

SERVICE AGREEMENT

Between

The Maryland Department of Information Technology and

The Customer

For

ITSM Tool (ServiceNow) - Standard User

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 ServiceNow team is responsible for the day-to-day management and maintenance of the ServiceNow platform. This team provides overall strategic direction, ongoing administration, and extends ServiceNow as a strategic platform across the organization.

Standard Service:

The following components are included with the standard service:

Usage of the ServiceNow platform to submit tickets for support from DoIT. ServiceNow is the platform of ticket maintenance for DoIT. This service allows any user receiving support from DoIT to submit and track their Incident, Request and Problem tickets.

The platform team is responsible for the day-to-day management and maintenance of the ServiceNow Platform. This team provides overall strategic direction, ongoing administration, and extends ServiceNow as a strategic platform across the business.

Service Exclusions:

The following elements are excluded from the standard service offering:

1. The standard service does not include items listed in the Optional Services section
2. Support for Customer ServiceNow instances
3. Training in ServiceNow

4. Application development

Change Requests:

All change requests are subject to the DoIT Change Approval Board (CAB) review and approval. Any change request must follow this process.

Once a change request is approved it would be implemented by DoIT or the agency requesting the change for their instance.

Individual Instances:

Agencies are allowed to purchase and implement their own instances of ServiceNow. DoIT can assist with the procurement, although the agency will be entirely responsible for the implementation and support of that instance.

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.

The ServiceNow platform has the following capabilities:

- Streamlined and Automated Workflows
 - Group Assignment Consistency: All Group members are notified of Assignments all at once.
 - Tasks Assignment Consistency: Group members are assigned work via Task Assignment (taking ownership or being assigned by a Group Manager). This supports better logging of work.
 - Centralized platform: Access all tools and data in one place, improving visibility and collaboration.
- Data-Driven Decision-Making
 - Reporting and analytics: Track KPIs (Key Performance Indicators), identify work trends for each team, and track SLA (Service Level Agreement) performance.
 - Dashboards and visualizations: Immediate up-to-date information, trend discovery, identify bottlenecks to be removed and areas of improvement. Helpful with DoIT strategy and user satisfaction.

- Performance improvement: Use data to optimize processes, reduce Service Catalog reliance on Service Desk routing, and ultimately improve service quality.
- Improved Visibility and Control
 - Incident Management: Gain real-time insight into service disruptions with centralized issue tracking and resolution, identifying and addressing problems swiftly.
 - Problem Management: Proactively prevent recurring issues by pinpointing root causes and implementing corrective actions, maintaining service stability and control.
 - Service Catalog: Empower users with self-service capabilities through a standardized catalog of approved services, reducing workload and increasing transparency.
 - Knowledge base: Store and share solutions, reducing repeat support tickets and promoting self-service.
 - Asset management: Track and manage IT assets to ensure efficient utilization and security.
 - Change management: Control changes to minimize disruption and maintain service stability.
- Security and Compliance
 - Robust security features: Secure platform with data encryption, access control, and user authentication.
 - Compliance certifications: Adherence to relevant industry standards and regulations.
 - Auditability and reporting: Capabilities for logging activities and generating audit reports.
- Integration and Scalability
 - Out-of-the-box integrations: Pre-built integrations with commonly used IT tools and systems.
 - Open APIs: Ability to integrate with custom or third-party applications.

Additional ServiceNow licenses:

A. IT Service Management Professional Fulfiller User:

This tool makes your daily tasks faster by automating them, offering smart IT services that respond quickly. It helps you see what your teams are doing right now, making things run smoother and saving money. Plus, it makes things easier for employees with smart technology like machine learning and AI chatbots.

The "itil" role is a common Fulfiller role with a licensing fee, usually higher than approver roles. A Fulfiller can create, delete, and change records, view and edit reports, do development and admin tasks, and approve requests sent to them.

B. Software Asset Management Professional: The Software Asset Management Professional product helps you keep track of your software licenses, making sure you comply with regulations and

use your licenses efficiently. It works with other ServiceNow products to help you request, buy, and manage licenses, assign them to users or devices, and reclaim them when needed. It also helps you identify installed software and match it with your licenses, so you know if you have enough licenses for your needs.

