

**AMENDMENT NUMBER 3
TO
MANAGED SERVICES NETWORK,
VOICE, AND SECURITY AGREEMENT
BY AND BETWEEN COUNTY OF
ORANGE
AND
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION**

This Amendment Number 3 to the Managed Services Network, Voice and Security Agreement by and between County of Orange and Science Applications International Corporation ("Amendment 3") is made and entered into by and between the County of Orange, a political subdivision of the State of California ("County") and Science Applications International Corporation, ("Supplier"). All capitalized undefined terms in this Amendment 3 will be as defined in the Agreement.

RECITALS

WHEREAS, the Managed Services Network, Voice and Security Agreement was entered into by and between County of Orange and Science Applications International Corporation (the "Agreement"); and

WHEREAS, County and Supplier entered into the Agreement effective October 17, 2018 ("Reference Date"); and

WHEREAS, on October 22, 2019, the Parties amended the Agreement ("Amendment 1") to (1) Update the threshold for Work Orders to align with the County Contract Policy Manual §3.3-102(1)(a); (2) Update Transition-In Milestones and Deliverables dates; and (3) Incorporate other administrative and personnel changes to the Agreement; and

WHEREAS, on June 24, 2020, the Parties amended the Agreement ("Amendment 2") for the purposes of modifying (1) Exhibit A.1 (Integrated Requirements FSA) to replace the reference to Exhibit U.1 (Standard Change Control Process) with Exhibit W (County Policies, Procedures and Guidelines) and to add language to Section 3.6.4 to further clarify Supplier's responsibilities; (2) Exhibit H (Service Level Requirements) to update the definition of "SLR Failure" to include consecutive monthly Service Level Requirement ("SLR") misses for the same task and to clarify the language for multiple SLR failures in regards to consecutive failures; (3) Exhibit H.1 (Service Level Requirements Table) to update the ramp-up period for SLRs numbers 6 – 9, update the weighting factors, and to clarify the language for certain SLRs; (4) Exhibit K (Key Personnel) to update the agreed upon Deputy Program Manager and SOC Program Manager; (5) Exhibit P (Pricing) to replace references to "Phone Numbers" with "Phone Devices" and to update the Use Reconciliation; (6) Exhibit P.1.2 (Fixed Transition-In Fee Payments) to update the payment table to reflect new payment months; (7) Exhibit P.5 (Use Reconciliation) to replace references to "Phone Numbers" with "Phone Devices" and to update the Use Reconciliation; (8) Exhibit P.5.1 (Use Reconciliation Examples) to replace references to "Phone Numbers" with "Phone Devices", to update the Use Reconciliation and to update the Use Reconciliation examples; (9) Exhibit T.2 (Transition-In Milestones and Deliverables) to reflect updated Completion Dates; and (10) Exhibit X (Definitions) to update the table of contents and to add the definition for "Phone Device(s); and

WHEREAS, in consideration of Supplier reducing the Agreement's Monthly Fixed Fees for Contract Years 3, 4 and 5 by a combined total of \$625,000.00, and the County concurrently extending the Term of this Agreement and the Term of County's Master Services Agreement for IT Services contract #MA-017-13011864 to the end of June 30, 2024, the Parties desire to enter into this Amendment 3 for the purposes of (1) the County exercising its right to add an Extended Term of two Contract Years to the three year Initial Term of the Agreement, resulting in the Term of the Agreement being extended to the end of June 30, 2024; (2) modifying Exhibit B.3 (Form of Type 2 Work Order) to update the County approval language; (3) modifying Exhibit C (Service Management and Life Cycle Services Tool) to update the tools list; (4) modifying Exhibit G (Governance Model) to update the frequency of governance meetings; (5) modifying Exhibit H.1 (Service Level Requirements Table) to update SLRs; (7) modifying Exhibit K (Key Personnel) to reflect County Approval of updates to Supplier Key Personnel; (6) modifying Exhibit L.1 (County Locations and Location Tiers) to update County Locations; (7) modifying Exhibit P.1.1 (Monthly Fixed Fee Payments) to reflect the reduction of the Monthly Fixed Fees for Contract Years 3, 4 and 5 by a combined total of \$625,000.00; (8) Exhibit P.2 (Pricing Limits) to update the Contract Sum and Reserved Dollars tables; (9) modifying Exhibit P.5 (Use Reconciliation) to reflect the agreement between County and Supplier to not apply the Adjustment Trigger if [REDACTED] or a similar technology causes a decrease in the number of Phone Devices; (10) modifying Exhibit X (Definitions) to reflect agreed upon revisions; and (11) incorporating Exhibit Z (County Approval Requirements) into Section 40.13 of the Agreement and adding the exhibit to the Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt, sufficiency and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, hereby contract and agree as follows:

AGREEMENT

A. The Parties hereby agree to amend the Agreement as follows:

1. The language of Section 1.2 (Extended Term) of the Agreement is deleted in its entirety from the Agreement and replaced with the following language:

County may elect to extend the Term of this Agreement and any one or more Functional Service Area, in each case, for up to two (2) additional terms which, at County's sole discretion, may range in length from thirty (30) Calendar Days to two (2) years (the "**Extended Term**," together with the Initial Term and any Termination Transition Period as defined in Section 26.3 (Termination Transition Period) below, as applicable, are collectively referred to as the "**Term**"). If County does not exercise its option to extend at the end of the Initial Term, the extension option shall automatically lapse. County shall exercise its extension option by providing Supplier written notice no later than sixty (60) Calendar Days prior to the expiration of the Initial Term or Extended Term. Such notice shall include the length of the Extended Term and the affected Functional Service Areas.

2. The language of Section 40.13 (Conflict Between Agreement and Exhibits) of the Agreement is deleted in its entirety from the Agreement and replaced with the following language:

(A) Exhibits A.1 (Integrated Requirements FSA) through Y (Approved Subcontractors) are referred to individually and collectively as the "**Exhibits**," and are attached to, incorporated herein by reference,

and form a part of this Agreement. Each of the Schedules attached to the Exhibits are also incorporated herein by reference, and form a part of this Agreement.

- (B) In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, subtask, deliverable, goods, service, or other work, or otherwise, between the body of this Agreement, the Exhibits and Schedules, between Exhibits, or between Schedules, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement, and then to the Exhibits and Schedules according to the following priority:
- (i) Exhibit X (Definitions);
 - (ii) Exhibits A.1 (Integrated Requirements FSA), A.2 (Converged Network FSA), A.3 (Voice Communication FSA), and A.4 (Security Operations Center FSA), and any other Functional Service Area;
 - (iii) Exhibits P (Pricing), P.1 (Payments Tables), P.2 (Pricing Limits), P.3 (Resource Unit Pricing), P.4 (Supplier Rate Card), P.5 (Use Reconciliation), P.6 (Year to Year Price and Performance Improvements), P.7 (Sheriff Voice Refresh Pricing), P.8 (Detailed Transition-In Pricing), and any other pricing Exhibit;
 - (iv) Exhibits H (Service Level Requirements) and H.1 (Service Level Requirements Table)
 - (v) Exhibits T (Transition-In) and T.1 (Transition Requirements);
 - (vi) Work Orders; and
 - (vii) Exhibit Z (County Approval Requirements).
3. In consideration of Supplier reducing the Agreement's Monthly Fixed Fees for Contract Years 3, 4 and 5 by a combined total of \$625,000.00, County agrees, upon the effective date of this Amendment 3, to concurrently extend the Term of County's Master Services Agreement for IT Services contract #MA-017-13011864 and the Term of this Agreement to the end of June 30, 2024.
 4. Exhibit B.3 (Form of Type 2 Work Order) – Revision 1 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit B.3 (Form of Type 2 Work Order) – Revision 2, which is incorporated into the Agreement by this reference.
 5. Exhibit C (Service Management and Life Cycle Services Tool) of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit C (Service Management and Life Cycle Services Tool) – Revision 1, which is incorporated into the Agreement by this reference.
 6. Exhibit G (Governance Model) of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit G (Governance Model) – Revision 1, which is incorporated into the Agreement by this reference.
 7. Exhibit H.1 (Service Level Requirements Table) – Revision 2 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit H.1 (Service Level Requirements Table) – Revision 3, which is incorporated into the Agreement by this reference.

8. Exhibit K (Key Personnel) – Revision 2 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit K (Key Personnel) – Revision 3, which is incorporated into the Agreement by this reference.
 9. Exhibit L.1 (County Locations and Location Tiers) of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit L.1 (County Locations and Location Tiers) – Revision 1, which is incorporated into the Agreement by this reference.
 10. Exhibit P.1.1 (Monthly Fixed Fee Payments) of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit P.1.1 (Monthly Fixed Fee Payments) – Revision 1, which is incorporated into the Agreement by this reference.
 11. Exhibit P.2 (Pricing Limits) of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit P.2 (Monthly Fixed Fee Payments) – Revision 1, which is incorporated into the Agreement by this reference.
 12. Exhibit P.5 (Use Reconciliation) – Revision 1 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit P.5 (Use Reconciliation) – Revision 2, which is incorporated into the Agreement by this reference.
 13. Exhibit X (Definitions) – Revision 1 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit X (Definitions) – Revision 2, which is incorporated into the Agreement by this reference.
 14. Exhibit Z (County Approval Requirements) is added and incorporated into the Agreement by this reference, and shall be effective upon the Effective Date of this Amendment 3.
- B. This Amendment 3 shall be effective upon execution by both Parties.
- C. Order of Precedence When Interpreting Conflicting Terms

Except as otherwise expressly set forth and amended herein, all terms and conditions of the Agreement and its amendments/modifications remain unchanged and in full force and effect. Capitalized terms used in this Amendment and not defined herein have the meanings given to them or referenced in the Agreement and the prior modifications/amendments. In the event of any inconsistency or conflict between or among any provision of this Amendment 3 and any provision of the original Agreement, and/or its amendments/modifications, other than this Amendment 3, the inconsistency or conflict shall be resolved by giving precedence to the language of amendments/modifications, and the original Agreement in the following order:

1. Amendment 3
2. Amendment 2
3. Amendment 1
4. The original Agreement.

(Signature Page Follows)

The Parties evidence their entire agreement to the terms of this Amendment 3 as evidenced below by the signature of each Party's legally authorized representative on the dates indicated below.

VENDOR: SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

Vincent R. Magaña
Print Name

Contracts, Senior Principle
Title


Signature

January 14, 2021
Date

**COUNTY OF ORANGE,
a political subdivision of the State of California**

Joel Golub
Print Name

County Chief Information Officer
Title

Signature

Date

**APPROVED AS TO FORM
COUNTY COUNSEL**



Patrick Brusio, Deputy County Counsel

Approved by Board of Supervisors on: _____



EXHIBIT B.3 (FORM OF TYPE 2 WORK ORDER) – REVISION 2
TO THE
MANAGED SERVICES NETWORK, VOICE AND SECURITY AGREEMENT

EXHIBIT B.3**FORM OF TYPE 2 WORK ORDER**

This Exhibit B.3 (Form of Type 2 Work Order) (“**Work Order**”) is an attachment and addition to the Managed Services Network, Voice, and Security Agreement dated as of the Reference Date (hereinafter “**Agreement**”) entered into by and between County of Orange (“**County**”) and Science Applications International Corporation (SAIC) (“**Supplier**”) and is incorporated into the Agreement by reference hereof. In the event of conflicting terms between the Agreement and this Work Order, the terms of the Agreement shall prevail and nothing in this Work Order shall modify or amend any provisions of the Agreement (including all components such as Functional Service Areas, Service Level Requirements, Exhibits, etc.) unless such modifications or amendments and the provisions of the Agreement which they modify or amend are specifically identified in this Work Order and are Approved by County. This Work Order includes any attachments hereto. Any capitalized terms not defined in this Work Order shall have the same meanings as used in the Agreement. Changes to this Work Order will be processed in accordance with the Change Control Process as outlined in the Agreement.

All of the tasks, subtasks, Deliverables, goods, and other services required or requested by County below are included as part of the Services. This Work Order provides a description of the nature of the work required, but does not provide an exhaustive list of every task or subtask necessary for completion of this Exhibit B.3 (Form of Type 2 Work Order).

1. WORK ORDER NUMBER

[Insert the project number in the format CYx-yyy, where “CY” is the abbreviation for “Contract Year,” “x” is the Contract Year as of the Effective Date of this Work Order (i.e., “1” for Work Orders with an Effective Date during the first Contract Year), and “yyy” is the n numeric sequence of this Work Order in the Contract Year as of the Effective Date of this Work Order (i.e., “001,” “002”, etc. for the first, second, etc. Work Orders in each Contract Year.)]

2. EFFECTIVE DATE

[Identify the Effective Date of this Work Order. The Effective Date is the date upon which the Work Order is fully executed by the authorized representatives of both Parties. This will be inserted by the County and agreed to by Supplier.]

3. PROJECT NAME

[Insert a name for this project using a few words that relate to the Services to be delivered under this Work Order.]

4. PROJECT SUMMARY

[Briefly provide a summary of the project that describes the Services, the timeline for Supplier’s performance of the Services, where Services will be performed, and other general requirements and information.]

5. BUSINESS CASE / BUSINESS OBJECTIVES SUPPORTED

[Concisely state the business, operational, and other benefits and business objectives supported by this Work Order, e.g. “The Services provided by Supplier under this Work Order will enable the County to: ...”]

6. CRITICAL SUCCESS FACTORS

6.1. Strong Project Management

Supplier shall manage the Services provided under this Work Order to the project schedule described in Section 10 (Project Schedule), below, and to the results to be achieved by the Services described herein by managing issues, risks, dependencies, and resources in a manner to achieve the project schedule and the results.

6.2. Open Communication and Governance Structure Clearly Defined

Good and open communication must be established early. Governance, the structure of recurring meetings, and the members of recurring meetings must be defined early. Meeting schedules must also be established for the length of the project.

6.3. Executive Leadership Involvement

It is imperative that executive leadership from Supplier and the County be involved in the project governance and meet at regular intervals to discuss the project’s progress and reach agreement on any key decisions that have been escalated to their level.

7. WORK ORDER TYPE

[Identify the type of work that will be provided under this Work Order.]

- NRI only Work Order (for Work Orders that do not include BAU elements)
- NRI and BAU combination Work Order (for Work Orders that include both NRI and BAU elements)

As to NRI and BAU combination Work Orders, provide a description of each of the NRI and BAU components of this Work Order:

7.1. Targeted Resource Order

[In addition to the above, if the Services under this Work Order include Targeted Resource Order Services pursuant to Section 2.12.8 (Targeted Resource Orders) of the Agreement, check the box and complete the table below.]

- Targeted Resource Order Services

Resource Title	Name	Contact Information	Responsibilities	Location of Services Performance
<i>[Enter titles of Targeted Resource Order resources]</i>	<i>[Enter full name]</i>	<i>[Enter business address, phone, and e-mail address]</i>	<i>[Enter description of responsibilities]</i>	<i>[Enter location of Services performance]</i>

Resource Title	Name	Contact Information	Responsibilities	Location of Services Performance
<i>[Add additional rows for additional resources.]</i>

8. COUNTY SPONSOR, ORIGINATING SERVICE REQUEST, AND COUNTY BUDGET INFO

County Sponsor	<i>[Identify the authorized County sponsor or sponsors requesting this Work Order, i.e. the department or agency, Affiliates, or other public entities sponsoring this Work Order, and provide the contact information for such County sponsors.]</i>
Service Request Number	<i>[Identify the number or numbers of the Service Requests under which the Services under this Work Order were first identified or requested.]</i>
County Budget Info	<i>[Provide County budget information, including budgetary constraints, timing, BAC(s), etc.]</i>

9. SUPPLIER ROLES AND RESPONSIBILITIES

[List the positions of the Supplier Personnel that will be assigned to the project under this Work Order, including the Supplier Project Manager.]

Resource Title	Name	Contact Information	Responsibilities
Supplier Project Manager	<i>[Enter full name]</i>	<i>[Enter business address, phone, and e-mail address]</i>	<i>[Enter description of responsibilities]</i>
<i>[Enter titles of technical leads and other key resources]</i>	<i>[Enter full name]</i>	<i>[Enter business address, phone, and e-mail address]</i>	<i>[Enter description of responsibilities]</i>
<i>[Add additional rows for additional technical leads and key resources.]</i>	...	...	...

10. PROJECT SCHEDULE

[Add or attach the project schedule for the Services under this Work Order, including the dates and tasks for Supplier's delivery of the Deliverables and Milestones set forth below.]

No.	Task	Start Date	End Date	Duration
1.	<i>[Describe the task.]</i>	<i>[Specify the start date for the task]</i>	<i>[Specify the end date for the task]</i>	<i>[Specify the duration date for the task]</i>
2.	<i>[Add additional rows for additional tasks.]</i>	...	...	...

11. PRICING SUMS

PRICING SUMS	
Maximum Project Charges	<i>[Insert the maximum cumulative Charges that County may incur under this Work Order through the Term of the Agreement. As to any Work Order acquired as a Type 1 Work Order that includes Services charged on a Time and Materials basis, the maximum cumulative Charges must be less than the amount listed in the then current County Contract Policy Manual §3.3-102(1)(a) as requiring Board of Supervisors approval. As to all other Work Orders acquired as a Type 1 Work Order, the maximum cumulative Charges shall be less than the amount listed in the then current County Contract Policy Manual §3.3-102(1)(a) as requiring Board of Supervisors approval, as negotiated by the Parties.]</i>
Key Milestone Charges	<i>[As to any Work Order acquired as a Type 1 Work Order that includes Services charged on a Fixed Fee basis, identify the sum of the Charges for the Project components of the Work Order (i.e., all one-time Charges which shall be paid pursuant to Supplier's delivery of the Key Deliverables). As to all other Work Orders acquired as a Type 1 Work Order, leave this section blank.]</i>
Deliverables At-Risk Amount	<i>[As to any Work Order that includes Key Deliverables, the Deliverables At-Risk Amount is fifteen percent (15%) of the Maximum Project Charges above.]</i>

12. SERVICES

[This section should concisely communicate the Services to be completed by Supplier.]

12.1. Tasks

[Identify and describe the tasks necessary to support the Project, including (a) a description of all subtasks and deliverables; (b) resources required for tasks (with names for the critical resources detailed whenever possible); (c) estimated hours per task; and (d) scheduled beginning and end dates.]

Phase 1 ([Title]) <i>[Identify the project phase in which the work will be completed, as applicable.]</i>			
Task 1 ([Title])	Personnel Requirements	Time Commitment	Scheduled Beginning and End Dates
<i>[Identify the task]</i>	<i>[Identify the personnel required by roles / titles]</i>	<i>[Identify the time commitment to complete the work]</i>	<i>[Enter beginning date and end date for completion of the task]</i>
<i>[Insert the task description]</i>			
Subtask 1.1 ([Title]) <i>[Identify the subtask and insert the subtask description]</i>			

	Deliverable 1.1 ([Title]) <i>[Identify the deliverable(s) under the subtask and insert the description of each deliverable]</i>		
	Subtask 1.2 ([Title]) <i>[Identify the subtask and insert the subtask description]</i>		
	Deliverable 1.2 ([Title]) <i>[Identify the deliverable(s) under the subtask and insert the description of each deliverable]</i>		
	...		
Task 2 ([Title]) <i>[Identify the task]</i>	Personnel Requirements	Time Commitment	Scheduled Beginning and End Dates
	<i>[Identify the personnel required by roles / titles]</i>	<i>[Identify the time commitment to complete the work]</i>	<i>[Enter beginning date and end date for completion of the task]</i>
	<i>[Insert the task description]</i>		
	Subtask 2.1 ([Title]) <i>[Identify the subtask and insert the subtask description]</i>		
	...		

12.2. Service Level Requirements

[Optional: Indicate any additional Service Levels Requirements for the Services.]

12.3. Training

[Optional: Describe training to be provided by Supplier.]

12.4. Assets

[Optional: List all Software, Network Components, and other Assets to be provided by Supplier under this Work Order and the specifications and other Requirements for such Software, Network Components, and other Assets.]

12.4.1. Software

[List all Software to be provided by Supplier under this Work Order, identified by module (including interfaces to be developed and delivered by Supplier, operating systems, software embedded in any Equipment etc.)]

12.4.2. Network Components

[List all Network Components to be provided by Supplier under this Work Order, including delivery and installation locations and other Requirements.]

12.4.3. Equipment and Other Assets

[List all Equipment and other Assets to be provided by Supplier under this Work Order, including delivery and installation locations and other Requirements.]

12.4.4. Sunset Activities

[List all Software, Network Components, and other Assets that are being sunset as a result of this Work Order.]

No.	Asset Description	Affected Authorized Users	Affected Eligible Customers	Committed Sunset Date	Write-off or Accelerate Depreciation?	Book Value	Annual Cost of Support / Maintenance
1.
2.

12.5. Risks and Risk Mitigation

[Identify likely risks that could impact the project, including potential impacts to the project timeline, resources, and costs.]

No.	Potential Risk	Mitigation Strategy / Contingency Plan	Probability of Risk (%)	Consequence	Amount at Risk
1.	<i>[Enter potential Project risks]</i>	<i>[Enter the mitigation strategy and/or contingency plans]</i>	<i>[Enter the probability of the risk materializing]</i>	<i>[Enter the consequence should the risk materialize (timeline extension, additional resource requirements, etc.)]</i>	<i>[Enter an estimate for the amount at risk]</i>
2.	...	...	...	...	...

13. ACCEPTANCE

13.1. Acceptance Criteria

The Acceptance Criteria shall be as described in Section 16 (Deliverables) below as to each Deliverable under this Work Order and pursuant to the terms of the Agreement.

[Optional: List any additional Acceptance Criteria that applies.]

13.2. Acceptance Testing

Unless explicitly provided in this Work Order, the Acceptance Tests shall be as described in this Work Order and as otherwise defined in the Agreement.

[Optional: List any additional Acceptance Testing for the Services under this Work Order that County shall perform. Note that Section 19 (Installation and Acceptance Tests) of the Agreement specifies the following Acceptance Tests:

“Initial Component Testing” to determine whether the components of each Deliverable have been properly installed and are operating in accordance with applicable Requirements;

“Integrated Testing” to determine whether the components of each Deliverable interface and integrate properly with the County System, and whether the components of each such Deliverable operate in the Approved operating configuration and in accordance with applicable specifications; and

“Final Testing” to test the same functionality as the Integrated Test using actual data from County’s day-to-day operations.]

13.3. Final Acceptance

Final Acceptance by the County shall be as defined in Section 19.4 (Final Acceptance) of the Agreement.

13.4. Final Acceptance Sign-Off Procedure

[Describe the project closing and sign off procedure.]

14. PROJECT REPORTS

Provide the following Reports as provided in Exhibit A.1 (Integrated Requirements FSA):

- Weekly Project status Reports (Exhibit A.1 (Integrated Requirements FSA) – Table 3 (Supplier Project Manager Responsibilities))
- Project kickoff event summary Report (Exhibit A.1 (Integrated Requirements FSA) – Table 4 (Project Planning and Project Initiation Responsibilities))
- Project close-out cost and key learning Report (Exhibit A.1 (Integrated Requirements FSA) – Table 6 (Project Close Responsibilities))
- As needed written Reports as may be reasonably requested by County to monitor the status of the Services under this Work Order (Exhibit A.1 (Integrated Requirements FSA) – Table 3 (Supplier Project Manager Responsibilities))
- Other (provide description):

15. ADDITIONAL REQUIREMENTS

[Identify additional Requirements as applicable. An example might be “County to provide license for xxx” where xxx is the name of a software module that County has determined is required for Supplier to deliver the Services.]

16. DELIVERABLES

[Identify and describe the Deliverables to be delivered by Supplier under this Work Order as described in Section 12.1 (Tasks), and specify (i) the Deliverables that are Key Deliverables, (ii) the dates for Supplier’s delivery of the Deliverables, (iii) the Acceptance Criteria for the Deliverables, and (iv) the Weighting Factors applicable to the Key Deliverables.]

DELIVERABLES					
No.	Deliverable Name	Key Deliverable? (Y/N)	Deliverable Date	Acceptance Criteria	Weighting Factor*
1.	<i>[Insert Deliverable name.]</i>	<i>[Insert “Y” or “N” as applicable.]</i>	<i>[Insert Deliverable Date.]</i>	<ul style="list-style-type: none"> ▪ <i>[Identify the Acceptance Criteria required to achieve this Deliverable. E.g. “Deliverable addresses all elements as described in Subtask [] under Section 12.1 (Tasks), above.”]</i> 	<p style="text-align: center;">—%</p> <p style="text-align: center;"><i>[If this Deliverable is a Key Deliverable, specify the Weighting Factor.]</i></p>
2.	<i>[Add additional rows for additional Deliverables.]</i>	...	...	<ul style="list-style-type: none"> ▪ ...	—%

* The sum of this column should equal one-hundred percent (100%).

17. MILESTONES

[Identify and describe the Milestones to be delivered by Supplier under this Work Order, and specify (i) the Milestones that are Key Milestones, (ii) the dates for Supplier’s delivery of the Milestones, (iii) the Deliverables required to achieve each Milestone, and (iv) the other applicable information in the fields below as to the Key Milestones.]

MILESTONES									
No.	Milestone Name	Key Milestone? (Y/N)	Milestone Date	Included Deliverables	Key Milestone Allocation (Percentage)*	Key Milestone Allocation (Dollars)	Holdback Amount	Key Milestone Scheduled Duration (Months)	Monthly Key Milestone Payment
1.	<i>[Insert Milestone name.]</i>	<i>[Insert “Y” or “N” as applicable.]</i>	<i>[Insert Milestone Date.]</i>	<ul style="list-style-type: none"> ▪ <i>[List the Deliverables required to achieve this Milestone.]</i> 	<i>[If this Milestone is a Key Milestone, specify the Key Milestone Allocation percentage.]</i>	<p>\$—</p> <p><i>[If this Milestone is a Key Milestone, the Key Milestone Allocation in dollars is equal to the Key Milestone Allocation percentage multiplied by the Key Milestone Charges specified in Section 11 (Pricing Sums), above.]</i></p>	<p>\$—</p> <p><i>[If this Milestone is a Key Milestone, the Holdback Amount is thirty-five percent (35%) of the amount specified in the “Key Milestone Allocation (Dollars)” column, to the left.]</i></p>	<i>[If this Milestone is a Key Milestone, specify the scheduled duration of the work in months.]</i>	<p>\$—</p> <p><i>[If this Milestone is a Key Milestone, the Monthly Key Milestone Payment is sixty-five percent (65%) of the amount specified in the “Key Milestone Allocation (Dollars)” column, to the left, divided by the amount specified in the “Key Milestone Scheduled Duration (Months)” column, to the left.]</i></p>
2.	<i>[Add additional rows for additional Milestones.]</i>	...	...	<ul style="list-style-type: none"> ▪ ...	—%	\$—	\$—	—	\$—

* The sum of this column should equal one-hundred percent (100%).

18. KEY MILESTONES PAYMENTS TABLE

[Optional: Include a Key Milestones payments table in the format provided under Exhibit P.1.2 (Fixed Transition-In Fee Payments). An example is provided below.]

Month No.	Month	Finalize Project Design	Finalize Project Build, Deploy, and Test	Final Acceptance	Total (Monthly Fixed Fee)
Milestone Allocation		—%	—%	—%	—%
Total Milestone Payments		\$—	\$—	\$—	\$—
Milestone Duration (Months)		—	—	—	
Milestone Monthly Payment		\$—	\$—	\$—	
Milestone Holdback Amount		\$—	\$—	\$—	
Key Deliverables		See Section 17 (Milestones)	See Section 17 (Milestones)	See Section 19.4 (Final Acceptance) of the Agreement	
1.	September 20XX	\$—			\$—
Key Milestone Approval – Finalize Project Design		\$—			-
2.	October 20XX		\$—		\$—
Key Milestone Approval – Finalize Project Build, Deploy, and Test			\$—		-
3.	November 20XX			\$—	\$—
Key Milestone Approval – Final Acceptance				\$—	-

19. INVOICING

19.1. Charges

[Describe the fee arrangement for this Work Order (i.e., either Fixed Fee, Not to Exceed, Time and Materials, Pass Through Plus Mark-Up, or some combination thereof) by selecting from the options below. If a combination, describe the combination approach, including which Services are provided under which fee arrangement model.]

[Option 1 – Fixed Fee]

The total Charges to be paid by County to Supplier for the Deliverables and other Services to be provided by Supplier pursuant to this Work Order shall be \$ [REDACTED] (the “Fixed Fee Charges”). For the avoidance of doubt, Supplier agrees that this is a Fixed Fee arrangement in which Supplier, subject to the other limitations in this Work Order and the Agreement, will provide all services necessary to provide the Services described in this Work Order for the Fixed Fee specified herein, regardless of the actual number of hours required or actually worked by Supplier to provide such Services.

Supplier shall specify the percentage and dollar allocations of the Fixed Fee Charges and estimated hours for each Critical Milestone as provided in the sample below.

No.	Milestone	Est. Rate	Est. Hours	Est. Proportion	Est. Total
1.	Milestone 1 – Finalize Project Design	\$143.51	140.00	28.6%	\$20,090.90
2.	Milestone 2 – Finalize Project Build, Deploy, and Test	\$129.60	350.00	71.4%	\$45,361.40
Est. Total Labor			490.00	-	\$65,452.30
Fixed Fee Charges			-	-	\$65,452.30

[Option 2 – Not to Exceed]

The total Charges to be paid by County to Supplier for the Deliverables and other Services to be provided by Supplier pursuant to this Work Order shall not exceed \$ [REDACTED] (the “Not To Exceed Price”), pursuant to the rates or Approved pricing set forth in Exhibit P (Pricing). For the avoidance of doubt, County agrees that this is a Not to Exceed arrangement in which Supplier, subject to the other limitations set forth in this Work Order, will provide the Deliverables and other Services described in this Work Order.

Supplier shall specify the percentage and dollar allocations of the Not To Exceed Charges and estimated hours for each Critical Milestone as provided in the sample below.

