

**U.S. Department of Labor
Employment & Training Administration**

**Service Level Agreement
Office of Information Systems and Technology (OIST)**

**Division of Technical Applications
Senior Community Service Employment Program (SCSEP)
SPARQ Application System Team
and
Division of Technical Operations
Application Infrastructure Support Team**

Effective Date: __/__/2013

Document Owners:	OIST Technical Operations Division and OIST Technical Application Division
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Version History

Version	Date	Description	Author
1.0	05-22-2013	Base Service Level Agreement	ASA

Table of Contents

1	Agreement Overview	3
2	Goals & Objectives	3
3	Stakeholders	4
4	Periodic Review	4
5	Constraints, Exclusions, and Assumptions	4
5.1	Constraints	4
5.2	Exclusions	5
5.3	Assumptions	5
6	Service Agreement	7
6.1	Service Scope	7
6.1.1	Telephone Support	7
6.1.2	Email Support	7
6.2	Customer Requirements	8
6.3	Service Provider Requirements	8
6.4	Service Assumptions	9
7	Service Management	9
7.1	Availability Management	9
7.1.1	Database Hosting Service Level Agreements – Availability Management	9
7.1.2	Unix Hosting Service Level Agreements – Availability Management	9
7.1.3	Web Application Management Service Level Agreements – Availability Management	10
7.2	Event Management	10
7.2.1	Database Hosting Service Level Agreements – Event Management	10
7.2.2	UNIX Hosting Service Level Agreements – Event Management	10
7.2.3	Web Application Management Service Level Agreements – Event Management	10
8	Communications Plan	11
8.1	Dispute Resolution	11
9	Costs for Services	11

1 Agreement Overview

This agreement represents a Service Level Agreement (“SLA”) between the Office of Information Systems and Technology (OIST) Division of Technical Applications: Department of Labor's Senior Community Service Employment Program (SCSEP) SPARQ Application System Team and Office of Information Systems and Technology (OIST) Division of Technical Operations: Application Infrastructure Support Team for the provisioning of IT services required to support and sustain the production services outlined in this agreement.

This agreement covers the availability of the system to the end users of SCSEP application suite, both internal and external to DOL. This SLA covers issues that affect end-user access to the SCSEP application suite. This does not cover issues where functionality and performance is an issue caused by application code. **This SLA is strictly limited to hardware and software components that are under the control of OIST. Application functionality and performance is not covered by this agreement.**

This Agreement remains valid until superseded by a revised agreement mutually signed by the stakeholders. The Agreement outlines the parameters of all application infrastructure support services for production environments covered as they are mutually understood by OIST and SCSEP. This agreement does not supersede current processes and procedures unless explicitly stated herein.

This document includes service reductions which reflect the sequester-related cuts within ETA. Due to the reduced funding, OIST cannot commit to more than 90% uptime, Monday through Friday 8:00AM to 5:30PM.

To minimize business impacts, the SCSEP can allocate additional funds to secure DBA and Cold Fusion Admin hours to support major implementations during off-hours (i.e., evenings or weekends). However, these services will not become available until revised task orders are awarded by the Office of Procurement Services Contracting Officer (CO).

2 Goals & Objectives

The **purpose** of this agreement is to ensure that the proper elements and commitments are in place to provide consistent IT service support and delivery to SCSEP by OIST, and to ensure that SCSEP provides the agreed upon funding and other support to OIST.

The **goal** of this agreement is to obtain mutual agreement for IT service provision between the OIST and SCSEP.

The **objectives** of this agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.

- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.
- Define the extent of OIST technical and support responsibilities,

3 Stakeholders

The following Service Provider(s) and Customer(s) will be used as the basis of the Agreement and represent the **primary stakeholders** associated with this SLA:

IT Service Provider(s): Office of Information Systems and Technology (“Provider”)

IT Customer(s): Office of Foreign Labor Certification (“Customer”)

4 Periodic Review

This agreement is valid from the **Effective Date** outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The **Application Infrastructure Manager** is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Application Infrastructure Manager will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

Effective Date: MM-DD-YYYY

Review Period: Fiscal Year

Previous Review Date: 05-22-2013

Next Review Date: 11-02-2013

5 Constraints, Exclusions, and Assumptions

The following are constraints, assumptions and exclusions that will be considered for this SLA.

