any failure of System and to remedy all  
327 Deficiencies (collectively, "Corrective Maintenance") such that the System  
328 will operate in full accordance with the Specifications and/or to restore  
329 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  
331 discovered by County before Contractor's discovery thereof, County will  
332 notify Contractor of the need for Corrective Maintenance. In the event that  
333 Contractor discovers the need for Corrective Maintenance on any  
334 Component of the System, Contractor will notify County of such discovery  
335 immediately. Contractor shall utilize the SRTS described in Section II.A(16)  
336 to log, track, maintain and report all Corrective Maintenance performed as  
337 it pertains to its respective incident.

338 (3) County's Project Manager or his/her designee, in such person's sole  
339 judgment, will determine the severity level of an error, malfunction or other  
340 Deficiency and designate it as Level I, Level II, Level III, or Level IV Priority,  
341 as defined below (and further subject to modification pursuant to Section  
342 II.D(4) or Section II.D(8)):



- 343 (a) "Level I Priority" means an error, malfunction or other Deficiency,  
344 which significantly impairs County's normal business operations  
345 (e.g., compromises patient safety, patient care, administrative or  
346 claims processing operations). By way of example and without  
347 limitation, this includes a Deficiency that causes the Application  
348 Software or any Component thereof to halt processing or is causing  
349 data integrity failures, problems or issues, and in each case for  
350 which no reasonable Workaround is currently developed,  
351 implemented and Accepted.
- 352 (b) "Level II Priority" means an error, malfunction or other Deficiency,  
353 which causes substantial inconsistencies or irregularities, but does  
354 not significantly impair County's normal business operations and for  
355 which no reasonable Workaround is currently developed,  
356 implemented and Accepted. By way of example and without  
357 limitation, Level II Priority includes a Deficiency that is deterring  
358 Users from meeting regular schedules (in a manner not rising to the  
359 level of significantly impairing County's business operations), and  
360 fails to meet the applicable Response Time Requirements (as set  
361 forth in Schedule D.1 (Response Time Requirements)) by fifty  
362 percent (50%) or more, but not so much as to render the System  
363 materially unusable.
- 364 (c) "Level III Priority" means an error, malfunction or other Deficiency,  
365 previously classified as a Level I or Level II, for which a Workaround  
366 has been implemented and Accepted, but such error or malfunction  
367 is continuing to persist. Level III Priority additionally includes any  
368 deviation from applicable Response Time Requirements of less  
369 than fifty percent (50%).
- 370 (d) "Level IV Priority" means an error, malfunction or Deficiency,  
371 regardless if a Workaround exists, which has little or no  
372 consequence on County's normal business operations.
- 373 (e) "Workaround" means, for purposes of this Appendix D, an  
374 alternative System procedure made available by Contractor to  
375 County to provide alternative functional operation so as to render a  
376 Deficiency categorized as a Level I or Level II Priority to be  
377 classified as a Level III Priority by causing it to no longer  
378 significantly impair County's normal business operations or cause  
379 substantial inconsistencies or irregularities. For avoidance of  
380 doubt, the determination of whether any proposed or actual  
381 Corrective Maintenance comprises a Workaround or final resolution  
382 of the applicable Deficiency shall be at the sole discretion of  
383 County's Project Director.
- 384 (4) Upon the second and subsequent recurrence of the same Deficiency within  
385 any three (3) month period, such Deficiency shall be escalated one level in  
386 priority and such recurrence added to the historical knowledge base as set



