Service Level Agreement for Electronic Transaction and Access to Utah State Department Of Administrative Services

THIS SERVICE LEVEL AGREEMENT (SLA) is made and entered into this ___ day of _____, 2000, by and between the Utah State Department of Administrative Services (hereinafter "**DAS**") and E-Utah (hereinafter "the Network") as an initiative of the State of Utah, to be approved by the Utah Electronic Commerce Council (hereinafter "the Board") under the authority of the Utah Chief Information Officer, upon the following premises:

RECITALS

WHEREAS, the State of Utah has entered into that certain Contract for Network Manager Services (hereinafter, "Master Contract") with Utah Interactive, Inc., a for-profit Utah corporation (hereinafter "Network Manager"), to provide electronic access to public records and transactions through a gateway network (hereinafter "the Network"); and

WHEREAS, pursuant to the Master Contract, the Network Manager is to negotiate an agreement with data-providing state governmental agencies for the provision of such agencies' public records while protecting and securing from unauthorized and inappropriate access to non-public government records;

WHEREAS, the Purchasing and General Services division of the DAS has elected to participate in this Agreement, the other divisions (Division of Administrative Rules, Division of State Archives, Division of Debt Collection, Division of Facilities Construction & Management, Division of Finance, Division of Fleet Operations and General Surplus, Division of Information Technology Services, Division of Risk Management) may be included in this Agreement upon signing separate addendum(s) hereto;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the amount and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENTS

SECTION 1: Statement of Purpose.

The purpose of this agreement is to define circumstances and responsibilities relating to providing on-line electronic access and, if applicable, transactions at DAS's discretion through the Network to certain Non-Confidential Records maintained in electronic form, or which will in the future be maintained in electronic form, by the DAS.

SECTION 2: Term of Agreement.

This Agreement shall be in full force and effect for a period of time equal to that of the Master Contract between the State and UII, together with any extensions thereto (consistent with the Board capabilities as allowed under Utah State contract No. PD 1068) after the date it is fully signed. Thereafter, this Agreement shall continue for successive monthly periods upon the same terms, provisions and conditions as provided in this Agreement, except that at either party's option, this Agreement may be terminated at any time after the original term of the Master Contract, upon thirty (30) days' advance written notice to the other party. Termination at any time during the original term of this agreement may be granted upon DAS's appearance before the Board explaining the

rationale and reason for the Network service termination without cause and the Board's recommendation of the same. Within 30 days of the Board recommendation of DAS's termination request for convenience, the State will provide written notice to both the Network and the DAS establishing the effective date of the Network service termination. Absent this action, this Agreement remains effective.

SECTION 3: Definition of Terms.

a. Data records - information maintained in electronic form for communication or processing.

b. Network users - individuals or organizations who use the Network for computer assisted research, information retrieval and electronic transactions.

c. Agency division(s) - a DAS section or unit serviced by the DAS's internal computer section, and whose data files are available to other sections or units of the DAS, and sometimes to other agencies besides the DAS. Only those DAS sections or units specifically identified in the addendum(s) to this Agreement are included.

d. Public Record(s) - a record that is not private, controlled, or protected and that is not exempt from disclosure.

e. Non-Confidential Records – Public Records and such other records as the division director may be authorized to disclose under applicable state and federal law, such to be outlined in an addendum to this agreement.

f. Application - the development of one particular database of Non-Confidential Records on the Network or the Software Bridge to one particular database of Non-Confidential Records stored elsewhere for information lookup or one particular electronic transaction for gathering data or processing requests from the public (such as filings or permit applications) and the user interface to allow public access and/or interaction with the same on-line.

g. Transaction – the electronic filing or gathering or dissemination of data by an agency for a governmental purpose.

h. "Premium services" means those services or information that are made available in such a way that they have commercial value or add convenience to the user.

SECTION 4: Utah DAS Responsibilities.

The DAS will:

a. Oversee the timely and effective performance of this Agreement from the DAS's perspective, and assist the Network in resolving constructively any problems thereunder and any new issues that arise in connection therewith.

b. Provide reasonable levels of support to any DAS central data or computer department or service, and to any DAS Agency division(s) identified in separate addendum(s) as participating in this Agreement, in placing on-line with the Network, DAS non-confidential records as mutually agreed between the DAS and the Network by addendum to this Agreement, with due regard to the workload and priorities of the DAS and the Network, and with due regard to the desires and needs of users of, and subscribers to, the Network.

