

Exhibit A

SOW Amendment 8 – AG - Tax & Charities - Charity Registry

State Agency:	Department of the Attorney General Tax & Charities Division
Agency Contact:	Kathryn Kanemori
Agency Email:	Kathryn-Jean.T.Kanemori@hawaii.gov
Agency Address:	425 Queen Street Honolulu, HI 96813
Agency Phone:	808-586-1343
HIC PM:	Megan Nichols
HIC PM Email:	Megan.Nichols@egov.com
HIC PM Phone:	808-539-8953
Application Name:	Online Charity Registration
Business Model:	Fixed Rate and Transactions Fees
Estimated Deployment Date:	Phase I to PROD: 08/21/2018 Phase II to PROD: 10/16/2018

Scope of Work and Deliverables

The STATE shall have fifteen (15) working days to review each deliverable and to either notify HIC of acceptance, or to provide HIC a detailed list of deficiencies that must be remedied prior to payment being made. In the event the STATE notifies HIC of material, non-compliance with the functional specifications, HIC shall correct the same within fifteen (15) working days, unless the STATE consents in writing to a longer period of time.

The following additional features will be added to the online Charity Registration system.

Phase I

- Add URS confirmation email
- Send the filing fee email to all emails associated with the submission
- Update late fee citation

Phase II

- Add the ability to upload and archive documents that are viewable only by an Admin of the system
- Add the ability to add/remove documents for an exempt organization
- Add multiple entries to one internal note

Phase I

Milestone Schedule						
Task Duration	Description	Deliverable	Role	Hours	Rate (h)	Total
TBD	Signed Statement of Work	Signed SOW	N/A	N/A	N/A	N/A
Kickoff Meeting	Determine Start of Project Work	Work Plan with dates for each deliverable presented				
3 Weeks	CHARITY-995 Add URS confirmation email	Functionality deployed in TEST environment	Senior Developer Project Manager/QA System Admin	80 40 1	\$100 \$80 \$100	\$11,300
2 Days	CHARITY-1199 Send the filing fee email to all emails associated with the submission	Functionality deployed in TEST environment	Senior Developer Project Manager/QA System Administrator	8 8 1	\$100 \$80 \$100	\$1,540
1 Day	CHARITY-1155 Update late fee citation	Functionality deployed in TEST environment	Senior Developer Project Manager/QA System Admin	2 1 1	\$100 \$80 \$100	\$380
			Work Totals	142		\$13,220.00
			Total with GET			\$13,842.93

Phase II

Milestone Schedule						
Task Duration	Description	Deliverable	Role	Hours	Rate (h)	Total
TBD	Signed Statement of Work	Signed SOW	N/A	N/A	N/A	N/A
Kickoff Meeting	Determine Start of Project Work	Work Plan with dates for each deliverable presented				
2 Weeks	CHARITY-997 Add the ability to upload and archive documents that are viewable only by an Admin of the system	Functionality deployed in TEST environment	Senior Developer Project Manager/QA System Admin	48 20 1	\$100 \$80 \$100	\$6,500
1 Week and 2 Days	CHARITY-723 Add the ability to add/remove documents for an exempt organization	Functionality deployed in TEST environment	Senior Developer Project Manager/QA System Admin	30 20 1	\$100 \$80 \$100	\$4,700
1 Week 2 and Days	CHARITY-1193 Add multiple entries to one internal note	Functionality deployed in TEST environment	Senior Developer Project Manager/QA System Admin	32 20 1	\$100 \$80 \$100	\$4,900
			Work Totals	173		\$16,100.00
			Total with GET			\$16,858.63

Work Plan/Deliverables:

HIC is to provide a detailed description of all the tasks that are to be completed to accomplish each of the deliverables in the table above. This will serve a road map for the project.

Specific completion dates to be included for each deliverable within 2 days after the project kickoff meeting.

