

**SERVICE ATTACHMENT 6  
TO THE  
MASTER SERVICE AGREEMENT  
MANAGED CARE SERVICES**

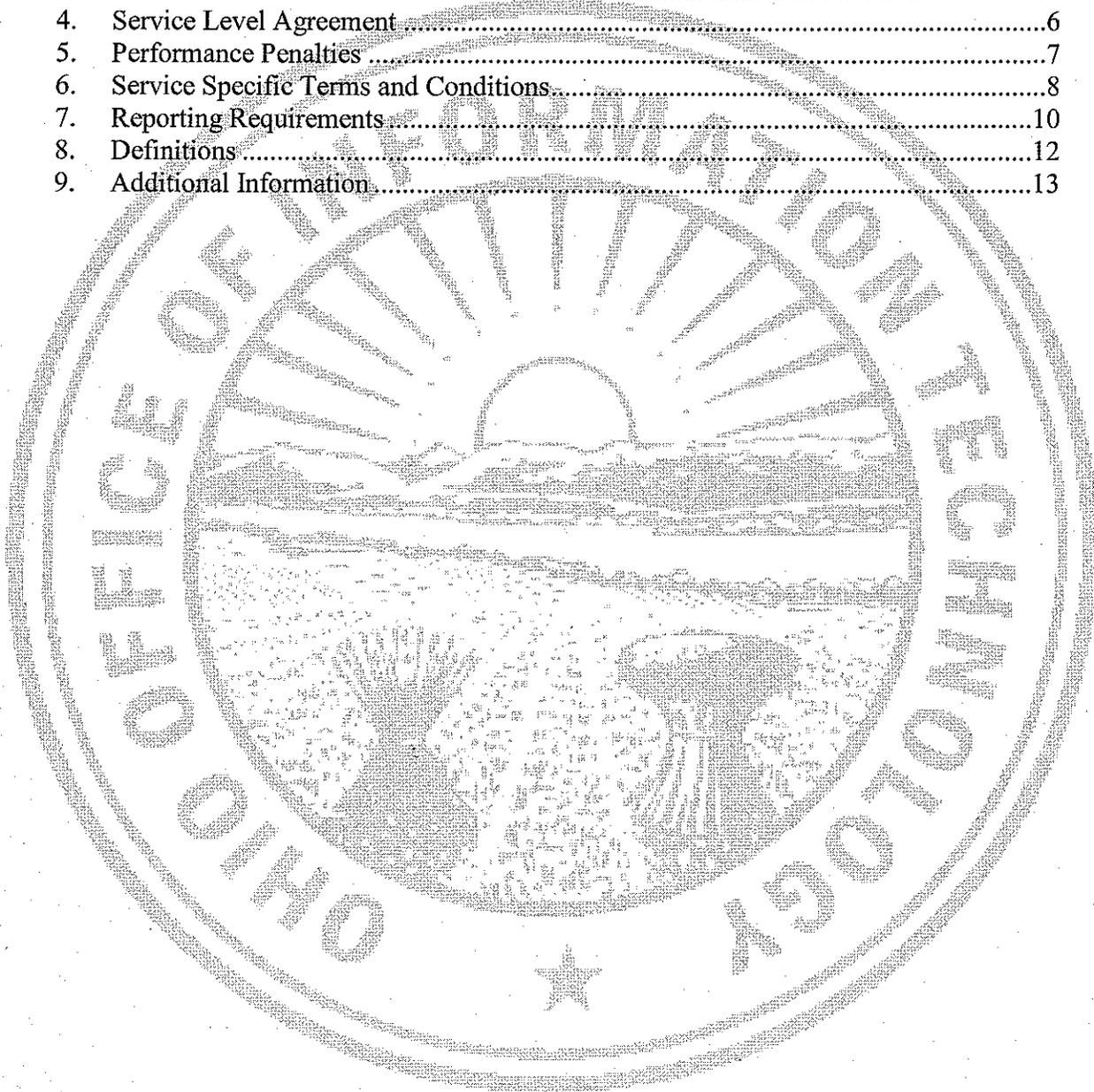
---



**SERVICE ATTACHMENT 6  
TO THE  
MASTER SERVICE AGREEMENT  
MANAGED CARE SERVICES**

**TABLE OF CONTENTS**

	Page
1. Description of Services.....	5
2. Standard Service Features.....	5
3. Fee Structure.....	6
4. Service Level Agreement.....	6
5. Performance Penalties.....	7
6. Service Specific Terms and Conditions.....	8
7. Reporting Requirements.....	10
8. Definitions.....	12
9. Additional Information.....	13



**SERVICE ATTACHMENT 6  
TO THE  
MASTER SERVICE AGREEMENT  
MANAGED CARE SERVICES**

**This Service Attachment** (the "Service Attachment") to the Master Service Agreement effective May 20, 2010, ("Agreement") is by and between the Office of Information Technology ("OIT"), an office within the Department of Administrative Services ("DAS"), on behalf of the State of Ohio (the "State"), and SBC Global Services, Inc. dba AT&T Global Services, on behalf of AT&T DataComm, Inc. ("AT&T" or "Vendor").

The State and Vendor are also referred to herein individually as a "Party" and collectively as the "Parties". Terms used but not defined herein have the meanings set forth in the Agreement.

**WHEREAS**, Vendor desires to provide to the State and the Subscribing Entity(s) certain Service described herein as "Managed Care Services" upon the terms and conditions set forth in the Agreement and such additional terms and conditions as set forth herein;

**WHEREAS**, the existing Managed Care Services which were purchased pursuant to Service Attachment 3 effective March 27, 2007 and Amendment to Service Attachment 3 effective July 24, 2009 to the Master Service Agreement effective December 7, 2006 shall now be provisioned pursuant to this Service Attachment and the Agreement;

**WHEREAS**, the Parties desire such terms and conditions be effective during the next biennium;

**WHEREAS**, the Parties agree this Service Attachment will not be renewable after the next biennium;

**WHEREAS**, the Parties desire to incorporate compliance with State Executive Order 2010-09S as modified and agreed upon by the Parties; and

**WHEREAS**, the Parties desire to execute this Service Attachment to the Agreement;

**NOW THEREFORE**, in accordance with the Agreement, and in consideration of the conditions and covenants contained herein, the Parties mutually agree as follows:

1. The addition of Service Attachment 6 -- Managed Care Services.
2. As of the July 1, 2011, Managed Care Services provided under Service Attachment 3 effective March 27, 2007 and Amendment to Service Attachment 3 effective July 24, 2009 to the Master Service Agreement effective December 7,

**SERVICE ATTACHMENT 6  
TO THE  
MASTER SERVICE AGREEMENT  
  
MANAGED CARE SERVICES**

2006 will be discontinued and shall be governed by the Master Service Agreement effective May 20, 2010 and this Service Attachment 6.

