

SERVICE AGREEMENT

between

The Maryland Department of Information Technology and

The Customer

for

Data Management - PaaS
Customer Developed Solutions Support
(Tyler Technologies Data & Insights)

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 Support (Tyler Technologies Data & Insights) service and is for requests outside of the Accounts Support services scope. The service offers guidance to customers who require hands-on support to restore and advance customer developed content. Examples include automating updates for hosted datasets; recommended improvements to content accessibility design, support of story page development and maintenance, development of non-standard gateways to connect data sources to meet specific business needs of the customer, automated processes to filter and publish data to the open data portal, and more. The service includes the capture of requirements and, if necessary, referral to the optional services should the necessary skills, personnel or timeline extend beyond available resources necessary to deliver the desired results.

A. Standard Service:

The following components are included with the standard service:

Discovery

1. Assess existing requirements and technical documents and diagrams
2. Define or clarify business goals and technical requirements
3. Compile a list of the content’s unique key features and functions
4. Develop a preliminary plan with estimated timeline and resource needs

Maintenance

5. Performance monitoring and provide usage reports, upon request
6. Ensure compliance with established quality controls and assurance
7. Conduct risk management and take proactive steps, on behalf of the customer, to mitigate issues
8. Ensure long-term success, provide on-going support and reduce risk
9. Train customer on unique key features and functions of the content
10. Recommend product optimizations to improve user experiences
11. Recommend improvements to data design and development
12. Advise on remediation activities to bring content into compliance with state policies
13. Connect trusted data source systems to facilitate collaboration amongst peers and user groups

Troubleshooting

14. Prompt response to incident tickets for registered solutions
15. Respond to slow performance issues in a timely manner
16. Investigate and identify the root cause and present to the customer
17. Recommend and implement corrective actions with the customer
18. Monitor results and document findings
19. Assess benefits to implementing results to prevent similar issues across the platform
20. Assist with data source access issues relevant to the enterprise platform connection

Enhancements

21. Deliver clearly defined scope for requested enhancements and recommended resources to deliver the desired results
22. Support capturing requirements and identifying best option based on requirements
23. Assistance through the accessibility review process and remediation
24. Establish connections to non-standard gateways necessary to meet specific business requirements of the Customer
25. Installation of non-standard extensions, plug-ins and add-ons
26. Implementation of data pipelines to automate data access
27. Custom Extract, Transform, and Load (ETL) operations

Levels of Support	Bronze Level	Silver Level	Gold Level	Platinum Level
Maintenance and Troubleshooting (Up to 80 hours total per registered solution.)				
Discovery, Maintenance, Troubleshooting				

(Up to 120 hours total per registered solution)			
Discovery, Maintenance, Troubleshooting, Enhancements (Up to 620 hours includes five (5) major enhancements)			
Discovery, Maintenance, Troubleshooting, Enhancements (Up to 1,120 hours includes two (2) major and five (5) minor enhancements)			

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. Rebuild solutions
3. Integrate with Tyler Technologies extensions that are not available in the managed tenant or through existing DoIT-managed contracts
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. Recovery/Restoration of deleted items from the platform
9. Any Tyler Technologies products or platforms not listed above
10. Non-english translations or components

C. 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.

1. New custom solutions development and full-time maintenance;
2. Establishment of enhanced custom security rules;
3. Custom theme development with specific colors for branding;
4. Ad hoc or customized training;

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">● Active subscription to Multi-Factor Authentication service (login.md.gov - Okta) for maryland.gov users.● Active subscription to the Tyler Technologies Data & Insights Accounts & Onboarding service.
Technical:	<ul style="list-style-type: none">● 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.● Ability to modify firewall connections and ports access.
Non-Technical:	<ul style="list-style-type: none">● 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. Installation and support for standard platform features
3. Installation and support of standard extensions, plug-ins and add-ons
4. Support in areas of connectivity, interoperability for approved data sources
5. Coordinate with the Customer to identify the root cause for troubleshooting
6. Advising the Customer to ensure compliance with state security policies

7. Advising the Customer on best practices for applying the available features
8. Assistance with capturing customer requirements and identifying best solution based on requirements
9. Marketing of production solutions to local and national user communities
10. Accessibility checks to maximize the reach within all constituent communities
11. Product demonstrations to maximize use of available features or explore new features
12. Provide basic project management, documenting requirements, scope, timelines and regularly inform customers with status updates
13. Notification of modifications during the maintenance or troubleshooting support services completed on behalf of the Customer
14. DoIT will track hours spent on enhancements

B. Customer Responsibilities

The Customer shall be responsible for the following activities:

1. Provide provisioning information needed to establish any data connections (IP Addresses etc.)
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. 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. Maintenance

DoIT may modify the service without degrading its functionality or security features.

1. Scheduled Maintenance

- a) Whenever possible, scheduled maintenance is performed outside of normal business hours (8 PM - 6 AM EST Monday - Friday; weekends and state holidays). Occasional maintenance may need to occur during normal business hours.
- b) The Customer will be notified no less than five (5) business days prior to the scheduled activity if it is to occur during normal business hours.

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. 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
2 Business Days				
2 Business Days				
1 Business Day				
1 Business Day				

V. **Support and Service Management**

A. Support

DoIT will provide support via telephone, email, or chat 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	4 Hours	N/A

	other essential business functions.		
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)

Customers 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 discontinuing the service..
 - 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 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, onboarding and training
2. Rebuilding solutions
3. Integrate with Tyler Technologies extensions that are not available in the managed tenant or through existing DoIT-managed contracts
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. Recovery/Restoration of deleted items from the platform
9. Any Tyler Technologies products or platforms not listed above
10. Non-english translations or components
11. Repairs or services for the customer's third-party technologies

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 solution, the extent of which is to be agreed upon by the Customer and DoIT on a case-by-case basis.
 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.

- 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
 1. Vendor licensing terms: DoIT serves as the primary customer to the vendor. All account users are subject to the terms and conditions agreed upon in the State's Enterprise Use Licensing Agreement (EULA).
 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.