c. Direct the central DAS data or computer department or service to perform as

follows:

i. When requested by the Network, cooperate in interpreting the agency's Non-Confidential Record data for users or subscribers to the Network, provide a point of contact for such interpretation; provide advice on display screen designs when consulted, and cooperate with the Network in placing onto the Network, DAS Non-Confidential Records as mutually agreed between DAS and the Network in addendum to this Agreement, with due regard to the workload and priorities of the DAS and the Network, and with due regard to the desires and needs of users of, and subscribers to, the Network.

ii. Provide computer access for the Network to DAS Non-Confidential Records, as permitted by DAS, subject to interruption of service pursuant to SECTION 9, by an acceptable method, such as by electronic transmission, by disk, by email, or by some other acceptable method.

iii. Provide reasonable response time of on-line electronic inquiry within limitations of the DAS system resources and budget constraints.

iv. Provide reasonable levels of problem determination support to help isolate problems when requested, and if the problem resides on DAS's end of the system, provide reasonable fixes or repairs consistent with the DAS's operational priorities and resource and budget constraints.

v. Have final control and responsibility for security authorization of the Network (in cooperation with any agency division(s)) in granting access to its data to the Network (the Network users will not directly access the DAS system; it is only the Network host that accesses the system or transactions).

d. Direct those DAS Agency division(s) identified in separate addendum(s) as participating in this Agreement to perform as follows:

i. When requested by the Network, cooperate in interpreting the Non-Confidential Record data for users or subscribers of the Network; provide a point of contact within the agency for such interpretation; provide advice on display screen designs when consulted; and cooperate with the Network in placing those Non-Confidential Records identified in addendum(s) to this Agreement onto the Network as permitted by the DAS, but only if desired by the Network users or subscribers. The DAS may also volunteer such assistance to the Network at the DAS's initiative.

ii. In the absence of a central DAS data or computer department or service, perform those duties and responsibilities outlined in subparagraph c. of this SECTION 4.

e. Assist the Network in determining the information from the DAS necessary to comply with the cost recovery portions of the Utah Public Records law as necessary.

f. To cooperate in establishing with the Network a recommendation to the Board of

a reasonable charge for any access or transaction for which the same is permitted by law and otherwise appropriate.

SECTION 5: Network Responsibilities.

The Network agrees:

a. To recognize that authorized on-line access or transactions provides no right to possession or ownership of DAS data records at any time.

b. To take all reasonable precautions to protect against unauthorized access to DAS's data records.

c. To provide all equipment, software, and supplies necessary to establish electronic access to DAS Non-Confidential Records.

d. To abide by the DAS's administrative regulations which may now be in force or effect or which may in the future become effective.

e. To recognize there is no express or implied ownership of the DAS's equipment by the payment of any fee or charge to the DAS.

f. In the event of for-a-charge access to any DAS Non-Confidential Records or transactions, if any, to prepare and submit to the Utah DAS a monthly statement accurately reflecting usage associated with same, and if any portion is payable to the DAS by statute, to bill, collect and remit the same monthly along with the statement, in accordance with the standard terms of the Master Contract.

g. To keep such records as are required to document usage associated with providing access to DAS's Non-Confidential Records and to provide the DAS access to these usage records at reasonable times for auditing purposes if so requested by the DAS.

h. To cooperate with the DAS and its agency division(s) in placing data records onto the Network as permitted by the DAS but only if desired by the Network users or subscribers, including securing proper access from the appropriate authority for, and providing necessary security to, each type of Non-Confidential Record desired, and only to the extent of reasonable Network resources.

i. To recommend to the DAS and the Board priorities for development and revision of agency applications , and to periodically reexamine the priority assigned as may be necessary, and to work diligently to accomplish each agency application in accordance with the relative priority among all agency applications.

j. To lead the process of determining such premium service applications in order to provide resources to develop, maintain, manage, operate and expand the network, including conducting market research, and to develop, in cooperation with the DAS, a recommendation to the Board on which services to provide including proposed data access charges.

SECTION 6: Illegal Provisions.

If any provision of this Agreement shall be declared to be illegal, void or unenforceable by a court of competent jurisdiction, the other provisions shall not be affected but shall remain in full force and effect.

SECTION 7: Termination for Cause.

At the DAS's option, this Agreement may be terminated immediately upon the occurrence of any of the following:

a. The Network's allowance of unauthorized access prohibited by this Agreement.

b. The Network's material breach of any term, provisions or condition of this Agreement.

At the option of the Network and subject to review and concurrence by the Board, a particular service application may be terminated if there is insufficient interest demonstrated by the Network users or subscribers in it; and this Agreement or a particular service may be terminated immediately for a continuing failure of the DAS to keep fresh and updated in accordance with the addendum(s) to this Agreement executed between the Network and the DAS, the information to which electronic access is furnished by the Network.

