**MAINTENANCE AND SUPPORT SERVICES**

## GENERAL

Capitalized terms used in this Attachment 6 (Maintenance and Support Services) without definition shall have the meanings given to such terms in the body of the Contract.

Contractor shall provide Maintenance and Support Services in accordance with the requirements set forth in the Statement of Work (SOW) of the Contract and this Attachment 6, Maintenance and Support Services include Maintenance Services and Support Services, both as more fully described below.

Maintenance and Support Services shall commence in accordance with the provisions set forth in Paragraph 11.0, Provide Maintenance and Support, of the SOW and shall continue for the term of the Contract, if so elected by the County of Los Angeles (County). Contractor shall support all System Software components (including, without limitation, Contractor-provided Third-Party Software) of its most current architecture and its most current software versions, including the two most recent software versions, for the term of the Contract.

Contractor shall provide Maintenance and Support Services for the System Software from Contractor’s business premises and/or from the County facilities as necessary to fulfill its obligations under the Contract. Authorized County staff may submit a request for Maintenance Services and/or Support Services via e-mail or telephone. Maintenance Services shall include Contractor performing the tasks outlined below.

When providing a quote for custom programming, the Contractor shall also provide a quote for additional Maintenance and Support costs, if any, related to the proposed custom programming.

## MAINTENANCE SERVICES

Contractor shall provide Maintenance Services for the System as described in this Attachment 6 and in the SOW generally (collectively, "Maintenance Services"). As part of its Maintenance Services, Contractor shall provide ongoing maintenance in respect of the System Software and Updates to the System Software.

* 1. **UPDATES**

Contractor, at no additional cost to the County beyond the Maintenance Fees set forth in Section 4, Maintenance and Support, of Exhibit B, Pricing Schedule, shall provide Updates to System Software to keep current with County technology and industry standards, supplemental software, and applicable third-party software upgrades, enhancements, updates, patches, bug fixes, etc. in accordance with this Attachment 6. In the event, the County elects to replace any County-managed software, Contractor's responsibility for providing Updates and/or programming modifications to System Software for the purpose of reestablishing compatibility with the new County-managed software shall be limited to 40 hours per year. Any Updates and/or programming modifications provided for such purpose above and beyond the allocated 40 hours per year shall be provided by the Contractor upon the County’s approval using Pool Dollars in accordance with Paragraph 11, Provide Maintenance and Support.

Without limiting the other provisions of the Contract including, without limitation, this Attachment 6, such Updates shall be provided to the County as soon as they’re available unless otherwise agreed by the County and Contractor. Contractor shall offer to the County Updates and all documentation related thereto promptly after the creation thereof.

Contractor shall notify and coordinate with the County for all Updates. The Contractor shall not install any Updates without the written consent of the County. Without limiting Section I (General) of this Attachment IV, installation of each Update shall be subject to prior written approval of the County's Project Manager. Contractor's provision and installation of such Updates to the System Software shall be at no additional cost to the County beyond the Maintenance Fees. Any Updates necessary to remedy security problems in the System Software (e.g., closing “back doors” or other intrusion-related problems), whether identified by the Contractor, the County or a third-party, shall be provided to the County within five calendar days of Contractor’s knowledge of the existence of such security problems, except with zero day patches where the patch shall be released to the TTC the same day unless agreed to otherwise.

In the event it is determined that any required Update is not compatible with the System Software, Contractor shall provide the County with a workaround to protect the integrity and security of the System Software until such time as the Deficiency is corrected.

* 1. **NON-REQUESTED UPDATES**

The Contractor shall provide 180 days notice for any software updates.

The Contractor shall provide documentation on all changes and affected functions in the System.

The following will be provided to the County at no additional fees or charges:

* + - * Testing environment
			* Test Plan approved by the County

The Contractor shall successfully complete User Acceptance Testing based on the Test Plan prior to implementing the update in Training and Production environments.

