

HAWAII INFORMATION CONSORTIUM

SERVICE LEVEL  
AGREEMENT

FOR  
COUNTY OF HAWAII

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HIC SERVICE LEVEL AGREEMENT

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**INTRODUCTION**

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"E-Hawaii.gov" is the Internet portal through which the State electronically provides public information, access to public information, and access to premium services.

HAWAII INFORMATION CONSORTIUM, INC. ("HIC") has been contracted by the State of Hawaii ("State") to serve as the manager of "E-Hawaii.gov."

The purpose of this agreement is to serve as a memorandum of understanding with respect to the implementation of "E-Hawaii.gov" for the County of Hawaii ("COUNTY").

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**WHAT HIC WILL DO FOR THE COUNTY**

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This document is subordinate to the requirements stated in: (1) Request For Proposal No. 99-00, Electronic Business and Internet Portal Provider, advertised on September 22, 1999, including all addenda; (2) HIC's Proposal submitted on November 19, 1999 in response to Request For Proposal No. 99-00; and (3) the Contract For Portal Manager Services (hereafter, "Master Contract") between the State of Hawaii and HIC, dated December 29, 1999 and effective January 3, 2000, as the same is amended from time to time. In the event of a conflict between the provisions in this Service Level Agreement and the foregoing documents, the provisions of the foregoing documents shall control.

**Liability**

Act 292, SLH 2000 (hereafter, "The Act") (amended by Act 110/2003) established the State Internet Portal that extends portal service to all branches of government. The Act, in lines 19 -23, defines "government agency" to mean "any government agency that stores, gathers, or generates public information, including all branches of government, all executive departments, boards, and commissions of the State or counties, and all public corporations created by the legislature."

Paragraph 20 of the Master Contract provides indemnification language which protects the State with respect to HIC's actions or intentional omissions in operation of the Portal. For the purpose of this Service Level Agreement between HIC and the COUNTY, all references to the State, in the indemnification language in paragraph 20 of the Master Contract, reproduced below, shall be understood to include the COUNTY.:

**LIABILITY**

- A. The State its agents, and employees shall not be legally responsible for errors due to problems caused by HIC's actions or intentional omissions in operation of the Portal.
- B. HIC agrees for itself, its agents, employees, and assigns to hold harmless, indemnify and defend the State, its agents and employees from any actions arising out of HIC's negligence or material failure to perform under the terms of this contract

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C. HIC agrees that it has no right of subrogation or contribution from the State for any judgment rendered against HIC to the extent such judgment results from HIC's negligence or material failure to perform under the terms of this contract.

Among the responsibilities, duties, and obligations of HIC in these documents are certain tasks, functions and services that HIC has agreed to provide to each government entity seeking to implement web applications on EHawaii.gov, that is, to create web applications by which to provide public information, access to public information, and access to premium services. HIC has agreed to provide these tasks, functions and services at no cost to each government entity.

HIC will coordinate and work with the COUNTY similar to how a web-hosting provider would work with its customer. Just as customers would use a web hosting provider's resources to publish and disseminate their information, the COUNTY may use HIC to obtain management, programming, financial, technical, and marketing resources to help the COUNTY develop, state, host, and promote expanded citizen access to existing information or transactions without expense to the COUNTY [RFP at section 4.01.d].

HIC will report any breach of Hawaii Revised Statutes Chapter 487J, 487N and 487R within seven days of occurrence to the COUNTY. The report shall contain information relating to the nature of the incident, the number of individuals affected by the incident, and any procedures that may or have been implemented to prevent the incident from recurring. HIC will further fully cooperate with COUNTY in any investigation on any security breach of information.

A list of some of these tasks, functions and services is attached as attachment "A." Since this list is not intended to be exhaustive, if a government entity requires tasks, functions and services not listed on attachment "A," an inquiry should be issued to HIC and the Access Hawaii Committee.

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### IMPLEMENTING WEB APPLICATIONS ON EHAWAII.GOV

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To initiate the implementation of a web application on EHawaii.gov, the COUNTY must work with HIC to prepare a Statement of Work document for the web application. Since the Statement of Work is the document that describes the purpose and scope of the proposed web application, the COUNTY is strongly encouraged to collaborate with HIC on this document. Statements of Work so developed are subject to approval by the Access Hawaii Committee.