5.1 Constraints

1. This SLA is strictly limited to hardware and software components that are under the control of OIST. Application functionality and performance are not covered by this agreement.
2. This SLA **ONLY** covers the administration and maintenance of the (1) database(s) and (2) production web application systems, listed here:

- <https://www.sparq.doleta.gov/>

5.2 Exclusions

If the SCSEP application suite that is covered by the SLA has downtime due to any of the following issues listed below, Technical Operations Application Infrastructure Support (TOAIS) shall not be liable and these issues are not covered by this SLA.

- Any and all issues with the ETA network
- Any and all issues with the DOL network
- Any and all data within the application or data that is used by the application
- Incompatibility of the Client/end user browser with OIST systems
- Client/end user network issues
- Any and all issues with the OASAM controlled email infrastructure
- Any and all issues with the OIST email infrastructure
- Any and all application code delivery deemed to be outside the purview of Technical Operations: Application Infrastructure Support.
- Downtime of the system caused by application code changed within the environment is not covered under this SLA.
- Any Security based downtime issues such as security incidents, the need for Emergency patches or fixes, etc.
- Issues which require replacement hardware to be delivered by an outside agent (vender/reseller/etc) and may cause extended downtime that is outside OIST control.

This SLA and any applicable service levels do not apply to any performance or availability issues that:

- Resulted from actions or inactions of customer or third parties
- Are caused by customer's use of the service after OIST advised customer to modify its use of the service and the customer did not modify system usage as advised
- Are attributable to the acts or omissions of customer or customer's employees, agents, contractors, or vendors, or anyone gaining access to OIST's Service by means of customer's passwords or equipment
- Any security based downtime issues such as security incidents, the need for emergency patches or fixes, etc.

5.3 Assumptions

- The customer has made all obligations and budget arrangements for payment of services to OIST, and executes same in a timely manner.

- The customer will make customer representative(s) available as necessary when a service related incident or request is being resolved.
- The customer will utilize the approved incident reporting process and comply with established service request creation and change management procedures.
- The customer will inform OIST two weeks in advance, via an e-mail to the Division of Technical Operations, of any potential increases in throughput or usage of the system by end users so OIST can prepare in advance any mitigation that are needed to compensate for the increase in usage.
- The customer will inform OIST two weeks in advance, via an e-mail to the Division of Technical Operations, if there is a need for increased coverage outside of normal business hours (Monday through Friday 8:00AM to 5:30PM) so OIST can prepare in advance any mitigation strategies that are needed to compensate for increases in demand. Any increase in service will require that the customer and OIST complete a funding obligation to the appropriate contract vehicle one week prior to services rendered.
- If multiple problems are being investigated, OIST's priorities might shift depending on how urgent the issue is. If an issue affects more users than initially estimated, the severity level of the issue will be increased and more effort will be spent on finding a solution. Likewise, if it is determined that a workaround for the issue, such as using an alternative browser for content creation, is available, the severity level may be lowered. The team that is working on the problem will be responsible for adjusting the severity level of that issue. During an investigation, the appropriate team will continue to provide updates to Customer representatives throughout the resolution process.

6 Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

6.1 Service Scope

The following services are covered by this Agreement:

Database Hosting Services - The Database Hosting Service provides dedicated and shared database environments that are centrally supported in fully managed, 24x7 hosted environments available on multiple platforms with managed storage, backup services, and disaster recovery offerings.

UNIX Hosting Services - Unix Hosting Services provide dedicated, shared, and virtual UNIX servers that are centrally supported in a fully managed, hosted environment. The UNIX environment is appropriate for any Unix-based application and, if necessary, the application can connect to an Oracle database that is hosted by Application Infrastructure Support.

