

SERVICE AGREEMENT

Between

The Maryland Department of Information Technology and
User Agency

For

Open-Source Website Development (WordPress) Services (FY2021)

Service Planned for Depreciation Effective FY2021

This Service Agreement forms a part of the Memorandum of Understanding between the Maryland Department of Information Technology ("DoIT") and user agency ("Customer"). The parties agree as follows:

1 Services Covered

The Maryland Department of Information Technology offers public-facing open-source websites that deliver a consistent, intuitive and device-agnostic experience to citizens who interact with state government on the web. Open-source services include hosting, design, configuration, maintenance and support of agency internet sites at below-market rates. Websites are configured and optimized to run on the state Enterprise Web Cloud Services infrastructure, on the latest WordPress Content Management System (CMS), where non-technical customers have hands-on access to create, edit, and publish site content, documents, media, and more in real-time.

General Services and Features include:

- Website hosting in current version of Wordpress CMS for sites with less than 200 pages.
- Real-time content publishing and deployment
- Site analysis, consultation and planning
- Website design/redesign, development, configuration, testing, and deployment.
- Implementation of standard Wordpress site features and DoIT approved plug-ins
- SLA-based skilled support for troubleshooting, and fixes for supported features and functionality
- DNS configuration and site subdomain management
- Google Search and Google Analytics tracking and reporting
- Broken link analysis and reporting
- SSL certificate for subdomains at the *.maryland.gov zone
- User login account with role-based permissions
- Statewide Branding Template, and application of Minor version enhancements
- One hands-on training session for new site admins

Additional Services available include:

Note: Additional services may require a Statement of Work, and incur additional costs.

- Forms processing and user surveys (Select Survey or ContactForm7)

- Bulk messaging, subscriber notifications, and content update monitoring (Granicus GovDelivery and/or PageWatch)
- Support for referrer sites, vanity URLs, and marketing landing pages
- Additional SSL certificates
- Back-end bulk data storage and transfer
- PDF and page-level Accessibility remediation
- Complex site migrations
- Custom application development and template-compatible UI/UX enhancements
- Statewide Branding Template Major version update site conversions
- CMS Platform Major Version upgrades (incompatible site conversions)

Benefits:

- Cost & Time savings:
 - Rapid deployment via standard design, platform, and service configurations
 - Customer user access to testing/pilot and development environments
 - Shared network, server, and content management platforms
 - Leverages benefits of volume pricing for licensing, storage, and operations
 - All services under one roof without the lengthy procurement process
- Standards Compliance:
 - Non-Visual Accessibility (NVA) compliant templates
 - Cross-browser and cross-platform compliant responsive design
 - Recognized statewide branding
- Secure, high availability, reliable, scalable infrastructure and platforms
 - Robust cloud-hosted infrastructure with built-in redundancy, load-balancing, and failover
 - *.maryland.gov domain secured with SSL encryption
 - Maryland IT Security Policy compliant
 - High-capacity and flexible storage, memory, and processing
 - Sites & CMS are typically available during planned maintenance events.

2 Parties Responsibilities

2.1 DoIT's Responsibilities:

DoIT shall provide:

- *“General Services and Features”* listed above; and *“Additional Services”* per request.
- Secured via Anti-virus protection, web application firewalls, intrusion detection, user authentication and role-based authorization management
- 24x7x365 site monitoring and event response: website availability, performance and supported services including all network traffic and administration access
- File-system backups, database backups, and server snapshots to meet Disaster Recovery objectives.

- Service Desk support per SLAs defined below.
- Troubleshooting and fixes for standard features and functionality
- Customer access to CMS testing and development environments
- Subdomain of maryland.gov (secured with SSL)
- Google Analytics maryland.gov child accounts scoped to your agency's site data
- Server administration including all server software upgrades, patches and hotfixes

2.2 DoIT shall not be responsible for the following under this Service Agreement:

- Transmission, storage, or processing of PII, FTI, HIPAA or other sensitive or confidential information on the Web Shared Services platform.
- Integration or direct connections to resources (databases) on customer networks
- Intranet or Extranet sites (though this service is on our roadmap)
- Sites that cannot be hosted using WordPress
- Sites that do not use a maryland.gov subdomain
- Sites that do not use the statewide branding template
- Support for sites hosted at 3rd party providers or on customer networks

2.3 User Agency's Responsibilities:

User Agency shall:

- Meet service prerequisites:
 - Use of DoIT maryland.gov Domain Registration Services (DNS) is required
 - DoIT Server and Storage Allocation
 - Subscription to networkMaryland services
- Utilize DoIT provided contact methods for incident reporting by calling or emailing the Service Desk, or by using the DoIT Self-service Customer Portal.
- Provide accurate and complete information relative to reported issues including any error messages or screenshots.
- Use only DoIT supported and approved plug-ins, add-ons, widgets, and web parts.
- Adhere to agency website guidelines, Use policy, Non-visual Access, and Information Security policies and guidelines.
- Have appropriate staff available during the resolution of a service related incident or request
- Have appropriate staff available for user acceptance testing, and respond in a timely manner to DoIT staff requests for information, or feedback during project planning and execution, and during Work Order and SOW review and signoffs.
- Have appropriate key staff with decision-making authority in attendance at status and project meetings.
- Provide proof of license, security certificate CSR, or other documentation when needed for service implementation.
- Provide at least one content manager, to be trained by Web Services.

