

EXHIBIT B – Service Level Agreement

B.1 TELEPHONE SYSTEM , TABLETS/TABLET PROGRAM, VIDEO VISITATION SERVICES AND DEPOSIT KIOSKS

SERVICE LEVEL AGREEMENT

I. Definition of Service Level Agreement

A Service Level Agreement (SLA) is an agreement between the Agency(ies) (Sheriff's Office and/or Probation Department) and the Contractor to provide a service at a performance level that meets or exceeds the specified performance objective(s). The SLA lays out the metrics by which that service is measured, and the remedies or penalties, should the agreed-upon levels not be achieved. If the specified service levels are not met, then the Contractor is required to issue specified credits.

The Telephone Services, Youth Video Visitation System and Deposit Kiosks for Incarcerated Individuals and Youth contract has specific performance metrics, or Key Performance Indicators (KPIs) for services deemed sufficiently essential and would apply to each Agency's operations, and the Contractor must comply with those KPIs. For each KPI, the Contractor is required to meet the specified Acceptable Quality Levels (AQLs) when proven to be the Contractor is at fault.

II. Service

Table 1 lists each KPI and the performance level requested by each Agency. Performance is aggregate-based, meaning that the performance is to be measured at each Agency's hierarchy level (each Agency's billing organization) over a one-calendar-month period.

Table 1- Service-Specific SLAs

Service	KPI	Performance Standards/AQL
Implementation & Installation	Fully functional Telephone System, tested by Contractor in each Agency's facility. Each Agency will confirm to its satisfaction, that the Telephone System in its respective facilities is fully functional prior to each Agency's acceptance. Fully functional Incarcerated Individual and Youth Video Visitation System, tested and accepted by the Sheriff's Office and Probation Department	45 Days
<i>Maintenance:</i>		
Voice Services and Network Access/Transport Services	Availability Call Blockage, Dropped Calls	99.95% .07
Telephones	Operational, working telephones	100%
Video Visitation Services and Associated Network Access/Transport Services	Video is functional Scheduling software availability	99.95%
Tablets (Not used for Video Visitation)Video Visitation Units (Tablets)	Operational, working units	100%

Smart Communications Holding, Inc.

Term: upon execution for Five (5) years from go live date

EXHIBIT B – Service Level Agreement

III. Implementation & Installation Penalty

Potential Contractor shall provide each Agency with a separate and detailed Implementation Plan and Schedule. The installation shall include a separate user testing and acceptance provision for each Agency. Time is of the essence in providing a fully functional inmate phone system, and the Contractor is required to provide a fully functional system tested and accepted, by each Agency. Each Agency requires a thirty (30) to forty-five (45) - business day implementation schedule for each of its facility(ies). If the Contractor requires a longer implementation schedule, a mutually agreed-upon implementation will be established. Any failure to provide this service will incur a daily penalty of \$1,000.00 after 90 days to the Agency affected, until fully implemented and functional.

I. CONTRACTOR ROLES & RESPONSIBILITIES TO MAINTAIN DEPOSIT KIOSK

- Perform preventive and ongoing maintenance, including but not limited to changing receipt paper and ink, clearing paper and coin jams, minor repair, and maintaining appropriate inventory levels of parts and materials.
- Monitor, measure, and report performance against the Service Level Agreements
- Measure all Service Levels sufficient to provide detailed, justified explanations of reported results.
- Report performance to the respective Agency (Sheriff's Office and/or Probation Department) or each Agency's Designee on a monthly basis.
- Promptly investigate and remediate failures and deficiencies
- Minimize reoccurrences of all performance-related failures for which it is responsible
- Report any problems to the Agency affected that appear likely to result in a failure to meet a Service Level Agreement requirement
- Establish a Management team/structure, processes, and procedures to ensure effective management of Service Level Agreement and coordinate processes and procedures that impact the County
- Designate a Contractor Representative who has the overall responsibility for delivery of the Services. The designated Representative shall:
 - Manage the maintenance tasks and conduct technical and operational escalations
 - Provide management and resolution of identified problems
 - Resolve and address operational delivery issues
 - Ensure adherence to performance targets
 - Be responsible for overseeing service quality and incident management
 - Function as the primary point of contact/interface with the Sheriff's Office and Probation Department for SLA performance, management, and problem resolution

IV. System Problems, Outages, and Other Deficiencies

The Service is unavailable during any period of time that it experiences a Service Outage, or other service-affecting Problem or Deficiency. Contractor shall issue credits for each Service Outage, Problem, or Deficiency to the Agency affected. Contractor shall pay the Agency the total amount of credit due to the Agency within thirty (30) days from the month Deficiencies occurred under the Agreement.