3. Terms and conditions provided under this Service Attachment will be effective during the next biennium that starts July 1, 2011 and ends June 30, 2013.
4. The Parties agree that Service Attachment 6 will not be renewable at the end of the next biennium ending June 30, 2013.
5. Section 9 incorporates compliance with State Executive Order 2010-09S.4
6. All other terms and conditions of the Master Service Agreement not otherwise supplemented and/or amended shall remain unchanged and in full force and effect.

This Service Attachment provides the Subscribing Entity(s) with the ability to purchase Managed Care Services for the following telecommunication services provided by AT&T:

- OPT-E-MAN and CSME Ethernet Services
- ROS InterLATA Ethernet Services
- The following services available under the SOMACS Agreement:
  - General Services – DS0 and DS1 circuits

The following additional information regarding the Managed Care Services described in this Service Attachment has been included in an Appendix located at the end of this document:

- Appendix 1 - Description of Managed Care Services
- Appendix 2 - Fee structure description
- Appendix 3 - Service Level Agreement (“SLA”) Description

Note: The language contained in the Appendices is intended to supplement the information contained in this Service Attachment and is not intended as additional Managed Care Service Terms and Conditions.

**SERVICE ATTACHMENT 6  
TO THE  
MASTER SERVICE AGREEMENT  
  
MANAGED CARE SERVICES**

## **1. Description of Services**

This section provides an overview of the Managed Care Services provided by AT&T under this Service Attachment.

The Managed Care Services provides the Subscribing Entity(s) with additional service features beyond what is provided as part of the standard telecommunication service offerings of the AT&T entities and the LEC's and IXC providing service pursuant to the SOMACS Contract. AT&T will provide these Managed Care Services through a network operations center named the Integrated Network Operations Center ("INOC").

## **2. Standard Service Features**

The INOC will provide the Subscribing Entity(s) with the following Managed Care Services in support of this Service Attachment. Please refer to Appendix 1 for a detailed description of each service provided by the INOC:

- **Help Desk** – A single point of contact for maintenance of services covered by this Service Attachment.
- **Testing** – Perform remote trouble testing and problem isolation.
- **Fault Management** – Remote or on-site problem resolution.
- **Inter-exchange and other Local Exchange Carrier Management** – Single point of contact for the management of telecommunication service providers whose services are covered by this Service Attachment.
- **Trouble Escalation** – Monitor trouble tickets to ensure SLA commitments are met.
- **Personnel** – AT&T will staff the INOC to ensure all SLA commitments are met.
- **AT&T Program Executive** – An AT&T single point of contact between the Parties.
- **Quality Improvement Process Management** – Responsible for SLA reporting and tracking of all service levels and credits.
- **Operations Guide** – AT&T and OIT mutually agreed to document all the details of the service aspects of the INOC. The Operations Guide between AT&T and OIT is a document created by ATT and approved by OIT Project Executive that documents all details of the service aspects of the INOC.
- **Customized Reporting** – The INOC will provide a suite of customized monthly reports detailing Service Level Performance and Penalties when appropriate.
- **Proactive Issuance of Credits on behalf of the Subscribing Entity** – AT&T will pay appropriate credits for service impacts to the Subscribing Entity for missed SLAs for services covered under this Service Attachment.

**SERVICE ATTACHMENT 6  
TO THE  
MASTER SERVICE AGREEMENT  
MANAGED CARE SERVICES**

### **3. Fee Structure**

This Section describes how the cost associated with the Managed Care Services for the telecommunication services covered under this Service Attachment are to be charged to the Subscribing Entity(s). The cost of the Managed Care Services has been already included as part of the Monthly Recurring Charge and there will be no additional charge to the Subscribing Entity(s). A cost allocation table which demonstrates the cost breakdown for the SOMACS services has been included in Appendix 2 of this Service Attachment.

If the State of Ohio requests on-site staffing after normal business hours as defined in Appendix 1 of this Agreement under Hours of Operation, prevailing AT&T Time & Material charges may apply for the positions involved, and will be quoted at time of request.

### **4. Service Level Agreement**

The following Service Level Agreements ("SLA's") are provided by AT&T for the Managed Care Services as defined herein:

- SLA 1 - Help Desk Call Answer
- SLA 2 - Mean-Time-To-Restore ("MTTR")
- SLA 3 - Network Availability
- SLA 4 - Maximum Duration
- SLA 5 - MARCS Performance Measurements
- SLA 6 - Ethernet Grade of Service Performance Measures

A detailed description of each SLA is located in Appendix 3.

Please note the following additional SLA information:

- Only SLA 2 – MTTR is related to a Performance Penalty as defined in the following section of this Service Attachment.
- The SLA performance standards stated in this Service Attachment supersede the specific tariff performance standards for the same services.

**SERVICE ATTACHMENT 6  
TO THE  
MASTER SERVICE AGREEMENT  
MANAGED CARE SERVICES**

## **5. Performance Penalties**

This section provides an overview of the Credits that are to be provided under this Service Attachment as Performance Penalties for General services. The amount of the Credits provided to the Subscribing Entity(s) is dependant on the Service Outage Type and the MTTR SLA performance results.

### **Service Outage Types**

Are defined as follows:

- **Extended Outages** – These are defined as follows:
  - Ethernet - 9 hours or more
  - General Services – 9 hours or more
- **Chronic Outages** – Are defined the same for all service types as any circuit that has three or more occurrences of the same network problem within one (1) calendar month.

### **MTTR SLA Performance Requirements**

If the MTTR for a given month exceeds the following performance requirements, then the Performance Penalties are doubled.

- Ethernet and General Services – Six (6) hours

### **Application of Credits**

The following text relates to the application of credits:

- Credits shall be given the month following the occurrence of the outage and will be applied against current charges.
- AT&T will initiate all credits as reported in the AT&T Monthly Performance Reports and OIT will have audit capability of this data.
- Any outages caused by the end-user or customer-provided equipment will be excluded.
- Each circuit will be eligible for only one (1) credit at the maximum level per month
- The total amount of credits distributed in a month will not exceed the amount of the total AT&T Managed Care Services fee collected by AT&T during any given calendar month.

### **Credit Amounts**

The following tables provide the credit amounts for the following service type and length of the outage:

- Ethernet and General SOMACS Services

**SERVICE ATTACHMENT 6  
TO THE  
MASTER SERVICE AGREEMENT  
MANAGED CARE SERVICES**

**Ethernet and General SOMACS Services Credit Amounts**

Length of Individual Circuit Outage	Ethernet Services		T1 Circuit		56K Circuit		MARCS Enhanced T1
	MTTR Monthly Average <= 6 Hrs	MTTR Monthly Average > 6 Hrs	MTTR Monthly Average <= 6 Hrs	MTTR Monthly Average > 6 Hrs	MTTR Monthly Average <= 6 Hrs	MTTR Monthly Average > 6 Hrs	
9.0 to 13 hrs	¼ MRC	½ MRC	¼ MRC	½ MRC	¼ MRC	½ MRC	\$12.00
13.1 to 24 hrs	½ MRC	MRC	½ MRC	MRC	½ MRC	MRC	\$23.00
Over 24 hrs & Chronic	MRC	2 MRC	MRC	2 MRC	MRC	2 MRC	\$45.00

**6. Service Specific Terms and Conditions**

This section contains the additional Terms and Conditions that are specific to the Managed Care Services described herein:

**Term**

The term of this Service Attachment starts July 1, 2011 and terminates at the end of the next biennium, June 30, 2013. This Service Attachment may not be renewed for any period of time after June 30, 2013.

