

SERVICE LEVEL  
AGREEMENT

FOR

JUDICIARY, STATE OF  
HAWAII

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HIC SERVICE LEVEL AGREEMENT

TABLE OF CONTENTS

INTRODUCTION..... 3

WHAT HIC WILL DO FOR THE AGENCY..... 3

IMPLEMENTING INTERNET APPLICATIONS ON EHAWAII.GOV..... 4

COLLABORATION..... 4

FINAL APPROVAL OF INTERNET APPLICATIONS ..... 5

CONFLICTS..... 5

ATTACHMENT A..... 6

AGENCY 

HIC 

## HIC SERVICE LEVEL AGREEMENT

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### INTRODUCTION

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“EHawaii.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, LLC. (“HIC”) has been contracted by the State of Hawaii (“State”) to serve as the manager of “EHawaii.gov.”

The purpose of this agreement is to serve as a memorandum of understanding with respect to the implementation of “EHawaii.gov” for Judiciary, State of Hawaii (“AGENCY”).

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### WHAT HIC WILL DO FOR THE AGENCY

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This document is subordinate to the requirements stated in: (1) Request For Proposal No. RFP-08-11-SW, Internet Portal Manager and Service Provider, including all addenda; (2) HIC’s Proposal submitted on October 31, 2007 in response to Request For Proposal No. RFP-08-11-SW; and (3) the Contract For Portal Manager Services between the State of Hawaii and HIC, dated January 14, 2007 and effective January 4, 2008, 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.

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 agency seeking to implement Internet applications on EHawaii.gov, that is, to create Internet 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 little or no cost to each agency.

HIC will coordinate and work with the AGENCY similar to how a web-hosting or service provider would work with its customer. Just as customers would use a web hosting provider’s resources to publish and disseminate their information, the AGENCY may use HIC to obtain management, programming, financial, technical, and marketing resources to help the AGENCY develop, state, host, and promote expanded citizen access to existing information or transactions.

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 an agency requires tasks, functions and services not listed on attachment “A,” an inquiry should be issued to HIC and the Access Hawaii Committee.

AGENCY 

3 of 10

HIC 

HIC SERVICE LEVEL AGREEMENT

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IMPLEMENTING INTERNET APPLICATIONS ON EHAWAII.GOV

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

All Statements of Work previously executed by HIC and Agency pursuant to the Service Level Agreement dated May 15, 2001, as amended, are incorporated herein by reference and shall continue in effect until terminated.

Generally, this Statement of Work document should set forth the following:

A clear and detailed statement of the AGENCY's expectations for Internet applications developed by HIC, including but not limited to:

- a. a purpose statement for the project/service;
- b. fees associated with the project/service;
- c. overview of the current business process;
- d. scope statement;
- e. delivery/ deployment information;
- f. project development costs;
- g. risk assessment;
- h. deliverables;
- i. schedule estimates;
- j. maintenance and support;
- k. technical support;
- l. modifications and enhancements;
- m. agency responsibilities;
- n. HIC responsibilities;
- o. terms of agreement;
- p. change process;
- q. stakeholders;
- r. chain of command; and
- s. signoff.

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COLLABORATION

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

AGENCY 

4 of 10

HIC 

HIC SERVICE LEVEL AGREEMENT

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FINAL APPROVAL OF INTERNET APPLICATIONS

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

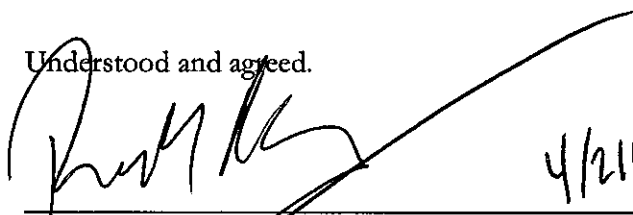
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CONFLICTS

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In the event of a conflict between HIC and the AGENCY, 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.

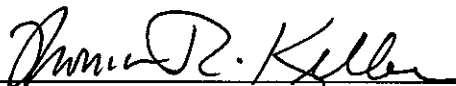
Understood and agreed.



4/21/2008

Russell Castagnaro  
General Manager  
Hawaii Information Consortium

Date:



Thomas R. Keller  
Administrative Director of the Courts  
The Judiciary, State of Hawaii

Date: APR 11 2008

APPROVED AS TO FORM:



STAFF ATTORNEY

AGENCY 

5 of 10

HIC 

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## ATTACHMENT A

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### **Introduction.**

HIC has agreed to perform certain tasks, functions, and services for each AGENCY seeking to create Internet 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 little or no cost to each AGENCY.

This document lists some of these tasks, functions and services. Since this list is not intended to be exhaustive, if a AGENCY 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.

## 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.

**Ensure Accessibility Via Popular Browsers.** HIC will ensure that EHawaii.gov is accessible via popular browsers such as Microsoft's Internet Explorer, Mozilla's Firefox and Apple's Safari

**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.

**Provide Search engine integration.** HIC will ensure that search engines will integrate across both EHawaii.gov and agency websites when appropriate.

**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

**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 as agreed to in the Statement of Work for each application.

**Provide Training and Reference Materials.** HIC will provide training and reference material for distribution to current and potential users, and government information providers as agreed to in the Statement of Work for each application.

**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.

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

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

## HIC SERVICE LEVEL AGREEMENT

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. to the Access Hawaii Committee;

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.

**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, unless otherwise



## HIC SERVICE LEVEL AGREEMENT

agreed to by the AGENCY and HIC. 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.

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, unless otherwise agreed to by the AGENCY and HIC.

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. Moreover, there will typically 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 unless required and explicitly agreed to in an application's Statement of Work.

**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 agreed to by HIC and the Access Hawaii Committee.

**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.

HIC will respond to system malfunctions, security breaches and diagnose problems with the network, hardware or software within four (4) hours of failure, as well as interface with and consult hardware and software vendors to identify and correct problems.

HIC will provide for a back-up system that will take over in the event the hardware or software fails.

**Gather performance statistics.** HIC will develop EHawaii.gov so that it will gather performance statistics as well as statistics on user access.

**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.

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

## HIC SERVICE LEVEL AGREEMENT

interactive exchange and adhere to all standards, policies, guidelines and bulletins issued by the applicable agency.

**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.

**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.