

Virginia Information Technologies Agency



Exhibit 1
Integrated Services Platform

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COMMONWEALTH OF VIRGINIA
VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)
SUPPLY CHAIN MANAGEMENT DIVISION

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1.0 Introduction

This **Exhibit 1** describes the Integrated Services Platform and the way the Integrated Suppliers are obligated to interact and change in the Managed Environment. A more complete description of the ISP and the way the Integrated Suppliers are obligated to interact and change will be memorialized in the Service Management Manual.

2.0 Integrated Services Platform

2.1 Overview

VITA has established a multi-provider sourcing model, or integrated services platform ("**Integrated Services Platform**"), to deliver certain IT services to VITA and the other Customers within its IT environments (collectively, the "**Managed Environment**"). While the Managed Environment is comprised of various and separate scopes of services provided by Integrated Suppliers, the multi-provider model requires coordination, cooperation and integration among the Integrated Suppliers, notwithstanding that certain of such parties may otherwise view themselves as competitors, in order to work together toward the common goal of providing uninterrupted, high quality services to VITA and the other Customers. In this regard, the participants must perform their services and interact and cooperate with each other within the Managed Environment in a manner that, as a foremost guiding principle, first considers the best interests of the Commonwealth, VITA and Customers.

2.2 Key Tenets of the Operating Model

Key tenets of the Managed Environment include the following:

- (1) The Multisourcing Service Integrator, or "**MSI**", will manage the entire Managed Environment and the various Service Tower Suppliers in their provision of services within the Managed Environment for the benefit of the Commonwealth, VITA and Customers.
- (2) The MSI will provide direction and facilitate the discharge of end-to-end service obligations across itself and the Service Tower Suppliers, including performance against end-to-end Service Levels that measure the services of multiple Service Tower Suppliers. The MSI will ensure that these services are performed in a consistent and integrated manner such that each of the coordinated elements is successfully contributing to a harmonious delivery of service to VITA and the other Customers.
- (3) The MSI and Service Tower Suppliers must embrace a flexible and team-oriented approach to service delivery that includes, on the part of each party: (i) willingness to adapt and change day-to-day processes and procedures; (ii) willingness to assume additional functions, share obligations, or remove functions from their scope as required and without delay, substantial negotiation or other constraints; and (iii) focus on fixing problems and working together, regardless of which, if any, party may be at fault or responsible.

- (4) The MSI and the Service Tower Suppliers 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 the other Customers. As part of this concept, several contractual documents are intended to be treated as common documents (as further described in **Section 5.0** below) that are common among the Integrated Suppliers and become part of each of their agreements with VITA, in order to ensure consistency in governance, service delivery and the parties' understandings and expectations.
- (5) Further, to facilitate this commonality, the contract documents between VITA and each Integrated Supplier follow similar naming and numbering conventions. As such, a common document may reference an attachment generically, with the intent of referring to each Integrated Supplier's corresponding attachment. For example, reference to "**Exhibit 2.3 (Solution)**" refers to **Exhibit 2.3 (Solution)** for the MSI and **Exhibit 2.3 (Solution)** of the Service Tower Suppliers.

2.3 Governance Framework

- (1) As described in more detail in **Exhibit 1.2 (Governance Framework)**, the MSI will support VITA and collaborate with VITA and the other Customers in the operation of the various governance forums, functions and initiatives such that the need for involvement by VITA and the other Customers in day to day operational activities, service restoration and issue resolution, including issues that arise between and among the Integrated Suppliers, is minimized. **Exhibit 1.2 (Governance Framework)** describes, among other things, meeting and reporting requirements.
- (2) The MSI will provide centralized reporting and management for the services within the Managed Environment, and will act as a single point of contact and (subject to the remainder of this paragraph and the rest of the Agreement) single point of end-to-end accountability for VITA and the other Customers.
- (3) The MSI will provide direction and communication to Service Tower Suppliers on behalf of VITA, and will manage such parties' services and issues on behalf of VITA, including working with such parties to identify and remedy any failures (including by ensuring that the applicable parties are engaged as appropriate), in each case without VITA's participation or facilitation unless approval or escalation is required.