Reporting of all System problems, outages and other Deficiencies shall be handled through Contractor's Technical Support Center, which shall be accessible online, toll-free telephone and

EXHIBIT B – Service Level Agreement

Email. Contractor shall provide for 24 hours per day, 7 days per week on-call technical support staff to support the Sheriff's Office and Probation Department and the Contractor's on-site Site Administrator/Technician in resolving System Outages, Problems, and other Deficiencies. Contractor must respond to and resolve the following "Severity Levels" in accordance with the following timeframes, following the determination and/or notification of the Problem, Outage or other Deficiency:

Table 2 - Severity Levels and Credits

Severity Level	Severity Level Description	Duration of Service Outage (includes Response Time)	Credits Due
Priority Level One	<p>CRITICAL/SEVERE (Includes but not limited to):</p> <p>Telephone System</p> <ul style="list-style-type: none"> • 25% or more of telephones in a single Housing unit, Module, Dorm, and/or Pod • 25% or more of calls placed in a 24-hour period experience poor voice quality (high levels of static, noise, voice distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software • 25% or more of calls dropped in a 24-hour period • Entire system failure <p>Video Visitation</p> <ul style="list-style-type: none"> • 50% or more of an Agency's Video Visitation System (at any one area) is out of service • One entire Video Visitation Room, Housing Unit, Module, Dorm, and/or Pod is not in operation or one Video Visitation System unit is not operational • 50% or more of Video Visitation sessions placed in a 24-hour period experience poor Video Visitation session quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations or software • 50% or more of Video Visitation sessions are dropped in a 24-hour period • Inventory of Tablets used for both Video Visitation and Non-Video Visitation is depleted <p>Contractor Response Time (Includes acknowledgment, issuance of, and confirmation of Trouble Ticket Number that it is actively being worked): ≤ 45 Minutes</p> <p>If deficiency indicates that a Tier 2 Technician in needed, a Tier 2 Technician will be on site: ≤ 2 Hours</p> <p>Completion of repairs and Deficiency resolution to the affected Agency's satisfaction is made within 6 hours of initial notification to Agency or Agency's Designee by Contractor, or from Agency's or Agency's Designee's initial service request to Contractor.</p>	< 6 hours	No Credit
		Between 6 and 12 hours	\$75 per day that component of VVS is deficient (includes network access and cabling and wiring)
		< 24 hours	\$100 per day that component of Telephone System is deficient
		> 24 hours	\$150 per day that component of Telephone System is deficient, after 7 days that Inventory of Tablets is depleted
Priority Level	MAJOR (Includes but not limited to):		

Smart Communications Holding, Inc.

Term: upon execution for Five (5) years from go live date

EXHIBIT B – Service Level Agreement

Two	<p><u>Telephone System</u></p> <ul style="list-style-type: none"> • 10% to 24% of telephones in a single Housing unit, Module, Dorm, and/or Pod are out of service • 10% to 24% of calls are dropped in a 24-hour period • 10% to 24% or more of calls placed in a 24-hour period experience poor voice quality (high levels of static, noise, voice distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software <p><u>Video Visitation</u></p> <ul style="list-style-type: none"> • 25% to 49% of an Agency's Video Visitation System in a Video Visitation Room, Housing unit, Module, and/or Pod is out of service, and/or 25% to 49% of Video Visitation sessions are dropped in a 24-hour period • 25% to 49% or more of calls placed in a 24-hour period experience poor voice quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software <p>Response time, completion of repairs, and Deficiency resolution to Agency's satisfaction is made within <u>24</u> hours of initial notification to Agency or Agency's Designee by Contractor, or from Agency or Agency's Designee's initial service request to Contractor.</p> <p>The Agency has the option to require Contractor to replace VVS in its entirety or its individual components, including network access and cabling & wiring, if Contractor is unable to resolve the deficiency to the Agency's satisfaction within a reasonable timeframe exceeding 15 Business days.</p>	≤ 24 hours	No Credit
		> 24 hours	\$100 per day that component of Telephone System is deficient, VVS is deficient (includes network access and cabling and wiring)
Priority Level Three	<p>MINOR (Includes but not limited to):</p> <p><u>Telephone System</u></p> <ul style="list-style-type: none"> • One of multiple phones in a Housing unit, Module, Dorm, and/or Pod is not in operation, and additional phones are in the area available for Incarcerated Individual or Youth use. • Intermittent dropped calls or <10% of calls are dropped • Intermittent poor voice quality on calls or <10% of calls experience poor voice quality <p><u>Video Visitation</u></p> <ul style="list-style-type: none"> • One of multiple Video Visitation units in a Video Visitation Room, Housing unit, Module, Dorm, and/or Pod is not in operation, and additional units are in area available for inmate use • Intermittent dropped Video Visitation sessions or <25% of Video Visitation sessions are dropped and Intermittent poor Video Visitation session quality on sessions or <25% of sessions experience poor visual and audio quality 	≤ 2 days	No Credit
		> 2 days	\$75 per day that component of Incarcerated Individual and Youth Telephone System or VVS is deficient