The Contractor shall fix any issues discovered during testing at no additional charge to the County.

## SUPPORT SERVICES

Contractor shall provide Support Services for the System as described in this Attachment 6 and this Contract generally (collectively, "Support Services"). As part of its Support Services, Contractor shall provide operational support for the System during the support hours from 6:00 a.m. to 7:00 p.m. Pacific Time, Monday through Friday, and as needed, on holidays and weekends, which shall include, without limitation, providing a point of contact for all System problems by maintaining a service desk and on site System Software Support. Such operational support shall include Support Services to correct any failure of the application software and to remedy Deficiencies (collectively, “Correction of Deficiencies”), such that the System Software operates in accordance with Specifications and the functional requirements including, without limitation, response times.

### **IDENTIFICATION OF DEFICIENCIES**

Upon occurrence of a Deficiency, the County shall report the Deficiency to the Contractor’s help desk for resolution in accordance with Schedule D.1, Incident Tracking.

The severity level of the Deficiency shall be assigned by the County in its sole discretion. Based on Contractor’s proposed solution and/or workaround(s) for the Deficiency, the County may, in its sole discretion, reevaluate and, if it so chooses, escalate or downgrade the severity level of the Deficiency pursuant to Section III (Severity Level Adjustment) of Schedule D.2, Performance Requirements Summary/Correction of Deficiencies.

### **CORRECTION OF DEFICIENCIES**

Contractor shall resolve each deficiency reported hereunder in accordance with the time frames specified in Schedule D.2, Performance Requirements Summary/Correction of Deficiencies, for such Deficiency's severity level, as escalated or downgraded in accordance with Section III, Severity Level Adjustment, of Schedule D.2, Performance Requirements Summary/Correction of Deficiencies, if applicable. The time in which Contractor must resolve each Deficiency for the purpose of Schedule D.2, Performance Requirements Summary/Correction of Deficiencies, shall start tolling when the County notifies Contractor of such Deficiency by telephone or otherwise, including Contractor’s Incident Tracking System as more fully described in Schedule D.1, and shall end upon resolution of said Deficiency. The actual resolution time for Deficiency solving shall not exceed the maximum resolution times set forth in Section I, Problem Correction Priority, of Schedule D.2, Performance Requirements Summary/Correction of Deficiencies.

If Contractor recommends an upgrade, repair, or replacement of any component of the System environment in order to remedy a response time Deficiency, the County shall make such upgrade, repair, or replacement in accordance with Contractor’s recommendation. The cost of such System alteration shall be incurred in accordance with the SOW. In any event, if the Deficiency is not solved by such System alteration, Contractor shall reimburse the County for any and all amounts expended by the County based upon Contractor's recommended System alteration.

### **SYSTEM PERFORMANCE REQUIREMENTS**

For purposes of this Attachment 6 and the Contract generally, the System's failure to meet the System Performance Requirements set forth in Schedule D.2, Performance Requirements Summary/Correction of Deficiencies, constitutes a Deficiency (collectively, "Response Time Deficiency"). In accordance with the Schedule D.2, Contractor shall correct all Response Time Deficiencies.

The County, from time to time, may request that Contractor evaluate and report System performance relative to the agreed upon System Performance Requirements set forth in Schedule D.2, Performance Requirements Summary/Correction of Deficiencies. Contractor shall so evaluate and report on the performance status in accordance with a monitoring plan mutually agreed upon between the County's Project Manager and Contractor's Project Manager in connection with the County's request.

On a monthly basis, the Contractor shall provide the County with a report of both resolved and outstanding System issues. This shall include, at a minimum, a brief description of the problem, the date the problem was reported, the date the problem was resolved (unless outstanding), and the current status.

### **REMOTE SUPPORT**

When Contractor requires connection to the Treasurer and Tax Collector (TTC) system and/or any other County system remotely, Contractor shall adhere to the TTC’s remote support policy which requires connection to the TTC network via a secure Virtual Private Network (VPN) Web portal provided by the TTC. Any client software required for this VPN Web portal must be installed on Contractor’s support personnel workstations to allow secure connections.