2.4 Services Documentation

The documentation framework for Integrated Suppliers within the Managed Environment may be summarized, as follows:

- (1) The service responsibilities and requirements specific to each of the Integrated Suppliers are set forth in the Agreement, including **Exhibit 2 (Description of Services and Solution)**.

- (2) The processes and procedures that must be followed for coordination, management, and reporting of the Integrated Suppliers across the Managed Environment shall be set forth in the Service Management Manual; and
- (3) Operating Level Agreements between the MSI and each Service Tower Supplier, and between Service Tower Suppliers, will provide for particular interactions between the respective parties and their responsibilities to each other, in each case with respect to the Managed Environment.

3.0 Interpretation of Provisions in Section 2.0

The provisions above are intended to set forth the principles upon which the Agreement – and the relationship between the Parties, as well as with other Integrated Suppliers, is based, and to provide a context in which to interpret the Agreement’s terms and conditions in circumstances where meaning may be unclear or ambiguous. Such provisions are not intended to alter the plain meaning of the Agreement or to change the scope of the Parties’ express obligations under it.

4.0 Document Control and Document Data Store

4.1 Document Data Store

- (1) In order to have a centralized location for managing common documents as a component of the Integrated Services Platform, current copies of all common documents for all Integrated Suppliers will be maintained and made available to all Integrated Suppliers via the Document Data Store.
- (2) The Document Data Store is a Service Management System further described in **Exhibit 2.1 (Description of Services – MSI)** for the MSI and **Exhibit 2.2 (Description of Services - Cross-Functional)** for the Service Tower Suppliers.
- (3) Common documents will be updated and posted in the Document Data Store via the processes described in the Service Management Manual (SMM) and this Section.

4.2 Document Change

The provisions in this **Section** describe the Document Change approach for common documents.

4.2.1 Changes to Common Documents

Common documents form the basis for the Integrated Services Platform and consequently must remain uniform across all Integrated Suppliers in order to provide and promote commonality and consistency among the participants within the Managed Environment. In the event there is a proposed change to a common document, the Parties will follow the process described below.

- (1) Either VITA or any Integrated Supplier may propose a change to a common document.
- (2) If an Integrated Supplier proposes a change to a common document, then VITA will, in its sole discretion, determine whether or not to promote the proposed change.
- (3) If VITA promotes a change to common document(s) (whether proposed by an Integrated Supplier or upon VITA's own initiative), VITA will notify all Integrated Suppliers of the change under consideration, including reasoning for such change and the proposed language.
- (4) Each Integrated Supplier will have 30 days (or longer, at VITA's discretion) to provide input and feedback on the proposed change. An Integrated Supplier is not obligated to provide any such input and feedback, but if it provides none, then such Integrated Supplier will be assumed to be in support of the proposed change.
- (5) Upon receiving and reviewing any feedback received, VITA will inform all Integrated Suppliers that it either (a) withdraws the proposed change, (b) proposes modifications to the proposed change, or (c) proposes to implement the change.
- (6) If VITA proposes modifications to the originally proposed change, the process above will be repeated.
- (7) The Parties agree to work in good faith through this process, and the Integrated Suppliers agree to make reasonable efforts to accommodate any such changes desired by VITA. Any change to a common document agreed to by all Integrated Suppliers will take effect (a) ninety (90) days after VITA has informed the Integrated Suppliers of VITA's determination to implement such change, (b) such earlier time as the Parties agree, or (c) such later time as VITA designates. The Parties will work together to execute any amendment and other documents required to effect such change.
- (8) If, for any reason, an Integrated Supplier does not agree to implement any particular change to a common document that is promoted for adoption pursuant to the foregoing, (a) such document will no longer be a common document for that Integrated Supplier (but will remain part of that Integrated Supplier's agreement, without the change); and (b) such document (as changed) may remain a common document with respect to the other Integrated Service Providers. It is understood that, if a document is no longer a common document for a particular Integrated Supplier pursuant to the foregoing, such Integrated Supplier may no longer be permitted to participate in certain governance or other processes related to the Managed Environment.

4.2.2 Changes to Operational Documents

Each of the following documents shall have its own change provisions, as follows:

- (1) The Service Management Manual may be changed in accordance with the governance processes established via ITISP Governance and under the Service Management Manual itself.
- (2) An Operating Level Agreement may be changed in accordance with the governance processes established via ITISP Governance and under the Service Management Manual.