Smart Communications Holding, Inc.

Term: upon execution for Five (5) years from go live date

EXHIBIT B – Service Level Agreement

	<ul style="list-style-type: none"> <25% of a Agency's Video Visitation System is out of service <25% or more of Video Visitation visits placed in a 24-hour period experience poor voice quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations or software <p>Response time, completion of repairs, and Deficiency resolution to Agency's satisfaction is made within <u>2</u> business days of initial notification to Agency or Agency's Designee by Contractor, or from Agency's or Agency's Designee's initial service request to Contractor.</p>		
Priority Level Four	<p>COSMETIC (Includes but not limited to):</p> <p><u>Telephone System</u></p> <p>A telephone is damaged but is capable of completing telephone calls</p> <p><u>Video Visitation</u></p> <ul style="list-style-type: none"> A Video Visitation unit is damaged but is capable of completing Video Visitation sessions Video Visitation System enclosure, furniture, hardware, or other equipment is damaged, but VVS is still capable of completing Video Visitation sessions <p>Response time, completion of repairs or replacement of damaged phones, and Deficiency resolution to Agency's satisfaction is made within <u>10</u> business days of initial notification to Agency or Agency's Designee, or from Agency's or Agency's Designee's initial service request to Contractor.</p>	≤ 10 days	No Credit
		> 10 days	\$75 per day that component of Incarcerated Individual and Youth Telephone System is deficient or damaged phones are not replaced

V. Chronic Trouble

A Chronic Trouble (Chronic) defined as a Telephone System problem, network problem, outage, or other deficiency that has experienced against it for Availability, by the Agency, the Agency's Designee, or the Contractor, for the same/similar symptom(s) or problem(s) over a rolling 30-day period. A Chronic's rolling 30-day counter is considered "reset" upon a period of 30 days free of same/similar trouble.

Table 3 – Chronic Trouble Credits

Severity Level	Consecutive Months' Occurrence	Credits
Priority Level One	6	\$900.00
	9	\$1,350.00
	12	\$1,800.00
	>12	\$150.00 per month after 12 th consecutive month's occurrence and the Agency has the option to open contract for discussion, up to and including cancellation of contract without

Smart Communications Holding, Inc.

Term: upon execution for Five (5) years from go live date

EXHIBIT B – Service Level Agreement

		penalty to the Agency
Priority Level Two	6	\$600.00
	9	\$900.00
	12	5% of Monthly Telephone System Revenue Commissions
	>12	\$100.00 per month after 12 th consecutive month's occurrence and the Agency has the option to open contract for discussion, up to and including cancellation of contract without penalty to the Agency

