

**AMENDMENT NUMBER 2
TO
MANAGED SERVICES NETWORK,
VOICE, AND SECURITY AGREEMENT
BY AND BETWEEN COUNTY OF
ORANGE
AND
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION**

This Amendment Number 2 to the Managed Services Network, Voice and Security Agreement by and between County of Orange and Science Applications International Corporation ("Amendment 2") 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 2 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, the Parties desire to enter into this 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 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)".

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. Exhibit A.1 (Integrated Requirements FSA) of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit A.1 (Integrated Requirements FSA) – Revision 1, which is incorporated into the Agreement by this reference, and shall be effective upon the Effective Date of this Amendment 2.
2. Exhibit H (Service Level Requirements) of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit H (Service Level Requirements) – Revision 1, which is incorporated into the Agreement by this reference, and shall be effective upon the Effective Date of this Amendment 2.
3. Exhibit H.1 (Service Levels Requirements Table) – Revision 1 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit H.1 (Service Levels Requirements Table) – Revision 2, which is incorporated into the Agreement by this reference, and shall have an effective date of February 1, 2020.
4. Exhibit K (Key Personnel) – Revision 1 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit K (Key Personnel) – Revision 2, which is incorporated into the Agreement by this reference, and shall be effective upon the Effective Date of this Amendment 2.
5. Exhibit P (Pricing) of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit P (Pricing) – Revision 1, which is incorporated into the Agreement by this reference, and shall have an effective date of February 1, 2020.
6. Exhibit P.1.2 (Fixed Transition-In Fee Payments) of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit P.1.2 (Fixed Transition-in Fee Payments) – Revision 1, which is incorporated into the Agreement by this reference and shall have an effective date of May 1, 2019.
7. Exhibit P.5 (Use Reconciliation) of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit P.5 (Use Reconciliation) – Revision 1, which is incorporated into the Agreement by this reference, and shall be effective upon the Effective Date of this Amendment 2.
8. Exhibit P.5.1 (Use Reconciliation Examples) of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit P.5.1 (Use Reconciliation Examples) –

Revision 1, which is incorporated into the Agreement by this reference and shall be effective upon the Effective Date of this Amendment 2.

9. Exhibit T.2 (Transition-In Milestones and Deliverables) – Revision 1 of the Agreement is deleted in its entirety and replaced with the attached Exhibit T.2 (Transition-In Milestones and Deliverables) – Revision 2 and shall be effective upon the Effective Date of this Amendment 2.

10. Exhibit X (Definitions) of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit X (Definitions) – Revision 1, which is incorporated into the Agreement by this reference, and shall be effective upon the Effective Date of this Amendment 2.

B. Informal Dispute Resolution – Service Level Requirements Numbers 6 – 9. The Parties have agreed to a resolution of Information Dispute Resolution – Service Level Requirements Numbers 6 – 9 as follows:

- a. Revisions to various County Equipment
 - i. Supplier shall add two (2) additional full-time resources, valued at \$110,000, to aide in the acceleration of the completion of the remaining Revisions to various County Equipment.
 - ii. The current anticipated schedule for completion of this project is September 20, 2020; however, with the added resources, the new accelerated schedule is anticipated to be completed by July 12, 2020.
- b. Transition of circuit providers
 - i. Supplier shall add one (1) additional full-time resource, valued at \$195,000, to accelerate the transition of the circuits.
 - ii. The current anticipated completion date for this project is May 28, 2021; however, with the additional resource, it is anticipated to be completed by November 20, 2020.
- c. Migration to new telephone interface agent
 - i. Supplier shall add an equivalent of two (2) full-time resources, valued at \$145,000, to accelerate the project.
 - ii. The current anticipated completion date for this project is April 2021; however, with the additional resources, the project is anticipated to be completed on September 5, 2020.

In exchange for the above-mentioned additional resources, which shall be at no cost to the County, to accelerate the County projects, the County shall relieve Supplier of the Charge Reduction for the period of April 2019 through March 2020.

C. This Amendment 2 shall be effective upon execution by both Parties.

D. 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 Amendment 1 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 2 and any provision of the original Agreement, and/or its amendments/modifications, other than Amendment 2, 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 2
2. Amendment 1
3. The original Agreement.

(Signature Page Follows)

The Parties evidence their entire agreement to the terms of this Amendment 1 as evidenced below by the signature of each Party's legally authorized representative on the dates indicated below.

VENDOR: SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

Kelly J. Parson

Print Name

Contracts Manager

Title

Kelly J. Parson

Signature

May 27, 2020

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 Brusco

Patrick Brusco, Deputy County Counsel

Approved by Board of Supervisors on: _____



EXHIBIT A.1 (INTEGRATED REQUIREMENTS FSA) – REVISION 1
TO THE
MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

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EXHIBIT A.1**INTEGRATED REQUIREMENTS FSA**

This Exhibit A.1 (Integrated Requirements FSA) (sometimes referred to in this document as the “**FSA**” or “**Integrated Requirements FSA**”) is an attachment and addition to the Agreement dated as of the Reference Date (hereinafter “**Agreement**”) entered into by and between the 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 FSA, the terms of the Agreement shall prevail and nothing in this FSA shall modify or amend any provisions of the Agreement (including all components such as FSAs, 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 FSA and are Approved. This FSA includes any attachments hereto. Unless otherwise expressly defined herein, the capitalized terms used herein shall have the meaning assigned to them in the Agreement or in Exhibit X (Definitions).

1. INTEGRATED REQUIREMENTS OVERVIEW AND OBJECTIVES**1.1 Integrated Requirements Overview**

This FSA sets forth the roles and responsibilities of Supplier for the integrated requirements that apply to Supplier’s provision, delivery, and Management of all Services under this Agreement (“**Integrated Requirements**”). Supplier will perform and fully comply with the Integrated Requirements across all Services, include all other FSAs under the Agreement as of the Reference Date, and all future FSAs that may be added to this Agreement, using Best Practices and continuous improvement methodology.

All of the tasks, subtasks, Deliverables, goods, and other services required or requested by County and described in this FSA are included as part of the Services. This FSA aggregates tasks and subtasks that are a subset of both the broad definition of Services set forth in Exhibit X (Definitions) to the Agreement, the specific Services associated with this FSA, and the specific Services, activities, and responsibilities described in each Functional Service Area under the Agreement, including Exhibits A.2 (Converged Network FSA), A.3 (Voice Communications FSA), and A.4 (Security Operations Center FSA), and all such Services are included within the Charges for each FSA specified in Exhibit P (Pricing) to the Agreement. The Requirements of this FSA are included as part of the Requirements of, and incorporated by reference into, each FSA. The FSAs provide a description of the nature of the work required, but do not provide an exhaustive list of every task or subtask necessary for completion of this FSA or the FSAs. Whether or not additional Services, not specifically included in any FSA, are needed to successfully deliver the Integrated Requirements as required under the Agreement, such Services are required to be delivered by Supplier and are included in the Charges set forth in Exhibit P (Pricing).

The completion of any tasks or subtasks in a period of time shorter or longer than as may be specified below or in the FSAs shall not increase the Charges. Supplier: (A) is responsible for the performance of the Integrated Requirements detailed in this FSA, and (B) shall be held responsible for the performance of the Integrated Requirements without regard to the use by Supplier of third party products or suppliers. Supplier shall provide the Services as an integrated service offering in accordance with this Agreement and without regard to Supplier lines of business (e.g. IT services, hardware integration and logistics, and training), Affiliate relationships, or geographic locations within Supplier’s organization from which such Services are offered, or the internal profit center within Supplier’s organization to which the financial accounting for a Service is ultimately attributed.

1.2 Maintenance and Changes

The Services shall be performed by Supplier to ensure the County Systems are dedicated to County, Eligible Customers, and Authorized Users, with the entire usable bandwidth Available for the benefit of County, Eligible Customers, and Authorized Users, twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year, except for planned preventative or emergency Maintenance undertaken within Maintenance Windows. All regular Maintenance and planned system Changes for all County Systems will be performed by Supplier in accordance with the Change Control Process referenced in Exhibit W (County Policies, Procedures, and Guidelines) to the Agreement and during the [REDACTED] Maintenance Windows, which are scheduled on [REDACTED] from [REDACTED] pacific time as of the Reference Date, and are subject to Blackout Periods and modification identified or required by County. All Maintenance performed during the Maintenance Windows must be Approved by the Change Advisory Board and the Outage must be limited to the number of Approved hours and specified beginning and end times. All County Systems Changes shall be performed by Supplier during the Maintenance Windows, or as otherwise scheduled and Approved by County, and Supplier Personnel must be [REDACTED] as required to complete Changes during the Maintenance Windows or as otherwise scheduled with County Approval.

Tasks which require an Outage outside of the Maintenance Windows must be Approved by County through the Change Control Process and shall be scheduled to minimize business impacts and disruptions. Any Outages arising out of planned preventative or emergency Maintenance undertaken within a Maintenance Window shall be excluded from SLR calculations only if undertaken with the prior written Approval of County and in accordance with County's Approval as to the Change and the length of the Outage. Even if a Change takes place during the Maintenance Window, the amount of time allowed for the particular Change to occur is determined by the Approved Change Request, not by the available Maintenance Window. An email from County or an Approved, written Change Request is sufficient to document that written Approval was obtained. Any Outages resulting from planned Changes that take place outside of the Maintenance Window Approved by County and undertaken pursuant to County's instructions shall also be excluded from SLR calculations unless such Maintenance outside of the Maintenance Window was necessitated by an act, or failure to act, by Supplier that is inconsistent with Supplier's obligations under this Agreement. All Outages that occur without County's prior written Approval (email or Change Request Approved in writing by County is sufficient) shall be included in the SLR calculations.

Due to the complexity of the County Systems, there are some production Changes that require emergency Changes to the environment. Emergency Maintenance that must be undertaken outside of the Maintenance Windows shall be limited in scope and duration to that which is reasonably necessary to address the emergency condition. County shall notify Supplier of such Changes and any related scheduling limitations, or required timing, and all emergency Changes shall be performed in accordance with the County emergency Change Control Process attached to the Agreement as Exhibit U.2 (Emergency Change Control Process).

Outages caused by emergency Maintenance will be included in the SLR calculation (i.e., treated like any other non-Maintenance-related Outage) unless the emergency Maintenance is undertaken with the prior written Approval of County with express written confirmation that the Approved emergency Maintenance Window, with specified beginning and end times as set forth in County's written Approval, will be deemed to be an additional Maintenance Window for that month, provided, however, that the foregoing exception to the SLR calculation shall not apply where such emergency Maintenance outside of Maintenance Windows was necessitated by an act, or failure to act, by Supplier that is inconsistent with Supplier's obligations under this Agreement. The total hours of Approved planned preventative or

emergency Maintenance undertaken within the Maintenance Windows, plus deemed additional Maintenance Windows Approved by County in accordance with this FSA, constitute the “**Maintenance Hours**” for the SLR calculations for the relevant Measurement Interval.

In addition, due to the business activities conducted by County, there are [REDACTED] in accordance with the Change Control Process and County instruction where Supplier shall not make production Changes on certain County System components (e.g., [REDACTED]) (each a “**Blackout Period**”). County shall notify Supplier of such Blackout Periods and County Systems components to which the Blackout Period applies.

1.3 Business Objectives

The Parties agree that the strategic and business objectives to be accomplished through this Agreement include:

- (A) providing secure, reliable, and scalable County converged network, voice communication, security, integrated, and other Services to the County’s end users that meet the County’s ongoing and evolving network, voice, and security requirements;
- (B) supporting County programs and the end-to-end delivery of the Services through Supplier’s coordination and interaction with third parties;
- (C) reducing County’s overall costs for Services;
- (D) providing County with increased visibility and variability with respect to its cost of receiving the Services and achieving best market value;
- (E) improving County’s ability to manage its cost of Services, leverage its technology investments, and reduce recurring Service costs;
- (F) providing the Services to meet or exceed County’s Service Level Requirements and deliver continuous improvement in price and performance through Supplier Best Practices as to the Services;
- (G) gaining access to a strong bench of skill sets to support future growth and to provide high-quality Services at a competitive cost;
- (H) gaining access to resource flexibility to meet changing County business needs;
- (I) improving proactive management of the Converged Network, Voice communications, and security operations as demonstrated by continuous reductions in Incidents and the analysis and prevention of Problems and improvement of performance, availability and reliability;
- (J) aggressively improving and standardizing existing, and creating new, processes to increase efficiencies and performance, and reduce costs without major disruption to County’s business or increasing County’s investment and/or payment obligations;
- (K) realizing significant and tangible savings and efficiencies from standardization and process improvements during the Term of the Agreement and demonstrate the ability to consistently and timely provide the right resources needed to efficiently and effectively address the Service delivery needs;
- (L) obtaining flexibility to timely expand and contract the Services to meet County’s business requirements;
- (M) increasing the level of customer service and satisfaction;

- (N) adhering to, and as Approved by Customer, improving data privacy and information security protections; and
- (O) complying with statutory and regulatory obligations and orders that are applicable to County

(clauses (A) – (O) are collectively referred to herein as the “**Business Objectives**”).

2. SERVICE AND DELIVERABLE REQUIREMENTS

2.1 Deliverable Development and Approval Process

This Section provides the repeating process for developing Deliverables across all FSAs and under the Agreement. Supplier shall develop each Deliverable in accordance with the following process and Requirements, which shall each be subtasks to each individual Supplier task relating to specific Deliverables set forth throughout the Agreement:

- (A) Develop all Deliverables in the form and format Approved by County;
- (B) Develop agendas, and Coordinate scheduling with County, for all necessary events (e.g., workshops, meetings) for the production of the Deliverables;
- (C) Facilitate events (e.g., workshops, meetings) as required for the development of each Deliverable;
- (D) Record and analyze the input received from all events (e.g., workshops, meetings, and all online or remote events, sessions, and workshops) and distribute results or minutes for review to event participants;
- (E) Prepare drafts of the Deliverables for County review;
- (F) Provide a structured process for County to provide feedback on drafts, including events, as appropriate;
- (G) Compile and incorporate County feedback to the draft Deliverables and prepare revised Deliverables;
- (H) Distribute the revised Deliverables to County for review, obtain and analyze County feedback as above, and repeat if necessary; and
- (I) Complete a final version of the Deliverables including, prior to distribution for Approval by County, validation by Supplier that each Deliverable conforms to the Requirements and meets the Acceptance Criteria.

After receipt of a Deliverable from Supplier, the County lead or designee shall notify the Supplier Project Manager and/or Supplier Personnel, as applicable in writing as to any specific changes requested (together with a reasonably detailed explanation of the reasons why the Deliverable should be modified) in as expeditious a time frame as possible given the nature of the Deliverable and the schedule of any Services or Project. Unless a County-requested change is disputed, Supplier shall make all County-requested changes in a timely manner so as to not adversely impact County operations or the schedule of any Services or Project. Upon completion of all County-requested changes, Supplier shall provide the Deliverable to County with a request for Approval. County shall notify Supplier of its Approval or rejection in a timeframe that is practical and reasonable given the nature, criticality, and complexity associated with the Acceptance Testing and Deliverable.

2.2 Work Orders

2.2.1 Work Orders Required

Under no circumstances shall any Projects, Non-Recurring Initiatives, or Optional Work commence without Supplier first obtaining County Approval and the Parties executing a Work Order (No Charge, Type 1, or Type 2, as applicable). No Charge Work Orders are for Business as Usual activities Managed as a Project.; Type 1 Work Orders have a preliminary value to County of less than one hundred thousand dollars (\$100,000); and Type 2 Work Orders have a preliminary value to County of one hundred thousand dollars (\$100,000) or more. There is no additional cost or fees chargeable to County for Supplier's preparation of a Work Order or other budgets, estimates, or proposals related to the same and all such costs are included in the Charges under Exhibit P (Pricing). All Work Orders will be subject to County's review, input, and Approval. The pricing model applicable to Non-Recurring Initiatives and Optional Work shall be described in the Work Order and a single Work Order may use multiple pricing models (e.g., Fixed Fee and Time and Materials with a Not to Exceed) for segments of Services applicable to that Work Order. There are no additional costs or fees chargeable to County for Business as Usual that is Managed as a Project and described in a Work Order.

2.2.2 Work Order Development

County may request that Supplier perform a Project, complete a Non-Recurring Initiative, or provide Optional Work through a Service Request or by submitting a request to Supplier in writing. After receipt by Supplier of a request to perform a Project, complete a Non-Recurring Initiative, or provide Optional Work, Supplier shall provide such detailed Work Order for County's request in accordance with the following process. Within ten (10) Business Days after receiving County's request, unless otherwise agreed to in writing by the Parties, Supplier will prepare the detailed Work Order that includes the (A) timetable for performing the Project, completing the Non-Recurring Initiative, or providing the Optional Work, and, (B) with respect to Non-Recurring Initiatives and Optional Work, the cost, and deliver such detailed Work Order to County.

If upon receipt of County's request, Supplier determines that the request does not have sufficient detail to provide an accurate detailed Work Order, Supplier will have one (1) opportunity to provide County with a request for clarification detailing specification requirements that are missing or unclear in the original request and that are required for Supplier to provide an accurate estimate. These missing or unclear specification requirements will be documented by Supplier and delivered to County within three (3) Business Days after Supplier's receipt of the original County request. County shall provide to Supplier a response to Supplier's request for clarification. The deadline for Supplier to deliver a Work Order to County shall be extended by one (1) Business Day for each Business Day between the Business Day upon which Supplier requested the additional information or clarification and the Business Day upon which Supplier received the County's response to Supplier's request for additional information or clarification; provided, however, that the deadline shall not be extended if Supplier does not request additional information or clarification within three (3) Business Days after Supplier's receipt of the original County request.

If upon receipt of County's request, Supplier identifies a potential significant impact on the Services, Supplier shall notify the County of the potential impact within three (3) Business Days after receiving the County's request.

If County elects to have Supplier perform the Project, complete the Non-Recurring Initiative, or provide the Optional Work, County and Supplier shall execute a Work Order. Supplier shall not begin performing any work until a Work Order has been executed by County. County will set the priority for the Projects, Non-Recurring Initiatives, and Optional Work.

2.2.3 Work Order Provisions

County and Supplier shall utilize the form of Work Order applicable to the Work Order type and attached to the Agreement as Exhibit B.2 (Form of Type 1 Work Order), Exhibit B.3 (Form of Type 2 Work Order), and Exhibit B.4 (Form of No Charge Work Order). Each Work Order must contain at least the following provisions:

- (A) A written description of the work to be provided;
- (B) A written description of the resources to be provided by Supplier (including the location at which such resources are to be provided and, if applicable, the names and positions for all Supplier Personnel to be used and an affirmative statement that all Supplier Personnel have passed the County background checks applicable to the County Location where the Supplier Personnel will perform Services under the Work Order);
- (C) The Deliverables, Requirements, Acceptance Criteria, Service Levels, Assets, timeline and Milestones, Acceptance Testing period, and gate review process that are subject to the Work Order;
- (D) A description of the responsibilities of County, including any facilities, Assets, personnel, or other support to be provided by County;
- (E) A list and schedule of periodic reporting;
- (F) In all Type 2 Work Orders, and if requested by County in the Work Order request for a Type 1 Work Order or No Charge Work Order, a detailed report describing the impact the Work Order will have on any other Services, Assets, or the County Systems;
- (G) In all Type 2 Work Orders, and if requested by County in the Work Order request for a Type 1 Work Order or No Charge Work Order, an assessment and description of potential risks associated with the requested Project, Non-Recurring Initiative, or Optional Work, including Supplier recommendations to mitigation of such risks;
- (H) With respect to Non-Recurring Initiatives and Optional Work, Supplier shall provide County with the option of paying on a (i) Fixed Fee, (ii) Not to Exceed, (iii) Time and Materials basis, or (iv) a combination of the above foregoing. If the Parties agree that Supplier shall complete the Work Order on either a Fixed Fee, Not to Exceed, or a Time and Materials basis, the Work Order shall include an estimated percentage allocation of the Fixed Fee, Not to Exceed amount, or, as applicable, a Charges estimate for each Milestone. Supplier shall not perform Services (or services other than those specified in the Agreement) in connection with the Work Order in excess of the Charges amount allocated to a Milestone in the Work Order without first obtaining prior written Approval to exceed the Charges amount allocated to the Milestone in the Work Order. If Supplier provides Services (or services other than those specified in the Agreement) in connection with the Work Order in excess of the Charges amount allocated to a Milestone in the Work Order without first obtaining prior written Approval, such Services (or other services) shall be unapproved work that is subject to Section 3 (Unapproved Work) of the Agreement; and
- (I) Any additional information applicable to the Project, Non-Recurring Initiative, or Optional Work, including that information that is required by the Agreement to be addressed in a Work Order or that is not otherwise set forth in the FSAs.

3. SUPPLIER INTEGRATED REQUIREMENTS RESPONSIBILITIES

3.1 General Integrated Requirements

Supplier's general Integrated Requirements responsibilities include those tasks, subtasks, and Deliverables set forth in Table 1 (General Integrated Requirements Responsibilities) below. Where Assets are referenced throughout this FSA, the other FSAs, and the Agreement, County shall own all such Assets unless otherwise specified. Supplier will be responsive to the current and future requirements of County by proactively anticipating needs and adjusting Services accordingly, within the Charges set forth in Exhibit P (Pricing). Throughout this FSA, the other FSAs, and the Agreement, where Supplier is required to provide its recommendations and inputs for practices, processes, tools, procedures, Changes, Assets, or any other recommendations and inputs related to the Services to County, Supplier recommendations and inputs are required Deliverables under the Agreement. Supplier shall provide all recommendations and inputs in writing and shall Implement its recommendations and inputs only where and as Approved by County. County may Approve or reject Supplier recommendations and inputs in whole or in part. To the extent County elects not to Approve any Supplier recommendation and inputs, Supplier shall continue to perform the Services using the County-provided or Approved practices, processes, tools, procedures, Changes, and Assets. Supplier recommendations and inputs as to savings under this FSA, the other FSAs, and the Agreement, shall be only as to Sustainable Savings, unless otherwise specifically requested by County. Additionally, throughout this FSA, the other FSAs, and the Agreement, where specific time for Supplier's performance is not stated, the Requirement is that Supplier do the task on an ongoing basis as appropriate to deliver the Services in accordance with the Agreement, including the SLRs, provided that County may make ad hoc requests for more frequent performance as deemed appropriate by County, and Supplier shall comply with such requests. In the event the ad hoc requests are of such frequency that they are creating a burden to Service delivery, Supplier will escalate the issue to County in accordance with Exhibit G (Governance Model).

Table 1. General Integrated Requirements Responsibilities

General Integrated Requirements Responsibilities	
(1)	Provide an overall Services solution that meets all County Requirements, including all business, technical, Eligible Customer, and Authorized User Requirements, and business processes described in this FSA and the other FSAs.
(2)	Provide continuous improvement for the Services.
(3)	Document and deploy a set of processes to enable and provide consistent Management of process-driven Services seamlessly across a variable number of suppliers, including Third Party Vendors.
(4)	Design processes to enable the effective monitoring and reporting of the Services in a multi-supplier environment through the appropriate deployment of relevant tools and procedures across the Services.
(5)	Coordinate the execution of all processes across Supplier, County, and all Third Party Vendors such that all the individual components that make up the Services and County's information technology environment are Managed by Supplier in an end-to-end manner.
(6)	Comply with all County Policies, Procedures, and Guidelines, including those related to information, information systems, personnel, and physical and technical security.
(7)	Manage and Coordinate with Subcontractors, Managed Vendors, and other Third Party Vendors in order to ensure Service Requirements and SLRs are achieved or exceeded.

General Integrated Requirements Responsibilities	
(8)	Complete all tasks, subtasks, reporting, and other Services and Deliverables set forth in Exhibit H (Service Level Requirements) and Exhibit H.1 (Service Level Requirements Table).
(9)	Measure performance against SLRs.
(10)	Provide County with performance reports of Supplier performance against SLRs.
(11)	Manage all Changes to the Services and County Systems that may affect the SLRs of any other component of the Services or County Systems, Third Party Vendor, or Managed Vendor in a manner that minimizes the impact of the Changes on County operations.
(12)	Utilize County-Approved secure collaboration web portal for delivery of all Documentation related to the Services and/or described in this FSA, the other FSAs, and the Agreement.
(13)	Deliver Services and fulfill Integrated Requirements.
(14)	Provide all resources, Documentation, information, Supplier Personnel, and other access necessary to facilitate and support all County, Third Party Vendor, and other third party assessment activities conducted in the County environment, including external audits, internal audits, infrastructure assessments, regulatory oversight, and all other financial, technical, compliance, and performance assessments.
(15)	Understand and comply with all current and future County business continuity and disaster recovery plans and participate in testing, activating, and supporting of all such County plans.
(16)	Create a comprehensive disaster recovery and business continuity plan for the Services that interoperates with any other business continuity and/or disaster recovery plan of County's, for County review and Approval.
(17)	Implement, Manage, Operate, and Maintain the Approved comprehensive disaster recovery and business continuity plan for the Services, including testing and directly providing support to County and complying with the disaster recovery and business continuity plan during any government disaster declarations that affect Eligible Customers, Authorized Users, or the Services.
(18)	Provide written recommendations describing Supplier's Best Practices for each of the Service components described in this FSA that are applicable to all Services throughout the FSAs and the Agreement for County review.
(19)	Develop an operations manual describing operational procedures for each FSA consistent with Best Practices for the Services for County Approval (the "Operations Manual").
(20)	Implement, Manage, Operate, and Maintain the Approved Operations Manual.
(21)	Fully support and participate in the County cyber incident response team ("CIRT") when and as requested or required by County.
(22)	Provide all relevant resources, Documentation, Supplier Personnel, data, access, and information to support CIRT activity including time, date, logs, entry method, local/global, Security Incident history, Tickets, escalations, communications, prior minutes, and Incident management material, including next tasks, owners, dates, and status changes, as defined by the CIRT, upon County's request.

General Integrated Requirements Responsibilities	
(23)	
(24)	Develop, Manage, and Maintain an inventory of spare Assets in the County-identified Asset tracking repository.
(25)	Monitor, test, and Maintain spare Assets to confirm that spare Assets are ready for production use.
(26)	Manage the spare Asset inventory and Maintain a level of spare Assets required to meet or exceed SLRs.
(27)	Subcontract components of the Services where Supplier does not have sufficient expertise to perform the Services in accordance with the Requirements, without any increase or addition to the Charges set forth in Exhibit P (Pricing).
(28)	Own, provide, use, and Maintain vehicles and other transportation as necessary to perform the Services. Vehicles and all associated costs and expenses are the responsibility of Supplier and are not chargeable to County.

3.2 Value Added Services and Savings Opportunities

Supplier agrees that throughout the course of this Agreement, and at least once every six (6) months, it will identify in writing Sustainable Savings opportunities available to County. Upon Approval by County, Supplier shall follow the Change Control Process and Implement such Sustainable Savings opportunities.

3.3 Project Management Services

Projects will generally fall into two categories: (A) Non-Recurring Initiatives and (B) BAU activities that are Managed as a Project. All categories of Projects, except Non-Recurring Initiatives, are included in the Charges set forth in Exhibit P (Pricing) and shall not be separately chargeable to County. Supplier will provide Project Management for all Services provided by Supplier to County pursuant to the Agreement and associated with Projects using the Project processes and methodology specified below, regardless of whether the applicable Project is a Non-Recurring Initiative or part of BAU (“**Project Management**” and such services, the “**Project Management Services**”). Supplier’s responsibilities for Project Management Services include (i) maintaining a Project Management Office; (ii) providing oversight of the Supplier’s Project Management Office and Project managers as necessary; (iii) conducting Project initiation; (iv) providing support through the Project life cycle; and (v) completing Project close out tasks, as further detailed in this Section 3.3 (Project Management Services). All Projects shall comply with the Project Management procedures described in this Section 3.3 (Project Management Services), and the gate review process and exit gate review process as set forth in the applicable Work Order.