The following is an example of the deliverables to be provided by Contractor to Customer under this SOW:

Phase I

Milestone I – Development (July 2, 2018 – July 26, 2018)

- Development of the following:
 - CHARITY-995 Add URS confirmation email
 - CHARITY-1199 Send the filing fee email to all emails associated with the submission
 - CHARITY-1155 Update late fee citation

Milestone 2 – TEST Deployment (July 30, 2018 – August 3, 2018)

- Deploy to TEST environment
- HIC will test all functionality
- HIC developers will fix any issues found

Milestone 3 – Testing, Training & Review (August 6, 2018 – August 17, 2018)

- The STATE will conduct testing
- HIC developers will fix any issues found

Milestone 4 – PROD Deployment (August 20, 2018 – August 21, 2018)

- STATE sign off
- HIC sign off
- PROD Deployment (August 21, 2018)

Phase II

Milestone I – Development (August 20, 2018 – September 21, 2018)

- Development of the following:
 - CHARITY-997 Add the ability to upload and archive documents that are viewable only by an Admin of the system
 - CHARITY-723 Add the ability to add/remove documents for an exempt organization
 - CHARITY-1193 Add multiple entries to one internal note

Milestone – TEST Deployment (August 24, 2018 – August 28, 2018)

- Deploy to TEST environment
- HIC will test all functionality
- HIC developers will fix any issues found

Milestone 3 – Testing, Training & Review (October 1, 2018 – October 12, 2018)

- The STATE will conduct testing
- HIC developers will fix any issues found

Milestone 4 – PROD Deployment (October 15, 2018 – October 16, 2018)

- STATE sign off
- HIC sign off
- PROD Deployment (October 16, 2018)

HIC shall, at the commencement of project discussions, also identify and define all dependencies that may occur for each stage of the project and present those dependencies in writing, as part of this section, prior to signing of the SOW.

FEES:

Applicability of Transaction Fees:

This SOW does not change any existing transaction fees for the Charity Registration service. The current transaction fee of \$4.00 per transaction, plus 3% of each transaction processed will remain as is.

Development Fees:

Phase I Development Fee: \$13,842.93

Phase II Development Fee: \$16,858.63

Total Fees: \$30,701.56

Maintenance and Support Fees:

The annual maintenance and hosting shall be provided at no cost to the STATE, irrespective of any changes or enhancements to the system because it is funded through the transaction fees accrued through the Charity Registry Application.

Invoice and Payment Schedule

The total not-to-exceed cost for this project is \$30,701.56 and will be invoiced and paid 30-days after invoice is received according to the following schedule:

Phase I

	Invoice Schedule			
Date	Deliverable	Price	GE Tax	Total

TBD	Payment upon deployment of functional test system and "STATE" acceptance	\$2,644.00	\$124.59	\$2,768.59 (20%)
TBD	Payment upon completion of testing and "STATE" acceptance	\$2,644.00	\$124.59	\$2,768.59 (20%)
TBD	Payment after acceptance letter signed by "STATE" and submittal of application for launch to production environment	\$2,644.00	\$124.58	\$2,768.58 (20%)
TBD	Payment at end of 90-day warranty period	\$5,288.00	\$249.17	\$5,537.17 (40%)
	TOTAL	\$13,220.00	\$622.93	\$13,842.93

Phase II

	Invoice Schedule			
Date	Deliverable	Price	GE Tax	Total
TBD	Payment upon deployment of functional test system and "STATE" acceptance	\$3,220.00	\$151.73	\$3,371.73 (20%)
TBD	Payment upon completion of testing and "STATE" acceptance	\$3,220.00	\$151.73	\$3,371.73 (20%)
TBD	Payment after acceptance letter signed by "STATE" and submittal of application for launch to production environment	\$3,220.00	\$151.72	\$3,371.72 (20%)

TBD	Payment at end of 90-day warranty period	\$6,440.00	\$303.45	\$6,743.45 (40%)
	TOTAL	\$16,100.00	\$758.63	\$16,858.63

Additional Responsibilities of State/County:

No additional responsibilities specific to this project.

Additional Responsibilities of HIC:

No additional responsibilities specific to this project.

