SERVICE AGREEMENT

between

The Maryland Department of Information Technology and

The Customer

for

Data Management - PaaS
Accounts Support

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

This service is only available to customers who subscribe to the Data Management: PaaS Accounts & Training (Tyler Technologies Data & Insights) service. This service delivers technical expertise and over the shoulder support to empower account holders to maximize the value of the platform and the results from customer developed content using expertly maintained standard platform features and capabilities.

The State of Maryland managed data management platform is available to customers to access a self-service platform for preparing, reviewing, collaborating, and sharing on the compilation, analysis and visualization of data to solve common goals among inter- and intra- agency partners. The available capabilities, tools, and features of this platform make data easy to find, access, and use for building visualizations and integrating with other platforms to conduct advanced analytics. The service also includes a managed pipeline to the open data portal to streamline the process of sharing filtered results with the public.

A. Standard Service:
The following components are a non-exhaustive list of features included with the standard service:

Standard platform features include:

  1. Host data in a FedRAMP moderate accredited cloud environment;

2. Create, upload and manage datasets from multiple data sources in a centralized environment;
3. Create and save custom visualizations of the data as tables, graphs, dashboards, and maps;
4. Integrate data feeds with other business intelligence and analytics platforms;
5. Quickly embed visualizations into webpages or create new story pages;
6. Gain access to additional datasets from other users across the platform;
7. Upload and download full or filtered data in csv, xlsx or other common formats;
8. Manage and configure alerts and notifications based on activities associated with your hosted datasets;
9. Access built-in API's for developers to quickly bring state data resources into web and desktop applications;
10. Easily prepare and publish data to the State's open data portal making it discoverable by the public;

Standard service features include:

11. In-house technical support to empower account holders to use the standard platform features listed above;
12. Vendor support with advanced expertise for standard platform feature troubleshooting on matters that exceed in-house expertise only;
13. Support of standard extensions, plug-ins and add-ons;
14. Assistance with capturing customer requirements and identifying best solution based on requirements;
15. Marketing of production solutions to local and national user communities;
16. Accessibility checks to maximize the reach within all constituent communities;
17. Product demonstrations to maximize use of available features or explore new features;

Levels of Support	Bronze Level	Silver Level	Gold Level	Platinum Level
Up to 10 tickets or 40 hours (1 hr per wk)				
Up to 25 tickets or 400 hours (8 hrs per week)				
Unlimited tickets up to 1,000 support hours (0.5 dedicated FTE)				
Unlimited tickets up to 2,000 support hours (1.0 dedicated FTE)				

B. Service Exclusions:
The following elements are excluded from the standard service offering:

1. Account creation, onboarding and training (see Data Management - PaaS - Accounts & Onboarding);

2. Technical support for non-standard platform usage and data connections (see Data Management - PaaS - Customer Developed Content Support);
3. Installation or support of non-standard extensions, plug-ins and add-ons (see Data Management - PaaS - Customer Developed Content Support);
4. Data creation, preparation, remediation or maintenance;
5. Data source design, development, maintenance and troubleshooting;
6. Data analysis services;
7. Ad hoc and customized training;
8. Ad hoc usage statistics;
9. Recovery/Restoration of deleted items from the platform;
10. Any Tyler Technologies products or platforms not listed above;
11. Non-english translations or components;

C. Optional Services

Auxiliary services may be available upon request 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.

1. Custom Extract, Transform, and Load (ETL) operations;
2. Support for non-standard data connections, and gateways;
3. Custom content development and maintenance;
4. Ad hoc and custom training;
5. Integration with Tyler Technologies Engagement Builder;

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) for maryland.gov users. - Active subscription to Tyler Technologies Data & Insights Accounts service.
Technical:	- Active State of Maryland government issued email address. - Customer network has stable and reliable connections. - Utilize a vendor-supported web browser (Chrome, Firefox, Edge or Safari) - Data sources must be accessible via configured firewall rules and access permissions.

Non-Technical:	● Understanding of data and metadata best practices. ● Active employment or contract with the named supervisor's agency. ● Provide responses within two (2) weeks of each posed query or notify DoIT support staff of expected response times. ● 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.

A. DoIT Responsibilities for the Customer

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

1. Platform governance, administration and monitoring
2. Provision new and manage existing Gateway agents
3. Manage Socrata-to-Socrata federation relationships
4. Maintain integration with MFA via Okta for eligible customers
5. Manage homepage and associated content
6. Feature content on data catalog and primer pages
7. Manage and configure settings for approved workflows
8. Installation and support for standard platform features
9. Installation and support of standard extensions, plug-ins and add-ons
10. Support in areas of connectivity, interoperability for approved data sources
11. Coordinate with the Customer to identify the root cause for troubleshooting
12. Advising the Customer to ensure compliance with state security policies
13. Advising the Customer on best practices for applying the available features
14. Accessibility checks to to improve the user experience
15. Marketing of production solutions to local and national user communities
16. Product demonstrations to maximize use of available features or explore new features

B. Customer Responsibilities

The Customer shall be responsible for the following activities:

1. Actively participate in the process to connect a required data source;

2. Submit a clear and concise statement via the DoIT service desk, to include nature of the issue and relevant details such as error messages, steps taken to resolve, and screenshots (if applicable)
3. Complying with all instruction provided by DoIT staff in the course of administering support;
4. Responding to DoIT staff queries within two (2) weeks of each posed query or notify DoIT support staff of expected response times;
5. Provide or directly assist with access and configuration modifications to accommodate connectivity to Customer data sources;
6. Data creation, preparation, remediation or maintenance;
7. Data source design, development, maintenance and troubleshooting;
8. Provide or directly assist with portions of troubleshooting associated with customer-developed content;
9. All customer-developed content maintenance and updates;
10. Respond to end user inquiries forwarded by DoIT for customer-specific content, including, but not limited to data sources, end user options, etc.
11. Proactively communicate with technical support staff throughout the course of progress of the request. Queries or requests for information will be closed after two (2) weeks after two (2) attempts via email and one (1) attempt via phone without response from the named requestor.