3.3.1 Project Management Office and Oversight

Supplier will create, Implement, Manage, Operate, and Maintain a Supplier Project Management office (“**Project Management Office**”) to provide, plan, and monitor all Project Management Services provided by Supplier to County pursuant to the Agreement. Supplier’s Project Management Office will work with County’s Project Management Office to ensure that Supplier’s methodology, processes, and tools: (A) are consistent with County’s methodology, processes, and tools; (B) deliver the outputs, reports, and other Deliverables and Documentation required by County’s methodology; and (C) are Approved by County. The complete Project Management life cycle (initiation phase, planning phase, executing phase, controlling phase, and closing phase) must be covered by Supplier’s Project Management methodology,

processes, and tools and Managed by the Supplier's Project Management Office. Supplier shall utilize consistent methodologies and tools to plan, monitor, and control Projects throughout the Project lifecycle. Supplier's Project Management Office shall staff adequate Project Managers with Project Management Professional certifications as necessary to provide the Services and as otherwise required by County. Supplier Personnel and Project Managers shall be experienced with Supplier's Project Management methodology, processes, and tools, and have a proven track record of success in using them to Manage Projects. Supplier's Project Management Office responsibilities include those tasks, subtasks, and Deliverables set forth in Table 2 (Project Management Office and Oversight Responsibilities) below.

Table 2. Project Management Office and Oversight Responsibilities

Project Management Office and Oversight Responsibilities	
(1)	Submit Project Management methodology, processes, and tools utilized by Supplier for County Approval within by the time set forth in Exhibit T.3 (Transition-In Plan), but no later than the completion of all Transition-In tasks
(2)	Attend and participate in County meetings and events to review technology or business plans, and recommend appropriate Services and Projects in support of such plans.
(3)	Maintain Supplier Personnel, including Project Managers, with leading industry knowledge in County's business and the Services to support Projects and recommend appropriate solutions for County review and Approval.
(4)	Create and Maintain an up-to-date list of Supplier-supported Projects, work activities, and prioritization of Projects in the County-provided portfolio management system.
(5)	Implement, Manage, Operate, and Maintain an overall Project Management oversight process that includes the following: <ul style="list-style-type: none"> (a) Project integration Management processes designed to properly Coordinate the elements of the Project, such as Project plan development, Project plan execution, and the Change Control Process; (b) Project Management Services processes designed to validate that all the work required, and only the work required, is included to complete the Project successfully and efficiently, such as initiation, Project planning, Project definition, Project verification, and Project Change Control Processes; (c) Project issues Management processes designed to identify, record, track, evaluate, and mitigate the issues completely, expeditiously, and without impact to the Project. For the purposes of this Section, an "issue" has one or more of the following characteristics: (i) any matter that is presently impeding the progress of a Project; (ii) anything that is happening or has happened and has not been resolved; or (iii) the work to resolve the impediment is diverting resources away from the tasks as identified in the Project plan; (d) Project time Management processes designed to complete the Project in accordance with the applicable FSA, the Project Work Order, and the Agreement, including activity definition, activity sequencing, activity duration estimating, schedule development, and schedule control; (e) Project cost Management processes designed to complete the Project within the

Project Management Office and Oversight Responsibilities

- applicable budget Approved by County (to the extent applicable to the Project), including resource planning, cost estimating, cost budgeting, and cost control;
- (f) Project quality Management processes designed to validate that the Project satisfies County operational needs and requirements for which it is undertaken, including quality planning, quality assurance, and quality control;
- (g) Project human resources Management processes designed to most effectively use the people involved in the Project, including organization planning, staff acquisition, and team development;
- (h) Project communications Management processes designed to timely generate, collect, disseminate, store, and ultimately dispose of Project information to County and other third parties appropriately, including communications planning, information distribution, performance reporting, and administrative closure;
- (i) Project risk and dependency Management processes relating to identifying, analyzing, and responding to Project risk and plans to overcome or mitigate the impact of unexpected events, including risk identification, risk qualification, risk response development, risk response control, mitigation plans, and probabilistic analysis;
- (j) Project procurement Management processes and timelines required to acquire goods and services from outside County or Supplier's organization to support the Project, including procurement planning, solicitation planning, solicitation source selection, control administration, and contract closeout, subject to County procurement procedures and Approval; and
- (k) Project Implementation and transition Management processes designed to successfully launch and transition Projects to ongoing operations, including Implementation planning, launch failure contingency planning, transitional procedures, operational procedures, and knowledge transfer.

3.3.2 Project Manager

For each Project, Supplier will designate a Supplier Project manager to whom all County communications may be addressed and who has the authority to represent and commit Supplier in connection with all aspects of the Project Management Services related to that Project (each a **"Project Manager"**). The Project Manager is responsible for ensuring that the Services and Deliverables described throughout this Section 3.3 (Project Management Services) are performed and completed for each Project in accordance with this FSA and the Agreement. The Supplier Project Manager's obligations also include those tasks, subtasks, and Deliverables set forth in Table 3 (Supplier Project Manager Responsibilities) below.

Table 3. Supplier Project Manager Responsibilities

Supplier Project Manager Responsibilities	
(1)	Establish and Maintain communications with the County Project lead through the Project governance structure.
(2)	Create and Maintain communication plans for County review and Approval and Implement

Supplier Project Manager Responsibilities	
	Approved communication plans to notify all Authorized Users of upcoming Changes and Maintenance activity.
(3)	Comply with County's Project Management framework, tools, and reporting requirements, including providing a quarterly information technology report for the County Board of Supervisors, to be delivered in accordance with the County Program Manager's sole direction, and twice weekly status updates on all Projects, and using County's Project tracker tool.
(4)	Manage the delivery of Services and interdependencies between Services components related to Project activities.
(5)	Notify County of any Supplier focal point or contacts for specific Project activities or tasks.
(6)	Create and Maintain a Project plan that includes all Project details set forth in Section 3.3.3 (Project Planning and Project Initiation) below and use Microsoft Project to track progress against the Project plan or such other similarly detailed tracking method that is acceptable to County.
(7)	Maintain the Project plan as up-to-date, follow through on the tasks set forth in the Project plan, and provide County and all relevant stakeholders with the updated Project plan on a weekly basis, or more frequently as requested by County.
(8)	Measure, track, and evaluate progress against the Project schedule, budget (as applicable), and Work Order requirements.
(9)	Work with the County Project lead to resolve deviations, if any, from the Project schedule, budget (as applicable), and Work Order requirements.
(10)	Manage all Supplier tasks and resources associated with the Project, including Supplier Personnel, and Coordinate Project activities with County, Authorized Users, Eligible Customers, Third Party Vendors, and other third party stakeholders involved in or impacted by the Project.
(11)	Report to the County Project lead problems and issues impacting Supplier's provision of the Services that require County's attention and resolution.
(12)	Coordinate resolution of all Service issues, including those raised by the County Project lead and, as necessary, escalate such issues within the Supplier organization.
(13)	Document progress and risks related to the Project and review weekly, or more frequently as required by County, with the County Project lead.
(14)	Conduct regularly scheduled Project status meetings, governance meetings, and all other Project related meetings and events as required by County or set forth in the Work Order or Project plan, and prepare weekly status reports for the Project.
(15)	Assist in the preparation and conduct of monthly steering committee updates on all ongoing Projects.
(16)	Make any and all County Approved Changes associated with the Project in compliance with the Change Control Process and the Agreement.

3.3.3 Project Planning and Project Initiation

Supplier will assist County in its annual planning and budgeting, quarterly planning reviews, and

exception review processes for County's overall Project planning, including providing recommendations for planning and budgeting for County review. The overall goal of the Project planning process is to provide consistency and to align the actions taken with County's strategic objectives, and Supplier shall provide information and relevant industry data to assist County to prioritize and obtain County Approval for all Projects. Supplier shall engage in planning activities related to individual scheduled or proposed Projects following County's Approval of a Project or otherwise upon County's request in advance of County Approval. Upon County's Approval of a Project related to the Services, Supplier shall employ Project Management methodology, processes, and tools that shall be used to consistently plan, initiate, control, and Implement all Projects for all Services, all in accordance with the FSAs, the Agreement, Supplier's Project Management responsibilities set forth in this FSA, and the user requirements, specifications, high-level schedule, and prioritization of Projects, as provided by County. Supplier's Project planning and initiation responsibilities include those tasks, subtasks, and Deliverables set forth in Table 4 (Project Planning and Project Initiation Responsibilities) below.

Table 4. Project Planning and Project Initiation Responsibilities

Project Planning and Project Initiation Responsibilities	
(1)	Upon County's request, participate in County's long-range business planning meetings to review operations and business plans and recommend Services and Projects to support plan execution for County review.
(2)	Maintain levels of industry knowledge in County's business to provide support and recommendation of Projects as required under the Agreement and the FSAs. Supplier shall obtain and Maintain such industry knowledge through, among other activities, participation in industry meetings, forums, and conferences at Supplier's sole cost and expense.

Project Planning and Project Initiation Responsibilities	
(3)	<p>For each County-Approved Project, prepare proposals and detailed Project plans responsive to County's initial high-level business requirements for County review and Approval. Each detailed Project plan will include the following:</p> <ul style="list-style-type: none"> (a) Deliverables, tasks, and subtasks to be provided and performed by Supplier; (b) Associated dependencies among Deliverables, tasks, and subtasks for the Project and across all related work streams; (c) Technical approach and solution; (d) Key personnel assigned, including level of commitment by resource (on-site and off-site); (e) For Time and Materials hourly based Non-Recurring Initiatives, including Not to Exceed Work Orders, resources (effort, hours, and roles) estimated to be required for each Deliverable, task, and subtask, and for Fixed Fee based Non-Recurring Initiatives, total project hours (including hours by Milestone), resource types, and a blended rate (Fixed Fee information must be sufficiently detailed to enable County to validate that the Charges as set forth in Exhibit P.4 (Supplier Rate Card) are being applied); (f) Start and completion dates for each Deliverable, task, and subtask; (g) Acceptance Criteria for each Deliverable; (h) Equipment, Software, data, or other materials required for the Project and ongoing support; (i) Milestones; (j) Overall Project phasing and completion schedule that is realistically achievable with reasonable effort as determined by County; (k) Total cost of the Project (including Charges paid to Supplier under Exhibit P (Pricing) for Projects that are not BAU, as well as any County-retained expenses); (l) Ongoing annual cost of the Project post-Implementation to County (including Charges paid to Supplier under Exhibit P (Pricing) for Projects that are not BAU, as well as any County-retained expenses); and (m) Any Deliverables, tasks, and subtasks required from County, Third Party Vendors, or other third parties.
(4)	Review initial Project plan draft with County Project Management and leadership for additional guidance and feedback from County.
(5)	Update and present a final Project plan that incorporates and is consistent with County guidance and feedback as initial baseline and submit to County for further review and Approval.
(6)	Maintain the Project plan throughout the duration of the Project and hold regular Project plan review sessions, or incorporate the Project plan into ongoing Project meetings.

Project Planning and Project Initiation Responsibilities	
(7)	Identify all applicable stakeholders, including Authorized Users, Eligible Customers, Third Party Vendors, the County Project sponsor, and the County product or business owner, and all County Assets, components of the County Systems, and County processes and Documentation that will be impacted by the Project and/or who are required for Project staffing and resource Management.
(8)	<p>Create a Project staffing and resource management plan for all Project steps for County including:</p> <ul style="list-style-type: none"> (a) Resources and staffing levels required for the Project; (b) For Time and Materials hourly based Non-Recurring Initiatives, including Not to Exceed Work Orders, fully loaded Supplier resource staffing commitments estimate (e.g., identification of FTE equivalent or hours for all resources), and for Fixed Fee based Non-Recurring Initiatives (Type 2 Work Orders), total Project hours by Milestone, resource types, and a blended rate (Fixed Fee information must be sufficiently detailed to enable County to validate that the Charges as set forth in Exhibit P.4 (Supplier Rate Card) are being applied); (c) Reporting relationships; (d) Description of other resources such as conference rooms, training rooms, connectivity, calendars, etc.; (e) Education tracker to monitor training received or required for specific Project staff/roles; and (f) Guidelines for knowledge transfer between Project personnel as they change roles, leave, or join the Project.
(9)	Review initial Project staffing and resource management plan draft with County key stakeholders for review and feedback.
(10)	Update and present a final Project staffing and resource management plan that incorporates, and is consistent with, County feedback and submit a final version to County for Approval.
(11)	Conduct a kickoff event to provide an introduction to each Project to County leadership and County Personnel required to complete the Project tasks, which event will include discussion of the timelines, dependencies, and nature of the work effort that will be required to Implement the Project.
(12)	<p>Prior to the kickoff event for each Project:</p> <ul style="list-style-type: none"> (a) Work with County to identify all Supplier Personnel and County Personnel required to complete the Project tasks; (b) Jointly review and finalize participant list no later than four (4) weeks prior to the kickoff event; (c) Develop an agenda and schedule for the kickoff event; and (d) Review and finalize materials for the kickoff event with County no later than five (5) Business Days prior to the kickoff event.

Project Planning and Project Initiation Responsibilities	
(13)	Conduct the kickoff event as follows: <ul style="list-style-type: none"> (a) Provide background and overview of the Project, including any possible challenges and anticipated success criteria; (b) Review tasks, subtasks, Deliverables, and Milestones for the Project; and (c) Provide training on the tools, processes, and methodologies, along with Best Practice recommendations, that will be used to accomplish the Project activities.
(14)	Following the kickoff event, prepare a kickoff event summary report and a report documenting the Project dependencies for review and Approval by County, and prepare and provide County with meeting minutes and a list of County participants who attended the kickoff event.

3.3.4 Project Support

Supplier will conduct ongoing Project Management activities for the duration of each Project. Supplier's Project Management support responsibilities include those tasks, subtasks, and Deliverables set forth in Table 5 (Project Support Responsibilities) below.

Table 5. Project Support Responsibilities

Project Support Responsibilities	
(1)	Employ a Project Management methodology that conforms to and/or complements County's established Project Management methodology to initiate, plan, execute, control, and close Projects, in accordance with Best Practices, the FSAs, the Agreement, County Policies, Procedures, and Guidelines, and other processes and methodologies as directed by County or set forth in the Work Order.
(2)	Manage Supplier tasks and resources associated with the Project, and Coordinate activities with County and any Third Party Vendors.
(3)	Make any Changes related to the Project in accordance with the Change Control Process and obtain required Approvals.
(4)	Identify Changes and propose alternatives to County and, if necessary, provide appropriate Change Documentation for County review and Approval.
(5)	Use County-Approved Project Management tools and methodologies, which employ a regular reporting mechanism to identify tasks, develop and present status reports, and identify potential risks and issues.
(6)	Communicate Project status as part of standard Project Management meetings, or other such meetings as requested by County.
(7)	Develop, Maintain, and Manage Project schedules by Deliverable.
(8)	Monitor and report Project progress.
(9)	Institute corrective action against the Project plan, if needed.
(10)	Monitor, track, and report actual results versus forecasted results for each Project Deliverable.
(11)	Identify, log, and follow defined processes for risk and issue mitigation.

Project Support Responsibilities	
(12)	Identify, log, and follow defined processes for Change Management.
(13)	Create Project Documentation and submit to County's electronic document management system or such other system agreed to by both Parties.

3.3.5 Project Close

Supplier shall be responsible for Project close-out activities. The purposes of these activities are to resolve any outstanding Project issues, obtain formal agreement from the Project governance processes to officially close out the Project, ensure that there is an official hand over from the Project team to the maintenance and operations team, and conduct a thorough review of the Project. Supplier's Project close-out responsibilities for each Project include those tasks, subtasks, and Deliverables set forth in Table 6 (Project Close Responsibilities) below.

Table 6. Project Close Responsibilities

Project Close Responsibilities	
(1)	Develop a draft Project close-out checklist for each Project.
(2)	Complete review of the draft Project close-out checklist with key County stakeholders, as designated by County.
(3)	Incorporate County feedback into the draft Project close-out checklist and submit a final Project close-out checklist for County Approval.
(4)	Develop a Project close-out cost and key learning report that includes the Project estimated cost and final actual cost, including Charges paid to Supplier in accordance with Exhibit P (Pricing) and the Work Order for Projects that are not BAU, County-retained costs, an analysis of the factors contributing to increases or decreases to overall Project costs, and a summary of key lessons learned.
(5)	Complete review of the draft Project close-out cost and key learning report with key County stakeholders, as designated by County.
(6)	Incorporate County feedback into the draft Project close-out cost and key learning report and submit a final Project close-out cost and key learning report for County Approval.
(7)	Close-out each Project by completing the following tasks: <ul style="list-style-type: none"> (a) Conduct all of the activities defined in the Project close-out checklist; (b) Conduct a solution turnover meeting; (c) Review all aspects of Project close-out with County; and (d) Address all outstanding issues and activities.

3.4 Information Technology Life Cycle and Operations Services

Supplier shall perform the Services described in the following Sections for all current and future County environments (e.g., Assets and Third Party Vendor services). Supplier shall Implement, Operate, Manage, and Maintain all County Systems life cycle activities in accordance with the following common life cycle and operational Services set forth in this Section 3.4 (Information Technology Life Cycle and Operations Services) and the Agreement. Supplier shall develop, document, Implement, Manage, and

Maintain Service-specific activities and procedures associated with these common life cycle and operations Services in the Operations Manual.

3.4.1 Planning and Analysis

Supplier shall perform planning and analysis activities associated with:

- (A) Researching new technical trends, products, and services, such as hardware components, system Software, Equipment, Network Components, and Networks that offer opportunities to improve the efficiency and effectiveness of the Services;
- (B) Investigating methods to improve the quality of the Services (e.g., productivity and operational improvements, defect reduction);
- (C) The introduction of major Changes, enhancements, and new County Asset programs; and
- (D) Continuously improving the County technical environment

(collectively, “**Planning and Analysis Services**”). Supplier’s responsibilities for Planning and Analysis Services include the tasks, subtasks, and Deliverables set forth in Table 7 (Planning and Analysis Services Responsibilities) below.

Table 7. Planning and Analysis Services Responsibilities

Planning and Analysis Services Responsibilities	
(1)	Provide technical, operational, resource, and financial inputs in response to the County’s initial high-level business requirements and request for input to assist County in further defining requirements at the enterprise level for all Services (e.g., business, technology strategy, functional, Availability, capacity, performance, backup, and business continuity) for County review.
(2)	Provide technical, operational, resource, and financial inputs to County in connection with its development and updating of the annual and long-range, comprehensive plan for County’s technical environment, processes, technology architecture, and standards (such plan, the “ Annual Plan ” and such planning, the “ Annual Planning ”).
(3)	Provide technical, operational, resource, and financial inputs to County in connection with its development and updating of the long-range, comprehensive plan for County’s information technology systems, processes, technical architecture, and standards (“ Long-Range IT Plan ”). The Long-Range IT Plan will be developed on an annual basis, and will include a rolling three (3) year projection of anticipated Changes (subject to County business and planning requirements).
(4)	As part of each annual planning cycle, providing updates on short-term Milestones to be completed and schedules for Projects, Non-Recurring Initiatives, and Changes expected to occur within the first twelve (12) months of each plan.
(5)	Providing access to specialists within Supplier’s organization to assist County to develop and update its Annual Plan.
(6)	Assist in projecting future volume, technology, and geographic changes that could impact County’s systems and technical architecture.

Planning and Analysis Services Responsibilities	
(7)	In connection with a County provided request, provide technical, operational, resource, and financial inputs and analysis for new infrastructure, Assets, and third party services for County's review and Approval.
(8)	Identify available information and data across County's technical environment and operations for Planning and Analysis Services (e.g., business capacity reports, roll out plans).
(9)	Proactively seek to automate manual tasks associated with the Services and advise County of such opportunities.
(10)	Monitor industry and technical trends and submit a report to County on a quarterly basis describing industry and technical trends, forecasts, analysis, and other intelligence and including products and third party services with potential use for County, and proposed solutions to facilitate County's ability to understand alternatives in terms of features, functions, costs, and risks, in alignment with County's business and technology strategy.
(11)	Perform twice yearly assessments for the Implementation of new technologies that best meet County requirements and cost objectives.
(12)	Participate in twice yearly technical and business planning sessions to establish standards, architecture, and Project initiatives.
(13)	Conduct regular planning and conduct twice yearly planning meetings with County for technology refreshes and upgrades.
(14)	At County's request, support and participate with County in the discussion and presentation of potential new technology product and service offerings to County management, Eligible Customers, and Authorized Users.
(15)	Facilitate and encourage active cross-functional, cross-group, and cross-location coordination and communication within County related to new technology and automation.
(16)	Conduct and provide to County for County's consideration written twice yearly technical reviews and provide options for improvements that increase efficiency and effectiveness at no cost to County or reduce costs per the planning and analysis results.
(17)	Gather and report to County on data and lessons learned from the operating environment that may impact County's Annual Plan and/or Long-Range IT Plan.

3.4.2 Requirements Support

Based on the County's initial high-level business requirements, Supplier shall perform technical, operational, and staffing requirements definition activities to assist County in its development of technology requirements (e.g., performance, disaster recovery, security requirements) that also comply with regulatory requirements and County Policies, Procedures, and Guidelines ("**Requirements Support Services**"). Supplier shall perform Requirements Support Services to drive the technical design and operations for the Services. Supplier's responsibilities for Requirements Support Services include the tasks, subtasks, and Deliverables set forth in Table 8 (Requirements Support Services Responsibilities).

Table 8. Requirements Support Services Responsibilities

Requirements Support Services Responsibilities
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Requirements Support Services Responsibilities	
(1)	Provide County with inputs for requirements Documentation format and content, for County review and Approval.
(2)	Provide technical support staff with expertise and experience relevant to the County's initial high-level business requirements to participate in technical requirements development with the County team (e.g., County, Supplier, and Third Party Vendors).
(3)	Provide technical and operational input and document infrastructure requirements with County stakeholders (e.g., system interface, performance, Availability, disaster recovery).
(4)	Conduct requirements gathering activities from County Personnel or as directed by County (e.g., focus groups, interviews) and participate in County's requirements gathering activities.
(5)	Document requirements necessary to deliver Services for review and Approval by County using Approved artifact standards (e.g., system specifications, data models, upgrade requirements, conversion requirements, Network design schematics).
(6)	Provide technical and operational input and document required County Systems component upgrade, replacement, and/or conversion requirements (e.g., Assets, Networks).
(7)	Ensure inputs provided and requirements gathered comply with all applicable County Policies, Procedures, and Guidelines, including those Policies, Procedures, and Guidelines related to security.
(8)	Identify integration requirements across the Services and throughout the County Systems.
(9)	Conduct workshops for validation of requirements with County subject matter experts.
(10)	Provide County with recommended testing requirements and criteria (e.g., performance, regression, requirements traceability, security, and user acceptance testing) for County review and Approval.
(11)	Upon County request and pursuant to the County's initial high-level business requirements, provide infrastructure cost estimates for ad hoc initiatives, in accordance with County Policies, Procedures, and Guidelines.

3.4.3 Design Specifications

Based on a design specifications request provided by County, Supplier shall perform technical, operational, and project design specifications activities to assist County in the development and design of the specifications for the Services, and complete all Deliverables associated with the Services, including translating County-developed information system standards and requirements (e.g., architectural, business, security, performance, availability, regulatory) into detailed technical designs and specifications for County review and Approval ("**Design Specifications Support Services**"). County will establish the reference architecture design criteria and requirements, and Supplier shall provide the architecture design and Implementation based on County's design criteria and requirements. Supplier's responsibilities for Design Specifications Support Services include the tasks, subtasks, and Deliverables set forth in Table 9 (Design Specifications Support Services Responsibilities) below.

Table 9. Design Specifications Support Services Responsibilities

Design Specifications Support Services Responsibilities

Design Specifications Support Services Responsibilities	
(1)	Work according to County's input and direction to develop Documentation pertaining to the design specifications in sufficient detail to enable creation of the appropriate technical designs to meet County's needs.
(2)	Conduct site surveys for design efforts to deliver design specifications and plans for review and Approval by County.
(3)	Document and deliver site surveys to County.
(4)	Document and deliver design specifications to meet County's requirements, including integration and interdependent specifications across the Services and throughout the County Systems, for County's review and Approval.
(5)	Provide infrastructure cost estimates based on design results to support County budgeting purposes.
(6)	Ensure inputs provided and created design specifications comply with all applicable County Policies, Procedures, and Guidelines, including those Policies, Procedures, and Guidelines related to security.
(7)	Conduct workshops for validation of design specifications with County subject matter experts.

3.4.4 Integration and Testing

Based on County's needs Supplier shall perform integration and testing activities, as further described below, that are associated with ensuring that each individual County System component (e.g., Assets, Interfaces, Network) configured with or added to the environment work together cohesively to achieve the intended results and meet County developed requirements ("**Integration and Testing Services**"). Supplier's responsibilities for Integration and Testing Services include the tasks, subtasks, and Deliverables set forth in Table 10 (Integration and Testing Services Responsibilities) below.

Table 10. Integration and Testing Services Responsibilities

Integration and Testing Services Responsibilities	
(1)	Evaluate and test Assets, Services, and related products or third party services prior to use or deployment in County's environment, with County retaining final Approval for any use or deployment.
(2)	Benchmark new types of Assets (including testing of various configurations and combinations of Assets) that may be considered for deployment within County, as authorized by County, document benchmarking results, and report on the same to County.
(3)	Develop technical test plans and criteria (e.g., unit, system, integration, regression) for review and Approval by County.
(4)	Implement, Manage, Operate, and Maintain test tools pursuant to the County's requirements.
(5)	Conduct and report to County on testing of Changes in County-provided non-production environments as requested by County and in accordance with County operational procedures.
(6)	Assist and support County by providing technical, operational, and Project Management input to design test environments and processes to Manage testing in the environments.

Integration and Testing Services Responsibilities

(7)	Prepare technical and operational test plans for any proposed Changes to the Services and County Systems components and configurations for County review and Approval.
(8)	Conduct integration and security testing (using Approved test plans) for all new configurations and upgraded County System components (e.g., Assets, middleware, Interfaces, Networks), Services, or third party services to include unit, system, integration, and regression testing based on requirements defined in requirements and design Documentation.
(9)	Evaluate all new and upgraded County System components, configurations, Services, or third party services for compliance with County Policies, Procedures, and Guidelines including those Policies, Procedures, and Guidelines related to security.
(10)	Assess and communicate to County in writing the overall impact and potential risk to County System components prior to implementing County Approved Changes.
(11)	Determine interoperability and performance measures for specific configurations of Assets identified by County, including unit testing, systems integration testing, connectivity testing, load testing, and applications integration testing.
(12)	Based on County's requirements and to support County's needs, identify, support, and Coordinate as necessary with other County information technology functions and Third Party Vendors, to identify and obtain any specific Assets and/or telecommunications required for interoperability and performance testing.
(13)	Provide County with test results and input for Changes to Services and County System components and configurations for County review and Approval.
(14)	Stage new and upgraded Assets and third party services to smoothly transition to all existing infrastructure environments based on requirements defined by County in County-Approved requirements and design Documentation.
(15)	Perform modifications and performance enhancement adjustments to County Systems and utilities as a result of Changes to architectural standards, additions, and upgrades to the environment, or configuration changes.
(16)	Test new releases of Assets to ensure required performance and functionality is maintained and in conformance with the Requirements and the SLRs.
(17)	Implement, Manage, Operate, and Maintain middleware based on County requirements to integrate Assets and Interface with Third Party Vendors.
(18)	In coordination with County, provide Configuration Management Services and Change Management Services related to Integration and Testing Services to support County's Configuration Management plan and Change Management plan.
(19)	In the event County, in its sole discretion, determines Supplier has not utilized appropriately qualified Supplier Personnel or, as applicable, appropriate Supplier Assets and Supplier Software to perform the Services under this Section 3.4.4 (Integration and Testing), Supplier shall, upon County request, Subcontract with a Subcontractor to conduct or to review the test findings and recommendations.