Services include managed storage and backup offerings. More information on hardware and software is available on the ETA website.

Web Application Management Services - After receiving a properly formatted and approved request, Application Infrastructure Support will provide support to customers who are implementing a website. The customer will be able to select from a range of supported technologies. This service includes SSL Certificates, backup and restoration of the web application, network security architectures, application firewalls, load balancing and active connection filtering.

Once the web application has been successfully stood up, the group will monitor and maintain the health of the Cold Fusion servers and, if a problem with the website is a result of a problem with the Cold Fusion servers, the group will address the problem as soon as possible.

Instructions on how to properly form change requests and other tickets to assign to Application Infrastructure can be found in the OIST Change Management Plan and the OIST Database Change Management Procedure documents.

6.1.1 Telephone Support

Telephone support for SCSEP users will occur from 8:00 A.M. to 5:30 P.M. EST/EDT, Monday through Friday with the exception of federal holidays and federal government closures. Calls received outside of office hours will be collected and no action on those calls can be guaranteed until the next working day at 8:00 A.M EST/EDT.

6.1.2 Email Support

Email support for SCSEP users will be from 8:00 A.M. to 5:30 P.M. EST/EDT Monday through Friday with the exception of federal holidays and federal government closures. All email requests for support that are received outside of office hours will be collected, however no action on those requests can be guaranteed until the next working day at 8:00 A.M. EST/EDT.

6.2 Customer Requirements

Customer responsibilities and/or requirements in support of this Agreement include:

- Payment for all support costs at the agreed amount and intervals.
- Reasonable availability of customer representative(s) when resolving a service related incident or request.
- Utilization of the approved incident reporting process and compliance with service request procedures.
- Ensuring that application users shall not consume offered services in a malicious manner and will promptly report any and all encountered problems.
- Handling all issues due to failures caused by the application code. The SCSEP application service is dependent on services provided by the OIST TOAIS such as web services and database management. Therefore, OIST TOAIS might participate in troubleshooting and resolving problems when it is determined that they are related to dependencies within OIST's IT responsibilities.

6.3 Service Provider Requirements

The **Service Provider** responsibilities and/or requirements in support of this Agreement must cover the following:

- The Customer will inform OIST two weeks in advance, via an e-mail to the Division of Technical Operations, of any potential increases in throughput or usage of the system by end users so OIST can prepare in advance any mitigation that is needed to compensate for the increase in usage. Any increase in service will require that the customer and OIST complete a funding obligation to the appropriate contract vehicle one week prior to services rendered.
- Supplying appropriate notification to customer for all scheduled maintenance 1 week ahead.
- Assuming responsibility for handling issues related to hardware maintenance and failure.
- Assuming responsibility for handling issues related to server software maintenance and failure (server operating system, application servers, database servers, web servers, etc).
- Assuming responsible for virtual server and database backup.
- Meeting service level agreements associated with the covered services.

6.4 Service Assumptions

Assumptions related to in-scope services and/or components include:

- Changes any and all services will be communicated and documented to all stakeholders.
- Changes to any and all services that require increased services or resources from the service provider together with the resulting additional payment from the Customer will be agreed upon by the primary stakeholders, reduced to writing, attached to and made a part of this Agreement.

7 Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

7.1 Availability Management

Estimated service uptime will be 90% minus monthly maintenance windows and general software upgrades. Total estimated downtime per year equals approximately 228 hours. This availability will be during the support window, 8:00 A.M. to 5:30 P.M EST/EDT, Monday through Friday (outside of federal holidays and federal government closures).

7.1.1 Database Hosting Service Level Agreements – Availability Management

Application Infrastructure Support shall ensure that all databases shall be available for 90% uptime.

7.1.2 Unix Hosting Service Level Agreements – Availability Management

1. Application Infrastructure Support shall ensure that UNIX **dedicated servers** shall be available for 90% uptime.
2. Application Infrastructure Support shall ensure that UNIX **hosted servers** shall be available for 90% uptime.
3. Application Infrastructure Support shall ensure that UNIX **virtual servers** shall be available for 90% uptime.

