Problem Resolution Report

CoSD Contract No. 554833
Service Level Updates
Perspecta/CoSD 079

Date: August 28, 2020

Summary:

In accordance with the provisions of the IT and Telecommunications Service Agreement No. 554833 (the "Agreement") by and between the County of San Diego ("County") and Perspecta Enterprise Solutions LLC, a Perspecta company ("Perspecta" or "Contractor" and hereinafter collectively referred to as "the Parties"), agreement is reached on the Effective Date shown below.

Issue or Problem:

The Parties seek to:

1. Modify performance targets for Service Level (SL) 47 Server Availability;
2. Add language to address calculation in low volume conditions;
3. Extend the interim criteria established for SL 53 – Application Response Time through September 2020; and
4. Document the agreed upon Service Level Process Guidelines.

Resolution:

1. The Parties agree to modify SL 47 Server Availability, effective July 2020, to provide for incremental improvement of SL Performance over a 12-month period. Section 10.12 of Schedule 4.8 Service Levels is revised as follows:

Service Level	The percentage of time that the server is available		
Service Level ID	47		
Definition	The percentage of time that the system is available for business operations.		
Service Measure	**Performance Target**	**SL Performance (%)**	**SL Earnback**
Availability	24/7	99.5% - 99.8% per production Server per Step Reduction Schedule Table 95% per test Server 95% per utility Server	99.9% per production Server 97.5% per test Server 97.5% per utility Server
Formula	Availability (%) = 100% — Unavailability (%) Where Unavailability is defined as: (Sum of Outage Duration x 100%)/((Schedule Time — (Planned Outage)) Use the Step Reduction Schedule Table to determine the applicable Fee Reduction percentage and subsequently calculate the Fee Reduction amount for a given month. Determine the Fee Reduction percentage based on sum		

total of Servers that missed the SL Performance and 6-month interval in which given month occurs. For example, in January 2021, four servers missed the SL Performance. Since January 2021 is in the 'Months 7-12' interval, a 25% Fee Reduction percentage applies for calculating the Fee Reduction amount.

Step Reduction Schedule Table

Step	Sum Total of Servers that Missed SL Performance	*Months 1-6 Fee Reduction 99.5% per Production Server	**Months 7-12 Fee Reduction 99.8% per Production Server	***Months 13+ Fee Reduction 99.8% per Production Server
0	0 to 3	0%	0%	25%****
1	4 to 6	25%	25%	50%
2	7 to 9	50%	50%	75%
3	10+	100%	100%	100%

*July – December 2020
** January – June 2021
*** July 2021 and after
**** One server miss at 0%, 2 or 3 server miss are at 25%

For clarity, unplanned outage time shall not be accrued if the server is part of a high availability system/cluster, where the service provided by the server system/cluster remains available.

Utility Servers exist in the environment to optimize support capabilities. No County traffic passes through these servers and they have no direct impact on access, availability, or performance of County users or data. Utility Servers provide:

- Redundant Accessibility
- Administration of Services
- Administration of Cyber Security and Compliance
- Command Line Interfaces for Administration of ESXi

As of 08/10/2020, there are nine utility servers: USSDSCOSD780, USSDSCOSD781, USPLSCOSD105, USTLSCOSD105, USSDGACSD0001, USTLPACSD0001, USPLVUCSD025, USTLVUCSD050, and USTLPOCSD0012.

Measurement Interval	Monthly
Reporting Period	Monthly

	Tool supplied by the Contractor automatically records date and time stamps for each activity within a process, including uptime and downtime data.

2. The Parties agree to establish a process to address low volume conditions, effective June, 2020, that may arise in event-based SLs. Schedule 16.8 Fee Reductions is revised with the addition of a new section as follows:

Section 2.10 Low Volume Condition

2.10.1 A low volume condition exists where a single failure of an event-based measurement results in the measurement failing. The intent is to address the inadvertent creation of a perfection measurement when perfection is not the committed target.

For those SLs where there is insufficient volume in one Measurement Period such that a single Performance Target miss would cause SL Failure, that volume will be carried forward and accumulated for the next Measurement Period(s) volume on a rolling basis for that SL, until sufficient volume exists to allow for at least a single Performance Target miss without triggering SL Failure. Once that volume is reached, the SL is measured based on the accumulated volume and reported in the Measurement Period in which sufficient volume was reached. As assurance that low volume does not sacrifice SL performance, more than one failed Performance Target miss in the same Measurement Period, or in multiple Periods before the sufficient volume is reached, triggers SL Failure.