Checklist of Services HIC Will Provide

Idea Development

- Analysis of existing processes, workflows and systems
- Roadmap creation
- Workflow process re-engineering
- Alternative solution exploration

Customer Service

- Customer service via phone, web chat, and email
- Monthly customer service statistics
- Technical support for users

Strategic Marketing

- Business cards and postcards
- Email and text notifications and reminders
- Posters and multimedia presentations
- Content modifications for online and offline collateral
- Social media integration

Project Management

- Agile process and experienced project teams
- Requirements collection and development
- Workflow reengineering

- Solution estimating
- Alternative approach planning and development

Web Design and Development

- Accessibility and 508 compliance
- Customer service support
- Java application development
- Mobile applications (Android and iOS)
- Responsive web design
- User feedback data pipelines
- User centered design
- User experience, user interface, and visual design
- Web Content Management Systems

Servers & Security

- Endeavor Data Center with 99.99% uptime
- Secured redundant UPS power systems
- Regular server monitoring and tracking
- 24/7 security and video surveillance
- Smoke detection and dry pipe fire systems

3rd Party Merchant Processing

- Level-3 PCI DSS compliance
- Secure configuration with external PCI scans
- Credit card and electronic check payments
- ACH and manual disbursements
- Chargeback and refund support
- Collection and frontline customer support for all payments
- Reporting modules

AMENDMENT 8
STATEMENT OF WORK

DEPARTMENT OF THE ATTORNEY GENERAL
TAX & CHARITIES DIVISION

ONLINE CHARITY REGISTRATION

Version 1.00

AG.001.A8

STATE OF HAWAII

OVERVIEW

This Statement of Work (“SOW”) Amendment 8 document identifies the responsibilities between the Department of the Attorney General, (“STATE”) and the Hawaii Information Consortium, LLC (“HIC”), the Internet Portal provider for the State of Hawaii. This document is subordinate to the requirements stated in RFP-08-11-SW, Internet Portal Manager and Service Provider, HIC’s Proposal and the contract between the State of Hawaii and HIC dated December 3, 2007 (collectively referred to as the “CONTRACT”).

The SOW is subordinate to the Service Level Agreement (“SLA”) between the STATE and HIC signed and dated on July 8, 2008. This SOW is subject to all terms and conditions thereof unless specifically designated as exceptions in this document.

This is an amendment to the following document(s):

- 1) Original Statement of Work (SOW) document entitled Online Charity Registration dated on November 11, 2008 and signed between the STATE and HIC.
- 2) Charity Registry SOW Amendment 1 document entitled Online Charity Registration dated on December 10, 2008 and signed between the STATE and HIC.
- 3) Charity Registry SOW Amendment 2 document entitled Online Charity Registration dated on May 21, 2014 and signed between the STATE and HIC.
- 4) Charity Registry SOW Amendment 3 document entitled Online Charity Registration dated on July 7, 2014 and signed between the STATE and HIC.
- 5) Charity Registry SOW Amendment 4 document entitled Charity Registration Retrieval System dated on October 23, 2014 and signed between the STATE and HIC.
- 6) Charity Registry SOW Amendment 5 document entitled Online Charity Registration dated on February 1, 2016 and signed between the STATE and HIC.
- 7) Charity Registry SOW Amendment 6 document entitled Online Charity Registration dated on March 11, 2016 and signed between the STATE and HIC.
- 8) Charity Registry SOW Amendment 7 document entitled Charity Registration Retrieval System dated on September 7, 2017 and signed between the STATE and HIC.

TERM AND TERMINATION

This SOW shall begin on the date it is signed by all parties (hereinafter referred to as “Effective Date”), and shall continue in effect until the expiration/termination of the CONTRACT. Termination of this SOW shall not operate to terminate any other SOW between the parties, and such termination shall not, by itself, operate to terminate the CONTRACT.

This SOW may be terminated pursuant to the terms and conditions in the AG’s General Conditions.

CURRENT PROCESS

HIC implemented an online Charity Registration system for the STATE in 2009. The system allows charities to pay annual registration fees online and apply for an exemption from registration. Also, the public can search to see information on the charitable organizations that have registered or been granted an exemption from registration by the STATE.

There are enhancements to the system that the STATE would like implemented. Summarized below are the current processes that are in place.

Uniform Registration Statement “URS” confirmation

Currently the confirmation that is sent to an organization when it registered with the STATE is done manually. The process is described below:

1. The admin imports a new registration into Charity Registry
2. The admin drafts and emails a PDF registration confirmation letter to the organization to inform them they have been approved, archives the PDF letter on the STATE’s servers, and manually types in an internal note to the charity profile documenting that the letter was emailed.

