

## **SERVICE AGREEMENT**

Between

The Maryland Department of Information Technology and

The Customer

For

Managed Development Services - eGovernment (eGOV) Service

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**

DoIT offers state agencies the ability to create new eGOV services by leveraging the Self-Funded eGOV Services statewide contract. Self-Funded means the contract develops the services at no cost to the state and end-users are charged a fee during the payment processing for the digital service (i.e. license renewal and permits). eGOV services involve various digital interactions between agencies and their constituents. The contract is available for Self-funded eGOV services, including cloud-hosting of eGOV applications, and for use by multiple agencies. eGOV services include all hardware, software, project management, design, application development and maintenance, payment processing, marketing, and customer support necessary for the success of the eGovernment services.

The design, development, and delivery of new eGOV services will follow a work order process. New projects are reviewed, determined if they are appropriate for the eGOV program, prioritized, and approved by DoIT before project initiation. Agencies cannot contract for eGOV services directly from the vendor and must follow the formal Intake process to obtain services.

#### **A. Standard Service:**

The following components are included with the standard service:

1. The service will be hosted in the cloud using vendor provided resources.
2. The contractor will designate a project manager to oversee their role in the project.

3. The contractor will provide 24x7x365 customer (end-user) support and agency technical support via phone, email, and Live Help, at no additional charge to the agency or end user.

**B. Service Exclusions:**

The following elements are excluded from the standard service offering:

1. DoIT will not procure, maintain, or renew any licenses.
2. DoIT technical teams will not provide hosting, networking, or application support
3. Due to the nature of the contract, auxiliary or add-on services are unavailable for agencies to order.

**C. Optional Services**

Auxiliary services are not available with this contract.

## II. Service Dependencies

To ensure the service described herein is delivered consistently and in accordance with state standards, the customer must meet the following requirements:

|                       |   |
|-----------------------|---|
| <b>DoIT Services:</b> | <ul style="list-style-type: none"><li>• N/A</li></ul>   |
| <b>Technical:</b>     | <ul style="list-style-type: none"><li>• N/A</li></ul>   |
| <b>Non-Technical:</b> | <ul style="list-style-type: none"><li>• Provide three 24 x 7 x 365 points of contact for coordinating outages, emergency maintenance/restoration, and change management</li></ul> |

## III. Responsibility Model

The following contains a non-exhaustive list describing 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 for Customer**

DoIT shall be responsible for the following activities in coordination with the Customer receiving DoIT enterprise managed services:

1. Governance of the Work Order process that promotes goals and projects that align with the state's progression toward digital government
2. Daily, weekly, or monthly interaction with the contractor as required to review projects, compliance, and other collaborative opportunities
3. Manage WO request review and approval process
4. Manage WO proposal review and approval process
5. Monitor projects associated with the self-funded program
6. Ensure the project aligns with the state technology goals and objectives and the agencies IT Master Plan

B. Customer Responsibilities

The Customer shall be responsible for the following activities:

1. Participation in the Work Order Process to promote goals and projects of specific interest to government agencies
2. Regular interaction with the contractor to review projects, compliance, and other collaborative opportunities
3. Ensure the project aligns with the state technology goals and objective, as well as the agencies IT Master Plan
4. Upon execution of a work order, the Customer is ready to begin work on the project, actively participates in meetings, and does not have any significant conflicts
5. Assign a Program specific Subject Matter Expert (SME) who is responsible for overseeing the initiative and management decisions.
6. Communication and outreach to end-users/constituents and stakeholders are the requesting agency's responsibilities.
7. Submitting Project Change Requests (PCR's) for any changes to the service(s) associated with this WO.

## IV. Service Level Agreements (SLA's)

A. Availability

Service availability includes the duration of time the service is operational during a calendar month and the level at which the service functions. The table below further outlines the vendor's service targets.

| Category     | Measure       |
|--------------|---------------|
| Availability | 99.90% uptime |

B. Maintenance

The contractor may modify the service without degrading its functionality or security features.