EXHIBIT B – Service Level Agreement

II. SERVICE LEVEL AGREEMENT

#1: SYSTEM (SERVER) AVAILABILITY – SYSTEM INFRASTRUCTURE AND SERVICES AVAILABILITY	
Service Level Category	System Infrastructure and Services Availability
Service Level Objective	To ensure that the system infrastructure equipment (e.g. servers, storage, kiosks, peripheral equipment, etc.) is available for use by each Agency's users and Incarcerated Individuals/Youth (if applicable) during scheduled hours of availability.
Service Level Definition	The system infrastructure includes all file, database, web, imaging, application and support servers, SANs, storage devices, backup systems, kiosks and associated peripheral equipment necessary to process, store, and preserve electronic data and information. Availability means all components of the systems infrastructure are ready for use, accessible by users and customers, and are operational to perform their assigned function. Contractor shall ensure qualified technical staff are available both during normal business hours (08:00 AM – 5:00 PM Pacific Standard Time) and during non-business hours, excluding planned maintenance or previously scheduled maintenance periods. Contractor staff shall work with each Agency's staff to resolve unexpected issues which impede the ability to perform necessary and time-sensitive work
Service Measurement	Availability
Metric Description	The percent of availability of combined system infrastructure services. The system infrastructure elements are considered 100% available when they meet the requirements of the service level definition during designated required operational hours as determined by each Agency, which may differ by Agency. The metric used will be from 06:00 AM to 21:00 PM daily, 365 days per year. 100% Availability in minutes is calculated as 15 hours per day x 60 minutes per hour = 900 minutes uptime per day.
Metric Inclusions	Includes all servers/SANs/storage equipment/kiosks/peripheral equipment performing or supporting Automated Payment Services. All outages not included below in the Metric Exclusion category shall be considered unplanned and reported as such and shall reduce the percent availability. Degraded operations shall be reported as an individual category but shall be counted as non-availability.
Metric Exclusions	Maintenance Period: Agency's production and test systems maintenance period. Maintenance for each Agency's production and test systems should have no impact on the Contractor's system. Planned Special Outages: Outages for environmental or system changes that may impact system availability outside the maintenance period will be planned and announced in advance and agreed to by Agency involved. Special outages for applications and/or systems managed by the Contractor shall be coordinated by them in advance with the Agency involved.
Minimum Service Level Commitment	99.5% up time per day (equates to 4.30 minutes access not available/degraded per day)/kiosk
Target (Expected) Service Level Commitment	99.95% (equates to 27 seconds of access not available/degraded per day) per kiosk
Calculation	Daily % Availability Per Kiosk = (900 minutes – (Downtime or degradation of services in minutes and seconds) / 900) * 100 Daily % Availability Per Facility/Location = Sum of total up time minutes per each kiosk in a facility / 900 * total number of kiosks in a Facility/Location Sample calculation: Assume 50 Kiosks installed/operational – 1. Individual Kiosk Uptime: Assume uptime of 884.3 minutes for day measured $(884.3 / 900) * 100 = .9825 * 100 = 98.25\%$ 2. Facility/Location Daily uptime as follows: 30 Kiosks – 900 minutes, 10 Kiosks – 899 minutes, 9 kiosks – 895 minutes, and 1 Kiosk – 885 minutes $Daily Uptime = [(30 * 900) + (10 * 899) + (9 * 895) + (1 * 885)] / (50 * 900) * 100$ $= [27000 + 8990 + 8055 + 885] / 45000 * 100$ $= [44930/45000] * 100$ $= .9984 * 100 = 99.84\%$
Measurement Window	Daily per Kiosk during each Agency's established operational hours (currently 06:00 AM – 21:00 PM daily)

Smart Communications Holding, Inc.

Term: upon execution for Five (5) years from go live date

EXHIBIT B – Service Level Agreement

Service Level Reporting Window	Statistics shall be provided each month within five [5] business days after the end of the month measured
#2: NETWORK AVAILABILITY – NETWORK INFRASTRUCTURE AND SERVICES AVAILABILITY	
Service Level Category	Network Infrastructure and Services Availability
Service Level Objective	To ensure that the Contractor managed network infrastructure and services are available for use during scheduled hours of availability.
Service Level Definition	The Contractor managed network infrastructure and services includes the routers, switches, repeaters, and all components needed to transport data between network site boundaries (kiosks) and the Contractor's site. Availability means the network infrastructure and services are available for use and are fully accessible and operational. Infrastructure and services include but are not limited to all network-related infrastructures necessary to make kiosks functional and usable. Note: Services shall have availability equal to or greater than the Service Level
Service Measurement	Availability
Metric Description	The percent of availability of combined MAN/WAN/Internet Services The network infrastructure and services elements are considered 100% available when they meet the requirements of the service level definition during designated required operational hours as determined by each Agency. Those required operational hours differ by Agency, but the metric used will be from 06:00 AM to 21:00 PM daily, 365 days per year. 100% Availability in minutes is calculated as 15 hours per day x 60 minutes per hour = 900 minutes uptime per day.
Metric Inclusions	Includes all network infrastructure equipment and services performing or supporting Automated Payment Services direct or support operations. All outages not included below in the Metric Exclusion category shall be considered unplanned and reported as such and shall negatively impact the percent availability. Degraded operations shall be reported as an individual category and shall be counted as non-availability.
Metric Exclusions	Maintenance Period: Agency's production and test systems maintenance period. Maintenance for each Agency's production and test systems should have no impact on the Contractor's system. Planned Special Outages: Outages for environmental or system changes that may impact system availability outside the maintenance period will be planned and announced in advance and agreed to by Agency involved. Special outages for applications and/or systems managed by the Contractor shall be coordinated by them in advance with the Agency involved.
Minimum Service Level	99.5% up time per day (equates to 4.30 minutes access not available/degraded per day) per kiosk
Target (Expected) Service Level	99.95% (equates to 27 seconds of access not available/degraded per day) per kiosk
Calculation	Daily % Availability Per Kiosk = $(900 \text{ minutes} - (\text{Downtime or degradation of services in minutes and seconds}) / 900) * 100$ Daily % Availability Per Facility/Location = $\text{Sum of total up time minutes per each kiosk in an Facility/Location} / 900 * \text{total number of kiosks in an Facility/Location} * 100$ Sample calculation: Assume 50 Kiosks installed/operational –