No.	Milestone	Est. Rate	Est. Hours	Est. Proportion	Est. Total
1.	Milestone 1 – Finalize Project Design	\$143.51	140.00	28.6%	\$20,090.90
2.	Milestone 2 – Finalize Project Build, Deploy, and Test	\$129.60	350.00	71.4%	\$45,361.40
Est. Total Labor			490.00	-	\$65,452.30
Fixed Fee Charges			-	-	\$65,452.30

[Option 3 – Time and Materials]

County will be billed on an hourly basis pursuant to the rates and Approved pricing set forth in Exhibit P (Pricing), including the rates for Professional Services under Exhibit P.4 (Supplier Rate Card), based upon the actual hours worked by Supplier Personnel to provide the Services and in accordance with the payment schedule provided below or attached. Supplier estimates that the Charges for all Time and Materials to complete the Services under this Work Order are \$ [REDACTED]. The foregoing represents Supplier's best, good faith estimate of the Charges required to perform the Services described in this Work Order. In the event it is anticipated that the estimate set forth above will be exceeded, Supplier will provide written notice to County and obtain County's Approval in advance of incurring such excess cost. County has no obligation with respect to any amounts (1) invoiced by Supplier for work rendered in excess of the above estimate prior to the County's Approval of additional Charges in excess of Supplier's estimate, or (2) in excess of the Maximum Project Charges.

Supplier shall specify the percentage and dollar allocations for the Time and Materials estimate and estimated hours for each Critical Milestone by role as provided in the sample below. Supplier's hourly rates must be consistent with rates set forth under Exhibit P.4 (Supplier Rate Card).

No.	Milestone	Level	Location	Rate	Est. Hours	Est. Proportion	Est. Total
Milestone 1 – Finalize Project Design							
1.	Project Manager	Junior	Onsite (Customer)	\$145.72	10.00	7.1%	\$1,457.20
2.	Technical Architect	Junior	Onsite (Customer)	\$150.31	100.00	71.4%	\$15,031.00
3.	System Programmer	Senior	Onsite (Customer)	\$126.21	20.00	14.3%	\$2,524.20
4.	Security Systems Engineer	Junior	Onsite (Customer)	\$107.85	10.00	7.1%	\$1,078.50
Milestone Totals					140.00	100.0%	\$20,090.90
Milestone 2 – Finalize Project Build, Deploy, and Test							
1.	Project Manager	Junior	Onsite (Customer)	\$145.72	20.00	5.7%	\$2,914.40
2.	Technical Architect	Junior	Onsite (Customer)	\$150.31	75.00	21.4%	\$11,273.25
3.	System Programmer	Senior	Onsite (Customer)	\$126.21	200.00	57.1%	\$25,242.00
4.	Security Systems Engineer	Junior	Onsite (Customer)	\$107.85	55.00	15.7%	\$5,931.75
Milestone 2 Totals					350.00	100.0%	\$45,361.40
Est. Total Labor					490.00	-	\$65,452.30
Fixed Fee Charges					-	-	\$65,452.30

[Option 4 – Pass Through Plus Mark-Up]

County will be billed on a Pass Through Plus Mark-Up basis for third party goods and services acquired on behalf of County by Supplier pursuant to the process described under Section 267 (Pass Through Plus Mark-Up) of Exhibit X (Definitions). Supplier estimates that the Charges for all Pass Through Plus Mark-Up Deliverables and other Services under this Work Order are collectively \$ [REDACTED]. The foregoing represents Supplier's best, good faith estimate of the Charges required to perform the Services described in this Work Order. In the event it is anticipated that the estimate set forth above will be exceeded, Supplier will provide

written notice to County and obtain County's Approval in advance of incurring such excess cost. County has no obligation with respect to any amounts invoiced by Supplier for work rendered in excess of the above estimate prior to the County's Approval of additional Charges in excess of Supplier's estimate.

Supplier shall specify the percentage and dollar allocations for the Pass Through Plus Mark-Up Charges by line item as provided in the sample below. Supplier's hourly rates must be consistent with rates set forth under Exhibit P.4 (Supplier Rate Card).

No.	Line Item	Quantity	Pass Through Cost (Each)	Pass Through Cost (Total)	Total Including Mark-Up (7%)
1.		8	\$4,512.00	\$36,096.00	\$38,622.72
2.		3	\$979.00	\$2937.00	\$3,142.59
Total Pass Through Plus Mark-Up Charges				\$39,033.00	\$41,765.31

19.2. Invoices

Invoices will be sent to County in accordance with the invoicing Requirements described in Exhibit F (Invoicing Requirements) and Section 21 (Invoices and Payments) of the Agreement.

19.3. Pass Through Expenses

[Identify any expenses that Supplier will pass through to County as part of the Services under this Work Order pursuant to the terms of the Agreement, e.g. shipping costs.]

No.	Line Item	Pass Through Expenses
1.		\$642.00
2.		\$178.00
Total Pass Through Expenses Charges		\$820.00

20. ATTACHMENTS

[As needed, specify attachments to this Work Order to further clarify the Services to be completed, e.g. project plans developed using Microsoft Project, resumes of Supplier Personnel, etc.]

21. CHANGES

No changes to this Work Order shall be effective without prior County Approval by the CIO or his or her designee. Any increase in price to a Type 2 Work Order will require written approval from the County's Board.

22. SUPPLIER PERSONNEL COSTS

Pursuant to Section 9(D) of Exhibit P (Pricing), there shall be no Charges to County under this Work Order for any travel, entertainment, vacation, sick time, holidays, paid time off, overtime, or other similar costs or expenses in connection with the Supplier Personnel.

23. TERMINATION

Pursuant to Section 25.6 (Termination for Convenience) of the Agreement, County may terminate this Work Order for convenience upon providing Supplier with three (3) Business Days prior written notice. Upon any such termination of this Work Order, County's sole liability shall be the payment of any undisputed Charges incurred through the effective date of termination. For the avoidance of doubt, there shall be no termination fee for County's termination of this Work Order pursuant to Section 25.6 (Termination for Convenience) of the Agreement.

[Signatures provided on the following page]

IN WITNESS WHEREOF, the undersigned have caused this Work Order to be duly executed and effective as of the Effective Date.

**Science Applications International Corporation
(SAIC)**

County of Orange

Signature: _____
Authorized Representative

Signature: _____
Authorized Representative

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**APPROVED AS TO FORM
COUNTY COUNSEL**

Patrick Brusio, Deputy County Counsel



EXHIBIT C (SERVICE MANAGEMENT AND LIFE CYCLE SERVICES TOOLS) –
REVISION 1
TO THE
MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

EXHIBIT C

SERVICE MANAGEMENT AND LIFE CYCLE SERVICES TOOLS

Process	Product Name	Functions and Features	County Service Area
IT Service Management and Life Cycle Services Tools			
Project Management	[REDACTED]	[REDACTED]	[REDACTED]
SLR Monitoring & Reporting	[REDACTED]	[REDACTED]	[REDACTED]
Asset Management	[REDACTED]	[REDACTED]	[REDACTED]
Knowledge Management	[REDACTED]	[REDACTED]	[REDACTED]
Capacity and Availability Management Monitoring/Trending/Reporting	[REDACTED]	[REDACTED]	[REDACTED]
Incident/Problem Management Tracking	[REDACTED]	[REDACTED]	[REDACTED]
Root Cause Analysis ("RCA")	[REDACTED]	[REDACTED]	[REDACTED]
Configuration Management	[REDACTED]	[REDACTED]	[REDACTED]
Change Management and Scheduling	[REDACTED]	[REDACTED]	[REDACTED]

Process	Product Name	Functions and Features	County Service Area
Service Requests Management	[REDACTED]	[REDACTED]	[REDACTED]
Network Management Software			
SNMP Monitoring of Network Devices	[REDACTED]	[REDACTED]	[REDACTED]
WAN Circuit Monitoring	[REDACTED]	[REDACTED]	[REDACTED]
LAN Port Monitoring	[REDACTED]	[REDACTED]	[REDACTED]
DNS/DHCP Tool	[REDACTED]	[REDACTED]	[REDACTED]
VPN / Remote Access	[REDACTED]	[REDACTED]	[REDACTED]
Remote Access Authentication	[REDACTED]	[REDACTED]	[REDACTED]
Netflow Data Collection, Reporting & Monitoring	[REDACTED]	[REDACTED]	[REDACTED]
Network Environment Monitoring (e.g., Circuits, Devices, and Traffic)	[REDACTED]	[REDACTED]	[REDACTED]
Network Utilization Monitoring	[REDACTED]	[REDACTED]	[REDACTED]
Firewall/DMZ/Internet Infrastructure Performance Monitoring	[REDACTED]	[REDACTED]	[REDACTED]
Web Content / URL Filtering	[REDACTED]	[REDACTED]	[REDACTED]
Security Intrusion Prevention and Detection	[REDACTED]	[REDACTED]	[REDACTED]
Network Availability	[REDACTED]	[REDACTED]	[REDACTED]
Network Performance	[REDACTED]	[REDACTED]	[REDACTED]
Gateway Content Filtering of Email	[REDACTED]	[REDACTED]	[REDACTED]

Process	Product Name	Functions and Features	County Service Area
	[REDACTED]		
Configuration / Change Management	[REDACTED]	[REDACTED]	[REDACTED]
Voice Communication Software			
Voice Communication	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
Voice Monitoring	[REDACTED]	[REDACTED]	[REDACTED]s
Voice User Provisioning	[REDACTED]	[REDACTED]	[REDACTED]
Security Tools			
Testing Tools	[REDACTED]	[REDACTED]	[REDACTED]
Security Operations and Management	[REDACTED]	[REDACTED]	[REDACTED]

Process	Product Name	Functions and Features	County Service Area
Incident/Problem Management and Tracking	[REDACTED]	[REDACTED]	[REDACTED]
Risk Management/Compliance Management	[REDACTED]	[REDACTED]	[REDACTED]
Security Vulnerability & Penetration	[REDACTED]	[REDACTED]	[REDACTED]
Gateway Content Filtering of Email	[REDACTED]	[REDACTED]	[REDACTED]
Security Intrusion Detection	[REDACTED]	[REDACTED]	[REDACTED]
Web Content Filtering	[REDACTED]	[REDACTED]	[REDACTED]
Data Loss Prevention	[REDACTED]	[REDACTED]	[REDACTED]
Digital Investigation (Forensics)	[REDACTED]	[REDACTED]	[REDACTED]



EXHIBIT G (GOVERNANCE MODEL) – REVISION 1
TO THE
MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

EXHIBIT G**GOVERNANCE MODEL**

This Exhibit G (Governance Model) sets forth the roles and responsibilities of the Parties for the relationship management processes and activities provided under the Agreement as part of the Services. These processes and activities, as further detailed in this Exhibit G (Governance Model), are required to provide and support the County's overall relationship with the Supplier.

1. RELATIONSHIP MANAGEMENT OVERVIEW**1.1. Relationship Management**

The Supplier's relationship management team will work with the County team to achieve the County's goals and objectives, including:

- (A) Delivery of high-quality, reliable, scalable and secure Services that support the County business needs and achieve the County's Service Level Requirements (SLRs) in accordance with the Agreement;
- (B) Continued high customer satisfaction from all technical and operational Authorized Users of Services;
- (C) Providing ongoing technical and operational insights for no cost improvements to the delivery and performance of the Services, and responding to County request for inputs in support of its planning activities; and
- (D) Ensuring proactive, continued and appropriate communication.

1.2. Continuous Process Improvement

The Supplier will, on an ongoing basis over the Term, proactively identify no cost areas of improvement as to the delivery and performance of the Services and achievement of County's Business Objectives. The analysis and formulation of technical and operational inputs supporting the continuous process improvement will be provided by Supplier as part of the Services and at no additional Charge to the County. The outcome will be information for the County to consider on technical and operational Service, delivery advancements, performance and process improvements and technology changes. The Supplier will document these continuous process improvement inputs for the County's consideration; the County will evaluate the inputs and determine whether any such continuous process improvement inputs warrant further action.

No later than once every six (6) months, the County and the Supplier will meet to allow the Supplier to formally present the continuous process improvement inputs above.

2. KEY ROLES

The County and Supplier will each establish and maintain relationship management teams of senior IT and business professionals. Throughout the Term the respective relationship management teams, will take

such actions, both independently and jointly, to assure performance by Supplier in accordance with the terms of the Agreement.

2.1. Program Managers

Each Party shall designate an individual (for the County, the "County Program Manager" and, for Supplier, the "Supplier Program Manager"), who shall be each Party's primary point of contact for all matters relating to the Agreement.

The Supplier Program Manager: (i) shall be Approved by County and designated as Supplier Key Personnel, (ii) shall have overall responsibility for directing Supplier's activities, and (iii) shall be vested by Supplier with all necessary authority to act for Supplier in connection with all aspects of the Agreement.

Supplier agrees that no part of Supplier Program Manager's compensation will be based on, nor will Supplier Program Manager directly or indirectly receive any commissions or other remuneration based on, the sale, lease or licensing of any Software, hardware or Services by Supplier, any Supplier Subcontractor, or any of the Supplier's Affiliates or Third Party Vendors to the County.

2.2. Transition Manager

Supplier shall designate Transition Manager as Supplier Key Personnel, as provided in Section 12.2 (Supplier Key Personnel) of the Agreement. The initial Transition to Supplier Services will require the establishment of a Transition team with membership from both Supplier and County. The Supplier shall dedicate a Transition Manager who will be in place for the duration of the Transition.

The Supplier Transition Manager shall be responsible for Managing the Supplier Transition Plan and the Transition Services and Transition Deliverables, including interfacing with Third Party Vendors. The Supplier Transition Manager will ensure that the Transition Plan is developed in accordance with County Project Management methodologies. The Supplier Transition Manager will follow the policies, practices and norms of the County's Project Management Office (PMO) and ensure that progress reviews and reports are produced in a timely manner. The Supplier Transition Manager will Coordinate all activities with the County's Transition manager.

The Transition Manager shall at a minimum:

- (A) be experienced at managing and coordinating transitions of similar scale, Service mix, and complexity;
- (B) have experience with, and have skills and knowledge related to:
 - (i) the Transition of each of the Functional Services Areas, and collectively the Services,
 - (ii) engaging Third Party Vendors and Subcontractors effectively as they impact the Transition, and
 - (iii) engaging with the County Personnel to effectively execute the Transition Plan;
- (C) be responsible for assuring appropriately skilled and knowledgeable personnel are available and that Transition Services are successfully delivered on time and within scope and budget; and
- (D) be knowledgeable and experienced at using the Supplier's Best Practices for managing Transition Services as well as Supplier's Best Practice tools, processes and procedures.

2.3. Service Delivery Managers

Each Party shall designate individuals (for Supplier, the "Supplier Service Delivery Manager" and for the County, the "County Service Performance Manager") for the Functional Service Areas defined in Section

2.3 (Functional Service Areas) of the Agreement and for County-designated sub-service areas. These individuals shall be each Party's primary point of contact for all matters relating to that Functional Service Area or sub-service area. Depending on the Requirements of the Functional Service Area, these personnel could be dedicated to one service area, or responsible for multiple service areas. Supplier Service Delivery Managers shall be, at a minimum:

- (A) experienced with, and have skills and knowledge related to:
 - (i) the assigned Functional Service Area or sub-service area, including the County's Business Objectives and Service Level Requirements,
 - (ii) other Functional Service Area or sub-service area services, and any associated Service Level Requirements, that impact their assigned Functional Service Area or sub-service area,
 - (iii) engaging Supplier Subcontractor, Supplier Affiliates, and Third Party Vendors, and
 - (iv) how all of the above integrate to provide Services for the County;
- (B) experienced at running information technology systems and networks of a size, Service mix, and complexity that are comparable to those of the County;
- (C) knowledgeable and experienced at using Supplier's Best Practices, tools, processes, and procedures; and
- (D) Approved by County, as provided in Section 12 (Services Team) of the Agreement.

The primary role of the Supplier Service Delivery Managers and the County Service Performance Managers is to Manage and Coordinate the day-to-day operational relationships between the Supplier's Services and the County operations. This involves managing and coordinating the appropriate resources to ensure (i) optimal delivery of Services; (ii) performance in accordance with the Agreement; and (iii) that all Issues raised are Resolved in accordance with the Agreement and Service Level Requirements.

2.3.1. Assignment of Service Delivery Managers

Supplier Service Delivery Managers shall be assigned for the following Functional Service Areas:

- (A) Integrated Requirements,
- (B) Converged Network,
- (C) Voice Communications, and
- (D) Security Operations.

2.4. Additional Relationship Management Functions

The following are additional County and Supplier relationship management functions that are essential to managing the relationship. If required, specific Supplier individuals can be assigned and added to Key Personnel, including, but not limited to the areas of the:

- (A) Financial Management function;
- (B) Performance Management function;
- (C) Contract Management function; and
- (D) Continuous Improvement Management function.

2.4.1. Financial Management

The County and Supplier Financial Management function monitors and manages financial administration practices and procedures associated with the contract ensuring that financial controls are in place and aligned with the contract. Financial Management function activities include:

- (A) Acting as primary contact for all billing and financial issues;
- (B) Developing and reviewing invoices, charges, budget performance, identifying disparities and variances to plans and recommending corrective action; and
- (C) Applying and reviewing Charge Reductions to the applicable reporting period and assisting with the identification of problem areas.

2.4.2. Service Level Requirements Management

The County and Supplier Service Level Requirements Management function is responsible for day to day and overall activities to ensure Supplier performance meets Service Level Requirements. This function includes:

- (A) Leading the measurement process by which Service Level Requirements are assessed and reported; and
- (B) Reviewing and monitoring performance, recommending corrective action and facilitating the development of continuous improvement plans.

The Supplier's Service Level Requirements Management will provide Service Level Requirements continuous process improvement inputs as provided in Section 1.2 (Continuous Process Improvement) of this Exhibit G (Governance Model).

2.4.3. Contract Administration, Engagement, and Management

The Supplier Contract Administration, Engagement, and Management function provides administrative services related to Managing the Supplier's engagement with the County. This function includes:

- (A) Facilitating contract activities from contract signing through Supplier Transition and ongoing delivery of the Services;
- (B) Monitoring and training on compliance with contract terms and conditions and providing input to resolve issues related to non-compliance; and
- (C) Administering, monitoring, and reporting on the escalation process to address all contract management issues.

3. GOVERNANCE PROCESS

3.1. Governance Structure

3.1.1. Executive Steering Meetings

The "Executive Steering Meetings" will include senior executives from each Party, including the County's CIO (or designee) and executive management and Supplier's top IT outsourcing executives who will meet to discuss high-level strategic and operational issues relating to the Agreement.

The Executive Steering Meetings shall occur at least twice a year, and the items addressed during such meetings shall include the following:

- (A) Address relevant high-level issues appropriate for executive-level discussion
- (B) Address the overall health of the relationship to ensure Business Objectives are being met;
- (C) Review and consider input from Supplier as to the continuous improvement processes; and
- (D) Address major relationship and alignment issues, disputes (in accordance with Section 34 (Internal Dispute Resolution), and Service and staffing issues that require discussion during the Executive Steering Meetings.

For each such meeting, the Parties shall meet at County facilities. Prior to each such meeting, County shall prepare a suggested agenda. Supplier shall make available its senior management personnel and Supplier Key Personnel to answer questions from the County from agenda items at the meeting and in preparation for the meeting.

3.1.2. Management Review Meetings

The “Management Review Meetings” shall include participation by program and IT management from the County and the Supplier, and participants shall review, plan, coordinate, and address issues with Supplier’s day to day delivery of the Services in accordance with the Agreement, including the integration of the individual Services provided by Supplier or third parties to service County programs, as directed by County, and reviewing Supplier performance and addressing service management issues. Issues that cannot be resolved by these Management Review Meetings may be escalated to the Executive Steering Meetings or such other meetings or groups as appropriate to address escalated issues as the County designates.

The Management Review Meetings shall be chaired by the County Program Manager. Its attendees shall include the Supplier Program Manager, County executive management, and, as required by the County, County Program Managers and technical leads. Any additional attendees will be agreed upon between the Parties in advance of the meetings.

The Management Review Meetings shall occur monthly at County facilities, or more often if required by the County, and, at a minimum, shall address the following:

- (A) Discussing the Supplier's compliance with the Service Level Requirements for all Services;
- (B) Planning for new Services and removal of Services;
- (C) Reviewing all financial arrangements, including invoices submitted by the Supplier;
- (D) Reviewing the County’s satisfaction with the Key Personnel;
- (E) System performance and capacity review and planning;
- (F) Addressing Problems, disputes, Incidents, trends and Change Requests that have been escalated to this level;
- (G) Reviewing project forecasts and action items;
- (H) Addressing exceptions to performance Management and Best Practices; and
- (I) Addressing such other matters as one Party may bring to the other.

Prior to each such meeting, the Supplier shall prepare a suggested agenda at the direction of the County. The Supplier shall deliver the agreed-upon agenda to the County at least five (5) Business Days prior to the meeting, if such meetings take place on a monthly basis, or at least two (2) Business Days prior to the

meeting, if such meetings take place on a weekly basis. The Supplier shall make available its senior management personnel and Supplier Key Personnel to answer questions from the County regarding the agenda items for such meeting. Further, either Party may invite industry subject matter experts to participate in such meetings to facilitate information exchange and increase the value of the meeting discussion.

3.1.3. Operations Review Team – Steady State

The “Operations Review Team – Steady State” is a joint team comprised of IT and business management from the County and the Supplier (e.g., program and/or Service personnel), and shall assist the County for overseeing the day-to-day operation of the steady state Services.

The Operations Review Team – Steady State shall be chaired and facilitated by the Supplier Program Manager or his/her designee. Its members shall include Supplier Service Delivery Managers and Services area technical management and staff and shall include corresponding representation from the County as needed.

The Operations Review Team – Steady State shall meet on a bi-weekly basis, or as otherwise directed by County, and responsibilities shall include the following:

- (A) Addressing operational and Service delivery issues arising during the previous week;
- (B) Reviewing and providing reports on Root Cause Analysis of any previous issues;
- (C) Addressing outstanding or unresolved issues or trends;
- (D) Reviewing progress reports;
- (E) Planning for future changes;
- (F) Reviewing and providing reports on the Supplier's compliance with the Service Level Requirements;
- (G) Reviewing and providing reports on Problems, disputes, Incidents and Change Requests; and
- (H) Addressing such other matters as one Party may bring to the other.

In addition to the bi-weekly joint Operations Review Team – Steady State meeting, specific operations team meetings can be called if required at the County’s discretion for specific Service area or County programs to address the items listed above or to otherwise ensure that the Services are delivered to meet the County’s Business Objectives.

Prior to each meeting, Supplier shall prepare a suggested agenda, at the direction of the County Performance Managers.

3.1.4. Operations Review Team – Projects

The “Operations Review Team – Projects” is a joint team comprised of IT and business management from the County and the Supplier (e.g., program and/or Service personnel), and shall assist the County for overseeing the day-to-day operation of the Projects.

The Operations Review Team – Projects shall be chaired and facilitated by the Supplier Program Manager or his/her designee. Its members shall include Supplier Service Delivery Managers and Services area technical management and staff and shall include corresponding representation from the County as needed.

The Operations Review Team – Project shall meet on a monthly basis, or as otherwise directed by County, and responsibilities shall include the following:

- (A) Addressing operational and Service delivery issues arising during the previous month;
- (B) Reviewing and providing reports on any issues with ongoing Projects;
- (C) Addressing outstanding or unresolved issues or trends;
- (D) Reviewing progress reports;
- (E) Planning for future changes;
- (F) Reviewing and providing reports on the Supplier's compliance with the Project Requirements;
- (G) Reviewing and providing reports on Problems, disputes, Incidents and Change Requests; and
- (H) Addressing such other matters as one Party may bring to the other in connection with any Projects.

In addition to the monthly joint Operations Review Team – Projects meeting, specific operations team meetings can be called if required at the County's discretion for specific Projects to address the items listed above or to otherwise ensure that the Project Management Services are delivered to meet the County's Business Objectives.

Prior to each meeting, Supplier shall prepare a suggested agenda, at the direction of the County Performance Managers.

3.2. Day-to-Day Management Processes

During the Transition period, County-approved formal procedural, reporting and communication processes and structures will be established in order to manage the delivery of the Services to be provided by the Supplier in an efficient and effective manner. They will be Documented and Maintained by the Supplier, as approved by the County, and modified and updated on an ongoing basis to reflect changes to the business and operational relationship.

The Supplier and the County will agree upon additional points of contact and a reporting structure covering day-to-day operations and reviews of the Supplier's performance. These may include technical, financial, and Service Level Requirements reviews as well as the resolution of any other issues that may arise. These reporting schedules will be Documented and Maintained by the Supplier in an online repository integrated into the broader IT Service Management suite and accessible to the County's management team. A regular meeting schedule will be required for the different reporting levels established, with ongoing twenty-four (24) hour access to all of the Supplier points of contact when required. In addition to the processes and procedures as described in the FSAs, Supplier must provide processes and procedures acceptable to the County that can be used to manage day-to-day relationship processes and shall include:

- (A) Incident / Problem resolution;
- (B) Resolving disputes and Change Requests;
- (C) Dispute resolution;
- (D) Resolving Root Cause Analysis of any previous issues;
- (E) Addressing outstanding or unresolved issues;
- (F) Contract Change Management;
- (G) New business request; and

- (H) Performance reporting (e.g., Service Level Requirements, project status, outstanding Service request status).

3.3. Communications

Communications between the County and the Supplier shall, wherever possible and practicable, be face to face. Video or audio conferences will be the second choice of communication medium. Where video or audio conferences are not practical, e-collaboration will be the fall-back communication medium.

All formal meetings shall take place during normal County Business Hours, unless otherwise required by County, whether face to face or video or audio conferences, and shall:

- (A) Be set with an agenda per above in advance and have an identified chairman and note taker. The agenda should have clear directions of location and/or medium to be used; date and time of meeting; topic items to be covered and the expected outcome for each topic; owners of each topic; and any pre-work to be undertaken by topic owners or attendees.
- (B) Be documented with minutes by the note taker, and such minutes to include high-level summaries of key discussion points, future actions with expected deadlines and those persons responsible for the actions. Minutes should be distributed to attendees and missing attendees and any persons with actions to be taken.
- (C) Identify the person who shall be responsible for organizing the next meeting.

3.4. Governance Processes

In addition to the Governance processes identified in Section 3 (Governance Process), the County may require additional governance processes to manage the relationship with the Supplier. The Supplier will provide the appropriate personnel to support the County's Governance Requirements as requested by County.



EXHIBIT H.1 (SERVICE LEVEL REQUIREMENTS TABLE) – REVISION 3
TO THE
MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

EXHIBIT H.1

SERVICE LEVEL REQUIREMENTS TABLE

This Exhibit H.1 (Service Level Requirements Table) is an attachment and addition to the Managed Services Network, Voice, and Security Agreement by and between the County of Orange (“County”) and Science Applications International Corporation (SAIC) (“Supplier”), effective as of the Reference Date, and is incorporated into the Agreement by reference hereof. Capitalized terms used in this Exhibit H.1 (Service Level Requirements Table) shall have the meaning ascribed in the Agreement unless expressly otherwise defined herein.

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
IT Service Management & Life Cycle Services (Transaction Based)												
SLR 1	Optional Work Proposal Response (e.g., timelines, deliverables, pricing, assumptions and constraints, comprehensive and complete written documentation, and required Supplier authorized approvals).	Time to deliver Optional Work Proposal Response (“OWPR”).	Ten (10) Business Days, unless County Approves another date for delivery of the OWPR upon contact by Supplier of the County requestor to acknowledge receipt of the request. SLR pertains to NRI Work Orders only.	100%	Monthly	Monthly	100 x (Total number of OWPR delivered by Supplier on or before the OWPR Deadline during the Month/total number of Optional Work proposals due to be provided by the Performance Target during that same month)	County-provided Service Management System (currently [REDACTED] or via County-provided emails which document the delivery date and time.	None	10%	7%	10%
SLR 2	Work Order Acknowledgement and Time Estimate	Time to contact County Requester of any Optional Work proposal.	Three (3) Business Days to acknowledge receipt of the request and provide an initial time estimate for Supplier’s completion of the OWPR. Any agreement by the County requestor on a date for delivery of the OWPR will be reported in the County-provided Service Management System (currently [REDACTED] or via County-provided email(s) which document the acknowledgement. SLR pertains to NRI Work Orders only	100%	Monthly	Monthly	100 x (Total number of Work Order Acknowledgements/Time Estimates delivered by Supplier on or before the deadline during the Month/total number of Work Order Acknowledgements/Time Estimates due to be provided by the Performance Target during that same month)	County-provided Service Management System (currently [REDACTED] or via County-provided emails which document the acknowledgement.	None	3%	3%	3%
SLR 3	Services Implementation	Time to Implement Services	Complete implementation of the Services by the County-Approved deadline provided to Supplier in writing in Service Request within [REDACTED] If the County causes a delay in implementation, the	95% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a	Monthly	Monthly	100 x (Total number of implementations completed by the County-Approved deadline within the month/Total number of implementations due to be completed by the County-Approved deadline during that same month)	County-provided Service Management System (currently [REDACTED] or via County-provided emails which document the project completion.	None	2%	4%	2%

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			County-Approved deadline will be extended by the number of Business Days between the Business Day upon which the County-caused delay began and the Business Day upon which the County-caused delay ended. SLR pertains to NRI Work Orders only.	miss 76-100 >4 = 5 Failures cause a miss Monthly measurement with one hundred and one (101) or more Transactions will follow the normal percentage calculation.								
SLR 4	Service Request Disposition	Time to assign Service Request	Disposition of Service Request within 1 Business Day of receipt by Supplier of the Service Request, unless otherwise Approved by County (the "SR Disposition"). For purposes of this SLR, "disposition" means assignment to the appropriate resolver queue, e.g. Work Order, IMAC, Network Change, firewall change, etc.	99% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a miss 76-100 >4 = 5 Failures cause a miss Monthly measurement with one hundred one (101) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total number of Service Requests disposed by the SR Disposition within the month/Total number of Service Requests due to be disposed by the SR Disposition during that same month)	County-provided Service Management System (currently [REDACTED])	None	3%	3%	3%
SLR 5	Category P1 and P2 events resulting from Supplier error Basis for evaluation will be the outcome associated with the RCA.	Performance Measured Monthly in Aggregate	24x7x365	1% of all P1 and P2 incidents Transaction Range Amount of Failures that Cause SLR Miss For 0-25: 2 or more Failures causes an SLR miss For 26-50: 3 or more Failures causes an SLR miss For 51-75: 4 or more Failures causes an SLR miss For 76-100: 5 or more Failures causes an SLR miss Monthly measurement with one hundred one (101) or more Transactions will follow the normal percentage calculation.	Monitor Continuously, Measure Monthly	Monthly	X / Y Where: X = the total number of P1 and P2 incidents resulting from Supplier error in the Reporting Period, and Y = the total number of P1 and P2 incidents in the Reporting Period. All P1 and P2 incidents each month will be classified pursuant to County's review of Supplier's P1 and P2 Root Cause Analyses. The total number of events found to be caused by Supplier error will be used to determine pass or fail of this SLR.	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness ² , or (2) September 1, 2019.	7%	7%	7%

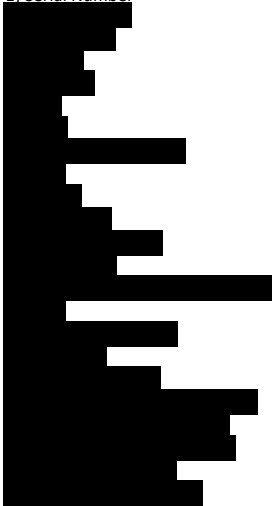


System Software Refresh and Updates (Transaction Based)
Supplier will perform System Software Version or major release modification and unlimited service pack/minor release modifications and patch modifications per installed system as available from manufacture and Approved by the County for application compatibility.