**SCHEDULE D.1 – INCIDENT TRACKING**

1) INTRODUCTION

Contractor shall implement and maintain an automated Incident Tracking System (ITS), which shall be used to record and respond to Deficiencies identified by the County to Contractor. Contractor shall provide secured access to an Internet Website to allow County access 24 hours a day seven days a week to report problems, report incidents/request services, monitor progress on unresolved incident report/request, access knowledgebase database, and generate reports. The automated ITS maintained by the Contractor shall include, at a minimum, the following data entry fields:

a) Identification Number: Each incident reported shall be automatically assigned a unique identification number, which shall be used to track, document, and or respond to queries regarding activities relating to a specific service request;

b) Date and Time: Each incident reported shall include the date and time the service request was first initiated, which shall be used to document and/or monitor response time;

c) Contact Person: Each incident reported shall include the name, title, and telephone number of the person initiating the service request, who shall be used as the point of contact for inquiries regarding the request;

d) Service Description: Each incident reported shall include a detailed description of the problem encountered, which shall be used to investigate, reproduce, verify, and resolve the problem encountered;

e) Service type: Each incident reported will be assigned a Severity Level I, II, or III designation, according to Schedule D.2, Performance Requirements/Correction of Deficiencies, which shall be used in determining the applicable Resolution Time;

f) Capability to attach supporting documentation (e.g., screen prints, report samples, etc.); and

g) Resolution Status and estimated date of resolution.

2) COUNTY RESPONSIBILITIES

a) The County shall identify County staff authorized to access and initiate online incident reports/service requests via Contractor’s automated ITS.

b) The County shall be responsible for determining the Severity Level assigned to each incident of Deficiency discovered by the County.

c) The County shall be responsible for follow-up and initiating incident reports via the automated ITS.

d) The County shall be responsible for confirming that an online ITS incident report/service request has been complete.

3) CONTRACTOR RESPONSIBILITIES

a) Contractor shall notify the County of any and all discovered Deficiencies.

b) Contractor shall respond to all new service requests from the County according to the timelines listed in Schedule D.2, Performance Requirements Summary/Correction of Deficiencies.

c) Contractor shall provide a monthly report of all open ITS items and all ITS items that were resolved within that month.

**SCHEDULE D.2 - PERFORMANCE REQUIREMENTS SUMMARY/CORRECTION OF DEFICIENCIES**

1. INTRODUCTION

This Performance Requirements Summary defines the Performance Requirements in terms of Response Time and Problem Resolution Time for reported issues where the minimum acceptable system performance level is deemed Deficient (Deficiency), requiring corrective action by the Contractor. The County expects a high standard of performance for the required services. The County of Los Angeles (County) will work with the Contractor to resolve any areas of deficiency brought to the attention of the County by the Contractor before the allowable deviation from the minimum acceptable performance level occurs. However, Contractor is expected to comply with all terms of this Agreement, not just the specific Performance Requirements set forth herein.

1. CORRECTIVE ACTION

Contractor shall meet the Performance Requirements listed in Section 3 of this Schedule D.2. Contractor shall notify the County of any failures or degradations in the Performance Levels immediately upon Contractor’s becoming aware of any such failure or degradation. Notwithstanding Contractor’s obligation to continue to perform as required under the terms of this Agreement and County’s remedies set forth in this Schedule D.2, in the event of a Deficiency, Contractor shall use best efforts to determine the cause of the Deficiency and to correct the problem as specified in Section 3 of this Schedule D.2.