**Termination of Service Attachment**

There are no early termination charges associated with the services outlined in this Service Attachment.

If the state elects not to renew this Service Attachment, AT&T and the state will mutually agree on a transition period for service supported under this Service Attachment to be a minimum period of ninety (90) days, unless a shorter time period is agreed to by both Parties. AT&T will utilize the transition period to vacate the State of Ohio premises and to transition the work activity to State of Ohio designated resources. The mutually agreed to transition period end date will be defined as the "Effective Termination Date". A&T will be compensated for services rendered as defined in the AT&T Master Service Agreement Section 7.1, with the exception of "Disconnection Charges".

**For Non-Performance**

AT&T performance will be measured and reported monthly for all Performance Measurement categories. Should AT&T fail to meet any two performance standards for a rolling 6-month period within the current twelve months, the State shall have the option to terminate this Service Attachment for cause.

The State may terminate this Service Attachment for cause by providing written notification to AT&T. AT&T will have 90 days after receipt of this notification to

**SERVICE ATTACHMENT 6  
TO THE  
MASTER SERVICE AGREEMENT  
MANAGED CARE SERVICES**

transition services and vacate State premises unless a shorter time period is agreed to by both Parties. The 91<sup>st</sup> day or the mutually agreed to transition period end date will be defined as the "Effective Termination Date".

**For Scope Change**

AT&T may initiate any of the following changes to this Service Attachment upon thirty (30) days written notice to the State if the scopes of services supported by this Service Attachment are reduced in such a way that is deemed by AT&T to no longer financially support the INOC services as provided: a) remove the on-site service center; b) restructure the service delivery model; or c) terminate this Service Attachment.

Following any termination for Scope Change initiated by AT&T, AT&T and the State will mutually agree on a transition period for services supported under this Service Attachment, to be up to a period of 90 days. The mutually agreed to transition period end date will be defined as the "Effective Termination Date". AT&T will utilize the transition period to vacate the State of Ohio premises and to transition the work activity to the State designated resources.

**Qwest**

The State acknowledges the responsibility to gain written agreement from Qwest Communications Corporation to extend the SOMACS contract and all Amendments and Addenda.

The amounts shown in Appendix 2 Compensation as "IXC Monthly Charges" is complete payment of Qwest Communications Corporation's OIT backbone cost as derived from the Backbone Monthly Recurring Charge in the SOMACS Contract.

AT&T will provide to Qwest compensation per the chart in Appendix 2 on a monthly basis.

**State Responsibilities**

The State shall be responsible for personnel safety, office support services such as janitorial services and physical security services reasonably required by AT&T to provide Managed Care Services during the term of this Service Attachment. The State shall provide AT&T personnel reasonable access to photocopying, but shall not be responsible for providing AT&T with telephones, personal computers or related equipment. The State shall be responsible for the physical security of its facilities.

**OIT Project Executive**

The State will provide an official point of contact for management of the INOC via the position of OIT Project Executive or his/her designee. The OIT Project Executive will be

**SERVICE ATTACHMENT 6  
TO THE  
MASTER SERVICE AGREEMENT  
MANAGED CARE SERVICES**

the state's liaison to the INOC responsible for the day-to-day operations and decision-making.

**Locations**

The INOC is located at the State of Ohio Computer Center ("SOCC"), 1320 Arthur E Adams Dr, Columbus Ohio.

AT&T has negotiated a lease space agreement for the SOCC location defined above with the Department of Administrative Services file number 6434, entitled "State of Ohio Lease". In the event that the lease space agreement expires without renewal while this Agreement is in effect, AT&T and the State will mutually agree to determine a viable space alternative for the INOC.

**7. Reporting Requirements**

This Section provides a description of the monthly reports to be provided by AT&T for the Managed Care Services described in this Service Attachment. For each of these categories, the following reports will be provided to the OIT Project Executive in an electronic format:

- Financial Reports
- Service Level Agreement Reports

**Financial Reports**

Will be comprised of the following sections, applicable only to SOMACS services.

- Bill At-A-Glance – Will provide the following information:
  - Previous Bill Amount
  - Payment Amount
  - Balance
  - Current Charges
  - Total Amount Due
  - Due Date

**SERVICE ATTACHMENT 6  
TO THE  
MASTER SERVICE AGREEMENT  
MANAGED CARE SERVICES**

- Billing Summary
  - Management Charges
  - Telecom Charges
- Detail of Billing Charges
  - Management Charges – Are comprised of the circuit count and amount, recapped by circuit type.
  - Recurring Charges
- Telecom Charges payable to Qwest
  - Recurring Charges – Are comprised of the circuit count and amount, recapped by circuit type.
  - Other Charges and Credits
- MAC and Repair
  - Credits for Service Outages and Chronic Circuits

**Service Level Agreement Reports**

Will be comprised of the following sections:

- Rolling 13 Month Summary Performance
- 13 Month Graphs
  - MTTR
  - % Tickets closed in 4 hours or less
  - Network Availability
  - Call Answer Statistics
  - Telephone Service Factor
- Administrative (“ADM”) ticket report – Report of any tickets removed from MTTR calculations for Administrative reasons: Force Majeure causes, Faulty Installation, Preventative Maintenance.
- Preventative Maintenance Center (“PMC”) Save Report—will identify any SOMACS service outages or degradation proactively detected and reported for resolution by AT&T’s network PMC.
- Chronic Credits
- Extended Outage Credits – General SOMACS Services
- MTTR
  - 13 Month Summary
  - Past Due Tickets
  - CPE Cause Code Tickets
  - Excluded Tickets
  - Productivity

**SERVICE ATTACHMENT 6  
TO THE  
MASTER SERVICE AGREEMENT  
MANAGED CARE SERVICES**

- Informational (“INF”) Tickets: Report of any tickets created for Informational purposes & removed from the MTTR. Examples include tickets created during agent training, duplicate tickets created on any report, and tickets on any circuits reported in error by the end user.

The details of these reports will be part of the Operations Guide referenced in this Service Attachment.

