

HAWAII INFORMATION CONSORTIUM

STATEMENT OF WORK

DEPARTMENT OF HEALTH
OFFICE OF HEALTH CARE ASSURANCE

MEDICAL MARIJUANA DISPENSARY & PATIENT
REGISTRY SYSTEMS INTERFACE

Version 1.11

DOH-OHCA-20160811

HAWAII INFORMATION CONSORTIUM

OVERVIEW

This Statement of Work (SOW) document identifies the responsibilities between the Department of Health (“DOH”), and the Hawaii Information Consortium, LLC (“HIC”), the Internet Portal provider for the State of Hawaii, for the development and maintenance of a system interface to allow licensed dispensaries to communicate with the Medical Marijuana Patient Registry to authenticate patient registration at the retail dispensing locations.

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 (“CONTRACT”).

SERVICE LEVEL AGREEMENT

This Statement of Work (“SOW”) is subordinate to the Service Level Agreement (“SLA”) between the DOH and HIC signed and dated on October 7, 2008. This SOW is subject to all terms and conditions thereof unless specifically designated as exceptions in this document.

PURPOSE STATEMENT

The purpose of this project is to develop and maintain an application interface to allow licensed dispensaries through the State’s computer software tracking system to communicate with the Medical Marijuana Patient Registry database to authenticate patient registration at the retail dispensing locations.

OVERVIEW OF CURRENT PROCESS

The DOH is responsible for administering both the Medical Marijuana Dispensary Licensing Program (“MMDLP”) and the Medical Marijuana Patient Registry Program (“MMPRP”).

The DOH Office of Health Care Assurance (“OHCA”) manages the MMDLP which is administered pursuant to chapter 329D, Hawaii Revised Statutes (“HRS”). Chapter 329D, HRS, established a statewide medical marijuana dispensary system that includes production centers and retail dispensing locations. There is no existing medical marijuana dispensary system.

The DOH Harm Reduction Services Branch (“HRSB”) manages the Medical Marijuana Patient Registry Program (“MMPRP”), which is administered pursuant to part IX, chapter 329, HRS. The MMPRP utilizes an electronic web based database system created and maintained by HIC to track registered medical marijuana patients pursuant to a separate SOW.

An application interface between the MMDLP's computer software tracking system ("CSTS") and the MMRP patient registry database is required for the MMDLP to operate pursuant to section 329D-6, HRS. The application interface must specifically allow the CSTS to verify whether potential licensed retail dispensing location customers are appropriately registered with the MMRP prior to allowing them access to retail dispensing locations and to ensure that the amount of marijuana and manufactured marijuana products dispensed to qualifying patients and primary caregivers does not exceed State laws and regulations prior to dispensing marijuana and manufactured marijuana product.

SCOPE STATEMENT

HIC will work with DOH and the CSTS third party service provider to design, develop, implement, and maintain an Application Program Interface (API) that will facilitate communication between the MMRP patient database and the MMDLP CSTS. The following items are required to perform the communication, validation, and request/response tracking between DOH's CSTS and patient registry system:

- An Application Program Interface (API) providing system level patient registration validation:
 - The CSTS will be required to pass the following information to the API in order to perform the validation:
 - Registration card number, last name of the individual presenting the registration card
 - Date of birth of the individual presenting the registration card
 - CSTS username
 - The response from the patient registry database will contain
 - One of the two validation results:
 - Valid: meaning the provided information was an exact match to an existing record within the patient registry system for which the registration is current and has not been revised or deemed void pursuant to chapter 11-160, Hawaii Administrative Rules ("HAR"); "Valid" response shall also include the patient tracking identification number unique to each qualifying patient and associated primary caregiver.
 - Invalid: meaning the provided information was not an exact match to a valid record within the patient registry system.
 - Business Scenario: When an individual enters a retail dispensing location, each individual shall present their registration card and valid State issued identification card to the retail dispensing staff. The retail dispensing staff shall verify that the State issued identification card matches the individual and that the name and birthdate from the State issued identification matches the registration card. If the State issued identification card, individual, and registration card all match, the retail dispensing staff shall enter the registration number, the last name, and the date of birth of the individual presenting the registration card into the dispensary's CSTS. The dispensary's CSTS shall interface with the DOH's CSTS which shall interface with the patient registry system via the API. The API will either return "Valid" with a unique patient identifier or "Invalid." The qualifying patient or primary caregiver shall be allowed to remain in the retail dispensing location if the registration is valid.

