Maryland
DEPARTMENT OF
INFORMATION TECHNOLOGY

Wes Moore | Governor
Aruna Miller | Lt. Governor
Katie Savage | Secretary

SERVICE AGREEMENT

between

The Maryland Department of Information Technology and

The Customer

for

Google Workspace

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 Google team is responsible for the day-to-day management and maintenance of the Google Workspace Enterprise (GWS) platform. This team provides overall strategic direction, ongoing administration, and extends GWS as a strategic platform across the organization.

Standard Service:

The following components are included with the standard service:

Usage of the Google workspace platform including: Access to email via Gmail, calendar and contacts. Access to the Google Workspace Productivity suite (includes Google Docs, Sheets, Slides etc), dedicated Google Drive and Shared Drive for storage and collaboration usage, Google Meet and Google Chat. Also included is Google's mobile device management. This service requires the users acceptance of a mobile device policy for device encryption and enforced pin.

An archive license will be applied to any disabled accounts for which data needs to be retained for a period of time that is disabled by the agency or by DoIT's no login policy. The Google team is responsible for archiving the accounts and providing access to the archived data when formally requested. When accounts are transitioned from active to archive status, DoIT will update the users licenses accordingly to account for the following fiscal year counts. Archive user licenses have a cost per licensed account.

PIA Requests will be handled on an as requested basis. The Google team will be responsible for working with the requestor to ensure the search terms meet

Google's term complexity guidelines. Execute the search criteria, provide the result in either an MBOX or PST format, and ensure the requestor can access the data. Once the data is provided and the requestor confirms access, the PIA request shall be considered closed.

Legal Holds will be handled on an as-requested basis. The Google team will perform the Legal Hold to the best of their ability as described by the request. It is the responsibility of the agency to inform DoIT when the Legal Hold is no longer required so the accounts can be properly managed.

Service Exclusions:

The following elements are excluded from the standard service offering:

1. No Google Cloud Services are part of the Standard Offering
2. Google Voice support or licenses
3. Third-Party applications and accompanying support.
4. No BYOD mobile device support
5. PIA Requests - The Google team will not review, parse or search the date for specific emails/documents. The Google team will generate a PIA request based on the search criteria provided and provide access to an approved internal user. It is up to the requestor to search through the data provided.

Optional Services

Auxiliary services may be available upon request from the Customer 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 will not be able to proceed until fully funded by the requester through a funds certification document.

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.

Optional Services:

A. **Virtru Licenses:** Assigning a Virtru license to an account allows the user to send encrypted emails and to encrypt attachments.

B. **Data Warehouse Storage:** *"Pending Review"* DoIT is looking to procure a solution to address the retention and storage of data for archived accounts for both short and long term periods. This

solution will provide for access and export of data required for PIA and eDiscovery.

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:	● ***Active subscription to Multi-Factor Authentication service (login.md.gov - Okta) is required to login*** ● *Agency Active Directory must sync with Okta and GWS*
Technical:	● ***Network Connectivity***: *Customer network has stable and reliable connections* ● *Utilize a Google-supported web browser (Chrome, Firefox, Edge or Safari browser)*
Non-Technical:	● **Provide 24 x 7 x 365 points of contact** (3) for coordinating outages, emergency maintenance/restoration (with appropriate application access to provide technical assistance), 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.

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

- Administration of the Google Workspace Platform:
    - Maintains the stability and usability of the platform across production and non-production environments
    - Performs application maintenance to include performance monitoring and error identification and remediation
    - Manages support for incidents with the vendor
    - Manages instance security: user/group access, administration, access control lists, etc.

User Responsibility Model:
- Keeping Agency information up to date about:
    - Users

- Groups
- Resources
- New system and application integrations including SMTP and TLS requests
- Terminations of admin users
- Deactivation of Groups
- Requests for changes or additional resource accounts
- Changes in agency approvers for optional service requests
- Provide accurate and complete information relative to all issues, including identifying the app and any error messages
- Be available and/or responsive to DoIT Admin during the resolution of a service related incident or request.

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 as stipulated by the contract with the third party service provider.

Category	Measure
Availability	99.9% uptime
Response Time	3 business days

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 upgrading and updating software, applying patches, and implementing bug fixes.

  a) Scheduled maintenance will be performed outside of normal business hours (8 pm - 6 am Monday - Friday; weekends and holidays)

  b) The customer will be notified no less than five (5) business days prior to the scheduled activity.

  c) Within twenty-four (24) hours after the completion of the scheduled activity, the Customer will be notified.

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. <u>Service Delivery</u>

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	3 business days

V. Support and Service Management

A. <u>Support</u>

DoIT will provide support via telephone, email, or in-person 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 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. 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	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 of 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.			

Request Management

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

1. New Service(s)

Entities seeking to utilize the service or deploy optional services outlined herein must:

  a) Submit a request via email to doit.intake@maryland.gov explaining the business needs or challenges.
    ○ DoIT will evaluate the request to ensure that the service meets the entity's business needs.

2. Service Modifications

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

  a) Submit a request via email to doit.intake@maryland.gov

- ○ Service modifications include increasing or decreasing quantity of units, or adding additional funcionality
- ○ DoIT will log the request and assign it to the appropriate team for fulfillment.
- ○ 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.

C. Outages

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

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. Training in Google Workspace
2. Google Cloud Support
3. Third-party applications and Chrome extensions
4. API Application configuration

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 per account license
   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 the customer and DoIT mutually agree in writing to adjust or discontinue.

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

    A. No warranty is included