- Provide at least three service contacts (including all content managers)
- Read and respond to service notifications. All service and content management will be added to applicable mailing lists when provided or updated.
- Notify DoIT Web Services of any changes to contacts or content managers.
- Maintain a list of all users, group assignments and permissions to the website
- Review all content and approve publishing in a timely manner.
- Supply all existing source code, databases, system documentation, and access to site analytics of any existing website to be migrated to DoIT platforms.
- Not upload sensitive, Personally Identifiable Information (PII), Federal Tax Information (FTI), or HIPAA information to public websites.
- Allow for appropriate lead-time for project requests to allow for initial discovery, project planning, and development of DoIT Statements of Work. Additional lead time is needed to accommodate contractual Work Order processes, software license and other procurement processing, and for completion of budget amendments.

3 Service Level Agreements

- Support Hours: 8AM - 5PM Monday – Friday
- Uptime: 99.9%
- Response time and resolution targets:
 - Priority 1 (P1) - Affects entire agency or prevents groups of users from performing critical business functions (without readily available workaround) thereby requiring immediate resolution. Effort towards a solution will commence as soon as ticket is assigned. P1 (Urgent) incidents MUST be reported by phone call to the DoIT Service Desk at 410-697-9700 for immediate response
 - Priority 2 (P2) response time 30 minutes, resolve time 2 days
 - Priority 3 (P3) response time 4 hours, resolve time 2 days
 - Priority 4 & 5 (P4/P5) response time 2 hours, resolve time 5 days
 - Note: At times, it may be necessary to contact a vendor for assistance, thereby lengthening response times.
- Project Requests:
 - Projects are differentiated from Service Requests in that:
 - Scope of work, level of effort, or other factors, exceeds that provided for services under the Service Catalog.
 - Projects require a fully executed Statement of Work, and may include related Work Orders, Task Orders or other procurement costs.
 - All projects will be assigned a Ticket number.
 - Web services makes every effort to appropriately and objectively prioritize, rank, estimate timelines, schedule, and complete projects, however, there are common factors that may impact planned delivery timelines
 - Project Priority (PP) Levels and Ranking Considerations:

- PP 1 (Urgent): Funded projects having statutorily mandated deadlines, by Executive Order, or those with critical risk of operational failures, security vulnerabilities, to data integrity, will be scheduled based on level of risk, due date, and resource availability, and date requested in order to meet inflexible deadlines.
- PP 2 (High): Funded projects with time-limited constraints such as those subject to Special or Grant funding, and those at risk of losing support due to expiring contracts, licenses or subscriptions. Applicable projects will be scheduled based on expiration dates, level of risk, availability of alternatives, resource availability, and date requested. (Note: this does not include otherwise unconstrained Fiscal Year-End deadlines.)
- PP 3 (Normal): Funded projects are scheduled according to date requested, business impact, dependencies, resource availability, and estimated duration. Procedural factors such as availability of 3rd party vendors, contractors, and stakeholders, and procedures related to the processing of Work Orders, procurements, RFPs, SOWs, fund certification, budget amendments and funds transfers need to be considered and may impact scheduling and delivery dates.
- PP 4 (Extended): Funded long-term projects requiring regular effort and significant project planning, or protracted RFP processing will be scheduled using the same considerations as Normal projects; however, PP 4 projects may be re-prioritized during active periods.
- PP 5 (Pending): Unfunded project requests pending funding approval and availability. Once funding is available, project priority will be upgraded accordingly. Pending projects will not be scheduled.

4 Maintenance Schedules

- DoIT Infrastructure patching will be performed on a weekly basis
- DoIT Patching will alternate between Microsoft Windows OS patching, and Application patching
- DoIT Emergency patching for critical security vulnerabilities will happen as needed and immediately as detected;
- DoIT will provide notice to the User Agency 2 weeks in advance of any planned maintenance, and with as much lead time as possible for high priority updates, and will notify users after critical updates are completed.
- Maintenance is completed outside of normal work hours, and agreed upon with agency management.

5 Support and Service Outages

DoIT will adhere to the process described above under Support Tickets for P1-P3 incidents, and to procedures as outlined in the DoIT Major Incident Response Plan.

6 Costs for Services

- Site setup and annual hosting services are offered at 3 different pricing levels based on a variety of factors including user traffic, storage, page and document counts, number of user accounts, level of support required, and overall complexity
- The cost of the covered services is outlined in DoIT's Cost Allocation Schedule, which is the DoIT Shared Services- Annual Invoice, for the current fiscal year.

7 Termination of Services

Agency must provide 60 days' advance written notice to terminate services.