Filing Fee Email

Currently the filing fee email is sent to the email address listed for the organization on the annual transmittal, and email address of the person that authenticated the filing. If the person preparing the filing does not authenticate the filing, the preparer does not receive any fee reminder emails. Many registered organizations hire 3rd party paid preparers to prepare the required filings and processes payment for the annual fee. If the paid preparer does not receive the filing fee email, the fee may either be paid late or remain unpaid. Fees that are not paid within 14 days of when the fee is available to be paid automatically incur failure to timely pay penalties of \$20 per day up to a maximum penalty of \$1000.

Late fee citation

Organizations that fail to process payment for annual fees within 14 days of when the fees are available to be paid are automatically assessed a failure to timely pay penalty of \$20 per day up to a maximum penalty of \$1000. The late fees are automatically added to the electronic invoice which lists the late fee as a separate line item to the annual fee and cites to the statutory authority for imposing the late fee. Currently the citation listed is to section 467B-6.5(e) HRS, and due to 2017 legislative changes needs to be updated to 467B-6.5(d), HRS.

Non-Public Documents

Currently all documents that are uploaded to the Charity Registry are view-able by the public. If there is a document that the admin does not want the public to see then they do not upload it to Charity Registry. Additionally, there is a library of binders containing paper documents with historic information relating to registered organizations such as registration confirmation letters and other correspondence between the

STATE and the organization. It is not efficient to maintain information on the registered charities in 2 locations; one in the Charity Registry and one in binders, however, at this time there is no way to upload those documents to the Charity Registry without making the documents open for viewing by the public.

Add/remove documents for an organization that has been granted an exemption from registration

Currently if the admin needs to add/remove a document from the profile of an organization that has been granted an exemption from registration, HIC would need to add/remove it for them.

Multiple entries for internal notes

Currently if the admin makes an update to a charity's profile (ex. email, fax, address) the changes are listed in the internal notes as multiple entries even if all the changes were made during one session/edit.

PURPOSE STATEMENT

The purpose of this SOW Amendment 8 is to make improvements to the current processes listed above in the Current Process section. Below explains the reason for each of the enhancements to be implemented in the Charity Registration system.

URS confirmation

HIC will add a new email that the system will automatically send to the organization when an admin imports a new URS to the charity registry.

Filing Fee Email

Adding the preparer to the emails that are system generated will keep all parties involved better informed and reduce the number of unpaid fees and organizations that accumulate late fees due to the proper parties not having received the filing fee email.

Late fee citation

HIC will replace citation 467B-6.5(e) with 467B-6.5(d).

Non-Public Documents

HIC will add the ability to archive documents that are uploaded to the charity registry. Archived documents will be viewable to the admin only.

Add/remove documents for an organization that has been granted an exemption from registration

Currently the system allows the admin to add/remove documents to a registered organization but not for organizations that have been granted an exemption from registration. HIC will add the ability for the admin to add and remove documents for an exempt organization.

Multiple entries for internal notes

If there is only one internal note per edit this will keep the internal notes more organized and it will make it easier to see what changes were made and when.

DEFINITIONS

Acceptance: Acceptance refers to the STATE's written approval of the functionality delivered in the production environment.

CMS (Content Management System) site: the front-end user interface that allows a user, even with limited expertise, to add, modify, and remove content from a website without the intervention of a webmaster; primarily allows the user to perform actions.

Delivery: Delivery refers to when HIC delivers the entire functionality per the SOW requirements into the production environment.

Final Acceptance: Final Acceptance refers to the STATE's written approval of the entire project.

Fixed Rate (Business Model): When transaction fees are not feasible HIC can still offer services with a fixed rate. In most cases, this funding model is used when an agency wants to develop an online service that has an existing funding model (i.e. federal grants) or the service doesn't generate any revenue but requires significant development and maintenance.

Hybrid (Business Model): A hybrid approach is using both the self-funded and fixed rate models together. There are development costs, however, they are discounted as there is also a self-funded component to the application.

