

SERVICE AGREEMENT

Between

The Maryland Department of Information Technology and

The Customer

For

Managed Hosting Services - Website

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

I. Service Description

The DoIT Web Services team will be responsible for hosting the agency's public facing websites in the DoIT managed Content Management System (CMS). Public facing websites will be accessible anonymously. Agency users will be able to log in to the website to make content edits, however, no server access will be granted.

Agency users must use the DoIT provided design template. All servers maintained by DoIT which host these sites are monitored by the security team and are located in a specialized public facing server environment to increase security. Hosting includes testing, staging, and production servers in the required environments along with associated licensing costs.

A. Standard Service:

The following components are included with the standard service:

1. Production site and Test site which are publicly accessible
2. Applying all the required updates and patches to the servers in Amazon Web Services(AWS) environment
3. Provide Secure Sockets Layer (SSL) for the site that supports the standard state naming convention ([name].maryland.gov). Secure Sockets Layer (SSL) certificates are used to establish an encrypted connection between a browser or user's computer and a server or website. Other certificates may be available through the DoIT SSL service offering
4. Monitor the site 24x7 and have a process to get notifications to the on-call personnel

5. Provide centralized Google search for site content
6. Hosting service only includes the hosting the site on the server with all necessary hardware and software (including licenses). (Site design and development beyond XX Small sites (under 99 pages) are separate services)
7. Basic content updates to the hosted sites will be supported if agency provides the content
8. The following licensing costs are included:
 - A. CMS Hosting
 - B. AWS
 - C. PowerMapper- An integrated solution to test for broken links, accessibility and create visual sitemaps
 - D. Site 24x7- Website monitoring with tracking and reporting
 - E. PagerDuty- Sends on-call notifications/calls and/or escalations

B. Service Exclusions:

The following elements are excluded from the standard service offering:

1. Hosting website outside of DoIT's existing CMS platform
2. Developing a site in an external CMS and migrating to DoIT's environment
3. Major content updates/content redesigns for the agency (Site design and development are separate services)
4. Customizing the site template/design
5. Adding new features/functionality on the site
6. Supporting third party vendors/sites who work with agencies
7. Generating analytics reports for agencies
8. Vanity URL or redirect URLs will not be provided. Services may be available through DoIT's web application firewall offerings
9. Hosting websites developed by agencies/vendors outside DoIT's Development Environment. Agencies requiring this capability should see the Development Environment catalog offering to support the requirement.
10. Troubleshooting/resolving issues on sites which are not developed by DoIT
11. Direct access to server infrastructure or operating systems. Customer access is restricted to the web environment on the server

C. Optional Services

Add-on services may be available upon request from the Customer for an additional cost. For any work requested in this area, DoIT can proceed on receipt of a funds certification document from the requester.

The following services are add-ons that may be requested. Costs for these items are variable and will be clearly defined and agreed to before moving forward with the request.

1. There are other service offerings which are offered and can be leveraged if the agency is using DoIT for website hosting services
 - Website design/redesign/development
 - Development Environment as a service
 - Add-on tools as a service (select survey, active data calendar, google analytics reports)

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:

DoIT Services:	<ul style="list-style-type: none">● DoIT support desk processes should be used for service requests.
Technical:	<ul style="list-style-type: none">● No restrictions from the agency network when accessing agency sites over the internet.
Non-Technical:	<ul style="list-style-type: none">● Provide 24 x 7 x 365 three points of contact (POC) for coordinating outages, emergency maintenance/restoration, and change management

III. 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 for the Customer

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

1. Patch servers for version updates and security updates
2. Maintain database backups for the sites and be able to restore them when needed
3. Monitor server logs/traffic daily to identify and address unusual spikes

4. 24x7 on-call support for site down incidents and/or server resource throttling (accessed through the 24-hour service desk)

B. The Customer Responsibilities

The Customer shall be responsible for the following activities:

1. Responsible for notifying DoIT of any changes to agency website POC
2. Agency POC and/or designee should be available for testing the site in the environment when requested by DoIT
3. Notify DoIT immediately if anything unusual is noticed in the site behavior e.g. if site is not loading or if displaying any error on the page

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 DoIT's service targets.

Category	Measure
Availability	99.9% uptime

B. Maintenance

DoIT 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 for PROD servers (7 pm - 6 am Monday - Friday)
- b) The customer POC will be notified no less than five (5) calendar days prior to the scheduled activity through Service Desk
- c) Within twenty-four (24) hours after the completion of the scheduled activity, the customer POC will be notified through Service Desk email

2. Unplanned Maintenance

- a) DoIT 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

DoIT will respond to the customer in a timely manner according to the following standards.

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

V. Support and Service Management

A. Support

DoIT will provide support via phone, email, or virtually according to the SLA's outlined above.

1. The DoIT Service Desk is available twenty-four (24) hours a day, seven (7) days a week, to provide Tier 1 phone support
2. Tier 2 support will be provided during regular business hours (8 am - 5 pm) Monday through Friday, excluding state holidays and state closings
3. Tier 3 support will be provided as needed to address further escalations
4. DoIT 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 DoIT Service Desk will be triaged and managed based on priority as follows*:

Priority (P)	Description	Response Time	Target Resolution
P1	An incident that results in a total cessation of service across the Customer	[2] hours	[24] hours
P2	An incident that results in a partial cessation or disruption of service, administrative access issues, or loss of other essential business functions.	[4] hours	[2] business days
P3	Disruption of service for non-essential functionality, service questions, and administrative requests such as account creation, deletion, and changes	[2] business days	[5] business days

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

C. Request Management

Requests to move, add, or change service shall be handled as follows:

1. New Service(s)

Customers seeking to use the service or deploy optional services outlined herein must:

- a) Submit a request via email to doit.intake@maryland.gov with their request for hosting service

2. Service Modifications

To increase, decrease, or alter existing service, the Customer must:

- a) Submit a request via email to doit.intake@maryland.gov
 - o Service modifications include increasing or decreasing quantity of units, relocation of service.
 - o DoIT will log the request and assign it to the appropriate team for fulfillment.
 - o 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. Outages

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

E. 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. Repairs or services for the customer's third-party technologies
3. Spearheading the Customer initiatives
4. Project management
5. Supporting/Hosting the customer developed sites outside DoIT development environment

VI. **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 Customer charges budgeted for the current fiscal year are outlined in the DoIT Shared Services Annual Invoice.

1. The unit of measure for which charges are derived for this service is based on the size (total page and document count hosted) of the site. The size of the site is determined using standard sizing as below:
 - XX Small: (0-99)
 - X Small (100-499)
 - Small (500-1499)
 - Medium (1500-3499)
 - Large (3500-9999)
 - X Large (10000-24990)
 - XX Large (25000+)
 2. Reference the current fiscal year Rate Sheet for additional information
- B. All services delivered by DoIT under this agreement are done so on a 100% reimbursable model and therefore costs will be evaluated and adjusted annually to account for fluctuations in the number of shared services used and the underlying costs to deliver that service.

VII. Termination of Service

This service will automatically be renewed unless/until the customer notifies DoIT in writing to adjust or discontinue.

- A. The customer must provide ninety (90) days advance written notice to terminate services. Due to the nature of the state financial system budgeting for IT services, terminations will only be effective at the end of the fiscal year following the conclusion of the ninety (90) day notice period.

VIII. Warranty, Limitations, and Exclusions

This section is not applicable to this Service Offering.