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
SLR 6	Deploy Emergency Maintenance Release (e.g., security pack, bug patch, antivirus, anti-SPAM, and anti-Spyware update deployments)	Time to deploy	Identify and perform within [redacted] as directed and Approved by the County or per County Approved project schedule. Subject to Change Management procedures.	100%	Monthly	Monthly	100 x (Total of successful deployments completed within the performance target during a month/total of all deployments due to be completed by a Performance Target occurring during that same month)	County-provided Service Management System (currently [redacted])	Ramp-Up Period ends as of July 31, 2020. All new critical releases identified after the Cisco Assessment performed in July 2019 and during the Ramp-Up Period will be subject to the SLR Performance Target criteria.	5%	5%	5%
SLR 7	Deploy Non-Emergency Maintenance Release (e.g., XYZ Version 8.1.5 to XYZ Version 8.1.6)	Time to deploy	Identify and perform within [redacted] following availability of release for deployment or per County Approved project schedule. Subject to Change Management procedures.	99% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a miss 76-100 >4 = 5 Failures cause a miss Monthly measurement with one hundred one (101) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total of successful deployments completed within the performance target during a month/total of all deployments due to be completed by a Performance Target occurring during that same month)	County-provided Service Management System (currently [redacted])	Ramp-Up Period ends as of July 31, 2020.* *As to Voice Communications Services, the Ramp-Up Period ends as of July 31, 2020.	3%	3%	3%
SLR 8	Deploy Enhancement Release (e.g., XYZ Version 8.1 to XYZ Version 8.2)	Time to deploy	Identify and perform within thirty [redacted] after notification by County or per County Approved project schedule.	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total of successful completions of the service measure within the performance target during a month/total of all service measures due to be completed by the Performance Target occurring during that same month)	County-provided Service Management System (currently [redacted])	Ramp-Up Period ends as of July 31, 2020.	3%	3%	3%
SLR 9	Deployment of Major Release Updates (e.g., XYZ Version 8 to XYZ Version 9)	Time to notify and subsequently deploy	Identify and notify County within [redacted] of the availability of the Major Release Update and, in the case the County notifies Supplier of request to deploy such update, Supplier to perform within [redacted] after receipt of notice	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the	Monthly	Monthly	100 x (Total of successful completions of the service measure within the performance target during a month/total of all service measures due to be completed by the Performance Target occurring during that same month)	County-provided Service Management System (currently [redacted])	Ramp-Up Period ends as of July 31, 2020.* * As to Voice Communications Services, the Ramp-Up Period ends as of July 31, 2020.	5%	5%	5%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
			by County of request to deploy or per County Approved project schedule.	normal percentage calculation.								
Incident Resolution (Transaction Based)												
SLR 10	Time to Notify County of a Priority 1 or 2 Incident and impact to the affected agencies. This will be the existing basic notification to the OCIT distribution list that includes the CI (Equipment impacted) and Agency information	Time to Respond	<15 minutes	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total number of all successful notifications completed within the performance target during a month/total number of all notifications due to be provided during that same month)	County-Approved tool for notifying the proper agency	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	7%	7%	7%
SLR 11	Red, Yellow & Green Notification ("R-Y-G Notifications") Time to Notify County of a Priority 1 or 2 Targeted, Agency Specific Incident with Business Impact and Information on What Is Being Done to Address with RYG Status Provided to OCIT and the Affected Agency or Agencies.	Time to Respond with Required Information	Every sixty (60) minutes (during business & extended hours) for recurring notifications, until point of resolution subject to the major Incident handling procedure ("R-Y-G notification process").	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total number of successful notifications completed within the performance target during a month/total number of all notifications due to be provided during that same month)	County-Approved tool for notifying the proper agency	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	7%	7%	7%
SLR 12	Time to Notify County of a Priority 3 or 4 Incident. This is the County-provided Service Management System (currently [REDACTED] with automated notification upon ticket creation.	Time to Respond	Less than thirty (30) minutes	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total number of successful notifications completed within the performance target during a month/total number of all notifications due to be provided during that same month)	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	2%	2%	2%
SLR 13	Incident Resolution - Priority Level 1	Time to Resolve	Less than (3) hours	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss	Monthly	Monthly	100 x (Total number of Incidents successfully Resolved within the performance target during a month/total number of Incidents due to be Resolved within the same month)	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.*	10%	12%	10%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
				26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.					* As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.			
SLR 14	Incident Resolution - Priority Level 2	Time to Resolve	Less than (7) hours	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total number of Incidents successfully Resolved within the performance target during a month/total number of Incidents due to be Resolved within the same month)	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	10%	9%	10%
SLR 15	Incident Resolution - Priority Level 3	Time to Resolve	Less than (3) Calendar Days, excluding holidays, or if County defers to a later date/time.	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total number of Incidents successfully Resolved within the performance target during a month/total number of Incidents due to be Resolved within the same month)	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	10%	6%	10%
SLR 16	Incident Resolution - Priority Level 4	Time to Resolve	Less than three (3) Calendar Days, excluding holidays, or if County defers to a later date/time.	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total number of Incidents successfully Resolved within the performance target during a month/total number of Incidents due to be Resolved within the same month)	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services	3%	3%	3%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
									Readiness, or (2) September 1, 2019.			
SLR 17	Draft Root Cause Analysis ITIL FORM	Time to provide draft Root Cause Analysis report	By no later than the next Business Day following Incident Resolution for Priority Level 1 or 2	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total number of successful Draft RCA Reports provided within the performance target during a month/total number of draft RCA reports due to be provided within the same month)	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	6%	6%	5%
SLR 18	Final Root Cause Analysis	Time to provide final Root Cause Analysis report that includes, at a minimum: 1) Complete assessment of impacted Services; 2) Explanation of root cause and CI impacted; and 3) Detailed plan to prevent future occurrences.	Within five (5) Business Days of Incident Resolution for Priority Level 1 or 2 or within the time frame Approved by the County. The Service Ticket will be placed in pending Status at the time the RCA is submitted to the County for review, and taken out of pending Status once the County's review is finished.	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total number of successful final RCA reports provided within the performance target during a month/total number of final RCA reports due to be provided within the same month)	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	9%	9%	7%
<p>Backup and Restoration (Transaction Based) Supplier shall implement and maintain backup and restoration capabilities for specified Functional Service Area data, applications, and component configurations as defined in the column labeled "Infrastructure Device or Component" in Exhibit H (Service Level Requirements). Supplier shall perform backups and retain configuration files according to the column labeled "Backup and Retention of Configuration Files" in Exhibit H (Service Level Requirements). Supplier shall perform error and omission-free backups according to the column labeled "Retention of Log Files and Application data" in Exhibit H (Service Level Requirements). Upon Service Request submission, Supplier shall execute recovery procedures to restore the device type configuration files, log files, or application data. Supplier shall continually monitor backup jobs and immediately identify, and fix any failures to ensure successful reruns to meet frequency Requirements.</p>												
SLR 19	Backup of Management Tools Configuration and Database, and Backup of Device Configurations.	Successful backup and storage	Daily/Incremental Backup completion within 24 hours. Weekly/Monthly Full Backup completion within 48 hours or prior to next business day start of Daily/Incremental Backups	100%	Monthly	Monthly	Number of backups completed on schedule/total of all backups scheduled during Measurement Interval	Native Backup System Reporting Tools	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services	3%	5%	3%

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									Readiness, or (2) September 1, 2019.			
SLR 20	Production Data Restore Requests. (Transactional)	Completion time for data thirty (30) Calendar Days old or less	Commence restoration ≤ 8 Business Hours from County request. Device configuration data available ≤ 30 minutes when requested for Incident response and Resolution.	98% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x (Total number of successful restorations completed during a month/total number of all restorations due to be completed during the same month)	County Approved tool that provides logging data.	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	3%	3%	3%
Asset Tracking and Management (Transaction Based) Within five (5) Business Days after the first Business Day of each calendar quarter. Supplier shall select a statistically valid sample (recommend 10% of total Assets), based on the Approved Asset Management report, and in accordance with the process specified in the Policies, Standards and Procedures Manual, to measure Supplier compliance with the following SLR pertaining to the accuracy of individual data elements in the Asset tracking database. Accuracy of data shall adhere to the following SLR.												
SLR 21	Accuracy of Data Elements in Asset Tracking Database with the following fields: 1) Serial Number  Accuracy of Circuit Component Information in Asset Tracking Database with the following fields: 	Accuracy and Completeness of Data	Sample size of one hundred percent (100%) of the entire Asset Tracking Database based on the applicable data fields in which the County will select a random sampling one percent (1%) of the defined data elements for verification. Parties agree to develop a process for randomly selecting the one percent (1%) to be included in the Policies, Standards and Procedure Manual. County will notify Supplier within seventy-two (72) hours after receipt of the Asset Tracking Database submission as to which sites the County will audit.	97%	Quarterly	Quarterly This SLR is applicable for the months of January, April, July, and October	100 x (Total number of audited data elements that are accurate/Total number of audited data elements).	Single CMDB that reports on all reportable items. (Asset information will be consolidated into the County  Asset Management System)	Ramp-Up Period ends June 30, 2019.	N/A	10%	N/A

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Service Management and Life Cycle Management Tools System availability of tools proposed in the delivery of Services and the Web Portal for real time display of system output. SLR is applicable to tools that provide real time and periodic reporting, data, and information on the Supplier-Managed environment.												
SLR 22	Service Management and Life Cycle Management Tools, including, but not limited to: [REDACTED]	System Availability	Per number of Days in monthly Measuring Intervals and Reporting Periods defined in Section 4.4 (Number of Days in Monthly Measuring Intervals and Reporting Periods) of Exhibit H (Service Level Requirements).	99.90%	Monthly	Monthly	$100 \times ((TA - O)/TA)$ Where: $O = \sum$ of (total Outages of IT Service Management and Life Cycle Management Tools - total Outages of IT Service Management and Life Cycle Management Tools that are excludable under this Exhibit H.1 (Service Level Requirements Table)) $TA = \sum$ of the total Availability of hours for tools listed column 1 of this SLR for that month	County-provided Service Management System (currently [REDACTED] Priority Incident Tracker and Final RCA.	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	7%	7%	7%
SLR 23	Collection of Syslog from Managed Devices	Completeness of data collection	Sample size of one hundred percent (100%) of the managed devices in which the County will select a random sampling one percent (1%) of the defined devices for verification. County will look up Syslog data for the selected sample of devices, and if no data exists for that device, it is considered a failure.	99.00%	Monthly	Monthly	$100 \times (\text{Total number of audited Managed devices that are accurate} / \text{Total number of audited Managed devices})$	Single repository that collects Syslog data from all reportable Managed devices	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	3%	3%	3%
Authorized User Scheduled Survey Supplier shall establish a mutually agreed upon Authorized User satisfaction survey, that may be facilitated by a third party and designed with County and Supplier input. Supplier shall supply County semiannual reports of County Authorized User satisfaction, integrating the results of ongoing Authorized User satisfaction surveys for each IT Service Area. Upon delivery of each such report, the Parties shall meet to jointly identify any areas of Authorized User dissatisfaction. The Supplier shall prepare a project plan with County's input and Approval to Resolve Authorized User dissatisfaction												
SLR 24	Authorized User Scheduled Survey (conducted semi-annually)	Authorized User satisfaction	Authorized Users surveyed should be very satisfied or satisfied.	90%	Semi-annual	Semi-annual This SLR is applicable for the months of January and July.	$100 \times (\text{Surveys received} - \text{surveys not meeting Performance Target}) / \text{Surveys received}$	County Survey Template	Ramp-Up Period ends June 30, 2019.	N/A	N/A	10%
SLR 25	County Program Management	Program Management Satisfaction	Those surveyed should be very satisfied or satisfied.	90%	Semi-annual	Semi-annual This SLR is applicable for the months of January and	$100 \times (\text{Surveys received} - \text{surveys not meeting Performance Target}) / \text{Surveys received}$	County Survey Template	Ramp-Up Period ends June 30, 2019.	N/A	N/A	7%

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						July. During the months in which this SLR applies, Supplier is solely responsible for reporting the results of this survey as a part of its monthly reporting for such month.						
IMACs												
SLR 26	IMAC (1-5 devices per request) This SLR applies to all County Locations	Elapsed time	Less than or equal to two (2) Business Days of request or per mutually agreed-upon schedule	98% Transaction Range Amount of Failures that Cause SLR Miss 0-20 >1 = 2 Failures cause a miss 21-50 >2 = 3 Failures cause a miss Monthly measurement with fifty-one (51) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x ((TE - FE)/TE) Where: TE = Total number of IMACs FE = Total number of IMACs that the Supplier failed to successfully complete within the Performance Target	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	3%	3%	3%
SLR 27	IMAC (6-10 devices per request) This SLR applies to all County Locations	Elapsed time	Less than or equal to three (3) Business Days of request or per mutually agreed-upon schedule	99% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a miss 76-100 >4 = 5 Failures cause a miss Monthly measurement with one hundred one (101) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x ((TE - FE)/TE) Where: TE = Total number of IMACs FE = Total number of IMACs that the Supplier failed to successfully complete within the Performance Target	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	2%	2%	2%
SLR 28	IMAC (11-20 devices per request) This SLR applies to all County Locations	Elapsed time	Less than or equal to five (5) Business Days of request or per mutually agreed-upon schedule	99% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss	Monthly	Monthly	100 x ((TE - FE)/TE) Where: TE = Total number of IMACs FE = Total number of IMACs that	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.*	2%	2%	2%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
				26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a miss 76-100 >4 = 5 Failures cause a miss Monthly measurement with one hundred one (101) or more Transactions will follow the normal percentage calculation.			the Supplier failed to successfully complete within the Performance Target		* As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.			
SLR 29	IMAC (21+ devices per request) This SLR applies to all County Locations	Elapsed time	Per mutually agreed-upon schedule	99% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a miss 76-100 >4 = 5 Failures cause a miss Monthly measurement with one hundred one (101) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x ((TE - FE)/TE) Where: TE = Total number of IMACs FE = Total number of IMACs that the Supplier failed to successfully complete within the Performance Target	County-provided Service Management System (currently [REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	2%	2%	2%

Network Management

Network Availability (Non Transaction)

See Exhibit H (Service Level Requirements)

SLR 30	WAN and Voice Availability at all Tier I County Locations	Availability Measured monthly in the Aggregate	WAN and Voice available at all times during the Total Availability hours at all Tier I County Locations for the Calendar Month.	99.99%	Monitor continuously, measure monthly	Monthly	100 x ((TA - O)/TA) Where: O = Σ of (total (Outages of WAN Service + Outages for which WAN Service was Available but Voice Service was not Available) - (total (Outages of WAN Service + Outages for which WAN Service was Available but Voice Service was not Available) that are excludable under Section 4.3 (Pending Criteria and Incident Assignment) of Exhibit H (Service Level Requirements))) at every Tier I County Location TA = Σ of Total Availability Hours at every Tier I County Location	County-provided Service Management System (currently [REDACTED]) Priority Incident Tracker, Final RCA, and [REDACTED] Report	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	10%	12%	11%
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No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
							<p>For the sake of clarity, an Outage is defined as the sum of the total outages for WAN service plus the total outages when WAN Service was Available but Voice Service was not Available minus the total of all outages for WAN Service plus the total outages when WAN Service was Available but Voice Service was not Available that are excludable under Section 4.3 (Pending Criteria and Incident Assignment) of Exhibit H (Service Level Requirements), and an Outage shall be determined for the calculation of "O" if at least one (1) applicable County Location is experiencing an Outage.</p>					
SLR 31	LAN Availability at all Tier I County Locations	Availability measured monthly in aggregate	LAN Availability at all times during the Total Availability Hours at all Tier I County Locations for the Calendar Month.	99.99%	Monitor continuously, measure monthly	Monthly	$100 \times ((TA - O)/TA)$ Where: $O = \sum$ of (total Outages of LAN Service - total Outages of LAN Service that are excludable under this Exhibit H.1 (Service Level Requirements Table)) at every Tier I County Location $TA = \sum$ of Total Availability Hours at every Tier I County Location	County-provided Service Management System (currently [REDACTED] Priority Incident Tracker, Final RCA, and [REDACTED] Report	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	10%	9%	9%
SLR 32	WAN and Voice Availability at all Tier II County Locations	Availability measured monthly in aggregate	WAN and Voice available at all times during the Total Availability Hours at all Tier II County Locations for the Calendar Month.	99.95%	Monitor continuously, measure monthly	Monthly	$100 \times ((TA - O)/TA)$ Where: $O = \sum$ of (total (Outages of WAN Service + Outages for which WAN Service was Available but Voice Service was not Available) - (total (Outages of WAN Service + Outages for which WAN Service was Available but Voice Service was not Available) that are excludable under Section 4.3 (Pending Criteria and Incident Assignment) of Exhibit H (Service Level Requirements))) at every Tier II County Location $TA = \sum$ of Total Availability Hours at every Tier II County Location For the sake of clarity, an Outage is defined as the sum of	County-provided Service Management System (currently [REDACTED] Priority Incident Tracker, Final RCA, and [REDACTED] Report	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	10%	10%	9%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
							the total outages for WAN service plus the total outages when WAN Service was Available but Voice Service was not Available minus the total of all outages for WAN Service plus the total outages when WAN Service was Available but Voice Service was not Available that are excludable under Section 4.3 (Pending Criteria and Incident Assignment) of Exhibit H (Service Level Requirements), and an Outage shall be determined for the calculation of "O" if at least one (1) applicable County Location is experiencing an Outage.					
SLR 33	LAN Availability at all Tier II County Locations	Availability measured monthly in aggregate	LAN Availability at all times during the Total Availability Hours at all Class 2 Locations for the Calendar Month.	99.95%	Monitor continuously, measure monthly	Monthly	$100 \times ((TA - O)/TA)$ Where: $O = \sum$ of (total Outages of LAN Service - total Outages of LAN Service that are excludable under this Exhibit H.1 (Service Level Requirements Table)) at every Tier II County Location $TA = \sum$ of Total Availability Hours at every Tier II County Location	County-provided Service Management System (currently [REDACTED] Priority Incident Tracker, Final RCA, and [REDACTED] Report	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	10%	7%	7%
SLR 34	WAN and Voice Availability at all Tier III County Locations	Availability measured monthly in aggregate	WAN and Voice Availability at all times during the Total Availability Hours at all Tier III County Locations for the Calendar Month.	99.7%	Monitor continuously, measure monthly	Monthly	$100 \times ((TA - O)/TA)$ Where: $O = \sum$ of (total (Outages of WAN Service + Outages for which WAN Service was Available but Voice Service was not Available) - (total (Outages of WAN Service + Outages for which WAN Service was Available but Voice Service was not Available) that are excludable under Section 4.3 (Pending Criteria and Incident Assignment) of Exhibit H (Service Level Requirements)) at every Tier III County Location $TA = \sum$ of Total Availability Hours at every Tier III County Location For the sake of clarity, an Outage is defined as the sum of the total outages for WAN service plus the total outages	County-provided Service Management System (currently [REDACTED] Priority Incident Tracker, Final RCA, and [REDACTED] Report	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	10%	7%	10%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
							when WAN Service was Available but Voice Service was not Available minus the total of all outages for WAN Service plus the total outages when WAN Service was Available but Voice Service was not Available that are excludable under Section 4.3 (Pending Criteria and Incident Assignment) of Exhibit H (Service Level Requirements), and an Outage shall be determined for the calculation of "O" if at least one (1) applicable County Location is experiencing an Outage.					
SLR 35	LAN Availability at all Tier III County Locations	Availability measured monthly in aggregate	LAN Availability at all times during the Total Availability Hours at all Tier III County Locations for the Calendar Month.	99.7%	Monitor continuously, measure monthly	Monthly	$100 \times ((TA - O)/TA)$ Where: $O = \sum$ of (total Outages of LAN Service - total Outages of LAN Service that are excludable under this Exhibit H.1 (Service Level Requirements Table)) at every Tier III County Location $TH =$ Total Hours for the month	County-provided Service Management System (currently [REDACTED] Priority Incident Tracker, Final RCA, and [REDACTED] Report	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	10%	5%	5%
SLR 36	Remote Access Availability at Locations of all Classes County provided Equipment & Software, limited to Services only	Availability measured monthly in aggregate	Remote Access Availability at all times during the Total Availability Hours at all County Locations of every class for the Calendar Month.	99.99%	Monitor continuously, measure monthly	Monthly	$100 \times ((TH - O)/TH)$ Where: $O = \sum$ of (total Outages of Remote Access Availability - total Outages of Remote Access Availability that are excludable under this Exhibit H.1 (Service Level Requirements Table)) $TH =$ Total Hours for the month	County-provided Service Management System (currently [REDACTED] Priority Incident, Final RCA, and [REDACTED] Report	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	5%	3%	3%
SLR 37	Internet Access Availability at all Locations (i.e., this SLR represents the aggregate Availability of all infrastructure components required to provide Internet Services: Internet Circuits, Internet Routers, DNS, content filtering, and firewall).	Availability measured monthly in aggregate	Internet Availability at all times during the Total Availability Hours at all County Locations for the Calendar Month.	99.99%	Monitor continuously, measure monthly	Monthly	$100 \times ((TA - O)/TA)$ Where: $O = \sum$ of (total Outages of Internet Service - total Outages of Internet Service that are excludable under this Exhibit H.1 (Service Level Requirements Table)) at all County Locations $TA = \sum$ of Total Availability Hours at all County Locations	County-provided Service Management System (currently [REDACTED] Priority Incident Tracker, Final RCA, and [REDACTED] Report	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	10%	8%	10%