Integration and Testing Services Responsibilities

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| (20) | Cooperate with any Third Party Vendor conducting integration and testing activities at County's request. |
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3.4.5 Implementation and Migration

3.4.5.1 Implementation and Migration Services

Supplier shall perform all Implementation and migration activities associated with the installation of new and upgraded Assets, including Implementation of and Revisions to Software and Implementation and disposal of Equipment and Network Components ("**Implementation and Migration**" and such Services the "**Implementation and Migration Services**").

Supplier shall perform all Implementation and Migration Services in accordance with the County Approved Change Control Process. Supplier's responsibilities for Implementation and Migration Services include the tasks, subtasks, and Deliverables set forth in Table 11 (Implementation and Migration Services Responsibilities) below.

Table 11. Implementation and Migration Services Responsibilities

Implementation and Migration Services Responsibilities	
(1)	Draft Implementation and Migration plans and schedules for County's review and Approval.
(2)	Coordinate with County to provide technical, operational, resource, and financial inputs on Implementation and Migration plans and schedules, in accordance with the Change Control Process and County Policies, Procedures, and Guidelines including those Policies, Procedures, and Guidelines related to security.
(3)	Conduct pre-installation site surveys as required to meet County Approved Implementation requirements.
(4)	Perform engineering functions required to Implement County Approved design plans for additional or new Assets or third party services that are selected by County for Implementation.
(5)	Provide technical and operational input and develop engineering plans to County and identify and document in such plans where there is a potential impact on County Locations, County Systems, County Eligible Customers, Authorized Users, and Third Party Vendors.
(6)	Perform engineering tasks and functions required to Implement, Manage, Operate, and Maintain the Services at County Locations.
(7)	Implement, Manage, Operate, and Maintain enhancements to technical architecture that are selected by County for Implementation.
(8)	Implement, Manage, Operate, and Maintain new and enhanced County Systems components (e.g., Assets, middleware, utilities, Networks, peripherals, configurations) that are selected by County for Implementation.
(9)	Upgrade County System components as a result of new and enhanced applications, architectures, and upgrade plans and County requirements (e.g., Assets, middleware, utilities, Networks, peripherals, configurations) that are selected by County to upgrade the County System.

Implementation and Migration Services Responsibilities	
(10)	Coordinate County Approved Implementation and Migration Services activities with County and Third Party Vendors
(11)	Based on County's requirements and to support County's needs, coordinate and support data migration and conversion by electronic or manual methods as a result of Implementation and Migration (e.g., databases).
(12)	Perform appropriate tests on all IMACs in accordance with County-defined requirements.
(13)	Based on County requirements, develop and document recommended user acceptance testing requirements and user acceptance testing exit criteria for County review and Approval.
(14)	Conduct testing to meet County-Approved or provided user acceptance requirements and document results.
(15)	Provide user acceptance testing plans and results to County for review and Approval.
(16)	Ensure that all County Approved user acceptance testing exit criteria have been met.
(17)	Maintain test cases and scripts to enable incremental fall back capability in accordance with County Policies, Procedures, and Guidelines.
(18)	Maintain all County standard operating procedures, the CMDB, the Operations Manual, and all other relevant Documentation to track and ensure that all state changes to Assets and operations are documented and current.

3.4.5.2 Software Installation, Upgrades, and Changes

Supplier's responsibilities for Software installation, upgrades, and Changes include the tasks, subtasks, and Deliverables set forth in Table 12 (Software Installation, Upgrades, and Changes Responsibilities) below.

Table 12. Software Installation, Upgrades, and Changes Responsibilities

Software Installation, Upgrades, and Changes Responsibilities	
(1)	Implement, including Implementing Revisions and Changes, Manage, Operate, and Maintain County Approved Software as required and in accordance with County technical architecture standards.
(2)	Communicate with County and Third Party Vendors to ensure the compatibility of Software with the County environment.
(3)	Unless otherwise directed by County and subject to the Change Control Process, Implement, Maintain, and Change Software to prescribed release levels.
(4)	Coordinate Implementation of Eligible Customer or Authorized User-specific Software as requested by County with other County-identified parties and Third Party Vendors.
(5)	Implement Third Party Vendor-supplied Revisions and corrections for County Approved Third Party Vendor Software.
(6)	Thirty (30) Calendar Days prior to the start of each calendar quarter, give written notice to County of all Software Revisions and Changes that are planned to occur in the upcoming quarter,

Software Installation, Upgrades, and Changes Responsibilities	
	subject to County's Approval of the timing of all Changes.
(7)	Coordinate Implementation, customization, Management, Operation, and Maintenance of Software with appropriate County Personnel, Authorized Users, and Third Party Vendors as required by County.
(8)	Follow the Change Control Process and County Maintenance schedules while Implementing Changes, Revisions, or enhancements to Software.
(9)	For any Changes, Revisions, or enhancements to Software, advise County of any additional Asset, Network, environmental, or other requirements needed during integration testing and/or otherwise known to be necessary for the Implementation, Management, Operation, or Maintenance.
(10)	Prior to Implementation or Changes to Software, provide technical and operational input to County and Third Party Vendors with information and constraints related to other Assets and Network requirements.
(11)	Coordinate production testing and Implementation activities for Software with County and Third Party Vendors as required in order to successfully promote Software into the production environment.

3.4.5.3 Redeployment and Disposal of Equipment

Supplier's responsibilities for redeployment and disposal of Equipment, including Network Components, include the tasks, subtasks, and Deliverables set forth in Table 13 (Redeployment and Disposal of Equipment Responsibilities) below.

Table 13. Redeployment and Disposal of Equipment Responsibilities

Redeployment and Disposal of Equipment Responsibilities	
(1)	Perform de-installation and/or redeployment of Equipment in accordance with the Change Control Process, including: <ul style="list-style-type: none"> (a) Complying with backup requirements; and (b) Providing permanent removal of any County Software or County Data that may exist on storage media (either fixed, removable, or shared).
(2)	Upon redeployment or disposal of Equipment, make the necessary changes in the CMDB.
(3)	Prior to a new purchase or lease of any Equipment as Approved by County, advise County in writing of any possibility of re-deploying existing Equipment.
(4)	To the extent Equipment is owned or leased by County, Supplier's responsibilities include: <ul style="list-style-type: none"> (a) Returning the Equipment to a central County Location or immediately redeploying Equipment as requested by County; (b) If the Equipment is to be disposed of and is in usable condition, picking up and delivering Equipment to be disposed of to the County designated disposal location (e.g. County data center) in accordance with all applicable County Policies, Procedures, and Guidelines or otherwise dispose of Equipment as directed by County;

Redeployment and Disposal of Equipment Responsibilities	
(c)	Dispose of unusable Equipment in an appropriate, environmentally responsible manner, erase all data and configuration information residing in the computer system, storage components, and/or devices in such a manner that makes the data irretrievable prior to disposing of Equipment, confirm erasure to County in writing, prepare unusable Equipment for disposal by removing all cables and de-racking, if necessary, and placing in a temporary storage area until Supplier, County, or a Third Party Vendor responsible for disposal can accommodate removal of Equipment; and
(d)	Complete all paperwork and reporting required by or related to disposal of Equipment in accordance with County Policies, Procedures, and Guidelines.
(5)	Supplier is responsible for disposal of all Equipment to which Supplier has title in compliance with County standards and Requirements.

3.4.6 Training and Knowledge Transfer

Supplier will provide the following two (2) types of training and knowledge transfer Services:

- (A) Training of Supplier Personnel, Subcontractors, and Managed Vendors, for the improvement of skills through education and instruction, whereby Supplier is responsible for ensuring that all Supplier Personnel, Subcontractors, and Managed Vendors are up-to-date on County business and technical environments, industry standards, and Best Practices related to the Services, and Supplier will participate in any initial and on-going training provided or directed by County to support County's evolving technical environment and/or that would provide a learning opportunity about County's business; and
- (B) Training of and knowledge transfer to County staff regarding the Services and County Systems (e.g., Supplier Services delivery processes, technical configurations)

(collectively, "**Training and Knowledge Transfer Services**"). Supplier is responsible for all costs associated with training Supplier Personnel. Supplier's Training and Knowledge Transfer Services responsibilities include those tasks, subtasks, and Deliverables set forth in Table 14 (Training and Knowledge Transfer Services Responsibilities) below.

Table 14. Training and Knowledge Transfer Services Responsibilities

Training and Knowledge Transfer Services Responsibilities	
(1)	Develop and deliver an annual training program to instruct County and Authorized Users on the provision of Services and the County environment (e.g., "rules of engagement," requesting Services).
(2)	Complete annual training for all Supplier Personnel on all requirements set forth in Exhibit J (Training and Certification Requirements).
(3)	Review Services and County environment training program with County sixty (60) Calendar Days prior to each annual training and incorporate County feedback into the training program for County Approval prior to the next training delivery.
(4)	Develop and deliver training on substantive and technical requirements within the Services, including annual training on security awareness, as required by County.

Training and Knowledge Transfer Services Responsibilities	
(5)	Schedule and provide proactive advanced training and education for individual, new, or replacement technology and products as part of Technology Refreshment and Replenishment Services, Implementation Projects of a new technology or product, Changes, or as otherwise requested from time to time by County.
(6)	Customize training, education, and knowledge transfer so that program contents and Documentation are specific to types of Authorized Users and Eligible Customers within County's environment.
(7)	Develop and Implement, Manage, and Maintain knowledge transfer procedures that ensure that all Supplier Personnel working on County's account understand key components of the County business and technical environment.
(8)	Attend and participate in County delivered instruction on the County business and technical environment.
(9)	Provide Supplier Personnel that are technically qualified and have sufficient professional experience to perform their role in order to meet or exceed the SLRs.
(10)	Train Supplier Personnel to enable efficient operations and communications with County, including on relevant County Policies, Procedures, and Guidelines (security, confidentiality, etc.), and County specific operational procedures and workflows.
(11)	Conduct all training necessary to ensure that Supplier Personnel meet County compliance, technical, and certification requirements.
(12)	Provide new hire training and on-going and refresher training to Supplier Personnel.
(13)	Develop technical training materials and a training plan for review and Approval by County when technological Changes (e.g., new systems, Assets, or functionality) are introduced into the County environment and provide training to County and Supplier Personnel.
(14)	Provide and Implement, Manage, and Maintain training plans and materials for the applicable Supplier Personnel and County Personnel on County business and technical environments, in a format that is acceptable to County.
(15)	Review business and technical environments training plans and material with County and incorporate County feedback into the training program for County Approval.

3.4.7 Documentation

Supplier shall perform all activities associated with developing, revising, Maintaining, reproducing, and distributing Documentation in hard copy and electronic form ("**Documentation Services**"). Supplier shall develop Documentation in accordance with County's requests or to support County's needs and Maintain Documentation in accordance with Best Practices, the applicable County Policies, Procedures, and Guidelines. Documentation will be made readily accessible to County, and all County information and Documentation, including all Network diagrams, configuration specifications, operational procedures, billing detail information, shall only be stored in a County-provided document repository location (e.g., SharePoint). Supplier's Documentation Services responsibilities include those tasks, subtasks, and Deliverables set forth in Table 15 (Documentation Services Responsibilities) below.

Table 15. Documentation Services Responsibilities

Documentation Services Responsibilities	
(1)	Provide Documentation in County's Approved format to document all refresh and replenishment activities throughout the life cycle of Services as described in each FSA.
(2)	Maintain comprehensive Documentation on all Operational procedures, Services, and Assets for which Supplier provides Services under the Agreement and provide a means of access to Documentation from Third Party Vendors or County staff that is acceptable to County.
(3)	Document, Implement, Manage, Operate, and Maintain a process for developing new or updating existing Documentation, provided that all Changes to Documentation shall comply with the Change Control Process under this FSA and the Agreement.
(4)	Document system specifications and configurations (e.g., interconnections, topology, configurations).
(5)	Maintain all standard operating procedures, the CMDB, the Operations Manual, and all relevant Documentation to track and ensure that all state changes to Assets and operations are up-to-date.
(6)	Document, and Maintain County operating procedures Documentation (e.g., boot, failover, batch processing, backup, systems operations and scheduling) as part of the Operations Manual for all operations procedures, Services, Assets, and County Systems.
(7)	Review County standard operating procedures Documentation with County and incorporate County feedback into final procedures Documentation for County Approval.
(8)	Document Maintenance schedules for County review and Approval.
(9)	Provide County with a copy of or access to any Supplier or Third Party Vendor-supplied Documentation (including updates thereto) relevant to the Services.
(10)	Provide Documentation to County electronically for access by Authorized Users and County.
(11)	<p>Audit Documentation regularly, and on at least an annual basis, for completeness and accuracy, including:</p> <ul style="list-style-type: none"> (a) verifying that all Documentation is complete, present, organized, readable, and up-to-date; (b) reporting the resulting audit findings to County on a regular basis; and (c) where it is determined that Documentation is inaccurate (for example, erroneous or out of date), providing corrections for County review and Approval and subsequently replacing such Documentation.
(12)	Track, Maintain, update, and back-up all County Asset information (e.g., fixed Asset number, Equipment type, model and serial number, location) in the CMDB.
(13)	Report monthly on life cycle Management of all County Assets (e.g., end of sale, end of support, end of life).

3.4.8 Break/Fix and Maintenance

Supplier shall perform all Break/Fix and Maintenance activities necessary to and associated with the Maintenance and repair of Assets and Networks (e.g., deploying emergency and standard Software

Updates, Patches, hot packs) (“**Break/Fix and Maintenance Services**”). In addition, Supplier shall Maintain installed Software product [REDACTED], and any exceptions to the foregoing require County’s written Approval in each instance. Supplier’s responsibilities for Break/Fix and Maintenance Services include those tasks, subtasks, and Deliverables set forth in Table 16 (Break/Fix and Maintenance Services Responsibilities).

Table 16. Break/Fix and Maintenance Services Responsibilities

Break/Fix and Maintenance Services Responsibilities	
(1)	Develop for County Review and Approval Maintenance schedules for Changes and preventative Maintenance based on the Maintenance Window, and Implement and Manage such Maintenance schedules.
(2)	Maintain and perform Break/Fix on Assets and Networks in all County Locations, including dispatching repair technicians to the point-of-service location if necessary.
(3)	Perform diagnostics and Maintenance on County System components (e.g., Assets, peripherals, Networks, servers, and special purpose devices)
(4)	Comply with all instructions issued by, and complete all actions required by, the SOC in order to fix any issues identified by the SOC as related to security.
(5)	Immediately perform actions identified by the SOC as requiring immediate remediation due to an actual or suspected security threat or Security Incident.
(6)	Coordinate and Manage County’s then existing Third Party Vendors that provide Maintenance-related support for Assets used in conjunction with the Services, regardless of the Party (Supplier or County) with financial responsibility for the underlying Asset and Maintenance expenses.
(7)	Implement Software Revisions, including manufacturer field change orders, service packs, firmware, etc.
(8)	Perform all Maintenance of Assets in accordance with Change Control Process, and schedule Maintenance to minimize disruption to County’s operations.
(9)	Implement product patch, “bug fix,” service pack, or Revisions to the current installed Software in accordance with the Services and Change Control Process.
(10)	Implement major Software Release upgrades.
(11)	Perform Maintenance related Software distribution and Version control (e.g., Software Updates, upgrades, emergency and standard Patches) using Software distribution and Patch Management tools and processes.
(12)	Develop and Maintain Software Release matrices across all County environments (e.g., production, sandbox, development, test) for validation and Approval by County.
(13)	Based on County’s requirements and to support County’s needs, coordinate with County and Third Party Vendors to develop each Software Release matrix.
(14)	Ensure proper Asset Implementation, Management, Operation, and Maintenance across all County environments including Maintaining each of those environments according to the prescribed County standards and requirements.

Break/Fix and Maintenance Services Responsibilities	
(15)	Perform Maintenance as necessary to keep the Assets in good operating condition and in accordance with the manufacturer's specifications, or other agreements as applicable, so that such Assets will qualify for the manufacturer's standard maintenance plan upon sale or return to a lessor.
(16)	Replace defective parts, including performing preventive Maintenance.
(17)	Conduct Maintenance and parts Management and monitoring during warranty and off-warranty periods.
(18)	Monitor Assets and advise County of Asset obsolescence conditions promptly and in any event within ten (10) Business Days of notification from the applicable OEM, Software developer, or Third Party Vendor.
(19)	Administer leases for Equipment upon Approved requests by County.
(20)	Provide lease expiration analysis, technology refresh notification, and document technical, operational, resource, and financial impacts regarding the same to County.
(21)	Implement, Manage, Operate, and Maintain Assets, Services, and spare parts to meet SLRs, minimize Outages, and minimize County Personnel requirements, and provide reporting on the same in accordance with County requirements and ad hoc requests.
(22)	Provide routine and ad hoc Break/Fix reporting in accordance with County requirements.

3.4.9 Backup and Recovery

3.4.9.1 Backup and Recovery Services

Supplier shall perform all backup and recovery activities associated with ensuring ongoing backup and recovery capabilities according to County schedules and requirements for all County System components and the Services (e.g., all Assets, whether on premise or in the cloud), including disaster recovery planning, testing, and activities ("**Backup and Recovery Services**").

Supplier shall test its Backup and Recovery Services and otherwise demonstrate that it will consistently meet or exceed County's ongoing and overall backup and recovery requirements. Supplier will perform Backup and Recovery Services consistent with the requirements of the Backup and Restoration SLRs set forth in Exhibit H (Service Level Requirements) and Exhibit H.1 (Service Level Requirements Table). Supplier shall ensure that all backups are encrypted. Supplier's responsibilities for Backup and Recovery Services include the tasks, subtasks, and Deliverables set forth in Table 17 (Backup and Recovery Services Responsibilities) below.

Table 17. Backup and Recovery Services Responsibilities

Backup and Recovery Services Responsibilities	
(1)	Based on County's requirements and to support County's needs, develop, document, and Maintain in the Operations Manual all backup and recovery processes and procedures that meet County Requirements and adhere to County Policies, Procedures, and Guidelines, for County review and Approval including those Policies, Procedures, and Guidelines related to security.

Backup and Recovery Services Responsibilities	
(2)	Conduct review of Approved backup and recovery schedules and procedures with County and update backup and recovery schedules and procedures to incorporate County feedback.
(3)	Develop backup schedule in accordance with County requirements and Maintain backup schedule after County Approval.
(4)	Perform County System component backups and Manage backups to County required retention periods.
(5)	Backup data at County-provided location required to meet disaster recovery and backup restore service requirements and SLRs.
(6)	Ensure County encryption requirements are fulfilled.
(7)	Provide ongoing restoration testing in accordance with SLRs for ability to recover data.
(8)	Ensure ongoing capability to recover data from backup in accordance with County requirements and the SLRs.
(9)	Test [REDACTED] and [REDACTED] as appropriate in connection with Changes to ensure [REDACTED] is possible and ensure Services integrity or as otherwise required or requested by County.
(10)	Recover files, or other data required from backup, as required or requested by County.
(11)	Provide full backup, files, or other data on County-defined target (e.g., [REDACTED]) as requested by County.

3.4.9.2 Disaster Recovery Planning

Supplier's disaster recovery plans and activities in support of County shall be Approved by County in advance. Supplier's responsibilities for disaster recovery planning related to the Services include the tasks, subtasks, and Deliverables set forth in Table 18 (Disaster Recovery Planning Responsibilities) below.

Table 18. Disaster Recovery Planning Responsibilities

Disaster Recovery Planning Responsibilities	
(1)	To meet County's requirements, Implement, Operate, Manage, and Maintain the disaster recovery plans related to the Services, as they exist on the Reference Date and as may be modified, amended, or updated as set forth in the Agreement (" County's Disaster Recovery Plans ").
(2)	Maintain County's Disaster Recovery Plans throughout the Term. Maintenance may include updates to include Changes required due to the introduction and use of new technologies (e.g., Assets), processes, business functions, locations, and priorities.
(3)	Integrate the County's Disaster Recovery Plans related to the Services with County's business continuity plans in accordance with the Change Control Process.
(4)	Document the manner and procedures by which Supplier shall perform backups and provide Backup and Recovery Services.
(5)	Document County's priorities for disaster recovery backups based on the priorities established

Disaster Recovery Planning Responsibilities	
	by County and communicated to Supplier and methods and timeframes that allow County to modify priorities.
(6)	Maintain and update a list of key personnel contacts and notification procedures for County, Supplier, and Third Party Vendor personnel.
(7)	Provide a single point of contact for County's Disaster Recovery Plans, related communications, and other Services activities that relate to disaster recovery and business continuity.
(8)	County must Approve all County's Disaster Recovery Plans, and any modifications to such plans.
(9)	With respect to County's critical Assets, as determined by County, Supplier's disaster recovery responsibilities include Coordinating with County and Third Party Vendors to: <ul style="list-style-type: none"> (a) Document new and Maintain all County procedures to support disaster recovery; (b) Document and Manage a process that determines and modifies the list of critical Assets annually, subject to County's Approval; (c) Support County in critical Asset disaster recovery testing [REDACTED] on all critical Assets in accordance with the Operations Manual and County's Policies, Procedures, and Guidelines; and (d) Retest any unsuccessful critical Asset [REDACTED] disaster recovery test within [REDACTED] of the failure.
(10)	Manage and Maintain all records for record retention requirements, compliance, and other audits, in accordance with the Agreement.

3.4.9.3 Disaster Recovery Testing

Supplier's responsibilities for disaster recovery testing related to the Services include the tasks, subtasks, and Deliverables set forth in Table 19 (Disaster Recovery Testing Responsibilities) below.

Table 19. Disaster Recovery Testing Responsibilities

Disaster Recovery Testing Responsibilities	
(1)	Provide technical and operational input for County to establish test objectives with County designed to verify that County's critical Assets shall be Available within established timeframes.
(2)	In coordination with County, Schedule and test the County's Disaster Recovery Plans at least [REDACTED] in cooperation with County, its designees, any Third Party Vendors that are testing and recovery providers, and any other Third Party Vendors providing services to County. Supplier shall schedule testing dates with County Approval. County and its representatives may observe and participate in the County's Disaster Recovery Plans tests.
(3)	Coordinate and Manage Subcontractors utilized by Supplier to provide the Services during County's Disaster Recovery Plans testing in accordance with County's Disaster Recovery Plans.
(4)	Continue to perform Services during disaster recovery tests in accordance with the Agreement.

3.4.9.4 Disaster Recovery Activities

Supplier's responsibilities for disaster recovery activities related to the Services include the tasks,

subtasks, and Deliverables set forth in Table 20 (Disaster Recovery Activities Responsibilities) below.

Table 20. Disaster Recovery Activities Responsibilities

Disaster Recovery Activities Responsibilities	
(1)	Report potential Disasters to County promptly upon identification based on parameters prescribed by County and in accordance with the County's Policies, Procedures, and Guidelines, and the Operations Manual.
(2)	In the event a Disaster is declared, Supplier shall not discuss or otherwise disclose the occurrence of such Disaster or any other information associated with the execution of any County's Disaster Recovery Plans with any third party, including news media.
(3)	Execute County's Disaster Recovery Plans as specified in County's Disaster Recovery Plans, including Operating the Equipment, restoring the Software, verifying that data is recovered to the time of the Disaster, and providing all other functions in connection with the Services.
(4)	In accordance with County's Disaster Recovery Plans, (a) determine what resources to deploy, conduct, supervise, and administer the Operation and Implementation of such resources, (b) make commercially reasonable attempts to provide additional resources to maintain provision of the Services for unaffected areas, and (c) re-align technical resources to maintain normal business operations.
(5)	In accordance with the County's Disaster Recovery Plans, Manage all Subcontractors to provide the Services.
(6)	Regardless of whether a formal disaster recovery plan relating to each SLR exists or not, attempt to restore Services within the timeframes specified in the SLRs.
(7)	Following the occurrence of any Disaster, participate in post-Disaster meetings with County to understand the cause of the Disaster and develop plans to eliminate or mitigate future occurrences.
(8)	Implement, Manage, Operate, and Maintain Disaster recovery activities in accordance with County's Policies, Procedures, and Guidelines, including those related to business continuity.
(9)	Train Supplier Personnel in Disaster recovery procedures and Implement, Manage, Operate, and Maintain a process for Supplier Personnel to obtain immediate access to such procedures in a Disaster situation.
(10)	With respect to all Services, provide and Maintain backups, file recovery capability, and historical files of data and critical Assets (including Source Material where available) utilized to process data in accordance with the County's Disaster Recovery Plans and: <ul style="list-style-type: none"> (a) Ensure that the time period required for backups and recovery in the Disaster Recovery plan is consistent with the Requirements of the Backup and Restoration SLRs set forth in Exhibit H (Service Level Requirements) and Exhibit H.1 (Service Level Requirement Table); (b) Regularly backup County Data and critical Assets, and ensure that backup data is Available for recovery in the event of data loss, corruption, or Disaster; (c) Ensure that backups are Maintained in a secure off-site environment; and (d) Perform the foregoing functions in accordance with the applicable County Disaster

Disaster Recovery Activities Responsibilities
Recovery Plans.
(11) In the event of a Disaster, establish and maintain connectivity for County Locations, from Supplier sites to County Locations, and between County Locations to deliver the Services in accordance with the County's Disaster Recovery Plans.

3.4.10 Technology Refreshment, and Replenishment

Supplier shall perform activities associated with modernizing the County information technology infrastructure on a continual life cycle basis to provide input to County to decide on how to Maintain County Systems components to stay current with evolving industry standard technology platforms based on County's Asset replacement policy ("TR&R" and such Services the "**Technology Refreshment and Replenishment Services**"). Supplier's responsibilities for Technology Refreshment and Replenishment Services includes:

- (A) As requested and Approved by County, upgrading and replacing Assets, as required, throughout the Term, for purposes that include meeting County's business requirements; preventing technological obsolescence or failure; accommodating volume changes; increasing efficiency; lowering costs; and/or Maintaining required Third Party Vendor support; and
- (B) Implementing Assets associated with any refresh or replenishment in accordance with the standards of County's Approved technical architecture and Long-Range IT Plan.

Supplier is responsible for TR&R, Software currency and Release levels, and TR&R planning. Supplier shall develop (with County input and Approval), Implement, Operate, Manage, and Maintain a TR&R schedule and plan for each of the Services by Service type and Asset ownership.

3.4.10.1 Refresh and Replenishment

Supplier's responsibilities for TR&R include the tasks, subtasks, and Deliverables set forth in Table 21 (TR&R Responsibilities) below.

Table 21. TR&R Responsibilities

TR&R Responsibilities	
(1)	Where Supplier is financially responsible for Assets used in conjunction with the Services, Supplier's responsibilities will include: <ul style="list-style-type: none"> (a) At no Charge to County, refresh the Assets during the Term, including responsibility for the Assets, the Implementation of Assets, and the ongoing Management, Operation, and Maintenance of Assets; and (b) At a minimum and/or in the absence of a defined TR&R timeframe, maintain technical currency in accordance with industry standards.
(2)	Where County is financially responsible for Assets used in conjunction with the Services, Supplier will Implement, Manage, Operate, and Maintain the new Assets provided by County in accordance with County's direction.
(3)	Regardless of the ownership of underlying Assets, Supplier's responsibilities will include: <ul style="list-style-type: none"> (a) Provide Supplier Personnel who are adequately trained in the use of the Assets to be

TR&R Responsibilities	
	deployed as part of the TR&R, and provide such training prior to the TR&R;
(b)	Provide minimal disruption to County's business operations associated with TR&R;
(c)	Perform the necessary Services and tasks required to fulfill the TR&R plans;
(d)	Use Best Practices and effective automation tools during TR&R deployment;
(e)	Perform all Changes to Assets in accordance with Change Control Process; and
(f)	Implement, Manage, Operate, and Maintain TR&R plans and provide status reports regarding TR&R Implementation status as required by County.

