

# SERVICE AGREEMENT

Between

**The Maryland Department of Information Technology and  
User Agency**

For

**Web Development Professional Services (FY2021)**

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

## 1 Services Covered

The Maryland Department of Information Technology (DoIT) offers web application and integration development, database development and administration, advanced platform support, and consulting professional services. Web Application Development Professional Services are managed as projects via DoIT Statements of Work, and may be performed by DoIT staff, or through contractual services. Projects may also have dependencies on services provided through the DoIT Service Catalog, and may also include procurements for software licensing, 3rd party service fees, and/or contractual services.

- Consulting and Development Services include:
- Programming in multiple languages, using various technologies, and that comply with State security, privacy, Non-Visual Access (NVA), and other policies and guidelines.
- Database design, development and administration for Microsoft SQL Server, other relational databases, and NoSQL databases.
- Integration via Application Programming Interfaces (APIs), with third-party applications and Software-as-a-Service (SaaS) using web services
- Data import/export scripting, and transformation for data transfer.
- Configuration, custom development and integration with DoIT Web Shared Services CMS and other service platform offerings:
  - Forms processing and user surveys on Select Survey, SharePoint, Wordpress ContactForm7, the Maryland OneStop Licensing & Permit Portal, and custom forms on hosted websites.
  - Bulk messaging & subscriber mailing lists using Granicus GovDelivery.
  - Web page update monitoring & notifications using Granicus PageWatch
  - Online Events Calendars using Active Data Calendar Events Publisher.
    - Advanced Web Site support on hosted websites:
    - Custom CMS configurations and application development
    - Complex site migration and on-boarding
    - Statewide Branding Template Major Release site conversions
    - Template-compatible UI/UX enhancements on hosted sites.

- CMS Platform Major Version upgrades
- Additional hours for dedicated support: Support for more complex requests that exceed the level of effort typical for service requests.

## 2 Parties Responsibilities

### 2.1 DoIT's Responsibilities:

DoIT shall provide:

- “Services Covered” as listed above on either a Time & Materials (T&M), and/or Maintenance & Operations (M&O) basis.
- Assistance and will work with customer agencies to fully execute a Statement of Work defining project terms and conditions prior to the start of work.
- Standards-compliant development and procedures:
  - Development methods compliant with State Information Technology Security and Privacy standards.
  - Guidance and implementation of Non-Visual Accessibility standards
  - Reusable components and standard coding methodologies for rapid development.
- End-to-end, and full-stack services:
  - Services may include full-scope business analysis, requirements gathering, project management, solution architecture, development, delivery, maintenance and support.
  - Provide or facilitate the provision of full-stack environments, and n-tier solutions.
  - Procurement support for related pass-through purchases and contracts
  - Coordination with DoIT Infrastructure, Cloud Services, and Network technical staff as needed.
  - Coordination with vendors, contractors, and application stakeholders throughout all project phases as needed.
  - Facilitate transition from development to maintenance cycle.
  - Advanced or extended operational support.
- Application & Database Hosting and Storage
  - Application and database hosting, servers and storage is available in the DoIT Hosting Service Block (HSB) via either DoIT Server and Storage or via DoIT Enterprise Cloud Services offerings.
  - Microsoft Dynamics 365 available through DoIT’s Microsoft Enterprise Office 365 portal (See Business Productivity Platform Services for details)
  - DoIT Enterprise Web Shared Services public-facing web hosting in SharePoint and Wordpress (See Wordpress Web Hosting and SharePoint Web Hosting services for details.)
  - sFTP site configuration for secure transfer of files

### 2.2 DoIT shall not be responsible for the following under this Service Agreement:

- Configuration and support of customer desktops (unless the agency also subscribes to DoIT's Desktop as a Service offering)
- Configuration and support for customer servers or platforms located on customer networks.
- Transmission, storage, or processing of PII, FTI, HIPAA or other sensitive or confidential information through the Web Shared Services CMS platforms.
- Direct connections to resources (databases) on customer networks
- Intranet or Extranet sites (though this service is on our roadmap)
- 3rd party hosted sites or services

### 2.3 User Agency's Responsibilities:

User Agency shall:

- Utilize DoIT's Server and Storage or Third Party Compute & Storage Options (AWS)
- Utilize DoIT's Shared Website Development Services (SharePoint) or Open-Source Website Development Services (WordPress).
- Approve and sign Statement of Work (SOW) and service agreement(s) prior to project kick-off.
- Supply all existing source code, databases, system documentation, and access to site analytics of any existing related website.
- Coordinate necessary connections (account access, VPN) to servers if data transfer destination(s) are hosted outside of the DoIT HSB.
- Ensure appropriate staff are available for user acceptance testing and approve deployment to production environments, and verify functionality in production environments in a timely manner.
- Notify DoIT of any requirements to store sensitive, Personally Identifiable Information (PII), HIPAA compliance, section 508, and agrees to adhere to DoIT's IT security policies.
- Provide three (3) customer contacts to be used as contacts for this service.
- Report any request for support to the DoIT Service Desk.