**Converged Network Management
Network Performance (Non-Transaction Based)**

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
<p>Network performance includes the ability of the network components to deliver IT traffic timely and accurately. Measured packet size is [redacted] bytes. Network Performance SLRs shall be measured and calculated and reported based on measurements taken during Business Hours</p>												
SLR 38	Network Transit Delay Monitoring and Proactive Management	Elapsed Time – round trip transit delay from ingress and egress ports on premise devices	≤50 ms	99%	Monitor every five (5) minutes, measure monthly	Monthly average of measurements taken for each WAN link based on performance data for Business Hours	95th percentile of (T2-T1) for Business hours defined in Section 4.4 (Number of Days in Monthly Measuring Intervals and Reporting Periods) of Exhibit H (Service Level Requirements). Where: T1 = The time at which a packet leaves the egress premise for a site T2 = The time at which a packet arrives at the ingress premise for the same site Latency shall be measured at every County Location, and the failure to hit the Performance Target is measured in the total aggregate across all County Locations.	[redacted] - By Site	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	3%	3%	3%
SLR 39	Packet Delivery Ratio across all WAN Links Monitoring and Proactive Management	Successful packet transmission	99.95%	99.90% (data loss ≤ 0.10%)	Monitor every five (5) minutes, measure monthly	Monthly average of measurements taken for each WAN link based on performance data for Business Hours	$PDR = 1 - ((PS - PD)/PS)$ Where: PS = Total packets sent PD = Total packets delivered Packet Delivery Ratio shall be measured at every County Location, and the failure to hit the Performance Target is measured in the total aggregate across all County Locations and $\Delta T = T_{i+1} - T_i$ (Δ is the time interval between packets at ingress) $\Delta T = T_{i+1}' - T_i'$ (Δ is the time interval between packets at egress)	[redacted] - By Site	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	3%	3%	3%
SLR 40	Jitter across all WAN Links Monitoring and Proactive Management	Variation in timing, or time of arrival, of received packets	≤1.0 ms	99% (i.e., ≤1.0 ms)	Monitor every five (5) minutes, measure monthly	Monthly average of measurements taken for each WAN link based on performance data for the Business Hours	$Jitter = \Delta T_i - \Delta T_{i'}$ Where: Jitter is for two (2) consecutive packets i and i+1 and, T _i = time 1st byte of packet is received by the source port (ingress time)	[redacted] - By Site Applies only after County procures Jitter Module and the module is installed, configured and	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.*	3%	3%	3%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
							<p>Ti+1 = time 1st byte of packet i+1 is received by the source port (ingress time) Ti' = time 1st byte of packet is received by the destination port (egress time) Ti+1' = time 1st byte of packet i+1 is received by the destination port (egress time)</p> <p>Jitter shall be measured at five (5) minute intervals per Business Day defined at Section 4.4 (Number of Days in Monthly Measuring Intervals and Reporting Periods) of Exhibit H (Service Level Requirements) at every County Location, and the failure to hit the Performance Target at any aggregate of all County Locations constitutes a failure to meet this SLR.</p>	validated (plus ramp-up)	* As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.			
Network Administration (Transaction Based)												
SLR 41	Network Capacity Monitoring 75 % Utilization Alert	Network Capacity Monitoring seventy-five percent (75%) Utilization Alert	Report to County within two (2) hours whenever sustained ninety-fifth (95th) percentile avg. utilization reaches seventy-five percent (75%) of circuit provisioned capacity (applies to all County Locations and includes reporting about agencies, Equipment, facilities, components, and applications where they Interface with Service components)	90% Transaction Range Amount of Failures that Cause SLR Miss 0-10 >1 = 2 Failures cause a miss Monthly measurement with twenty-one (21) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	$100 \times ((TE - FE)/TE)$ Where: TE = Total number of events during County defined Reporting Period where the sustained 95th percentile average utilization reaches 90% of circuit provisioned capacity (applies to all County Locations, and includes Service components) FE = Total number of TEs that the Supplier failed to successfully complete within the Performance Target.		Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	5%	5%	5%
SLR 42	Network Capacity Monitoring 90% Utilization Alert	Proactive continuous monitoring of each Circuit and supporting Network Components and proactive notification to advise the County of need to increase capacity per County Requirements	Report to County within two (2) hours whenever sustained ninety-fifth (95th) percentile avg. utilization reaches ninety percent (90%) of circuit provisioned capacity (applies to all County Locations and includes reporting about agencies, Equipment, facilities, components, and	90% Transaction Range Amount of Failures that Cause SLR Miss 0-10 >1 = 2 Failures cause a miss Monthly measurement with twenty-one (21) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	$100 \times ((TE - FE)/TE)$ Where: TE = Total number of events during County defined Reporting Period where the sustained 95th percentile average utilization reaches 90% of circuit provisioned capacity (applies to all County Locations, and includes Service components)		Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	5%	5%	5%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
			applications where they Interface with Service components).				FE = Total number of TEs that the Supplier failed to successfully complete within the Performance Target.					
SLR 43	Implementation of Non-emergency firewall Changes (changing, adding/deleting firewall rules)	Elapsed time to successfully complete from County authorized request	Less than or equal to [REDACTED] from the time the Service Request was submitted or per Approved County schedule/requirements. Note: Most changes do not have to be completed in a Maintenance Window. They can be implemented during the workday. Changes that will impact production or have downtime need to be identified as such with clear impact statements in order for the OCIT team to make an informed decision.	95% Transaction Range Amount of Failures that cause SLR Miss 0-20 >1 = 2 Failures cause a miss Monthly measurement with twenty-one (21) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x ((TE - FE)/TE) Where: TE = Total number of implementations of non-emergency firewall changes FE = Total number of TEs that the Supplier failed to successfully complete within the Performance Target.	County-provided Service Management System (currently [REDACTED] -Change Management)	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	10%	7%	7%
SLR 44	Implementation of Emergency firewall Changes (changing, adding/deleting firewall rules)	Elapsed time to successfully complete from County authorized request	[REDACTED] hours after County Approval or per Approved County schedule/requirements.	99% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a miss 76-100 >4 = 5 Failures cause a miss Monthly measurement with one hundred one (101) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x ((TE - FE)/TE) Where: TE = Total number of implementations of emergency firewall changes FE = Total number of TEs that the Supplier failed to successfully complete within the Performance Target	County-provided Service Management System (currently [REDACTED] -Change Management)	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	8%	8%	8%
Content Filtering of Email (Non-Transaction Based)												
SLR 45	Timely update of SPAM and other Malware Signatures County-provided Equipment & Software, limited to Services only	Applying of signatures and definitions in the last thirty (30) Calendar Days	Apply signatures within no less than [REDACTED] of release from manufacture	99%	Monitor continuously, measure monthly	Monthly	100 x ((TE - FE)/TE) Where: TE = Total number of signatures or definitions released by the manufacture FE = Total number of TEs that	[REDACTED]	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	7%	7%	7%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
							the Supplier failed to successfully apply within the Performance Target					
Security Intrusion Detection (Transaction Based)												
See Escalation Procedures listed in Exhibit W (County Policies, Procedures, and Guidelines)												
SLR 46	NIDS/IPS – Monitor for current attack signatures, retained for ninety (90) Calendar Days then archive for two (2) years	Provide report confirming that Supplier successfully monitored attack signatures on a 24x7x365 basis and archived logs for ninety (90) Calendar Days, then Archived for two (2) years	Provide report no later than the fifteenth (15 th) of each Month.	100%	Monitor continuously, measure monthly	Monthly	Number of attach signatures monitored within performance target. 100 x (Total number of audited logs that are archived / Total number of attach signatures monitored for two (2) years)	NDIS [REDACTED]	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	3%	3%	3%
SLR 47	NIDS/IPS – Review all positive Priority Level 1 and Priority Level 2 alerts and notify the County via the escalation procedures.	Elapsed time	The Local SOC will notify CISO through the Security Operations Manager on all positive reports when discovered.	99.9% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a miss 76-1000 >4 = 5 Failures cause a miss Monthly measurement with 1001 or more Transactions will follow the normal percentage calculation.	Monitor continuously, measure monthly	Monthly	Events completed within performance target / total number of events occurring during the Measurement Interval	[REDACTED]	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² , or (2) March 17, 2019.	3%	3%	3%
Voice Communications												
Voice Communications Service Availability (Non-transactional)												
SLR 48	Voice Messaging Services	Availability measured monthly in aggregate	24x7x365	99.99%	Monitor Continuously, Measure Weekly	Monthly	100 x ((TA - O)/TA) Where: O = ∑ of (total Outages of Supplier Provided Voice Messaging Services - total Outages of Supplier Provided Voice Messaging Services that are excludable under this Exhibit H.1 (Service Level Requirements Table)) at every Site TA = ∑ of Total Availability Hours per Voice Conferencing Services	[REDACTED] County-provided Service Management System (currently [REDACTED] Priority Incident Tracker, and RCA	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness ² , or (2) September 1, 2019.	6%	6%	6%
SLR 49	Voice Conferencing Services	Availability measured monthly in aggregate	24x7x365	99.99%	Monitor Continuously, Measure Weekly	Monthly	100 x ((TA - O)/TA) Where: O = ∑ of (total Outages of	[REDACTED] County-provided Service	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services	3%	3%	3%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
							Supplier Provided Voice Conferencing Services - total Outages of Supplier Provided Voice Conferencing Services that are excludable under this Exhibit H.1 (Service Level Requirements Table) TA = ∑ of Total Availability Hours at every Site	Management System (currently [redacted] Priority Incident Tracker, and RCA	Readiness ² , or (2) September 1, 2019.			
SLR 50	Call Center Services (e.g., [redacted])	Availability measured monthly in aggregate	24x7x365	99.99%	Monitor Continuously, Measure Weekly	Monthly	100 x ((TA - O)/TA) Where: O = ∑ of (total Outages of Supplier Provided Call Center Service - total Outages of Supplier Provided Call Center Service that are excludable under this Exhibit H.1 (Service Level Requirements Table)) TA = ∑ of Total Availability Hours for Supplier Provided Call Center Service	[redacted] County-provided Service Management System (currently [redacted] Priority Incident Tracker, and RCA	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness ² , or (2) September 1, 2019.	5%	5%	5%
Service Responsiveness (Transaction Based)												
The ability of the Supplier to respond to, process, and fulfill County-requested changes and reconfiguration of various services												
SLR 51	User Account Changes (including only those fields explicitly within the User Account as of the date that the SLR is calculated, including, for example, Telephone Number, Device Type, Name Change, Location Change, Password Change, Calling Restriction Level Change, etc.)	Elapsed time	≤ 4 Business Hours of request	99% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a miss 76-100 >4 = 5 Failures cause a miss Monthly measurement with one hundred and one (101) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	100 x ((TE - FE)/TE) Where: TE = Total number of User Account Changes FE = Total number of User Account Changes that the Supplier failed to successfully complete within the Performance Target. • Requests need to be submitted as a Priority Level 2 Incident Resolution to be included in the SLR calculation. • County ticketing system [redacted] must provide the "User Account Change" information transmitted to Supplier over the [redacted] bridge as the request is created in the Service Catalog form. • This "User Account Change" information is only available through the Service Catalog	County-provided Service Management System (currently [redacted])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness ² , or (2) September 1, 2019.	5%	5%	5%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
							forms of the County ticketing system [REDACTED]					
SLR 52	Generation and Delivery of Accurate Telephone Device Report	Time to Deliver	Provide report to County no later than the fifteenth (15th) of each Month.	99%	Monthly	Monthly	$100 \times ((TE - FE)/TE)$ Where: TE = Total number of Reports due to be delivered during the month FE = Total number of Reports that the Supplier failed to successfully deliver within the Performance Target	County Voice Core Manager ([REDACTED])	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness ² , or (2) September 1, 2019.	2%	2%	2%
SLR 53	Verify the proper ERL information is assigned after any IMAC activity	Elapsed time from Authorized User notification of location change	Same Calendar Day as the IMAC event occurs.	99% Transaction Range Amount of Failures that Cause SLR Miss 0-25 >1 = 2 Failures cause a miss 26-50 >2 = 3 Failures cause a miss 51-75 >3 = 4 Failures cause a miss 76-100 >4 = 5 Failures cause a miss Monthly measurement with one hundred and one (101) or more Transactions will follow the normal percentage calculation.	Monthly	Monthly	$100 \times ((TE - FE)/TE)$ Where: TE = Total number of Authorized User physical location change notices provided to Supplier during the month FE = Total number of failed ERL Information changes to successfully executed within the Performance Target	Sources are: [REDACTED] and [REDACTED] which are used to verify ERL data after moves or changes.	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness ² , or (2) September 1, 2019.	5%	5%	5%
Security Operations Center												
SLR 54	Report of Malicious Activity Detection	Accuracy as determined by RCA	Supplier will report all suspicious activity not immediately determined as a false positive to the County within one (1) hour of discovery of suspicious or malicious activity in accordance with County Cyber Incident Response Plan. County Security Operations Manager will verify time of detection through the County SIEM platform.	100.0%	Monitor Continuously, Measure Weekly	Monthly	Events completed within performance target / total number of events occurring during the Measurement Interval	Manual Comparison of actual log files with time Incident was reported to the County via the system of record (i.e. the County SIEM)	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Security Operations Center Services Readiness ² , or (2) March 17, 2019.	5%	5%	5%
SLR 55	Identification of Malicious Activity	Accuracy as determined by RCA	Supplier will complete analysis of reported suspicious activity within twenty-four (24) hours of initial	100.0%	Monitor Continuously, Measure Weekly	Monthly	Events completed within performance target / total number of events occurring during the Measurement Interval	Manual Comparison of actual log files with time Incident was reported to the County via the	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Security Operations Center	3%	3%	3%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
			detection and will report these findings in accordance with the County Cyber Incident Response Plan.					system of record (i.e. the County SIEM)	Services Readiness ² , or (2) March 17, 2019.			
SLR 56	Initiation and conduct of Cyber Incident Response Process	Accuracy as determined by RCA	Supplier will initiate Cyber Incident Response in accordance with the County Cyber Incident Response Plan. All cyber incidents are initiated through the central service desk and will be initiated as P1 Incidents.	100.0%	Monitor Continuously, Measure Weekly	Monthly	Events completed within performance target / total number of events occurring during the Measurement Interval	Manual Comparison of actual log files with time Incident was detected, reported, and initiated. County will analyze logs from SIEM, [REDACTED] and other systems affected by the cyber Incident	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Security Operations Center Services Readiness ² , or (2) March 17, 2019.	3%	3%	3%
SLR 57	Weekly Status Reports	Accuracy as determined by audit	Supplier will provide County with the following reports on a weekly basis: (1) Daily Shift Change Reports, (2) Weekly Cyber Threat Summary, (3) Weekly Status of Email Traffic, (4) Summary of Prevented Malicious Activity, and (5) Summary of False Positives.	100.0%	Weekly	Monthly	(Reports delivered to County - Reports owed to County) x 100	Weekly Report from Supplier	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Security Operations Center Services Readiness ² , or (2) March 17, 2019.	2%	2%	2%
SLR 58	Monthly Status Reports	Accuracy as determined by audit	Supplier will provide County with monthly status reports on the following: (1) a report of vulnerabilities detected by vulnerability scanning activities for each department, and (2) report of unused firewall rules for past one-hundred eighty (180) Calendar Days. Reports will be delivered in County approved formats.	100.0%	Monthly	Monthly	(Reports delivered to County - Reports owed to County) x 100	Monthly Report from Supplier	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Security Operations Center Services Readiness ² , or (2) March 17, 2019.	2%	2%	2%
General												
Personnel Continuity												
SLR 59	Supplier Personnel Continuity (Minimum Twelve (12) Months)	Length of retention of Supplier Personnel	85% of the Supplier Personnel will remain on the County account for at least twelve (12) months.	85%	Monthly	Monthly	((Total number of Supplier Personnel in a calendar month minus the number of Supplier Personnel who leave the County account with less than twelve (12) months of service on the County account in the same	Monthly Report from Supplier	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² and County's Approval of Written Acknowledgement of Security Operations Center	2%	2%	2%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
			Each member of Supplier Personnel is measured individually, subject to County Approval of any exception. The measurement of the retention period for Supplier Personnel will commence as of the later of the Reference Date or the day the Supplier Personnel transfers into the County account and continues until such Supplier Personnel exits the County account.				calendar month), divided by the total number of Supplier Personnel in the same calendar month), multiplied by 100.		Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.			
SLR 60	Supplier Personnel Continuity (Established Supplier Personnel)	Length of retention of Established Supplier Personnel	For all Supplier Personnel who have remained on the County account for at least eighteen (18) months (as used herein, "Established Supplier Personnel"): (a) During each calendar quarter of the Initial Term (excluding the final six (6) months of the Term): No more than two (2) Established Supplier Personnel allowed to transition to another account (b) During each calendar quarter of the final six (6) months of the Term and the Termination Transition Period: No more than one (1) Established Supplier Personnel allowed to	100%	Monthly	Monthly	((Total number of Supplier Personnel in a calendar month minus the number of Established Supplier Personnel who leave the County account in excess of the limits set forth under the applicable Performance Target in the same calendar month), divided by the total number of Established Supplier Personnel in the same calendar month), multiplied by 100.	Monthly Report from Supplier	Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Converged Network Services Readiness ² and County's Approval of Written Acknowledgement of Security Operations Center Services Readiness ² , or (2) March 17, 2019.* * As to Voice Communications Services, the Ramp-Up Period ends as of the earlier of (1) County's Approval of Written Acknowledgement of Voice Communication Services Readiness, or (2) September 1, 2019.	2%	2%	2%

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
			transition to another account. Each member of Supplier Personnel is measured individually, subject to County Approval of any exception. The measurement of the retention period for Supplier Personnel will commence as of the later of the Reference Date or the day the Supplier Personnel transfers into the County account and continues until such Supplier Personnel exits the County account.									
Supplier Access to County Facility and Network Within five (5) Business Days after the first Business Day of each calendar quarter, Supplier shall provide a report of all Supplier Personnel Approved by the County for delivery of Services pursuant to the Agreement in accordance with the process specified in the Policies, Procedures, and Guidelines, to measure Supplier's compliance with the following SLRs pertaining to the accuracy of the Supplier Personnel, which includes staff of Supplier's Subcontractors, accessing County Data, the County Data Center, and the County's Networks. Accuracy of data shall adhere to the following SLRs.												
SLR 61	Supplier Staff Physical Access to County [REDACTED] per [REDACTED]	Accuracy as determined by audit	Sample size of one hundred percent (100%) of the active [REDACTED] entries for Supplier Personnel as compared to the Supplier Staff Master File of Supplier Personnel actively Approved for the delivery of Services.	100.0%	Quarterly	Quarterly	Number of Supplier Personnel where access is determined to be correct / total number of Supplier Personnel	Manual comparison of [REDACTED] entries to Supplier Staff Master File - Comparison to be performed by County	None	N/A	7%	N/A
SLR 62	Supplier Staff Logical Access to County Network by means of Active Directory Domain User Account	Accuracy as determined by audit	Sample size of one hundred percent (100%) of the OCIT Enterprise Active Directory System Domain accounts for Supplier Personnel as compared to the Supplier Staff Master File of Supplier Personnel actively Approved for the delivery of Services.	100.0%	Quarterly	Quarterly	Number of Supplier Personnel where access is determined to be correct / total number of Supplier Personnel	Manual comparison of Microsoft Active Directory System entries to Supplier Staff Master File - Comparison to be performed by County	None	N/A	2%	N/A
Key Deliverables												
SLR 63	On-Time Performance of Key Deliverables	Performance date occurs on or before contractual delivery date	Supplier's performance of all Key Deliverables, including any Deliverables required	100%	Ongoing	Monthly	Whether Supplier's performance of the Deliverable in accordance with the Requirements occurred at a	Monthly Report from Supplier	None	N/A (Charge Reductions for Transition)	N/A (Charge Reductions for Transition)	N/A (Charge Reductions for Transition)

No.	SLR	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period ¹	Formula	Measurement Tool	Ramp-Up Period	Weighting Factor Monthly SLRs (March, May, June, September, November, and December)	Weighting Factor Monthly and Quarterly SLRs (January, April, July and October)	Weighting Factor Monthly, and Semi-Annual SLRs (February and August)
			for any Key Milestone, occurs in accordance with the Acceptance Criteria or other Requirements on or before the delivery or completion date for such Deliverable, set forth in an applicable Work Order for other Key Deliverables. Charge Reductions to be provided in accordance with Section 3.1 (At-Risk Amount) of Exhibit H (Service Level Requirements).				date later than the date set forth in the applicable Exhibit			Deliverables and Critical Deliverables are as set forth under Section 3 (Transition Deliverables and Critical Deliverables) of Exhibit H (Service Level Requirements))	Deliverables and Critical Deliverables are as set forth under Section 3 (Transition Deliverables and Critical Deliverables) of Exhibit H (Service Level Requirements))	Deliverables and Critical Deliverables are as set forth under Section 3 (Transition Deliverables and Critical Deliverables) of Exhibit H (Service Level Requirements))

¹ All time measures in this column are based on a calendar year

² Unless a specific exception is provided in the Ramp-Up Period column for this SLR, the reference to County’s Approval of Written Acknowledgement of Converged Network Services Readiness, County’s Approval of Written Acknowledgement of Voice Communication Services Readiness, or County’s Approval of Written Acknowledgement of Security Operations Services Readiness, as applicable, is used as a proxy for a date, and is not intended to limit the application of this Ramp-Up Period to any Services not specifically identified.



EXHIBIT K (KEY PERSONNEL) – REVISION 3

TO THE

MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

EXHIBIT K
KEY PERSONNEL

No.	Key Personnel Role	Resource / Title	Contact
Supplier Key Personnel			
1.	Program Manager	Greg Mitchell Program Manager	Telephone: 714-299-3523 Email: Gregory.C.Mitchell@saic.com
2.	Deputy Program Manager	Maureen D'Antonio Deputy Program Manager	Telephone: 630-290-3438 Email: dantoniom@saic.com
3.	Transition Manager	Maureen D'Antonio Transition Manager	Telephone: 630-290-3438 Email: dantoniom@saic.com
4.	SOC Program Manager	Tanya Nacey SOC Program Manager	Telephone: 804.387.6378 Email: Tanya.M.Nacey@saic.com
5.	Network	Eric Whitten Network Services/Service Delivery Manager	Telephone: 714-714-9673 Email: Eric.Whitten@saic.com
6.	Voice	Kevin Adkins Voice Services/Service Delivery Manager	Telephone: 949-299-5639 Email: kadkins@burwood.com
County Key Personnel			
7.	County IT Services Governance Manager	KC Roestenberg Assistant CIO and Chief Technology Officer	Telephone: 714-567-5075 Email: kc.roestenberg@ocit.ocgov.com



EXHIBIT L.1 (COUNTY LOCATIONS AND LOCATION TIERS) – REVISION 1

TO THE

MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

EXHIBIT L.1

COUNTY LOCATIONS AND LOCATION TIERS

No.		Agency / Division Name	City	Site ID	Site Name	Street Address	Total # of Phone Devices	Converged Network Services	Voice Communications Services	WAN Traffic Encryption
1	2	COCO, HRS, COB, BOS D1-D5, CEO, CEO REAL ESTATE, CEO LAND DEVELOPMENT, EB, SAIC	Santa Ana							
2	2	COB, CR, OCCR	Santa Ana							
3	1	VACATED	Santa Ana							
4	1	VACATED	Santa Ana							
5	2	HCA	Santa Ana							
6	1	VACATED	Santa Ana							
7	3	HCA	Orange							
8	N/A	OCPW	Orange							
9	1	ASSR, CEO LAND DEVELOPMENT, CEO REAL ESTATE, CR, HCA, IAD, OCCR, OCPW, OCWR, OIR, RISK, TTC, OC ENTERPRISE AG	Santa Ana							
10	1	OC ENTERPRISE AGENCIES	Santa Ana							
11	1	OCPW	Santa Ana							
12	1	OCSO, PROB, OCCOURTS, GJ, PUBDEF, DA	Santa Ana							
13	1	OCPW	Santa Ana							
14	2	CSS, OCIT, PROB	Santa Ana							
15	2	CSS, OCIT, PROB	Santa Ana							
16	1	OCSO, HCA, DA, PUBDEF	Santa Ana							
17	1	OCSO, HCA, DA, PUBDEF	Santa Ana							

No.	█	Agency / Division Name	City	Site ID	Site Name	Street Address	Total # of Phone Devices	Converged Network Services	Voice Communications Services	WAN Traffic Encryption
18	1	OCSD, HCA, DA, PUBDEF	Santa Ana							
19	1	OCSD, HCA, DA, PUBDEF	Santa Ana							
20	2	OCSD	Santa Ana							
21	2	OCCR	Santa Ana							
22	N/A	OCPW	Santa Ana							
23	N/A	OCPW	Santa Ana							
24	N/A	OCPW	Santa Ana							
25	2	CPO, PUB, ROV, OCPW	Santa Ana							
26	2	OCCR, OCPW, HCA, OCETHICS, OCIT, ROV	Santa Ana							
27	2	ROV	Santa Ana							
28	1	OCIT, SAIC	Santa Ana							
29	2	SSA	Santa Ana							
30	2	HCA, PROB, CFS, SSA	Orange							
31	2	PROB, HCA	Orange							
32	2	PROB	Orange							
33	1	HCA, CFS, SSA, OCCR	Orange							
34	1	OCSD, PROB, CSS, COCO, PUBDEF, CFS, SSA	Orange							
35	1	OCSD	Orange							
36	1	OCSD, HCA	Orange							
37	1	OCSD, HCA	Orange							
38	3	PROB	Orange							
39	3	OCSD	Orange							

No.		Agency / Division Name	City	Site ID	Site Name	Street Address	Total # of Phone Devices	Converged Network Services	Voice Communications Services	WAN Traffic Encryption
40	3	HCA	Orange							
41	N/A	OCCR, OCPW	Santa Ana							
42	N/A	OCCR	Santa Ana							
43	2	HCA	Santa Ana							
44	2	HCA	Santa Ana							
45	2	HCA	Santa Ana							
46	2	HCA	Santa Ana							
47	2	SSA	Santa Ana							
48	2	HCA	Santa Ana							
49	2	HCA	Santa Ana							
50	2	PUBDEF	Santa Ana							
51	1	DA	Santa Ana							
52	1	OCSD, PROB, DA, PUBDEF, SSA	Santa Ana							
53	3	HCA	Santa Ana							
54	3	PROB	Santa Ana							
55	1	HCA	Santa Ana							
56	1	HCA	Santa Ana							
57	2	COCO	Santa Ana							
58	3	HCA	Santa Ana							
59	1	SSA, CFS	Santa Ana							
60	3	HCA	Santa Ana							

No.		Agency / Division Name	City	Site ID	Site Name	Street Address	Total # of Phone Devices	Converged Network Services	Voice Communications Services	WAN Traffic Encryption
61	1	OCSD, OCCL	Santa Ana							
62	1	DA	Santa Ana							
63	2	AC	Santa Ana							
64	1	PUBDEF, SSA	Santa Ana							
65	3	OCSD	Santa Ana							
66	2	HCA	Santa Ana							
67	3	PROB	Santa Ana							
68	3	HCA	Santa Ana							
69	3	HCA	Santa Ana							
70	2	CFCOC	Santa Ana							
71	N/A	OCCR	Orange							
72	2	OCWR	Irvine							
73	N/A	OCCR	Orange							
74	N/A	OCCR	Brea							
75	N/A	OCCR	Tustin							
76	N/A	OCCR	Villa Park							
77	N/A	OCCR	Silverado							
78	N/A	OCCR	Irvine							
79	1	DA, PUBDEF, OCSD, PROB, OCCOURTS	Newport Beach							
80	3	HCA	Costa Mesa							
81	3	OCSD	Tustin							

No.	█	Agency / Division Name	City	Site ID	Site Name	Street Address	Total # of Phone Devices	Converged Network Services	Voice Communications Services	WAN Traffic Encryption
82	1	OCSO	Corona Del Mar							
83	3	SSA, CFS	Tustin							
84	N/A	OCCR	Irvine							
85	N/A	OCCR	Irvine							
86	N/A	OCCR	Irvine							
87	3	HCA	Tustin							
88	2	PUBDEF	Newport Beach							
89	2	DA	Newport Beach							
90	3	SSA	Irvine							
91	2	OCCR	Tustin							
92	N/A	OCCR	Newport Beach							
93	3	HCA	Irvine							
94	3	OCWR	Newport Beach							
95	N/A	OCCR	Costa Mesa							
96	N/A	OCCR	Costa Mesa							
97	3	HCA	Costa Mesa							
98	3	OCSO	Costa Mesa							
99	3	HCA	Costa Mesa							
100	3	PUBDEF, Alternate Defender's	Newport Beach							
101	1	DA, PUBDEF, OCSO, PROB	Fullerton							
102	3	PROB	Anaheim							
103	N/A	OCPW	Orange							

No.	█	Agency / Division Name	City	Site ID	Site Name	Street Address	Total # of Phone Devices	Converged Network Services	Voice Communications Services	WAN Traffic Encryption
104	N/A	OCPW	Orange							
105	N/A	OCPW	Orange							
106	2	PUBDEF	Fullerton							
107	1	OCSD	Anaheim							
108	1	SSA, CFS	Anaheim							
109	1	OCSD	Silverado							
110	1	SSA, CFS	Orange							
111	2	HCA, CFS, SSA	Orange							
112	1	SSA, CFS, OCSD	Orange							
113	N/A	OCCR	Orange							
114	3	HCA	Anaheim							
115	3	HCA	Anaheim							
116	N/A	OCCR	Fullerton							
117	3	DA	Fullerton							
118	3	SSA	Anaheim							
119	N/A	OCCR	Placentia							
120	N/A	OCCR	Anaheim							
121	N/A	OCCR	Modjeska							
122	3	OCWR	Silverado							
123	2	CR	Anaheim							

No.		Agency / Division Name	City	Site ID	Site Name	Street Address	Total # of Phone Devices	Converged Network Services	Voice Communications Services	WAN Traffic Encryption
124	1	OCSD	Orange							
125	N/A	OCCR	La Habra							
126	N/A	OCCR	Brea							
127	3	HCA	Anaheim							
128	1	SSA	Anaheim							
129	3	PROB	Anaheim							
130	3	PROB	Garden Grove							
131	1	SSA	Orange							
132	3	HCA	Orange							
133	3	HCA	Brea							
134	3		Anaheim							
135	N/A	OCPW	Orange							
136	2	OCWR	Brea							
137	3	HCA	Placentia							
138	3	HCA	Anaheim							
139	2	HCA	Anaheim							
140	3	HCA	Anaheim							
141	3	HCA	Fullerton							
142	3	HCA	Orange							
143	3	HCA	Buena Park							
144	3	HCA	Anaheim							
145	1	HCA	Orange							

No.		Agency / Division Name	City	Site ID	Site Name	Street Address	Total # of Phone Devices	Converged Network Services	Voice Communications Services	WAN Traffic Encryption
146	3	HCA	Orange							
147	1	ASSR	Orange							
148	3	HCA	Fullerton							
149	3	PROB, HCA	Anaheim							
150	3	HCA	Trabuco Canyon							
151	3	HCA	Dana Point							
152	N/A	OCCR	Trabuco Canyon							
153	N/A	OCCR	San Juan Capistrano							
154	3	HCA	Laguna Beach							
155	N/A	OCCR	Trabuco Canyon							
156	3	HCA	Mission Viejo							
157	N/A	OCCR	Aliso Viejo							
158	3	OCSD, PROB	Aliso Viejo							
159	3	HCA	Mission Viejo							
160	2	OCWR	San Juan Capistrano							
161	2	OCWR	San Juan Capistrano							
162	3	PROB	San Juan Capistrano							
163	N/A	OCCR	Irvine							
164	2	SSA, CFS	Aliso Viejo							
165	2	CR	Laguna Hills							
166	N/A	OCPW	Laguna Niguel							

No.	█	Agency / Division Name	City	Site ID	Site Name	Street Address	Total # of Phone Devices	Converged Network Services	Voice Communications Services	WAN Traffic Encryption
167	N/A	OCPW	Highland							
168	N/A	OCPW, OCCR	Dana Point							
169	3	PROB	Laguna Hills							
170	N/A	OCCR	Laguna Niguel							
171	N/A	OCCR	Laguna Beach							
172	N/A	OCCR	Lake Forest							
173	N/A	OCCR	Coto De Caza							
174	3	OCS D	Lake Forest							
175	N/A	OCCR	Laguna Woods							
176	N/A	OCCR	Laguna Niguel							
177	N/A	OCCR	Laguna Hills							
178	N/A	OCCR	Laguna Beach							
179	N/A	OCCR	Ladera Ranch							
180	N/A	OCCR	Irvine							
181	N/A	OCCR	Lake Forest							
182	N/A	OCCR	Lake Forest							
183	N/A	OCCR	San Juan Capistrano							
184	N/A	OCCR	Rancho Santa Margarita							
185	N/A	OCCR	San Clemente							
186	3	OCS D	Dana Point							
187	N/A	OCCR	Dana Point							
188	3	HCA	Aliso Viejo							
189	N/A	OCCR	Laguna Niguel							

No.	█	Agency / Division Name	City	Site ID	Site Name	Street Address	Total # of Phone Devices	Converged Network Services	Voice Communications Services	WAN Traffic Encryption
190	3	OCS D, HCA	Irvine							
191	2	DA, HCA, SSA	Laguna Hills							
192	2	SSA	Laguna Hills							
193	3	HCA	Newport Beach							
194	N/A	OCCR	Foothill Ranch							
195	1	OCS D, PROB	Westminster							
196	2	HCA, PROB, OCS D	Westminster							
197	2	SSA, CFS	Cypress							
198	2	PUBDEF, HCA	Westminster							
199	2	SSA	Garden Grove							
200	2	HCA	Westminster							
201	3	HCA	Garden Grove							
202	N/A	OCCR	Fountain Valley							
203	N/A	OCCR	Westminster							
204	3	OCS D	Stanton							
205	3	OCS D	Huntington Beach							
206	3	CR, SSA, HCA, BOS-D1	Westminster							
207	N/A	OCCR	Los Alamitos							
208	N/A	OCCR	Stanton							
209	N/A	OCCR	La Palma							
210	N/A	OCCR	Garden Grove							
211	N/A	OCCR	Seal Beach							
212	N/A	OCCR	Cypress							
213	N/A	OCCR	Garden Grove							

No.		Agency / Division Name	City	Site ID	Site Name	Street Address	Total # of Phone Devices	Converged Network Services	Voice Communications Services	WAN Traffic Encryption
214	N/A	OCCR	Garden Grove							
215	N/A	OCCR	Garden Grove							
216	3	HCA	Westminster							
217	N/A	OCCR	Buena Park							
218	N/A	OCPW	Garden Grove							
219	N/A	OCPW	Huntington Beach							
220	N/A	OCPW	Long Beach							
221	N/A	OCPW	Long Beach							
222	N/A	OCPW	Seal Beach							
223	N/A	OCPW	Fountain Valley							
224	N/A	OCPW	Cypress							



EXHIBIT P.1.1 (MONTHLY FIXED FEE PAYMENTS) – REVISION 1
TO THE
MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

EXHIBIT P.1.1**MONTHLY FIXED FEE PAYMENTS**

All Charges stated in this Exhibit P.1.1 (Monthly Fixed Fee Payments) include the Charges for the Integrated Requirements Services as set forth in Exhibit A.1 (Integrated Requirements FSA). The year to year price improvements required under Section 4 (Year on Year Improvement) of Exhibit P (Pricing) and described in Exhibit P.6 (Year to Year Price and Performance Improvements) are reflected as reductions in the Monthly Fixed Fees set forth in this Exhibit P.1.1 (Monthly Fixed Fee Payments).