Note: Each request and response detail will be stored in the patient registry database for audit purposes. Each request and response detail shall include the following data:

- Registration card number
- Last name of the individual presenting the registration card
- Date of birth of the individual presenting the registration card
- CSTS username
- Date and time of request
- Provided response (Valid/Invalid)
- Unique patient tracking identification number (for valid registration card numbers)

The above data shall be available for query by DOH staff at any time in a report format from the patient registry database.

All data related to the transactions described in the SOW shall be the sole property of the DOH.

Out of Scope

Features and functionality not explicitly stated in this SOW are considered Out of Scope and will not be implemented.

PROJECT DEVELOPMENT COSTS

The project development cost is \$16,125.65 including Hawaii General Excise Tax (GET).

API Efforts	Resource	Hours	Rate	Amount
API Design and Development	Senior Developer	100	\$100.00	\$10,000.00
Quality Assurance and Documentation	Developer	30	\$80.00	\$2,400.00
Project Management	Senior Project Manager	25	\$120.00	\$3,000.00
Subtotal				\$15,400.00
Tax			4.712%	\$725.65
GRAND TOTAL				\$16,125.65

Any additional development cost requires an amendment to this document.

DELIVERABLES

Schedule of Deliverables

<i>Description of Deliverable</i>	<i>Responsible Entity</i>	<i>Delivery Date</i>	<i>Invoice Amount</i>
Delivery of Specifications Document	HIC	Two weeks from SOW signing date	
DOH approval of Specifications Document	DOH	Three weeks from SOW signing date	\$2,000.00
TEST Interface installed into Test Environment, and technical implementation guide delivered to DOH	HIC	Four weeks from SOW signing date	\$5,000.00
DOH completes testing with HIC on TEST Interface	DOH	Six weeks from SOW signing date	
Interface installed into Production Environment	HIC	Eight weeks from SOW signing date	\$3,000.00
Maintenance / Warranty Period	HIC	90 days from the Production installation	\$6,125.65

The project will be carried out according to a Schedule of Deliverables, above. The duration of each task may be shorter or longer than indicated. HIC shall work with DOH directly for any schedule changes.

Disbursement Schedule

HIC will invoice DOH based on the Schedule of Deliverables, above, and amounts listed above. Payment is due to HIC 30 days from receipt of the invoice.

Failure to Perform

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

Liquidated Damages

Persuant to section 9 of the Department of Attorney General (AG) General Conditions, when HIC is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) of the AG General Conditions and fails to cure in the time specified, it is agreed HIC shall pay to the DOH the amount, if any, set forth in the CONTRACT per calendar day from the date set for cure until either (i) the DOH reasonably obtains similar goods or services, or both, if HIC is terminated for default, or (ii) until HIC provides the goods or services, or both, if HIC is not terminated for default. To the extent that the HIC's delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against HIC. HIC remains liable for damages caused other than by delay.

MAINTENANCE AND SUPPORT FEES

The annual maintenance and hosting fee for the above mentioned service will be provided at zero cost to DOH.

PORTAL ADMINISTRATION FEE, TRANSACTION FEE, OR NO FEE

There is no portal administration or transaction fee associated with the verification process.

Any and all fees and payment policies may be altered by mutual agreement in writing between DOH and HIC.