## **8. Definitions**

The definitions contained in this section have been organized into the following categories:

- General
- SLA
- Technical

### **General**

The following definitions provide additional information regarding the services described herein:

- **General Services** – the DS-1 and DS-0 SOMACS supporting all State Agencies, Boards & Commissions
- **Backbone Recovery** – Rate component required as part of the SOMACS agreement for transporting TDM services Statewide.
- **LEC** – A Local Exchange Company providing telecommunications services.
- **IXC** – an Interexchange Carrier providing interlata telecommunications services
- **Time & Material** - Charges applied to requests for on site coverage provided outside of the hours of coverage specified in Appendix 1 Help Desk Hours of Operation.
- **Performance Measurement** – Measurement objective based on a specific performance characteristics applicable to the service.
- **LATA** - Local Access and Transport Area, is a geographical and administrative area that is the responsibility of a Local Exchange Carrier (“LEC”).
- **IntraLATA** - Refers to a communication, data or voice, which does not cross a LATA boundary.
- **InterLATA** - Refers to communication, data or voice, from one LATA to another, which can be within a state or from state to state (interstate).

**SERVICE ATTACHMENT 6  
TO THE  
MASTER SERVICE AGREEMENT  
MANAGED CARE SERVICES**

**SLA**

The following definitions provide additional information specific to the SLA's described herein:

- **Latency** – In a network, latency, a synonym for delay, is an expression of how much time it takes for a packet of data to get from one designated point to another. In some usages latency is measured by sending a packet that is returned to the sender and the round-trip time is considered the latency.
- **Jitter** - Is the deviation in or displacement of some aspect of the pulses in a high-frequency digital signal. As the name suggests, jitter can be thought of as shaky pulses. The deviation can be in terms of amplitude, phase timing, or the width of the signal pulse.

**Technical**

The following definitions provide additional technical information regarding the services described herein:

- **DS0** - In T-carrier, a basic digital signaling rate of 64 kb/s, corresponding to the capacity of one voice-frequency-equivalent channel. *Note 1:* The DS0 rate forms the basis for the North American digital multiplex transmission hierarchy. *Note 2:* The DS0 rate may support twenty 2.4-kb/s channels, or ten 4.8-kb/s channels, or five 9.67-kb/s channels, or one 56-kb/s channel, or one 64-kb/s clear channel.
- **DS1 (T1)** - A digital signaling rate of 1.544 Mb/s, corresponding to the North American and Japanese T1 designator.
- **Fault Management** - The management of a trouble ticket from the time the ticket is opened until the circuit has been restored and the customer notified.
- **Cable Fault** - Conditions that degrade or destroy a cable's ability to transmit data. Open, short circuits and breaks are examples of common cable faults.
- **Fault** - A hard failure or performance degradation so serious as to destroy the ability of a network element to function effectively.

**9. Additional Information**

**Compliance with Executive Order 2010-09S**

- A. The Service Provider affirms to have read and understands Executive Order 2010-09S issued by Ohio Governor Ted Strickland and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States.
- B. The Service Provider also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed

**SERVICE ATTACHMENT 6  
TO THE  
MASTER SERVICE AGREEMENT  
MANAGED CARE SERVICES**

by the Service Provider or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

- C. If Service Provider or any of its subcontractors perform services under this Agreement outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Service Provider or any of its subcontractors perform any such services, Service Provider shall immediately return to the State all funds paid for those services. The State may also recover from the Service Provider all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Service Provider performing services outside the United States.
- D. The State may, at any time after the breach, terminate the Agreement and all of the Service Attachments, upon written notice to the Service Provider. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.
- E. If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of 1% of the value of the Agreement.
- F. The State, in its sole discretion, may provide written notice to Service Provider of a breach and permit the Service Provider to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Service Provider any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Service Provider's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement, including but not limited to recovery of funds paid for services the Service Provider performed outside of the United States, costs associated with corrective action, or liquidated damages.

- G. Notwithstanding the foregoing Section A through F, the Parties agree that the Executive Order provisions above do not apply to:

- (1) Services that are incidental to the total cost of the Contract; or

**SERVICE ATTACHMENT 6  
TO THE  
MASTER SERVICE AGREEMENT  
MANAGED CARE SERVICES**

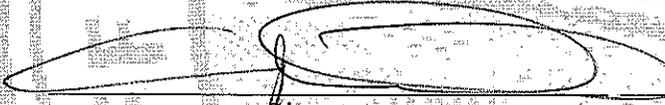
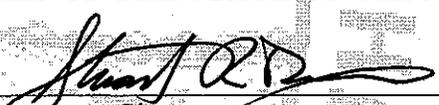
- (2) "Follow the Sun" services where support will be provided on a 24 hour basis.

Customer has requested that AT&T sign this attachment first, and AT&T has agreed to do so. This attachment as signed by AT&T shall be binding upon Customer from the time of Customer's signature, and AT&T will begin implementing the agreement when a fully signed copy is returned by Customer, provided such fully signed copy is returned to AT&T not more than thirty (30) days after AT&T delivered a signed copy to Customer. Further, any and all changes made to the attachment after signature by AT&T shall be void and of no effect, unless and until incorporated into a written amendment to this attachment signed by both Parties, except for changes expressly authorized by the terms of this attachment.

IN WITNESS WHEREOF, the Parties have executed this Service Attachment which shall be effective on the date signed by the State.

**AT&T CORP.**

**THE DEPARTMENT OF  
ADMINISTRATIVE SERVICES, ON  
BEHALF OF THE STATE OF OHIO**

 Signature	 Signature
GABRIELA RATULOWSKI Contract Management Printed Name	STUART R. DAVIS Printed Name
Title	Title
6/23/2011 Date	6/29/11 Effective Date
13-4924710 Federal Tax ID:	

Vendor Document Reference Information

tg0113 Oppty ID 1-H6ZFIG 04/28/2011

## APPENDIX 1

### DESCRIPTION OF MANAGED CARE SERVICES

Appendix 1 provides detailed descriptions of the Standard Service Features of the AT&T Managed Care Services which are provided under this Service Attachment and detailed in the Operations Guide which is referenced in this document.

#### **Help Desk**

Under the INOC, AT&T provides a dedicated toll-free number for the Help Desk, located at the State of Ohio Computer Center. ("SOCC") It is the single point of contact for maintenance of services provided under this Service Attachment.

#### Hours of Operation

Help Desk Coverage is seven days per week, 24 hours per day. However, on-site staffing in the INOC will cover the normal business hours of 7:00 a.m. to 6:00 p.m. Monday through Friday. After these normal business hours help desk calls are handled by the AT&T National Data Operations (NDO) in Arlington Heights, Illinois.

In case of an emergency, there will be one AT&T person from the INOC staff designated to cover the after hours support reachable by OIT and the Arlington Heights, Illinois AT&T National Data Operations (NDO) via pager or cell phone as described in the Operations Guide referenced in this document.