Month No.	Month	Converged Network Services (with Integrated Requirements Services)	Voice Communication Services (with Integrated Requirements Services)	Security Operations Center Services (with Integrated Requirements Services)	Total (Monthly Fixed Fee)
Contract Initiation					
1.	October 2018				
2.	November 2018				
3.	December 2018				
4.	January 2019				
5.	February 2019				
Commencement Date: March 17, 2019 for Converged Network and Security Operations Center Services					
6.	March 2019	\$233,362	\$336,000*	\$136,955	\$706,317
7.	April 2019	\$466,724	\$336,000*	\$273,910	\$1,076,634
8.	May 2019	\$466,724	\$377,772	\$273,910	\$1,118,406
9.	June 2019	\$466,724	\$377,772	\$273,910	\$1,118,406
Commencement Date: May 15, 2019 for Voice Communications Services					
10.	July 2019	\$466,724	\$377,772	\$273,910	\$1,118,406
11.	August 2019	\$466,724	\$377,772	\$273,910	\$1,118,406
All Transition-In Tasks Complete and Final Acceptance by County					
12.	September 2019	\$466,724	\$377,772	\$273,910	\$1,118,406
13.	October 2019	\$466,724	\$377,772	\$273,910	\$1,118,406
14.	November 2019	\$466,724	\$377,772	\$273,910	\$1,118,406
15.	December 2019	\$466,724	\$377,772	\$273,910	\$1,118,406
16.	January 2020	\$466,724	\$377,772	\$273,910	\$1,118,406
17.	February 2020	\$466,724	\$377,772	\$273,910	\$1,118,406
18.	March 2020	\$466,724	\$377,772	\$273,910	\$1,118,406
19.	April 2020	\$466,724	\$377,772	\$273,910	\$1,118,406
20.	May 2020	\$466,724	\$377,772	\$273,910	\$1,118,406
21.	June 2020	\$466,724	\$377,772	\$273,910	\$1,118,406
Contract Year 1 Total		\$7,234,222	\$5,960,808	\$4,245,605	\$17,440,635
22.	July 2020	\$458,943	\$371,664	\$273,516	\$1,104,123
23.	August 2020	\$458,943	\$371,664	\$273,516	\$1,104,123

ATTACHMENT A

24.	September 2020	\$458,943	\$371,664	\$273,516	\$1,104,123
25.	October 2020	\$458,943	\$371,664	\$273,516	\$1,104,123
26.	November 2020	\$458,943	\$371,664	\$273,516	\$1,104,123
27.	December 2020	\$458,943	\$371,664	\$273,516	\$1,104,123
28.	January 2021	\$458,943	\$371,664	\$273,516	\$1,104,123
29.	February 2021	\$458,943	\$371,664	\$273,516	\$1,104,123
30.	March 2021	\$458,943	\$371,664	\$273,516	\$1,104,123
31.	April 2021	\$458,943	\$371,664	\$273,516	\$1,104,123
32.	May 2021	\$458,943	\$371,664	\$273,516	\$1,104,123
33.	June 2021	\$458,943	\$371,664	\$273,516	\$1,104,123
Contract Year 2 Total		\$5,507,316	\$4,459,968	\$3,282,192	\$13,249,476
34.	July 2021	\$444,984	\$360,589	\$267,964	\$1,073,537
35.	August 2021	\$444,984	\$360,589	\$267,964	\$1,073,537
36.	September 2021	\$444,984	\$360,589	\$267,964	\$1,073,537
37.	October 2021	\$444,984	\$360,589	\$267,964	\$1,073,537
38.	November 2021	\$444,984	\$360,589	\$267,964	\$1,073,537
39.	December 2021	\$444,984	\$360,589	\$267,964	\$1,073,537
40.	January 2022	\$444,984	\$360,589	\$267,964	\$1,073,537
41.	February 2022	\$444,984	\$360,589	\$267,964	\$1,073,537
42.	March 2022	\$444,984	\$360,589	\$267,964	\$1,073,537
43.	April 2022	\$444,984	\$360,589	\$267,964	\$1,073,537
44.	May 2022	\$444,984	\$360,589	\$267,964	\$1,073,537
45.	June 2022	\$444,980	\$360,589	\$267,964	\$1,073,533
Contract Year 3 Total		\$5,339,804	\$4,327,068	\$3,215,568	\$12,882,440
Three (3) Year Initial Term Total		\$18,081,342	\$14,747,844	\$10,743,365	\$43,572,551
46.	July 2022	\$440,656	\$357,274	\$267,642	\$1,065,572
47.	August 2022	\$440,656	\$357,274	\$267,642	\$1,065,572
48.	September 2022	\$440,656	\$357,274	\$267,642	\$1,065,572
49.	October 2022	\$440,656	\$357,274	\$267,642	\$1,065,572
50.	November 2022	\$440,656	\$357,274	\$267,642	\$1,065,572
51.	December 2022	\$440,656	\$357,274	\$267,642	\$1,065,572
52.	January 2023	\$440,656	\$357,274	\$267,642	\$1,065,572
53.	February 2023	\$440,656	\$357,274	\$267,642	\$1,065,572
54.	March 2023	\$440,656	\$357,274	\$267,642	\$1,065,572
55.	April 2023	\$440,656	\$357,274	\$267,642	\$1,065,572
56.	May 2023	\$440,656	\$357,274	\$267,642	\$1,065,572
57.	June 2023	\$440,652	\$357,274	\$267,642	\$1,065,568
Contract Year 4 Total		\$5,287,868	\$4,287,288	\$3,211,704	\$12,786,860
58.	July 2023	\$441,344	\$357,995	\$270,005	\$1,069,344

59.	August 2023	\$441,344	\$357,995	\$270,005	\$1,069,344
60.	September 2023	\$441,344	\$357,995	\$270,005	\$1,069,344
61.	October 2023	\$441,344	\$357,995	\$270,005	\$1,069,344
62.	November 2023	\$441,344	\$357,995	\$270,005	\$1,069,344
63.	December 2023	\$441,344	\$357,995	\$270,005	\$1,069,344
64.	January 2024	\$441,344	\$357,995	\$270,005	\$1,069,344
65.	February 2024	\$441,344	\$357,995	\$270,005	\$1,069,344
66.	March 2024	\$441,344	\$357,995	\$270,005	\$1,069,344
67.	April 2024	\$441,344	\$357,995	\$270,005	\$1,069,344
68.	May 2024	\$441,344	\$357,995	\$270,005	\$1,069,344
69.	June 2024	\$441,338	\$357,995	\$270,005	\$1,069,338
Contract Year 5 Total		\$5,296,122	\$4,295,940	\$3,240,060	\$12,832,122
Two (2) Year Extended Term Total		\$10,583,990	\$8,583,228	\$6,451,764	\$25,618,982
Five (5) Year Term Total		\$28,665,332	\$23,331,072	\$17,195,129	\$69,191,533

* Voice Communications Services (with Integrated Requirements Services) Charges for this month represent Charges for migrated Voice County Locations and County Authorized Users in production. Exhibit T.3 (Transition-In Plan) sets forth the County Locations migration schedule.



EXHIBIT P.2 (PRICING LIMITS) – REVISION 1

TO THE

MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

EXHIBIT P.2

PRICING LIMITS

1. CONTRACT SUM

Absent an Amendment to the Agreement Approved by the Board in accordance with the terms of the Agreement (including an Amendment to extend the Term of this Agreement pursuant to Section 1.2 (Extended Term) of the Agreement), the maximum monetary amount payable by County under this Agreement, as specified in Section 1 (Introduction) of Exhibit P (Pricing), shall be the Contract Sum amount set forth below. The Contract Sum includes the Reserved Dollars set forth in Section 2 (Reserved Dollars) below and all other Charges set forth under the Agreement.

Item	Amount
Monthly Fixed Fees (Initial Term Total)	\$43,572,551
Two Year Extended Term Total	\$25,618,982
Sheriff Voice Refresh Charges	\$657,900
Fixed Transition-In Fees	\$6,235,000
Reserved Dollars for Optional Work	\$8,500,000
Contract Sum	\$84,584,433

2. RESERVED DOLLARS

Absent an Amendment to the Agreement Approved by the Board in accordance with the terms of the Agreement, the maximum monetary amount payable by County under this Agreement in connection with the provision of Optional Work, as specified in Section 7 (Optional Work) of Exhibit P (Pricing), shall be the Reserved Dollars amount set forth below.

Reserved Dollars
\$8,500,000



EXHIBIT P.5 (USE RECONCILIATION) – REVISION 2

TO THE

MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

EXHIBIT P.5

USE RECONCILIATION

1. USE RECONCILIATION

No.	Element Subject to Use Reconciliation	Baseline Use Metric	Measured Metric	Adjustment Trigger	Reconciliation Adjustment (One-Time Charges)	Reconciliation Adjustment (Recurring Charges)
1.	Converged Network Services and Security Operations Center Services as set forth in Exhibit P.1.1 (Monthly Fixed Fee Payments)	[REDACTED] County User Email Accounts	The number of County email accounts specified in the County’s global address list (“GAL”), including (i) email accounts that are not assigned to individuals (e.g., email accounts that are assigned to County conference rooms), and (ii) email accounts in excess of one (1) that are assigned to the same individual.	Measured Metric is at least seven percent (7%) more or less than the Baseline Use Metric for the three (3) consecutive months (January, February, March) preceding the ninety (90) day period prior to the start of a new Contract Year.	\$0 per County User Email Account for Converged Network Services \$0 per County User Email Account for Security Operations Center Services	\$21.80 per County User Email Account for Converged Network Services \$12.80 per County User Email Account for Security Operations Center Services
2.	Voice Communication Services as set forth in Exhibit P.1.1 (Monthly Fixed Fee Payments)	[REDACTED] County User Phone Devices	The number of County Phone Devices specified in the County’s VoIP Phone System, which shall be reported from the VoIP Phone System as a report (Phone Devices under Management), including (i) Phone Devices that are not assigned to individuals (e.g., Phone Devices that are assigned to County conference rooms), and (ii) Phone Devices in excess of one (1) that are assigned to the same device.	Measured Metric is at least seven percent (7%) more or less than the Baseline Use Metric for the three (3) consecutive months (January, February, March) preceding the ninety (90) day period prior to the start of a new Contract Year. Notwithstanding the foregoing or any other provision of the Agreement, an increased use by County of [REDACTED] or any other technology that causes a decrease in the number of Phone Devices shall not result in the use of the Adjustment Trigger to decrease the applicable Monthly-Fix Fee to Supplier.	\$0 per County User Phone Device	\$23.29 per County User Phone Device

2. MEASURED METRIC MANAGEMENT

To effectively manage the Measured Metrics and minimize the likelihood of a Use Reconciliation increase resulting from Measured Metric increases, the Parties agree to jointly monitor and manage use throughout the Term. At the end of each calendar month, Supplier shall measure the variance between the Measured Metric and the Baseline Use Metric for each element subject to Use Reconciliation. County will have access to monthly reports on each Measured Metric as an electronic report. The Parties shall manage use by utilizing the Adjustment Trigger applied to the applicable measure on a monthly basis. Whenever the monthly

measure satisfies the Adjustment Trigger in two (2) consecutive months, Supplier will notify County in writing and provide as much detail as to reasons for the Measured Metric spike as it can discern from its data and County’s historical use patterns. If the Parties cannot identify the cause of the spikes, Supplier will perform a root cause analysis to assess the reason for the variance. Additionally, Measured Metric use management shall be a standing agenda item for the quarterly review meetings between County and Supplier.

3. EXTENSION OF MANAGED SERVICES TO AGENCIES/DEPARTMENTS

Except as provided through a Use Reconciliation pursuant to Section 1 (Use Reconciliation) of this Exhibit P.5 (Use Reconciliation), or through the application of another Authorized Billing and Payment Mechanism set forth in Exhibit P (Pricing), there shall be no additional Charges to County for extending its use of the Services as authorized under the Agreement unless, as to any Eligible Customer in Exhibit D (Functional Service Area Matrix) listed as not receiving (i) Converged Network and Security Operations Center Services or (ii) Voice Communications Services, the County elects to extend the Services to include (i) Converged Network and Security Operations Center Services or (ii) Voice Communications Services for such Eligible Customer (an “**Approved Managed Services Extension**”). Notwithstanding the timing for Use Reconciliation set forth in Section 3.2 (Use Reconciliation) of Exhibit P (Pricing), in the event of any Approved Managed Services Extension, beginning as of the effective date of the County authorization of the Approved Managed Services Extension, the Charges to be paid by County to Supplier shall be as set forth in Section 3.1 (Approved Managed Services Extension Pricing), below. All Approved Managed Services Extensions shall be Approved by the County’s Board of Supervisors and executed as a Type 2 Work Order or Amendment, as applicable. Removal of any Eligible Customer in Exhibit D (Functional Service Area Matrix) will result in a price decrease equivalent to the recurring Charges set forth below for the applicable Services effective as of the date the Services cease.

3.1. Approved Managed Services Extension Pricing

No.	Services Extended to Eligible Customer	Pricing Metric	Implementation Fees (One-Time Charges)	Monthly Fixed Fees (Recurring Charges)
1.	Converged Network Services and Security Operations Center Services as set forth in Exhibit P.1.1 (Monthly Fixed Fee Payments)	The number of email accounts assigned to the Eligible Customer’s individual County Personnel, calculated in accordance Section 2 (Calculation of Measured Metrics).	To be negotiated between County and Contractor and set forth in the applicable Type 2 Work Order or Amendment and Approved by the County’s Board of Supervisors.	\$21.80 per County User Email Account for Converged Network Services \$12.80 per County User Email Account for Security Operations Center Services
2.	Voice Communication Services as set forth in Exhibit P.1.1 (Monthly Fixed Fee Payments)	The number of Phone Devices assigned to the Eligible Customer’s individual County Personnel, calculated in accordance Section 2 (Calculation of Measured Metrics).	To be negotiated between County and Contractor and set forth in the applicable Type 2 Work Order or Amendment and Approved by the County’s Board of Supervisors.	\$23.29 per County User Phone Devices



EXHIBIT X (DEFINITIONS) – REVISION 2
TO THE
MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

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EXHIBIT X**DEFINITIONS**

This Exhibit X (Definitions) is an attachment and addition to the Managed Services Network, Voice, and Security Agreement by and between the County of Orange and Science Applications International Corporation (SAIC), effective as of the Reference Date, and is incorporated into the Agreement by reference hereof. This Exhibit contains defined terms that are used throughout the Agreement and the Exhibits.

1. 24x7x365

"24x7x365" shall mean twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.

2. ACCEPTANCE TEST

"Acceptance Test" and **"Acceptance Tests"** shall have the meaning set forth in Section 19.2 (Additional Testing) of the Agreement.

3. ACCEPTANCE CRITERIA

"Acceptance Criteria" means the Requirements (including the requirement set forth in the applicable Work Order) and any other acceptance criteria mutually agreed to by the parties.

4. ACL

"ACL" means access control list.

5. AD

"AD" shall have the meaning set forth in Exhibit A.4 (Security Operations Center FSA).

6. ADD

"Add" means, with respect to an IMAC: (i) for Equipment and Network Components, the on-site installation or modification of additional Equipment or Network Components (such as phone handsets and network equipment such as routers and switches) and appropriate Equipment or Network Components driver to currently installed Equipment or Network Components; and (ii) for Software, the installation or modification of Software products, to installed Equipment and Network Components (via diskette or other method), without any customization.

7. ADJUSTMENT TRIGGER

"Adjustment Trigger" shall have the meaning set forth in Exhibit P (Pricing).

8. ADMINISTRATIVE COST

"Administrative Cost" shall have the meaning set forth in Section 7.4.6 (Security Incident Costs).

9. AIR

"Air" shall have the meaning set forth in Exhibit E (Environmental, Health, and Safety Issues).

10. AFFILIATE

"Affiliate" as to Supplier or County, means any corporation, partnership, limited liability company, or other domestic or foreign entity (a) of which a controlling interest is owned directly or indirectly by a

Party, or (b) controlled by, or under common control with, a Party. For the purposes of the County, “Affiliate” includes all entities governed by County’s Board of Supervisors.

11. AGREEMENT

“**Agreement**” means the Managed Services and Outsourcing Agreement, together with the Exhibits, Schedules, Documentation, Functional Service Areas, future Approved Work Orders, and all other materials incorporated herein by reference, and all amendments thereto.

12. AICPA

“**AICPA**” shall mean the American Institute of Certified Public Accountants.

13. AMENDMENT

“**Amendment**” shall mean any change to the terms and conditions of this Agreement set forth in a negotiated written amendment to this Agreement that must be prepared and executed by each of the Board of Supervisors and Supplier’s authorized representative.

14. ANNUAL AT-RISK AMOUNT

“**Annual At-Risk Amount**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

15. ANNUAL BENCHMARK REVIEWS

“**Annual Benchmark Reviews**” means formal reviews that are performed pursuant to Section 5 (Benchmarking) of the Agreement.

16. ANNUAL PLAN

“**Annual Plan**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

17. ANNUAL PLANNING

“**Annual Planning**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

18. APPROVE

“**Approve**” or “**Approval**” means, unless the action under this Agreement explicitly requires approval by the County’s Board of Supervisors, the written authorization by the CIO (or his or her designee) for any consent, authorization, or other approval required from County under this Agreement. Approval by the County’s Board of Supervisors means consent, authorization, or other approval that must be officially adopted by the County’s Board of Supervisors.

19. APPROVED REASSIGNMENTS

“**Approved Reassignments**” shall have the meaning set forth in Section 12.1 (Supplier Program Manager) of the Agreement.

20. ASSETS

“**Assets**” means Equipment, Network Components, and Software. County owns all Assets under this Agreement.

21. ASSET AND LIFE CYCLE MANAGEMENT SERVICES

“**Asset and Life Cycle Management Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

22. ASSET STAGING

“**Asset Staging**” means the receipt and preparation of an Asset for deployment into the County IT Environment. Such Service includes configuration, imaging and Software installation (individual Software products or Images), Asset Tagging, and entry of Asset data into the Asset Management System, and various parameter settings.

23. ASSET TAG

“**Asset Tag**” means an identification tag, including RFID tags, meeting the requirements set forth in County’s Policies, Procedures, and Guidelines that is applied by Supplier to all Network Components.

24. AUDITORS

“**Auditors**” means a Party’s internal or independent third-party auditors.

25. AUTHORIZED USERS

“**Authorized Users**” means any individual or entity authorized by County to use the Services under this Agreement, whether on-site or accessing remotely, or to receive the benefit of the performance of the Services or the provision of the Deliverable, whether by a County Eligible Customer, by an Affiliate of County, or by County.

26. AUTHORIZED BILLING AND PAYMENT MECHANISMS

“**Authorized Billing and Payment Mechanisms**” shall have the meaning set forth in Exhibit P (Pricing).

27. AUTOMATED CALL DISTRIBUTION SYSTEM

“**Automated Call Distribution System**” or “**ACD**” means a hardware and software system used to route calls in a call center environment.

28. AVAILABLE

“**Available**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

29. BACKUP AND RECOVERY SERVICES

“**Backup and Recovery Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

30. BACKUP AND RESTORATION SLRS

“**Backup and Restoration SLRs**” shall mean the SLRs set forth under the “Backup and Restoration” heading under Exhibit H.1 (Service Level Requirements Table).

31. BANKRUPTCY CODE

“**Bankruptcy Code**” means Title 11 of the United States Code.

32. BASELINE USE METRICS

“**Baseline Use Metrics**” shall have the meaning set forth in Exhibit P (Pricing).

33. BENCHMARK

“**Benchmark**” shall have the meaning set forth in Section 5.1(C) (Benchmarking Process) of the Agreement.

34. BENCHMARKER

“**Benchmarker**” shall have the meaning set forth in Section 5.1(A) (Benchmarking Process) of the Agreement.

35. BENCHMARKING

“**Benchmarking**” shall have the meaning set forth in Section 5.1(C) (Benchmarking Process) of the Agreement.

36. BENCHMARKING SERVICE(S) SET

“**Benchmarking Service(s) Set**” shall have the meaning set forth in Section 5.1(A) (Benchmarking Process) of the Agreement.

37. BEST PRACTICES

“**Best Practices**” means those proven methods and techniques used by Supplier (regardless of whether such Best Practices are Supplier Intellectual Property) to deliver services similar to the Services across multiple clients of Supplier, that have shown results superior to those achieved by alternative means, including as such Best Practices are modified or replaced with improved methods and techniques from time to time during the Term. Supplier must deliver Services in accordance with the requirements of the Agreement and, additively, its Best Practices. In the event of a conflict between Supplier’s Best Practices and the requirements set forth in this Agreement, the requirements set forth in this Agreement shall control.

38. BLACKOUT PERIOD

“**Blackout Period**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

39. BREAK/FIX

“**Break/Fix**” means returning Assets, Services, and Networks to a state of Normal Operations immediately prior to the Problem that caused it to cease functioning.

40. BREAK/FIX AND MAINTENANCE SERVICES

“**Break/Fix and Maintenance Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

41. BRIDGE LETTER

“**Bridge Letter**” shall have the meaning set forth in Section 29.4(C)(ii) (Self-Audits) of the Agreement.

42. BUSINESS AS USUAL

“**Business as Usual**” or “**BAU**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

43. BUSINESS CONTINUITY/DISASTER RECOVERY REQUIREMENTS

“**Business Continuity/Disaster Recovery Requirements**” shall have the meaning set forth in Section 8.2 (Supplier Obligations to Comply and Cooperate) of the Agreement.

44. BUSINESS DAY

“**Business Day**” means each Monday, Tuesday, Wednesday, Thursday and Friday, excluding County established holidays of the local County Locations receiving the Services.

45. BUSINESS HOURS

“**Business Hours**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

46. BUSINESS OBJECTIVES

“**Business Objectives**” shall be as defined in the Recitals of the Agreement.

47. CALENDAR DAY(S)

“**Calendar Day(s)**” shall have the same meaning as Day(s).

48. CARD ASSOCIATIONS

“**Card Associations**” shall have the meaning set forth in Section 7.4.7 (Card Associations) of the Agreement.

49. CAPACITY AND AVAILABILITY MANAGEMENT SERVICES

“**Capacity and Availability Management Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

50. CARD ACCESS SYSTEM

“**Card Access System**” or “**CAS**” shall have the meaning specified in Section 7.4.1(H) (General Security) of the Agreement.

51. C.F.R.

“**C.F.R.**” shall have the meaning set forth in Section 14.14 (HIPAA Business Associate) of the Agreement.

52. CHANGE

“**Change**” means, with respect to an IMAC, (i) with respect to Equipment and Network Devices, the on-site modification of existing Equipment and Network Devices such as a County standard upgrade (to add functionality) or a downgrade (to remove functionality), including a device driver and, upon completion of such activity, conducting the manufacturer’s standard installation tests to verify the Equipment or Network Devices and Software are functional with Network connectivity, provided County has provided such test specifications and there is a Network data line installed at the location, and (ii) with respect to Software, to the on-site modification of an existing Software configuration according to specific documentation or instructions, such as setting up Network icons or customizing an application load and, upon completion of such activities, conducting the manufacturer’s standard installation tests to verify that the Equipment or Network Devices and Software are functional with Network connectivity, provided County has provided such test specifications and there is a Network data line installed at the location.

53. CHANGE

“**Change**” means, other than with respect to an IMAC, any change (whether to the Software, the Equipment, the Network Components, the Services, the Interfaces, the Network, or any other related network, service, system, or hardware) that would alter the functionality, performance, or technical environment of the Software, Interfaces, the Network Components, the Network, or the Equipment, the manner in which the Services are provided, the composition of the Services, or the cost to County of the Services.

54. CHANGE ADVISORY BOARD

“**Change Advisory Board**” or “**CAB**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

55. CHANGE AND RELEASE MANAGEMENT

“**Change and Release Management**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

56. CHANGE AND RELEASE MANAGEMENT SERVICES

“**Change and Release Management Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

57. CHANGE CONTROL PROCESS

“**Change Control Process**” means the overall change control process used by County, including those procedures described in Exhibit G (Governance Model) and otherwise under the Agreement.

58. CHANGE OF CONTROL

“**Change of Control**” shall have the meaning set forth in Section 25.1 (Change of Control) of the Agreement.

59. CHANGE MANAGEMENT

“**Change Management**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

60. CHANGE MANAGEMENT SERVICES

“**Change Management Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

61. CHANGE REQUEST

“**Change Request**” means a written (to include electronic communications that can be stored and printed) request for a Change.

62. CHARGE REDUCTION

“**Charge Reduction**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

63. CHARGE REDUCTION WEIGHTING FACTOR

“**Charge Reduction Weighting Factor**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

64. CHARGES

“**Charges**” means the amounts set forth in Exhibit P (Pricing) as charges for the Services.

65. CIO

“**CIO**” means the Chief Information Officer of the County or his or her designee.

66. CIRCUIT

“**Circuit**” means a local access circuit supporting the WAN/LAN, a local services circuit, or another discrete (specific) path between two or more points along which signals can be carried. Unless otherwise qualified, a circuit is a physical path, consisting of one (1) or more wires (or wireless paths), which may include intermediate switching points.

67. CIRT

“**CIRT**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

68. CLASS OF SERVICE

“**Class of Service**” or “**CoS**” means a type of QoS for providing guarantees on the ability of a Network to deliver predictable throughput and service parameters, e.g. by prioritizing Voice traffic over other types of Network traffic.

69. CLETS

“**CLETS**” shall have the meaning set forth in Section 40.9 (Incorporation of Certain Policies) of the Agreement.

70. COMMENCEMENT DATE

“**Commencement Date,**” “**Commencement,**” “**Services Commencement,**” “**Services Delivery Commencement,**” “**Migration Completion,**” “**Transition Complete,**” “**Transition Completed,**” “**Transition Completion Date,**” “**Services Complete,**” “**Go-Live,**” “**Go-Live Date,**” or comparable terms reflecting a technology cutover from incumbent vendor to Supplier (all without regard to initial capitalization) all mean the date on which Supplier takes over day to day operations from the incumbent vendor for a Functional Service Area, or identified segment of an FSA, according to the schedule and descriptions set forth in Exhibits T.2 (Transition-In Milestones and Deliverables), T.3 (Transition-In Plan), and T.3.1 (Transition-In Schedule).

71. CONFIDENTIAL INFORMATION

“**Confidential Information**” shall have the meaning set forth in Section 28.1 (Definition of Confidential Information).

72. CONFIGURATION MANAGEMENT DATABASE

“**Configuration Management Database**” or “**CMDB**” means a database that catalogs the inventory of Network Components and Equipment, and the configuration setting for those Network Components and Equipment.

73. CONFIGURATION MANAGEMENT

“**Configuration Management**” means a set of Management processes, the Configuration Management Database, and the nature and importance of the relationship between those elements, used in the delivery of the Services.

74. CONFIGURATION MANAGEMENT SERVICES

“**Configuration Management Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

75. CONSENTS

“**Consents**” shall have the meaning set forth in Section 15.1 (Obtaining Consents) of the Agreement.

76. CONTACT CENTER

“**Contact Center**” shall have the meaning set forth in Exhibit A.3 (Voice Communications FSA).

77. CONTACT CENTER SERVICES

“**Contact Center Services**” shall have the meaning set forth in Exhibit A.3 (Voice Communications FSA).

78. CONTRACT SUM

“**Contract Sum**” shall mean, absent an Amendment to the Agreement Approved by the Board in accordance with the terms of the Agreement, the maximum monetary amount payable by County under this Agreement, as specified in Exhibit P (Pricing) and set forth in Exhibit P.2 (Pricing Limits).

79. CONTRACT YEAR

“**Contract Year**” shall have the meaning set forth in Section 1.1 (Initial Term) of the Agreement.

80. CONVERGED NETWORK

“**Converged Network**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

81. CONVERGED NETWORK MANAGEMENT SERVICES

“**Converged Network Management Services**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

82. COORDINATE

“**Coordinate**” means the responsibility that Supplier will, while providing the Services, communicate, cooperate, and collaborate with County and Third Party Vendors whose products and services have a direct impact on the ability of Supplier to deliver the Services. Coordination includes communicating, cooperating, and collaborating with County and the applicable Third Party Vendor to organize the scheduling and performance of the Services and County’s and the Third Party Vendor’s tasks. Supplier will inform County of the occurrences in which County and the identified Third Party Vendors fail to communicate, cooperate, or collaborate with Supplier relating to the performance of the Services and the identified Third Party Vendors’ tasks.

83. COUNTY

“**County**” means the County of Orange, its elected and appointed officials, officers, employees, agents, and its Affiliates and all County Locations, Authorized Users, and Eligible Customers. There are [REDACTED] County Location classifications:

- (A) [REDACTED] or [REDACTED] means a County Location or campus of County Locations where [REDACTED] and [REDACTED] have been installed for [REDACTED].
- (B) [REDACTED] or [REDACTED] means a County Location or campus of County Locations where [REDACTED] and [REDACTED] have been installed for [REDACTED].
- (C) [REDACTED] or [REDACTED] means a County Location or campus of County Locations where [REDACTED] and [REDACTED] have been installed [REDACTED].

84. COUNTY CUSTOM DOCUMENTATION

“**County Custom Documentation**” means any Documentation developed specifically for the use or benefit of County by, or on behalf of, Supplier (or jointly with others) as part of the Services. County Custom Documentation does not include any Supplier Documentation or Supplier Modified Documentation.

85. COUNTY CUSTOM INTELLECTUAL PROPERTY

“**County Custom Intellectual Property**” means any Intellectual Property developed specifically for the use or benefit of County by, or on behalf of, Supplier (or jointly with others) as part of the Services. County Custom Intellectual Property does not include any Supplier Intellectual Property or Supplier Modified Intellectual Property.

86. COUNTY CUSTOM SOFTWARE

“**County Custom Software**” means any Software developed specifically for the use or benefit of County by, or on behalf of, Supplier (or jointly with others) as part of the Services. County Custom Software does not include any Supplier Software or Supplier Modified Software.

87. COUNTY CYBER INCIDENT RESPONSE PLAN

“**County Cyber Incident Response Plan**” means the County’s then-current cyber incident response plan as set forth in the County’s Policies, Procedures, and Guidelines.

88. COUNTY DATA

“**County Data**” means, in or on any media or other form of any kind: (a) all data that is in the possession of County, and all data concerning or indexing such data (regardless of whether or not owned by County or generated or compiled by or for County); (b) all other records, data, files, input materials, reports, forms and other such items that may be received, computed, developed, used or stored by Supplier from, for or on behalf of County, or in connection with the Services; (c) County Personal Data; and (d) SOC Data, in each case including any modifications to any such data, records and information, any derivative works created therefrom, and any sorting routines applied thereto. County Data shall exclude Supplier’s Proprietary Information, or other Supplier Intellectual Property.

89. COUNTY DOCUMENTATION

“**County Documentation**” means Documentation (1) developed and owned by County; (2) developed by a third party for, and owned by, County, and which is used by Supplier in connection with providing the Services; or (3) licensed, leased, or otherwise obtained from a Third Party Vendor by County and used by Supplier in connection with providing the Services.