Example 1: Seven (7) out of the eight (8) incidents resolved in current month met the target resulting in SL Measurement of 87.5% (7 ÷ 8) against a target of 90%. However, since a single missed incident would cause the SL Failure, the volume rolls to next month and there is no Fee Reduction in current month. The two (2) incidents resolved in next month met the target. The accumulated volume for next month is 10 (8 from current month + 2 from next month) which is sufficient volume to allow for a single missed incident without triggering SL Failure (9 ÷ 10 = 90%). The SL Measurement for next month is 90% (9 ÷ 10), which meets the target. The accumulated volume is reset the subsequent month.

Example 2: Six (6) out of the eight (8) incidents resolved in current month met the target resulting in SL Measurement of 75% (6 ÷ 8) against a target of 90%. Since there are two failed incidents prior to reaching sufficient volume, SL Failure applies in current month and Fee Reduction is applied. The accumulated volume is reset the subsequent month.

Example 3: Seven (7) out of the eight (8) incidents resolved in current month met the target resulting in SL Measurement of 87.5% (7 ÷ 8) against a target of 90%. However, since a single missed incident would cause the SL Failure, the volume rolls to next month and there is no Fee Reduction in current month. The one (1) incident resolved in next month did not meet the target. The accumulated volume for next month is 9 (8 from current month + 1 from next month), which is still insufficient volume to allow for a single missed incident without triggering SL Failure (8 ÷ 9 = 89%). However, since

there are two failed incidents prior to reaching sufficient volume, SL Failure applies in next month and a Fee Reduction is applied. The accumulated volume resets the subsequent month.

2.10.2 With regard to Multiple SL Failures, only those Measurement Periods in which sufficient volumes are reached will be considered as Consecutive Month(s). For example, if previous month resulted in SL Failure the current month results in a roll over due to low volume, and then the next month results in SL Failure, the next month is considered the Consecutive Month for Multiple SL Failures.

2.10.3 With regard to Earnback of SL Related Fee Reduction, the earn back window for the over-achievement earn back will be extended by the number of months without an SL calculation due to low volume.

3. Interim SL 53-1 Application Response Time, which was established for SL 53 Application Response Time, is amended with addition of December 2019 – September 2020 targets per table below.

	Dec 2018	Jan 2019	Feb 2019	Mar 2019	Apr 2019	May 2019	Jun 2019	Jul 2019	Aug 2019 – Sep 2020
Metric 1 – How many 'deep dive' 4-Ups and associated Corrective Action Plans (CAP) are completed each month.	3	3	3	3	4	4	4	4	5
Metric 2 – How many Applications have been resolved or a Budgetary Estimate provided as a necessary step to improve performance.	2	2	2	2	3	3	3	3	4

- Monthly performance targets reflect analytic activities completed within the month (i.e., there is no carryover from one month to the next)
- CAP will contain specific recommendation to correct response time issue per application with sufficient detail for County Technology Office (CTO) and Application owner to execute next steps, including estimated timeframe and Contractor level of effort.
- 4-Ups will include, at a minimum, for applications designated for review each month:
    - Selection criteria and relevant Service Level data

- Preliminary observations about the Service Level data
- Analysis results
- Recommendations and status and/or final disposition

- Contractor will alert the CTO in advance as to the Applications which will be in scope for each month
- Contractor will schedule a review with CTO after the close of each month to present four-ups and review overall progress.

4. The XF.003.011Service Level Management Procedure will be revised to include Low Volume Condition with regard to SL measurement and to reference the agreed upon Service Level Process Guidelines as per Attachment 1 to this PRR.

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The resolution of the issue or Problem as described in this Problem Resolution Report shall govern the Parties' actions under the Agreement until a formal amendment of the Agreement is implemented in accordance with the terms of the Agreement, at which time this Problem Resolution Report shall be deemed superseded and shall be null and void.

All other terms and conditions of the Agreement remain unchanged and the Parties agree that such terms and conditions set forth in the Agreement shall continue to apply. Unless otherwise indicated, the terms used herein shall have the same meaning as those given in the Agreement.**IN WITNESS WHEREOF**, The Parties hereto, intending to be legally bound, have executed by their authorized representatives and delivered this Problem Resolution Report as of the date first written above.