#### Duties of Help Desk

Duties of the Help Desk personnel in the INOC include the following:

- Receive and record trouble tickets in the AT&T online trouble ticketing system
- Coordinate and/or dispatch technicians through AT&T, the LECs and the IXC's, as necessary
- Report status to the Subscribing Entity (the person who reported the trouble) or his/her designee, and escalate problems within AT&T, the LECs and/or IXC's as required.
- Manage routine maintenance requirements
- Close trouble tickets in the AT&T online trouble ticketing system
- Provide resolution to the end-user
- Information from the online trouble ticket system's trouble log will be available on a daily basis and will be provided upon request

## APPENDIX 1

### DESCRIPTION OF MANAGED CARE SERVICES

#### **Testing**

INOC testers perform non-intrusive and intrusive tests to determine status of a circuit as well as monitor circuits and pull statistics when a problem is intermittent. For services that require involvement of specialized work centers, the INOC testers will coordinate trouble resolution with the appropriate centers.

#### Hours of Operation

Standard business hours and after-hours support will be the same as for the Help Desk. Seven (7) business days notice will be required in writing to the AT&T Program Executive before any changes can be made.

#### Duties of Testers

Duties of the AT&T personnel involved in the testing services include the following functions:

- Perform trouble testing and problem isolation
- Report status to the Help Desk and escalate problems within AT&T and the LECs and IXC's as required
- Dispatch field technicians to resolve maintenance issues that cannot be cleared remotely
- Provide resolution status to the Help Desk

Initial testing of Ethernet services will be performed by the AT&T Ethernet Network Operations Center (ENOC). Should the ENOC determine that the problem resides in the transport circuit, the trouble will be referred to the INOC Network Testing personnel

## APPENDIX 1

### DESCRIPTION OF MANAGED CARE SERVICES

#### **Fault Management**

Duties of the AT&T personnel regarding restoration of a Subscribing Entity(s) services supported in this Service Attachment as identified in this Service Attachment after an outage include the following:

- Remote and on-site resolution of the trouble
- Proactive remote monitoring will be provided when possible, and will be further defined in the Operations Guide referenced in this document.
- Prioritizing of the trouble tickets by the following Severity Levels for the corresponding Subscribing Entity(s):

Severity Level One	Multi-Agency Radio Communications System ("MARCS") that has a Telecommunications Service Priority ("TSP") rating and will receive all of the rights provided by tariff.
Severity Level Two	LEADS and public safety concerns (e.g. prison circuits.)
Severity Level Three	All other Subscribing Entities

- Regularly scheduled maintenance with minimal interruption of business activities

#### **IXC and other LEC Management**

AT&T will be responsible for the management of all providers whose service is part of any circuit installed under this Service Attachment. This includes but is not limited to the following:

- Escalating through the management of all other LECs or IXCs until the circuit is restored;
- Reporting status to the help desk and the Subscribing Entity.

#### **Trouble Escalation**

AT&T personnel located at the INOC and all after-hours support centers as defined in this Service Attachment will be responsible for all escalations required to restore service within the contracted timeframes. This also includes escalating through network organizations of AT&T, all LECs and IXCs providing service pursuant to all services managed through the INOC.

## APPENDIX 1

### DESCRIPTION OF MANAGED CARE SERVICES

#### **AT&T Program Executive**

AT&T will provide an official point of contact to OIT for support via the position of Program Executive or his/her designee. Specific duties will be detailed in the Operations Guide referenced in this document and include the following:

- Contribute to development of the OIT and AT&T relationship:
  - Be a liaison between OIT and AT&T
  - Engage AT&T organizations as required or requested
  - Maintain OIT and the Subscribing Entity(s) satisfaction with AT&T
  - Learn OIT telecommunications environment and operations
- Manage AT&T and OIT compliance with the Managed Care Services Service Attachment.
- Provide dedicated support during the transition time period and contract start-up.
- Activate a corrective action plan when performance standards are not met.
- Assemble implementation resources
- Deliver timely management decisions as required or requested by OIT or the Subscribing Entity(s).

#### **Operations Guide**

AT&T and OIT will negotiate an Operations Guide that will detail all of the service aspects of the INOC. It will include all procedures for handling trouble calls, testing, providing trouble status to customers, escalation, reports, etc. This guide will be updated as processes change but does not require an amendment to this Service Attachment.

#### **Personnel**

AT&T will provide a sufficient staff to meet the agreed to service levels. The details of these positions and their duties will be part of the Operations Guide which is referenced in this document.

AT&T and the State will each be responsible for the management, direction and control of its employees and such employees will not be employees of the other party. Accordingly, AT&T will be responsible for all federal, state, and local taxes and assessments related to AT&T's employees only. These include taxes associated with Social Security, unemployment compensation and workers' compensation.

In order to insure proper staffing for the INOC, AT&T may utilize its affiliates, sub-contractors, independent contractors or agents. Use of these personnel will not relieve AT&T from its responsibility to meet service levels.

On-site AT&T INOC personnel will be permitted to work on other customers' problems from the INOC with prior permission from the OIT Project Executive. This Service Attachment will not prevent AT&T from using other personnel provided to State of Ohio

## APPENDIX 1

### DESCRIPTION OF MANAGED CARE SERVICES

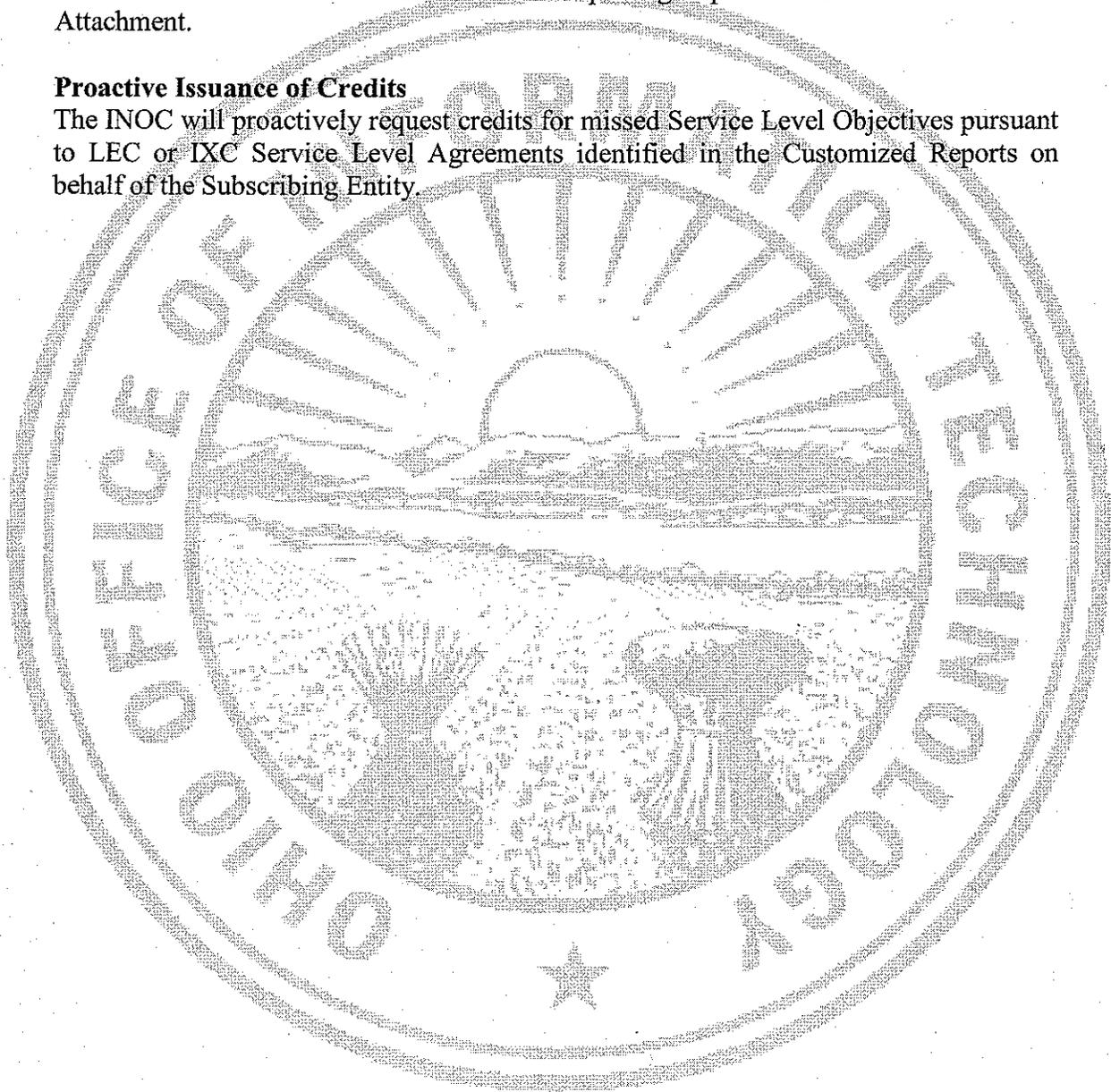
under this Service Attachment but not located on-site to perform similar services for others.

