

**EXHIBIT 12**  
**Performance Standards and Assessed Fees**

#	Topic	Performance Standard	Assessed Fees
1	Key Staff	<p>During the entire term of the Contract, Key Staff commitments made by Contractor shall not be changed without 30 Days prior written notice to the County unless due to legally required leave of absence, sickness, death, resignation or mutually agreed upon termination of employment, of any named individual.</p> <p>Contractor shall replace Key Staff timely. Permanent replacement of Key Staff shall take place within 30 Days of removal unless a longer period is approved by the County. The contractor shall appoint an interim replacement Key Staff within 7 Business Days of removal.</p> <p>Replacement and interim Key Staff are subject to County approval. The County reserves the right to interview proposed replacements prior to approving them.</p>	<p>The County may assess a maximum of \$7,500 per occurrence for each Key Staff person who is identified at time of award and who is changed without proper notice and approval by the County for reasons other than legally required leave of absence, sickness, death, resignation or mutually agreed upon termination of employment.</p> <p>The County shall assess \$1000 per Day for each Business Day after the initial 30 Days allowed in which an acceptable permanent replacement for that Key Staff position is not provided excluding the time required for the County to accept the replacement.</p> <p>County shall not assess fees if the delay in replacement is due to County's delay in approval of proposed replacements.</p>
2	Critical Events and Deliverables	<p>The Contractor shall meet due dates for delivery of Critical Events and Deliverables as detailed in Section 3.3 Schedule Contractor's Status Reports shall provide information on progress toward meeting these Critical Event dates and Deliverable dates.</p>	<p>The County shall assess \$1000 per Day from the agreed upon Critical Event delivery date and Deliverable delivery date until the date each Critical Event or Deliverable receives Acceptance from the County.</p> <p>The County shall assess \$5000 per Day from the agreed upon Acceptable date that the System is not Operational in accordance with the SOW.</p>

#	Topic	Performance Standard	Assessed Fees
			County shall not assess fees if delay in delivery of Critical Events and Deliverables is solely because of County's delay.
3	Status Reports	<p>The Contractor shall provide bi-weekly status reports to the County during the implementation. The status reports at a minimum shall include:</p> <ul style="list-style-type: none"> <li>• Key activities performed during the report period</li> <li>• Key activities planned for the report period that did not occur and why they did not occur</li> <li>• Key activities planned for the next report period (including any dependencies on County staff)</li> <li>• Progress on critical events</li> <li>• Status of scope, schedule, and budget</li> <li>• Major issues affecting the project and activities underway to resolve issues</li> <li>• Major risks affecting the project and activities underway to mitigate risks</li> <li>• Decisions made during the report period</li> <li>• Pending decisions and status of activities underway to get resolution.</li> <li>• During the Design &amp; Develop stage, includes Sprint Summary report, sprint burn-down, release-burndown, scrum team Velocity trend, scrum team estimation of work effort, defect detection post user story acceptance, defect closure rate poste User Story acceptance, and a list of outstanding action items.</li> </ul>	The County shall assess \$100 per Day for each Day an accurate and complete bi-weekly Status Report is not timely delivered or deemed incomplete by the County. If the bi-weekly Status Report is received on time but the information reported is inaccurate or incomplete, the County shall assess \$100 per Day until a County approved bi-weekly Status Report is received.

#	Topic	Performance Standard	Assessed Fees
4	Change Request Management	<p>Contractor shall provide, within fifteen (15) Days of receipt of a County Change Request or a County approved due date, comprehensive and accurate responses to all County Change Requests. All work related to a change request shall be at no additional cost to the County.</p> <p>Responses shall include proposed resolution, Contractor resource needs, County resource needs, and time frames.</p> <p>Contractor shall implement County requested and approved Change Requests to the Solution as approved and prioritized by County. Due dates will be mutually agreed upon by the County and the Contractor at the time the Change Request receives Acceptance from the County.</p>	<p>The County shall assess \$1000 per Day for each Day a Change Request response is not timely delivered or deemed incomplete by the County. If a Change Request response is received on time but the information reported is inaccurate or incomplete, the County shall first notify Contractor identifying the deficiency and providing two (2) Days for Contractor to correct such deficiency. If the deficiency is not corrected, the County shall assess \$1000 per calendar Day thereafter until such deficiency is addressed.</p>
5	Support Line  Help Desk for County staff	<p>Contractor shall provide and staff a toll-free Support Line to respond to inquiries and receive reports on any Solution Deficiencies from County Staff.</p> <p>The Support Line shall be available 24 hours a Day, 7 Days a week, 365 Days a year.</p> <p>Contractor shall ensure the Help Desk meets the following criteria:</p> <ul style="list-style-type: none"> <li>• First Call Resolution rate of at least 75%.</li> <li>• At least 99% of all calls are answered in 30 seconds or less (a pick-up solution may be used).</li> <li>• Less than 1% of calls get a busy signal.</li> <li>• When on hold, abandoned call rate after 30 seconds is less than 5%.</li> </ul>	<p>County shall also assess \$2,500 for failure to meet any of these Help Desk Performance Standards for a monthly reporting period for any Contractor operated toll-free line.</p> <p>Assessed fees shall not apply if lack of availability is due to a force majeure event.</p>

#	Topic	Performance Standard	Assessed Fees
		<ul style="list-style-type: none"> <li>Less than 1% of calls are placed on hold for more than 5 minutes.</li> </ul> <p>Contractor shall provide monthly reports to the County for monitoring Support Line performance that includes the following metrics:</p> <ul style="list-style-type: none"> <li>Number of calls received</li> <li>Average Speed To answer</li> <li>Number of calls abandoned (not answered)</li> <li>Average hold time per call</li> </ul> <p>Number of calls with hold time &gt; 5 minutes</p>	
6	Licensed Solution Documentation	<p>Contractor shall provide County complete, accurate and up-to-date documentation of the Solution. Documentation shall include, at a minimum, technical and user manuals used in conjunction with the Solution, in whole and in part, and documentation of the Software Configurations, including without limitation manuals provided by the licensors of the Third-Party Software.</p> <p>The contents of the documents will be Accepted by the County and the County will provide the Contractor with the minimum requirements set by the County.</p>	County shall assess one (1) Day prorated per Day of the Maintenance Agreement fee/Subscription Cost for each Day from the scheduled Acceptance date until the date each item of Documentation (except standard published Documentation for Third-Party Software or Equipment) is provided and receives Acceptance from the County.