90. COUNTY EQUIPMENT

“**County Equipment**” means the hardware, machines, and other Equipment owned, leased, or otherwise obtained by County and utilized by Supplier to provide the Services.

91. COUNTY INDEMNITEES

“**County Indemnitees**” means the County, its elected and appointed officials, those special districts and agencies which County’s Board of Supervisors acts as the governing Board, County’s Affiliates, Eligible Customers, and as to each of the above, their respective officers, directors, employees, agents, successors, and assigns.

92. COUNTY INTELLECTUAL PROPERTY

“**County Intellectual Property**” means the County Proprietary Intellectual Property and the County Third Party Intellectual Property.

93. COUNTY LICENSED PROPERTY

“**County Licensed Property**” shall have the meaning set forth in Section 16.1(A) (County Licenses to Supplier) of the Agreement.

94. COUNTY LOCATION

“**County Location**” means individually each, and collectively all, of the premises occupied, owned, operated or leased by County from which Supplier may provide Services or to which Supplier provides the Services, as set forth in Exhibit L (County Locations and Location Tiers), as such Exhibit may be amended from time to time by County.

95. COUNTY MODIFIED DOCUMENTATION

“**County Modified Documentation**” means any item of County Documentation that has been modified, enhanced, or otherwise altered by Supplier, after the Reference Date, pursuant to the performance of the Services.

96. COUNTY MODIFIED INTELLECTUAL PROPERTY

“**County Modified Intellectual Property**” means any item of County Intellectual Property that has been modified, enhanced, or otherwise altered by Supplier, after the Reference Date, pursuant to the performance of the Services.

97. COUNTY MODIFIED SOFTWARE

“**County Modified Software**” means any item of County Software that has been modified, enhanced, or otherwise altered by Supplier, after the Reference Date, pursuant to the performance of the Services.

98. COUNTY OWNED INTELLECTUAL CAPITAL

“**County Owned Intellectual Capital**” means individually each, and collectively all, of the (1) County Modified Software, (2) County Modified Intellectual Property, (3) County Modified Documentation, (4) County Custom Intellectual Property, (5) County Custom Documentation, and (6) County Custom Software.

99. COUNTY PERSONAL DATA

“**County Personal Data**” shall mean, collectively, all data or information, in any form, provided to Supplier by or from a third party on behalf of County or collected, generated, or processed by Supplier for the benefit of County, that alone, or in combination with other information: (a) is considered “sensitive personal data” defined under the Laws of any applicable country from which such data originated, including any “personal data” or “specially protected personal data” as defined by EU Data Privacy Law, as the case may be, the EU Data Protection Directive 95/46/EC (the “**Directive**”) or, when applicable, EU General Data Protection Regulation 2016/679 (“**GDPR**”), the implementing acts of the foregoing by the Member States of the European Union and/or any other Applicable Law or regulation relating to the protection of Personal Data, personally identifiable information or protected health information; (b) is considered “non-public personal information,” as such term is defined in Section 509(4) of the Gramm-Leach-Bliley Act and any applicable federal regulations promulgated pursuant thereto; (c) is considered “protected health information” as such term is defined in 45 C.F.R. 164.501 and the Health Insurance Portability and Accountability Act of 1996 and the applicable federal regulations promulgated pursuant thereto; or (d) uniquely identifies a current, former, or prospective customer of County, or a County employee, agent, contractor, or other representative of County, or their respective spouses or families, and includes customer names, addresses, telephone numbers, and/or any other personally identifiable information, including copies of such information and materials derived from such information.

100. COUNTY PERSONNEL

“**County Personnel**” means the employees, agents, contractors, subcontractors, or representatives of County.

101. COUNTY PROJECT MANAGER

“**County Project Manager**” means the person appointed by County to act as County’s representative with respect to a Project.

102. COUNTY PROPRIETARY INTELLECTUAL PROPERTY

“County Proprietary Intellectual Property” means Intellectual Property (1) developed and owned by County, or (2) developed by a third party for, and owned by, County, and which is used by Supplier in connection with providing the Services.

103. COUNTY PROPRIETARY SOFTWARE

“County Proprietary Software” means Software (1) developed and owned by County, or (2) developed by a third party for, and owned by, County, and which is used by Supplier in connection with providing the Services, excluding, the Applications.

104. COUNTY SERVICE PERFORMANCE MANAGER

“County Service Performance Manager” shall have the meaning set forth in Exhibit G (Governance Model).

105. COUNTY SOFTWARE

“County Software” means the County Proprietary Software and County Third Party Software.

106. COUNTY’S REMEDIAL ACTS

“County Remedial Acts” shall have the meaning set forth in Section 17.3.3 (Remedial Acts) of the Agreement.

107. COUNTY RESOURCES

“County Resources” shall have the meaning set forth in Section 10.2.3 (Compatibility of Resources) of the Agreement.

108. COUNTY SYSTEMS

“County Systems” means all systems that Supplier is providing Services for under this Agreement.

109. COUNTY THIRD PARTY INTELLECTUAL PROPERTY

“County Third Party Intellectual Property” means all Intellectual Property licensed, leased, or otherwise obtained from a Third Party Vendor by County and which is used by Supplier in connection with providing the Services.

110. COUNTY THIRD PARTY SOFTWARE

“County Third Party Software” means all Software licensed, leased, or otherwise obtained from a Third Party Vendor by County and which is used by Supplier in connection with providing the Services, excluding the Applications.

111. COUNTY’S DISASTER RECOVERY PLAN

“County’s Disaster Recovery Plan” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

112. CROSS-OVER ISSUES

“Cross-Over Issues” shall have the meaning set forth in Section 10.2.2 (Multi-Vendor Environment) of the Agreement.

113. CPRA

“CPRA” shall have the meaning set forth in Section 28.5 (Compelled Disclosures) of the Agreement.

114. CTI

“**CTI**” shall have the meaning set forth in Exhibit A.3 (Voice Communications FSA).

115. CTMC

“**CTMC**” shall have the meaning set forth in Exhibit A.4 (Security Operations Center FSA).

116. DAMAGE LIMIT

“**Damage Limit**” shall have the meaning set forth in Section 22.2(A) (Limitation of Liability Amount) of the Agreement.

117. DATA CENTER

“**Data Center**” means a facility dedicated to the housing and support of processing servers and associated storage with environmental, security, and processing controls.

118. DATA PRIVACY LAWS

“**Data Privacy Laws**” means all applicable data and/or privacy Laws in connection with all processing, storage, and use of County Personal Data by Supplier, including all provisions of each applicable federal, state, and foreign country’s data protection and data privacy Laws.

119. DAY(S)

“**Day(s)**” means calendar day(s), unless otherwise specified. References to “day(s)” as an undefined term shall have the same meaning as Day(s).

120. DEFERRED COMPENSATION FOR SUSTAINABLE SAVINGS

“**Deferred Compensation for Sustainable Savings**” or “**DCSS**” shall have the meaning set forth in Exhibit P (Pricing).

121. DEGRADATION

“**Degradation**” or “**Degraded**” means the measurable gradual or temporary reduction in the throughput, speed, attentiveness, response time, or performance of an Asset or Service to such a degree that Normal Operations are not maintained or the effective use of capabilities is diminished.

122. DELIVERABLE

“**Deliverable**” means an item or a Service to be provided by Supplier under this Agreement identified as a deliverable, by designation or context, in a Functional Service Area, Exhibit, Schedule, Work Order, or any document associated with the foregoing, and includes Documentation.

123. DELIVERABLES AT-RISK AMOUNT

“**Deliverables At-Risk Amount**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

124. DESIGN, ENHANCEMENT, AND IMPLEMENTATION SERVICES

“**Design, Enhancement, and Implementation Services**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

125. DESIGN SPECIFICATIONS SERVICES

“**Design Specifications Support Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

126. DESIGNATED KEY SUPPLIER PERSONNEL

“**Designated Key Supplier Personnel**” shall have the meaning set forth in Section 12.1 (Supplier Program Manager) of the Agreement.

127. DESIGNATED SUBCONTRACTOR

“**Designated Subcontractor**” shall have the meaning set forth in Section 32.7 (Designated Subcontractors) of the Agreement.

128. DEVELOPED MATERIALS

“**Developed Materials**” means any Materials, Software, modifications, or enhancements created by or on behalf of Supplier for County in connection with the Services.

129. DHCP

“**DHCP**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

130. DID

“**DID**” shall have the meaning set forth in Exhibit A.3 (Voice Communications FSA).

131. DIRECTORY SERVICES

“**Directory Services**” shall have the meaning set forth in Exhibit A.3 (Voice Communications FSA).

132. DISABLING DEVICES

“**Disabling Devices**” shall have the meaning specified in Section 23.10 (Disabling Devices) of the Agreement.

133. DISASTER

“**Disaster**” means any event, occurrence, or Problem that causes widespread failure or damage to County Systems or components thereof.

134. DISASTER RECOVERY PLAN(S)

“**Disaster Recovery Plans**” shall have the meaning set forth in Section 8.3(B)(i) (Disaster Recovery and Business Continuity) of the Agreement.

135. DISCLOSING PARTY

“**Disclosing Party**” shall have the meaning set forth in Section 28.2(B) (Exclusions) of the Agreement.

136. DNS

“**DNS**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

137. DOCUMENTATION

“**Documentation**” means all Policies, Procedures, and Guidelines, training course materials (including knowledge transfer and computer based training programs or modules), technical manuals, logical and physical designs, application overviews, functional diagrams, configuration diagrams, logs, inventories, records, CMDB, databases, plans, including Project plans and schedules, spreadsheets, standard operating procedures, policies, data models, production job run documents, specifications, reports, including SLR reports, meeting minutes, Change Requests, or other written materials described, identified, provided, or developed, whether by Supplier or County, under this Agreement (as to each, whether in hard or soft copy).

138. DOCUMENTATION SERVICES

“**Documentation Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

139. ELIGIBLE CUSTOMER

“**Eligible Customer**” means a department or agency of County, Affiliates of County, or other public entities receiving Services under this Agreement, including in accordance with a Subordinate Agreement between the Eligible Customer and Supplier.

140. EMBEDDED SUPPLIER PROPRIETARY DOCUMENTATION

“**Embedded Supplier Proprietary Documentation**” means all Documentation: (1) developed and owned by Supplier, or (2) developed by a third party for, and owned by, Supplier, which is, in whole or in part, embedded or incorporated into a Deliverable, the County Intellectual Property, the County Software, or the County Documentation during the Term pursuant to performance of the Services.

141. EMBEDDED SUPPLIER PROPRIETARY INTELLECTUAL PROPERTY

“**Embedded Supplier Proprietary Intellectual Property**” means all Intellectual Property: (1) developed and owned by Supplier, or (2) developed by a third party for, and owned by, Supplier, which is, in whole or in part, embedded or incorporated into a Deliverable, the County Intellectual Property, the County Software, or the County Documentation during the Term pursuant to performance of the Services.

142. EMBEDDED SUPPLIER PROPRIETARY SOFTWARE

“**Embedded Supplier Proprietary Software**” means Software and related Documentation: (1) developed and owned by Supplier, or (2) developed by a third party for, and owned by, Supplier, which is, in whole or in part, embedded or incorporated into a Deliverable, the County Intellectual Property, the County Software, or the County Documentation during the Term pursuant to performance of the Services.

143. EMBEDDED SUPPLIER THIRD PARTY DOCUMENTATION

“**Embedded Supplier Third Party Documentation**” means all Documentation licensed, leased, or otherwise obtained (unless it is otherwise Provisioned by Supplier for County, in which case it will be deemed County Documentation as between the Parties) from a Third Party Vendor by Supplier which is, in whole or in part, embedded or incorporated into a Deliverable, the County Intellectual Property, the County Software, or the County Documentation during the Term pursuant to performance of the Services.

144. EMBEDDED SUPPLIER THIRD PARTY INTELLECTUAL PROPERTY

“**Embedded Supplier Third Party Intellectual Property**” means Intellectual Property licensed, leased, or otherwise obtained (unless it is otherwise Provisioned by Supplier for County, in which case it will be deemed County Intellectual Property as between the Parties) from a Third Party Vendor by Supplier which is, in whole or in part, embedded or incorporated into a Deliverable, the County Intellectual Property, the County Software, or the County Documentation during the Term pursuant to performance of the Services.

145. EMBEDDED SUPPLIER THIRD PARTY SOFTWARE

“**Embedded Supplier Third Party Software**” means all Software licensed, leased, or otherwise obtained (unless it is otherwise Provisioned by Supplier for County, in which case it will be deemed County Software as between the Parties) from a Third Party Vendor by Supplier which is, in whole or in part, embedded or incorporated into a Deliverable, the County Intellectual Property, the County Software, or the County Documentation during the Term pursuant to performance of the Services.

146. EMPLOYMENT CLAIMS

“**Employment Claims**” shall have the meaning set forth in Section 40.1 (Independent Contractor) of the Agreement.

147. ENGINEERING ASSISTANCE SERVICES

“**Engineering Assistance Services**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

148. ENTITY

“**Entity**” or “**Entities**” means a corporation, partnership, joint venture, trust, limited liability company, association, or other legally recognized organization or entity.

149. ENVIRONMENT

“**Environment**” shall have the meaning set forth in Exhibit E (Environmental, Health, and Safety Issues).

150. ENVIRONMENTAL LAWS

“**Environmental Laws**” means all applicable federal, state, and local statutes, laws, regulations, rules, ordinances, codes, licenses, orders, and permits of any governmental entity relating to environmental matters, including the following: (i) the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“**CERCLA**”) (codified in various sections of 26 U.S.C., 33 U.S.C., 42 U.S.C. and at 42 U.S.C. §§ 9601 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.), the Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.), the Toxic Substances Control Act (“**TSCA**”) (15 U.S.C. §§ 2601 et seq.), the Endangered Species Act (16 U.S.C. §§ 1531 et seq.), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. §§ 110011 et seq.), the Resource Conservation and Recovery Act (“**RCRA**”) (42 U.S.C. §§ 69011 et seq.), the Superfund Amendments and Reauthorization Act of 1986 (“**SARA**”) (codified in various sections of 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.) and all regulations promulgated under any of the foregoing federal laws; and (ii) all other federal, state, and local laws, regulations, and ordinances similar in substance or intent to the laws described in the foregoing clause (i).

151. ENVIRONMENTAL LOSS

“**Environmental Loss**” shall have the meaning set forth in Exhibit E (Environmental, Health, and Safety Issues).

152. ENVIRONMENTAL MATTERS

“**Environmental Matters**” shall have the meaning set forth in Exhibit E (Environmental, Health, and Safety Issues).

153. ENVIRONMENTAL RELEASE

“**Environmental Release**” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, storing, escaping, leaching, dumping, discarding, burying, abandoning, or disposing into the environment.

154. EQUIPMENT

“**Equipment**” means the hardware, machines, servers, devices, and other equipment owned, leased, or otherwise obtained by County or Supplier and utilized by Supplier in connection with the Services.

155. EQUIPMENT LEASES

“**Equipment Leases**” means all leasing arrangements whereby either Supplier or County leases Equipment, as appropriate to a Party or the Parties in context.

156. ESTABLISHED SUPPLIER PERSONNEL

“**Established Supplier Personnel**” shall have the meaning set forth in Exhibit H.1 (Service Level Requirements Table).

157. EXHIBITS

“**Exhibits**” shall have the meaning set forth in Section 40.13 (Conflict Between Agreement and Exhibits) of the Agreement.

158. EXTENDED TERM

“**Extended Term**” shall have the meaning set forth in Section 1.2 (Extended Term) of the Agreement.

159. FEE REDUCTION

“**Fee Reduction**” means a credit to which County becomes entitled pursuant to the Agreement. Fee Reductions reflect, in part, the diminished value for the Services delivered as compared to the Service Level Requirements, or other contractual commitments, and, unless otherwise set forth in the Agreement, do not represent all damages, penalties, or other compensation remedy that may result from any failure to meet such Service Level Requirements or other contractual requirements.

160. FINALLY DETERMINED

“**Finally Determined**” means when a claim or dispute has been finally determined by a court of competent jurisdiction, arbitration, mediation, or other agreed-upon governing party and either (1) no associated appeal has timely been sought if capable of being sought or (2) appellate rights properly exercised have otherwise been exhausted.

161. FINAL ACCEPTANCE

“**Final Acceptance**” shall have the meaning set forth in Section 19.4 (Final Acceptance) of the Agreement.

162. FINAL TEST

“**Final Test**” shall have the meaning set forth in Section 19.2(C) (Additional Testing) of the Agreement.

163. FINANCIAL AND CHARGEBACK MANAGEMENT AND INVOICING SERVICES

“**Financial and Chargeback Management and Invoicing Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

164. FIREWALL MANAGEMENT, DMZ, AND INTERNET INFRASTRUCTURE SERVICES

“**Firewall Management, DMZ, and Internet Infrastructure Services**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

165. FIXED FEE

“**Fixed Fee**” means the pricing mechanism for this Agreement where the Charges are expressed as a firm-fixed-price for which the Supplier has full responsibility for the performance of the applicable Services in accordance with the Requirements. Fixed Fees include all remuneration the Supplier will receive in the delivery of the Services to which the Fixed Fee applies, and is not subject to any adjustment on the basis of the Supplier’s cost experience in performing the Services. Notwithstanding the foregoing, the Parties

may agree that an individual Work Order contains Charges that are both Fixed Fee and other than Fixed Fee.

166. FTE

“**FTE**” means full-time equivalent.

167. FULL-TIME

“**Full-Time**” means not less than a forty (40)-hour work week providing Services solely and exclusively for County, subject to vacation, holidays, internal administrative obligations, and other approved leaves of absence of a type generally granted to similarly situated Supplier personnel.

168. FUNCTIONAL SERVICE AREA

“**Functional Service Area**” or “**FSA**” or “**FSAs**” means a reference to the aggregation of Services and Deliverables to be performed pursuant to this Agreement.

169. FUTURE ENVIRONMENTAL LAW

“**Future Environmental Law**” shall have the meaning set forth in Exhibit E (Environmental, Health, and Safety Issues).

170. GENERALLY AVAILABLE

“**Generally Available**” means available as a non-development product, licensed, or available for purchase, in the general commercial marketplace (e.g., Microsoft Word, SAP, OS/390, and DB2).

171. GOVERNANCE

“**Governance**” means the processes, roles, and actions put in place to define and regulate the interactions of County and Supplier in the execution of the Agreement over the Term.

172. HAZARDOUS MATERIALS INDEMNITY CLAIMS

“**Hazardous Materials Indemnity Claims**” shall have the meaning set forth in Exhibit E (Environmental, Health, and Safety Issues).

173. HAZARDOUS MATERIALS

“**Hazardous Materials**” means each and every element, compound, chemical mixture, contaminant, pollutant material, waste, or other substance which is defined, determined, or identified as hazardous or toxic under any Environmental Law or the Environmental Release of which is prohibited or restricted under any Environmental Law. Without limiting the generality of the foregoing, Hazardous Materials shall mean and include:

- (A) “**hazardous substances**” as defined in CERCLA or SARA, each as amended, and regulations promulgated thereunder;
- (B) “**hazardous waste**” as defined in RCRA, as amended, and regulations promulgated thereunder;
- (C) “**hazardous materials**” as defined in the Hazardous Materials Transportation Act, as amended, and regulations promulgated thereunder; and
- (D) “**chemical substance or mixture**” as defined in TSCA, as amended, and regulations promulgated thereunder.

174. HIGH AVAILABILITY

“**High Availability**” means the availability of one or more secondary servers, clusters, or data centers to be utilized in the event the County Systems provided by primary servers, clusters, or data centers become unavailable, are malfunctioning, or otherwise fail to meet Requirements.

175. HIPAA

“**HIPAA**” means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 and as amended from time to time.

176. HVAC

“**HVAC**” shall have the meaning set forth in Section 7.8 (County Responsibilities Regarding Utilities) of the Agreement.

177. HOLDBACK AMOUNT

“**Holdback Amount**” shall have the meaning set forth in Section 2.15 (Holdbacks) of the Agreement.

178. IDF

“**IDF**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

179. IDS

“**IDS**” shall have the meaning set forth in Exhibit A.4 (Security Operations Center FSA).

180. IMAC SERVICES

“**IMAC Services**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

181. IMPLEMENT

“**Implement**” means the process by which Assets or Services are placed into operation or performed in a manner consistent with their purpose, design, and/or applicable Requirements, this Agreement, Supplier’s Best Practices, and all applicable published original equipment manufacturer, developer, or vendor specifications and instructions. Implementation includes, as applicable, activities related to installation, design, configuration, build, test, deployment, and Asset Staging.

182. IMPLEMENTATION AND MIGRATION

“**Implementation and Migration**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

183. IMPLEMENTATION AND MIGRATION SERVICES

“**Implementation and Migration Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

184. INCIDENT

“**Incident**” means (i) any report to Supplier of an event that is not part of the standard operation of an Asset or Service and that causes, or may cause, Degradation to, that Asset or Service; (ii) any event identified through monitors, Problem alerts, health checks, or support staff observations that is not part of the standard operation of an Asset or Service and that causes, or may cause, Degradation to, that Asset or Service; or (iii) any Service Request.

185. INCIDENT AND PROBLEM MANAGEMENT SERVICES

“**Incident and Problem Management Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

186. INCIDENT MANAGEMENT SYSTEM

“**Incident Management System**” or “**IMS**” means an integrated set of hardware, software, processes, and procedures dedicated to logging, documenting, responding to, and supporting the Resolution of Incidents and Problems.

187. INDEMNITY CLAIMS

“**Indemnity Claims**” shall have the meaning set forth in Section 27.12.1(A) (Supplier’s Indemnity) of the Agreement.

188. INITIAL COMPONENT TESTING

“**Initial Component Testing**” shall have the meaning set forth in Section 19.2(A) (Additional Testing) of the Agreement.

189. INITIAL TERM

“**Initial Term**” shall have the meaning set forth in Section 1.1 (Initial Term) of the Agreement.

190. INSTALL

“**Install**” or “**Installation**” means, with respect to an IMAC, the on-site installation and testing of an Asset as ordered (with pre-delivery preparation previously completed) and includes checking that the Asset is functional with Network operational connectivity, and that standard external devices ordered along with the system unit are attached and working correctly. If an Authorized User requests that Supplier (i) manually install Software identified in the standard configurations; or (ii) install Equipment features, in each case, that are in addition to the base configuration for that Authorized User, it will be tracked as the appropriate Change. An Install also includes updating IP addresses, and Authorized settings as necessary.

191. INSTALL, MOVE, ADD, CHANGE

“**Install, Move, Add, Change**” or “**IMAC**” means the Services performed to install, relocate, reinstall, upgrade, retire, or add Equipment, Network Components, or Software components to a Network, or other Equipment. IMAC includes adding and removing peripheral and optional hardware.

192. INTEGRATED REQUIREMENTS

“**Integrated Requirements**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

193. INTEGRATED TEST

“**Integrated Test**” shall have the meaning set forth in Section 19.2(B) (Additional Testing) of the Agreement.

194. INTEGRATION AND TESTING SERVICES

“**Integration and Testing Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

195. INTELLECTUAL PROPERTY

“**Intellectual Property**” means all inventions (whether or not subject to protection under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not subject to

protection under copyright laws), Moral Rights, trademarks, trade names, trade dress, trade secrets, publicity rights, know-how, ideas (whether or not subject to protection under trade secret laws), and all other subject matter subject to protection under patent, copyright, Moral Right, trademark, trade secret, or other similar laws, including, all new or useful art, configurations, Documentation, methodologies, best practices, operations, routines, combinations, discoveries, formulae, manufacturing techniques, technical developments, artwork, Software, programming, applets, scripts, designs, or other business processes.

196. INTERFACES

“**Interfaces**” when used as a noun, means either a computer program developed by, or licensed to, County or Supplier to (1) translate or convert data from a County or Supplier format into another format used by Supplier at County as a standard format, or (2) translate or convert data in a format used by Supplier or a Third Party Vendor to a format supported by Supplier at County or vice versa. “**Interface**” when used as a verb, shall mean to operate as described above.

197. INTERFERING ACTS

“**Interfering Acts**” shall have the meaning set forth in Section 11.2 (Interfering Acts) of the Agreement.

198. INVOICE

“**Invoice**” means an invoice for Services submitted by Supplier to County pursuant to Section 21 (Invoices and Payments) of the Agreement.

199. IP

“**IP**” means Internet protocol.

200. IP MANAGEMENT SERVICES

“**IP Management Services**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

201. IPS

“**IPS**” shall have the meaning set forth in Exhibit A.4 (Security Operations Center FSA).

202. IPSEC

“**IPsec**” means Internet protocol security.

203. ISS

“**ISS**” shall have the meaning set forth in Exhibit A.4 (Security Operations Center FSA).

204. ISO AND NIIST COMPLIANT

“**ISO and NIST Compliant**” or “**ISO and NIST Compliance**” shall have the meaning set forth in Section 13.8(B) (Quality Assurance) of the Agreement.

205. IVR

“**IVR**” shall have the meaning set forth in Exhibit A.3 (Voice Communications FSA).

206. KEY MILESTONE ALLOCATION

“**Key Milestone Allocation**” shall have the meaning set forth in Section 2.15 (Holdbacks) of the Agreement.

207. KEY DELIVERABLE

“**Key Deliverable**” means a Deliverable that is identified as a Key Deliverable in Exhibit T.2 (Transition-In Milestones and Deliverables) or an applicable Work Order or Amendment.

208. KEY DELIVERABLE FAILURE

“**Key Deliverable Failure**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

209. KEY MILESTONE

“**Key Milestone**” means a milestone that is identified as a Key Milestone in Exhibit T.2 (Transition-In Milestones and Deliverables) or an applicable Work Order or Amendment.

210. KEY MILESTONE SCHEDULED DURATION

“**Key Milestone Scheduled Duration**” shall have the meaning set forth in Section 2.15 (Holdbacks) of the Agreement.

211. LAN SERVICES

“**LAN Services**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

212. LAWS

“**Laws**” means all (1) federal, state, and local laws, statutes, regulations, rules, government directives, and (2) executive orders, government circulars, or binding pronouncements of or by any government (including any department or agency thereof) applicable to a Party, and, as to both (1) and (2) above, including any such Law in modified or supplemented form and any newly adopted Law replacing a previous Law.

213. LAW AND JUSTICE AGENCIES

“**Law and Justice Agencies**” or ██████ shall have the meaning set forth in Exhibit D (Functional Service Area Matrix).

214. LICENSE MANAGEMENT SERVICES

“**License Management Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

215. LIVE COMMUNICATION

“**Live Communication**” means any inquiry, request for service, or Problem submitted to Supplier for assistance via telephone, chat, or instant message by an Authorized User.

216. LOCAL AREA NETWORK

“**Local Area Network**” or “**LAN**” means County’s Networks covering a small geographic area, like an office, campus location, or group of buildings. The defining characteristics, in contrast to Wide Area Networks, include LAN’s much higher data transfer rates, smaller geographic range, and lack of a need for leased communication lines.

217. LOCATIONS

“**Locations**” shall have the meaning set forth in Section 7.1 (Locations) of the Agreement.

218. LONG-RANGE IT PLAN

“**Long-Range IT Plan**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

219. LOSSES

“**Losses**” means all losses, liabilities, damages, and claims (including taxes), and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, and penalties).

220. MAINTAIN

“**Maintain**” or “**Maintenance**” means (a) with respect to Equipment, supporting and maintaining all Equipment in good operating condition, subject to normal wear and tear, undertaking and performing repairs and maintenance on Equipment in accordance with the applicable manufacturer’s recommendations and specifications, and such other services and repairs required to maintain the Equipment so that it operates properly and in accordance with the applicable specifications, (b) with respect to Software, supporting and correcting or causing to be corrected any failure of the Software to perform in accordance with the applicable specifications (including Revisions, defect repairs, programming corrections, and remedial programming) and providing such services and repairs required to maintain the Software so that it operates properly and in accordance with the applicable specifications, and (c) with respect to Services, ongoing obligations to perform a specific task, or keep Documentation and other tasks current and accurate, and to provide ongoing updates as to such Documentation or task based on Changes, changed circumstances, or as otherwise required under the Agreement.

221. MAINTENANCE HOURS

“**Maintenance Hours**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

222. MAINTENANCE WINDOW

“**Maintenance Window**” means an Approved timeframe during which Supplier may perform Maintenance activities. The Maintenance Windows shall be specified in a procedures manual and published to Eligible Customers and Authorized Users.

223. MANAGE

“**Manage**” and “**Management**” shall mean to administer, supervise and direct. As to Supplier Personnel and Subcontractors, “Manage” includes control. As to Managed Vendors, “Manage” includes the functions set forth in Section 6.1 (Managed Vendor Services) of the Agreement. As to Third Party Vendors, “Manage” includes performing County’s operational obligations and supervising and directing such Third Party Vendor in the best interests of the County. As to Assets, “Manage” includes tracking, monitoring, and Maintaining.

224. MANAGED CONTRACTS

“**Managed Contracts**” shall mean those separate agreements between County and Managed Vendors under which Supplier shall fulfill County’s operational, management, and administrative obligations.

225. MANAGED VENDOR

“**Managed Vendor**” mean those Third Party Vendors identified by County as having responsibility under a separate agreement with County for the delivery of a critical service segment that must integrate with the Services. As of the Reference Date, Exhibit V (Managed Vendors) lists the Managed Suppliers.

226. MATERIALS

“**Materials**” means, collectively, software, literary works, other works of authorship, specifications, design documents and analyses, programs, program listings, programming tools, documentation, reports, drawings, and similar work product.

227. MAXIMUM PROJECT CHARGES

“**Maximum Project Charges**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

228. MEASURED METRICS

“**Measured Metrics**” shall have the meaning set forth in Exhibit P (Pricing).

229. MEASUREMENT INTERVAL

“**Measurement Interval**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

230. MDF

“**MDF**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

231. MIGRATED SERVICES

“**Migrated Services**” shall have the meaning set forth in Section 10.1 (Non-Exclusivity) of the Agreement.