- 387 forth in Section II.A(17). By way of example, a Level III Priority Deficiency  
388 that recurs within thirty (30) days following the prior occurrence shall be  
389 treated on the second occurrence as a Level II Priority; provided, however,  
390 that those Deficiencies which by their nature are repeated on numerous  
391 occasions shall not be escalated in such manner unless either the  
392 Deficiency itself or the nature of the effect on County's business operations  
393 changes, cumulatively or otherwise, in the judgment of County's Project  
394 Manager.
- 395 (5) Contractor shall provide Corrective Maintenance in accordance with this  
396 Section II.D, as described below. The time periods described shall begin  
397 with the earlier of first contact by County or first discovery by Contractor for  
398 Level I Priority issues. For issues of Level II Priority, Level III Priority, and  
399 Level IV Priority, if the first contact by County or discovery by Contractor is  
400 not during the Working Day, the time period shall begin at the start of the  
401 next Working Day; otherwise it shall occur at the first contact by County.
- 402 (a) For Level I Priority Deficiencies, Contractor shall provide action  
403 directed towards resolution within one (1) hour of first contact by  
404 County regarding or discovery by Contractor of such Deficiency,  
405 and use continuous best effort until the problem is resolved. If not  
406 corrected or if a reasonable Workaround is not provided within four  
407 (4) hours, then without limiting County's other rights or remedies  
408 hereunder, Service Credits may be applied pursuant to Section VI  
409 (Service Credits) of this Appendix D.
- 410 (b) For Level II Priority Deficiencies, Contractor shall provide ongoing  
411 and diligent action to correct the failure of System to operate in  
412 accordance with Specifications. If not corrected or if a reasonable  
413 Workaround is not provided within twenty-four (24) hours of first  
414 contact by County regarding or discovery by Contractor of such  
415 Deficiency, then without limiting County's other rights or remedies  
416 hereunder, Service Credits may be applied pursuant to Section VI  
417 (Service Credits) of this Appendix D.
- 418 (c) For Level III Priority Deficiencies, Contractor shall provide ongoing  
419 and diligent action to correct the failure of System to operate in  
420 accordance with Specifications. If not corrected within seventy-two  
421 (72) hours of first contact by County regarding or discovery by  
422 Contractor of such Deficiency, then without limiting County's other  
423 rights or remedies hereunder, Service Credits may be applied  
424 pursuant to Section VI (Service Credits) of this Appendix D.
- 425 (d) For Level IV Priority Deficiencies, commencing with first contact by  
426 County regarding or discovery by Contractor of such Deficiency,  
427 Contractor shall provide ongoing and diligent action to correct the  
428 failure of System to operate in accordance with Specifications. If  
429 not corrected within a reasonable and agreed-upon time period,  
430 then without limiting County's other rights or remedies hereunder,



431 withholds may be applied in respect of such failure pursuant to  
432 Paragraph 8.7 (County's Right to Withhold Payments) of the  
433 Agreement.

434 (6) County will install and test proposed corrections to Deficiencies in  
435 accordance with its procedure for installing and testing System Updates.  
436 Updates shall operate in Production Use for not less than fifteen (15) days  
437 without recurrence of the Deficiency in question prior to any Acceptance (or  
438 effectiveness thereof) of such Update.

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

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

### 450 III. COUNTY RESPONSIBILITIES

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

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

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

### 462 IV. SYSTEM PERFORMANCE REQUIREMENTS

463 The Response Time Requirements set forth in Schedule D.1 (Response Time  
464 Requirements) to this Appendix D specify the minimum performance requirements for the  
465 System Software Components of the IBHIS System, which without limiting Contractor's  
466 obligations will be monitored by County during the term of this Agreement. For purposes  
467 of this Appendix D and this Agreement generally, the System's failure to meet the System  
468 Performance Requirements constitutes a Deficiency (collectively for the purpose of this  
469 Appendix D, a "Response Time Deficiency"). Without limiting Contractor's other