- a. Generally, this Statement of Work document should set forth the following:
- b. Overview
- c. Subordinate to Service Level Agreement
- d. Purpose Statement

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- e. Overview of Current Process (current business process, current technical environment, legal/statutory/regulatory issues)
- f. Scope Statement
- g. Technical requirements including but not limited to:
  - a description of the functional and design requirements;
  - user interface requirements;
  - operational flowcharts;
  - software descriptions;
  - network accessibility information;
  - interactive elements;
  - information-capturing capabilities;
  - browser and platform compatibilities;
  - e-commerce requirements;
  - audio/video format requirements;
  - linking structures;
  - database seeding requirements;
  - applicable standards (e.g., HTML, XML, etc.);
  - screen and file layouts;
  - security requirements;
  - general “look and feel” elements;
  - accessibility requirements;
  - performance requirements; and
  - copyright and ownership issues.
- h. Delivery of Final Application
- i. Project Development Costs
- j. Software Development Risk Identification
- k. Deliverables
- l. Schedule Estimates
- m. Maintenance and Support
- n. Future Software Modifications and Enhancements
- o. Software Development Process
- p. Change Process
- q. Stakeholders
- r. Chain of Command
- s. Statutory Fee, if any, which applies to the service
- t. Recommended Online Fee, for oversight committee approval
- u. Sign Off

2. The applicable timetable for all work and deliverables.

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COLLABORATION

Successful development of a functional web application will require collaboration between HIC and the COUNTY. Both HIC and the COUNTY agree to assist each other in understanding, documenting, and implementing the Statement of Work.

FINAL APPROVAL OF WEB APPLICATIONS

Final approval of any web application developed by HIC, including the decision to publish the web application, rests with the COUNTY.

CONFLICTS

In the event of a conflict between HIC and the COUNTY, the parties shall first attempt to resolve and otherwise work out the conflicts. In the event the parties are unable to resolve the conflict, the matter shall be brought to the Access Hawaii Committee.

Understood and agreed.

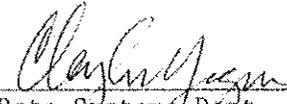
  
\_\_\_\_\_  
Russell Castagnaro  
General Manager  
Hawaii Information Consortium

Date: 3/11/07

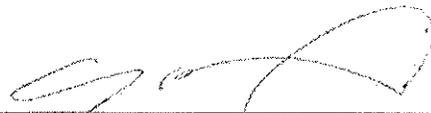
Recommend Approval

  
\_\_\_\_\_  
(D) Harry Kim  
Mayor  
County of Hawaii

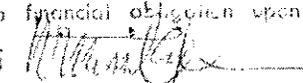
Date: MAY 2 2007

 4/23/07  
\_\_\_\_\_  
Data Systems Dept  
County of Hawaii  
Date

Approved as to Form and Legality:

  
\_\_\_\_\_  
County Attorney

4/26/07 APR 26 2007

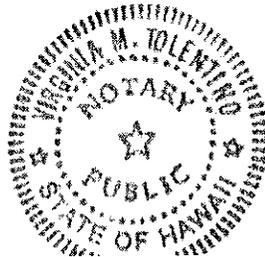
Pursuant to Section 6-3.3 and 13-13 (d) of the Hawaii County Charter, I have examined this contract and find that it imposes no financial obligation upon the County.  
  
\_\_\_\_\_  
Date Director of Finance

STATE OF HAWAII )  
 ) SS.  
COUNTY OF HAWAII )

On       MAY 2 2007      , before me personally appeared DIXIE KAETSU, to me personally known, who, being by me duly sworn, did say that DIXIE KAETSU is the Managing Director of the County of Hawai'i, a municipal corporation of the State of Hawai'i; that the seal affixed to the foregoing instrument is the corporate seal of said County of Hawai'i; that the foregoing instrument was signed and sealed in behalf of the County of Hawai'i by authority given to said Mayor of the County of Hawai'i by Section 5-1.3(g) of the County Charter, County of Hawai'i (2000), as amended, and assigned by the Mayor to the Managing Director pursuant to Section 6-1.3(h) of the County Charter; and said DIXIE KAETSU acknowledged said instrument to be the free act and deed of said County of Hawai'i.