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.

Initial Ticket Response and Customer Contact	Bronze Level	Silver Level	Gold Level	Platinum Level
3 Business Days				
2 Business Days				
1 Business Day				
4 Hours				

All additional service delivery standards are determined on a case-by-case basis depending on the nature of the request, the available personnel and the expertise required to deliver the specific request.

V. Support and Service Management

A. Support

DoIT will provide support via telephone, email, or in-person according to the SLA's outlined above.

1. DoIT Service Desk twenty-four (24) hours a day, seven (7) days a week.
2. DoIT Data Services Team during regular business hours (8 AM - 5 PM EST) Monday thru Friday, excluding weekends, state holidays and closings.
3. 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*:

This service is for a SaaS platform. All incidents are the responsibility of the vendor as agreed in the State's Enterprise License Agreement. DoIT will consult with the vendor conveying the details of the incident and monitor progress to resolution by the vendor.

Incident Owner: DoIT			
Priority (P)	Description	Response Time	Resolution
P1	An incident that results in a total cessation of service across the platform	2 Hours	See Vendor SLAs
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	See Vendor SLAs
P3	Disruption of service for non-essential functionality	2 Business Days	See Vendor SLAs
P3	Service questions and administrative requests such as account creation, deletion, and role changes	2 Business Days	5 Business Days
P4	Troubleshooting, account transfers, and account administration above and beyond account creation, deletion and role changes.	2 Business Days	10 Business Days
*Note: At times, it may be necessary to contact a vendor for assistance, thereby lengthening response times.			

Incident Owner: Vendor

Priority (P)	Description	Response Time	Resolution
P1	An incident that results in a total cessation of service across the platform	2 Hours	N/A
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	N/A
P3	Disruption of service for non-essential functionality	2 Business Days	N/A

C. Request Management

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

1. New Service(s)
   The Customer seeking to utilize the service 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 Customer's business needs.

   The Customer seeking to 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 Customer's business needs.

2. Service Modifications
   To increase, 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 the level of service.
      ○ 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.

D. Outages

DoIT will communicate via X, formerly known as Twitter, @datamaryland of any outages or service degradation resulting from maintenance, fault isolation, or other disruptions. Status of the platform is found at https://support.socrata.com.

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. Account creation and onboarding;
2. Technical support for non-standard platform usage and data connections;
3. Installation or support of non-standard extensions, plug-ins and add-ons;
4. Data creation, preparation, remediation or maintenance;
5. Data source design, development, maintenance and troubleshooting;
6. Data analysis services;
7. Ad hoc and customized training;
8. Ad hoc usage statistics;
9. Custom content development and maintenance;
10. Recovery/Restoration of deleted items from the platform;
11. Any Tyler Technologies products or platforms not listed above;
12. Non-english translations or components;
13. Development or management of customer applications;
14. Repairs or services for the customer's third-party technologies;
15. Spearheading customer initiatives;
16. Project management;

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 Customer;
2. Charges are associated with the level of service;
3. 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.

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

A. Warranty
   1. Technical Support: Guarantee of timely response and resolution to reported issues within a defined timeframe;

B. Limitations
DoIT is not responsible for:

   1. Since Non-enterprise Agencies are not using Okta, the Agency is responsible for managing user account access. The Agency must be aware that the account will be managed with a user account that consists solely of an email address (the user) and a user specified password. DoIT bears no responsibility for destruction of data caused by leaving accounts active after the account owners have left service. We recommend informing DoIT Data Services immediately with a request for account termination and transfer of data to an appropriate owner within your Agency.
   2. Content loss due to unforeseen circumstances, platform errors, user error or misuse beyond reasonable control;
   3. Issues that arise as a result of user negligence or misuse of the associated products and services;
   4. Issues caused by third-party software or hardware not supported by the service;
   5. Customizations or modifications made beyond what is included in the service agreement;
   6. Issues related to natural disasters, or events beyond reasonable control;
   7. Issues that arise as a result of installation or operations of the supported products and services not in conformance with the documentation provided by the vendor;
   8. After hours and on-call virtual and/or in-person support is only available to accommodate production change management requests, all other occasions are assessed on a case-by-case basis when requested by the customer, and agreed upon by DoIT. Full scope of support and any additional costs for after hours support must be mutually agreed upon by the Customer and DoIT prior to the commencement of work.

C. Exclusions
   1. The Customer is solely responsible for ensuring the data is complete, accurate, up-to-date, and complies with relevant government regulations and

policies and hosting data sources remain accessible to the associated products and services for the duration of the service engagement.

2. DoIT will disconnect any data source identified as "at risk" as a result of either identified cyber issues or potential disclosure of confidential or restricted data. DoIT will notify the Customer and the identified manager of the action within a reasonable timeframe.