

**TELECOMMUNICATIONS SERVICES DIVISION  
SERVICE LEVEL AGREEMENT**

**INTERACTIVE VOICE RESPONSE (IVR)**

**WASHINGTON STATE LOTTERY**

DIS Service Level Agreement Number: 2008-001

DIS Customer Service Agreement Number: 1160-0

**1. Purpose**

This Service Level Agreement Number 2008-001 (SLA) is executed by the Department of Information Services (DIS), Telecommunications Services Division and the Washington State Lottery pursuant to the terms and conditions of Customer Service Agreement Number 1160-0 (CSA). The parties acknowledge they have read and understand the terms and conditions therein. All rights and obligations of the parties shall be subject to and governed by the terms of the CSA. This SLA sets forth the obligations of the parties with respect to DIS' provision of Interactive Voice Response services to the Customer.

**2. Term and Termination**

The term of this SLA is effective upon the date of execution by both parties and shall remain in full force and effect until terminated by either party as specified in the above referenced CSA. Customer agrees to contract for the services defined in this SLA for a minimum of three years from the date of execution. After three years, the Customer or DIS may terminate this SLA upon 120 days written notice.

**3. Scope of Work**

IVR service will be provided to the Customer using a DIS Avaya Voice Portal platform.

**3.1 Service Description**

DIS will provide the Customer with the following support:

1. Coordination of assistance with telephony/application needs assessment;
2. Technical assistance with issues relating to application development testing and implementation;
3. Hardware problem diagnosis and resolution; and
4. On-going application performance monitoring.

The Customer is responsible for the following:

1. Telephone/applications needs assessment;
2. Applications software development programming and services or application software maintenance;
3. 800 telephone services;
4. Access lines;
5. Transcription of audio forms (if applicable);
6. Voice recordings (prompts);
7. Maintenance or administration of Customer IVR database information, which includes updating and accuracy verification; or
8. Non-English language support (recording, testing, troubleshooting, etc.).

DIS will own and manage the hardware-serving platform used to provide IVR services to the Customer. The Customer will have access to applications programming development and maintenance services provided by Interactive Northwest, Inc. (INI), a subcontractor to AVAYA under DIS Contract Number T06-TSD-321, for purposes of the actual software development and programming of the application. Such services include application call flow design, application scripting (including conditions and exceptions) and applications reporting and documentation. These services will be the Customer's responsibility as set forth in other documents and apart from this Service Level Agreement. The Customer is responsible for providing DIS with both telephone numbers and E-Mail addresses for the Customer parties responsible for this application in the event of a disaster.

### **3.2 Availability**

The serving platform that supports IVR Services has a scheduled availability objective of 99.9 percent seven (7) days a week, twenty-four (24) hours per day, excluding scheduled maintenance service. Scheduled availability is calculated on a monthly basis using the following formula:

$$\% \text{ Availability} = \frac{\text{Actual Service Availability (hours)}}{(\text{Total Hours-Scheduled Maintenance Hours})}$$

The Customer has identified a need that exceeds the standard availability criteria. To ensure that system availability meets the Customers requirements, service will be provided off of two different IVR systems with redundant application servers. This configuration ensures maximum reliability and allows scheduled maintenance to be performed without taking the Customers application out of service.

Customer application requires maximum availability after the hours of 7:00pm daily.

#### **3.2.1 Scheduled Maintenance Service**

Preventative maintenance and equipment or software installation will normally be scheduled during non-business hours. Maintenance work is scheduled in advance with a minimum of five (5) business day's notification to the Authorized Customer Representative (ACR). Should additional maintenance time be needed, DIS staff will contact the ACR to approve the additional time.

### **3.2.2 Emergency Maintenance Service**

Emergency maintenance on the serving platform will be performed immediately upon problem detection and coordinated with the Customer, whenever possible.

### **3.3 Shared Resources**

Core applications software (base functionality and features) and related resources may be shared among customer applications to facilitate lower costs and optimal resource utilization for all DIS customers. This resource sharing will not result in any degradation of Customer's service. An example of this resource sharing is using this application in a shared rather than a dedicated port group.

### **3.4 Service Review**

Services provided under this SLA will be regularly evaluated to insure service levels are being met.

### **3.5 Trouble Reporting**

Authorized Customer Representatives shall report an IVR service outage or problem to the designated DIS Service Desk. Trouble calls can be reported to 753-2454 twenty-four (24) hours a day, seven (7) days a week.

### **3.6 Trouble Definition**

IVR service outages and problems will be categorized as emergency or routine.

#### **3.6.1 Emergency Trouble**

Emergency trouble is defined as a failure of:

- The IVR serving platform (system);
- More than 25 percent of the IVR ports dedicated to a customer application;
- One or more applications not accessible or operational; or
- System power failure.

#### **3.6.2 Hardware Platform and Operating Systems**

Emergency trouble will be immediately referred to DIS/LTS technical support personnel for review. Initial remote diagnostics will be performed by the maintenance vendor with an on-site response time within two hours after receipt of the emergency maintenance call for 95 percent of all emergency trouble calls placed.

#### **3.6.3 Application Software**

Software applications maintenance will be performed in accordance with the terms of the Customer's software maintenance agreement with the developer. DIS will coordinate resolution of application problems with the developer based on instructions provided by the Customer.

#### **3.6.4 Routine Trouble**

Routine trouble is defined as a failure that does not fall into the category of "emergency trouble." Routine trouble on-site response time must be within 24 business hours after receipt of a routine trouble call. Non-service affecting work may be performed during normal business hours.