1. PERFORMANCE REQUIREMENTS

County shall assign one of the following Severity Levels to each County Deficiency incident submitted to the Contractor in accordance with Schedule D.1, Incident Tracking:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Severity Level | Severity Indicator | Nature of Deficiency | ResponseTime Goal | Problem ResolutionTime Frame |
| I | CriticalProblem | Problem is stopping Production Use. | System Software 30 minutesSystem Hardware 1 hour (if applicable) | System Software 4 hoursSystem Hardware 4 hours (if applicable) |
| II | Urgent Problem | Problem is deterring Users from meeting schedules or is increasing time to complete normal business activities. | System Software 30 minutesSystem Hardware 1 hour (if applicable) | System Software 6 hoursSystem Hardware 8 hours (if applicable) |
| III | Minor Problem | Inconsistencies or irregularities that cause inconvenience. | System Software 30 minutesSystem Hardware 1 hour (if applicable) | System Software 6 hoursSystem Hardware 8 hours (if applicable) |
| IV | Issue | Issues involving training, environment issues, assistance with ending data reports, or to schedule future software upgrades. | System Software 30 minutesSystem Hardware 1 hour (if applicable) | Within 15 working days or such other period as agreed to between the County’s Project Director and the Contractor’s Project Director. |

1. PROBLEM RESOLUTION PROCESS
	1. Severity Level I:
		1. Contractor shall provide the best level of effort to correct any Deficiency as specified in Schedule D.1, Incident Tracking. If a Deficiency cannot be corrected within the Maximum Resolution Time specified above, Contractor shall communicate with the County's Project Manager and provide an estimated time for completing the correction. The parties will jointly cooperate during this period of time.
		2. In the event the Deficiency cannot be corrected within the estimated time, Contractor shall immediately notify the County's Project Manager and the parties will work together to define an updated estimate for the time needed for correction.
		3. This process will be repeated until the correction is approved by the County's Project Manager, upon which approval, County's Project Manager will notify the County’s Project Director.
		4. The County may impose Failure to Perform Assessments in accordance with Section 6, Failure to Perform Assessments, of this Schedule D.2, if the Deficiency is not resolved within the Maximum Resolution Time allocated therefore.
	2. Severity Level II:
		1. Contractor shall provide the best level of effort to correct any Deficiency as specified in Schedule D.1, Incident Tracking. If the Deficiency cannot be corrected within the Maximum Resolution Time specified above, Contractor shall communicate with the County's Project Manager and provide an estimated time for completing the correction. The parties will jointly cooperate during this period of time.
		2. In the event the Deficiency cannot be corrected within the estimated time, Contractor shall immediately notify the County's Project Manager and the parties will work together to define an updated estimate for the time needed for correction.
		3. This process will be repeated until the correction is approved by the County's Project Manager, upon which approval the County's Project Manager will notify the County’s Project Director.
		4. The County may impose Failure to Perform Assessments in accordance with Section 6, Failure to Perform Assessments, of this Schedule D.2, if the Deficiency is not resolved within the Maximum Resolution Time allocated therefore.
	3. Severity Level III:
		1. Contractor shall provide the best level of effort to correct any Deficiency as specified in Schedule D.1, Incident Tracking. If the Deficiency cannot be corrected within the Maximum Resolution Time specified above, Contractor shall communicate with the County's Project Manager and provide an estimated time for completing the correction. The parties will jointly cooperate during this period of time.
		2. In the event the Deficiency cannot be corrected within the estimated time, Contractor shall immediately notify the County's Project Manager and the parties will work together to define an updated estimate for the time needed for correction.
		3. This process will be repeated until the correction is approved by the County's Project Manager, upon which approval the County's Project Manager will notify the County’s Project Director.
		4. The County may impose Failure to Perform Assessments in accordance with Section 6, Failure to Perform Assessments, of this Schedule D.2, if the Deficiency is not resolved within the Maximum Resolution Time allocated therefore.
	4. Severity Level IV:
		1. Contractor shall, upon identification or notification by the County's Project Manager, correct any Severity Level IV Deficiency(ies) within 15 working days, unless otherwise agreed to between the County’s Project Director and Contractor’s Project Director.
		2. The County may impose Failure to Perform Assessments in accordance with Section 6, Failure to Perform Assessments, of this Schedule D.2, if the Deficiency is not resolved within the Maximum Resolution Time allocated therefore.
2. SEVERITY LEVEL ADJUSTMENT

