



Exhibit 1.4
Operating Level Agreement Outline

VA-240322-PSLI - Mainframe Services

COMMONWEALTH OF VIRGINIA
VIRGINIA IT AGENCY (VITA)
SUPPLIER STRATEGY AND PERFORMANCE DIVISION

7325 BEAUFONT SPRINGS DR
RICHMOND, VA 23225

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1.0 Introduction

This **Exhibit 1.4 (OLA Outline)** sets out the framework and requirements for the Operating Level Agreements (each, an “OLA”) that will be agreed to and maintained between each of the Integrated Suppliers, if necessary. It is intended that this outline will guide the Integrated Suppliers through an iterative process to identify and address material work practices where each party has a reliance or dependence on the other.

Ongoing maintenance of each OLA between Integrated Suppliers will include changes to preserve alignment with each party’s operational commitments in each of their respective agreements with VITA, including alignment with changes in the Service Management Manual or their respective Descriptions of Services, Service Levels, project plans and other changes impacting services, including Corrective Action Plans.

2.0 General

The Supplier acknowledges and agrees that the delivery of the Services to VITA and Customers requires significant integration, cooperation and coordination of processes and procedures among the Integrated Suppliers, and OLAs will be used to document commitments between the Integrated Suppliers to ensure seamless delivery of the services each is providing to VITA and the Customers and to address the joint operation, issue resolution and governance of the delivery of the services being provided by the Integrated Suppliers.

The Supplier and other Integrated Suppliers (including the MSI) must share with each other various materials, data and information, and provide access to Systems, Equipment, personnel and other resources, in each case related to the services performed by one or more of such parties for VITA and Customers.

The Supplier and other Integrated Supplier will acknowledge and agree in each of their OLAs that the MSI will assist and coordinate the delivery of Services to VITA and Customers. In addition, the Integrated Suppliers will each promptly disclose to the other any material difficulties or delays experienced in connection with the delivery or operation of their respective services.

Notwithstanding anything provided in this **Exhibit 1.4 (OLA Outline)**, under no circumstances shall any OLA change, limit, or otherwise impact any Supplier’s obligations under its Agreement with VITA, including, without limitation, the Supplier’s obligation to provide the Services to meet the requirements set forth in its respective **Exhibit 2.1 (Description of Services - Mainframe)**.

3.0 OLA Framework

This OLA outline and the specifications for what will be an acceptable level of detail to guide the parties in the development of OLAs will evolve and further develop in line with the refinement and completion of each of the Integrated Supplier’s agreements with VITA. Set out below is an initial checklist to guide the parties:

- **Document Control and Version Information:** The OLA will be under VITA Governance control and reside in the Document Data Store.
- **Authorizations, Dates and Signatures:** The OLA must have the authority to allow enforcement. Each OLA will be signed by an authorized representative of the applicable Integrated Suppliers.
- **Objectives:** To be clearly stated with measurable benchmarks, whether for a discrete service component or the services overall, as applicable.
- **Obligations:** State specifically the obligations of each Integrated Supplier by scope of service (Service Tower), listing the deliverables for each party. This is not the same as the services covered under the Description of Services, but rather the obligations of each party to the other with respect to delivery of the services.
- **Governance:** Approach to managing the OLA that includes managing and coordinating issues, communications and oversight responsibility that are aligned with and reference **Exhibit 1.2 (Governance Structure)**.
- **Issue Escalation and Resolution:** The OLA must include procedures to resolve any problems or complaints between the parties regarding the delivery of the Services that are aligned with and reference the processes and procedures for dispute and escalation, in accordance with the Agreement and the Service Management Manual. The procedures should be focused on resolution of problems, assurance of prompt service delivery and the acceleration of support for high priority issues.
- **Reporting, Reviewing and Auditing:** The OLA must include procedures for oversight reporting and quality review. This section defines under what conditions to review the OLA, and when, what and to whom to report. Include approach to updating interdependency commitments (described in **Section 4.0** below), including alignment and dependencies with the Service Management Manual.

4.0 Interdependency Commitments

In alignment to the processes defined in the Service Management Manual, the parties to each OLA will identify the interdependencies and document their respective commitments, between the MSI and each of the other Integrated Suppliers and between the Integrated Suppliers with responsibility for Service Towers, needed to deliver the respective services. Descriptions of the following elements should be identified and described for each commitment:

- **Description:** Explain the interdependency and specifications of interfaces including the relationships between Integrated Suppliers.
- **Shared Roles and Responsibilities:** Document who has which responsibility(ies) in delivering the shared services.
- **Qualitative Standard:** Describe the distinguishing characteristics that satisfy the expected interaction.
- **Quantitative Measures:** Define measures that are reflective or indicative of the expected performance. For example, these provisions might include the definition of initial response to inquiry, time to review and evaluate, time to perform diagnostics, etc. These times must align with the escalation times.
- **Dependencies:** Describe solution-based dependencies related to shared use of facilities, equipment, licenses, tools, systems, materials, staffing and other resources including any

financial agreements or implications. List specific dependencies related to the process or other operating procedure. These may include related inputs or outputs to process or procedure.

- **References:** Include references to related documentation, procedures, definitions, Service Management Manual procedures and any other resource that make it easier to follow, understand or maintain the OLA.