### **3.7 Trouble Ticket**

The DIS Service Desk will collect problem information from the authorized Customer representative and open a trouble ticket. The caller will be asked the following information:

- Service identification
- Description of the problem
- Caller's name and organization
- Return call telephone number
- When the problem started
- Any peculiar symptoms
- Other general information

A trouble ticket will be generated and assigned to the appropriate DIS personnel for problem resolution.

### **3.8 Trouble Escalation**

The Customer will provide the names and phone numbers of primary and alternate Authorized Customer Representatives (ACR) to be notified for cases warranting trouble escalation. The Service Desk, or designated representative, will immediately notify the ACR in the event of an emergency trouble condition. The status of the problem will be reported to the Customer representative during normal working hours, for the duration of the emergency trouble condition.

### **3.9 Application Disaster Recovery Planning**

If the Customer determines that their IVR application requires special restoration considerations, DIS, along with INI, will propose service alternatives (including costs). DIS, INI and the Customer will jointly determine whether a service restoration alternative will be implemented.

## **4. Pricing and Service**

Pricing and fees for services provided by DIS are listed below.

The monthly rate for standard IVR service is \$120.00 per port. The monthly rate for Text to Speech on the IVR is \$240.00 per port. The Customer will initially contract for 50 standard ports. The Customer will have the ability to increase or decrease the number of ports subscribed to, based on traffic studies or the Customer's changing requirements.

Usage is monitored and DIS may adjust the number of ports subscribed to if actual usage is 10% plus or minus the subscribed quantity on a recurring basis.

DIS will allow customer to access up to 90 ports after 7pm daily.

After Customer acceptance of the application, any design refinement, scripting, application development, program changes and/or related services performed by the developer will be billed directly to the Customer. DIS will coordinate the implementation of any programming changes required to maintain the level of performance of the Customer's application, e.g., changes in the Customer's database or changes required due to enhanced operational software. If changes are required to maintain the performance of the application to its original specifications, DIS will assist the Customer in working with the developer to resolve the problem.

**5. Billing and Invoices**

Billing and invoices will be in accordance with procedures outlined in the above referenced CSA. The Customer agrees to pay for the DIS services described in this SLA.

Billing for IVR services will start on the in-service date requested by the Customer. Billing for the first month will be prorated if IVR service does not start on the first calendar day of the month. IVR services will be billed on a monthly basis for services rendered during the previous month and the bill will be included with the monthly Local Telephone Service statement.

**6. Release**

Customer agrees to insure the accuracy and integrity of the data base information provided to load into the application, or which the application accesses on an external host computer. Customer agrees to obtain any necessary licenses, authorizations, permission or releases for the capture or use of any data, information or images in any media it provides to DIS in connection with the work authorized by this SLA.

**7. Access to Software**

Customer understands that DIS licenses software from third party providers for the purpose of providing services to its customers. Customer may not access such software as part of the services provided to the Customer hereunder. Customer agrees that it will not, nor will it allow its agents, employees or its authorized third parties to decompile, disassemble, reverse engineer or otherwise access the source code of any software provided by DIS whether the software is developed for DIS or licensed by DIS from a third party provider. Customer shall be liable to DIS and/or any third party provider of software for any breach of this provision.

**8. Service Level Agreement Changes**

This SLA may be modified at any time upon mutual written agreement of the parties. All such modifications will be made as an amendment to the SLA and will take precedence over the original SLA. As an exception, non-controversial changes such as rate decreases may be acknowledged by informal written correspondence, such as a service announcement, posting on a proposed web site, or e-mail between the authorized representatives in paragraph 10 and not incorporated in the SLA until the next update requiring a formal amendment.

**9. Order of Precedence**

If there is a conflict between this SLA and the CSA, the conflict will be resolved by giving precedence first to this SLA and then to the CSA.

**10. SLA Management**

Unless otherwise indicated, all correspondence regarding this SLA 2004-004 should be directed to:

Primary DIS Contact Name: Dan Davis	Primary Customer Contact Name: Terry Rudeen
Title: Manager, Local Telephone Services	Title: Information Services Director
Address: 512 12 <sup>th</sup> Ave SE, Olympia	Address: 814 East 4 <sup>th</sup> Avenue Olympia, Washington
Phone: (360) 902-3339	Phone: (360) 664-4708
Fax: (360) 586-6280	Fax: (360) 753-2602
E-Mail: DanD@dis.wa.gov	E-Mail: trudeen@walottery.com


**11. Authorization/Acceptance**

This SLA and the underlying CSA constitute the entire agreement between the parties and supersedes all other communication, written or oral, related to the subject matter of this SLA. Execution of this SLA by both parties constitutes an addendum to the underlying CSA, which remains in full force and effect, except as may be specifically modified and agreed to between the parties within this SLA. Customer hereby authorizes DIS to perform the services described. The Parties hereby acknowledge and accept the terms and conditions of this SLA.


**IN WITNESS WHEREOF, the parties have executed this Service Level Agreement.**

**APPROVED**

State of Washington  
Department of Information Services

  
\_\_\_\_\_  
Signature  
Roland Rivera  
\_\_\_\_\_  
Print or Type Name  
Telecommunications Services Division  
Assistant Director  
\_\_\_\_\_  
Title: 4/17/08  
Date

**APPROVED**

  
\_\_\_\_\_  
Signature  
Terry Rudeen  
\_\_\_\_\_  
Print or Type Name  
Director of  
Information Services  
\_\_\_\_\_  
Title 4/9/08  
Date