*Virginia M. Tolentino*  
VIRGINIA M. TOLENTINO  
Notary Public, State of Hawai'i

My commission expires: 4/22/2009



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## ATTACHMENT A

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### **Introduction.**

HIC has agreed to perform certain tasks, functions, and services for each government entity seeking to create web applications by which to provide public information, access to public information, and access to premium services. HIC has agreed to provide these tasks, functions and services at no cost to each government entity.

This document lists some of these tasks, functions and services. Since this list is not intended to be exhaustive, if a department requires tasks, functions and services not listed on Attachment A, an inquiry should be issued to HIC and the Access Hawaii Committee.

### **General Description of EHawaii.gov.**

EHawaii.gov is an internet portal, that is, a web-based front-end by which a person can gain access to public information and services (e.g. themes, functions, organizations, events, services, transactions), using guidebooks, icons, directories, tutorials and other tools.

The portal makes it easier and more convenient for businesses and citizens to navigate, locate, evaluate, select, retrieve and manage public information resources, services and programs on the Internet, to communicate with selected agency officials, and to utilize a variety of electronic transactions offered online by state government. [RFP at section 5.04.c]

For actual and prospective visitors to our State, EHawaii.gov acts as a reference and referral service, providing online tools that make it easy for the public to receive information from the State via the Internet. For example, EHawaii.gov will provide links to existing information and websites that highlight various aspects of Hawaii's history, culture, religions, government, travel, recreation, community and economic life. [RFP at section 5.06.a].

### **What is the difference between the State's original Internet home page and EHawaii.gov?**

The State's distributed web enterprise is based more upon agency organization than by functions. For instance, if a business wanted to know which forms it must complete to do business in the State, the business would be required to access the various websites for several different government agencies.

In contrast, EHawaii.gov is organized and based on a 'citizen centric' approach. Thus, using the example above, EHawaii.gov will have a single web link that will provide easy central access to the requested information that would otherwise require interaction across multiple agencies and even different levels or branches of government. [RFP at section 5.04.d].

## What will HIC do to assist State Agencies?

**Provide a Consistent User Interface.** HIC will develop a user interface that is consistent across all services. This user interface will be widely accessible, facilitate ease of learning and use. [RFP at section 5.04.f].

**Ensure Accessibility Via Popular Browsers.** HIC will ensure that EHawaii.gov is accessible via popular browsers such as Microsoft's Internet Explorer and Netscape's Navigator. [RFP at section 5.02.a].

**Coordinate On an Inter-governmental basis.** HIC will work closely with other levels of government, federal and local, to aggregate services or information in an integrated way with State online content. [RFP at section 5.04.e].

**Provide Search engine integration.** HIC will ensure that search engines will integrate across both EHawaii.gov and agency websites. [RFP at section 5.04.g].

**Facilitate Access to Existing websites.** HIC will provide guidance on what types of directories or tools for navigation should be implemented to make existing state information and access to new data and services more user-friendly, cohesive, and understandable. Individual state agencies will still have control over the design and content of their on websites, but EHawaii.gov will be linked, and provide an easy to use front-end to the many websites and web-based information sources that already exist. HIC will work closely with state agencies upon request to help ensure that all state agency's web pages use the same types of methods for navigation, searching, and presentation of information. [RFP at section 5.06.b].

**Provide customer service help.** HIC will provide customer service help to users of EHawaii.gov services, both online help capability and telephone support. HIC will also provide a help desk that will meet the needs of non-subscribers as well as Subscribers without additional charge to users. [RFP at section 5.07.a].

**Provide Training and Reference Materials.** HIC will provide training and reference material for distribution to current and potential users, and government information providers. [RFP at section 5.07.c].

**Conduct customer satisfaction surveys.** HIC will periodically conduct customer satisfaction surveys and for determining the level of use, acceptance, and ease of use of services. [RFP at section 5.07.b].

**Provide security and authentication services.** HIC will provide the following security and authentication services:

Provide the ability to execute secure, authenticated, two-way transactions;

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Implement date-time stamp and an audit trail for identifying all network security breaches and attempted breaches;

Prohibit users from accessing data or computer facilities unless such access were expressly approved by the participating agency and HIC;

Maintain and ensure data integrity and users' confidentiality and privacy;

Address issues such as misuse or fraud including resolution options;

Accommodate scheduled and unscheduled inspections, by State personnel or designees including law enforcement personnel, for risk assessment of network security;

Ensure implementation and maintenance of standard security guidelines, protocols and procedures;

Report any compromises of network security such as intrusions, denial of service, spoofing, etc.;

Maintain logs documenting items including but not limited to the following: users, dates and times of access, applications accessed, etc.;

Ensure full cooperation with law enforcement agencies in cases of security breaches involving criminal and/or non-criminal activities;

Provide activity/performance reports including but not limited to: types of transactions, transaction volumes, response time, web page hits, etc.;

Ensure transaction validation and security;

Ensure that HIC's employees or contractors involved in any activity relating to this project undergo background checks including but not limited to financial and criminal history;

Provide redundancy of systems to ensure continuous availability of services to all users;

Comply with reporting requirements.