The County, in its sole discretion, may escalate or downgrade a Severity Level of a Deficiency if the Deficiency meets the definition of the Severity Level as escalated or downgraded. At the time the Deficiency is escalated or downgraded, an appropriate timeline will be applied for resolution of such Deficiency in accordance with Section 3, Performance Requirements, of this Schedule D.2.

1. FAILURE TO PERFORM ASSESSMENTS
	1. General:

“Failure to Perform Assessments” shall be imposed for Contractor’s failure to timely resolve Deficiencies in accordance with Section 1, Problem Correction Priority, based on the following frequency:

* Any Severity Level I Deficiency
* Any Severity Level II Deficiency
* The occurrence of three or more Severity Level III Deficiencies in any single calendar month.
* The occurrence of three or more Severity Level IV Deficiencies in any single calendar month (unless otherwise agreed to by the respective Project Directors).
	1. Severity Level I, II, and III Deficiencies:

Without limiting any other rights and remedies available to the County, either pursuant to this Agreement, by law, or in equity, the County shall be entitled to Failure to Perform Assessments in the event that Contractor fails to correct a Deficiency within the timeframes set forth in Section 3, Performance Requirements, and within the frequency as set forth in Section 6, Failure to Perform Assessments, of this Schedule D.2. Failure to Perform Assessments shall not be imposed for downtime occurring during mutually agreed upon scheduled shutdown of the System Hardware, System Software, or Application Software for preventive maintenance or Response Time testing. Failure to Perform Assessments additionally shall not be issued for Downtime resulting from use of the Application Software by the County other than as instructed by the Contractor.

* 1. Imposition of Failure to Perform Assessments:
		1. If Contractor fails to correct any Deficiency within the timeframes and frequency set forth in this Schedule D.2, then in each instance the County may, in its sole discretion, assess Failure to Perform Assessments calculated as set forth below:
			1. For each Severity Level I Deficiency, a Failure to Perform Assessment equal to $500 per day will be imposed for each day a Severity Level I Deficiency continues beyond the Problem Resolution Time Frame allowed in Section 3 of this Schedule D.2.
			2. For each Severity Level II Deficiency, a Failure to Perform Assessment equal to $300 per day will be imposed for each day one a Severity Level II Deficiency continues beyond the Problem Resolution Time Frame allowed in Section 3 of this Schedule D.2.

The amount of time elapsed for the calculation of Downtime Credits will be determined by the timestamp or other evidence issued by the ITS referenced in Schedule D.1 at such time as a service request is sent by the County to Contractor.

* + - 1. If during any calendar month, three or more Severity Level III Deficiencies are not resolved within the Problem Resolution Time Frame allowed in Section 3 of this Schedule D.2, a Failure to Perform Assessment equal to $500 will be imposed.
			2. If during any calendar month, three or more Severity Level IV Deficiencies are not resolved within the Problem Resolution Time Frame allowed in Section 3 of this Schedule D.2, a Failure to Perform Assessment equal to $300 will be imposed.
		1. The cumulative total of all Failure to Perform Assessments accruing during any one calendar month shall not exceed the average monthly Maintenance Fees payable by the County to Contractor.
		2. Notwithstanding anything to the contrary set forth in this Schedule D.2, the body of Exhibit D, Maintenance and Support Services or other Schedules thereto, any Failure to Perform Assessments imposed by the County as a result of a Deficiency shall be based upon the County’s escalated or downgraded Severity Level, if applicable, assigned to such Deficiency in accordance with Section 5, Severity Level Adjustment, of this Schedule D.2.
		3. Any imposed Failure to Perform Assessments shall be billed by the County and payable by the Contractor within 45 days.