232. MILESTONE

“**Milestone**” means a milestone as identified in Exhibit T.2 (Transition-In Milestones and Deliverables) or an applicable Work Order or Amendment.

233. MONTHLY FIXED FEE

“**Monthly Fixed Fee**” means the Fixed Fee Authorized Billing and Payment Mechanism specified in Exhibit P (Pricing) and set forth in Exhibit P.1.1 (Monthly Fixed Fee Payments) for which the Supplier has full responsibility for the performance of the applicable Services in accordance with the Requirements.

234. MONTHLY KEY MILESTONE PAYMENT

“**Monthly Key Milestone Payment**” shall have the meaning set forth in Section 2.15 (Holdbacks) of the Agreement.

235. MORAL RIGHTS

“**Moral Rights**” mean any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under the law of any country in the world, or under any treaty.

236. MOVE

“**Move**” means, with respect to an IMAC, (i) within a building, disconnecting a currently installed Asset including the directly attached peripheral devices, packing the Equipment for movement from the current Authorized User’s location at a building to the new Authorized User’s location within the same building and for the same Authorized User, unpacking and reconnecting the same Asset and the directly attached peripheral devices and, upon completion of such activities, conducting the manufacturer’s standard installation tests to verify the Asset is functional with Network connectivity, provided County has provided such test specifications and there is a Network data line installed at the new location; and (ii) between buildings, disconnecting a currently installed Asset, including the directly attached peripheral devices, packing the Equipment for movement from the current Authorized User’s location at a building to the new Authorized User’s location at another building for the same Authorized User, unpacking and reconnecting the same Asset and the directly attached peripheral devices and, upon completion of such activities, conducting the manufacturer’s standard installation tests to verify the Asset is functional with Network connectivity, provided County has provided such test specifications and there is a Network data line installed at the new location.

237. NAT

“**NAT**” means network address translation.

238. NETWORK

“**Network**” means the media, transport methods, communications paths, Equipment and Software protocols, and Network Components used in a grouping of interconnected computers capable of sharing resources. Examples of a Network include WANs, LANs, and voice networks.

239. NETWORK COMPONENT

“**Network Component**” means any networking device or element including, as to each, associated physical attachments, accessories, appliances, Software, firmware, peripherals, and cabling used in connection with the Services. Examples of Network Components include routers, switches, modems, DNS appliances, firewalls, load balancers, VPN concentrators, proxies, encryptors, lines, circuits, electrical power, UPSs, and other unit of a network at, or between, any County Locations. Network Components may be deployed for use in WAN/LAN/voice/VoIP/wireless or teleconferencing Networks. Network Components may also be individually included within the definition of Equipment or Software, as applicable.

240. NETWORK DOCUMENTATION SERVICES

“**Network Documentation Services**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

241. NETWORK ENHANCEMENT INSIGHT

“**Network Enhancement Insight**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

242. NETWORK MONITORING AND REPORTING SERVICES

“**Network Monitoring and Reporting Services**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

243. NETWORK OPERATIONS CENTER

“**Network Operations Center**” or “**NOC**” means a centralized 24x7x365 facility from which Network activity is monitored, configured, and managed, and from which Network related Incidents are triaged, responded to, and Resolved.

244. NETWORK O&M

“**Network O&M**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

245. NETWORK O&M SERVICES

“**Network O&M Services**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

246. NETWORK SECURITY SERVICES

“**Network Security Services**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

247. NEW ADVANCES

“**New Advances**” shall have the meaning set forth in Section 2.8.3 (Supplier Developed Advances) of the Agreement.

248. NO CHARGE WORK ORDER

“**No Charge Work Order**” shall be as described in Section 2.12.5 (No Charge Work Orders) of the Agreement and Exhibit A.1 (Integrated Requirements FSA).

249. NON-RECURRING INITIATIVES

“**Non-Recurring Initiatives**” means a discrete unit of non-recurring work that is not (1) Business as Usual, and (2) required to be performed by Supplier to meet the existing Service Level Requirements (other than Service Level Requirements related to Non-Recurring Initiative performance). All Non-Recurring Initiatives and Projects require Approval.

250. NORMAL OPERATIONS

“**Normal Operations**” means the performance level and execution of tasks by an Asset, Network, or Service that is at a level defined by either (i) OEM specifications, (ii) Software developer specifications, (iii) Third Party Vendor specifications, or (iv) specifications in this Agreement.

251. NOTICE OF FAILURE

“**Notice of Failure**” shall have the meaning set forth in Section 19.3 (Failed Acceptance Testing) of the Agreement.

252. NOT TO EXCEED

“**Not to Exceed**” means the pricing mechanism specified in a Work Order where the Charges are expressed on a Time and Materials basis and includes a ceiling for the Charges which cannot be exceeded regardless of Supplier’s cost experience in performing the Services. Notwithstanding the foregoing, the Parties may agree to individual Work Orders that contain Charges that are both Not to Exceed and other than Not to Exceed.

253. OBJECT CODE

“**Object Code**” means the form of Software resulting from the compiling, assembly, or other translation or processing of the Source Materials of such Software by a computer into machine language or intermediate code, which is not convenient to human understanding of the program logic, but which is appropriate for execution or interpretation by a computer.

254. OPEN SOURCE SOFTWARE

“**Open Source Software**” means any Software that contains or is derived, in any form, from, in whole or in part, any software distributed as free software, shareware, or known as “open source code” in the software industry (e.g., ██████████ ██████████ etc.) and that requires as a condition of use, modification, and/or distribution of such Software that such Software or other software incorporated into such Software, derived from or distributed with such Software be (i) disclosed or distributed in source code form, (ii) licensed for the purpose of making derivative works, and (iii) re-distributed at no charge. Open Source Software also includes any Software that is subject to the GNU General Public License, GNU Library General Public License, Artistic License, BSD License, Mozilla Public License, or any similar license, including, those licenses listed at www.opensource.org/licenses.

255. OPERATE

“**Operate**” means performing and executing tasks through the use of any Equipment, Network Components, Software, Services, or system, in accordance with the Requirements, this Agreement, Supplier’s Best Practices, County’s Policies, Procedures, and Guidelines, and all applicable published OME, developer, or Third Party Vendor specifications and instructions.

256. OPERATING SYSTEM

“**Operating System**” means computer operating systems including Microsoft Windows operating systems, Linux operating systems, and Unix operating systems that are part of the County Systems under this Agreement.

257. OPERATIONS HANDBOOK

“**Operations Handbook**” means County’s Documentation, and Policies, Procedures, and Guidelines, and as such Documentation, Policies, Procedures, and Guidelines are amended, modified or replaced by County from time to time and made available to Supplier during the Term of this Agreement, to be created and Maintained by Supplier in accordance with Section 13.7 (Operations Handbook) of the Agreement.

258. OPERATIONS REVIEW TEAM – PROJECTS

“**Operations Review Team – Projects**” shall have the meaning set forth in Exhibit G (Governance Model).

259. OPERATIONS REVIEW TEAM – STEADY STATE

“**Operations Review Team – Steady State**” shall have the meaning set forth in Exhibit G (Governance Model).

260. OPTIONAL WORK

“**Optional Work**” shall have the meaning set forth in Section 2.12 (Optional Work) of the Agreement.

261. ORIGINAL EQUIPMENT MANUFACTURER

“**Original Equipment Manufacturer**” or “**OEM**” means the manufacturer of Equipment.

262. OUTAGE

“**Outage**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

263. OWPR

“**OWPR**” shall have the meaning set forth in Exhibit H.1 (Service Level Requirements Table).

264. PARTIES

“**Parties**” means County and Supplier collectively.

265. PARTY

“**Party**” means County or Supplier, as the context so requires.

266. PASS THROUGH EXPENSES

“**Pass Through Expenses**” means the direct, pass-through expenses for goods and services acquired on behalf of County by Supplier in an amount equal to the actual cost paid by Supplier, taking into account all discounts provided to Supplier, and with no mark-up for Supplier profit or overhead chargeable to County.

267. PASS THROUGH PLUS MARK-UP

“**Pass Through Plus Mark-Up**” means the pricing mechanism for this Agreement where the Charges for goods or services acquired on behalf of County by Supplier are calculated as one hundred seven percent (107%) of the Pass Through Expenses for such goods or services (excluding any taxes and costs of shipping).

268. PATCH

“**Patch**” means a small piece of Software designed to Update, fix Problems with, or add features to Software or supporting data.

269. PCI DSS

“**PCI DSS**” shall have the meaning set forth in Section 7.4.7 (Card Associations) of the Agreement.

270. PDU

“**PDU**” means power distribution unit.

271. PEAK AVERAGE MEASURE

“**Peak Average Measure**” shall have the meaning set forth in Exhibit P.5 (Use Reconciliation).

272. PENDING STATUS

“**Pending Status**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

273. PERFORMANCE DATA

“**Performance Data**” means data that is collected and archived to monitor and assess Network performance.

274. PERFORMANCE FAILURES

“**Performance Failures**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

275. PERFORMANCE MANAGEMENT SERVICES

“**Performance Management Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

276. PERSON

“**Person**” means any natural person, corporation, limited liability company, limited liability partnership, general partnership, limited partnership, trust, association, governmental organization or agency, or other legal person or legally constituted entity of any kind.

277. PHONE DEVICE(S)

“**Phone Device(s)**” means a County approved IP capable speaker, IP capable intercom, Cisco [REDACTED] unit, or standard phone handset, each of which are capable of sending and receiving telephone calls regardless of the cabling used to connect the device to the County Voice Core. For clarity, this includes Phone Devices connected to County analog ports used as a County user’s phone handset.

278. PLANNING AND ANALYSIS SERVICES

“**Planning and Analysis Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

279. PMEFs

“**PMEFs**” shall have the meaning set forth in Exhibit A.4 (Security Operations Center FSA).

280. POLICIES, PROCEDURES, AND GUIDELINES

“**Policies, Procedures, and Guidelines**” or “**County Policies, Procedures, and Guidelines**” means collectively all (1) County policies, procedures, directives, and requirements identified in Exhibit Y (County Policies and Procedures); (2) related policies, procedures, directives, and requirements incorporated by

reference or otherwise identified therein as explanatory of such policies, procedures, directives, requirements, or the concepts contained therein and made available to Supplier in accordance with the methods set forth in Section 13.2 (County Policies, Procedures, and Guidelines) of the Agreement; and (3) all other policies, procedures, directives, and requirements provided or made available to Supplier by County, as such policies, procedures, directives, and requirements referred to in (1) through (3) above may be modified, replaced, or added to, all in accordance with Section 13.2 (County Policies, Procedures, and Guidelines) of the Agreement.

281. PORT

“**Port**” means (i) in the WAN/LAN environment, an individual port as quantified by the number of cards in a Network Component, and (ii) in the Voice environment, the termination point on the common Equipment (such as a PBX) to which active analog or digital telephony Equipment connects to.

282. PRIORITY LEVEL

“**Priority Level**” means the assignment of a value that indicates the importance and impact (realized or potential) of an Incident as set forth in Exhibit H (Service Level Requirements) and Exhibit H.1 (Service Levels Requirements Table).

283. PRIORITY LEVEL 1

“**Priority Level 1**” or “**P1**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

284. PRIORITY LEVEL 2

“**Priority Level 2**” or “**P2**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

285. PRIORITY LEVEL 3

“**Priority Level 3**” or “**P3**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

286. PRIORITY LEVEL 4

“**Priority Level 4**” or “**P4**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

287. PRIVACY AND SECURITY LAWS

“**Privacy and Security Laws**” shall have the meaning set forth in Section 14.14 (HIPAA Business Associate).

288. PROBLEM

“**Problem**” means the underlying cause of one or more Incidents.

289. PROFESSIONAL SERVICES

“**Professional Services**” means the professional services that can be acquired by County as part of Optional Work.

290. PROJECT

“**Project**” means any Services provided pursuant to project management methodologies developed by County or, as applicable, Supplier. A Project shall be either (i) Business as Usual managed as a Project, or (ii) a Non-Recurring Initiative. For the avoidance of doubt, for purposes of this Agreement, the use of the term Project alone shall not be deemed to be a Non-Recurring Initiative.

291. PROJECT MANAGEMENT

“**Project Management**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

292. PROJECT MANAGEMENT OFFICE

“**Project Management Office**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

293. PROJECT MANAGEMENT SERVICES

“**Project Management Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

294. PROJECT MANAGER

“**Project Manager**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

295. PROPOSAL

“**Proposal**” means Supplier’s proposal submitted to County on May 7, 2018, in response to the County’s “RFP No. OCIT-C015110” and any modifications, and/or additions to said proposal addressed and submitted by email to County thereafter by Supplier.

296. PROVISIONED

“**Provisioned**” means items licensed, leased, or otherwise obtained by Supplier at the request of and in the name of County under the Agreement.

297. QUALITY OF SERVICE

“**Quality of Service**” or “**QoS**” means a collection of networking technologies and techniques, with the goal of providing guarantees on the ability of a Network to deliver predictable throughput and service parameters.

298. R-Y-G NOTIFICATIONS

“**R-Y-G Notifications**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

299. RAID

“**RAID**” means redundant array of independent disks.

300. RAMP-UP PERIOD

“**Ramp-Up Period**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

301. RATE CARD

“**Rate Card**” means the Charges as described in Exhibit P.4 (Supplier Rate Card).

302. RCA SERVICES

“**RCA Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

303. RECEIVING PARTY

“**Receiving Party**” shall have the meaning set forth in Section 28.2(B) (Exclusions) of the Agreement.

304. RECONCILIATION ADJUSTMENT

“**Reconciliation Adjustment**” shall have the meaning set forth in Exhibit P (Pricing).

305. REFERENCE DATE

“**Reference Date**” shall have the meaning set forth in the Preamble to the Agreement.

306. REFRESH

“**Refresh**” shall have the meaning set forth in Section 2.7 (Technology Refresh Services) of the Agreement.

307. REFRESH SERVICES

“**Refresh Services**” shall have the meaning set forth in Section 2.7 (Technology Refresh Services) of the Agreement.

308. RELEASE

“**Release**” means a redistribution of Software that contains new features, new functionality, or performance improvements.

309. RELEASE MANAGEMENT

“**Release Management**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

310. RELEASE MANAGEMENT SERVICES

“**Release Management Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

311. REMOTE ACCESS

“**Remote Access**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

312. REMOTE ACCESS SERVICES

“**Remote Access Services**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

313. REPORT(S)

“**Report(s)**” means written reports prepared by Supplier and delivered to County as provided in Section 2.10 (Reporting Services) of the Agreement and in a format and medium specified or as reasonably requested by County.

314. REQUIREMENTS

“**Requirements**” shall mean any or all of the following, as applicable:

- (A) all specifications, requirements, and standards specified in Exhibits A.1 (Integrated Requirements FSA), A.2 (Converged Network FSA), A.3 (Voice Communications FSA), and A.4 (Security Operations Center FSA), and any other Functional Service Area, as attached and as modified and appended, including all documents incorporated therein;
- (B) all performance requirements and standards specified, included, or incorporated by reference into this Agreement, including County’s Policies, Procedures, and Guidelines and the Service Level Requirements;
- (C) to the extent not inconsistent with any of the foregoing in this definition, the Documentation;
- (D) all specifications provided or made available by Supplier in writing under this Agreement, but only to the extent: (i) not inconsistent with any of the foregoing in this definition; and (ii) acceptable to County;
- (E) the Proposal, but only to the extent: (i) not inconsistent with any of the foregoing in this definition; and (ii) acceptable to County;

- (F) all written and electronic materials furnished or made available by or through Supplier regarding the Services, including functionality, features, capacity, availability, response times, accuracy, or any other performance or other criteria; and
- (G) the Business Objectives and Acceptance Criteria.

315. REQUIREMENTS SUPPORT SERVICES

“**Requirements Support Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

316. RESERVED DOLLARS

“**Reserved Dollars**” shall mean, absent an Amendment to the Agreement Approved by the Board in accordance with the terms of the Agreement, the maximum monetary amount payable by County under this Agreement in connection with the provision of Optional Work, as specified in Exhibit P (Pricing) and set forth in Exhibit P.2 (Pricing Limits).

317. RESIDUAL KNOWLEDGE

“**Residual Knowledge**” shall have the meaning set forth in Section 28.8 (Residual Knowledge) of the Agreement.

318. RESOLUTION

“**Resolution**” or “**Resolve**” means either (i) the return to Normal Operations of the Asset or Service responsible for the Incident, or (iii) the completion of a Service Request.

319. REVIEWS

“**Reviews**” shall have the meaning set forth in Section 29.5 (Information Security Reviews) of the Agreement.

320. REVISIONS

“**Revisions**” means Updates, Patches, Releases, and Versions.

321. RFID

“**RFID**” means radio-frequency identification.

322. RTN

“**RTN**” shall have the meaning set forth in Exhibit A.3 (Voice Communications FSA).

323. ROOT CAUSE ANALYSIS

“**Root Cause Analysis**” or “**RCA**” means an analysis performed by Supplier in order to determine the reason for Supplier’s failure to meet its obligations under the Agreement as described in each of the Functional Service Area Statements of Work, each Work Order, and Exhibit H (Service Level Requirements).

324. RYG

“**RYG**” shall have the meaning set forth in Exhibit H.1 (Service Level Requirements Table).

325. R-Y-G NOTIFICATIONS

“**R-Y-G Notifications**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

326. SAN

“**SAN**” means storage area network.

327. SDWAN

“**SDWAN**” means software-defined WAN.

328. SECURITY INCIDENT

“**Security Incident**” shall mean (1) any real or suspected adverse event in relation to the security of the County computer systems or County Network, or (2) any violation of an explicit or implied County Policy, Procedure, or Guideline related to security. Security Incidents include any actual, detected, or suspected unauthorized access to or attempted (whether failed or successful) access to County Systems or the data therein and any actual, detected, or suspected disruption or denial of service, unauthorized use of County Systems or the data therein, or changes to County Systems or the data therein without County knowledge, instruction, or consent.

329. SECURITY INCIDENT BREACH NOTICE

“**Security Incident Notice**” shall have the meaning set forth in Section 7.4.5 (Security Incident Resources) of the Agreement.

330. SECURITY OPERATIONS CENTER

“**Security Operations Center**” or “**SOC**” shall have the meaning set forth in Exhibit A.4 (Security Operations Center FSA).

331. SECURITY RULE

“**Security Rule**” shall have the meaning set forth in Section 14.14 (HIPAA Business Associate) of the Agreement.

332. SECURITY SERVICES

“**Security Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

333. SERVICE LEVEL MONITORING AND REPORTING SERVICES

“**Service Level Monitoring and Reporting Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

334. SERVICE LEVEL REQUIREMENTS

“**Service Level Requirements**” or “**SLRs**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

335. SERVICE LEVELS

“**Service Levels**” means the Service Level Requirements and performance standards set forth in Exhibit H (Service Level Requirements) (including the Service Levels set forth in Exhibit H.1 (Service Level Requirements Table)), the Functional Service Areas, all Work Orders and Amendments for Optional Work, and otherwise under this Agreement.

336. SERVICE REQUEST

“**Service Request**” means requests to Supplier via Live Communication or Web submissions for Incident and Problem Resolution, Changes, additions, modifications, or enhancements to an Asset or Service, or other Services under this Agreement.

337. SERVICES

“**Services**” means all functions, responsibilities, tasks, subtasks, Deliverables, goods, and other services: (1) identified in the Functional Service Area Statements of Work or Requirements; (2) identified in this Agreement as being part of the required services; (3) identified in the Transition Plan; (4) of a nature and type, consistent with Supplier’s Best Practices and that would generally be performed by the information technology department or group of a Federal, State, or County governmental entity, even if not specifically described in the Agreement to support the functions, responsibilities, tasks, subtasks, Deliverables, goods, and other service identified in the Functional Service Area Statements of Work; (5) necessary to keep pace with technological advances and advances in the methods of delivering services to enable County to stay competitive in the field of information technology delivery, subject to Section 2.8.1 (Business Process and Technology Evolution) of the Agreement; and (6) are otherwise necessary to comply with the terms of this Agreement. Without increasing the scope of the Services, if any component task, subtask, service, or function is: (A) an inherent and necessary part of the Services defined in subparts (1), (2), (3), (4), (5), or (6) of this Section; or (B) a customary part of the Services defined in subparts (1), (2), (3), (4), (5), or (6) of this Section, and, as to services within either subpart (A) and (B) of this sentence above, is not specifically described in this Agreement, then such service or function shall be deemed to be part of the Services. Any Assets provided to County by Supplier pursuant to this Agreement shall be deemed part of the Services. There are several subsets of the Services that are sometimes referred to in groupings, such as “Technology Refresh and Replenishment Services,” “Documentation Services,” and “Security Services,” and each Services subset is included within this definition of “Services,” even when referenced by the grouping name (e.g., “Security Services” and “Documentation Services”). Each of these Service groupings includes both the broad definition of Services above, and the specific Services associated with the Service grouping and described in Exhibits and related documents incorporated into the definition of that Service grouping.

338. SERVICE TAXES

“**Service Taxes**” shall have the meaning set forth in Section 20.4(D) (Taxes) of the Agreement.

339. SIEM

“**SIEM**” shall have the meaning set forth in Exhibit A.4 (Security Operations Center FSA).

340. SLR FAILURE

“**SLR Failure**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

341. SLR EARNBACK REVIEW PERIOD

“**SLR Earnback Review Period**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

342. SLR EARNBACK REVIEW PERIOD AVERAGE

“**SLR Earnback Review Period Average**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

343. SOC DATA

“**SOC Data**” means all information, data points, and sources of data related to the security of the County Systems monitored by County and/or its Third Party Vendors as of the Reference Data and/or subject to County’s Policies, Procedures, and Guidelines related to security. SOC Data includes SIEM configuration, data, historical log data, and any data points capable of being monitored, logged, or tracked through the County Assets used in connection with the SOC Services.

344. SOC OBJECTIVES

“**SOC Objectives**” shall have the meaning set forth in Exhibit A.4 (Security Operations Center FSA).

345. SOC SERVICES

“**SOC Services**” shall have the meaning set forth in Exhibit A.4 (Security Operations Center FSA).

346. SOC TRANSITION PLAN

“**SOC Transition Plan**” shall have the meaning set forth in Exhibit A.4 (Security Operations Center FSA).

347. SOFTWARE

“**Software**” means individually each, and collectively all, of the computer programs and software (including Open Source Software), licensed by County or Supplier from a Third Party Vendor, or otherwise provided by Supplier or County under this Agreement, including any: (1) embedded or re-marketed Third Party Vendor software or computer programs, (2) Interfaces, (3) Source Materials, (4) Object Code, (5) applications, (6) Operating Systems, or (7) firmware. Software shall include any and all Revisions thereto, and any and all programs provided by a Third Party Vendor, Supplier, or County in the future under this Agreement.

348. SOURCE MATERIALS

“**Source Materials**” means, with respect to Software, the source code of such Software and all related compiler command files, build scripts, scripts relating to the operation and maintenance of such Software, application programming interface (API), graphical user interface (GUI), object libraries, all relevant instructions on building the Object Code of such Software, and all Documentation relating to the foregoing.

349. SOX

“**SOX**” shall have the meaning set forth in Section 23.12 (Compliance with Laws) of the Agreement.

350. SR DISPOSITION

“**SR Disposition**” shall have the meaning set forth in Exhibit H.1 (Service Level Requirements Table).

351. SSAE

“**SSAE**” means the Statement on Standards for Attestation Engagements.

352. SSL

“**SSL**” means secure socket layer.

353. STATUS REPORT

“**Status Report**” shall have the meaning set forth in Section 14.7 (Status Reports) of the Agreement.

354. SUBCONTRACTOR

“**Subcontractor**” means any person, entity, or organization to which Supplier proposes to delegate or has delegated any of its obligations hereunder in accordance with Section 32 (Subcontractors) of the Agreement. For the avoidance of doubt, (i) delegation in this context means that the person, entity, or organization performs Services on behalf of Supplier, and does not include instances where the Supplier uses third party goods and services to itself perform the Services and such third party providers are not provided access to County Locations, County Systems, County Data, or County Confidential Information; and (2) Subcontractor includes all subcontractors of such Subcontractor, and otherwise all persons,

entities, or organizations to which Subcontractor proposes to delegate or has delegated, and all further levels of delegates or proposed delegates of such delegates or proposed delegates.

355. SUBCONTRACTS

“**Subcontracts**” means the definitive agreements between Supplier and each of its Subcontractors.

356. SUPPLIER

“**Supplier**” means Science Applications International Corporation (SAIC), a Delaware corporation. For the avoidance of doubt, use of the term “Supplier” throughout this Agreement (a) includes Science Applications International Corporation (SAIC) Affiliates, Subcontractors, employees, consultants, agents, contractors, and other third parties providing services on behalf of Science Applications International Corporation (SAIC) under this Agreement for the limited purpose of clarifying that (1) Science Applications International Corporation (SAIC) is obligated to cause such Affiliates, Subcontractors, employees, consultants, agents, contractors, and other third parties to act in a manner that complies with Science Applications International Corporation (SAIC)’s obligations under this Agreement, including the provision of the Services, and (2) such Affiliates, Subcontractors, employees, consultants, agents, contractors, and other third parties providing services on behalf of Science Applications International Corporation (SAIC) under this Agreement are considered as “Supplier” as to grants to licenses; and (b) when used to specify underlying ownership interests (e.g., “Supplier Proprietary Intellectual Property”, “Supplier Third Party Intellectual Property”) or contractual or legal obligations to County of Orange arising under this Agreement, means solely Science Applications International Corporation (SAIC).

357. SUPPLIER ASSETS

“**Supplier Assets**” shall have the meaning set forth in Section 2.5(A) (Equipment and Software Services) of the Agreement.

358. SUPPLIER DOCUMENTATION

“**Supplier Documentation**” means Supplier Proprietary Documentation, Embedded Supplier Proprietary Documentation, Supplier Third Party Documentation, and Embedded Supplier Third Party Documentation.

359. SUPPLIER EMBEDDED ITEMS

“**Supplier Embedded Items**” shall have the meaning set forth in Section 16.2(A) (County Owned Intellectual Capital) of the Agreement.

360. SUPPLIER INFRINGEMENT CLAIMS

“**Supplier Infringement Claims**” shall have the meaning set forth in Section 17.3.1(A) (Indemnification) of the Agreement.

361. SUPPLIER INFRINGEMENT EXCLUSIONS

“**Supplier Infringement Exclusions**” shall have the meaning set forth in Section 17.3.4 (Supplier Infringement Exclusions) of the Agreement.

362. SUPPLIER INFRINGEMENT TRIGGER

“**Supplier Infringement Trigger**” shall have the meaning set forth in Section 17.3.1(A) (Indemnification) of the Agreement.

363. SUPPLIER INTELLECTUAL PROPERTY

“Supplier Intellectual Property” means Supplier Proprietary Intellectual Property, Embedded Supplier Proprietary Intellectual Property, Supplier Third Party Intellectual Property, and Embedded Supplier Third Party Intellectual Property.

364. SUPPLIER IT SERVICE OVERALL CONTRACT DELIVERY MANAGER

“Supplier IT Service Overall Contract Delivery Manager” means the Supplier employee whose responsibility it is to (i) act as the primary liaison between Supplier and County, and (ii) have overall responsibility for directing all of Supplier’s activities hereunder.

365. SUPPLIER KEY PERSONNEL

“Supplier Key Personnel” shall have the meaning set forth in Section 12.2 (Supplier Key Personnel) of the Agreement.

366. SUPPLIER LOCATION

“Supplier Location” means individually each, and collectively all, of the premises occupied, owned, operated, or leased by Supplier from which Supplier may provide Services or to which Supplier provides the Services, as set forth in Exhibit L.2 (Supplier Locations).

367. SUPPLIER MODIFIED DOCUMENTATION

“Supplier Modified Documentation” means any item of Supplier Documentation (other than any Supplier Documentation that constitutes Supplier Reference Intellectual Property) that has been modified, enhanced, or otherwise altered by Supplier, after the Reference Date, pursuant to the performance of the Services. Supplier Modified Documentation shall not include any such Supplier Documentation that is modified, enhanced, or otherwise altered by Supplier (1) specifically for any of its other customers concurrently with, or prior to, the same modification, enhancement, or other alteration of any such Supplier Documentation for County, or (2) for general use in connection with the performance by Supplier of services for customers receiving services similar to the Services (to the extent such modification, enhancement, or other alteration is not first developed specifically for the use or benefit of County pursuant to the performance of the Services), such Documentation identified in (1) and (2) shall be Supplier Documentation. The rights of County to the Supplier Modified Documentation do not expand or alter the rights of County to the underlying Supplier Documentation as set forth in the Agreement.

368. SUPPLIER MODIFIED INTELLECTUAL PROPERTY

“Supplier Modified Intellectual Property” means any item of Supplier Intellectual Property (other than any Supplier Intellectual Property that constitutes Supplier Reference Intellectual Property) that has been modified, enhanced, or otherwise altered by Supplier, after the Reference Date, pursuant to the performance of the Services. Supplier Modified Intellectual Property shall not include any such Supplier Intellectual Property that is modified, enhanced, or otherwise altered by Supplier (1) specifically for any of its other customers concurrently with, or prior to, the same modification, enhancement, or other alteration of any such Supplier Intellectual Property for County, or (2) for general use in connection with the performance by Supplier of services for customers receiving services similar to the Services (to the extent such modification, enhancement, or other alteration is not first developed specifically for the use or benefit of County pursuant to the performance of the Services), such Intellectual Property identified in (1) and (2) shall be Supplier Intellectual Property. The rights of County to the Supplier Modified Intellectual Property do not expand or alter the rights of County to the underlying Supplier Intellectual Property as set forth in this Agreement.

369. SUPPLIER MODIFIED ITEMS

“**Supplier Modified Items**” shall have the meaning set forth in Section 16.3 (Supplier Embedded Items and Supplier Modified Items) of the Agreement.