[RFP at section 5.09].

**Provide integration with back-end systems.** HIC will integrate/interface to existing back-end legacy databases and other data sources in the State to extract the appropriate data for EHawaii.gov services. Any computer and/or communications hardware, software, or service required to implement this interface shall be at HIC's expense, inclusive of all one-time and recurring costs. Installation of all hardware, software, and/or services for this interface shall be coordinated with and directed by State systems support and/or telecommunications staff. [RFP at section 5.10.a].

HIC will perform any data conversion that may be required in sorting the data from the State's existing back-end legacy systems or other data sources to EHawaii.gov. All such data conversion shall be done at HIC's expense. [RFP at section 5.10.d].

But note, however, that HIC will not manage or host the existing back-end legacy systems or other data sources that already service the State's applications. [RFP at section 5.10.b]. Moreover, there will usually be no direct access to the State's existing back-end legacy systems and other data sources through the EHawaii.gov Internet portal and website, or a dedicated, live, connection between them. Connectivity would be enabled for the duration of the data extract, and disabled upon completion. [RFP at section 5.10.c].

**Provide a Data Repository.** HIC will provide for the storage and the storage management of essential data being made accessible to the public including provision for backup copies of the data so that reconstruction of lost data does not involve the use of original data sets. HIC will accommodate growth in data sets added to the data repository. All hardware and software utilized in this project must be physically located in Hawaii at a location to be determined by ICSD. [RFP at section 5.11].

**Provide for Performance Monitoring and Problem Resolution.** HIC will provide performance monitoring and problem resolution. In addition, HIC will regularly perform normal and preventive maintenance, which maintenance will be performed at times that will not adversely affect daily operations. [RFP at section 5.12.a].

HIC will respond to system malfunctions, security breaches and diagnose and solve problems with the network, hardware or software within two (2) hours of failure, as well as interface with and consult hardware and software vendors to identify and correct problems. [RFP at section 5.12.b].

HIC will provide for a back-up system that will take over in the event the hardware or software fails. [RFP at section 5.12.c].

**Gather performance statistics.** HIC will develop EHawaii.gov so that it will gather performance statistics as well as statistics on user access. [RFP at section 5.04.h].

**Platform Access.** If a state agency decides that direct access to its platform is desirable, and such access is approved by the Access Hawaii Committee as required, then HIC will provide

access through the State's wide area network. Any devices added to the State's wide area network must be approved and coordinated by ICSD. [RFP at section 5.02.b].

Any time direct access to a state agency is made available, HIC will utilize appropriate hardware and software, compatible with agency operating environments, to enable interactive exchange and adhere to all standards, policies, guidelines and bulletins issued by the applicable agency. [RFP at section 5.02.c]

**Comply with Applicable Laws on Non-discrimination.** HIC will comply with all applicable federal and state laws prohibiting discrimination against any person on the grounds of race, color, national origin, religion, creed, sex, age, sexual orientation, marital status, handicap, or arrest and court records in employment and any condition of employment with HIC or in participation in the benefits of any program or activity funded in whole or in part by the State. [RFP at section 11.25].

**Assist in Process Improvement.** HIC will assist agencies in understanding how processes and services can be improved and streamlined by deploying them as web applications, and in fostering partnering and cooperation among agencies that deliver services via EHawaii.gov. This assistance will include proposed processes and plans for:

Locating and re-structuring duplicate or redundant information and services that are being delivered to overlapping customer bases;

Combining information into a single system to improve customer service and raise program efficiency;

Fostering a high degree of partnering that would plan and develop online services among agencies and between government and HIC;

Conducting executive and management education programs to disseminate information on innovative ways to use information technology to deliver government services; and

Identifying for agencies sources of consulting and technical assistance inside and outside government.

[RFP at section 5.13].