RISK ASSESSMENT

In order for a qualified patient or primary caregiver to purchase marijuana or manufactured marijuana products at a licensed retail dispensing location, the CSTS must verify that the purchasing individual is a registered qualifying patient or primary caregiver. The API developed by way of this SOW is essential for the verification process to function. Any API downtime during retail location operational hours will result in registered qualified patients and primary caregiver's inability to purchase marijuana or manufactured marijuana products. As such, the API is required to have high-availability during the retail dispensary operating hours pursuant to Hawaii Revised Statute.

DELIVERY

The API will be deemed delivered on the date it is installed into HIC's production environment. "Production environment" shall mean the technical environment and configuration in which HIC's existing online services are operated and managed independently from HIC's testing and development environment.

MAINTENANCE AND SUPPORT

After the API is delivered, as defined above, HIC will provide support for the proper installation and ongoing general maintenance and operation of the current release of the application. HIC shall provide troubleshooting to correct any errors in the application and issues reported by DOH.

HIC will notify the DOH Project Manager via email and phone of operational problems immediately during business hours or within 1 hour during non-business hours. Phone will be used if there are network issues.

Upon receipt of notice of an error, exception, or enhancement request, 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 application being substantially or completely nonfunctional or inoperative. These issues shall be resolved immediately during business hours. Business hours are 7 days/week except state holidays; 8 am – 8 pm.. If an issue cannot be resolved within 1 hour during

business hours, a resolution plan must be presented by the Partner Liaison, Project Manager, General Manager, or Director of Development to the DOH.

- Priority B – An error that results in the application operating or performing other than as represented in the Design or in a manner that complicates its use or navigability, but which does not have a material adverse impact on the performance of the site. A date for resolution of the issue will be provided within 2 business days.
- Priority C – A simple text or graphic (non-design) change. A date for resolution of the issue will be provided within 2 business days.
- Priority D – An application design change. The HIC Partner Liaison will schedule a meeting to discuss goals, audience, and other issues related to the design change.

HIC will make reasonable efforts to correct errors or provide a work-around solution for each priority level and, if a work-around is the immediate solution, will provide a final resolution of the error within two weeks of implementing the workaround solution.

HIC will work with DOH staff in the event of an issue resulting from a change submitted by the DOH. HIC staff will be able to rollback the changes to resolve the issue. In the event that there is significant work required to resolve the issue, as determined by HIC and agreed upon by DOH, HIC may charge the DOH for the time spent resolving the issue as mutually agreed upon by both parties, except for bugs found within 90 days after production installation. Issues that are a result of HIC changes will be addressed immediately and no charges associated with the time spent to resolve the issue will result.

HIC shall provide DOH and the CSTS third party service provider with forty-eight (48) hours advance written notice of any change of scheduled maintenance to the patient registry database that may affect API operation. HIC shall conduct all scheduled downtime outside of the retail dispensing locations hours pursuant to chapter 329D, HRS.

In the event of unscheduled downtime, HIC shall immediately notify DOH and the CSTS third party service provider in writing via email and via telephone. HIC shall provide information including but not limited to the reason for downtime, the remediation plan, and the expected length of downtime. Throughout the duration of unscheduled downtime, HIC shall contact DOH no less than once every thirty (30) minutes to provide information including but not limited to update related to the resolution of the issue causing downtime. DOH may waive subsequent updates through verbal communication with HIC. HIC shall notify DOH immediately once the service is back up and provide information including the time/duration, cause, and impact of the outage, and resolution.

24 X 7 TECH SUPPORT

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 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. 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.

If a Priority A issue arises that is not covered under the aforementioned explanation, the HIC support team is available 24 hours a day at **808-695-4627**.

SOFTWARE MODIFICATIONS AND ENHANCEMENTS

At DOH's request, HIC may develop modifications or additions that materially change the utility, efficiency, functional capability, or application of the software ("Enhancements") at such charge and on such schedule as the parties may mutually agree in writing. Such modifications or additions will be undertaken on a project basis, subject to review and approval of the Access Hawaii Committee.