3.4.10.1 Software Currency and Release Levels

Supplier's responsibilities for Software currency and Release levels include the tasks, subtasks, and Deliverables set forth in Table 22 (Software Currency and Release Levels Responsibilities) below.

Table 22. Software Currency and Release Levels Responsibilities

Software Currency and Release Levels Responsibilities	
(1)	Provide support for all Software Versions and Release levels that exist as of the Reference Date until otherwise directed by County.
(2)	At no Charge to County, use commercially reasonable efforts to support Software that is no longer supported by the Third Party Vendor.
(3)	Maintain Software currency in accordance with County's standards, including: <ul style="list-style-type: none"> (a) Test and evaluate the new Releases in preparation for upgrading the applicable County environment to the new standard level; (b) Build a deployment strategy and plan, obtain County Approval of that strategy and plan, and begin deployment in compliance with County's Approved deployment strategy and plan; and (c) In partnership with the Software manufacturers, provide input on industry standard timing for adopting anticipated releases of major and minor Releases of Software.

3.4.10.2 TR&R Planning

Supplier's responsibilities for TR&R planning include the tasks, subtasks, and Deliverables set forth in Table 23 (TR&R Planning Responsibilities) below.

Table 23. TR&R Planning Responsibilities

TR&R Planning Responsibilities

TR&R Planning Responsibilities

- | | |
|-----|---|
| (1) | Based on County's requirements and to support County's needs, develop, document, Implement, Manage, Operate, and Maintain an annual TR&R schedule and plans for each Service in accordance with County-provided schedule Requirements, including OEM end of support dates, including: <ul style="list-style-type: none"> (a) By the time set forth in Exhibit T.3 (Transition-In Plan), but no later than the completion of all Transition-In tasks, and then within sixty (60) Calendar Days prior to County's Annual Planning process meetings, review the Asset inventory and produce a report that lists the Assets that are due to be refreshed in the upcoming plan year, and provide such report to County's Annual Planning process; (b) Consider and provide technical and functional information to County on the usability of the Assets and alternatives to replace, re-lease, consolidate, or retain the Assets; (c) For Supplier-owned Assets, Supplier and County will mutually determine whether Supplier will replace an Asset (at no additional Charge to County) and the appropriate replacement date; (d) If Changes to related Assets are required due to replacement of certain Assets, Supplier, in consultation with County, will review alternatives for making such Changes and such replacement of the Supplier-owned Assets will be at Supplier's expense; and (e) Plan for and schedule TR&R for twenty percent (20%) of County Assets annually, subject to County's requirements, prioritization, and Approval of Assets and scheduling. |
| (2) | Track completion progress and provide Management reports on the progress of the TR&R plans to the County. |
| (3) | Periodically review draft TR&R Implementation plan updates with County to ensure such plans properly support ongoing County business requirements and incorporate County feedback into final drafts of such plans for County Approval. |
| (4) | Update and archive Asset records after retirement. |

3.5 Service Delivery**3.5.1 Capacity and Availability Management**

Supplier shall perform capacity and availability Management activities, as further described below, which are necessary to ensure that the capacity and availability of infrastructure meets or exceeds the evolving demands of County business in a timely manner ("**Capacity and Availability Management Services**"). As part of the Capacity and Availability Management Services, Supplier will (A) provide input to support County's assessment of the future business requirements (the required Service delivery), the County operation (the current Service delivery), and the information technology infrastructure (the means of Service delivery), (B) optimize the capability of the information technology infrastructure and the supporting organization to deliver a cost-effective and sustained level of Availability that enables County to satisfy its objectives, and (C) ensure that all current and future capacity and performance aspects of the County business requirements are provided for, in accordance with County's request and Approval. Supplier will provide comprehensive capacity and availability Management for all Services. Supplier will minimize and mitigate Service degradation and Outages due to increases in utilization of Services and infrastructure. Additionally, Supplier will conduct proactive development, Maintenance, and communication of tactical and strategic technology plans to present to County for Approval, will

Implement, Operate, and Manage such plans, and will accommodate County growth or changing business requirements.

Supplier's responsibilities for Capacity and Availability Management Services include the tasks, subtasks, and Deliverables set forth in Table 24 (Capacity and Availability Management Services Responsibilities) below.

Table 24. Capacity and Availability Management Services Responsibilities

Capacity and Availability Management Services Responsibilities	
(1)	Design and document a comprehensive capacity and availability Management planning process for County's review and Approval.
(2)	Formally review all capacity Requirements and report to County for review as part of County's normal business planning cycle.
(3)	Designate a named Supplier Personnel resource as the key capacity planner. The resource will perform analysis of capacity information and provide information on application or infrastructure enhancements to County for review to maintain a stable infrastructure and act as a single point of contact for County on capacity planning topics.
(4)	Utilize County-provided tools to effectively Manage capacity and availability monitoring and trending and reporting of County-provided information technology infrastructure, applications, and County Systems components, and that integrate with the Service Management suite. The tools will contain data and information, including: <ul style="list-style-type: none"> (a) Service data (e.g., [REDACTED]); (b) Technical data (e.g., [REDACTED]); and (c) Utilization data (e.g., [REDACTED]).
(5)	Provide a mechanism for County to view and run reports on data from the tools.
(6)	Develop capacity and availability plans for the Services that meet County demand and SLRs.
(7)	Tune systems to achieve optimum use of all Asset and Network resources.
(8)	Respond to current and future County business requirements and identify how County business requirements may alter capacity and availability Requirements (e.g., strategic and operational plan, video conferencing, new site setup, ad hoc events) and provide information on available options to adjust capacity and availability of infrastructure accordingly.
(9)	Establish a schedule for and conduct capacity and availability planning reviews and provide all relevant Documentation to County and Supplier participants.
(10)	Verify that there is adequate capacity to meet the required levels of Services, including periodically (at least twice yearly) auditing the capacity Management information to ensure the correctness of the data contained therein.
(11)	Advise County of insufficient capacity, as appropriate.

Capacity and Availability Management Services Responsibilities	
(12)	Provide early warning to County of potential or actual Availability and reliability issues. Supplier will provide additional warnings and applicable information as the potential increases and as the threat becomes more imminent.
(13)	Work with County to achieve optimal utilization of capacity.
(14)	Coordinate with County and provide support to County to Manage Third Party Vendors to provide end-to-end Availability and reliability of the Services to Authorized Users.
(15)	Assess capacity and availability impacts to all technology and Eligible Customers when adding, removing, or modifying Services and Assets.
(16)	Continually monitor information technology resource usage to enable predictive identification of capacity and availability issues (e.g., SIP Trunk concurrent call volume, bandwidth utilization).
(17)	In support of County application development and Maintenance activities, estimate applicable resource requirements, including impact on the capacity of the Network, as required.
(18)	Capture capacity and availability trending information and forecast future County capacity and Availability Requirements based on County defined thresholds.
(19)	Assess and Resolve Incidents and Problems related to performance.
(20)	Apply capacity Management tools, data, reports, and disciplines, at no additional Charge to County, to Incidents and Problems relating to poor performance as an active member of teams working to resolve such Incidents and Problems.
(21)	Provide information to County on potential Changes to capacity to improve Service performance and/or reduce costs for County's review and Approval.
(22)	Assess and document impact and risk and cost estimate of capacity Changes.
(23)	Include capacity Management in the Change Control Process to assess all Changes for their impact on the capacity of the County Systems and provide appropriate feedback to those submitting Changes.
(24)	To the extent practicable, validate and verify that planned Changes affect only the expected resources.
(25)	Optimize capacity levels for the use of existing information technology resources to minimize County costs to deliver Services in accordance with the SLRs.
(26)	Provide timely reporting at a frequency required by County (could include daily reports with weekly or monthly summaries) to ensure adequate capacity and Availability exists within the information technology environment to meet SLRs taking into account daily, weekly, and new Services and cyclical business variations in capacity demands. Reports should include current usage of resources, performance trends and forecasts, and exceptions.
(27)	Monitor and report on Asset utilization and efficiency.
(28)	Perform ad hoc performance and capacity studies as requested by County, or as needed to deliver the Services.

Capacity and Availability Management Services Responsibilities

- (29) Perform short-term demand Management as required to Maintain delivery of the Services during failures, spikes in demand, or other spontaneous events.

3.5.2 Performance Management

Supplier shall perform all activities associated with tuning Service components within and across all Services for optimal performance, including, proactive and predictive monitoring and Management of the County environment as it relates to the Services and performing quality assurance with respect to the Services as a whole (“**Performance Management Services**”).

3.5.2.1 Proactive Performance Management

Supplier’s responsibilities for proactive Performance Management Services include the tasks, subtasks, and Deliverables set forth in Table 25 (Proactive Performance Management Responsibilities) below.

Table 25. Proactive Performance Management Responsibilities

Proactive Performance Management Responsibilities	
(1)	Perform Service component tuning to maintain optimum performance in accordance with Change Control Process.
(2)	Monitor and Manage the County environment as it relates to the Services to predict, identify and Resolve Incidents and Problems where possible before they affect County.
(3)	Implement, Manage, Operate, and Maintain Service component resources to meet defined Availability requirements and SLRs.
(4)	Provide regular monitoring and reporting of Service component performance, utilization and efficiency, as formally prescribed by SLRs, Exhibit R (Required Reports), and the Agreement.
(5)	Upon County’s request and at County’s direction, or as otherwise provided for in the Services, evaluate, identify, and recommend configurations or changes to configurations that will enhance performance.
(6)	Perform predictive Incident and Problem detection and Incident and Problem Resolution.
(7)	Perform [REDACTED] on Assets.
(8)	Manage and Resolve error messages that allow for resumption of normal operational status.
(9)	Provide notification to County according to predetermined guidelines of any need for an unscheduled interruption and Coordinating that activity with designated County Personnel.
(10)	Detect, Manage, and Resolve exceeded thresholds for all Services.
(11)	Develop and deliver improvement plans for the Services as required to meet SLRs for review and Approval by County.
(12)	Implement, Operate, Manage, and Maintain County-Approved improvement plans and Coordinate with Third Party Vendors as required.
(13)	Provide technical advice to support County and Third Party Vendor technology maintenance and development.

Proactive Performance Management Responsibilities	
(14)	Operate, Manage, and Maintain an up-to-date dashboard showing the operational status of the County environment as it relates to the Services.

3.5.2.2 Predictive Performance Management

Supplier's responsibilities for predictive Performance Management Services include the tasks, subtasks, and Deliverables set forth in Table 26 (Predictive Performance Management Responsibilities) below.

Table 26. Predictive Performance Management Responsibilities

Predictive Performance Management Responsibilities	
(1)	Analyze data collected while Implementing, Operating, Managing, and Maintaining the County Systems and evaluate the performance of the County Systems.
(2)	Report the results of Supplier's analysis and provide information to County on potential improvements to the performance of the County Systems on a monthly basis or more frequently as reasonably requested by authorized County representatives.
(3)	Review the results of identified performance trends or trend analysis with County.
(4)	Work jointly with County, conducting monthly meetings (or more frequently as otherwise mutually agreed to in writing by the Parties) on potential Changes to the County environment based on performance trends or trend analysis.
(5)	Tune and refine the delivery of the Services based on the monitored data.
(6)	Employ County-provided Management system tools or other tools as agreed to by the Parties in writing to monitor events that exceed thresholds.
(7)	Define the actions to be taken in the event performance trends indicate that an Incident or Problem is likely to occur.
(8)	Assess and Implement alternate methods and procedures, as directed by County and subject to County Approval and the Change Control Process.

3.5.2.3 Quality Assurance

Supplier's responsibilities for quality assurance with respect to the Services as a whole include the tasks, subtasks, and Deliverables set forth in Table 27 (Quality Assurance Responsibilities) below.

Table 27. Quality Assurance Responsibilities

Quality Assurance Responsibilities	
(1)	Develop a quality assurance program, subject to County review and Approval, and Implement, Operate, Manage, and Maintain such quality assurance program at County's direction, in order to promote performance of the Services at a high level of quality, focusing on measuring and improving reliability, speed, cost effectiveness, and customer satisfaction.
(2)	Write and Implement, Operate, Manage, and Maintain procedures and measurements, subject to County review and Approval, on all quality assurance activities associated with the Services.
(3)	Employ quality metrics and procedures that are consistent with similar standards in County

Quality Assurance Responsibilities	
	peer group and/or in the provision of professional services that are similar to the Services.
(4)	Comply with a published quality assurance program, with adequate internal controls and verification activities.
(5)	Allow County to perform audits that focus on Supplier's adherence to its quality assurance procedures and standards; on the metrics gathered to support quality assurance activities; and on Supplier's efforts to improve overall quality. Supplier shall cooperate fully and assist County with any such audits.

3.5.3 Service Level Monitoring and Reporting Services

Supplier shall perform all monitoring and reporting activities necessary to and associated with the monitoring and reporting of Service delivery with respect to SLRs in order to maintain and improve business-aligned Service quality through a constant cycle of monitoring, reporting, and reviewing Service achievements and through instigating County Approved actions to eradicate unacceptable levels of Service ("**Service Level Monitoring and Reporting Services**"). In addition, Supplier shall report system Management information (e.g., performance metrics, system accounting information) to the designated County representatives in a format designated by County. Supplier's responsibility for Service Level Monitoring and Reporting Services include the tasks, subtasks, and Deliverables set forth in Table 28 (Service Level Monitoring and Reporting Services Responsibilities) below.

Table 28. Service Level Monitoring and Reporting Services Responsibilities

Service Level Monitoring and Reporting Services Responsibilities	
(1)	Report on SLR performance and improvement results.
(2)	Upload and Maintain all SLR reporting into the County-designated shared site.
(3)	Provide an executive summary dashboard for SLR reporting as part of the County-designated shared site.
(4)	Coordinate SLR monitoring and reporting with relevant County representatives and Third Party Vendors to maximize accuracy.
(5)	Measure, analyze, and provide Management reports to County on SLR metrics, and Supplier and Third Party Vendor performance against SLRs.
(6)	Develop and deliver SLR improvement plans where required.
(7)	Review SLR improvement plans with County and incorporate County feedback into final SLR improvement plans for County Approval.
(8)	Implement, Manage, Operate, and Maintain SLR improvement plans, in accordance with County directions.

3.5.4 Security

Supplier shall conduct security Management activities associated with Maintaining physical and logical security of all Services, County Systems components (e.g., Assets and Networks), and County Data, malware protection, access protection, and other security Services in compliance with County security requirements and all applicable regulatory requirements ("**Security Services**").

Supplier's overall Security Services responsibilities include: (A) meeting the external-to-Supplier requirements according to security policies, contractual requirements, legislative requirements, and as expressed in the SLRs; (B) meeting the internal-to-Supplier security requirements according to internal security Policies, Procedures, and Guidelines, standard security baselines, and as expressed in the SLRs; (C) upon request, providing County and/or its representatives or designees access to all facilities, including the County Locations and Supplier Locations, and Assets used in providing the Services for audits, investigations, and compliance reviews; and (D) ensuring all County security Policies, Procedures, and Guidelines are enforced at all times.

3.5.4.1 Information Security Model

Supplier's Security Services with respect to the overall County information security model responsibilities include the tasks, subtasks, and Deliverables set forth in Table 29 (Information Security Model Requirements) below.

Table 29. Information Security Model Requirements

Information Security Model Requirements	
(1)	Comply with all County security and safety Policies, Procedures, and Guidelines, as they may be revised or updated.
(2)	Implement, Manage, Operate, and Maintain security processes, subject to County review and Approval, that meet or exceed County's security Policies, Procedures, and Guidelines.
(3)	Comply with County policies and standards, including security, data and records Management, and electronic records and data archiving.
(4)	Inform County immediately if Supplier becomes aware of any vulnerability or weakness in the Services or any Security Incident, and recommend a possible solution or mitigation.

3.5.4.2 Physical Security Administration

Supplier will provide physical security administration for Supplier's data centers and facilities under Supplier's control, which will include authorized access control. Supplier's responsibilities for physical security administration Services include the tasks, subtasks, and Deliverables set forth in Table 30 (Physical Security Administration Requirements) below.

Table 30. Physical Security Administration Requirements

Physical Security Administration Requirements	
(1)	Communicate and provide reports on the physical and logical security Management processes to County and each Third Party Vendor as appropriate.
(2)	Provide information on potential supplemental physical security standards to increase the overall level of security as necessary in the locations and facilities used by Supplier, and implement such supplemental standards when requested and Approved by County.
(3)	Provide that proper segregation of duties exists where appropriate, including where processes span to Third-Party Vendors or other third parties.
(4)	If during the Implementation of Changes or Management of crises it is not feasible to observe a proper segregation of duties, immediately inform County of this fact and keep a written record of all actions performed. Discuss such record with County within two (2) Calendar Days

Physical Security Administration Requirements	
	after the Change or crisis.
(5)	Inform County immediately if Supplier becomes aware of any vulnerability or weakness in the Services or any Security Incident, and recommend a possible solution or mitigation.
(6)	Integrate Supplier's physical security administration process with County's and Third Party Vendors' physical security administration processes, where the processes interact.
(7)	Perform all physical security functions (e.g., [REDACTED]) at facilities under Supplier's control.

3.5.4.3 Logical Security Administration

Supplier will provide logical security administration Services to Maintain authorized access to information technology data. Supplier's responsibilities for logical security administration include the tasks, subtasks, and Deliverables set forth in Table 31 (Logical Security Administration Requirements) below.

Table 31. Logical Security Administration Requirements

Logical Security Administration Requirements	
(1)	Establish and Maintain mechanisms to safeguard against the unauthorized access, destruction, loss, or alteration of County Data, with County review and Approval. Supplier will Implement, Manage, Operate, and Maintain safeguards that are consistent with County's Policies, Procedures, and Guidelines.
(2)	Conduct periodic user access control audits in accordance with County Policies, Procedures, and Guidelines.
(3)	Implement, Manage, Operate, and Maintain Network segmentation in accordance with County Policies, Procedures, and Guidelines.
(4)	Research and assist in and/or Implement the Resolution of system security Incidents, at the direction of and in Coordination with County (including the SOC team) and Third Party Vendors designated by County, as applicable.
(5)	<p>Manage, Operate, Maintain, and administer access to County Systems, Networks, Assets, and County Data, for which Supplier provides Services under this Agreement, to include the following:</p> <ul style="list-style-type: none"> (a) Allow County information technology security Approved access privileges related to County Systems regarding the Services, including full access to audit trails and logs; (b) County will retain authority for Approval of all data and system access requirements; (c) County will notify Supplier regarding the entities and personnel to be granted access to component of the County Systems and the level of security access granted to each; (d) Follow County's instructions and the procedures regarding such access as designated by County; and (e) Maintain security rules and access rights for the Services.
(6)	Review all documented information security procedures with County pertaining to the County

Logical Security Administration Requirements	
	Systems.
(7)	Develop, Implement, Manage, Operate, and Maintain security procedures, subject to County's review and in accordance with County Approval, including physical access strategies and standards.
(8)	Comply with County Policies, Procedures, and Guidelines on privacy protection and protective security for data, including security, data and records Management, and electronic records and data archiving.
(9)	Assist in the development and utilization of an action plan and escalation procedures for any potential and real Security Incidents and report any potential and real Security Incidents to County in accordance with the County's Security Incident response plan.
(10)	Monitor users of the County Systems and Services for authorized access, and monitor, review, and respond in a timely and appropriate manner to access violations.
(11)	Identify and report to County on security risks associated with the Services.
(12)	Notify County in the event of a security violation or unauthorized attempt to access or alter County Data, where the notification and escalation is made according to security Policies, Procedures, and Guidelines.
(13)	Conduct periodic reviews, as appropriate, to validate that individual employee access to programs and libraries is appropriate for the County Systems.
(14)	Ensure that processes, whether automated or manual, for disabling and/or deleting user accounts are followed.
(15)	Provide reports that identify to County those accounts that have been disabled or removed on County Systems on a regular basis, and in accordance with County requests.
(16)	Capture data regarding routine access and exceptions for audit trail purposes, and make such data available to County upon request.
(17)	Perform security audits, provide Incident investigation support, and initiate corrective actions to minimize and prevent Security Incidents.
(18)	Having obtained County Approval, Implement, Operate, Manage, and Maintain Software that will provide security monitoring, alarming, and access-tracking functionality for County Systems and Assets.
(19)	Provide and Implement or Manage, Operate, and Maintain existing security access control tools for County Data, Assets, and Networks in compliance with County security Policies, Procedures, and Guidelines, and Maintain such security and access control devices in proper working order.
(20)	Develop, Implement, Manage, Operate, and Maintain a set of automated and manual processes designed to enforce County's Data access and security policies.
(21)	Communicate with Authorized Users regarding requests for system or data access.
(22)	Coordinate County System password changes and, subject to County's Approval, Change and test all local passwords as required.

Logical Security Administration Requirements	
(23)	Perform backup and recovery procedures in response to security violations that result in lost or damaged information.

3.5.5 Asset and Life Cycle Management

Supplier shall perform all Asset and life cycle Management activities necessary for and associated with ongoing Management and tracking of new and upgraded Services and County System components (e.g., Assets) in the County-identified Asset repository (“**Asset and Life Cycle Management Services**”). Supplier’s responsibilities for Asset and Life Cycle Management Services include the tasks, subtasks, and Deliverables set forth in Table 32 (Asset and Life Cycle Management Services Responsibilities) below.

Table 32. Asset and Life Cycle Management Services Responsibilities

Asset and Life Cycle Management Services Responsibilities	
(1)	Conduct an initial, complete inventory of all Assets and related Services provided or supported by Supplier and deployed at County Locations or Supplier Locations; include all Assets, whether such Assets are owned or leased by either County or Supplier.
(2)	Schedule and complete the initial wall-to-wall Asset inventory in accordance with the Approved Transition-In Plan.
(3)	As the initial Asset inventory is being conducted, enter the required information regarding the Assets into the County-provided Asset repository.
(4)	Once the initial Asset inventory is completed and Approved by County, provide an extract (either .csv or Excel format) of Asset inventory for update of County’s governance, risk management, and compliance Software.
(5)	Maintain Asset data in County-provided Asset repository on an ongoing basis and in a manner that meets County requirements and adheres to County Policies, Procedures, and Guidelines.
(6)	Manage life cycle of all Assets from installation, inventory, and preventative Maintenance to disposal according to County Policies, Procedures, and Guidelines.
(7)	Provide County with an annual Asset refresh list by no later than September 1 of each year of the Agreement to cover any refresh required in the subsequent eighteen (18) month period.
(8)	Provide input to County on recommended Asset type list to be included in the County-provided Asset repository for County review and Approval.
(9)	Maintain Asset types in the County-provided Asset repository.
(10)	Provide County with periodic updated Asset reports derived from the County-provided Asset repository for all Assets related to the Services and respond in a timely manner to queries and requests concerning the inventory data or supporting information.
(11)	Input, Manage, Maintain and report all Assets throughout the Asset life cycle (i.e., acquisition to retirement) via the County-provided tool.
(12)	Maintain the accuracy of the data of Assets in the County-provided Asset repository according to SLRs.
(13)	On a monthly basis, or more frequently in connection with TR&R, provide extracts (either .csv

Asset and Life Cycle Management Services Responsibilities

or Excel format) from County-provided Asset repository for County to update its governance, risk management, and compliance software.

(14) Implement, Manage, Operate, and Maintain Asset information in the Asset tracking database to include, at minimum, the Asset tracking information set forth in SLR 21 (Accuracy and Completeness of Data) of Exhibit H.1 (Service Level Requirements Table), and the following information for each Asset:

- (a) [REDACTED];
- (b) [REDACTED];
- (c) [REDACTED];
- (d) [REDACTED];
- (e) [REDACTED];
- (f) [REDACTED];
- (g) [REDACTED];
- (h) [REDACTED];
- (i) [REDACTED];
- (j) [REDACTED];
- (k) [REDACTED];
- (l) [REDACTED];
- (m) [REDACTED];
- (n) [REDACTED];
- (o) [REDACTED];
- (p) [REDACTED];
- (q) [REDACTED];
- (r) [REDACTED];
- (s) [REDACTED];
- (t) [REDACTED];
- (u) [REDACTED];

Asset and Life Cycle Management Services Responsibilities	
	<ul style="list-style-type: none"> (v) Asset criticality; and (w) Decommission date.
(15)	Track and inform County of warranty periods for all Assets.
(16)	Track and inform County of Maintenance contracts for Assets and alert County of expiration of any Maintenance contract for Assets at least six (6) months prior to expiration or earlier if required for County to exercise a renewal or non-renewal right under the applicable contract.
(17)	When performing Equipment and Network Component installations, validate and correct physical inventory information.
(18)	Update Asset records related to all Change activities (e.g., IMAC activities, Break/Fix activities, enterprise reorganization, and Change Control Process activities) in different target data sources (e.g., County configuration and Asset Management system, monitoring tool sets, third party OEM contract maintenance list).
(19)	Perform ongoing Asset inventories to validate that data in the County-provided Asset repository is accurate and current and that County has the data it requires. Asset information shall be updated at the time of refresh or when an IMAC is performed.
(20)	Develop, provide, and upon County Approval, Implement, Manage, Operate, and Maintain remediation plans for County-provided Asset repository deficiencies.

3.5.6 Asset License Management

Supplier shall perform all Asset license Management activities necessary for and associated with the acquisition and ongoing Management and tracking of Asset licenses (“**License Management Services**”). For all Assets under this Agreement, Supplier shall perform the Services described in Section 3.5.5 (Asset and Life Cycle Management) in addition to the activities described in this Section. Supplier responsibilities for the License Management Services include the tasks, subtasks, and Deliverables set forth in Table 33 (License Management Services Responsibilities) below.

Table 33. License Management Services Responsibilities

License Management Services Responsibilities	
(1)	Manage and Maintain all Asset license information through the Asset license life cycle in accordance with County’s asset license life cycle plan.
(2)	Provide required reporting and data to support County’s planning cycle for purchases.
(3)	Provide data necessary for County to Manage compliance of Asset licenses by monitoring and auditing all Asset use, regardless of financial responsibility for the Asset.

License Management Services Responsibilities	
(4)	Continuously monitor the use of the Asset in order to maintain strict compliance, including: <ul style="list-style-type: none"> (a) Immediately notify and advise County of all Asset license compliance issues associated with the Services and Assets; (b) Where Supplier is financially responsible for Assets associated with the Services, provide the Asset and acquire the correct number of the licenses to be compliant with Third Party Vendor requirements; and (c) Where County is financially responsible for Asset, County will notify Supplier of the number of Authorized Users that are allowed to use the Asset, along with any other pertinent licensing and use information related to the Asset.
(5)	Use tools – such as an enterprise management system and remote monitoring agents – to assist in its monitoring efforts, in accordance with Best Practices, subject to County’s review and Approval of all such tools.
(6)	As requested by County, provide input on issues related to Third Party Vendor agreement negotiations between County and Third Party Vendors for County-administered contracts.
(7)	At County’s direction and with County input and monitoring, conduct Third Party Vendor agreement negotiations for non-County-administered contracts.
(8)	Track, Maintain, and provide to County OEM Asset renewal and end of support dates.
(9)	Develop and Implement, Manage, Operate, and Maintain inventory of all Asset licenses in a County-provided Asset license Management system that integrates with the Service Management suite and Asset Management.
(10)	Monitor Supplier, County, and Third Party Vendor compliance with, and report to County on any exceptions to compliance with, Third Party Vendor Asset terms and conditions.
(11)	Coordinate and conduct Asset license and Maintenance agreements reviews for operational and usage impacts and report on the same to County at least on a quarterly basis, or more frequently as necessary to allow for sufficient time prior to expiration for negotiations.
(12)	Provide monthly recommendations to purchase additional license capacity, recommending alternatives, or curtailing usage where necessary and appropriate, to restore, or continue to maintain, license compliance taking into account County’s budget cycle.
(13)	Manage and perform annual license audits and reconcile the number of licenses to the number of installs.
(14)	Monitor, Maintain, and provide data necessary to enable County to conduct periodic reviews one hundred twenty (120) Calendar Days prior to expiration of all Asset license and Maintenance agreements.
(15)	Obtain Approval from County for any license change or replacement.