## 3 Service Level Agreements

- Support Hours: 7AM - 5PM Monday – Friday
- Uptime: 99.9%
- Response time and resolution targets:
  - Priority 1 (P1) - Affects entire agency or prevents groups of users from performing critical business functions (without readily available workaround) thereby requiring immediate resolution. Effort towards a solution will commence as soon as ticket is assigned. P1 (Urgent) incidents MUST be reported by phone call to the DoIT Service Desk at 410-697-9700 for immediate response
  - Priority 2 (P2) response time 30 minutes, resolve time 2 days
  - Priority 3 (P3) response time 4 hours, resolve time 5 days
  - Priority 4 (P4) response time 1 day, resolve time 7 days
  - Priority 5 (P5) response time 2 days, resolve time varies

- Note: At times, it may be necessary to contact a vendor for assistance, thereby lengthening response times.
- Project Requests:
  - Projects are differentiated from Service Requests in that:
    - Scope of work, level of effort, or other factors, exceeds that provided for services under the Service Catalog.
    - Projects require a fully executed Statement of Work, and may include related Work Orders, Task Orders or other procurement costs.
    - All projects will be assigned a Ticket number.
  - Web services makes every effort to appropriately and objectively prioritize, rank, estimate timelines, schedule, and complete projects, however, there are common factors that may impact planned delivery timelines
  - Project Priority (PP) Levels and Ranking Considerations:
    - PP 1 (Urgent): Funded projects having statutorily mandated deadlines, by Executive Order, or those with critical risk of operational failures, security vulnerabilities, to data integrity, will be scheduled based on level of risk, due date, and resource availability, and date requested in order to meet inflexible deadlines.
    - PP 2 (High): Funded projects with time-limited constraints such as those subject to Special or Grant funding , and those at risk of losing support due to expiring contracts, licenses or subscriptions. Applicable projects will be scheduled based on expiration dates, level of risk, availability of alternatives, resource availability, and date requested. (Note: this does not include otherwise unconstrained Fiscal Year-End deadlines.)
    - PP 3 (Normal): Funded projects are scheduled according to date requested, business impact, dependencies, resource availability, and estimated duration. Procedural factors such as availability of 3rd party vendors, contractors, and stakeholders, and procedures related to the processing of Work Orders, procurements, RFPs, SOWs, fund certification, budget amendments and funds transfers need to be considered and may impact scheduling and delivery dates.
    - PP 4 (Extended): Funded long-term projects requiring regular effort and significant project planning, or protracted RFP processing will be scheduled using the same considerations as Normal projects; however, PP 4 projects may be re-prioritized during active periods.
    - PP 5 (Pending): Unfunded project requests pending funding approval and availability. Once funding is available, project priority will be upgraded accordingly. Pending projects will not be scheduled.

## 4 Maintenance Schedules

- DoIT Infrastructure patching will be performed on a weekly basis
- DoIT Patching will alternate between Microsoft Windows OS patching, and Application patching

- DoIT Emergency patching for critical security vulnerabilities will happen as needed and immediately as detected;
- Platform-as-a-Service and Software-as-a-Service solutions are maintained by service vendors, and maintenance schedules and notifications may vary.
- DoIT will provide notice to the User Agency 2 weeks in advance of any planned maintenance, and with as much lead time as possible for high priority updates, and will notify users after critical updates are completed.
- Maintenance is completed outside of normal work hours, and agreed upon with agency management.

## 5 Support and Service Outages

DoIT will adhere to the process described above under Support Tickets for P1-P3 incidents, and to procedures as outlined in the DoIT Major Incident Response Plan.

## 6 Costs for Services

The cost of the covered services is outlined in DoIT's Cost Allocation Schedule, which is the DoIT Shared Services- Annual Invoice, for the current fiscal year.

## 7 Termination of Services

Agency must provide 60 days' advance written notice to terminate services.