

## **SERVICE AGREEMENT**

Between

The Maryland Department of Information Technology and

The Customer

For

Contractual IV&V Support

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

### **I. Service Description**

IV&V involves proactively determining early in a program’s life cycle what its risks are likely to be, and then identifying those that could be mitigated or lessened by performing additional reviews and quality assessments. IV&V activities can help ensure that quality is built into program deliverables from the beginning—starting with business and requirements analysis, continuing through software development and unit-testing activities, and ending with system and integration testing and acceptance. IV&V activities are performed by an entity that is not under the control of the organization that is subject to review.

IV&V activities provide information that determines (for management) whether development products of a particular activity conform to the requirements of that activity, and whether the software satisfies both its intended use and user needs.

The purpose of Verification is to ensure that selected work products meet their specified requirements. The purpose of Validation is to demonstrate that a product or product component fulfills its intended use when placed in its intended environment.

The objectives of the IV&V services include:

- A. Provide information that determines (for oversight and management) whether development products of a particular activity conform to the requirements of that activity, and whether the software satisfies both its intended use and user needs.
- B. Ensure that selected work products including planning, execution and closeout level documentation meet their specified requirements.
- C. Confirm that a product or product component fulfills its intended use when placed in its intended environment.

D. Proactively determine early in a program's life cycle the quantitative, qualitative, and financial risks associated with the program.

E. Built on a foundation of best practices, ensure that quality is built into program deliverables from the beginning—starting with business and requirements analysis, continuing through software development and unit-testing activities, and ending with system and integration testing and acceptance.

A. Standard Service:

The following components are included with the standard service:

1. Independent research, stakeholder interviews, observation of project processes, and the review and analyses of project files and documentation, as they exist at the time of assessment.
2. Completion of deliverables described in each Work Order, which will establish a baseline assessment of current project health.
3. Perform IV&V for implementation of a legacy system replacement and/or practices including findings and recommendations rooted in identified risks.
4. Monitor and report on agency compliance and provide process and document reviews in the form of ongoing on-site assessment(s).
5. Apply independent research, stakeholder interviews, and project monitoring to identify risk and mitigation affecting cost, scope and quality.
6. Provide independent on-site oversight as needed to support Agency corrective actions on an ongoing basis while maintaining independence.
7. Provide as needed assessment of portion of a project at a particular point in time and/or throughout the entirety of the project timeline. These assessments can apply to any project management processes consistent with Project Management Body of Knowledge (PMBOK) knowledge areas or accepted best practice as deemed applicable.
8. Quality assurance audits of IT systems to ensure that systems perform to documented specifications in areas such as data security, customer privacy, data accuracy, business processes, and customer satisfaction to meet the overall business need.
9. Assess action plans that correct audit findings.
10. Perform Certification and Accreditation assessments.
11. Provide Risk assessment associated with business areas such as cost, benefit, schedule, technical performance, human factors, safety and security.
12. Evaluate project governance including but not limited to: defined roles and expectations among all internal and external stakeholders, flow of project information among stakeholders, review, response, and escalation of project issues.
13. Evaluate compliance, documentation, and management as predicated by the State's System Development Life Cycle (SDLC) methodology.
14. Assess project auditability including individual contract assessment.

15. Feasibility and other independent assessments (technical, schedule, operational, economic, organizational maturity).
16. Provide presentations targeted to oversight, management and subject matter experts on reporting and operational enhancements.
17. Assess project management methodologies applied to managing processes and results.
18. Evaluate overall strengths and weaknesses in performing projects.
19. Assess the ability of the contractor and its project team to deliver projects on time, on budget and within scope and meeting the business requirements originally intended.
20. Other assessment areas or studies tailored to specific circumstances.

B. Service Exclusions:

The following elements are excluded from the standard service offering:

1. Examination of records/accounts with supporting documents to detect and prevent error or fraud.
2. Reporting of opinions of reporting as to exhibit a true and correct view of the state of affairs of a particular concern according to the information and explanations provided.
3. Acting as partners and/or catalyst for change in problem-solving, identifying and overcoming the obstacles that arise along a project's path to meet its goals. This may include but is not limited to:
  - a) Help implement change
  - b) Provide training and resources to staff and management
  - c) Assist in business planning and creating new businesses
  - d) Assess, hire and fire staff
  - e) PMO document creation

C. Optional Services

Optional services relate to the need and frequency of the reporting to support the required IV&V scope. These services may be adjusted in the work order to the vendor.

## II. Responsibility Model

The following contains a non-exhaustive list that describes the responsibilities for both DoIT and the customer and may be updated periodically. Updates will be considered effective 14 calendar days from the posting date of the new service agreement.

A. DoIT Responsibilities

DoIT shall be responsible for the following activities in coordination (as needed) with the customer receiving DoIT managed contract:

1. Contract administration and management
2. Final approval of deliverables
3. Invoice approval
4. Support dispute resolution

B. MITDP Responsibilities

The MITDP and its management shall be responsible for the following activities:

1. Establish a working relationship with the DoIT project team to better the work product
2. Remain engaged and responsive with DoIT and the IV&V contractor
3. Support IV&V as an advocate to improve the operation
4. Support and implement IV&V recommendations
5. Ensure IV&V is granted accesses as needed to perform contracted tasks

C. Request Management

Requests to change service shall be handled as follows:

1. New Service(s)  
Entities seeking to utilize the service or deploy optional services outlined herein must submit a request via email to [stephen.liberati@maryland.gov](mailto:stephen.liberati@maryland.gov) explaining the business needs or challenges.
  - DoIT will evaluate the request to ensure that the service meets the entity's business needs.
  - Requests that involve increases to costs will result in billing changes to the agencies which will require a Statement of Work and fund certification to make the change.

D. Support and Service Management Exclusions:

While DoIT strives to tailor support and maintenance activities to match the customer's mission, there may be limitations that hinder our ability to satisfy changing business needs. As such, support and service management activities do not include:

1. Development or management of customer applications
2. Spearheading customer initiatives
3. Project management

### III. **Costs for Service**

DoIT provides this service via a shared service model, which allows the state to recognize reduced pricing based on economies of scale.

- A. The MITDP charges budgeted for the current fiscal year are outlined in the DoIT/Agency MOU.
  - 1. Charges are derived for this service are per deliverable based on the accepted bid received from the contractor.
  - 2. Reference the current MOU for additional information

#### IV. Termination of Service

This service will automatically be renewed under the terms of the MOU or until the customer and DoIT mutually agree in writing to adjust or discontinue. Due to the nature of the shared services or state legislation, there is no option to opt-out or terminate this service. According to The Maryland State Finance and Procurement Code Ann. § 3A-308, the Maryland Department of Information Technology's (DoIT) is provided with a legislative mandate to provide oversight to Major IT Development Projects (MITDPs) in the State of Maryland. IV&V services are further outlined in Enterprise Project Management Office Independent Verification and Validations Policy and Process Sub-Section.