EXHIBIT B – Service Level Agreement

	<p>7.0 Individual Kiosk Uptime: Assume uptime of 884.3 minutes for day measured</p> <p style="text-align: center;">$(884.3 / 900) * 100 = .9825 * 100 = 98.25\%$</p> <p>8.0 Facility/Locational Daily uptime as follows: 30 Kiosks – 900 minutes, 10 Kiosks – 899 minutes, 9 kiosks – 895 minutes, and 1 Kiosk – 885 minutes</p> <p style="text-align: center;"> $Daily\ Uptime = \frac{[(30 * 900) + (10 * 899) + (9 * 895) + (1 * 885)]}{(50 * 900)} * 100$ $= \frac{[27000 + 8990 + 8055 + 885]}{45000} * 100$ $= \frac{44930}{45000} * 100$ $= .9984 * 100 = 99.84\%$ </p>
Measurement Window	Daily per Kiosk during Sheriff's Office and Probation Department established operational hours (currently 06:00 AM – 21:00 PM daily)
	Agency should be provided tools to retrieve statistics on demand statistics.

#3: CHANGE MANAGEMENT AND TROUBLE TICKET RESPONSE – RESOLUTION RESPONSE

Service Level Category	Infrastructure and Systems Change Management; and Problem Management and Resolution Response
Service Level Objective	<ul style="list-style-type: none"> • Change Management Service Request Management • To respond to customer requests for technical assistance in a timely manner and take the necessary action to accurately resolve issues or to escalate resolution of those issues when required.
Service Level Definition	<p>Contractor shall provide customer support during all periods of authorized Kiosk access, 365 days per year. Service level Agreements shall apply during all periods of authorized Kiosk access hours for all problem categories. Service level objectives and Agreements shall be:</p> <ul style="list-style-type: none"> • Respond to all service calls. • Resolve issues as accurately as possible within the following timeframes (Includes response time, travel time {if applicable}, resolution time): <ul style="list-style-type: none"> ○ Level 1 (Urgent) – 4 Business Hours ○ Level 2 (High) – 8 Business Hours ○ Level 3 (Medium) – 2 business days ○ Level 4 (Low) – 10 business days • Close (with confirmation) 95% of Levels 1-2 priority issues, 80% Level 3 priority, and 75% Level 4 priority issues within specified timeframes excluding issues requiring Contractor repair or resolution. • Track and report closure times for all issues requiring Contractor repair or resolution. • The time to complete change requests from request to fulfillment and operability shall not exceed the Service Level • For purposes of this Service Level, Change Management includes but is not limited to inmate administrative management, access control list updates, network diagnostics, equipment service, and software and configuration updates <p>Problems shall be reported to the Contractor Support Help Desk and shall be recorded for tracking and management. Priority definitions include but not limited to:</p> <ul style="list-style-type: none"> • Level 1 – Application or Service is inaccessible (i.e., network is down), Kiosk is down and inaccessible, administrative information is incorrect and preventing service. • Level 2 – Application or Service is intermittently inaccessible, administrative information is incorrect causing intermittent service, and/or logon/password requires resetting or reissue, change requests that affect service or access to the Kiosk or network, network diagnostics critical to service.