Self-funded (Business Model): HIC absorbs the risk and cost of developing & maintaining the service in return for future revenue over the lifecycle of the service. HIC generates revenue through portal fees that are added on to the online services we build. These fees can be passed to the fee payer or absorbed in part or whole by the State.

Services: Web site and application development; Web site and application maintenance; Web site and application hosting; Marketing; Customer service; Payment portal and account management; Portal development and maintenance; Mobile web applications. See SPO Vendor List Contract No. 08-13 for entire list of services.

Software: Web applications, CMS websites and APIs. For purposes of clarity, the following off-the-shelf, SaaS solutions are developed, owned and maintained by HIC affiliates and expressly excluded from the definition of "Software": (1) payment processing services and subscriber billing; (2) the Gov2Go® Platform and related services; (3) a proprietary application development platform referred to as "Application Engine,"

which enables expedited application design services; and (4) any other enterprise SaaS solutions developed outside of the CONTRACT and provided for STATE use under the CONTRACT.

Web application or application: a client–server software application in which the client (or user interface) runs in a web browser; primarily allows the user to perform actions.

Work plan: a timeline of the deliverables outlined in the SOW that is developed by HIC and approved by the State.

SCOPE OF WORK AND DELIVERABLES

Specifications for the project are attached as Exhibit A and made a part of this SOW.

DELIVERY, ACCEPTANCE AND FINAL ACCEPTANCE

DELIVERY

Prior to launch of the service, HIC will provide the STATE with an Authorization to Deploy Letter describing that the service has been built to the STATE requirements. The STATE shall sign and return the Authorization to Deploy Letter to HIC within 5 business days.

After receiving the signed Authorization to Deploy Letter, HIC will deploy the entire functionality per the SOW requirements into the production environment on the date specified in the Authorization to Deploy Letter.

ACCEPTANCE (Deliverables)

The STATE shall not exceed fifteen (15) working days to review each deliverable and to either notify HIC of acceptance, or to provide HIC a detailed list of deficiencies that must be remedied prior to payment being made. In the event the STATE notifies HIC of material, non-compliance with the functional specifications, HIC shall correct the error within a period not to exceed fifteen (15) working days, unless the STATE consents in writing to a longer period of time.

FINAL ACCEPTANCE

STATE should notify HIC of any errors or bugs when discovered during testing in the 90-day post-launch period. HIC shall fix any specifications not met by the project completion date specified in the Work Plan, plus the 10 business days to fix all issues at no extra cost or charge to STATE, or any longer time specified as mutually agreed upon in writing.

Once all the errors and bugs, if any, have been fixed and the Software or service has been retested, or at the end of the 90-day post-delivery period, whichever occurs later, HIC shall provide an acceptance letter to

STATE with a checklist of the deliverables/specifications for approval. STATE shall sign and return the acceptance letter to HIC within 5 business days at which time the maintenance period begins.

HIC shall have a training manual or recording of the training for users to refer to.

MAINTENANCE AND SUPPORT

The annual maintenance and hosting shall be provided to the STATE or COUNTY, irrespective of any changes or enhancements to the system, as described under Maintenance and Support Fees in Exhibit A.

Schedule of Maintenance

HIC will provide support for the proper installation and ongoing general maintenance and operation of the application including the following:

- Customer Service Support including phone, email, and chat support Monday through Friday 7:45 AM to 4:30 PM, excluding state holidays.
- Database and file storage
- Daily database backups at 10:00 PM; STATE will be notified if the time changes
- Daily file backups at 12:00 AM; STATE will be notified if the time changes
- Maintenance of the web application and hosted environment
 - annual application scan within a year of the anniversary of service launch date
 - server, system, and security updates upon release of new patches/updates by third-party vendors
 - monitoring of the application and hosted environment 24/7

Notification to STATE to be posted of any changes or maintenance at least 48 hours prior.

After the application is delivered, as defined in the DELIVERY and FINAL ACCEPTANCE section, HIC will provide support for the proper installation and ongoing general maintenance and operation of the application. HIC shall immediately provide troubleshooting to correct any errors in the application and issues reported by STATE.