#### **Customized Reporting**

The INOC will provide a suite of customized monthly reports detailing Service Level Performance and Penalties as defined in the Reporting Capabilities section of this Service Attachment.

#### **Proactive Issuance of Credits**

The INOC will proactively request credits for missed Service Level Objectives pursuant to LEC or IXC Service Level Agreements identified in the Customized Reports on behalf of the Subscribing Entity.



## APPENDIX 2

### FEE STRUCTURE DESCRIPTION

Appendix 2 provides a detail breakdown of services and costs related in support of the SOMACS, InterLATA Multipoint and IntraLATA Multipoint Agreements.

**SOMACS Fee Description:**

This chart is to demonstrate the cost components for Managed Care Services provided under this Service Attachment in support of SOMACS DS0 and DS1 services.

**Total Circuit MRC Detail:** The purpose of this chart is to demonstrate the breakdown of local access components to backbone components as part of the Total Circuit MRC.

Circuit Type	AT&T		Total Circuit MRC
	Local Access MRC	Backbone MRC	
DS1	\$343.31	\$106.69	\$450.00
DS1*	\$375.50	\$74.50	\$450.00
DS1	\$325.50	\$74.50	\$400.00
DS0		\$5.41	

\* This rate applies to circuits during the new biennium from July 1, 2011 to June 30, 2013.

**Backbone MRC Detail:** The purpose of this chart is to detail the breakdown of the Backbone MRC charges referenced in the above table.

AT&T Bill Coordination MRC	AT&T INOC MRC	Qwest IXC MRC	OIT Cost Recovery Fee
\$.50	\$45.095	\$53.095	\$8.00
\$.50	\$33.000	\$33.000	\$8.00
\$.50	\$2.455	\$2.455	

In addition to the AT&T INOC Monthly Charges, the chart above shows the IXC Carrier Monthly Charges. Both Monthly Charges shown are stated in terms of a charge per circuit contained in State of Ohio's SOMACS Contract. The total each month of each category of Monthly Charges shall be derived by multiplying the number of each type of circuit by the Monthly Charge therefore, and adding all of the resulting products. AT&T shall calculate each category of Monthly Charges. The AT&T INOC Monthly Charges and the AT&T Bill Coordination Charge will be collected by AT&T each month as the SOMACS Contract billing Coordinator. In the case of the IXC Monthly Fee, AT&T as