EXHIBIT B – Service Level Agreement

	<ul style="list-style-type: none"> • Level 3 - Question or information requests, change requests that do not affect service or access to the Kiosk or network, inmate administrative management, access control list updates, network diagnostics, equipment service, and software and configuration updates. • Level 4 – Cosmetic or other deficiencies that do not negatively affect or slow down service and/or access to the kiosk and/or network. Level 4 priority items shall be escalated to Level 3 priority after 10 business days. <p>Based on the priority and aging of problems reported, support shall be escalated within the Contractor hierarchy for all problems not resolved within 5 business days. The Contractor shall identify the escalation process and individuals.</p> <p>Note: Services shall have availability equal to or greater than the Service Level</p>
Service Measurement	Percent resolution within Service Level timeframes and timeliness for Change Management.
Metric Description	<ul style="list-style-type: none"> • The percent of problems assigned and resolved by priority within agreed service level Agreements. • Timeliness for Change Management Services is defined as the time (business hours/days) required to successfully receive, process, and implement a change to the access control list, installed rule base, network diagnostics, equipment service, and software and/or configuration updates.
Metric Inclusions	<ul style="list-style-type: none"> • All reported problem tickets • Agency configurations <ul style="list-style-type: none"> ❖ Actions included: <ul style="list-style-type: none"> ○ Time required to complete a change request from receipt to operability ○ Time required to update the installed rule base or administration/access control list updates ○ Time required to perform network diagnostics [to trouble-shoot] ○ Time required to perform equipment service ○ Time required to implement software updates ○ Time required to implement configuration updates
Metric Exclusions	<ul style="list-style-type: none"> • For Trouble Tickets: None • For Change Management: <ul style="list-style-type: none"> ❖ Orders for new services requiring purchase of hardware or software ❖ Exclusion Time: <ul style="list-style-type: none"> ○ None – the time required for change approval and scheduling shall be considered part of the metric measurement and service level time.
Minimum Service Level	<ul style="list-style-type: none"> • Level 1 (Urgent) – 4 business hours • Level 2 (High) – 8 business hours • Level 3 (Medium) – 2 business days • Level 4 (Low) – 10 business days
Reports and Reporting Format/s	<p><u>Agency must be able to create reports:</u></p> <p><u>Report Elements:</u> Header to include Target SL, Minimum SL, Total Number of Changes, Total Number of Changes that Missed the Target Service Level, Total Number of Changes that Missed the Minimum Service Level; Detail for changes that exceeded three days to include Change Number, Device Type, Brief Description of Change, Change Create Date/Time, Change Closed Date/Time, Exclusion Time, Time Required for Change Approval and Scheduling, Time between Change Approval and Implementation, Time to Complete [in days], Minimum SL achieved [Yes/No], Target SL achieved [Yes/No]; Sorted by Device Type</p> <p><u>Detailed Exclusion Report:</u> Change Number, Device Type, Brief Description of Change, Change Create Date/Time, Change Closed Date/Time, Exclusion Time, Time Required for Change Approval and Scheduling, Time between Change Approval and Implementation, Time to Complete [in days], Reason for Exclusion; Sorted by Device Type; Summarized by a Count of Excluded Changes</p>
Measurement Window	Monthly
Service Level Reporting	Statistics shall be provided each month within five [5] business days after the end of the month

Smart Communications Holding, Inc.

Term: upon execution for Five (5) years from go live date

EXHIBIT B – Service Level Agreement

Window	measured
---------------	----------

CREDITS	
Credit	<p>The Agency affected shall receive credit if the Contractor fails to meet the minimum service level commitments. That credit shall be payable to the Agency within 30 business days of the date of the monthly service level report. The credit is assessed on a per Facility/Location basis when the Contractor fails to meet minimum service level commitments for System Infrastructure and Services Availability or Network Infrastructure and Services Availability or for both as follows:</p> <ol style="list-style-type: none"> 1. Minimum Service Level Commitment not met per Facility/Location for 4 days or less in a Month – WARNING 2. Minimum Service Level Commitment not met for more than 5 days in a Month - \$4,000 per occurrence (facility/location) up to a maximum of \$40,000 per month (for all Facility/Locations).
Liquidated Damages	
Chronic/Systemic	<p>If chronic or systemic problems persist in failure to meet minimum standard for three or more consecutive months, the Contractor shall be required to develop a corrective action plan to resolve the problems, agreed to by the affected Agency.</p> <p>Failure to develop a corrective action plan to resolve the problems, or continued failure to meet minimum service level standards after corrective action plan is implemented will result in the affected Agency's exercise of other available options, up to and including termination of the contract.</p>