Upon receipt of notice of an error, HIC will assign a priority level to the error or issue in accordance with the following criteria:

- Priority A – An error that results in the service being substantially or completely nonfunctional or inoperative. These issues shall be resolved within 6 business hours. If an issue cannot be resolved within the 6 business hours or a work-around is the immediate solution, a resolution plan must be presented by HIC to the STATE within the 6 business hours and the HIC General Manager will be

notified. If the service is unavailable a message will immediately be posted by HIC to web users that the site is temporarily down.

- Priority B – An error that does not impact the performance or operation of the site, but correction of the error will result in improved user experience or application efficiency. HIC will investigate and resolve within 10 business days. If the issue cannot be resolved within the 10 business days or a work-around, decided by both parties, is the immediate solution, a resolution plan must be presented by HIC to the STATE within the 10 business days.
- Priority C – A simple text or graphic (non-design) change. The change will be completed within 15 business days unless a mutually agreed upon timeline is stated in writing.

During state business hours, 7:45 a.m. – 4:30 p.m., Monday through Friday, the STATE will contact the Partner Liaison if there are any issues with the service. During non-business hours, the HIC support team can be contacted at 808-695-4627.

HIC server systems are constantly monitored for seamless operation 24x7x365 days a year using NAGIOS network monitoring software. The software checks the status of HTTP, SSL, and SFTP/FTP services every three minutes. If there is an issue, the software automatically sends an e-mail to the Systems Administrator’s and Director of Development’s (DOD) cellular telephone. The Systems Administrator and/or Director of Development will then respond as appropriate to the problem, and the Partner Liaison will contact the STATE immediately. There are numerous additional monitoring scripts that are also programmed to e-mail the HIC DOD if the file transfer operations are not handled in the proper fashion.

In the event of a system-wide service issue, HIC will immediately notify ETS via email, ets.notifyus@hawaii.gov. For all other service issues impacting a single service, HIC will immediately notify the State Portal Program Manager and the STATE Project Manager by email and phone (See Exhibit A).

F E E S

HIC RATES

RATE CHART – RFP 08-011

Job Specialty	Hourly Rate
General Manager	\$240.00
Software Architect	\$120.00
Senior Project Manager	\$120.00
Project Manager	\$80.00
Senior Business Analyst	\$100.00

Business Analyst	\$70.00
Senior Developer	\$100.00
Developer	\$80.00
Web/Creative Designer	\$60.00
Print Designer	\$75.00
Marketing Executive	\$80.00
Marketing Associate	\$50.00
Financial Management/Billing Specialist/Support Staff	\$70.00
Database Administrator	\$100.00
Security Administrator	\$100.00
Systems Administrator	\$100.00

DEVELOPMENT FEES

The project development cost plus Hawaii General Excise Tax (GET) shall be stated in Exhibit A. HIC will invoice STATE according to a payment schedule. Payment from STATE is due within 30 days from the invoice date.

MAINTENANCE AND SUPPORT FEES

The annual maintenance and hosting shall be provided at no cost to the STATE, irrespective of any changes or enhancements to the system because it is funded through the transaction fees accrued through the Charity Registry Application.

TRANSACTION FEES

This SOW does not change any existing transaction fees for the Charity Registration service. The current transaction fee of \$4.00 per transaction, plus 3% of each transaction processed will remain as is.

INVOICE AND PAYMENT SCHEDULE

Invoice process - HIC shall send invoice to STATE upon acceptance of HIC deliverables; STATE has 30-days to pay.

See Exhibit A for details of Invoice and Payment Schedule.

RESPONSIBILITIES OF THE STATE

STATE will designate a Project Manager with responsibility and authority for review and approval of deliverables under this SOW.

To accomplish the tasks outlined in this SOW and provide the deliverables defined in the Deliverables/Milestones section of this document, STATE Project Manager will work with HIC Project Manager/Project Liaison to establish a project plan/timeline in conjunction with Deliverables/Milestones, HIC will require the following from STATE by the agreed upon dates in the Work Plan. If STATE does not provide any of these items by the required date, delivery dates for HIC deliverables will be revised accordingly. HIC will not be held responsible for delays in the timetable due to unavailability of data or resources from STATE.