3.5.7 Financial and Chargeback Management and Invoicing

Supplier shall perform all financial and chargeback Management and invoicing activities necessary to and associated with providing any and all data that allows County to chargeback its internal business customers, including Authorized Users and Eligible Customers, for actual usage of information

technology resources and to receive detailed and accurate invoices that meet County requirements (“**Financial and Chargeback Management and Invoicing Services**”). Supplier’s responsibilities for Financial and Chargeback Management and Invoicing Services include the tasks, subtasks, and Deliverables set forth in Table 34 (Financial and Chargeback Management and Invoicing Services Responsibilities) below, and any additional tasks, subtasks, or Deliverables that must be performed in order for County to meet state and federal regulatory reporting requirements.

Table 34. Financial and Chargeback Management and Invoicing Services Responsibilities

Financial and Chargeback Management and Invoicing Services Responsibilities	
(1)	Monitor Services, Maintain data, and provide chargeback reports to County or its designee(s) on a monthly basis, or more frequently as requested by County, and in accordance with County requirements, including with respect to accounting details and account billing codes.
(2)	Review chargeback reports with County.
(3)	Document and Maintain County invoicing requirements.
(4)	Monitor Services, Maintain data, and provide invoices and all supporting Documentation on a monthly basis, or more frequently as requested by County, and in accordance County requirements, including but not limited to billable staffing hours by Project work.
(5)	Review invoices with County.
(6)	Provide reconciliation reports in accordance with County requirements.

3.6 Service Support

3.6.1 Incident and Problem Management

3.6.1.1 Incident and Problem Management Services

Supplier shall perform all Incident and Problem Management activities necessary to and associated with restoring Normal Operations of Services as quickly as possible, to minimize the adverse impact on County business operations, and to ensure that the best possible levels of Service quality and Availability are maintained (“**Incident and Problem Management Services**”).

Incident and Problem Management Services includes Supplier’s responsibility to minimize the adverse impact of Incidents and Problems on County business that are caused by errors in the Services and Assets and prevent the recurrence of Incidents related to those errors. In order to achieve this goal, Supplier shall get to the root cause of Incidents and then Implement actions to improve or correct the underlying cause.

Supplier’s responsibilities for Incident and Problem Management Services include the tasks, subtasks, and Deliverables set forth in Table 35 (Incident and Problem Management Services Responsibilities) below.

Table 35. Incident and Problem Management Services Responsibilities

Incident and Problem Management Services Responsibilities	
(1)	Implement, Manage, Operate, and Maintain operations and Service Management quality assurance, and control programs for review and Approval by County.

Incident and Problem Management Services Responsibilities	
(2)	Track and Manage all Incidents and Problems that are assigned to Supplier, including those assigned by County's Third Party Vendor's service desk, County, a Service Request, or as otherwise automatically generated by the applicable tool.
(3)	Coordinate with County's Third Party Vendor's service desk, County, and other Third Party Vendors for Incident and Problem Management Services activities and take ownership of end-to-end Incident and Problem Resolution including by acting as a single point of contact across functions and Services performed and provided by Supplier, County's Locations, and with other Third Party Vendors providing services to County.
(4)	Maintain regular communications of the status of an Incident or Problem between all parties and County Authorized Users until the Incident or Problem is Resolved by informing such parties and users of the Incident or Problem status on at least an hourly basis.
(5)	Monitor, control, and Manage each Problem and Incident arising from or relating to the Services until it is Resolved, and confirmed as Resolved with the Authorized User.
(6)	Provide Priority Level 2, Priority Level 3, and depot support.
(7)	Review and provide information to County on appropriate spare levels and update the County provided inventory system as required.
(8)	Develop Incident and Problem workflow, escalation, communication, and reporting processes that help to achieve SLRs based on existing County process, for review and Approval by County.
(9)	Utilize County-provided Incident and Problem Management Services tracking system to provide all County-required Incident and Problem monitoring and standard and ad hoc reporting (e.g., [REDACTED]).
(10)	Resolve all Incidents and Problems arising from or related to the Services.
(11)	Implement, Manage, Operate, and Maintain County's Incident and Problem life cycle including detection, escalation, diagnosis, County status reporting, repair, and recovery.
(12)	Perform proactive, where possible, and reactive troubleshooting to identify and Resolve Incidents and Problems.
(13)	Emphasize and promote the elimination or quick resolution of Incidents and Problems.
(14)	Ensure Incident Resolution activities conform to County-defined Service Management procedures.
(15)	Manage efficient workflow of Incidents including managing the involvement of Third Party Vendors (e.g., public carriers, ISP) and broadcast of Outages.
(16)	Periodically review the state of open Problems and the progress being made in addressing Problems with County, upon County's request.
(17)	Maintain clear accountability within Supplier and to County.
(18)	Participate in Problem review sessions and provide listing and status of Problems categorized by Problem impact.

Incident and Problem Management Services Responsibilities	
(19)	Implement, Manage, Operate, and Maintain measures to avoid unnecessary reoccurrence of Incidents and Problems.
(20)	Implement, Manage, Operate, and Maintain County Approved tools and enhance processes to proactively perform Incident and Problem Management, with the objectives of automating the Incident and Problem Management process, and on a proactive basis identify and Resolve potential Incidents and Problems before they occur.
(21)	Identify additional possible enhancement opportunities for improved operational performance and potential cost savings based on results of Incident Resolution and Problem Management activities, and report on the same to County.
(22)	Implement, Manage, Operate, and Maintain County-Approved Projects to Implement enhancement opportunities.
(23)	Provide information to County on changes to knowledge Management workflow, escalation, communication, and reporting processes that help to achieve SLRs based on existing County processes, for County review and Approval.
(24)	Populate and Maintain the County-provided knowledge base repository and utilize any County or Supplier developed articles to improve Operations, with County's review and Approval.
(25)	On an annual basis, analyze knowledge base articles and create new, or modify existing, standard operating procedures, including in the Operations Manual, to enhance Service delivery and improve operations for County review and Approval.

3.6.1.2 Incident and Problem Management System

Supplier's responsibilities with respect to the Incident and Problem Management system include the tasks, subtasks, and Deliverables set forth in Table 36 (Incident and Problem Management System Responsibilities) below.

Table 36. Incident and Problem Management System Responsibilities

Incident and Problem Management System Responsibilities	
(1)	Supplier shall use the County Incident and Problem Management Tracking system to track Incidents and Problems relating to the County environment.
(2)	Track information for each Incident and Problem submitted to (and originating from) the Supplier, to include those agreed to by County and Supplier. Such information shall include at a minimum: <ul style="list-style-type: none"> (a) The date and time the Incident or Problem was raised; (b) An Incident or Problem tracking number; (c) A description of the Incident or Problem; (d) Relevant information about County Authorized Users, Eligible Customers, and/or County Locations affected; (e) The Priority Level of the Incident or Problem;

Incident and Problem Management System Responsibilities	
(f)	The Incident or Problem status and next steps to be taken; and
(g)	The date and time the Incident or Problem was Resolved.
(3)	Regularly update the Incident and Problem Management Tracking system (including the knowledge database) in accordance with agreed to procedures by County and Supplier and Supplier Best Practices. Upon County's request, Supplier shall provide County with periodic updates based on "lessons learned" and Incidents and Problems experienced by Supplier's other customers.
(4)	Maintain current online knowledge base articles for users of the Incident and Problem tracking system.
(5)	Coordinate tracking efforts and notification to County Authorized Users through the service desk and other Third Party Vendors.
(6)	Implement, Manage, Operate, and Maintain communications with all parties and the County service desk regarding Incidents and Problems until the Incident or Problem is Resolved.
(7)	The communication shall commence upon identification of an Incident or Problem, through Resolution, and through any follow-up communication and work required post-Resolution, in accordance with the Policies, Procedures, and Guidelines and the Operations Manual.
(8)	Provide reports to County and Third Party Vendors regarding Incidents and Problems as relevant.

3.6.1.3 Additional Incident and Problem Communication and Notification Requirements

Supplier's additional Incident and Problem communication and reporting responsibilities include the tasks, subtasks, and Deliverables set forth in Table 37 (Additional Incident and Problem Communication and Notification Requirements) below.

Table 37. Additional Incident and Problem Communication and Notification Requirements

Additional Incident and Problem Communication and Notification Requirements	
(1)	Provide prompt notification to County focal point of County System outages on critical Assets and system components and otherwise provide the County service desk with regular and timely progress updates that clearly indicate the nature of the applicable Incident or Problem, the estimated time to Resolution, and potential short-term alternatives agreed to by County and Supplier.
(2)	Provide communications regarding the Incident or Problem to Authorized Users upon request to the County service desk.

Additional Incident and Problem Communication and Notification Requirements	
(3)	At a minimum, Supplier's notification and communications shall include: <ul style="list-style-type: none"> (a) The Priority Level of the Incident or Problem; (b) The location of the Incident or Problem and the name and/or number of affected County Authorized Users and Eligible Customers; (c) The elapsed time before a Problem is escalated to the next higher Priority Level; (d) The levels of involvement (and notification) of Supplier Management and County Management at each Priority Level.
(4)	Communicate the status of Priority Level 1 and Priority Level 2 Incidents and Problems on a timely basis appropriate to the impact of the Incident or Problem to County and agreed to by County and Supplier in accordance with the Policies, Procedures, and Guidelines.
(5)	Tracking and reporting any backlog of Incident and Problems that are not Resolved on at least a daily basis, or more frequently as requested by County.
(6)	If Supplier believes an Incident or Problem cannot be Resolved, Supplier shall communicate to County the nature of the Incident or Problem, the reason why Supplier believes it cannot be Resolved, and the efforts employed by Supplier to Resolve the Incident or Problem to the appropriate level within County as agreed to by County and Supplier.
(7)	In the event there is a recurrent Incident or Problem, Supplier shall, upon County's request, conduct meetings with County and any required third parties to address Supplier's Incident and Problem Resolution activities, including providing a root cause analysis report.
(8)	Providing County with regular (at a minimum, on a monthly basis) and ad hoc electronic reports on Incidents and Problems including: statistics on total number of Incidents and Problems; outstanding Incidents and Problems; Resolution time; chronic Outages; performance; and Incident and Problem trend analysis.
(9)	Providing Incident and Problem resolution exception reports.

3.6.2 Root Cause Analysis

Supplier shall perform all root cause analysis activities associated with and necessary to diagnosing and analyzing the root cause of Priority Level 1 or Priority Level 2 Incidents, Problem, and/or trends, and as requested by the County for Priority Level 3 and Priority Level 4 Incidents, Problems, and/or trends, and recommending and taking corrective measures to prevent the reoccurrence of such Incidents, Problems, and/or trends ("**RCA Services**"). Supplier's responsibilities for RCA Services include the tasks, subtasks, and Deliverables set forth in Table 38 (RCA Services Responsibilities) below.

Table 38. RCA Services Responsibilities

RCA Services Responsibilities	
(1)	Conduct historical or predictive trend analysis of Incidents to identify potential and/or recurring Problems to identify areas for improvement and provide trend analysis and improvement opportunity reporting to County at least on a quarterly basis or more frequently as required by County.

RCA Services Responsibilities	
(2)	Track and report on all Priority Level 1 and Priority Level 2 Incidents and provide associated event correlation, preventative measures taken, and corrective actions. Root cause analysis reports shall include a description of the failure, root cause analysis performed, proposed actions (with timing and the party responsible to implement such actions) to eliminate or reduce the likelihood of a recurrence of the failure, and confirmation that proposed actions addressed the Problem.
(3)	Develop corrective action solutions to address recurring Problems or failures for County review and Approval.
(4)	Implement Approved corrective solutions to address Problems or failures.
(5)	Identify root cause of Priority Level 1 and Priority Level 2 Incidents and develop Resolution action for County review and Approval.
(6)	Review recommended solutions to address Priority Levels 1 and Priority Level 2 Incidents with County.
(7)	Provide status report detailing the root cause of and procedure for correcting recurring Problems and Priority Levels 1 and Priority Level 2 Incidents until closure as determined by County.
(8)	Identify root cause of Priority Level 3 and Priority Level 4 Incidents at County's request and complete a root cause analysis report of the same.
(9)	Provide daily updates on status of open Problems (e.g., Problem aging, reoccurrence, timelines, estimated time to respond, estimated time to Resolve).

3.6.3 Configuration Management

Supplier shall perform all configuration Management activities associated with and necessary to providing a logical model of the Services by identifying, documenting, controlling, Maintaining, and verifying the installed Service environment (e.g., Assets, middleware, Interfaces, Networks) ("**Configuration Management Services**"). As part of the Configuration Management Services, Supplier will: account for all Assets and configurations; provide accurate information on configurations; provide a sound basis for Incident and Problem Resolution and Change and Release Management Services; verify configuration records against the infrastructure; and correct any inaccuracies. Supplier's responsibilities for Configuration Management Services include the tasks, subtasks, and Deliverables set forth in Table 39 (Configuration Management Services Responsibilities) below.

Table 39. Configuration Management Services Responsibilities

Configuration Management Services Responsibilities	
(1)	Update, validate, Manage, Operate, and Maintain County-provided CMDB as changes occur, including Service dependency mapping and Asset refresh, in accordance with County requirements and processes.
(2)	Facilitate periodic review and Approval of the CMDB for accuracy by County.
(3)	Enter, upload, and Maintain configuration data into the CMDB as changes occur.
(4)	Leverage automated updates of the CMDB where applicable.

Configuration Management Services Responsibilities	
(5)	Recommend an event Management process for County review and Approval that interfaces to configuration and Asset Management processes, Incident and Problem Management, Change Management, disaster recovery, technical support, and Maintenance.
(6)	Execute authorization controls for modifying configuration items and verify compliance with Asset licensing based on County requirements.
(7)	Recommend guidelines for physical and logical separation between environments (e.g., development, test, and production) and the process for deploying and back out of configuration items.
(8)	Facilitate County's review of recommended guidelines for physical and logical separation between environments (e.g., development, test, and production) and the process for deploying and back out of configuration items and incorporate feedback into guidelines for County Approval.
(9)	Utilize County-provided Asset configuration repository to store baseline configurations as reference points for rebuilds, and provide ability to revert to stable configuration states.
(10)	Ensure Configuration Management processes are consistent across all environments per County direction (e.g., development, test, and production).
(11)	Establish, Implement, Manage, Operate, and Maintain process for verifying the accuracy of configuration items, adherence to Configuration Management process and identifying process deficiencies.
(12)	Provide County configuration Management reports and device configuration files as required and defined by County.
(13)	Track and flag configurations that are not in conformance (e.g., exceptions list) with County-defined standards and requirements (e.g., County-Approved and unapproved non-standard configurations), and remediate configuration exceptions.
(14)	As requested, provide information to County on any continuous improvement opportunities to configuration Management standards, processes, and tools.

3.6.4 Change and Release Management

In connection with County's requirements, Supplier shall be solely responsible for and conduct all Change and Release Management activities associated with ensuring that standardized methods and procedures are used for efficient and prompt handling of all Changes and Software Releases in the County environment (e.g., Assets, middleware, Interfaces), in order to minimize the impact of Change upon County operations, improve Service quality, and consequently to improve the day-to-day operations of the County environment ("**Change Management**" and such services "**Change Management Services**"). Supplier's responsibility for Change Management covers all aspects of Managing the introduction and Implementation of all Changes affecting all Services and in utilizing any of the Management processes, tools, and methodologies designed to support the Services and County System components. Although the County may from time to time submit Change Management requests through service tickets, ultimate responsibility for Change and Release Management will remain with Supplier.

Supplier shall conduct all Release Management activities associated with providing a holistic view of a

Change to an existing Service or addition of new Services to ensure that all aspects of a Release, both technical and non-technical, are considered together by County and the appropriate stakeholders; and to plan and oversee the successful rollout of technologies, and design and Implement efficient procedures for distribution and installation of Changes (“**Release Management**” (and together with Change Management, “**Change and Release Management**”) and such services “**Release Management Services**” and together with Change Management Services, “**Change and Release Management Services**”). Supplier shall protect the production environment and its Services in its performance of Change and Release Management Services. All Changes must be carried out in a planned and Approved manner, including identifying the specific configuration items and Services affected by the Change, validating County’s Approval for the Change, Implementing the Change, testing the Change, and having a back-out plan should the Change result in an unexpected state of the Service. Supplier’s Change and Release Management Services activities shall ensure that only correct, authorized, and tested Revisions are installed and that Changes are traceable and secure.

3.6.4.1 Change and Release Management Processes and Procedures

Supplier Change Management process will comprise an end-to-end solution to be Approved by County, and will be designed to minimize risk, cost, and business disruption to County and the County environment. All Changes will be made in accordance with the Change Control Process. Change Management includes the following process steps:

- (A) Request process;
- (B) Recording and tracking process;
- (C) Prioritization process;
- (D) Responsibility and assignment process;
- (E) Impact and risk assessment process;
- (F) Review and Approval process;
- (G) Implementation process;
- (H) Verification (test) process;
- (I) Release process; and
- (J) Closure process.

Supplier’s responsibilities for processes and procedures related to Change and Release Management Services include the tasks, subtasks, and Deliverables set forth in Table 40 (Change and Release Management Process and Procedures Responsibilities) below.

Table 40. Change and Release Management Process and Procedures Responsibilities

Change and Release Management Process and Procedures Responsibilities	
(1)	Participate in Change meetings. Supplier’s representative in Change meetings shall have the requisite authority to make commitments on behalf of Supplier.
(2)	Submit all proposed Changes in advance to County for Approval. Unless otherwise mutually agreed, all proposed Changes shall be submitted to County, at a minimum, on a three (3) month rolling calendar, with special notice for major Changes proposed on a longer term but requiring more preparation and Coordination.

Change and Release Management Process and Procedures Responsibilities	
(3)	At a minimum, each submitted proposed Change shall include all standard applicable information to provide effective Change and Release Management and Supplier shall include in each submission a schedule of potential Implementation dates for determination of any existing conflict with business events communicated to Supplier by County, including: <ul style="list-style-type: none"> (a) A description of the proposed Change; (b) A statement of purpose and justification for the proposed Change; (c) A list of Services and a communication plan for Authorized Users, Eligible Customers, and Third Party Vendors potentially affected by the proposed Change; (d) The proposed schedule, including Implementation dates and approximate times; (e) The proposed Implementation process; and (f) A statement of the potential risk, business impact, and/or complexity of the proposed Change.
(4)	Additionally, for all proposed Changes, Supplier shall include: a comprehensive end-to-end test plan (including clear Change acceptance criteria); notification and escalation lists per agreement of County and Supplier; and work-around plans and a comprehensive contingency plan, including a back-out plan and procedures (with specific criteria to initiate the execution of the back-out plan).
(5)	Review proposed Changes and schedules with County, obtain all necessary Approvals, and coordinate all Change and Release Management activities with County and all affected third parties to minimize disruption of normal business process.
(6)	Report the status of scheduled Changes including Maintaining a comprehensive list of Projects and dates.
(7)	Provide regular progress updates to County and other known affected third parties.
(8)	Verify compliance of the proposed Change with County's Policies, Procedures, and Guidelines.
(9)	Test Changes to the County environment and Resolve Incidents and Problems prior to production Implementation, including inter-operability testing.
(10)	Implement Changes to systems and activities required by moves, upgrades, replacements, and migrations.
(11)	Collect data and report to County on a weekly basis on every Change attempted, including the cause of any related Incidents and Problems, the measures taken to prevent recurrence, and whether the Change satisfied the documented Acceptance Criteria.
(12)	Maintain records of any and all Changes to both the production and test environments within County's environment.
(13)	Conduct post-implementation reviews on Changes, if requested by County.
(14)	Provide County with the ability to pre-Approve certain types of routine operational Changes. Such Approvals shall be documented in the Operations Manual.
(15)	Supplier shall not make any Changes that:

Change and Release Management Process and Procedures Responsibilities

- (a) Adversely affects the function, performance, or efficiency of any of the Services;
- (b) Increases County's fees, costs, expenses, or Charges of any kind in any manner not authorized under Exhibit P (Pricing); or
- (c) Exceeds the CIO's approval authority under Section 40.11 (Delegated Authority) of the Agreement or would require an Amendment of the Agreement.

3.6.4.2 Change Advisory Board

A change advisory board ("**Change Advisory Board**" or "**CAB**") will be comprised of representatives from both County and Supplier. The purpose of the CAB is to ensure all Asset and environmental configuration Changes are planned, analyzed, Implemented, tested, Approved, and seamlessly transitioned to a production support state. The CAB will meet on a regularly scheduled basis to discuss and Approve planned Changes. County has an established County-wide CAB process based upon industry Best Practices. Supplier will participate in County's CAB process and present all Changes occurring and related to the Services. Supplier will also participate on an as requested basis with County on all other Changes occurring outside of Services under the direction of the County CAB.

Supplier shall track and integrate Changes with configuration Management, with Changes requiring routine review and configurations audited for accuracy. County will provide a Change Management system that Supplier shall use to provide a high degree of control and minimize disruptions caused by Change Implementation. County's Change Management system will be used for all Changes to the County environment initiated by Supplier and/or County personnel.

Supplier responsibilities with respect to the CAB include the tasks, subtasks, and Deliverables set forth in Table 41 (CAB Responsibilities) below.

Table 41. CAB Responsibilities

CAB Responsibilities	
(1)	Coordinate Change and Release Management activities across all functions, County Locations, regions, and Third Party Vendors that provide services to County.
(2)	Use a central repository that contains all Change Management information (e.g., [REDACTED]).
(3)	Make any Changes necessary to provide the Services and to meet all required SLRs, based on County-Approved Change and Release Management procedures.
(4)	In an emergency, gain Approvals from the County CAB emergency committee, according to Change and Release Management procedures.
(5)	Designate and maintain clear ownership for individual Changes throughout the process.

3.6.4.3 Change and Release Management

Supplier will provide Change and Release Management Services with respect to, but not limited to, the following components of the County environment:

- (A) Equipment — All installations, decommissions, replacements, or other Changes, and re-location of machines in the data center, Network, and Service locations;
- (B) System Software — All system Software Changes, including modifications to the system operating code, access methods, program products, or common system support modules;
- (C) Infrastructure Software — All infrastructure Software Changes including modifications to database, web server, middleware, and Network;
- (D) Application Systems — All application system Changes (including Changes to Software used by Supplier to fulfill the Services);
- (E) Environment — Environmental Changes involving the facilities associated with the County Locations. This includes items such as power, air conditioning, chilled water, raised flooring, security, motor generator, and Voice and data telecommunications; and
- (F) Network/Security — All security Changes including switches, routers, data, and Authorized User access, and related policy changes.

Supplier's responsibilities for Change and Release Management Services include the tasks, subtasks, and Deliverables set forth in Table 42 (Change and Release Management Responsibilities) below.

Table 42. Change and Release Management Responsibilities

Change and Release Management Responsibilities	
(1)	Utilize the County-provided Change Management system.
(2)	Update and Maintain Asset information as defined by County within the Change Management, CMDB, and Asset Management systems (dependency mapping), and the Service Management suite.
(3)	Participate in the regularly scheduled CAB meetings and represent upcoming Changes related to the Services.
(4)	Track and document the Version control as it relates to Release Management of infrastructure and tools Managed by Supplier.
(5)	Document potential Changes to the CAB, where required, including providing documentation on risk, impact, and back-out plans of those Changes and establish Release Management plans for major Changes.
(6)	Maintain a [REDACTED] Calendar Day schedule of planned updates, modifications, Projects, and Work Orders that may become Changes to the infrastructure within the Services.
(7)	Determine and identify all operational impacts to County Systems and County Systems availability associated with a Change.
(8)	Adhere to the County-provided framework to communicate and Coordinate impacts of the recommended Changes with all affected parties (e.g., site, agency, system, and device layer).
(9)	At County's direction, schedule and conduct Change and Release Management meetings with affected parties to include review of planned Changes and results of Changes other than successful.
(10)	Provide Change Documentation for each Change.

Change and Release Management Responsibilities	
(11)	Enforce Documentation standards, task lists, and run sheet updates.
(12)	Provide Project Management Services and technical expertise to optimize available resources.
(13)	Comply with County's authorized and Approved scheduled Changes, or alteration of the schedule of Changes by County as requested.
(14)	Review Release Management details with County for Approval and alter as appropriate (e.g., back out plan, go/no go decision).
(15)	Notify County, Supplier's own organization, and other Third Party Vendors of Change timing and impact.
(16)	Facilitate and participate in information exchange between and among Supplier and the Third Party Vendors in order to drive an effective end-to-end Change Management Process.
(17)	Ensure Change and Release Management Services processes are utilized across all environments.
(18)	Implement Changes in accordance with the Change and Release Management processes and procedures and the Change Control Process.
(19)	Modify and update systems and Documentation impacted by Implemented Changes (e.g., CMDB, Asset Management system, cabling plan, Service catalog, disaster recovery plan)
(20)	Verify that Change met objectives and Resolve negative impacts from the Change.
(21)	Manage aggregate Changes and report results of aggregate Changes and impacts.
(22)	Review Change detail to ensure conformity to Change and Release Management process and all applicable County Policies, Procedures, and Guidelines.
(23)	Provide an audit trail of any and all Changes to the production environment to determine the Change made and the authorization to make the Change.
(24)	Integrate Change and Release Management processes with all other Service Management processes, including Incident Management, Problem Management, and configuration Management.
(25)	Secure and maintain Software images for Assets in a secured Software library and update CMDB per Change and Release Management process.
(26)	Document and justify out-of-CAB-cycle Changes related to Assets (e.g., emergency Changes) in accordance with County requirements and subject to County Approval.

3.7 Non-Recurring Initiatives and Business as Usual

3.7.1 Non-Recurring Initiatives

County may require Supplier to provide skilled resources on a Non-Recurring Initiative basis for various County initiatives. All Non-Recurring Initiatives shall be Managed by Supplier as Projects in accordance with Section 3.3 (Project Management Services) of this FSA, and require County direction and Approval in accordance with Section 3 (Unapproved Work) of the Agreement and a Work Order in accordance with Section 2.2.1 (Work Orders Required) of this FSA. For Approved Non-Recurring Initiatives, County shall pay Supplier the amounts as set forth in the applicable Work Order. The rates specified in the rate

card set forth in Exhibit P.4 (Supplier Rate Card) shall apply to all Non-Recurring Initiatives billed on a Time and Materials basis. All costs and fees related to preparing and delivering Work Orders, budgets, estimates, and other proposals related to Non-Recurring Initiatives are included in the Charges and shall not be separately chargeable to County. For Time and Materials hourly based Non-Recurring Initiatives, including Not to Exceed Work Orders, Supplier shall provide a fully loaded Supplier resource staffing commitments estimate (e.g., identification of FTE equivalent or hours for all resources), and for Fixed Fee based Non-Recurring Initiatives (Type 2 Work Orders), Supplier shall provide total project hours by Milestone, resource types, and a blended rate (Fixed Fee information must be sufficiently detailed to enable County to validate that the Charges as set forth in Exhibit P.4 (Supplier Rate Card) are being applied).

To the extent BAU Services or resources are required to support the Non-Recurring Initiative, such BAU Services or resources will not be separately charged as part of the Non-Recurring Initiative. Supplier's responsibilities for Non-Recurring Initiatives include the tasks, subtasks, and Deliverables set forth in Table 43 (NRI Responsibilities) below.

Table 43. NRI Responsibilities

NRI Responsibilities	
1.	Present suitable candidates that meet the resource requirements in terms of background checks, roles, skills, task descriptions, timeframe, and locations provided by County for review and Approval by County.
2.	Prepare proposed Project Staffing and Resource Management Plan for Work Orders for resources according to roles and rates on the rate card set forth in Exhibit P.4 (Supplier Rate Card).
3.	Provide Approved resources at County-specified locations.
4.	Communicate and ensure compliance with County Policies, Procedures, and Guidelines including Change Control Processes, Incident and Problem Management, operations, timing, and reporting, to Supplier-Managed resources.
5.	Provide weekly reporting on resource performance and progress against the Approved Project plan.
6.	Provide additional reports as set forth in the Work Order and as otherwise required by County.

