

# **SERVICE LEVEL AGREEMENT**

For

**DEPARTMENT OF LABOR AND INDUSTRIAL  
RELATIONS**

## SERVICE LEVEL AGREEMENT

### INTRODUCTION.

"Access Hawaii" is the Internet portal through which the State will electronically provide 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 "Access Hawaii."

The purpose of this agreement is to serve as a memorandum of understanding with respect to the implementation of "Access Hawaii" for the Department of Labor and Industrial Relations ("DEPARTMENT").

### WHAT HIC WILL DO FOR THE DEPARTMENT.

The responsibilities, duties, and obligations of HIC as the manager of Access Hawaii are set forth in three documents:

1. The Request For Proposal advertised on September 22, 1999, including all addenda;
2. HIC's Proposal submitted on November 19, 1999 in response to the Request for Proposal; and
3. The Contract For Portal Manager Services, effective January 3, 2000.

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 department seeking to implement Access Hawaii, 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 department.

HIC will coordinate and work with the DEPARTMENT 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 DEPARTMENT may use HIC to obtain management, programming, financial, technical, and marketing resources to help the DEPARTMENT develop, state, host, and promote expanded citizen access to existing information or transactions without expense to the DEPARTMENT [RFP at section 4.0].d].

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

**INITIATING THE IMPLEMENTATION OF ACCESS HAWAII.**

To initiate the implementation of Access Hawaii, the DEPARTMENT must have a web application approved for implementation by the Access Hawaii Committee. Thereafter, the DEPARTMENT must prepare a Statement of Work document for the web application. Since the Statement of Work is a critical document, the Department is strongly encouraged to collaborate with HIC on this document.

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

1. A clear and detailed statement of the work or deliverables to be provided by HIC and the DEPARTMENT;
2. A clear and detailed design specification of the DEPARTMENT's expectations for the web application, including but not limited to:
  - a. a description of the functional and design specifications;
  - b. user interface requirements;
  - c. operational flowcharts;
  - d. software descriptions;
  - e. network accessibility information;
  - f. interactive elements;
  - g. information-capturing capabilities;
  - h. browser and platform compatibilities;
  - i. e-commerce requirements;
  - j. audio/video format requirements;
  - k. linking structures;
  - l. database seeding requirements;
  - m. applicable standards (e.g., HTML, XML, etc.);
  - n. screen and file layouts;
  - o. security requirements;
  - p. general "look and feel" elements;
  - q. accessibility requirements;
  - r. performance requirements, and
  - s. copyright and ownership issues.
3. The applicable timetable for all work and deliverables, including alpha and beta versions of the web application.

**COLLABORATION.**

Transforming a vision and a written description of that vision into an actual web application may require collaboration between HIC and the DEPARTMENT. Both HIC and the DEPARTMENT 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 DEPARTMENT.

## ATTACHMENT A

### **Introduction.**

HIC has agreed to perform certain tasks, functions, and services to each department seeking to implement Access Hawaii, 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 department.

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 Access Hawaii.**

Access Hawaii 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.

By using a web-based front end, it should be easier and more convenient for people 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 tap into a variety of electronic transactions offered on-line by state government. [RFP at section 5.04.c]

For actual and prospective visitors to our State, Access Hawaii will act as a reference and referral service, providing visitor information and tools that make it easy for them to obtain information relative to the State. For example, Access Hawaii will provide links to existing information and web sites 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 Access Hawaii?**

The State's original Internet home page was 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 State's home page probably required the business to access the web site for several different government agencies.

In contrast, Access Hawaii is organized and based on a 'citizen centric' approach. Thus, using the example above, Access Hawaii will have a single web link that

will provide easy 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 Access Hawaii 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 on-line content. [RFP at section 5.04.e].

**Provide Search engine integration.** HIC will ensure that search engines will integrate across both Access Hawaii and agency web sites. [RFP at section 5.04.g].

**Facilitate Access to Existing web sites.** 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 would still have control over the design and content of their on web sites, but Access Hawaii would be linked, and provide an easy to use front-end to the many web sites and web-based information that already exist. HIC will work closely with state agencies so 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 Access Hawaii services, both on-line 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;

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 Access Hawaii 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 Access Hawaii. 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 its 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 be no direct access to the State's existing back-end legacy systems and other data sources through the Access Hawaii Internet portal and web site, 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 Access Hawaii 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 Access Hawaii. 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 on-line 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].



**CONFLICTS.**

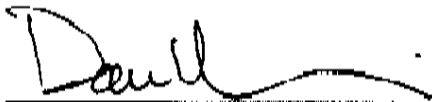
In the event of a conflict between HIC and the DEPARTMENT, the parties shall first attempt to resolve and otherwise work out the conflicts. In the event the parties are unable to resolve the conflict, the matter shall be brought to the Access Hawaii Committee.

Nothing in this document shall be deemed to alter, amend, or supercede the provisions in:

1. The Request For Proposal advertised on September 22, 1999, including all addenda;
2. HIC's Proposal submitted on November 19, 1999 in response to the Request for Proposal; and
3. The Contract For Portal Manager Services, effective January 3, 2000,

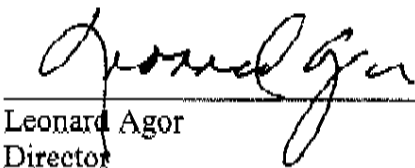
In the event of a conflict between the provisions in this Service Level Agreement and the foregoing documents listed above, the provisions in the foregoing documents listed above shall control.

Understood and agreed.



Dan Morrison  
General Manager  
Hawaii Information Consortium

Date: 8-30-02



Leonard Agor  
Director  
Department of Labor and Industrial Relations

Date: SEP 10 2002