SECTION 8: DAS Copyright and Content Non-Supervision Acknowledgment.

The DAS represents to the Network that the content materials furnished to the Network by ~~the~~ DAS for electronic access on the Network do not violate any third party's copyright rights under federal law. Further, the DAS acknowledges that the Network exercised no control, censorship, or direction over the content of the DAS's Non-Confidential Records or the links the DAS may request to other non-Network sites which may be made available on the Network.

SECTION 9: Interruption of Service.

The DAS will undertake reasonable efforts to provide adequate and uninterrupted service under the terms of this Agreement. However, the DAS shall not be liable for interruption of service when the same shall be due to circumstances beyond the control of the DAS, its agents or employees, including but not limited to unanticipated equipment malfunction or periodic maintenance or update of the computer system or systems upon which such data records reside which could not have been prevented with regular maintenance.

SECTION 10: Assignment.

This agreement may not be assigned by the Network without the prior written consent of the DAS and any such assignment of this Agreement without such permission shall be null and void.

SECTION 11: Notices.

All notices shall be in writing and shall be directed to the parties to this Agreement as shown below or by electronic means mutually agreed to by the parties:

To the Board: Mr. Alan C. Sherwood
Chair, Utah Electronic Commerce Council
116 State Capitol
Salt Lake City, Utah 84114

To the Network: Richard L Brown
Network General Manager
Utah Interactive, Inc.
68 South Main Street, Suite 200
Salt Lake City, Utah 84101

To DAS: Ms. Raylene Ireland
Department of Administrative
Services

SECTION 12: Data Records to be Accessed.

The Non-Confidential Records and transactions to be accessed under this Agreement are as follows:

a. Those listed on the attached Addendum A.

b. Such others as may in the future be mutually agreed between the DAS and the Network by executing a Schedule A Addendum.

SECTION 13: Electronic Commerce with the State.

In addition to developing applications which will permit electronic access to DAS Non-Confidential Records, the Network and the DAS will cooperate in exploring ways in which it may be possible to further develop applications which will permit electronic filing of documents and electronic communications and other transactions from the Network users or subscribers with the DAS, with the goal of developing such applications as may be appropriate, with due regard for any limitations or constraints upon either entity.

SECTION 14: DAS Access to Records from Other State Agencies with a Fee.

The DAS is able to access free-of-charge all state information on the Network for which an electronic access charge is associated, if the DAS has Internet access. The DAS acknowledges that neither the Board nor the Network governs Internet access for state agencies. For information from other state agencies which is available on the Network and for which an electronic access charge is associated, the DAS acknowledges and agrees that such access is governed by Board policy. That policy currently provides that an agency may obtain an agency account with the Network to obtain for-charge electronic access to records from other agencies without charge, PROVIDED that such records are accessed for internal agency use only, and that such records are neither resold nor furnished by the DAS outside its agency.

SECTION 15: Construction.

This Agreement shall be construed in accordance with the laws of the State of Utah.

SECTION 16: Paragraph headings.

The paragraph headings are inserted in this Agreement for convenience only and shall not be used in interpreting this Agreement.

SECTION 17: Total agreement.

This agreement constitutes the complete and exclusive statement of the agreement between the parties hereto. No amendment, waiver or alteration of this Agreement shall be effective unless signed by an authorized officer of each of the parties to this Agreement. Any oral agreement or representation shall bind neither the DAS nor the Network.

SECTION 18: Incorporation of Clauses from Master Contract.

To the extent relevant, those clauses found in the Contract For Network Manager's Services (hereinafter the Master Contract) dated May 7, 1999 by and between Utah Interactive, Inc., and the State of Utah, are incorporated herein by reference as though fully set out. Any provision in this Agreement found to be in conflict with the Master Contract shall be resolved in favor of the contract.

IN WITNESS TO THEIR AGREEMENT TO ALL THE ABOVE AND FOREGOING, the parties hereto have herein below executed this Agreement the day and year first above written, on the separate signature page attached hereto:

Utah State Department of Administrative Services

By_____ Date_____

The Network

By_____ Date_____
Richard L Brown, General Manager

The Board

By_____ Date_____
Alan Sherwood, Chair

SCHEDULE A SUMMARY
Initial Electronic Access and Transaction Projects

Agency/Project/ Priority	Statutory Fee*	the Network EA Charge**	Total

(*if any)
(**subject to the State approval)