3.7.2 Business as Usual

3.7.2.1 Service Requests

Activities that are an express or inherent, necessary, or a customary part of the Services ("**Business as Usual**" or "**BAU**") are included in the Charges. Supplier shall perform the Services as identified in the Agreement, including the tasks, subtasks, and Deliverables described in FSAs, on an ongoing and continuous basis and as otherwise may be specifically requested by County, Authorized Users, Eligible Customers, Supplier Personnel, or Third Party Vendors from time to time through a Service Request and in accordance with County Policies, Procedures, and Guidelines. Service Requests shall be submitted to Supplier in and through the then-current process, system, and form designated by County from time to time and Supplier shall natively utilize County's then-current Service Request system. The form of Service Request in place as of the Reference Date is attached hereto as Exhibit B.1 (Form of Service Request).

3.7.2.2 BAU Characteristics

Supplier and County anticipate that from time to time there will be work efforts that will arise for which

guidance may be needed to differentiate between the status of such work as either BAU or a Non-Recurring Initiative. The characteristics and examples below are designed to assist the Parties in making those determinations. Typically, BAU has some or all of the following characteristics:

- (A) Routine in nature;
- (B) Limited resources and duration that does not require a material delay or deferment of the performance of the existing Services;
- (C) Skill sets are a part of Supplier Personnel supporting the Services;
- (D) Is needed to maintain ongoing reliable and secure systems operations;
- (E) Is needed to maintain performance in accordance with the SLRs; and/or
- (F) Not a part of an agreed-upon effort that has been otherwise identified as a Non-Recurring Initiative.

Examples of activities that are BAU and those that are not include the following:

BAU	Not BAU
Adding or removing a switch, router, WAP, or other Network Component to an existing building to which Supplier is currently providing Services.	Designing and Implementing the infrastructure for a new building or adding a switch, router, WAP, or other Network Component to a floor or part of a floor that was not previously occupied by County and requires new Network Components.
Move users within the same building (move on the same floor or move from one floor to another)	Move users to a new County Location
Providing estimates for the infrastructure (e.g. Network Equipment, power and environmental, Circuit provisioning, wireless, security, structured cabling) for a new building.	The complete design and configuration work for a new building's infrastructure.
Doing initial research, design, and sizing for a new business initiative (pre-initiation work, firm quote generation) in response to the County's initial high-level business requirements as needed to develop a complete and executable Work Order.	Doing the complete design and requirements documents for a new initiative.
Replace/refresh current [REDACTED] with a new model from the same manufacturer.	Replace [REDACTED] with another manufacturer's device.
Assist County team with a proof-of-concept as to a new technology or service prior to an appropriate new written authorization by the County to procure or acquire such new technology or service, not to exceed ten (10) such efforts in each Contract Year.	Implementing a new production system.
Provide and update Asset and configuration	Implement a new Asset Management database.

BAU	Not BAU
information about then-current environment.	
Extend already implemented [REDACTED] by enabling features on existing devices.	Implement [REDACTED] using new equipment.
Create heatmaps and WAP design for sites.	Implement WAPs for sites.
Provide Project Managers and Project Management for BAU Projects (e.g. refresh/upgrade of VPN remote access solution from the same manufacture).	Provide Project Managers and Project Management for NRI Projects (e.g. replace VPN remote access solution from a different manufacturer).
Coordinate and communicate with County Eligible Customers on Services, tasks, and activities, including Changes and obtaining Approvals. Communications to Authorized Users on Changes performed by Supplier.	N/A
Monitor RSS feeds and/or subscribe to notifications from cloud service providers on services and IP address changes and update firewall/Network configurations accordingly to avoid service disruptions.	N/A
Implement new firewall rules or Network Component configurations to enable new features, functions or capabilities, including new VLAN or new DMZ.	N/A
Clean up or consolidate firewall rules for Network performance optimization.	Port firewall rules to a new firewall solution from a different manufacturer, or Project to clean up and consolidate firewall rules to address systemic problem of firewall rules across the County enterprise existing as of the Commencement Date.
Clean up or consolidate web proxy policies for Network performance optimization.	Port web proxy policies to a new web proxy solution from a different manufacture, or Project to clean up and consolidate web proxy policies to address systemic problem of web proxy policies across the County enterprise existing as of the Commencement Date.
Provide training to Supplier Personnel on new technologies and solutions Approved by County that will be Implemented, Managed, Operated, or Maintained by Supplier.	N/A
Coordinate and Implement Circuit upgrade or new Circuit on existing devices, e.g. [REDACTED]	N/A

BAU	Not BAU
[REDACTED]	
Document all Circuits in CMDB for County Locations. Must include site addresses, carrier, Circuit ID, Circuit type, and capacity.	N/A
Remove and retain County Asset tag from defective device, work with manufacturer on RMA, and re-apply County Asset tag on the replacement device. Keep track of serial number changes in CMDB.	N/A
Document County fixed Asset tag from end of live devices removed from production. Track location and status of end of life devices through County surplus process. Document device serial number, fixed Asset tag, and status in the CMDB.	N/A
Update switch port name and description as the device connected to the port changes.	N/A
Update switch port and floor plan with the work area (building, floor, and quadrant) or other agreed identifying information for input and upload into the E911 location database.	N/A
Coordinate and provide oversight for circuit provider dispatch, Third Party Vendors, and County Personnel to access County Locations in connection with Services.	N/A
Departmental penetration test [REDACTED].	[REDACTED] penetration test or application or web application penetration test not resulting from an Incident arising from a Supplier act or omission.
[REDACTED] vulnerability scan.	[REDACTED] vulnerability scan.
Threat intelligence briefing weekly and as necessary in connection with a Security Incident.	N/A
Work with Third Party Vendors to provide interoffice wire and cabling estimates and quotes in Approved County format.	Designing and Implementing the cabling plan for a new building.
Manage and Maintain the CMDB to ensure all items are accurately described.	N/A

3.7.2.3 BAU Projects

County may determine that certain BAU activities are best Managed as a Project. In the event County desires to have BAU activities Managed by Supplier as a Project, regardless of whether the activities

have been submitted to Supplier through a Service Request, County shall inform Supplier of its intent to have Supplier Manage such activities as a Project. Examples of BAU activities that may be Managed as a Project include the following:

- (A) Process improvements/best practice Implementation;
- (B) Technology Refresh and Replenishment;
- (C) Asset Management; and
- (D) A campus bandwidth upgrade.

4. SERVICE ENVIRONMENT

4.1 Service Management and Life Cycle Services Tools

A listing and description of all Service Management tools is provided in Exhibit C (Service Management and Life Cycle Services Tools). Supplier is required to utilize the full functionalities and capabilities of the Service Management tools in connection with the Services and as directed by County. Supplier is required to provide a document to County describing functionalities and capabilities of the Service Management tools utilized by it in connection with Service delivery. Supplier shall update the functionality and capabilities document on a quarterly basis throughout the Term.

4.2 County Network and Voice Listing

A listing of current County Network and Voice communications site information is provided in Exhibit L.1 (County Locations and Location Tiers). Supplier shall update the County Network and Voice communications site information document after every Change and the County Network and Voice communications site information shall be jointly reviewed on a quarterly basis throughout the Term by Supplier and County.



EXHIBIT H (SERVICE LEVEL REQUIREMENTS) – REVISION 1

TO THE

MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

EXHIBIT H**SERVICE LEVEL REQUIREMENTS**

This Exhibit H (Service Level Requirements) 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 (Service Level Requirements) shall have the meaning ascribed in the Agreement unless expressly otherwise defined herein.

1. GENERAL**1.1. General**

This Exhibit H (Service Level Requirements), including the Exhibits attached hereto and identified in Section 1.3 (Exhibits), sets forth certain service levels, measurements, and other requirements (collectively, “**Service Level Requirements**” or “**SLRs**”) against which, among other requirements under the Agreement, Supplier’s performance shall be measured, and under which the County will be entitled to reductions in the Charges pursuant to Section 4.3 (Charge Reductions) of the Agreement and this Exhibit H (Service Level Requirements) (“**Charge Reductions**”) for failures by Supplier to achieve the Service Levels, Transition Deliverables, or Key Deliverables set forth under a Work Order. Commencing as of the Reference Date, Supplier shall perform all Services at or above the levels of performance set forth in this Exhibit H (Service Level Requirements) and under the Agreement.

The Charge Reductions, as described in this Exhibit H (Service Level Requirements), have been designed to encourage the consistent and timely delivery of service and value to the County. The Agreement and Exhibit H (Service Level Requirements) specify certain Charge Reductions that will be applicable with respect to Supplier’s Service Level and Transition-In Failures. Supplier agrees that a Service Level and Transition-In failure by Supplier may cause damages to County, which are uncertain and would be impracticable or extremely difficult to ascertain in advance. Supplier further agrees that, in conformity with California Civil Code Section 1671, Supplier shall be liable to County for liquidated damages in the form of Charge Reductions, as specified in the Agreement and Exhibit H.1 (Service Level Requirements Table), as a fair and reasonable estimate of such damages. Any amount of such damages is not and shall not be construed as penalties and, when assessed, will be deducted from County’s payment to Supplier that is currently due. Charge Reductions shall in no event be the sole and exclusive remedy of County with respect to any failure of Supplier as described in this Section

For the purposes of this Exhibit H (Service Level Requirements), the term “**SLR Failure**” means the failure to achieve the Minimum Performance for the Performance Target set forth for any given SLR during any Reporting Period as determined by applying the Formula to the data gathered over the Measurement Interval during that Reporting Period using the Measurement Tool in accordance with the Requirements set forth in the applicable columns of Exhibit H.1 (Service Level Requirements Table) for that specific SLR. If a given SLR requires that Supplier complete a task (for example, deploying a patch to County Systems), and such a task is not completed, then such inaction will count as an SLR Failure for future months going forward until such task is completed.

For the purposes of this Exhibit H (Service Level Requirements), the term “**Key Deliverable Failure**” means the failure by Supplier to satisfy (1) any given Transition-In Deliverable by the Completion Date set forth in Exhibit T.2 (Transition-In Milestones and Deliverables), or (2) any given Key Deliverable by the Deliverable Date set forth in the applicable Work Order for such Key Deliverable.

This Exhibit H (Service Level Requirements) may refer to SLR Failures and Key Deliverable Failures collectively as **“Performance Failures.”**

1.2. Definitions

- (A) **“Available”** means the time during which the relevant Services (i.e., Data Transmission, Voice, Security and Internet) are, on an end-to-end basis, fully functioning (i.e., meeting or exceeding the specifications for the Service) as determined by County, and that County may use and access the Services as contemplated under the Agreement twenty-four (24) hours a day, seven (7) days a week, with no data loss, downtime, delay, or other degradation of performance.
- (B) **“Business Hours”** means [REDACTED], Pacific Time.
- (C) **“Outage”** means the time during which the relevant Services are not Available, measured from the time the Outage actually occurred or, when the time the Outage actually occurred cannot be determined, from the earliest point in time that such Outage is or reasonably should be detected by Supplier, whether by (i) detection by a Monitoring Tool, (ii) the time at which a service desk Incident was actually opened and transferred to Supplier to be worked, or (iii) Supplier otherwise reasonably should have detected that the relevant Service is not Available, and the Outage ends when the Service becomes Available again.
- (D) **“Ramp-Up Period”** means the period of time specified in the column labeled “Ramp-Up Period” in Exhibit H.1 (Service Level Requirements Table) for any given SLR during which Supplier will not be subject to SLR Charge Reductions, or will be subject to modified SLR Charge Reductions for the relevant SLR as calculated in accordance with this Exhibit H (Service Level Requirements). Each Ramp-Up Period begins on the Reference Date of the Agreement, unless otherwise provided in Exhibit H.1 (Service Level Requirements Table). For any SLR with a Ramp-Up Period, Supplier will become subject to the standard SLR Charge Reductions beginning as of the first full Measurement Period beginning after the Ramp-Up Period (or after the Reference Date if there is no Ramp-Up Period). SLR failures that occur during a Ramp-Up Period for SLRs with a Ramp-Up Period shall not be counted as Consecutive Failures as described in Section 2.5.3 (Multiple Failures) or as Failures Across SLRs as described in Section 2.5.4 (Failures Across SLRs).

1.3. Exhibits

The following Exhibits are attached to this Exhibit H (Service Level Requirements) and are hereby incorporated into this Exhibit H (Service Level Requirements) by reference:

- Exhibit H.1 (Service Level Requirements Table) sets forth the SLRs and the Weighting Factors for each such SLR.
- Exhibit T.2 (Transition-In Milestones and Deliverables) sets forth the Transition Deliverables and the Weighting Factors for each such Transition Deliverable.

2. SERVICE LEVEL REQUIREMENTS

Each SLR set forth in Exhibit H.1 (Service Level Requirements Table) identifies key performance measures that will be used to evaluate the Supplier’s delivery of the Services. The SLRs enable County’s management of Supplier by monitoring and measuring performance of the Services in connection with important County business and technical Requirements. The County expects Supplier’s performance of the Services and achievement of the SLRs to improve over time. Adjustments to SLRs will be evaluated in accordance with Sections 2.3 (Annual Review) and 2.4 (Quarterly Adjustments) below and new SLRs may be added to reflect changing or new business requirements herein.

2.1. Charge Reductions

For each Contract Year, the total annual portion of fees at-risk, or available, for Charge Reductions (“**Annual At-Risk Amount**”) for the Supplier’s failure to meet SLRs is fifteen percent (15%) of the sum of that Contract Year’s monthly recurring fees, which shall be estimated at the beginning of each Contract Year. The Charge Reductions for the Supplier’s failure to achieve the SLRs are set forth in Exhibit H.1 (Service Level Requirements Table). The non-attainment of the SLRs by Supplier will result in a reduction of Charges for each affected SLR based on the percentage amount shown in the applicable table.

Charge Reductions are not capped on a monthly basis. The total amount of Charge Reductions shall not exceed the total Annual At-Risk Amount at any point during the Contract Year. Should the Annual At-Risk Amount be reached prior to the end of the then-current Contract Year, the Supplier shall be deemed to be in material breach of the Agreement and County shall be entitled to avail itself of all remedies set forth in the Agreement. The County expects to develop new SLRs to reflect changing needs or new projects, and the SLRs may be added to or deleted from, and Weighting Factors may be modified in Exhibit H.1 (Service Level Requirements Table) as set forth under Section 2.2 (Annual Review). In the absence of any modifications to Exhibit H.1 (Service Level Requirements Table), the Performance Targets, SLRs and Weighting Factors therein shall apply to all Contract Years.

The sum of all Charge Reductions assessed in a Contract Year shall not exceed the total Annual At-Risk Amount for that Contract Year. The sum of all Weighting Factors shall not exceed three hundred percent (300%). The Weighting Factor for any individual SLR shall not exceed fifty percent (50%). A “**Weighting Factor**” means a number expressed as a percentage that is assigned to a SLR for the purpose of calculating a Charge Reduction resulting from a failure to meet the applicable SLR.

2.2. Earnback

The Supplier shall have the opportunity to earnback Charge Reductions as follows:

- (A) Within fifteen (15) Business Days after the completion of six months in each Contract Year (“SLR Earnback Review Period”), the Supplier shall provide a report to County that will include, with respect to each SLR for which there was a SLR Failure during the SLR Earnback Review Period, the following:
 - (i) Supplier’s average monthly performance during the SLR Earnback Review Period for such SLR (i.e., Supplier averaged 99.8% Availability for the month of January, Supplier averaged 99.6% Availability for the month of February, etc.).
 - (ii) Supplier’s average performance during the SLR Earnback Review Period for such SLR (e.g., Supplier’s average for Availability for SLR Earnback Review Period 1 in Contract Year 2019 was 99.95%) (the “SLR Earnback Review Period Average”).
 - (iii) The total amount of Charge Reductions imposed for SLR Failures for such SLR during the SLR Earnback Review Period.
- (B) If, during the SLR Earnback Review Period, the Supplier achieved an SLR Earnback Review Period Average for an SLR that was greater than, or equal to, the applicable Service Level Requirement in effect during the SLR Earnback Review Period, the Supplier shall be relieved from Charge Reductions that the County had applied during the SLR Earnback Review Period for such SLR and may invoice County for such amounts on the first invoice following County’s Approval of the report and the SLR Earnback Review Period Average. For example, if Supplier’s SLR Earnback Review Period Average for Availability was 99.95% for the first Earnback Review Period in Contract Year 2019 per the Approved report, and the Service Level Requirement for Availability was 99.90%

for the SLR Earnback Review Period, Supplier would be permitted to invoice County for Charge Reductions for that SLR applied in SLR Earnback Review Period on the first invoice date following Approval of the SLR Earnback Review Period Average report.

- (C) If the Agreement is terminated prior to the end of the Term, the foregoing process shall be undertaken with respect to the portion of the SLR Earnback Review Periods during which the Agreement was in effect.

2.3. Annual Review

In addition to Supplier's continuous improvement obligations under the Agreement, the Parties shall review and discuss adjustments to the SLRs from time to time, but not less frequently than at the end of each Contract Year. Within thirty (30) Calendar Days after the end of each Contract Year, the County may notify Supplier of reasonable and appropriate adjustments or changes to the SLRs. Supplier shall review each such change and shall notify County in writing of any reasonable objections within ten (10) Business Days. The Parties shall use commercially reasonable efforts to resolve in good faith any issues raised by Supplier regarding such changes, and such changes including any modifications made by the Parties thereto shall become effective thirty (30) Calendar Days following the County's original delivery of notice to Supplier. Throughout the Term, Supplier shall also continuously evaluate SLRs and SLR performance and provide County with written suggestions for proposed changes at least once every six (6) months. Supplier shall also make any new and better ways to improve, or to measure and monitor, its performance that it discovers promptly available to the County. During the annual SLR review conducted by the Parties in accordance with this Section 2.2 (Annual Review), the Parties will review the SLRs, and may also review the Transition Deliverables and Key Deliverables, and the County may make any changes for the following Agreement Year. Notwithstanding the foregoing, new SLRs may be added for new Services at any time by mutual agreement of the Parties. If, during the Term of the Agreement, the County should choose to add new SLRs through the mechanism as described herein, and the County will provide a Ramp-Up Period as appropriate.

2.4. Quarterly Adjustments

Without limiting any other terms herein contained, the CIO or designee shall have the right, not more often than once quarterly, to unilaterally adjust the Weighting Factors assigned to (1) any SLR as set forth in the "**Weighting Factor**" columns in Exhibit H.1 (Service Level Requirements Table), (2) any Transition-In Deliverable as set forth in Exhibit T.2 (Transition-In Milestones and Deliverables), or (3) any Key Deliverable set forth under a Work Order on sixty (60) Calendar Days' notice to Supplier. Absent any changes made in accordance with this Exhibit H (Service Level Requirements), the Weighting Factors are as set forth in Exhibits H.1 (Service Level Requirements Table) and Exhibit T.2 (Transition-In Milestones and Deliverables) to this Exhibit H (Service Level Requirements) as of the Reference Date for each month as indicated therein.

2.5. Calculation and Invoicing

All Charge Reductions will be calculated on a monthly basis in accordance with the terms set forth in this Exhibit H (Service Level Requirements) and reflected on the applicable monthly invoice to County. SLR performance determinations are intended to be binary; either the SLR was achieved, or it was not. The Parties agree that SLR achievement is not intended to create monthly disputes or adversarial relations; but rather as an objective ("Yes/No") account of whether the performance level dictated by the SLR was met. Further, the timely reporting of SLRs as required under Section 2.6 (Reporting) is critical; and the failure of Supplier to submit accurate, complete, and timely SLR reporting in any month shall result in Charge Reduction applied by County of one-twelfth (1/12) of the Annual At-Risk Amount. Except as to the

earnback process set forth in Section 2.2 (Earnback), all SLR Charge Reductions applied by County in accordance with the Agreement are final and are not subject to a Supplier claim, dispute, or action.

2.5.1. Assessment of Availability SLRs

Each SLR, including the Availability-based SLRs, shall be calculated individually based on the explicit criteria set forth under Exhibit H.1 (Service Level Requirements Table) for such SLR.

2.5.2. Charge Reductions for Initial SLR Failures

Upon any initial failure of Supplier to attain an SLR in a measurement interval as provided in the "Measurement Interval" column of Exhibit H.1 (Service Level Requirements Table) ("**Measurement Interval**"), the associated Charge Reduction shall be equal to the product of: (a) one twelfth (1/12) of the Annual At-Risk Amount, multiplied by (b) the Weighting Factor for the SLR that was missed.

By way of example only, assume that the Annual At-Risk Amount is \$900,000 (15% of \$6,000,000). If Supplier misses the SLR for availability of a network site, and the Weighting Factor is 15%, then the Charge Reduction will be calculated as follows:

$$(1/12)(\$900,000) \times .15 = \$11,250$$

2.5.3. Multiple Failures

- (A) Consecutive Failures: If Supplier does not attain the same SLR in two (2) or more consecutive Measurement Intervals, the Weighting Factor for the second (2nd), third (3rd), and subsequent consecutive Measurement Intervals shall be increased as follows:

Second Measurement Interval	2 x the Weighting Factor
Third and Subsequent Measurement Intervals	4 x the Weighting Factor

By way of example only, assume that the calculated Annual At-Risk Amount is \$900,000 (15% of \$6,000,000). If Supplier misses the SLR for availability for a key application in two consecutive Measurement Intervals, and the Weighting Factor is 15%, then the Charge Reduction for the second failure will be calculated as follows:

$$[(1/12)(\$900,000)] \times [(.15)(2)] = \$22,500$$

The Supplier's failure to attain the same SLR in four (4) consecutive Measurement Intervals shall be considered a material breach. The County shall have the right to terminate the Agreement pursuant to Section 25.2 (Termination for Cause by County) of the Agreement.

- (B) Non-consecutive Failures: In addition, if Supplier does not attain the same SLR for any three (3) or more non-consecutive Measurement Intervals in any Contract Year, the Weighting Factor for each such Measurement Interval shall be increased as follows:

Third, Fourth and Fifth Measurement Interval	2 x the Weighting Factor
Sixth and Subsequent Measurement Intervals	4 x the Weighting Factor

- (C) Notwithstanding the foregoing, and for the purpose of Charge Reductions, where the Measurement Interval for a particular SLR is for a duration of less than one (1) month, for purposes of the calculations set forth above only, the Measurement Interval shall be deemed to be one (1) month; provided that the Measurement Interval shall continue to apply for the purpose of meeting such SLR. By way of example, but not in limitation of the foregoing, if the Measurement Interval of a SLR is one (1) week, Supplier shall be required to meet the SLR as measured on a

weekly basis; provided that if such SLR is missed in any week of month one (1), a miss of such SLR in any other week of month one (1) shall not trigger the increase of the Weighting Factor set forth above. If such SLR is subsequently missed in any week of month two (2), such miss shall trigger the increase in the Weighting Factor as set forth above adjacent to “Second Measurement Interval” and a subsequent consecutive miss in any week of month three (3) shall trigger the increase in the Weighting Factor as set forth above adjacent to “Third and Subsequent Measurement Intervals.”

- (D) For SLRs that require Supplier to complete a task (including, but not limited to, SLRs 6 through 9), the failure to complete such a task during a month will not relieve Supplier of completing that task. If the task remains uncompleted for future months, that inaction will count as an additional SLR Failure for the months at issue and will apply to the Consecutive Failures as set forth in paragraph (A), above.

2.5.4. Failures Across SLRs

If there are failures across five (5) or more SLRs in any one month, on SLRs that are assigned a Weighting Factor of zero percent (0%), then an automatic Charge Reduction will be invoked at ten percent (10%) of one twelfth (1/12) of the Annual At-Risk Amount.

2.6. Reporting

Unless otherwise specified in this Exhibit H (Service Level Requirements), each SLR shall be measured on a monthly basis. Supplier shall provide to County, as part of the Supplier’s monthly performance reports, a set of hard and soft-copy reports to verify Supplier’s performance and compliance with the SLRs and Transition-In Deliverable and Key Deliverable dates. Supplier shall provide detailed, supporting information for each report to County in machine-readable form suitable for use on a personal computer. The data and detailed supporting information shall be County Data, and County may access such information online and in real-time, where feasible, at any time during the Term. Such data shall include all details necessary to allow for an accurate calculation of Supplier’s compliance with the Service Level Requirements, including details regarding tracking Service Ticket statuses from Incident to open, open to assigned, assigned to dispatched, dispatched to assessment, and assessment to Resolved.

3. TRANSITION DELIVERABLES AND KEY DELIVERABLES

3.1. At-Risk Amount

The portion of fees at-risk, or available, for Charge Reductions for the Supplier’s failure to meet agreed Transition-In Deliverables and Key Deliverables (as to each Project, the “**Deliverables At-Risk Amount**”) shall be as follows:

- The Deliverables At-Risk Amount for (i) the Transition-In Deliverables, and (ii) the Key Deliverables associated with any Project with specific project fees, shall be fifteen percent (15%) of the maximum sum of all Charges for such Projects (the “**Maximum Project Charges**”). As to the Transition-In Deliverables, the Maximum Project Charges are the sum of the Charges set forth in Exhibit P.8 (Detailed Transition-In Pricing), and as to any Key Deliverables, the Maximum Project Charges are the maximum cumulative Charges set forth in the applicable Work Order or Amendment for such Key Deliverables.
- The Charge Reductions for the Supplier’s failure to achieve the Transition-In Deliverables are set forth in Exhibit T.2 (Transition-In Milestones and Deliverables), and the Charge Reductions for the Supplier’s failure to achieve the Key Deliverables shall be set forth in the applicable Work Order or Amendment pertaining to such Key Deliverables. Each Transition-In Deliverable or Key

Deliverable shall identify the individual Deliverables and Acceptance Criteria that will be used to evaluate the Supplier's delivery of the requested Services. The overriding goal in developing the Transition-In Deliverables and Key Deliverables is to support the County's desire to manage Supplier by monitoring and measuring actual performance against the County's most-important business deadlines. The County expects to develop new Key Deliverables to reflect changing needs or new projects and may be added at the County's discretion.

3.2. Transition Deliverable and Key Deliverable Charge Reductions

In addition to any Holdback Amount for a Transition-In Milestone or Key Milestone as set forth under Section 2.15 (Holdbacks) of the Agreement, upon any failure to deliver a Transition-In Deliverable as provided in Exhibit T.2 (Transition-In Milestones and Deliverables) or a Key Deliverable as provided in a Work Order or Amendment by the corresponding date for achieving such Transition-In Deliverable or Key Deliverable, then such an occurrence will constitute a material breach subject to a thirty (30) Calendar Day cure period following the notice of breach by the County, and as a non-exclusive remedy, the County shall be entitled to receive the applicable Charge Reduction in addition to other remedies available under the Agreement. Such Charge Reductions shall not apply toward satisfaction of the Annual At-Risk Amount.

4. MISCELLANEOUS

4.1. The Availability of Services and Maintenance Windows.

The Services are dedicated to the County, Eligible Customers and Authorized Users, with the Services Available for the benefit of the County, Eligible Customers and Authorized Users 24x7x365 except for planned preventative or emergency maintenance undertaken within Maintenance Windows [REDACTED]; provided, however, that any Outages arising out of planned preventative or emergency maintenance undertaken within a Maintenance Window shall be excluded from SLR calculations only if undertaken with the prior written Approval of the County and completed in the time Approved in the applicable Change Request; an email from the County CIO or designee or an Approved, written Change Request, is sufficient to document that Approval for an individual exclusion was obtained. Any Outages resulting from planned Changes that take place outside of the emergency Maintenance Window pursuant to the County's instructions shall also be excluded from SLR calculations unless such maintenance outside of the Maintenance Window was necessitated by an act, or failure to act, by Supplier that is materially inconsistent with the Supplier's obligations under this Agreement. All Outages that occur without the County's prior written approval (email or Change Request approved in writing by the County is sufficient) shall not be excluded from the SLR calculations.