- 470 obligations hereunder, subject to, and in accordance with, Paragraph 9.8 (Response Time  
471 Warranty) of the Agreement, Contractor shall correct all Response Time Deficiencies.
- 472 Schedule D.1 (Response Time Requirements) to this Appendix D describes each System  
473 Performance Requirements category, the definition of each category, the minimum  
474 performance level and method of performance measurement.
- 475 A. Contractor will assist County in troubleshooting the problems and determining the  
476 root cause of any failure of System Hardware (including network infrastructure) to  
477 comply with the Specifications or Contractor or the System to otherwise fail to meet  
478 the System Performance Requirements hereof. The Service Credits listed in the  
479 Agreement will only be assessed in cases in which the System Software suffers a  
480 Deficiency or Contractor is otherwise determined by County in its reasonable  
481 discretion to be at fault or in which the Contractor's recommended System  
482 Hardware configuration as set forth in Appendix B.4 (System Hardware Response)  
483 proves inadequate.
- 484 B. Contractor shall provide County with Response Time measurement program(s)  
485 (hereafter "Measurement Tools") capable of directly and accurately making all  
486 measurements relevant to the Response Time performance levels set forth in this  
487 Appendix D, including but not limited to those described in Schedule D.1  
488 (Response Time Requirements). The methodology employed by such tool(s) shall  
489 be consistent with that set forth in Sections IV.D and IV.F.
- 490 C. County may independently measure System Response Time performance at any  
491 time using the Measurement Tools or other reasonable means. Without limiting  
492 County's right to independently measure System performance, County may, from  
493 time to time, request that Contractor use the Measurement Tools to evaluate and  
494 report System performance relative to the System Performance Requirements set  
495 forth herein. Contractor shall so evaluate and report on System performance in  
496 accordance with a monitoring plan mutually agreed between County's Project  
497 Manager and Contractor's Project Manager pursuant to the County's request.
- 498 D. Except as otherwise set forth in Section IV. F for Transaction Processing  
499 Response Time, the Response Time for a particular operation means the elapsed  
500 time for any such operation as measured from the commencement or launch of  
501 such functionality until its completion, as evidenced by the completed System  
502 response. Response Time measurement for the System will begin concurrent with  
503 Task 8.5 (Conduct System Performance Test) of the Statement of Work.
- 504 E. If Contractor recommends an Update, repair or replacement of any Component of  
505 the System in order to remedy a Response Time Deficiency, County shall make  
506 such Update, repair or replacement in accordance with Contractor's  
507 recommendation. The cost of such System alteration shall be allocated in  
508 accordance with Paragraph 9.8 (Response Time Warranty) of the Agreement.
- 509 F. "Transaction Processing Response Time" for the purpose of this Appendix D and  
510 Response Time measurement shall be defined as the time period commencing  
511 when a request is received by the IBHIS intranet web server, continuing while  
512 processed by the Application Software and database servers, up through sending



513 the result to the intranet web server, and completing when the transaction results  
514 are sent from the IBHIS intranet web server back to the User. Without limiting the  
515 foregoing, Transaction Processing Response Time includes any business  
516 requirement processing, calculations, User interface preparation, communication  
517 between the web, application, and database servers (within the IBHIS dedicated  
518 server network), and database activity.

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

## 535 V. SYSTEM RELIABILITY

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

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

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

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



554 **VI. SERVICE CREDITS**

555 A. General

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

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

573 B. System Reliability

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

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

587 C. Corrective Maintenance Response Time Failures

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

592 (a) For Level I Priority Deficiencies, Service Credit equal to one thirtieth  
593 (1/30) of the monthly Maintenance and Support Fee shall accrue for  
594 each four (4) hours the Deficiency continues without successful and  
595 Accepted completion of either a final resolution through Corrective



596 Maintenance or a Workaround, beginning four (4) hours after the  
597 earlier of the time Contractor first discovers the Deficiency, or the  
598 time Contractor first receives notice from County thereof.

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

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

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

## 631 VII. DECOMMISSIONED HARDWARE

632 In the course of Contractor providing Maintenance and Support Services, should any  
633 Component of System Hardware be decommissioned, Contractor shall, if requested by  
634 County's Project Manager, work with County Staff to remove the equipment from the  
635 System configuration and otherwise make any adjustments to the System to  
636 accommodate removal of the decommissioned System Hardware. For example, if any  
637 System Hardware is replaced pursuant to Section IV.E of this Appendix D, upon request



638 by County's Project Manager, Contractor shall work with County Staff to remove such  
639 System Hardware from the System configuration in accordance with this Section VII.



### SCHEDULE D.1 – RESPONSE TIME REQUIREMENTS

System Performance Category	System Performance Definition	Minimum Performance Level	Method of Performance Measurement
<b>Application Response Time for User Transactions (screen to screen, screen load, field load or drop down menu)</b>	The Transaction Processing Response Time for the Application Software to complete a single case “screen to screen” transaction other than report generation.	99.5% completed within one (1) second	Response Time Monitoring / Testing
<b>Application Response Time for User Transactions (record update)</b>	The Transaction Processing Response Time for the Application Software to complete a record update transaction.	99.5% completed within one (1) second	Response Time Monitoring / Testing
<b>Online Contractor Standard Report Generation Time (&lt;51 pages)</b>	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.)	99.5% completed within five (5) seconds	Response Time Monitoring / Testing Incident Reports Transaction Logs
<b>Online Contractor Standard Report Generation Time (51-100 pages)</b>	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.)	99.5% completed within ten (10) seconds	Response Time Monitoring / Testing Incident Reports Transaction Logs