7.1.3 Web Application Management Service Level Agreements – Availability Management

1. Application Infrastructure Support shall ensure that websites shall be available for 90% uptime.

7.2 Event Management

7.2.1 Database Hosting Service Level Agreements – Event Management

1. A properly formatted ticket which reports a database incident in the production environment will receive a response within four hours.
2. An automated alert which reports a potential database incident in the production environment will be analyzed within two hours.
3. If it is determined that the properly reported database incident is within the scope of the service and in the production environment, the incident will be resolved within six hours.

7.2.2 UNIX Hosting Service Level Agreements – Event Management

1. A properly formatted ticket which reports an incident in the UNIX production environment will receive a response within four hours.
2. An automated alert which reports an incident in the UNIX production environment will be analyzed within two hours.
3. Once it is determined that a properly reported incident is within the scope of the service and in the UNIX production environment, the incident will be resolved within six hours.

7.2.3 Web Application Management Service Level Agreements – Event Management

1. A properly formatted ticket which reports an incident at a website will receive a response within four hours.
2. An automated alert which reports an incident at a website will be analyzed within two hours.
3. If Application Support is responsible for resolving a properly reported incident in the Cold Fusion production environment, the incident will be resolved within six hours.

8 Communications Plan

OIST will provide SCSEP with a monthly report on how it has adhered to the terms of the SLA. This report will be compiled by a monthly ticket review board, comprised of technical personnel from both SCSEP and OIST. It will include all applicable emails, tickets and issues dealing with this SLA and the support of the SCSEP application suite.

Additionally, one month after the close of the fiscal year, OIST will provide a roll-up report for all issues that occurred during the past fiscal year that fall within the SLA. OIST and SCSEP management will have five business days to make changes the report..

8.1 Dispute Resolution

In the event of a dispute between OIST and SCSEP with regards to the SLA, a board will be convened to discuss and resolve these disputes. The board will consist of six technical staff members who have been chosen by both SCSEP and OIST to resolve all disputed issues. Within 2 days of convening, this board will produce a report that will discuss the disputed issues and justify the board's actions. OIST and SCSEP management agree that the all of the board's decisions will be final.

If a dispute occurs between the primary stakeholders regarding the provision of services by the Service Provider, or payment of the required support funds or resources by the Customer, representatives of the primary stakeholders will convene in an effort to resolve the dispute.

If the representatives of the primary stakeholders are unable to resolve the dispute, the parties will agree upon the appointment of a suitable management official from another agency in the Department of Labor who will be requested to hear and recommend a resolution of the dispute.

If the appointed management official cannot recommend a resolution, or if the parties do not accept the recommendation of the appointed management official, the dispute will be referred to the Deputy Assistant Secretary for Administration for resolution.

9 Costs for Services

Type of Service	Areas of support	Total cost per hour
Additional time outside of Monday through Friday 8am to 5:30pm	Cold Fusion Administration, Database Administration, Unix Administration.	\$285.06 (Total cost for all areas of support)
On call support outside of Monday Through Friday, 8am to 5:30pm with a response on an issue within an hour and work started on an issue within 2 hours of response.	Cold Fusion Administration, Database Administration, Unix Administration.	\$285.06 (Total cost for all areas of support)

Approval

(By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)

Approvers	Role	Signed	Approval Date
William W. Thompson	Administrator Office of Management and Admin Systems		
Aung Htein	Director Office of Information Systems and Technology		
TBD	Director of Enterprise Solution Services Division		
TBD	Supervisor Project Management Office in Office of Information Systems and Technology		
TBD	Director of Infrastructure Services Division/Technical Operations		
David Wilson	Supervisor Application Services		
Shane Amerman	Team Lead Application Infrastructure Support, Division of Technical Operations/Infrastructure Services, Office of Information Systems and Technology		
Anthony Marcinkus	Group Leader, SCSEP/SPARQ Application Support		
Judith Gilbert	Department of Labor's Senior Community Service Employment Program (SCSEP) Program Office Representative.		