Emergency maintenance that must be undertaken outside of one of the Maintenance Windows shall be limited in scope and duration to that which is reasonably necessary to address the emergency condition; provided, however, that any Outages caused by emergency maintenance will be included in the SLR calculation (i.e., treated like any other non-maintenance-related outage) unless the emergency maintenance is undertaken with the prior written Approval – email from the County is sufficient – of the County with explicit confirmation that the Approved Emergency Maintenance Window – with specified beginning and end times – will be deemed to be an additional Maintenance Window for that month unless such emergency maintenance outside of one of the regularly-scheduled Maintenance Windows was necessitated by an act, or failure to act, by Supplier that is materially inconsistent with the Supplier's obligations under this Agreement. The total hours of Approved planned preventative or emergency maintenance undertaken within the Maintenance Windows plus deemed additional Maintenance Windows constitute the “**Maintenance Hours**” for the SLR calculations for the relevant Measurement Interval.

4.2. Use of Monitoring and Measurement Tools

Supplier shall use monitoring and measuring tools for which the County has provided for the purpose of detecting and measuring the duration of Outages. Supplier shall report any Outage that in fact occurs regardless of how Supplier detects such Outage; provided further, however, that reasonable evidence from the County that a Service as defined in this Agreement was not Available takes precedence over data from a monitoring or measuring tool suggesting that the Service was Available. Vendor is responsible for providing SLR Reporting data and analysis where tools are not available and manual calculations are required.

4.3. Pending Criteria and Incident Assignment

The total duration of any Outage shall be reduced by the total time during which the Incident causing the Outage was placed in a pending status ("**Pending Status**") if (i) Supplier's Root Cause Analysis for the Outage, prepared in accordance with Section 4.4 (Root Cause Analysis) of the Agreement, provides that Supplier's diligent performance of the Services, including Services performed in advance of the Incident that may have prevented or reduced the length or impact of the Incident, could not have prevented the Outage, reduced its duration, or minimized the impact or extent of the Outage; and (ii) the County Approves Supplier's Root Cause Analysis and the assignment of Pending Status during the applicable period of Outage. Notwithstanding anything to the contrary in this Section 4.3 (Pending Criteria and Incident Assignment), until an Incident is Resolved, Supplier shall work to Resolve such Incident and perform all tasks and provide all requested information to County and Third Party Vendors to correct such Incident, regardless of who or what caused the Incident or any Outage, and the duration of an Outage shall not be reduced if (i) Supplier does not shall work to resolve the Outage as required herein, as determined by County in its sole discretion, and (ii) Supplier does not deliver its Root Cause Analysis for the Outage within five (5) Business Days after the Outage is Resolved as required under Section 4.4 (Root Cause Analysis) of the Agreement (or such longer period of time as agreed between Supplier and County). When a Service Ticket subject to Service Level Requirement No. 10 (i.e., Red, Yellow, & Green notifications ("**R-Y-G Notifications**")) as set forth in Exhibit H.1 (Service Level Requirements Table) must be placed in Pending Status, Supplier shall, prior to such Service Ticket being place in Pending Status, seek County's Approval for the suspension of R-Y-G Notifications. If the suspension of any R-Y-G Notifications is Approved by County, such suspended R-Y-G Notifications shall include the suspension of Service Level Requirement No. 10 R-Y-G Notifications and the measurement of Supplier's performance regarding Service Level Requirement No. 10 will resume when the Service Ticket is removed from Pending Status. Supplier may not place a Service Ticket in Pending Status for any reason that is associated with a Subcontractor.

(A) Upon request by County, Supplier shall produce documentation to demonstrate that the Supplier:

- Promptly opened a Ticket for an Incident; or
- Did not place a Priority Level 1 or Priority Level 2 Ticket into Pending Status without prior County Approval.

(B) No later than the fifteenth (15th) day of each month, Supplier shall provide the SLR reports with all supporting documentation for the previous month to the County, and the Parties shall meet no later than the twenty-fifth (25th) day (unless a later date is agreed to between Supplier and County) of that same month to review the Outages that occurred during the previous month and reconcile:

- The total number of sites for that month;
- The root cause of any Outages;

- The duration of any Outages; and
- The calculation of any SLRs for which there were Outages, including whether any Outages were excused or excusable under the Agreement.

Any disputes that are not resolved during the monthly review meeting shall be escalated to the next applicable level of the informal dispute resolution procedure.

4.4. Number of Days in Monthly Measuring Intervals and Reporting Periods.

Monthly Measuring Intervals or reporting periods begin on the first Calendar Day of each month and end on the last Calendar Day of each month (i.e., the 28th, 29th, 30th, or 31st according to the total number of Calendar Days in that month).

For monthly Measuring Intervals, the Total Hours in the month are as follows:

- 744 hours for January, March, May, July, August, October, and December;
- 720 hours for April, June, September, and November;
- 672 hours for February; and
- 696 hours for February during a Leap Year.

4.5. Site Availability.

The determination of the “**Total Availability Hours**” during each month shall be determined as follows:

$(TH \times TS)$

Where:

TH = The number of hours in the Month for which the SLR is being calculated (“**Total Hours**”) minus Maintenance Windows and hours needed to make County Approved Changes outside of the Maintenance Windows, as directed by County.

TS = The total number of sites as of the beginning of the Month for which the SLR is being calculated (“**Total Sites**”).

4.6. Priority Incident Tracker

The following information shall be continuously monitored, recorded and tracked by Supplier using the Incident Management System.

- Priority Level 1 and Priority Level 2 Incident types
- Ticket start time
- Business impact time
- Business impact scope
- Timeline for Supplier’s delivery of Root Cause Analysis
- Resulting impacted SLR based on the Root Cause Analysis
- Accumulative Outage time by Availability SLR broken down by Incident and day of the month

The Parties will review the priority Incident tracker information during each weekly Operations Review Team – Steady State meeting or any other meeting as agreed to by the Parties so as to align the Parties’ awareness and agreement.

[illegible]

- Upon receipt of Incident, Service Request or Work Order by the County, Supplier must produce the required generations of backups or current logs (all logs for the past 30 Calendar Days) for the time period requested within 30 minutes.
- Upon receipt of request by the County, Supplier must produce older logs (all logs for the periods older than the past 30 Calendar Days) for the time period requested within five (5) Business Days.

- **“Weekly”** means every seven (7) Calendar Days
- **“Daily”** means each and every Calendar Day
- **“Generations”** means historical versions of full-backups of application configuration files.

- All back-up cycles for all devices must be backed up and stored independently from the redundant devices so that they can be leveraged if a bare metal restore is required.

5. PRIORITY LEVELS

County shall classify its Service Tickets consistent with the descriptions below. All Supplier Personnel providing support to the County must do so in a manner such that the communication from such personnel does not diminish County's ability to effectively utilize the Services or negatively impact the satisfaction of the Authorized Users. Supplier may not change the Priority Level of an issue unless such change is Approved by the County CIO or his or her designee. Such impacts could arise from technology issues such as delays or jitter in telecommunication lines, or the failure of the Supplier Personnel to provide support in standard American English with understandable accents or otherwise demonstrate sufficient language skills.

Service Ticket Classification / Incident Priority Level	Description
Priority Level 1	<p>The Incident or Problem involves:</p> <p>(1) a work stoppage, material degradation in operations, or System Outage affecting the County enterprise Network or Voice Systems and/or primary business process or a broad group of Authorized Users such as an entire department, floor, branch, line of business, or external customer. No workaround is available.</p> <p>Examples:</p> <ul style="list-style-type: none"> ▪ Enterprise Network or Voice System unavailable or multiple sites impacted, ▪ Major application Problem (e.g., [REDACTED]), ▪ Severe Problem during critical periods (e.g., [REDACTED]), and ▪ Critical Systems (e.g., Voice, Network); <p>(2) Response to an actual cyber-attack or Security Incident reported through the SOC, subject only to the performance obligation set forth in SLR No. 56 (Initiation and conduct of Cyber Incident Response Process) under Exhibit H.1 (Service Level Requirements Table);</p> <p>(3) An immediate risk to the health and safety of individuals that has been confirmed by County; or</p> <p>(4) VIP Incidents (treated as P1).</p>
Priority Level 2	<p>A business process is affected in such a way that business functions are severely degraded, multiple Authorized Users are impacted or a key customer is affected. A workaround may be available; however the workaround is not easily sustainable.</p> <p>Examples:</p> <ul style="list-style-type: none"> ▪ Individual sites impacted, and ▪ Major application (e.g., [REDACTED]).
Priority Level 3	<p>A business process is affected in such a way that certain functions are unavailable to Authorized Users or a System and/or Service is degraded. A workaround may be available.</p> <p>Examples:</p> <ul style="list-style-type: none"> ▪ Single user impacted, ▪ Personal productivity Problem (e.g., [REDACTED]), and ▪ Redundant system Problem.

Priority Level 4	<p>An Incident that has little impact on normal business processes and can be handled on a scheduled basis. A workaround is available.</p> <p>Examples:</p> <ul style="list-style-type: none">▪ Single user impact, non-critical loss of functionality, and▪ Preventative Maintenance.
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EXHIBIT H.1 (SERVICE LEVEL REQUIREMENTS TABLE) – REVISION 2

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%

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)
			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 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 [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 sixty [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%
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.												
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%

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)
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: •	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 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%

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)
						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 = ∑ 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 = ∑ 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%

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 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.					
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 ██████████ Priority Incident Tracker, Final RCA, and ██████████ 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 ██████████ Priority Incident, Final RCA, and ██████████ 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 ██████████ Priority Incident Tracker, Final RCA, and ██████████ 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)
Network performance includes the ability of the network components to deliver IT traffic timely and accurately. Measured packet size is [REDACTED] . Network Performance SLRs shall be measured and calculated and reported based on measurements taken during Business Hours												
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] [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 ΔT = Ti+1 - Ti (Δ is the time interval between packets at ingress) ΔT = Ti+1' - Ti' (Δ is the time interval between packets at egress)	[REDACTED] [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 = ΔTi - ΔTi' Where: Jitter is for two (2) consecutive packets i and i+1 and, Ti = time 1st byte of packet is received by the source port (ingress time)	[REDACTED] [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)
							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) 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.	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 x ((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.	<div></div> <div></div>	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 (95 th) 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 x ((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)	<div></div> <div></div>	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] f 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] admin console	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 – 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 – 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] Source Fire	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] Report, [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] Report, [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 ██████████ Priority Incident Tracker, and RCA	Readiness ² , or (2) September 1, 2019.			
SLR 50	Call Center Services (e.g., ██████████)	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	██████████ Report, ██████████ County-provided Service Management System (currently ██████████ 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 ██████████ must provide the "User Account Change" information transmitted to Supplier over the ██████████ 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 ██████████	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, █████, 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 [REDACTED] per County [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)
			<div>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.</div> <div>Charge Reductions to be provided in accordance with Section 3.1 (At-Risk Amount) of Exhibit H (Service Level Requirements).</div>				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 2

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	Phil Nguyen Deputy Program Manager *Effective May 4, 2020	Telephone: 949-870-0223 Email: Phillip.T.Nguyen@saic.com
3.	Transition Manager	Maureen D'Antonio Transition Manager	Telephone: 630-290-3438 Email: dantoniom@saic.com
4.	SOC Program Manager	Lee Winters SOC Program Manager *Through June 26, 2020 Omar Bashir SOC Program Manager *Effective June 27, 2020	Telephone: 615-427-1569 Email: Ronald.L.Winters@saic.com Telephone: 949-463-3541 Email: Omar.M.Bashir@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 P (PRICING) – REVISION 1

TO THE

MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

EXHIBIT P**PRICING****1. INTRODUCTION**

The fundamental premise of the fee and pricing structure under this Agreement is that all elements of the Services as described in the Agreement, including each Functional Service Area and the Service Level Requirements, are to be provided by Supplier and paid for by County as Charges only in the amounts, and solely through the contractually specified mechanisms for payment (the “**Authorized Billing and Payment Mechanisms**”), set forth in this Exhibit P (Pricing), regardless of whether or not all costs or expenses to Supplier of providing a specific element of the Services can be directly traced to, are captured by, or recovered through an Authorized Billing and Payment Mechanism. The Authorized Billing and Payment Mechanisms are set forth in Section 2 (Authorized Billing and Payment Mechanisms).

The total amount to be paid by County under the Agreement cannot exceed the Contract Sum set forth in Exhibit P.2 (Pricing Limits). The amounts to be paid by County under this Agreement through the Authorized Billing and Payment Mechanisms include all Supplier costs, including Supplier overhead, profit margin, amounts paid by Supplier to third parties, and all costs of services, products, and goods delivery, including travel. The Contract Sum is the maximum amount that can be paid by County, but is not a commitment to spend sums allocated under the Contract Sum. The Contract Sum can be changed only by an Amendment Approved by the Board in accordance with the terms of the Agreement.

2. AUTHORIZED BILLING AND PAYMENT MECHANISMS

There are only six (6) Authorized Billing and Payment Mechanisms for payment of the Charges under this Agreement:

- (A) the Monthly Fixed Fees (as set forth in Exhibit P.1.1 (Monthly Fixed Fee Payments));
- (B) the Milestone Payments for the Fixed Transition-In Fees (as set forth in Exhibit P.1.2 (Fixed Transition-In Fee Payments)) and the Charges for Voice Refresh (as set forth in Exhibit P.7 (Sheriff Voice Refresh Pricing));
- (C) a Type 1 Work Order for Optional Work (pursuant to Section 2.12.3 (Type 1 Work Orders) of the Agreement);
- (D) a Type 2 Work Order for Optional Work (pursuant to Section 2.12.4 (Type 2 Work Orders) of the Agreement);
- (E) an Amendment for Optional Work (pursuant to Section 2.12.6 (Amendments for Optional Work) of the Agreement); and
- (F) Deferred Compensation for Sustainable Savings

Supplier cannot invoice County and County shall not pay any Charges under the Agreement except as provided under one of the Authorized Billing and Payment Mechanisms, and Supplier will not be entitled to, and will not receive, any payment, except as provided under one of the Authorized Billing and Payment Mechanisms set forth in this Section 2 (Authorized Billing and Payment Mechanisms).

3. MONTHLY FIXED FEES**3.1. Monthly Fixed Fees**

Exhibit P.1.1 (Monthly Fixed Fee Payments) sets forth the amounts, by Functional Services Area, of the recurring Monthly Fixed Fee. The total Monthly Fixed Fee for each month of the Term as the Reference

Date, as reflected in Exhibit P.1.1 (Monthly Fixed Fee Payments), is fixed through the Term and is not subject to change except in the event of a Work Order or Amendment for Optional Work; an adjustment (increase or decrease, as applicable) attributed to a Use Reconciliation; or termination by County of a Functional Service Area or any Services. The Monthly Fixed Fee for each month of the Term is set forth in Exhibit P.1.1 (Monthly Fixed Fee Payments) as a total monthly amount and, for any Use Reconciliation pursuant to Exhibit P.4 (Use Reconciliation), is allocable (i) as a fee per County User Email Account for Converged Network Services and Security Operations Center Services, and (ii) as a fee per County User Phone Device for Voice Communication Services. The Monthly Fixed Fees were negotiated between Supplier and County as a material condition under this Agreement to capture all compensation to Supplier for the Services, subject only to the Authorized Billing and Payment Mechanisms.

3.2. Use Reconciliation

A Use Reconciliation will be completed prior to the start of the next Contract Year, to be applied in accordance with Exhibit P.5 (Use Reconciliation). The results of the Use Reconciliation will be effective as of the first (1st) day of the next Contract Year. Use Reconciliation uses the defined, measurable metrics set forth in Exhibit P.5 (Use Reconciliation) as a proxy for increased or decreased consumption of the Services by County to adjust the applicable Charges up or down. The metrics for Use Reconciliation are (1) County User Email Accounts as to the Converged Network Services and the Security Operations Center Services, and (2) County User Phone Devices as to the Voice Communication Services. Use Reconciliation will be accomplished by comparing the baseline use metrics specified in Exhibit P.5 (Use Reconciliation) (the “**Baseline Use Metrics**”) against County’s actual use metrics (“**Measured Metrics**”) as measured in accordance with Exhibit P.5 (Use Reconciliation). If, as of ninety (90) days in advance of the completion of the Contract Year in which the Use Reconciliation takes place, any Measured Metric is or has been higher or lower than the applicable Baseline Use Metric such that the trigger set forth in Exhibit P.5 (Use Reconciliation) (“**Adjustment Trigger**”) is met, an adjustment (“**Reconciliation Adjustment**”) to the applicable Charges will be provided as set forth in Exhibit P.5 (Use Reconciliation) (and as demonstrated in the example below and in Exhibit P.5.1 (Use Reconciliation Examples)), which will be effective as of the first (1st) day of the next Contract Year, and the then-current Measured Metric shall become the new Baseline Use Metric for any subsequent Use Reconciliation.

3.2.1. Use Reconciliation Example

If (i) the then-applicable Baseline Use Metric for the Voice Communication Services is two thousand (2,000) County User Phone Devices; and (ii) the Measured Metric for each of the last three (3) months prior to the ninety(90) day period before the start of the next Contract Year was one thousand eight hundred (1,800) County User Phone Devices, then, because one thousand eight hundred (1,800) is more than seven percent (7%) less than two thousand (2,000), the Adjustment Trigger is satisfied and the Charges for the Voice Communication Services are subject to a Reconciliation Adjustment. If the original Monthly Fixed Fee for Voice Communication Services was \$2,000, and the Reconciliation Adjustment for each County User Phone Devices is specified as a one dollar (\$1) adjustment to the Monthly Fixed Fee, then the Use Reconciliation calculation would be as follows:

Original Monthly Fixed Fee for Voice Communication Services:	\$2,000
Reconciliation Adjustment to the Monthly Fixed Fee for Voice Communication Services:	$\$1 * (2,000 - 1,800) = \200

Adjusted Monthly Fixed Fee for Voice Communication Services	\$2,000 - \$200 = \$1,800
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In the Contract Year following such adjustment, the Baseline Use Metric for the Voice Communication Services would be one thousand eight hundred (1,800) County User Phone Devices.

3.3. Termination of a Service

Upon County's decision to terminate any Services, the Monthly Fixed Fees will be adjusted by subtracting the portion of the Monthly Fixed Fee attributable to the terminated Services from the total Monthly Fixed Fees for the Services as set forth in Exhibit P.1.1 (Monthly Fixed Fee Payments) (or such other Exhibits as may be applicable). The effective date that the Charges for the terminated Services will cease will be the last Calendar Day such Services were provided by Supplier, pro-rated to the number of Calendar Days in the month in which the Services were terminated, and there shall be no Charges for such Services beginning in the month immediately following the month the Services were last provided. For example, if the County terminated all Security Operations Center Services as described in Exhibit A.4 (Security Operations Center FSA) effective as of September 15, 2020, the County would pay fifty percent (50%) of the Monthly Fixed Fee for the Security Operations Center Services set forth in Exhibit P.1.1 (Monthly Fixed Fee Payments) for the month of September 2020, and as of October 2020 there would be no Charges for such Services.

3.4. Consumption Governance

The pricing model under this Agreement utilizes two (2) elements as proxies to measure County consumption of Services. Volume changes in these two (2) elements which exceed the Adjustment Triggers as provided in Exhibit P.5 (Use Reconciliation) cause adjustments to the Charges pursuant to Use Reconciliation as described in Section 3.2 (Use Reconciliation). By design, certain volume changes traditionally associated with resource unit changes, such as IMACs and new devices adds, do not impact Use Reconciliation. Notwithstanding the foregoing, in the event a consistent and material pattern of unusually high resource consumption by County in an area is identified by Supplier, Supplier may notify County of such pattern and identify approaches County can utilize to mitigate such consumption. If Supplier provides such notice to the County, the County IT Services Governance Manager and Supplier's Program Manager shall meet to discuss Supplier's concerns and the mitigation approaches identified by Supplier. If, as a result of the discussion between the County IT Services Governance Manager and Supplier's Program Manager regarding Supplier's consumption concerns and mitigation approaches, the County confirms that there is a consistent and material pattern of unusually high resource consumption requiring additional steps to manage, then the County will use good faith efforts to implement appropriate consumption mitigation or change management activities.

4. YEAR ON YEAR IMPROVEMENT

County requires year to year efficiency improvements in both price and performance. The year to year price improvements reflected as reductions in the Monthly Fixed Fees set forth in Exhibit P.1.1 (Monthly Fixed Fee Payments) reflect the application of Supplier's knowledge, innovation, and Best Practices to deliver the Services and elevate the quality of the Services while reducing the cost of the Services. The year to year price improvements set forth in Exhibit P.6 (Year to Year Price and Performance Improvements) provide County with a model to verify tangible delivery by Supplier to County of knowledge, innovation, and Best Practices to the benefit of County with regard to the Services.

5. PRICING VALIDATION

Supplier has provided data regarding its delivery model used to calculate the Monthly Fixed Fees set forth in Exhibit P.1.1 (Monthly Fixed Fee Payments) and the Milestone Payments for the Fixed Transition-In Fees set forth in Exhibit P.1.2 (Fixed Transition-In Fee Payments) under Exhibits P.3 (Resource Unit Pricing) and P.4 (Supplier Rate Card); and for Optional Work, Supplier will provide such data to the County in its applicable Work Order or Amendment proposal. Such data shall enable County to validate both the appropriateness and comparability of the resources proposed by Supplier and those of other vendors. Notwithstanding the foregoing, this Agreement is a Fixed Fee engagement and the Supplier resources and other data identified in Exhibits P.3 (Resource Unit Pricing) and P.4 (Supplier Rate Card) or otherwise shall not limit the resources that may be required by Supplier to deliver the Services, or otherwise constitute a pricing condition, and will not reduce, expand, change, modify, or alter Supplier's obligations or the Charges under the Agreement.

6. NO FINANCIAL CHANGE ORDERS

The Parties understand and agree that there is no concept of a financial change order applicable to the Agreement, except as expressly provided for with regard to the Authorized Billing and Payment Mechanisms. The limitations on the concept of a financial change order are intentional and are designed to ensure that the Fixed Fee elements of the Agreement remain unchanged and highly predictable throughout the Term.

7. OPTIONAL WORK

- (A) The total amount to be paid by County under the Agreement for Optional Work cannot exceed the sum of Reserved Dollars for Optional Work set forth in Exhibit P.2 (Pricing Limits). The Reserved Dollars is the maximum amount that can be paid by County for Optional Work, but is not a commitment to spend sums allocated under the Reserved Dollars. The Reserved Dollars can be changed only by an Amendment Approved by the Board in accordance with the terms of the Agreement.
- (B) Supplier will charge County for Optional Work, including Assets, Professional Services, and Non-Recurring Initiatives, using the Work Order or Amendment process set forth in Section 2.12 (Optional Work) of the Agreement.
- (C) Supplier will charge County for Optional Work in accordance with the Optional Work pricing tables set forth in Exhibits P.3 (Resource Unit Pricing) and P.4 (Supplier Rate Card). Should a materially equivalent unit price or rate for a required resource not exist, the Parties may agree to establish a new unit price or rate for such resource utilizing the existing pricing tables as a reference to price the resource based on factors such as skill set, experience level, etc. (for Professional Services resources) or type, features, functionality, complexity, etc. (for Services in connection with Assets). The absence of a comparable or equivalent unit price or rate in Exhibits P.3 (Resource Unit Pricing) or P.4 (Supplier Rate Card) does not preclude the use of a Type 1 or Type 2 Work Order in accordance with the terms of the Agreement.
- (D) Services will commence and Charges are authorized for Optional Work only as provided in an Approved Type 1 Work Order, Type 2 Work Order, or Amendment, pursuant to the terms of the Agreement.
- (E) As to any pricing provided by Supplier in a Work Order or Amendment for Optional Work under this Agreement, such pricing shall be valid for the Term of this Agreement unless the Parties otherwise identify an earlier expiration of the pricing.

8. DEFERRED COMPENSATION FOR SUSTAINABLE SAVINGS

“Deferred Compensation for Sustainable Savings” or “DCSS” is the amount payable to Supplier through the delivery of Sustainable Savings to compensate Supplier for an Approved Sustainable Savings effort that is successfully implemented, as described in this Section 8 (Deferred Compensation for Sustainable Savings), in accordance with the following:

- (i) DCSS payments require as a condition precedent that Supplier is in compliance with all Critical Service Level Requirements for the four (4) month period preceding any DCSS payment;
- (ii) DCSS is earned by Supplier only to the extent the Sustainable Savings are realized by County;
- (iii) initiatives intended to deliver Sustainable Savings for DCSS will be a joint decision process pursuant to a Work Order or Amendment and Approved by County;
- (iv) there are no DCSS payment obligations by the County in connection with any Sustainable Savings effort until the County has recovered through such Sustainable Savings effort all of the County identified costs identified in the Work Order or Amendment for such Sustainable Savings to achieve the Sustainable Savings;
- (v) DCSS payments as to any single Sustainable Savings effort are:
 - (a) limited to one hundred fifty percent (150%) the agreed Supplier cost of the Sustainable Savings effort identified in the Work Order or Amendment for such Sustainable Savings;
 - (b) paid over time after County recovers all County identified costs and only to the extent there are Sustainable Savings realized by the County from which to pay the DCSS;
 - (c) paid based on an allocation of seventy percent (70%) to County and thirty percent (30%) to Supplier of the Sustainable Savings realized by County in excess of all County identified costs; and
 - (d) payable only with respect to such Sustainable Savings in excess of all County identified costs realized by County during the Term.

9. ADDITIONAL PRICING TERMS

- (A) All pricing includes the required training of Supplier’s Personnel on County Systems, applications, tools, processes, and underlying Software, and all ramp-up costs associated with becoming an active, contributing resource.
- (B) All prices are fixed for the Term. There is no economic change adjustment, cost of living, or other inflationary escalator to be applied during the Term.
- (C) The rates provided in Exhibit P.4 (Supplier Rate Card) are the maximum hourly rates County will be charged for the specified resources.
- (D) There are a number of other charges and costs that vendors may typically charge their customers, including County, in similar engagements. These charges and costs may include transition costs, travel and expenses, taxes, and economic change. Under this Agreement, Supplier shall bear these expenses as a cost of doing business with County and such charges and costs shall not be shifted to County, including by being “built into” any Fixed Fees or other rates provided by Supplier.

Notwithstanding the foregoing, if Supplier provides any estimate or quote to County that includes any such charges or costs, it must separately detail such charges and costs in such estimate or quote. For the avoidance of doubt, and as provided in Exhibit B.2 (Form of Type 1 Work Order) and B.3 (Form of Type 2 Work Order), there shall be no Charges to County under this Agreement or any Work Order for any travel, entertainment, vacation, sick time, holidays, paid time off, overtime (except as to overtime in connection with a Targeted Resource Order within a Work Order), or other similar costs or expenses in connection with the Supplier Personnel.

