



SERVICE LEVEL AGREEMENT
Board of Regents, State of Iowa
SLA Number: _____

HR 3
Attachment

Introduction

This Service Level Agreement (SLA) is between the State of Iowa's Department of Administrative Services (DAS) Human Resources Enterprise (HRE) and the Board of Regents, State of Iowa. The purpose of the SLA is for provision of human resource services by the HRE to the Board of Regents, State of Iowa.

Service Start Date:	July 1, 2004
Service End Date:	June 30, 2005

Service Points of Contact:	DAS-HRE: Tim Cook	Daryl D. Frey
	Phone: (515) 242-6103	(515) 281-6603
	Customer: Marcia Brunson	
	Phone: (515) 281-3934	

Description of Services

This agreement is for human resource basic utility services provided to state government by the HRE. There are four sets of service packages. Each package is focused at a segment of customers based on services received from HRE. Those packages are:

- Executive Branch, Non-Regents
- Regents
- Judicial/Legislative/Fair Authority
- Community-Based Corrections

Within each package, services are bundled in three delivery areas:

- Employment
- Benefits
- Program Delivery

The list of services included in this agreement are those used by the Board of Regents, State of Iowa.

This agreement does not include any HRE optional utility services or HRE marketplace services.

I.	SERVICES – Program Delivery Services	Outcomes/ Measures
I.1.1	<u>Collective Bargaining Administration</u>	
I.1.2	Advise management on contract interpretation, application and implications for the Enterprise considering past practice consistent with the terms and conditions of the collective bargaining agreement.	Initial response within 24 hours of request.
I.1.3	Represent agencies in meetings with the unions on mandatory subjects of bargaining.	Ongoing communication with departments regarding negotiations.
I.2.1	<u>Rule Administration for Non-Contract Employees</u>	
I.2.2	Represent the State on hearings before the Public Employment Relations Board or Employment Appeal Boards in contested case proceedings consistent with administrative rules, procedural and evidentiary rules, statutory law and case precedent. .	Consistent with appropriate time frames established by rule or law.
I.3.1	<u>Grievance Administration</u>	
I.3.2	Conduct 3 rd step GRIP hearings on termination cases and issue decisions. Conduct arbitrations, including gathering evidence, accepting testimony and writing briefs.	Follow established grievance procedures and timelines.

II.	SERVICES – Benefits	Measures/ Outcomes
II.1.1	Group Insurance – Health Insurance is funded by the \$2.00 per contract holder fee. Life and Long-Term Disability and Dental Insurance are funded by the \$2.27 per employee benefit rate.	
II.1.2	Administer the State of Iowa Employee Group Insurance Program.	Ongoing.
II.1.3	Monitor Health and Dental insurance vendors' contract compliance on behalf of agency customer and its employees.	Ongoing.
II.1.6	Supply educational and informational materials to employees and departmental customers on the DAS-HRE Website.	Ongoing.
II.1.7	Provide standardized educational and informational materials for employees and departmental customers during the insurance enrollment and change period. Materials provided will be based on budget.	Prior to enrollment unless circumstances direct otherwise.
II.1.9	Interpret statewide moving expense policy and assist agency customers with any questions they may have about the program based on the applicable rules, laws, IRS regulations, and collective bargaining agreements.	Initial response within 24 hours of request.
II.2.1	Workers' Compensation – funded by the Workers' Compensation Premium.	
II.2.2	Oversee workers' compensation program to assure quality and regulatory compliance.	Ongoing.
II.2.3	Act as final authority on settlements in consultation with the Attorney General's Office.	Ongoing.
II.2.4	Financial management and allocation of cost to agencies.	Ongoing.
II.2.5	Provide for return to work services, which includes advising state agencies about the development of transitional employment policies and procedures to reduce the cost of disabilities to the state and the individual. This position will also assist employees who need vocational services, either directly or through other available resources.	Ongoing.
II.2.7	Provide program status reports and advice to the agencies, policy makers, and the legislature on request.	Initial response within 24 hours of request.
II.2.8	Oversee and manage the activities of the third party administrator including claims intake and evaluation; payment of wage replacement benefits; direction of medical care and payment of medical costs, travel, and miscellaneous; coordination of claims with the employing agency.	Ongoing.

Additional Department Expectations

(Please add additional expectations you require. Attach additional pages, if necessary)

- 1.
- 2.
- 3.
- 4.
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- 10.

Department Responsibilities

1. Assign a staff member as the primary contact for the HRE services.
2. Assign a staff member as Personnel Assistant.
3. Follow HRE processes to request services (i.e., AS400, paper forms, HRIS).
4. Provide HRE with all information necessary to process a service request.

Terms and Conditions

1. Billings for services in this SLA are effective beginning July 1, 2004.
2. Rates charged are established by the HRE Customer Council, or by legislation.
3. Rates are either based on a monthly or annual per employee or per participant count.
4. Billing will be made monthly.
5. This agreement is for basic HRE services. Under this category, there are established rates for:
 - Benefits
 - Employment Services
 - Program Delivery
 - Health Insurance Surcharge
 - Workers' Compensation
 - Employee Assistance Program
 - Golden Dome
 - Flexible Spending Account Programs
6. Optional Utility services will be provided under a separate agreement when requested by a department.
7. The parties agree that at any time during the term of this Agreement service levels may be modified, clarified, increased, reduced, revised, replaced, amended or deleted as agreed on by the parties. Appropriate lead-time and change control procedures shall apply.
8. Service disruptions due to problems outside the control of HRE do not constitute a basis to override this agreement and payment terms.

Service Fees

The following rates will initially be charged to the Board of Regents, State of Iowa:

Rates for FY '05 will be as follows –

- Employment Services** – \$5.67 per month per full and part-time employee
- Program Delivery** – \$6.14 per month per full and part-time employee
- Benefits** – \$2.27 per month per full and part-time employee
- Health Insurance Surcharge** – \$2.00 per month per contract holder
- Flexible Spending** – \$4.26 per month per participant
- Golden Dome** – \$2.00 annually per employee
- Employee Assistance Program** – Per hour fee or per capita – Agency Choice
- Workers' Compensation** – Premium charge-Annually or quarterly per Agency Choice

Possible Additional Charge

Additional charges may be necessary for requests that require a significant increase in staff time or volume of work processed. Before charges are incurred an additional agreement will be completed.

Force Majeure

Neither DAS-HRE nor the Board of Regents, State of Iowa, shall be liable to the other for any delay or failure of performance of this SLA, and no delay or failure of performance shall constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by a "force majeure" and not as a result of the fault or negligence of a party.

As used in this SLA, "force majeure" includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent.

If a "force majeure" delays or prevents DAS-HRE's performance, DAS-HRE shall immediately commence to use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be reasonably determined solely by DAS-HRE.

Billing Points of Contact:	DAS-HRE:
	Phone:
	Customer:
	Phone:

Agreed and Accepted:	DAS:
	_____ <i>Signature</i>
	_____ <i>Date</i>
	Customer:
	_____ <i>Signature</i>
	_____ <i>Date</i>