## APPENDIX 2

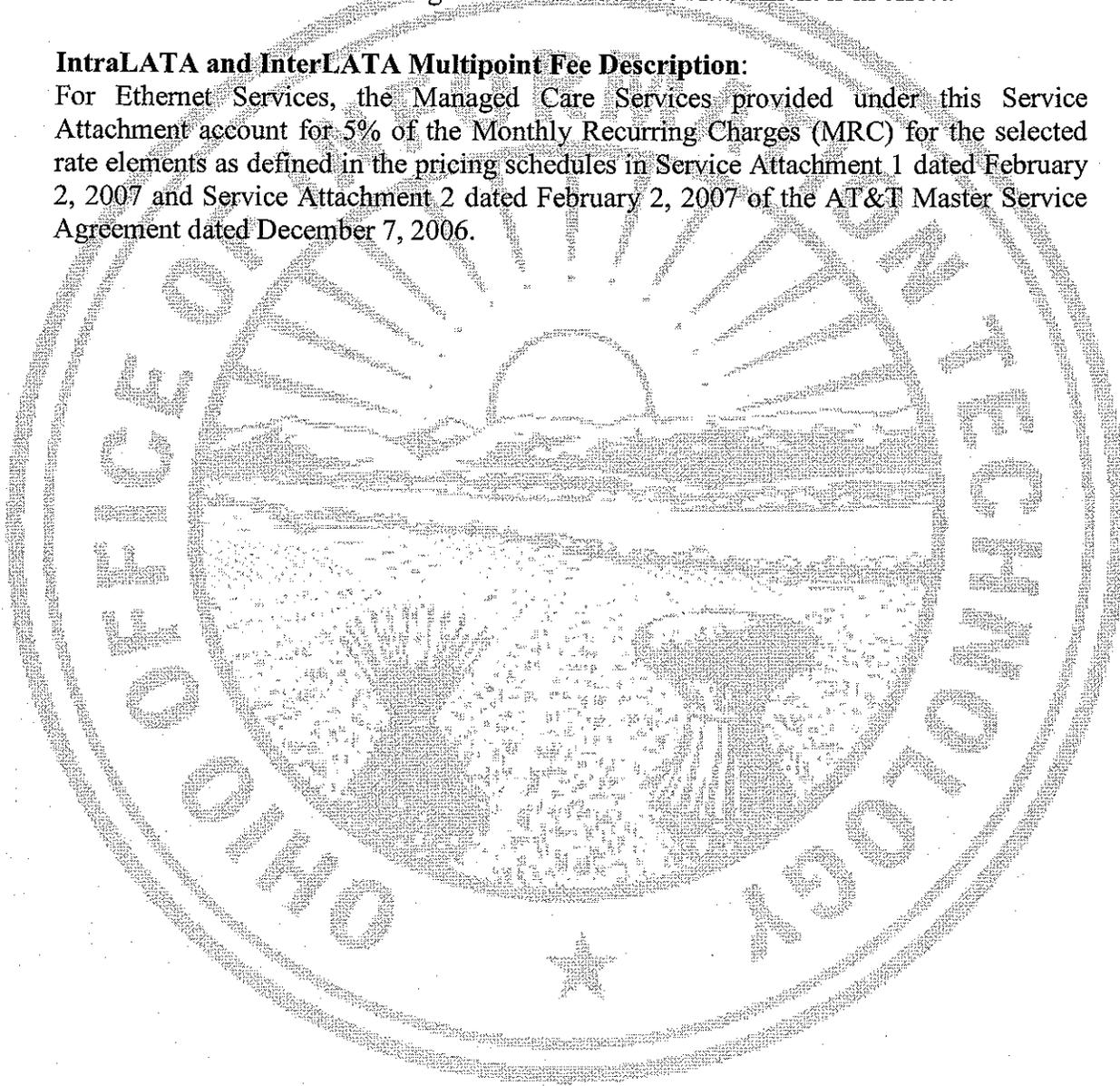
### FEE STRUCTURE DESCRIPTION

the SOMACS Contract Billing Coordinator will transfer such amounts collected by AT&T each month for payment to Qwest from the Total Backbone Recovery amount.

The AT&T INOC fee also covers the AT&T SOMACS backbone network multiplex charges as identified in the Contract dated February 16, 1996 and OIT will no longer receive an invoice for these charges while this Service Attachment is in effect.

#### **IntraLATA and InterLATA Multipoint Fee Description:**

For Ethernet Services, the Managed Care Services provided under this Service Attachment account for 5% of the Monthly Recurring Charges (MRC) for the selected rate elements as defined in the pricing schedules in Service Attachment 1 dated February 2, 2007 and Service Attachment 2 dated February 2, 2007 of the AT&T Master Service Agreement dated December 7, 2006.



## APPENDIX 3

### SERVICE LEVEL AGREEMENT DESCRIPTION

Appendix 3 provides a definition and performance standards for the SLA's as described in Section 4 of this Service Attachment.

#### 1. Help Desk Call Answer

The Help Desk will answer calls within the following time frames:

- 80% within 60 seconds
- 99% within 3 minutes

AT&T will provide monthly reports to OIT with statistics from their call management system detailing the following:

- Call Answer
- Number of Calls
- Abandoned Calls
- Hold Time

Note: Call Answer is the average of the elapsed time between when a caller places a call to the Help Desk and when that caller reaches a Help Desk agent for assistance.

#### 2. Mean-Time-To-Restore

The Mean-Time-To-Restore ("MTTR") will be 4 hours for end-to-end service over all tickets. Prioritization of trouble tickets will be done per the Severity Levels defined for Services in this Service Attachment.

When MTTR is calculated, tickets from the on-line Service system which have been coded Customer Provided Equipment ("CPE"), Subscribing Entity caused, commercial power, fire, severe weather or other Force Majeure conditions will be excluded from both the hours & the number of tickets prior to calculation. Furthermore, any service outage resulting from installation activity will be removed from the calculation of MTTR. When the Performance Reports are presented, information regarding the volume and type of ticket excluded will be made available to the State.

MTTR will be calculated using the following steps:

- Generate a report of the InterLATA and IntraLATA Multipoint Service Attachments and the SOMACS Contract tickets for a calendar month from the on-line service system.
- Remove the tickets coded for CPE, Force Majeure, etc as identified above.
- Sum the ticket duration by service type (Ethernet or Time Division Multiplexed ("TDM")) of the remaining Ethernet and SOMACS Contract tickets for the month to calculate Total Duration.
- Count the number of tickets summed to calculate Number of Tickets.
- Total Duration / Number of Tickets = MTTR

AT&T will provide monthly statistics to OIT that itemize these measurements as indicated in the "Reporting Requirements" Section of this Service Attachment and detailed in the "Operations Guide" referred to in this document.

## APPENDIX 3

### SERVICE LEVEL AGREEMENT DESCRIPTION

#### 3. Network Availability

##### SOMACS

Network Availability will be 99.925% over all SOMACS Contract circuits supported under this Service Attachment. Network Availability is end to end state of Ohio network availability (up-time; circuits are free from trouble) and will be calculated:

Number of circuits x days in the month x 24 hours = Total Time

Total Time - Duration of all ticket outages = Total Up Time. Total Up Time / Total Time x 100 = Percent Network Availability

##### OPT-E-MAN, CSME, and ROS (Service Attachments 1 and 2)

Network Availability will be 99.99% over all Ethernet circuits by Subscribing Entity.

Network Availability is end to end state of Ohio network availability (up-time; circuits are free from trouble) and will be calculated:

No. of circuits x days in the month x 24 hours = Total Time

Total Time - Duration of all ticket outages = Total Up Time. Total Up Time / Total Time x 100 = Percent Network Availability

Network Availability is calculated as the percentage of time that the Regional OPT-E-MAN Service network is capable of accepting and delivering customer data to the total time in the measurement period. The calculation for Network Availability for a given calendar month is as follows:

Network Availability =  $\frac{[24 \text{ hours} \times \text{days in month} \times 60 \text{ minutes} \times \text{number of customer sites}] - \text{network outage time (measured in minutes)}}{[24 \text{ hours} \times \text{days in month} \times 60 \text{ minutes} \times \text{number of customer sites}]}$

[24 hours x days in month x 60 minutes x number of customer sites]

#### 4. Maximum Duration

The Maximum Duration for outstanding tickets will be 70% of all tickets closed in 4 hours or less.

All of these measurements exclude outages caused by the Subscribing Entity or from customer provided equipment

## APPENDIX 3

### SERVICE LEVEL AGREEMENT DESCRIPTION

#### 5. MARCS Performance Measurements

MARCS will be eligible for INOC credits relative to the resolution of standard T1 maintenance issues and/or MARCS Enhanced Service credits for trouble resolution of the MARCS Enhanced Services as identified in Service Attachment 6. Ticket duration for standard T1 trouble resolution will be included in the overall INOC MTTR, Network Availability, Maximum Duration, and INOC credit calculations. Ticket duration for MARCS Enhanced Services will not be included in the INOC MTTR, Network Availability, Maximum Duration, and INOC credit calculations however, MARCS Enhanced Service outages over 9 hours will be eligible for MARCS Credits. Each MARCS circuit would be eligible for one INOC credit and one MARCS credit at the maximum level per month.