- (E) County shall be financially responsible for third party costs and expenses for the acquisition or licensing of Assets, and as applicable, the payment for third party maintenance agreements for Assets. For the avoidance of doubt, (i) Assets do not include Supplier Assets, and (ii) the financial responsibility by County for third party maintenance agreements for Assets does not in any way limit the obligations of Supplier to provide the Services, including Services as they relate to the Assets.
- (F) For the avoidance of doubt, the continuation of the Master Services Agreement for IT Services by and between County and Supplier, effective as of May 14, 2013, and the services provided thereunder (collectively, “**Scope 1 Services**”), have no impact on the Charges or Services under this Agreement, and in the event the Scope 1 Services expire or are terminated, in whole or in part, there will not be (1) any impact on the Charges to County by Supplier under this Agreement, or (2) any reduction of or adverse impact on the Services provided by Supplier under this Agreement.
- (G) Notwithstanding the payment dates and amounts set forth in Exhibit P.1.1 (Monthly Fixed Fee Payments), and pursuant to Section 234 (Monthly Fixed Fee) of Exhibit X (Definitions), the payment dates and amounts for (i) the Converged Network Services, (ii) the Voice Communications Services, and (iii) the Security Operations Center Services are respectively subject to the County’s Approval of (a) Written Acknowledgement of Converged Network Services Readiness, (b) Written Acknowledgement of Voice Communication Services Readiness, and (c) Written Acknowledgement of Security Operations Center Services Readiness, and as to each of the areas of Service set forth in (i), (ii), and (iii), above, the Charges for such Services shall respectively begin upon the County’s Approval of (a), (b), and (c), above, and in the event County’s Approval of (a), (b), or (c), above, occurs subsequent to the date set forth in Exhibit P.1.1 (Monthly Fixed Fee Payments), the Charges will begin upon such County Approval and not upon the date set forth in Exhibit P.1.1 (Monthly Fixed Fee Payments). In the event County’s Approval of (a), (b), or (c), above, occurs such that the applicable Service is initiated at a date that is different than and after the date provided in Exhibit P.1.1 (Monthly Fixed Fee Payments), then the Charges for that initial month will be prorated based on the number of Calendar Days in that initial month for which the Services are provided.



EXHIBIT P.1.2 (FIXED TRANSITION-IN FEE PAYMENTS) – REVISION 1

TO THE

MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

EXHIBIT P.1.2**FIXED TRANSITION-IN FEE PAYMENTS**

The Charges stated in this Exhibit P.1.2 (Fixed Transition-In Fee Payments) are all of the Charges for the Transition-In Services as described in Exhibit T (Transition-In) and otherwise under the Agreement.

Month No.	Month	Milestone #1 (Transition-In Plan Tasks and Resources Assigned)	Milestone #2 (Wall to Wall Asset Inventory Initiated)	Milestone #3 (Transition-In Plan Deliverables Finalized)	Milestone #4 (Voice Core Build Out, Test, and Validation Complete)	Milestone #5 (Tools Review Complete and Configuration Recommendations)	Milestone #6 (Knowledge transfer Complete and Knowledge Capture Systems Provided)	Milestone #7 (Steady State Team Onboarding Complete)	Milestone #8 (Voice Core Migration Complete)	Milestone #9 (Wall to Wall Asset Inventory Complete)	Milestone #10 (All Transition-In Complete and Final Acceptance by County)	Milestone #11 (Based UC Design Complete)	Milestone #12 (Based UC Functionality Complete)	Total (Monthly Key Milestone Payments)*
Milestone Allocation		7%	5%	7%	10%	10%	10%	5%	15%	10%	15%	3%	3%	100%
Total Milestone Payments		\$436,450	\$311,750	\$436,450	\$623,500	\$623,500	\$623,500	\$311,750	\$935,250	\$623,500	\$935,250	\$187,050	\$187,050	\$6,235,000
Milestone Duration (Months)		3	3	3	5	3	2	6	4	5	10	3	4	
Milestone Monthly Payment		\$94,564	\$67,546	\$94,564	\$81,055	\$135,092	\$202,638	\$33,773	\$151,978	\$81,055	\$60,791	\$40,527	\$30,396	
Milestone Holdback Amount		\$152,758	\$109,112	\$152,758	\$218,225	\$218,224	\$218,224	\$109,112	\$327,338	\$218,225	\$327,340	\$65,469	\$65,466	
Key Deliverables		See Exhibit T.2 (Transition-In Milestones and Deliverables)	See Exhibit T.2 (Transition-In Milestones and Deliverables)	See Exhibit T.2 (Transition-In Milestones and Deliverables)	See Exhibit T.2 (Transition-In Milestones and Deliverables)	See Exhibit T.2 (Transition-In Milestones and Deliverables)	See Exhibit T.2 (Transition-In Milestones and Deliverables)	See Exhibit T.2 (Transition-In Milestones and Deliverables)	See Exhibit T.2 (Transition-In Milestones and Deliverables)	See Exhibit T.2 (Transition-In Milestones and Deliverables)	See Exhibit T.2 (Transition-In Milestones and Deliverables)	See Exhibit T.2 (Transition-In Milestones and Deliverables)	See Exhibit T.2 (Transition-In Milestones and Deliverables)	
1.	November 2018	\$94,564	\$67,546	\$94,564	\$81,055	\$135,092	\$202,638	\$33,773			\$60,791			\$770,023
2.	December 2018	\$94,564	\$67,546	\$94,564	\$81,055	\$135,092	\$202,638	\$33,773			\$60,791			\$770,023
3.	January 2019	\$94,564	\$67,546	\$94,564	\$81,055	\$135,092		\$33,773		\$81,055	\$60,791			\$648,440
4.	February 2019	*\$152,758	*\$109,112	*\$152,758	\$81,055			\$33,773	\$151,978	\$81,055	\$60,791			\$408,652
5.	March 2019				\$81,055	*\$218,224	*\$218,224	\$33,773	\$151,978	\$81,055	\$60,791			\$408,652
6.	April 2019							\$33,773	\$151,978	\$81,055	\$60,791			\$327,597
7.	May 2019				*\$218,225			*\$109,112	\$151,978	\$81,055	\$60,791	\$40,527	\$30,396	\$364,747
8.	June 2019									*\$218,225	\$60,791	\$40,527	\$30,396	\$131,714
9.	July 2019										\$60,791	\$40,527	\$30,396	\$131,714
10.	August 2019										\$60,791		\$30,396	\$91,187
11.	September 2019								*\$327,338					\$0
12.	October 2019													\$0
13.	November 2019													\$0
14.	December 2019											*\$65,469		\$0
15.	January 2020													\$0
16.	February 2020													\$0
17.	March 2020										*\$327,340		*\$65,466	\$0
Key Milestone Holdback Amount		Highlighted Above in Yellow	Highlighted Above in Yellow	Highlighted Above in Yellow	Highlighted Above in Yellow	Highlighted Above in Yellow	Highlighted Above in Yellow	Highlighted Above in Yellow	Highlighted Above in Yellow	Highlighted Above in Yellow	Highlighted Above in Yellow	Highlighted Above in Yellow	Highlighted Above in Yellow	\$2,182,251
Milestone Totals		\$436,450	\$311,750	\$436,450	\$623,500	\$623,500	\$623,500	\$311,750	\$935,250	\$623,500	\$935,250	\$187,050	\$187,050	\$6,235,000

* Pursuant to Section 2.15 (Holdbacks) of the Agreement, the Key Milestone Holdback Amounts (highlighted above in yellow) are paid as Holdback Amount Charges, and not as part of the Monthly Key Milestone Payments. Supplier shall invoice County for each Key Milestones Holdback Amount pursuant to Section 2.15 (Holdbacks) of the Agreement following County's Approval of such Key Milestone (and as to Milestone #10 (All Transition-In Complete and Final Acceptance by County)), pursuant to Section 19.4 (Final Acceptance) of the Agreement), notwithstanding the month that such Key Milestone Holdback Amount is listed in the table above.



EXHIBIT P.5 (USE RECONCILIATION) – REVISION 1

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)	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)	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.	\$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 Error! Reference source not found. (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 Error! Reference source not found. (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 P.5.1 (USE RECONCILIATION EXAMPLES) – REVISION 1

TO THE

MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

EXHIBIT P.5.1**USE RECONCILIATION EXAMPLES****1. EXAMPLE NO. 1**

This example describes a Use Reconciliation completed ninety (90) days prior to the completion of the Contract Year ending on June 30, 2020.

1.1. Example No. 1 Baselines and Calculations

No.	Element Subject to Use Reconciliation	Baseline Use Metric	Measured Metric	Adjustment Trigger	Adjustment Trigger Up and Down Amounts
1.	Converged Network Services and Security Operations Center Services as set forth in Exhibit P.1.1 (Monthly Fixed Fee Payments)	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	<p><u>Adjustment Up</u> Measured County User Email Accounts is equal to or greater than $\text{Baseline} + (\text{Baseline} \times 7\%) =$</p> <p><u>Adjustment Down</u> Measured County User Email Accounts is equal to or less than $\text{Baseline} - (\text{Baseline} \times 7\%) =$</p>
2.	Voice Communication Services as set forth in Exhibit P.1.1 (Monthly Fixed Fee Payments)	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.	<p><u>Adjustment Up</u> Measured County User Phone Devices is greater than $\text{Baseline} + (\text{Baseline} \times 7\%) =$</p> <p><u>Adjustment Down</u> Measured County User Phone Devices is less than $\text{Baseline} - (\text{Baseline} \times 7\%) =$</p>

1.2. Example No. 1 Measured Metrics

Month	County User Email Accounts		County User Phone Devices	
	Measured Metric	Meets Adj. Trigger Up or Down Amount?	Measured Metric	Meets Adj. Trigger Up or Down Amount?
January 2020		Up		Up
February 2020		Up		Up
March 2020		Up		Up
April 2020		Not included in lookback period		Not included in lookback period

County User Email Accounts			County User Phone Devices	
Month	Measured Metric	Meets Adj. Trigger Up or Down Amount?	Measured Metric	Meets Adj. Trigger Up or Down Amount?
May 2020	████	Not included in lookback period	████	Not included in lookback period
June 2020	████	Not included in lookback period	████	Not included in lookback period
July 1, 2020	████	Date upon which the results of the Use Reconciliation will be effective	████	Date upon which the results of the Use Reconciliation will be effective

1.3. Example No. 1 Reconciliation Adjustment

No.	Element Subject to Use Reconciliation	Adjustment Up or Down?	Reconciliation Adjustment (One-Time Charges)	Reconciliation Adjustment (Recurring Charges)	Charges Adjustment (One-Time)	Charges Adjustment (Recurring)	New Baseline Use Metric
1.	Converged Network Services and Security Operations Center Services as set forth in Exhibit P.1.1 (Monthly Fixed Fee Payments)	Adjustment Up (Measured Metric was at least seven percent (7%) more than the Baseline Use Metric for the three (3) consecutive months 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	$\$0 \times (\text{████} - \text{████}) = \0 $\$0 \times (\text{████} - \text{████}) = \0 $\$0 + \$0 = \$0$	$\$21.80 \times (\text{████} - \text{████}) = \████ $\$12.80 \times (\text{████} - \text{████}) = \████ $\$ \text{████} + \$ \text{████} = \████	County User Email Accounts
2.	Voice Communication Services as set forth in Exhibit P.1.1 (Monthly Fixed Fee Payments)	Adjustment Up (Measured Metric was at least seven percent (7%) more than the Baseline Use Metric for the three (3) consecutive months preceding the ninety (90) day period prior to the start of a new Contract Year)	\$0 per County User Phone Devices	\$23.29 per County User Phone Devices	$\$0 \times (\text{████} - \text{████}) = \0	$\$23.29 \times (\text{████} - \text{████}) = \████	County User Phone Devices

2. EXAMPLE NO. 2

This example describes a Use Reconciliation completed ninety (90) days prior to the completion of the Contract Year ending on June 30, 2021, subsequent to the Use Reconciliation described in Section 1 (Example No. 1), above.

2.1. Example No. 2 Baselines and Calculations

No.	Element Subject to Use Reconciliation	Baseline Use Metric	Measured Metric	Adjustment Trigger	Adjustment Trigger Up and Down Amounts
1.	Converged Network Services and Security Operations Center Services as set forth in Exhibit P.1.1 (Monthly Fixed Fee Payments)	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.	<p><u>Adjustment Up</u> Measured County User Email Accounts is equal to or greater than $\text{Baseline} + (\text{Baseline} \times 7\%) = \text{Measured}$</p> <p><u>Adjustment Down</u> Measured County User Email Accounts is equal to or less than $\text{Baseline} - (\text{Baseline} \times 7\%) = \text{Measured}$</p>
2.	Voice Communication Services as set forth in Exhibit P.1.1 (Monthly Fixed Fee Payments)	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.	<p><u>Adjustment Up</u> Measured County User Phone Devices is greater than $\text{Baseline} + (\text{Baseline} \times 7\%) = \text{Measured}$</p> <p><u>Adjustment Down</u> Measured County User Phone Devices is less than $\text{Baseline} - (\text{Baseline} \times 7\%) = \text{Measured}$</p>

2.2. Example No. 2 Measured Metrics

Month	County User Email Accounts		County User Phone Devices	
	Measured Metric	Meets Adj. Trigger Up or Down Amount?	Measured Metric	Meets Adj. Trigger Up or Down Amount?
January 2021		-		-
February 2021		-		-
March 2021		-		-
April 2021		Not included in lookback period		Not included in lookback period
May 2021		Not included in lookback period		Not included in lookback period
June 2021		Not included in lookback period		Not included in lookback period

Month	County User Email Accounts		County User Phone Devices	
	Measured Metric	Meets Adj. Trigger Up or Down Amount?	Measured Metric	Meets Adj. Trigger Up or Down Amount?
July 1, 2021	██████	Date upon which the results of the Use Reconciliation will be effective	██████	Date upon which the results of the Use Reconciliation will be effective

2.3. Example No. 2 Reconciliation Adjustment

No.	Element Subject to Use Reconciliation	Adjustment Up or Down?	Reconciliation Adjustment (One-Time Charges)	Reconciliation Adjustment (Recurring Charges)	Charges Adjustment (One-Time)	Charges Adjustment (Recurring)	New Baseline Use Metric
1.	Converged Network Services and Security Operations Center Services as set forth in Exhibit P.1.1 (Monthly Fixed Fee Payments)	N/A (Measured Metric was not at least seven percent (7%) more or less than the Baseline Use Metric for the three (3) consecutive months 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	N/A	N/A	N/A
2.	Voice Communication Services as set forth in Exhibit P.1.1 (Monthly Fixed Fee Payments)	N/A (Measured Metric was not at least seven percent (7%) more or less than the Baseline Use Metric for the three (3) consecutive months preceding the ninety (90) day period prior to the start of a new Contract Year)	\$0 per County User Phone Device	\$23.29 per County User Phone Device	N/A	N/A	N/A

3. EXAMPLE NO. 3

This example describes a Use Reconciliation completed ninety (90) days prior to the completion of the Contract Year ending on June 30, 2022, subsequent to the Use Reconciliation described in Section 0 (Example No. 2), above.

3.1. Example No. 3 Baselines and Calculations

No.	Element Subject to Use Reconciliation	Baseline Use Metric	Measured Metric	Adjustment Trigger	Adjustment Trigger Up and Down Amounts
1.	Converged Network Services and Security Operations Center Services as set forth in Exhibit P.1.1 (Monthly Fixed Fee Payments)	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.	<p><u>Adjustment Up</u> Measured County User Email Accounts is equal to or greater than $\text{Baseline} + (\text{Baseline} \times 7\%) =$</p> <p><u>Adjustment Down</u> Measured County User Email Accounts is equal to or less than $\text{Baseline} - (\text{Baseline} \times 7\%) =$</p>
2.	Voice Communication Services as set forth in Exhibit P.1.1 (Monthly Fixed Fee Payments)	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.	<p><u>Adjustment Up</u> Measured County User Phone Devices is greater than $\text{Baseline} + (\text{Baseline} \times 7\%) =$</p> <p><u>Adjustment Down</u> Measured County User Phone Devices is less than $\text{Baseline} - (\text{Baseline} \times 7\%) =$</p>

3.2. Example No. 3 Measured Metrics

Month	County User Email Accounts		County User Phone Devices	
	Measured Metric	Meets Adj. Trigger Up or Down Amount?	Measured Metric	Meets Adj. Trigger Up or Down Amount?
January 2022		Down		Down
February 2022		Down		Down
March 2022		Down		Down
April 2022		Not included in lookback period		Not included in lookback period
May 2022		Not included in lookback period		Not included in lookback period
June 2022		Not included in lookback period		Not included in lookback period

County User Email Accounts			County User Phone Devices	
Month	Measured Metric	Meets Adj. Trigger Up or Down Amount?	Measured Metric	Meets Adj. Trigger Up or Down Amount?
July 1, 2022	██████	Date upon which the results of the Use Reconciliation will be effective	██████	Date upon which the results of the Use Reconciliation will be effective

3.3. Example No. 3 Reconciliation Adjustment

No.	Element Subject to Use Reconciliation	Adjustment Up or Down?	Reconciliation Adjustment (One-Time Charges)	Reconciliation Adjustment (Recurring Charges)	Charges Adjustment (One-Time)	Charges Adjustment (Recurring)	New Baseline Use Metric
1.	Converged Network Services and Security Operations Center Services as set forth in Exhibit P.1.1 (Monthly Fixed Fee Payments)	Adjustment Down (Measured Metric was at least seven percent (7%) less than the Baseline Use Metric for the three (3) consecutive months 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	\$21.80 per County User Email Account for Converged Network Services	$\$0 \times (\text{██████} - \text{██████}) = \0 $\$0 \times (\text{██████} - \text{██████}) = \0 $\$0 + \$0 = \$0$	$\$21.80 \times (\text{██████} - \text{██████}) = \██████ $\$12.80 \times (\text{██████} - \text{██████}) = \██████ $\$ \text{██████} + \$ \text{██████} = \██████	County User Email Accounts
2.	Voice Communication Services as set forth in Exhibit P.1.1 (Monthly Fixed Fee Payments)	Adjustment Down (Measured Metric was at least seven percent (7%) less than the Baseline Use Metric for the three (3) consecutive months preceding the ninety (90) day period prior to the start of a new Contract Year)	\$0 per County User Phone Device	\$23.29 per County User Phone Device	$\$0 \times (\text{██████} - \text{██████}) = \0	$\$23.39 \times (\text{██████} - \text{██████}) = \██████	County User Phone Devices



EXHIBIT T.2 (TRANSITION-IN MILESTONES AND DELIVERABLES) –
REVISION 2
TO THE
MANAGED SERVICES NETWORK, VOICE, AND SECURITY AGREEMENT

EXHIBIT T.2**TRANSITION-IN MILESTONES AND DELIVERABLES****1. TRANSITION-IN MILESTONES**

No.	Transition-In Milestone	Key Deliverables Required to Complete Milestone	Acceptance Criteria	Completion Date	Transition-In Milestone Allocation
1.	Transition-In Plan Tasks and Resources Assigned	<ul style="list-style-type: none"> Deliverable 1 (Kick-off Meeting) Deliverable 2 (Transition-In Management Office) Deliverable 3 (Program Management Office) Deliverable 4 (Governance Model) Deliverable 13 (Transition-In Progress Reporting Dashboard) 	Complete all tasks and assign resources for Transition-In Plan and obtain County Approval	1/16/2019	7%
2.	Wall to Wall Asset Inventory Initiated	<ul style="list-style-type: none"> Deliverable 5 (Wall to Wall Asset Inventory Templates) 	Wall to wall Asset inventory (including validation of baselines) and provide twice-monthly status updates	1/4/2019	5%
3.	Transition-In Plan Deliverables Finalized	<ul style="list-style-type: none"> Deliverable 6 (Risk Management Plan) Deliverable 7 (Transition-In Change Management Plan) Deliverable 8 (Quality Assurance Management Plan) Deliverable 9 (Communication Management Plan) Deliverable 10 (Issues Management Plan) Deliverable 11 (Knowledge Transfer Management Plan) 	<p>Delivery of all County-Approved plan Deliverables for Transition-In for all FSA areas.</p> <p>Plan-specific Acceptance Criteria as to each Deliverable for this Milestone:</p> <ul style="list-style-type: none"> Final Plans incorporate, and are consistent with, County-provided input. Final Plans address all required elements described in Exhibit T.3 (Transition-In Plan). Final Plans have been Approved by County. 	1/24/2019	7%
4.	Voice Core Build Out, Test, and Validation Complete	<ul style="list-style-type: none"> Deliverable 25 (County Approval of Voice Core Build Out, Test, and Validation Complete) 	Complete build out, test, and validation of Voice core solution and obtain County Approval of readiness for migration start	4/12/2019	10%
5.	Tools Review Complete and Configuration Recommendations Provided	<ul style="list-style-type: none"> Deliverable 14 (Tools Review and Configuration Recommendations) 	Complete tools review and provide configuration recommendations and obtain County Approval	1/24/2019	10%
6.	Knowledge Transfer Complete and Knowledge Capture Systems Provided	<ul style="list-style-type: none"> Deliverable 15 (Knowledge Capture Systems) 	Submit written acknowledgement that knowledge transfer is complete and demonstrate knowledge capture systems and accessibility to County	2/24/2019	10%
7.	Steady State Team Onboarding Complete	<ul style="list-style-type: none"> Deliverable 12 (Written Acknowledgement of Subcontractor/Vendor Onboarding Process Completion) Deliverable 20 (Written Acknowledgement of Steady State Team Onboarding Completion) 	Steady state team onboarding complete (including background checks)	4/16/2019	5%
8.	Voice Core Migration Complete	<ul style="list-style-type: none"> Deliverable 22 (Written Acknowledgement of Voice Communication Services Readiness) 	Complete Transition-In activities from the incumbent voice solution to Supplier solution	9/6/2019	15%
9.	Wall to Wall Asset Inventory Complete	<ul style="list-style-type: none"> Deliverable 19 (Final Wall to Wall Asset Inventory) 	Complete wall to wall Asset inventory including validation of baselines and entry into CMDB	5/10/2019	10%

No.	Transition-In Milestone	Key Deliverables Required to Complete Milestone	Acceptance Criteria	Completion Date	Transition-In Milestone Allocation
10.	All Transition-In Tasks Complete and Final Acceptance by County	<ul style="list-style-type: none"> Deliverable 16 (Operational and SLR Reports) Deliverable 17 (Chargeback and Invoice System) Deliverable 18 (Processes and Procedures Manual) Deliverable 21 (Written Acknowledgement of Converged Network Services Readiness) Deliverable 23 (Written Acknowledgement of Security Operations Center Services Readiness) Deliverable 24 (Final Disaster Recovery Requirements and Written Acknowledgement of Disaster Recovery Readiness) 	All Transition-In tasks complete and Final Acceptance by County	3/20/2020	15%
11.	█████ Based UC Design Complete	<ul style="list-style-type: none"> Deliverable 28 (Acceptance of █████ Based UC Design and Implementation Plan) 	Delivery of █████ UC Design and Implementation Plan	12/13/2019	3%
12.	█████ Based UC Functionality Complete	<ul style="list-style-type: none"> Deliverable 29 (Acceptance of █████ Based UC Functionality) 	All █████ Based UC Functionality Implemented	3/20/2020	3%

2. TRANSITION-IN DELIVERABLES

No.	Transition-In Deliverable	Acceptance Criteria	Weighting Factor	Completion Date
1.	Kick-off Meeting	Kick-off Meeting materials (agenda, roster, presentation materials, attendance sheet, minutes, and summary report) incorporate, and are consistent with, County-provided input, and have been Approved by County	2%	11/14/2018
2.	Transition-In Management Office	Transition-In Management Office established and Approved by County	3%	11/8/2018
3.	Program Management Office	Program Management Office established and Approved by County	2%	1/10/2019
4.	Governance Model	Governance Model established and Approved by County	2%	1/16/2019
5.	Wall to Wall Asset Inventory Templates	Wall to Wall Asset Inventory Templates incorporate, and are consistent with, County-provided input, and have been Approved by County	4%	1/4/2019
6.	Risk Management Plan	Risk Management Plan incorporates, and is consistent with, County-provided input, and has been Approved by County	3%	1/9/2019
7.	Transition-In Change Management Plan	Transition-In Change Management Plan incorporates, and is consistent with, County-provided input, and has been Approved by County	2%	12/24/2018
8.	Quality Assurance Management Plan	Quality Assurance Management Plan incorporates, and is consistent with, County-provided input, and has been Approved by County	2%	1/24/2019
9.	Communication Management Plan	Communication Management Plan incorporates, and is consistent with, County-provided input, and has been Approved by County Communication Management Plan frameworks, templates and Best Practices include all required elements described in Exhibit T.3 (Transition-In Plan).	4%	12/24/2018
10.	Issues Management Plan	Issues Management Plan incorporates, and is consistent with, County-provided input, and has been Approved by County	2%	12/24/2018
11.	Knowledge Transfer Management Plan	Knowledge Transfer Management Plan incorporates, and is consistent with, County-provided input, and has been Approved by County	2%	12/19/2018

No.	Transition-In Deliverable	Acceptance Criteria	Weighting Factor	Completion Date
12.	Written Acknowledgement of Subcontractor/Vendor Onboarding Process Completion	Written Acknowledgement of Subcontractor/Vendor Onboarding Process Completion includes evidence of completion and has been Approved by County	5%	1/3/2019
13.	Transition-In Progress Reporting Dashboard	Transition-In Progress Reporting Dashboard incorporates, and is consistent with, County-provided input, and has been Approved by County	4%	12/17/2018
14.	Tools Review and Configuration Recommendations	Tools Review and Configuration Recommendations have been provided to, and Approved, by County	1%	1/24/2019
15.	Knowledge Capture Systems	Knowledge Capture Systems incorporate, and are consistent with, County-provided input, and have been Approved by County	3%	12/24/2018
16.	Operational and SLR Reports	Operational and SLR Reports incorporate, and are consistent with, County-provided input, and have been Approved by County	2%	2/26/2019
17.	Chargeback and Invoice System	Chargeback and Invoice System incorporates, and is consistent with, County-provided input, and has been Approved by County	2%	2/15/2019
18.	Processes and Procedures Manual	Processes and Procedures Manual incorporates, and is consistent with, County-provided input, and has been Approved by County	4%	1/17/2019
19.	Final Wall to Wall Asset Inventory	Final Wall to Wall Asset Inventory has been provided to, and Approved by, County	5%	5/10/2019
20.	Written Acknowledgement of Steady State Team Onboarding Completion	Written Acknowledgement of Steady State Team Onboarding Completion includes evidence of completion and has been Approved by County	4%	4/16/2019
21.	Written Acknowledgement of Converged Network Services Readiness	Written Acknowledgement of Converged Network Services Readiness includes evidence of readiness and has been Approved by County	10%	3/13/2019
22.	Written Acknowledgement of Voice Communication Services Readiness	Written Acknowledgement of Voice Communication Services Readiness includes evidence of readiness and has been Approved by County	10%	9/6/2019
23.	Written Acknowledgement of Security Operations Center Services Readiness	Written Acknowledgement of Security Operations Center Services Readiness includes evidence of readiness and has been Approved by County	10%	3/15/2019
24.	Final Disaster Recovery Requirements and Written Acknowledgement of Disaster Recovery Readiness	Final Disaster Recovery Requirements incorporate, and are consistent with, County-provided input, and have been Approved by County and Written Acknowledgement of Disaster Recovery Readiness includes evidence of readiness and has been Approved by County	1%	4/12/2019
25.	County Approval of Voice Core Build Out, Test, and Validation Complete	Voice Core Acceptance Test Complete and Approved by County	3%	4/12/2019
26.	Security Assessment	Security Assessment Complete and Delivered to the County	3%	7/12/2019
27.	Network Assessment	Network Assessment Complete and Delivered to the County	3%	7/19/2019
28.	█████ Based UC Design and Implementation Plan	Delivery of █████ UC Design and Implementation Plan	1%	12/13/2019
29.	█████ Based UC Functionality	All █████ Based UC Functionality Implemented	1%	3/20/2020



EXHIBIT X (DEFINITIONS) – REVISION 1

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) of 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] County Location”** means a County Location or campus of County Locations where more than [REDACTED] Authorized Users work.
- (B) **“[REDACTED] County Location”** means a County Location or campus of County Locations where at least [REDACTED] and up to [REDACTED] Authorized Users work.
- (C) **“[REDACTED] County Location”** means a County Location or campus of County Locations where fewer than [REDACTED] Authorized Users work. [REDACTED] County Locations do not include home offices.

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 “REDACTED” 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., [REDACTED], 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 standard phone handset 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.