- C. ITOM Operator Professional for Servers:** This platform acts as an advanced monitoring and remediation tool, assisting with uptime, performance, and stability of your server infrastructure. Through advanced analytics and automation, it shifts from reactive to proactive stance, effectively protecting the server environment.
- D. ITOM Operator Professional for PaaS:** Provides a transformative solution for seamless administration and improved service delivery. Its versatile capabilities enable detailed visibility into your PaaS infrastructure, aiding in proactive issue identification and resolution. It also fosters better collaboration between development and operations teams.
- E. ITOM Operator Professional for End Computing Devices:** Helps organizations manage all their different devices, like computers and phones, from one place. This makes sure people can work well, keeps devices safe, and helps IT teams work better.
- F. Security Operations Professional - SIR:** Connects your Security Information and Event Manager (SIEM) tools with Security Operations applications to bring in threat information and make security incidents automatically. Then, you can handle these incidents from start to finish, from figuring out what's happening to fixing it. The Security Incident Response tool helps you see what your security team is doing and find ways to do it better with clear charts and reports.
- G. Security Operations Professional - VR:** This tool assists security teams in managing large amounts of vulnerability data and helps operations teams in fixing vulnerabilities. It automates the process from gathering information to investigating and resolving vulnerabilities.

- H. Integrated Risk Management Professional:** This tool turns manual and inefficient processes into a single, integrated view of risk for the whole organization. It simplifies communication and processes across different departments and systems. By centralizing everything in one place, it makes it easier to manage risk and compliance, reducing complexity and overall workload.
- I. Vendor Risk Management:** This tool automates vendor risk assessments and gives you clear insight into any issues. It eliminates the need for manual tracking and brings all the information together in one place. Customizable dashboards help align vendor risk management with your overall risk strategy, making it easier to manage risk effectively.

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"> ● <i>Active subscription to Multi-Factor Authentication service (login.md.gov - Okta) is required to login</i>
Technical:	<ul style="list-style-type: none"> ● <i>Utilize a ServiceNow supported web browser (Chrome, Firefox, Edge or Safari browser)</i>
Non-Technical:	<ul style="list-style-type: none"> ● 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 ServiceNow 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
- Leads upgrade planning and execution
- Manages instance security: user/group access, administration, access control lists. Etc.
- Business Analysis:
 - Captures business requirements
 - Ensures requirements are understood, developed, tested, and delivered to specification
 - Works with stakeholders to identify, prioritize, model, and document business, process, and data requirements
- Development:
 - Designs, develops, configures, and customizes (when necessary) ServiceNow applications and services
 - Delivers new functionality across applications
 - Supports the entire development lifecycle

User Responsibility Model:

- Keeping Agency information up to date about:
 - Users
 - Groups
- Keeping DoIT up to date with information about the aforementioned

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	99.8% 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 (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. 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	3 business days

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. 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 - ServiceNow Administration is Tier 3 Support.
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. IE platform is offline and not accessible to all users	[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. IE platform is unusable by a large amount of users >10	[4] hours	[2] business days
P3	Incident or bug report of the platform that has some impact to users <10	[2] business days	[5] business days
P4	Incident or bug report of the platform that has a minor impact on small number of users <3	[3] business days	[6] business days
P5	Incident or bug report of the platform that is not impacting to day to day functions	[5] business days	[7] business days
<p>*Note: At times, it may be necessary to contact a vendor for assistance, thereby lengthening response times. **Note: Response and Resolution times are during regular business hours only</p>			

C. 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.
 - o DoIT will evaluate the request to ensure that the service meets the entity'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
 - o Service modifications include increasing or decreasing quantity of units, or adding additional functionality
 - 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. Support for Customer ServiceNow instances
2. Training in ServiceNow
3. Application development

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 ITSM Standard User is per PIN. All state agencies pay a share of this service as the basic cost to cover the state ticketing system as this affects all state agencies.
 - 2. Reference the current fiscal year Rate Sheet for additional information on advanced licensing types
- 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. Due to the nature of the shared service that covers the baseline support ticketing system for all state agencies, there is no option to opt-out or terminate the basic service..
- B. For all other areas, 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