For example:

- A MARCS T1 that has an extended outage of 9 hours or more due to standard T1 maintenance issues and where there is not a MARCS Enhanced Services outage would be eligible for an INOC credit and will be included in the INOC MTTR, Network Availability, and Maximum Duration calculations. They would not receive a MARCS Enhanced Services credit.
- A MARCS T1 that has an extended outage of 9 hours or more due to standard T1 maintenance issues and also has an outage for the MARCS Enhanced Services and each outage extends 9 hours or more, then MARCS would be eligible for an INOC credit and a MARCS Enhanced Services credit. Respective times for the outages would be included in the INOC MTTR, Network Availability, and Maximum Duration calculations as well as the MARCS performance measurements.
- A MARCS T1 trouble ticket that is unclosed for over 9 hours or more due to a problem with the MARCS Enhanced Services, (for example bit error rate or circuit delay) would be eligible for a MARCS Enhanced Services credit, but would not be eligible for an INOC credit. In addition, the portion of the ticket duration relative to the MARCS Enhanced Services will not be included in the INOC MTTR, Network Availability, and Maximum Duration calculations. The entire ticket duration, including the portion related to the MARCS Enhanced Service outage will be included in the MARCS Enhanced Services performance measurements.
- A MARCS T1 that does not have a standard T1 outage but does have a MARCS Enhanced Service outage would be eligible for MARCS credits for ticket duration over 9 hours. This ticket for MARCS Enhanced Services will not be included in the INOC MTTR, Network Availability nor Maximum Duration calculations. The MARCS Enhanced Services ticket will be included in the MARCS Enhanced Services performance measurements.

## APPENDIX 3

### SERVICE LEVEL AGREEMENT DESCRIPTION

#### **MARCS Performance Requirements**

State understands and agrees that the MARCS Performance Requirements exceed the normal AT&T operating standards. However, AT&T will work with the State to maintain the performance levels required by this application. These Performance Requirements are added to the Synchronous Optical Network Infrastructure Contract only for the circuits supporting the MARCS Network.

Upon a successful installation that meets the MARCS Performance Requirements for the MARCS 24 hour turn up test, AT&T shall be required to meet the following four (4) performance requirements for Ohio Multi-Agency Radio Communications System ("MARCS"). The State is limiting these AT&T requirements to MARCS in order to insure system operability and minimize any additional costs associated with implementation. If a circuit can not be installed within the existing infrastructure to meet or exceed these Performance Requirements, then the State will look for alternative services (i.e. wireless).

#### **Circuit Delay**

The end-to-end circuit delay requirement for MARCS is 7 milliseconds or less (5 ms for the Columbus simulcast sites). AT&T shall take all steps necessary within the existing infrastructure to meet or exceed this circuit delay requirement including but not limited to reverting to the shortest path in normal or recovered operation. This would include redesign of circuits and assigning appropriate staff to meet this measurement. If a major redesign or additional infrastructure is required, then AT&T shall provide details of options available to MARCS including the associated costs to MARCS. MARCS will be responsible for the Circuit Delay measurement and will make those statistics available to AT&T.

#### **MARCS Circuit Availability**

Due to the critical nature of MARCS communication, MARCS has an availability requirement of 99.98%. AT&T shall meet or exceed this availability requirement by designating MARCS circuits as "Telecommunications Service Priority (TSP)" in order to minimize the mean-time-to-restore (MTTR) for the MARCS System.

#### **MARCS T1 Circuit Bit Error Rates**

Due to the critical nature of MARCS communication, MARCS requires a Bit Error Rate (BER) of  $10^{-9}$  or less. AT&T shall take all steps necessary to meet or exceed this error rate requirement by assisting the MARCS staff in troubleshooting circuits with BERs in excess of  $10^{-9}$ . MARCS will be responsible for the BER measurement and will make those statistics available to AT&T. This would include redesign of circuits and assigning appropriate staff to meet this measurement. If a major redesign or additional infrastructure is required, then AT&T shall provide details of options available to MARCS including the associated costs to MARCS.

## APPENDIX 3

### SERVICE LEVEL AGREEMENT DESCRIPTION

#### **MARCS Circuit Installation**

Circuit installations shall provide connectivity from the remote site smart jack to the central equipment smart jack and shall not exceed the postalized rate stipulated in the Synchronous Optical Network Infrastructure Contract, Appendix 3, Tables 3 and 4 unless special construction is required by the Local Exchange Carrier. If special construction is required, then tariff rates shall apply. MARCS will inform AT&T of scheduled installation of other utilities when required and AT&T shall coordinate its installation with those other utility providers to minimize costs to MARCS.

#### **6. Ethernet Grade of Service Performance Measures supporting Service Attachments 1 and 2 dated February 2, 2007 of Master Service Agreement dated December 6, 2006**

##### Grades of Service ("GOS") Remedy (Latency, Packet Delivery Rate ("PDR"), Jitter)

- GOS measures will be proactively reported on a monthly basis by INOC, refer to the Operations Guide for report field definitions
- All measures are reported as a monthly average of all Subscribing Entity(s) ports in service along with a detail list by Subscribing Entity(s).
- Individual instances of Port specific Latency, PDR or Jitter issues that result in the service being rendered unusable by the customer and treated as a service outage.
- Upon proactive identification by the INOC that the actual service performance for that parameter was less than the committed level, a 30 day period will be allowed to correct the problem.
- If after 30 days, the service performance for that parameter is still less than the committed level, the customer will be provided a service credit equal to 25% of the monthly recurring charge for that service parameter for all affected ports for the month in which the service parameters fall below (or above) the committed level.

#### **Individual GOS Service Measures**

Please note that GOS measures are further detailed in Service Attachments 1 and 2.

#### **Latency**

- Bronze Service – 54ms One-Way
- Silver Service – 36ms One-Way

Latency measurement will consist of measuring the time it takes to "ping" or travel from the origination to termination ports for the connection in question. Latency is measured by averaging sample measurements taken during a 30 day period between network terminating equipment to which the customer ports are attached when the AT&T network is available.

## APPENDIX 3

### SERVICE LEVEL AGREEMENT DESCRIPTION

#### Packet Delivery Rate ("PDR")

- Bronze Service – 99.50%
- Silver Service – 99.90%

PDR is a function of bandwidth, error performance, congestion and other factors. PDR is expressed as a percentage of Ethernet frames offered to the network that successfully traverse the network, end-to-end, within the CIR, and within a 30 day period. PDR is calculated as the total number of effective Ethernet frames, per port, that successfully traverse the network divided by the total number of effective Ethernet frames, per port, offered to the network within a 30 day period. PDR is measured by averaging sample measurements taken during a 30 day period from NTE to NTE to which the customer ports are attached when the AT&T network is available.

#### Jitter

- Bronze Service – Not Applicable
- Silver Service – 24ms

Jitter is calculated as the delay variance of the packets transported across the network or the delta of delay between two consecutive packets. It is measured between two endpoints, and will consist of measuring the time between a set of packets. Jitter is measured by averaging sample measurements taken during a 30 day period between network terminating equipment to which the customer ports are attached when the AT&T network is available.