1. Scheduled Maintenance

Regular maintenance must be performed to maintain availability and reliability standards and includes replacing hardware, upgrading software, applying patches, and implementing bug fixes.

- a) Scheduled maintenance will be performed outside of normal business hours during scheduled maintenance windows or as agreed upon in advance with the Customer.
- b) Maintenance Windows
  - Tue & Thu 5:00 p.m. – Application production deployments
  - Tue & Thu 5:00 p.m. – www.maryland.gov deployments
  - Sunday 3:00 a.m. – 9:00 a.m.
- c) The customer will be notified no less than five (5) business days prior to the scheduled activity.
- d) Within twenty-four (24) hours after the completion of the scheduled activity, the Customer will be notified.

## 2. Unplanned Maintenance

- a) The contractor will attempt to notify the Customer of any unplanned maintenance activities no less than two (2) hours prior to commencement. Note: Emergency activities requiring immediate remediation may not allow ample time for notification.
- b) Within twenty-four (24) hours after the completion of unplanned maintenance activity, the Customer will be notified.

## C. Service Delivery

The contractor will deliver the requested services to the customer in a timely manner according to the following standards.

| Category   | Measure  |
|--|--|
| Initial IntakeTicket Response and Customer Contact | Within 5 business days after assignment of the ticket to the Service Assignment group in ServiceNow. |

## V. Support and Service Management

### A. Support

Contractor will provide support via telephone and email according to the SLA's outlined below.

- 1. The contractor Service Desk is available twenty-four (24) hours a day, seven (7) days a week, to provide Tier 1 telephone support.

2. Tier 2 support will be provided during regular business hours (8 am - 5 pm) Monday thru Friday, excluding state holidays and state closings.
3. Tier 3 support will be provided as needed to address further escalations.
4. The contractor will serve as the primary support provider of the service outlined herein except when third-party vendors are employed.

**B. Incident Management**

Incidents reported to the contractor Service Desk will be triaged and managed based on priority as follows\*:

| <b>Priority (P)</b> | <b>Description</b>   | <b>Response Time</b>               | <b>Target Resolution</b>  |
|---------------------|--|------------------------------------|---|
| P1                  | An incident that results in a total cessation of service across the Customer   | Immediately after the first report | Target: 4 hours. If the outage is not resolved, a plan to resolve it must be in place within the target resolution time (24 hours a day, 365 days per year) |
| P2                  | An incident that results in a partial cessation or disruption of service, administrative access issues, or loss of other essential business functions.   | Immediately after the first report | Target: 4 hours. If the outage is not resolved, a plan to resolve it must be in place within the target resolution time (24 hours a day, 365 days per year) |
| P3                  | Disruption of service for of non-essential functionality, service questions, and administrative requests such as account creation, deletion, and changes | Immediately after the first report | Work towards resolution (Monday through Friday, excluding State of Maryland holidays)   |

\*Note: At times, it may be necessary to contact a third party vendor for assistance, thereby lengthening response times.

C. Request Management

Requests for a new eGOV service shall be handled as follows:

Entities seeking to use the service or modify an existing service outlined herein must:

1. Submit a request by email to [doit.intake@maryland.gov](mailto:doit.intake@maryland.gov) explaining the business needs or challenges.
  - a) DoIT will evaluate the request to ensure the service meets the entity's business needs.

D. Outages

The contractor will notify the Customer by email of any outages or service degradation resulting from maintenance, fault isolation, or other disruptions.

E. Support and Service Management Exclusions:

While DoIT and the contractor strive 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. Repairs or services for the customer's third-party technologies.
2. Spearheading Customer initiatives.

## VI. Costs for Service

The Self-Funded eGOV Services contract outlines a fee structure that results in an entirely self-funded program at no cost to the State. Because of this structure, not all programs will be eligible for this service

## VII. Termination of Service

This service will remain active unless the customer submits an Intake ticket to adjust or discontinue.

- A. The customer must provide ninety (90) days advance written notice to terminate services.