**SERVICE AGREEMENT**

between

The Maryland Department of Information Technology and

The Customer

for

Website Accessibility Testing & End User Application/System (Agency developed/maintained)

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

The Office of Accessibility staff conducts accessibility testing of websites and applications developed by agencies or vendors to evaluate their current accessibility status. Using a combination of manual and automated testing tools, procedures and methods, the team assesses whether the website and/or end user application/system complies with state accessibility standards.

Our standard service approach involves cursory testing, where we examine numerous elements and assess the functionality of most or all pages, depending upon the size of the site' or application/system.

We also offer comprehensive testing as an optional service, which involves an exhaustive examination of all focusable elements, functionality and pages within an application or site. However, this comprehensive testing is not included as part of the standard service model due to the increased time requirements.

A.  Standard Service:

   The following components are included with the standard service:
   1. Cursory accessibility testing and combined remediation report recommendations
      a)  Automated accessibility testing using multiple tools

2. Manual accessibility testing using at least one screen reader on one operating system
   a) Keyboard navigation and functionality testing
3. Mobile accessibility testing

B. Service Exclusions:

The following elements are excluded from the standard service offering:
1. Comprehensive accessibility testing
2. Remediation of found issues will need to be addressed by the vendor or website/app development team.

C. Optional Services

Auxiliary services may be available upon request from the Agency for an additional cost. These costs are not included in the budgeted services that DoIT provides and shall be the responsibility of the requesting agency. For any work requested in this area, DoIT requires a fund certification document in order to proceed.

The following additional services may be requested. Costs for these items are variable and will be clearly defined and accepted by both parties prior to moving forward with the request:

1. Comprehensive accessibility testing

## 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><li>Follow the intake process and emailing requests to doit.intake@maryland.gov.</li><li>Provide proof of funding. Fully submitted and approved documentation to cover the cost of completing the request.</li></ul> |
|---|---|
| Technical: | <ul><li>Provide DoIT with direct access to the development team that developed/maintained the respective website or application/system.</li><li>Initial accessibility screening/check must have occurred (dependent on access or availability)</li></ul> |
| Non-Technical: | <ul><li>N/A</li></ul> |

# III.  Responsibility Model

The following contains a non-exhaustive list that describes the responsibilities for both DoIT and the Agency 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 Managed Agencies
   DoIT shall be responsible for the following activities in coordination with the Customer receiving DoIT enterprise managed services:

1. Conducting accessibility testing
2. Furnishing an accessibility report with remediation recommendations to the Customer
3. Remediation efforts by Web Services team for DoIT developed websites
4. Accessibility site or application/system consultation upon request

B.  DoIT Responsibilities for Customer (Non-Managed Agencies)
   DoIT shall be responsible for the following activities in coordination with the Customer for which DoIT does not provide enterprise managed services:

1. Conduct accessibility testing
2. Furnishing an accessibility report with remediation recommendations to the Customer.
3. Accessibility site or application/system consultation

C.  Customer Responsibilities
   The Customer shall be responsible for the following activities:

1. Completion of an initial request for service(s) via the DoIT Intake process
2. Providing access to any development teams
3. In the case of secure applications with sensitive information, DoIT must be provided with access to the site or application/system without any additional burden (e.g. site or application/system must be able to be tested on a state issued laptop)
4. In the case of a team member being required to travel to a specific site, all expenses associated with this travel must be covered by the user entity.

# IV.  Service Level Agreements (SLA's)

A.  Service Delivery
   DoIT will deliver the requested services to the customer in a timely manner according to the following standards.

| Category | Measure |
|---|---|
| Initial Ticket Response and Customer Contact | 24-48 hours |
| Cursory Website Testing | Up to 15 business days* |
| Web and Mobile App Testing | Up to 15 business days* |
| Document Testing | Up to 5 business days* |
| Comprehensive Accessibility Testing | Up to 20 business days* |

**\*NOTE:** This is the expected timeframe for the completion of the work. The actual time to complete a request is dependent upon the complexity and size of the respective IT solution and availability of the testing team.


## V.   Support and Service Management

A. Support
   DoITs Office of Accessibility will provide phone support between 8am to 5:30pm during the working week. (excluding public or state holidays)


B. Request Prioritization/Criticality Levels
   Requests submitted through Service Now and assigned to the IT Accessibility Group will trigger DoIT's Office of Accessibility to manage the request based of the following criticality scale:

**1 - CRITICAL** = Mission critical, impedes continuity of government services [e.g. Ability for Maryland residents to pay their personal taxes.]
**2 - HIGH** = Business critical, major impact to government services [agency consumer forms not accessible; Proofpoint cybersecurity training inaccessible]
**3 - MODERATE** = Service critical, impact to government processes or services is likely [e.g. alt text items, objects not inline]
**5 - LOW** = Impact is not measurable or critical to government services or processes [color contrast issues]
   **NOTE:  The following factors will be considered when determining the appropriate criticality levels for IT Accessibility Group tickets:**

- **Requestor – Agency or Person**
- **Content or nature of the request – digital asset testing; review of remediation repairs**
- **Impact of the request – Urgency of request as conveyed; backlog, consequences of existing issue(s)**

C. Request Management
Requests to move, add, or change service shall be handled as follows:

1. New Service(s)
   User entities seeking to use the service or deploy optional services outlined herein must:
   a) Submit a request via Intake at [doit.intake@maryland.gov](mailto:doit.intake@maryland.gov).

2. Service Modifications
   To update, modify or alter an existing service request, the Customer must submit a request via Intake at [doit.intake@maryland.gov](mailto:doit.intake@maryland.gov).

1. 
   - Service modifications include changing a current request's scope
   - DoIT will log the request and assign it to the Office of Accessibility
   - 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. Remediation of websites, applications/systems, documents
2. Development or management of accessibility remediations to customer websites/applications
3. Downloadable forms and documents within Customer's websites, platform or applications
4. Project management
5. Website infrastructure modifications after completion of the service request

## VI.    Costs for Service

DoIT provides this service at no-cost to the requesting agency for any project that is 80 hours or less.

## VII.    Termination of Service

Based on the nature of the service provision, as this is an on-demand service, an actual termination notice is not required.

## VIII.    Warranty, Limitations, and Exclusions

Any project that is 80 hours or less will be cost inclusive.  Projects that are in excess of 80 hours will not be to be completed in-house and DoIT will need to use external resources that will require cost recovery from the requesting agency.