COUNTY OF SAN DIEGO		**PERSPECTA ENTERPRISE SOLUTIONS LLC**	
By:		By:	
Name:	John M. Pellegrino	Name:	Max Pinna
Title:	Director, Department of Purchasing and Contracting	Title:	Manager, Contracts
Date:		Date:	August 28, 2020

SL Review Procedure

Step	Timing	Process Step	Responsible Party
1	15th of month	a. Deliver Service Level (SL) Summary Report and Exception Reports to County. • Percentage reported on SL Summary Report and application of Fee Reductions assumes acceptance of "pre-approved" (outlined in PnP) and requested exceptions. • Exception Reports must include both "pre-approved" (outlined in PnP) and requested exceptions. • Exception Reports must provide detailed justification for the exceptions listed to facilitate an efficient review process (e.g., if a power outage impacts server ability, specific location info must be provided to show facility is outside ITO responsibility) • SL 47, 51, and 53 – These exception reports allow for CTO inputs (i.e. document disapproval reason).	Perspecta
2	15th of month	a. Distribute SL Summary Report to County SL Owners along with deadline to provide feedback within +2 weeks.	CTO – Contracts
3	+2 weeks	a. Review SLs and document findings within the +2 weeks period: i. **Approve SL % reported by Perspecta** – update SL Tracking List with pass or fail, whichever is applicable. In the "Comments" field, document that findings match Perspecta SL Summary Report. No further action required. ii. **Disapprove SL % reported and/or exceptions:** 1. Update SL Tracking List with pass or fail, whichever is applicable. In the "Comments" field, document findings and justification for disapproval. For SL 47, 51, and 53, document findings and justification in the exception report. 2. Communicate findings with Perspecta SL Owner, discuss additional information pertinent to exception requests. 3. At the close of the +2 week period, document status or final outcome in SL Tracking List so that CTO - Contracts will have up-to-date information for Step 3b. b. CTO – Contracts will review the SL Tracking List for any outstanding items and add to the Service Levels - Pending Final Status List, which is shared with Perspecta, primarily Eric Luetters and Max Pinna.	County SL Owners, CTO – Contracts

Step	Timing	Process Step	Responsible Party
4	+2 weeks	a. Continue to work with County SL Owner toward resolution. If unable to come to resolution regarding SL % reported and/or exceptions within the +2 weeks period, notify Eric Luetters and Max Pinna for escalation. b. Eric Luetters and Max Pinna will update status in the Service Levels - Pending Final Status List and coordinate with CTO – Contracts for escalation to PRR Review Meeting.	Perspecta
5	+1 week	a. Conduct PRR Review Meeting with goal of reaching resolution. i. **If resolution is reached** – 1. County SL Owner documents outcome in the SL Tracking List. 2. CTO – Contracts documents outcome in Service Levels - Pending Final Status List and if applicable, work with ITO Billing to process withhold from invoice. b. **If resolution is not reached** – Escalate to CIO and Account Executive for resolution.	Perspecta CTO
6	+1 week	a. CIO and Account Executive will meet to determine final outcome. The outcome is considered final and not open to re-review unless directed by an audit being done on the County. b. CTO SL Owner documents outcome in the SL Tracking List. c. CTO – Contracts documents outcome in the Service Levels - Pending Final Status List and if applicable, work with ITO Billing to process withhold from invoice.	Mikel Haas & Cathy Varner

SL Review Timing Example

Month of Service	*Step 1 Perspecta delivers SL Summary Report and Exception Reports	Step 2 County distributes SL Summary Report	Step 3 County reviews SLs and provides feedback to Perspecta	Step 4 Perspecta & County continue to work toward resolution	**Step 5 Conduct PRR Review Meeting for unresolved SLs	Step 6 Determination of Final Outcome by CIO & Account Manager
Aug-20	9/15/2020	9/15/2020	9/15/2020 - 9/29/2020	9/29/2020 - 10/13/2020	10/13/2020 - 10/20/2020	10/20/2020 - 10/27/2020

*The monthly invoice, which includes SL Summary, is due on the 15th of the month; however, should this fall on a weekend or holiday, the delivery may get moved to the next business day.

**PRR Review is schedule every 1st, 3rd, and 5th Wednesday of the month so the timing for this particular step may vary