- STATE will provide timely authorization for the project and for each approval required during the project.
- STATE will provide written functional requirements for all system components.
- STATE agrees to designate content-knowledgeable reviewer(s) to review each deliverable prior to acceptance to ensure that acceptance represents an informed commitment.
- STATE will provide knowledge transfer of necessary IT knowledge, environment and business processes. Verbal walkthroughs and documentation will satisfy this responsibility.
- STATE will provide content information to be presented on the website.
- While building the website, it is the STATE's responsibility to ensure all pre-existing PDF documents meet the August 25, 2010 State Comptroller's Memorandum 2010-28 on Policy Guidance on Web Site Accessibility, which is incorporated herein by reference. This includes adding tags to each document to ensure they are easily read by screen readers.
- After 90-days post launch, STATE is responsible for maintaining ADA compliance.
- STATE will perform testing and give approval of acceptance
- See additional responsibilities in Exhibit A

RESPONSIBILITIES OF THE HAWAII INFORMATION CONSORTIUM

HIC will provide a Project Manager to serve as the primary point of contact and coordination with the STATE project team for the duration of the implementation of this project. STATE will require the following from HIC by the agreed upon dates. If HIC does not provide any of these items by the required date, delivery dates, then STATE will not be held responsible for delays in the timetable due to unavailability of data or resources from HIC. HIC will provide all the HIC deliverables detailed in the Deliverables section and will:

- Host the application over the course of its lifecycle
- Present a resolution plan for Priority A prior to project commencement

- Create and submit a Continuity plan to the State 5 business days prior to launch
- Provide day-to-day management of the project work plan
- Host periodic team meetings to review the status of project activities against the plan
- Provide Project Plan Updates
- Provide Executive Briefing as needed
- Provide the STATE with transaction reports and money transfers on a schedule mutually agreed to by HIC and the STATE
- Provide a consistent look and feel for related applications under development
- Provide ongoing monitoring of system efficiency and effectiveness and correct deficiencies in a prompt manner
- Provide resources to design, create, test, and implement the service
- Perform system maintenance and upgrades
- Run database backups and recovery routines
- Provide services as specified in the SOW
- Ensure website accessibility compliance per the August 25, 2010 State Comptroller's Memorandum 2010-28 on Policy Guidance on Web Site Accessibility, which is incorporated herein by reference. Accessibility of content added by the STATE post-production launch is at the responsibility of the STATE.
- Includes acceptance testing criteria and process
- See additional responsibilities in Exhibit A

REMEDIES

Failure to Perform

If HIC substantially fails to perform the SOW, STATE will give HIC written notice describing such failure. Thereafter, HIC shall have 10 days (or a longer period of time if set forth in the written notice) to remediate such failure. If HIC has not remediated such failure within the allotted time period, STATE may terminate this SOW.

Pursuant to section 9.16.2 of the CONTRACT, substantial failure of HIC to perform the SOW may cause the STATE to terminate the SOW. In this event, the STATE may require HIC to reimburse the monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

MODIFICATIONS AND AMENDMENTS

This SOW may be modified, amended or extended only by mutual agreement signed by both parties.

STAKEHOLDERS

Department of the Attorney General

Tax & Charities Division

425 Queen Street
Honolulu, HI 96813

Hawaii Information Consortium, LLC

201 Merchant Street.
Suite 1805
Honolulu, HI 96813

CHAIN OF COMMAND

STATE/COUNTY

Douglas Chin, Attorney General
Gary Suganuma, Supervising Deputy Attorney General
Kathryn-Jean T. Kanemori, Deputy Attorney General

HIC

Burt Ramos, General Manager
Janet Pick, Director of Portal Operations
Zheng Fang, Director of Development
Megan Nichols, Partner Liaison

SIGN OFF

I, the undersigned, have the authority to make binding decisions and have the authority to sign on behalf of my respective agency/department regarding projects in collaboration with HIC.

Date: Jun 1, 2018

Date: Jun 1, 2018



Gary Sukanuma
Supervising Deputy Attorney General
Department of the Attorney General

Burt Ramos
General Manager
Hawaii Information Consortium, LLC

REVIEWED AND APPROVED:

Date: Jun 3, 2018

ACCESS HAWAII COMMITTEE



By: Todd Nacapuy
Chief Information Officer
Office of Enterprise Technology Services
State of Hawaii