370. SUPPLIER MODIFIED SOFTWARE

“**Supplier Modified Software**” means any item of Supplier Software (other than any Supplier Software that constitutes Supplier Reference Intellectual Property) that has been modified, enhanced, or otherwise altered by Supplier, after the Reference Date, pursuant to the performance of the Services. Supplier Modified Software shall not include any such Supplier Software that is modified, enhanced, or otherwise altered by Supplier (1) specifically for any of its other customers concurrently with, or prior to, the same modification, enhancement, or other alteration of any such Supplier Software for County, or (2) for general use in connection with the performance by Supplier of services for customers receiving services similar to the Services (to the extent such modification, enhancement, or other alteration is not first developed specifically for the use or benefit of County pursuant to the performance of the Services), such Software identified in (1) and (2) shall be Supplier Software. The rights of County to the Supplier Modified Software do not expand or alter the rights of County to the underlying Supplier Software as set forth in the Agreement.

371. SUPPLIER PERSONNEL

“**Supplier Personnel**” means the employees, agents, contractors, subcontractors, or representatives of Supplier, Supplier Subcontractors, and Supplier Affiliates who perform any Services under the Agreement.

372. SUPPLIER PROPRIETARY DOCUMENTATION

“**Supplier Proprietary Documentation**” means all Documentation: (1) developed and owned by Supplier; or (2) developed by a third party for, and owned by, Supplier, which is used for the performance of the Services, excluding the Embedded Supplier Proprietary Documentation.

373. SUPPLIER PROPRIETARY INTELLECTUAL PROPERTY

“**Supplier Proprietary Intellectual Property**” means all Intellectual Property: (1) developed and owned by Supplier, or (2) developed by a third party for, and owned by, Supplier, which is used in the performance of the Services, excluding the Embedded Supplier Proprietary Intellectual Property.

374. SUPPLIER PROPRIETARY SOFTWARE

“**Supplier Proprietary Software**” means Software and related Documentation: (1) developed and owned by Supplier, or (2) developed by a third party for, and owned by, Supplier, which is used for the performance of the Services, excluding the Embedded Supplier Proprietary Software.

375. SUPPLIER RECORDS

“**Supplier Records**” shall have the meaning set forth in Section 29.1 (Supplier Records) of the Agreement.

376. SUPPLIER REFERENCE INTELLECTUAL PROPERTY

“**Supplier Reference Intellectual Property**” means the Supplier Documentation, Supplier Software, and Supplier Intellectual Property (a) which is used by Supplier to assist in the delivery or development of the Services, (b) which is generally used by Supplier in connection with the performance of services for, or provision of tangible property to, customers, and (c) which is not embedded or otherwise incorporated into a Deliverable.

377. SUPPLIER RESOURCES

“**Supplier Resources**” shall have the meaning set forth in Section 10.2.3 (Compatibility of Resources) of the Agreement.

378. SUPPLIER REGULATORY REQUIREMENTS

“**Supplier Regulatory Requirements**” shall have the meaning specified in Section 23.12 (Compliance with Laws) of the Agreement.

379. SUPPLIER SERVICE DELIVERY MANAGER

“**Supplier Service Delivery Manager**” shall have the meaning set forth in Exhibit G (Governance Model).

380. SUPPLIER SHARED SERVICE CENTER

“**Supplier Shared Service Center**” means a Supplier Location from which Supplier performs, for other customers, services similar to the Services.

381. SUPPLIER SOFTWARE

“**Supplier Software**” means the Supplier Proprietary Software, Embedded Supplier Proprietary Software, Supplier Third Party Software, and Embedded Supplier Third Party Software.

382. SUPPLIER THIRD PARTY DOCUMENTATION

“**Supplier Third Party Documentation**” means all Documentation licensed, leased, or otherwise obtained (unless it is otherwise Provisioned by Supplier for County, in which case it will be deemed County Documentation as between the Parties) from a Third Party Vendor by Supplier which is used for the performance of the Services, excluding, the Embedded Supplier Third Party Documentation.

383. SUPPLIER THIRD PARTY INTELLECTUAL PROPERTY

“**Supplier Third Party Intellectual Property**” means Intellectual Property licensed, leased, or otherwise obtained (unless it is otherwise Provisioned by Supplier for County, in which case it will be deemed County Intellectual Property as between the Parties) from a Third Party Vendor by Supplier which is used in the performance of the Services, excluding, the Embedded Supplier Third Party Intellectual Property.

384. SUPPLIER THIRD PARTY SOFTWARE

“**Supplier Third Party Software**” means all Software licensed, leased, or otherwise obtained (unless it is otherwise Provisioned by Supplier for County, in which case it will be deemed County Software as between the Parties) from a Third Party Vendor by Supplier which is used for the performance of the Services, excluding, the Embedded Supplier Third Party Software.

385. SUSTAINABLE SAVINGS

“**Sustainable Savings**” means the delivery of a financial benefit from the Services that (a) will be recurring in subsequent Contract Years after the initial Contract Year in which the savings are realized, or (b) is an Approved one-time savings event.

386. SYSTEM CHANGE

“**System Change**” shall have the meaning set forth in Section 13.3 (Change Control Process) of the Agreement.

387. SYSTEMS

“**Systems**” shall mean County Systems.

388. TECHNOLOGICAL IMPROVEMENTS

“**Technological Improvements**” means any improvement, upgrade, modification, replacement, or enhancement to the Assets, tools, or business processes used or managed in the performance of the Services.

389. TECHNOLOGY LIFECYCLE MANAGEMENT PLAN

“**Technology Lifecycle Management Plan**” shall have the meaning set forth in Section 2.8.7 (Technology Lifecycle Management Plan) of the Agreement.

390. TECHNOLOGY LIFECYCLE MANAGEMENT SERVICES

“**Technology Lifecycle Management Services**” shall have the meaning set forth in Section 2.8 (Technology Lifecycle Management Services) of the Agreement.

391. TECHNOLOGY REFRESHMENT AND REPLENISHMENT SERVICES

“**Technology Refreshment and Replenishment Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

392. TERM

“**Term**” shall have the meaning set forth in Section 1.2 (Extended Term) of the Agreement.

393. TERMINATION ASSISTANCE SERVICES

“**Termination Assistance Services**” means those transition, information technology, and related services provided by Supplier to County (1) upon the termination or expiration of this Agreement for any reason as set forth in the Termination Transition Plan or (2) in Section 26 (Termination and Expiration Assistance Services) of this Agreement (as applicable). The Termination Transition Services shall be deemed part of the Services.

394. TERMINATION TRANSITION PERIOD

“**Termination Transition Period**” shall have the meaning set forth in Section 26.3 (Termination Transition Period) of the Agreement.

395. TERMINATION TRANSITION PLAN

“**Termination Transition Plan**” means an integrated plan developed by County and Supplier to transition the Services from Supplier to County (or another vendor) in the event of termination or expiration of this Agreement for any reason and as further set forth in Section 26.1 (Termination and Expiration Transition Plan) of the Agreement.

396. THIRD PARTY SOFTWARE

“**Third Party Software**” means all Software products (and all modifications, replacements, upgrades, enhancements, documentation, materials, and media related thereto) that are provided under license or lease to Supplier or County to the extent a Party has financial, operational, or administrative responsibility for such Software products under a Functional Services Area Statement of Work.

397. THIRD PARTY VENDOR

“**Third Party Vendor**” means any person or entity (excluding County or Supplier) providing Assets, Intellectual Property, Services, or other products or services that are used or provided under the Agreement to County or Supplier.

398. TICKET

“**Ticket**” means an entry in the IMS that captures pertinent data regarding an Incident and tracks troubleshooting and Resolution activities of all support teams involved in resolving the Incident.

399. TIME AND MATERIALS

“**Time and Materials**” means the pricing mechanism specified in a Work Order where the Charges thereunder are determined on the basis of: (a) direct labor hours for Supplier Personnel at the specified hourly rates set forth in the Rate Card and (b) materials as agreed by the Parties. Notwithstanding the foregoing, the Parties may agree that an individual Work Order contain Charges that are both Time and Materials and other than Time and Materials.

400. TOTAL AVAILABILITY HOURS

“**Total Availability Hours**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

401. TOTAL HOURS

“**Total Hours**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

402. TOTAL SITES

“**Total Sites**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

403. TRAINING AND KNOWLEDGE TRANSFER SERVICES

“**Training and Knowledge Transfer Services**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

404. TRANSITION

“**Transition**” shall have the meaning set forth in Exhibit T (Transition-In Plan).

405. TRANSITION-IN

Transition-In shall mean the transition of Services from County and the incumbent vendor to Supplier as described in Exhibit T (Transition-In) and otherwise under the Agreement.

406. TRANSITION-IN PLAN

“**Transition-In Plan**” means the plan developed in accordance with Section 2.4 (Transition-In) of the Agreement and Exhibit T (Transition-In Plan). The Transition-In Plan and all reports or other Documentation developed by Supplier pursuant to the Transition-In Plan shall automatically become a part of the Agreement immediately upon their creation or delivery, as the case may be. In addition to the requirements described in Exhibit T (Transition-In Plan), the Transition-In Plan shall include, at a minimum: (a) the transition tasks required to be performed by the Supplier; (b) the tasks required to be performed by County (to include its contractors/subcontractors, agents, etc.) (responsibilities not explicitly allocated to County is deemed to be a transition task to be performed by Supplier); (c) the specific resources to be provided by County; (d) the completion date for each transition task; (e) the acceptance criteria (and, if appropriate, testing) to be applied by County in evaluating transition deliverables; (f) a complete description of any one-time or other charges to County which are associated with the Transition Plan, including deliverable criteria and timing for payments, other than the Charges; (g) Supplier’s proposed migration strategy for the County Systems; and (h) all other pertinent and material details.

407. TRANSITION-IN DELIVERABLE

“**Transition-In Deliverable**” means a Deliverable set forth in Exhibit T.2 (Transition-In Milestones and Deliverables).

408. TRANSITION TEAM

“**Transition Team**” shall have the meaning set forth in Exhibit T (Transition-In Plan).

409. TRUSTED IDENTIFICATION

“**Trusted Identification**” means any authorization to access systems at the network administration, system administration, change management, software distribution, or similar elevated level of access.

410. TRUSTED USER

“**Trusted User**” means any person that is issued a Trusted Identification.

411. TR&R

“**TR&R**” shall have the meaning set forth in Exhibit A.1 (Integrated Requirements FSA).

412. TTP

“**TTP**” shall have the meaning set forth in Exhibit A.4 (Security Operations Center FSA).

413. TYPE 1 WORK ORDER

“**Type 1 Work Order**” shall be as described in Section 2.12.3 (Type 1 Work Orders) of the Agreement and Exhibit A.1 (Integrated Requirements FSA).

414. TYPE 2 WORK ORDER

“**Type 2 Work Order**” shall be as described in Section 2.12.4 (Type 2 Work Orders) of the Agreement and Exhibit A.1 (Integrated Requirements FSA).

415. TYPE II AUDIT REPORT

“**Type II Audit Report**” shall have the meaning set forth in Section 29.4(B) (Self Audits) of the Agreement.

416. TYPE II AUDIT CURE DATE

“**Type II Audit Cure Date**” shall have the meaning set forth in Section 29.4(D) (Self Audits) of the Agreement.

417. TYPE II AUDIT REPORTING PERIOD

“**Type II Audit Reporting Period**” shall have the meaning set forth in Section 29.4(B) (Self Audits) of the Agreement.

418. TYPE II REPORT

“**Type II Report**” means the sections of the report issued by Supplier’s Auditors following such Auditor’s annual examination of the controls placed in operation and tests of operating effectiveness, as defined in SSAE 18, in respect of the Services and Supplier’s performance of its obligations under the Agreement and as provided in Section 29.4 (Self Audits) of the Agreement.

419. UPDATE

“**Update**” means a redistribution of Software that corrects an error as well as addresses common functional and performance issues.

420. UPS

“**UPS**” means uninterruptible power supply.

421. VERSION

“**Version**” means any delivery of Software that is a Release or a collection of Updates.

422. VIDEO CONFERENCING

“**Video Conferencing**” means that streaming of real-time video and audio data in a point-to-point or point-to-multi-point connection, including connections between conference rooms or between Authorized User Equipment, using teleconferencing, videoconferencing, telepresence, or similar platforms.

423. VIRUS(ES)

“**Viruses**” shall have the meaning specified in Section 23.9(A) (Viruses) of the Agreement.

424. VOICE

“**Voice**” means the Equipment, Network Components, and all associated Software used to provide voice communications services to County Locations.

425. VOICE COMMUNICATIONS SERVICES

“**Voice Communications Services**” shall have the meaning set forth in Exhibit A.3 (Voice Communications FSA).

426. VOICE MESSAGING

“**Voice Messaging**” shall have the meaning set forth in Exhibit A.3 (Voice Communications FSA).

427. VOICE MESSAGING SERVICES

“**Voice Messaging Services**” shall have the meaning set forth in Exhibit A.3 (Voice Communications FSA).

428. VOICE SERVICES

“**Voice Services**” shall have the meaning set forth in Exhibit A.3 (Voice Communications FSA).

429. VOICE OVER IP

“**Voice Over IP**” or “**VoIP**” means the Equipment, Network Components, and all associated Software used to provide Voice services to County Locations executed over an IP-based computer network.

430. VPN

“**VPN**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

431. WAN SERVICES

“**WAN Services**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

432. WAN TRANSPORT SERVICES

“**WAN Transport Services**” shall have the meaning set forth in Exhibit A.2 (Converged Network FSA).

433. WEIGHTING FACTOR

“**Weighting Factor**” shall have the meaning set forth in Exhibit H (Service Level Requirements).

434. WIDE AREA NETWORK

“**Wide Area Network**” or “**WAN**” means transmission Networks, consisting of Network Components, Software, telecommunications facilities, lines, interconnected devices, cabling, SONET rings, ATM, frame relay, leased lines, and other services as they become available, that are used to create, connect, and transmit data, Voice, and video signals between or among (i) LANs and (ii) non-County locations that do business with County and for which County is responsible for providing connectivity. The WAN shall include all long distance Voice, data, and video (image) traffic to be routed over the WANs.

435. WIRELESS ACCESS POINT

“**Wireless Access Point**” or “**WAP**” means an intermediary device that exchanges information between various wireless configured Equipment by allowing them to connect to a Network using Wi-Fi, Bluetooth, and related standards. The WAP usually connects to a Network switch, and can relay data between wireless configured Equipment and wired Equipment on the Network.

436. WORK ORDER

“**Work Order**” means either a Type 1 Work Order or a Type 2 Work Order.

437. WORKS

“**Works**” shall have the meaning set forth in Exhibit Q (Work for Hire Agreement).

438. WRITTEN ACKNOWLEDGEMENT

“**Written Acknowledgement**” means (1) in the context of a “Written Acknowledgement of Readiness” with regard to any Functional Service Area, that the County has Approved the end of the service being provided by the incumbent vendor and the initiation of delivery of the Services by Supplier, and (2) in the context of any other Deliverable, the written Approval by County that the Deliverable meets the Acceptance Criteria.



EXHIBIT Z (COUNTY APPROVAL REQUIREMENTS)
TO THE
MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

EXHIBIT Z**COUNTY APPROVAL REQUIREMENTS**

No.	Entity	Summary of Approval Right / Authority ¹	Section
Managed Services Network, Voice and Security Agreement			
1.	CIO or designee	Approve a communication plan during Transition-In-Period whereby transition activities can be validated and updated accordingly.	Section 2.4.1(C)(ii) (Transition-In-Plan)
2.	CIO or designee	County may elect for Supplier to provide additional personnel at Supplier's cost as may be required to accomplish Services if County determines that Supplier is likely to fail to meet a Transition Milestone.	Section 2.4.2.1 (Transition Milestones)
3.	CIO	Approve written agreement by the Parties to extend or modified the Transition Complete Date in Exhibit T (Transition In-Plan).	Section 2.4.2.2 (Termination Ready)
4.	CIO or designee	Approve any replacement, upgrade, or Supplier Assets as may be necessary for Supplier to perform the Services.	Section 2.6 (Replacement Services)
5.	CIO or designee	Approval of all Refresh Services prior to implementation.	Section 2.7 (Technology Refresh Services)
6.	CIO or designee	Approve any technology and process advancements and improvements to the Services by Supplier.	Section 2.8.1 (Business Process and Technology Evolution)
7.	CIO or designee	Evaluate the benefits and impacts on the Services of any technology and business process improvements proposed by Supplier.	Section 2.8.2 (Technological Improvements)
8.	CIO or designee	Approve any New Advances to County as part of the Services.	Section 2.8.3 (Supplier Developed Advances)
9.	CIO or designee	Approve Supplier's Technology Lifecycle Management Plan within 90 days after the Reference Date.	Section 2.8.7 (Technology Lifecycle Management Plan)
10.	CIO or designee	Approve Reports.	Section 2.10.2 (Report Delivery)
11.	CIO or designee	Approve Type 1 Work Orders used to acquire Optional Work.	Section 2.12.3 (Type 1 Work Orders)
12.	Board of Supervisors	Approve Type 2 Work Orders as an Amendment to the Agreement for the purchase of certain types and amounts of Optional Work.	Section 2.14.4 (Type 2 Work Orders)
13.	Board of Supervisors	Approve Optional Work such as new service line or Functional Service Area by amendment to the Agreement.	Section 2.12.6 (Amendments for Optional Work)
14.	CIO or designee	Approve all Services delivered under the Agreement and otherwise gratuitous services for inclusion as part of the Services.	Section 3.2 (Failure to Obtain Approval)
15.	CIO or designee	Approve Supplier-suggested written improvement recommendations for Supplier performance specific to each service level requirement.	Section 4.1 (Service Level Requirements Agreement)
16.	CIO or designee	Authority to mutual agree with Supplier that Supplier was not a material contributing cause of any failure to meet Service Levels.	Section 4.4 (Root Cause Analysis)
17.	CIO or designee	Approval of Supplier's request to notify all appropriate third parties of Supplier's appointment as County's single point of contact for all matters pertaining to the Managed Vendors.	Section 6.1(A) (Managed Vendor Services)
18.	CIO or designee	Ability to exercise reasonable control at any time over Supplier's actions with respect to Managed Vendors as it related to the provision of Services.	Section 6.1(A) (Managed Vendor Services)

¹ This Summary is provided solely as a reference to the relevant sections of the Managed Services Agreement and does not change the meaning of any section found within the Managed Services Agreement.

No.	Entity	Summary of Approval Right / Authority ¹	Section
19.	CIO or designee	Approve alternative data center or locations in writing in advance	Section 7.1 (Locations)
20.	CIO or designee	Must give approval to Supplier (unless agreed upon between Supplier and an Eligible Customer pursuant to a Subordinate Agreement) for Supplier to perform any Services outside at Locations outside of the geographic boundaries of County.	Section 7.1 (Locations)
21.	CIO or designee	Approve Supplier's proposal for the migration or relocation of Services to a Supplier Shared Service Center or from one Supplier Location to another.	Section 7.2 (Shared Environment)
22.	CIO	Provide written approval of the content, media and timing of any Breach Notice.	Section 7.4.5 (Breach of Security)
23.	CIO or designee	Approve all leasehold improvements made by or for Supplier during the Term.	Section 7.5 (Access to County Locations)
24.	CIO or designee	Provide written approval to Supplier for any improvements or changes involving structural, mechanical or electrical alterations to the County Locations.	Section 7.9 (Supplier Responsibilities Regarding Facilities)
25.	CIO or designee	Approve control procedures for personnel access or control of an area	Section 7.10 (Physical Security)
26.	CIO or designee	Approve detailed plans and specifications conforming to the hardware manufacturer's requirements prior to Supplier adding or removing any hardware that will require modification of any Location.	Section 7.12(C) (Use of County Locations)
27.	CIO or designee	Approve Supplier's Disaster Recovery Plan, revised Supplier's Disaster Recovery Plan and any changes made to the Disaster Recovery Plan by Supplier that will have a material adverse impact on the functionality, performance or quality of the Disaster Recovery Plans.	Section 8.3(B)(i) (Disaster Recovery and Business Continuity)
28.	CIO or designee	Approve Supplier's appointment of any Supplier Program Manager.	Section 12.1 (Supplier Program Manager)
29.	CIO or designee	Approve reassignment or replacement of Supplier Key Employees designated as Designated Key Supplier Personnel in Exhibit K.	Section 12.1 (Supplier Program Manager)
30.	IT Services Governance Manager	Has the right to approve or request removal of any member of Supplier's personnel performing under the Agreement.	Section 12.3 (Conduct of Supplier Personnel)
31.	CIO or designee	Approves counsel picked by Supplier for indemnification obligation to defend and indemnify County against alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing work under the Agreement.	Section 12.6 (Employee Eligibility Verification)
32.	CIO or designee	Approve any System Changes which may increase County's costs of Services, require material changes to County facilities or systems, or have a material adverse impact on the functionality or performance of Services.	Section 13.3(D) (Change Control Process)
33.	CIO or designee	Approve System Changes that require County to install new versions, releases, upgrades or replacements for any Software or Equipment or materially modify any Software or Equipment.	Section 13.3(E) (Change Control Process)
34.	CIO or designee	Approve Supplier's outline of the topics to be addressed in the Operations Handbook, a final draft of the Operations Handbook, and any proposed changes to the Operations Handbook once approved.	Section 13.7(A) (Operations Handbook)
35.	CIO or designee	Approve any changes made to the Operations Handbook that have a material adverse impact on the scope, accuracy, speed, responsiveness or quality of the Services.	Section 13.7(F) (Operations Handbook)
36.	CIO or designee	Approve Supplier quality assurance processes and procedures to be included in the Operations Handbook.	Section 13.8(A) (Quality Assurance)
37.	CIO or designee	Approve Supplier's plan to achieve ISO and NIST compliance in areas that may not be complaint as of the Commencement Date.	Section 13.8(B) (Quality Assurance)
38.	CIO or designee	Approve Supplier's best practice-based security plan.	Section 14.1 (IT Security Controls)
39.	CIO or designee	Approve of Supplier's destruction of any County Data.	Section 14.11 (Data Retention)
40.	CIO or designee	Approve of Supplier's efforts to identify and implement alternative approaches necessary and sufficient to provide Services without a Consent.	Section 15.2 (Consent Remedy)

No.	Entity	Summary of Approval Right / Authority ¹	Section
41.	CIO or designee	Approve assignments of copyright and ancillary and confirmatory documents that Supplier's employees, Affiliates, Subcontractors and agents must execute similar to the documents provided in Exhibit Q (Work for Hire Agreement).	Section 16.8(C) (Works Made for Hire)
42.	CIO or designee	Approve counsel for Supplier's indemnification obligations to defend and hold harmless County from Supplier Infringement Triggers infringing upon a third party's IP rights.	Section 17.3.1(A) (Indemnification)
43.	CIO or designee	Approve the operating configuration of the County IT Environment.	Section 19.2(C) (Additional Testing)
44.	CIO or designee	Approve all Optional Work and Non-Recurring initiatives in accordance with Section 2.13 (Unapproved Work).	Section 20.2 (Project and Non-Recurring Initiative Pricing)
45.	CIO or designee	Approve amounts that Supplier will be paid for the work set forth in the Non-Recurring Initiative Statement of Work.	Section 20.2 (Project and Non-Recurring Initiative Pricing)
46.	CIO or designee	Approve all additional rates or charges applicable to the Services provided under this Agreement that do not appear in Section 20 (Pricing), the applicable Work Orders, Exhibit T (Transition-In), Exhibit S (Termination Transition Requirements), and Exhibit P (Pricing).	Section 20.3 (All Charges Stated)
47.	CIO or designee	Approve in advance any refunds for any pro-rated amounts that Supplier assumed financial responsibility and pre-paid for a service or function.	Section 20.7 (Refundable Items)
48.	CIO or designee	Approve the form for submission of the surety bond in the amount of \$7,500,000.	Section 20.9.1 (Requirement)
49.	CIO or designee	Approve any surety company rated lower by Best's Key Rating Guide that Supplier may choose to issue the surety bond.	Section 20.9.2 (Surety Companies)
50.	County Counsel for County of Orange and CEO or Office of Risk Management	Approve all surety bonds.	Section 20.9.2 (Surety Companies)
51.	CIO or designee	Approve all accurate and properly issued invoices.	Section 21.1 (General)
52.	County IT Services Governance Manager	Approve all requests for an invoice submission extension within 60 calendar days after the end of the month for any submission of an invoice that must occur after the 60 day window.	Section 21.1 (General)
53.	CIO or designee	Approve the format of the invoice.	Section 21.2 (Invoice Requirements)
54.	Board of Supervisors	Approve all written amendments for expenditure overruns and Charges exceeding the dollar limit on the Contract.	Section 21.6 (Expenditure Limit)
55.	CIO or designee	Approve Changes to County Regulatory Requirements.	Section 23.13 (Changes in Law and Regulations)
56.	CIO or designee	Approve Supplier's material deviation from the County Policies, Procedures, and Guidelines.	Section 23.15 (Technical Architecture and Product Standards)
57.	CIO or designee	Approve Supplier's use of Open Source Software in performing the Services.	Section 23.16(C) (Open Source Warranty)
58.	Board of Supervisors	Any termination of the Agreement by County must be authorized by the Board.	Section 25.10 (Termination Authorization)
59.	CIO or designee	May notify and direct Supplier to stop and proceed no further upon determine at any time during the Term that the Services have been materially and adversely affected in any way.	Section 25.14 (Stop Order)
60.	CIO or designee	Approve recommencement of Services after any Stop Order.	Section 25.14 (Stop Order)
61.	CIO or designee	Approve Termination Transition Plan.	Section 26.1(B) (Termination and Expiration Transition Plan)
62.	County's Risk Manager	Approval of any self-insured retention (SIR) in an amount in excess of \$5,000,000.	Section 27.1 (Required Insurance Coverage)

No.	Entity	Summary of Approval Right / Authority ¹	Section
63.	Board of Supervisors	Approve counsel selected by Supplier for Supplier's indemnity obligation to defend, indemnify and hold harmless County against all liability resulting from Supplier's performance of the Agreement.	Section 27.1 (Required Insurance Coverage)
64.	Office of Risk Management	County retains the right to approve or reject an insurance carrier that does not have a A.M. Best Rating of A-/VIII.	Section 27.2 (Qualified Insurer)
65.	CIO or designee	Approval of all insurance coverage limits for Supplier's Subcontractors.	Section 27.9 (Subcontractors to be Insured)
66.	Board of Supervisors	Approve counsel selected by Supplier for Supplier's general indemnity obligation.	Section 27.12.1 (Supplier's Indemnity)
67.	Board of Supervisors	Authorized under the Agreement and required by law to direct and control litigation and conduct actions provided by Government Code Section 25203.	Section 27.12.1(A) (Supplier's Indemnity) Section 28.5(A) (Compelled Disclosures) Section 32.4.1 (Indemnity for Subcontractors) Section 40.1 (Independent Contractor)
68.	Board of Supervisors	Approve in writing counsel selected by Supplier for Supplier's indemnity obligation to defend and indemnify County against County's act of withholding documents pursuant to a request by Supplier in good faith pursuant to law and such request results in a claim against County.	Section 28.5(A) (Compelled Disclosures)
69.	CIO or designee	Authorize audits.	Section 29 (Audit, Inspection and Examination of Records)
70.	CIO or designee	Approve Supplier's plan to cure inadequacies identified in the applicable SOC Audit Report for the prior SOC Reporting Period.	Section 29.4(D) (Self Audits)
71.	CIO or designee	Approve Supplier's plan to take measures to promptly correct or modify the applicable System, Equipment, or Software to eliminate information security risks.	Section 29.5 (Information Security Reviews)
72.	CIO or designee	County must approve Supplier's delegates or assignees of any payments made by County.	Section 31.1(A) (Assignment by Supplier)
73.	CIO or designee	Approve any assignment of Supplier's duties.	Section 31.1(B) (Assignment by Supplier)
74.	CIO or designee	Provide written approval in CIO or his or her designee's sole and absolute discretion of any subcontract of Supplier's performance of the Agreement.	Section 32.1 (Approval Required)
75.	CIO or designee	Provide advance written consent of any changes made to the Services performed by a particular Subcontractor and approve all substitutions, replacements, or changes of Subcontractors.	Section 32.2 (Request for Approval)
76.	CIO or designee	Approve all Subcontractors.	Section 32.4 (Supplier Obligations Remain Unchanged)
77.	Board of Supervisors	Approve in writing counsel selected by Supplier for Supplier's indemnity obligation to defend and indemnify County against acts by Supplier in connection with any Subcontractor or any Subcontractor acts.	Section 32.4.1 (Indemnity for Subcontractors)
78.	CIO or designee	Approve any continuing performance of any and all Subcontractor personnel providing Services.	Section 32.5 (Approval of Subcontractor Personnel; Termination)
79.	CIO or designee	Approve Supplier's engagement of any Designated Subcontractor if the charges of the Designated Subcontractor are greater than the charges Supplier is paying to an existing Subcontractor.	Section 32.7(B) (Designated Subcontractors)
80.	CIO or designee	Approve all promotional materials or publications that contain a reference to County before publication or distribution.	Section 33.1 (Promotions Referring to County)
81.	County Counsel and CIO	Approval of other judicial, contractual or other remedies without first attempting Internal Dispute Resolution if determined the health and safety of County's population warrants.	Section 34.2 (Dispute Resolution Mandatory)
82.	Board of Supervisors	Approve in writing counsel selected by Supplier for Supplier's indemnity obligation to defend and indemnify County against Supplier's failure to pay when due any taxes.	Section 40.1 (Independent Contractor)

No.	Entity	Summary of Approval Right / Authority ¹	Section
83.	CIO or designee	Request that Supplier interview and consider whether certain County employees have the requisite skills and experience providing IT services to County within the scope of Services provided by Supplier.	Section 40.2 (Non-Solicitation of Personnel)
84.	Orange County Sheriff Department	Approval and administration of required background investigation and clearance for all persons that will have access to the CLETS system.	Section 40.9 (Incorporation of Certain Policies)
85.	Orange County Sheriff Department	Approve any amendments to the terms and conditions of the Agreement relating to CLETS system.	Section 40.9 (Incorporation of Certain Policies)
86.	Board of Supervisors	Approval all written amendments to the Agreement.	Section 40.21 (Amendment of Agreement)