RESPONSIBILITIES OF THE DOH

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

In order to accomplish the tasks outlined in this SOW and provide the deliverables in accordance with the project plan and timeline in conjunction with the Schedule of Deliverables, HIC will require the following from DOH by the agreed upon dates. If DOH 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 DOH.

- DOH will provide timely authorization for the project and for each approval required during the project.
- DOH will provide written functional requirements for all system components.
- DOH agrees to designate content-knowledgeable reviewer(s) to review each deliverable prior to acceptance to ensure that acceptance represents an informed commitment.
- DOH will provide knowledge transfer of necessary IT knowledge, environment and business processes. Verbal walkthroughs and documentation will satisfy this responsibility.
- DOH will provide contact information for the CSTS third party service provider and update HIC as necessary.

RESPONSIBILITIES OF THE HAWAII INFORMATION CONSORTIUM

HIC will provide a Project Manager to serve as the primary point of contact and coordination with the DOH project team for the duration of the implementation of this project. HIC will provide all the HIC deliverables detailed in the Schedule of Deliverables and will:

- Host the application over the course of its lifecycle
- 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 - ongoing, as required
- Provide Executive Briefings - ongoing, as required

- 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 including but not limited to:
 - Whether the patient registry database uses a primary key;
 - Interface control document;
 - Connection type; and
 - Encryption details.
- Perform system maintenance and upgrades
- Run database backups and recovery routines
- Create a Business Continuity Plan

TERM OF AGREEMENT

This Agreement will remain in force until such time as DOH and/or HIC decides to terminate it with 90 days written notice to the other party.

SOFTWARE DEVELOPMENT PROCESS

The following outline explains the steps in the HIC software development process that will be followed during the course of this project.

STAGE 1 – PROJECT DEFINITION – INFORMATION GATHERING

- Gather information on DOH business practices
- Gather information on end user needs and preferences
- Gather information on existing information systems used
- Document DOH’s functional requirements of the proposed system

STAGE 2 – PROTOTYPE and SPECIFICATION

- Design the user interface
- Develop a prototype that simulates the flow and functionality of the proposed application
- Review the prototype with DOH and make changes as necessary
- Write the System Requirements Specification (SRS) document
- Obtain DOH sign-off on the SRS prior to Application Development

STAGE 3 - APPLICATION DEVELOPMENT

- Create system design
- Code the application
- Write technical documentation as needed
- Test in conjunction with DOH
 - HIC shall provide a test environment for the CSTS third party provider to test the API prior to installation in the Production Environment. “Test Environment” shall mean the technical environment and configuration in which HIC has operated and managed independently

from the production environment. HIC shall assist DOH with testing as instructed by the CSTS third party provider on behalf of DOH.

- Obtain DOH sign-off prior to application launch

STAGE 4 – APPLICATION LAUNCH

- Produce and disseminate press releases as needed
- Produce and disseminate operations/user manual and/or marketing materials as needed
- Install application in production environment

STAGE 5 - APPLICATION MAINTENANCE

- Provide support for ongoing general maintenance and operation of the API
- Use reasonable effort as defined by industry standards to provide troubleshooting to correct any error and issues as reported by DOH.
- Perform periodic system updates as necessary
- Enable online feedback form for all users
- Manage and respond to customer feedback
- Plan for new versions

CHANGE PROCESS

The scope of work as specified in this document shall not change except where approved using the following process:

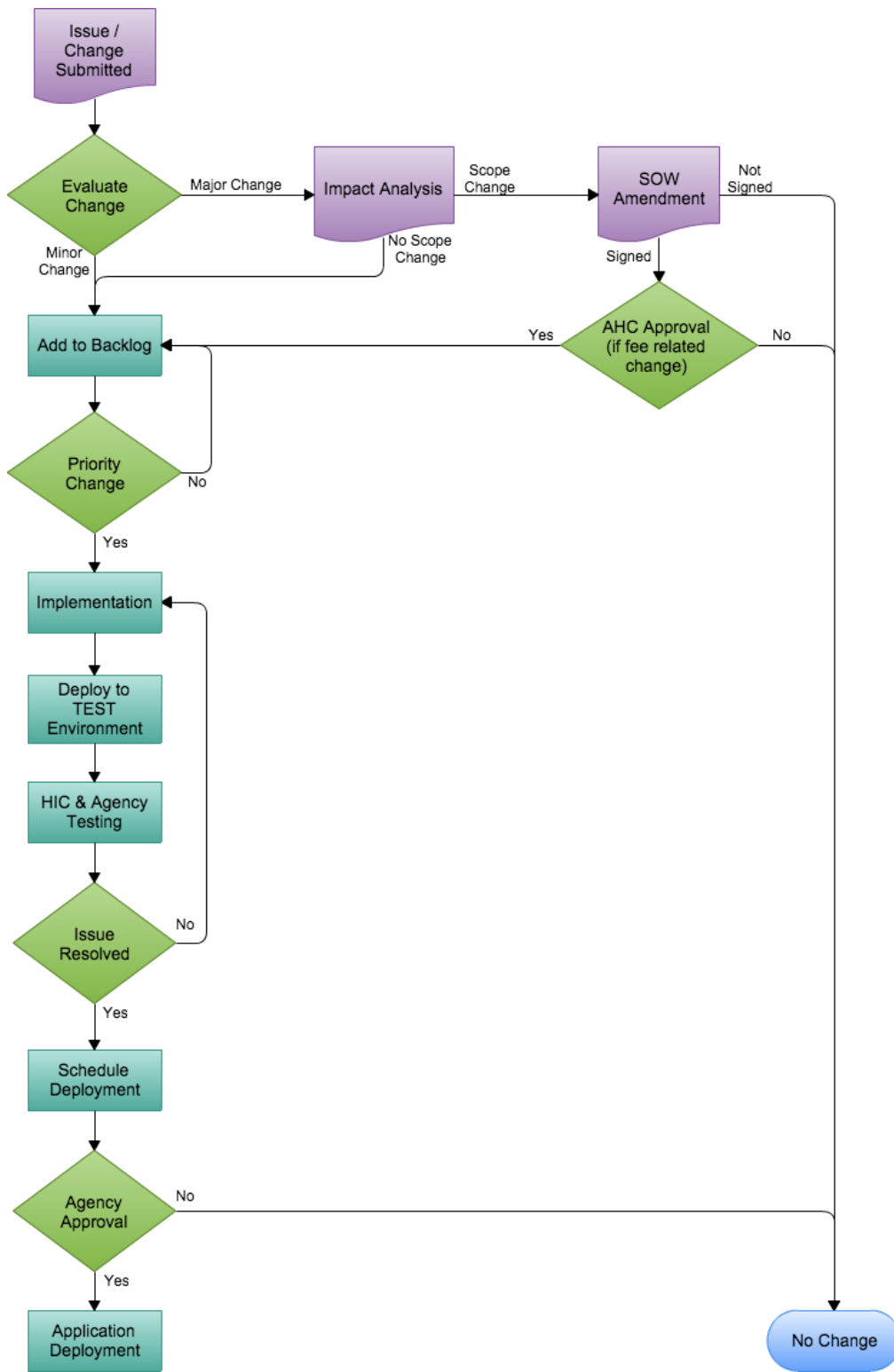
- DOH shall report proposed changes or errors (“issue”) to the HIC project manager.
- The HIC project manager shall review an issue and determine whether the resolution will lead to a change in scope, defined as a change that will impact cost, schedule, or staffing.
- The proposed change shall be documented in a scope change order, including the impact on schedule, cost, and staffing.
- The DOH project manager shall review and approve or modify the scope change. If the scope change order is modified, the HIC project manager shall review and approve the modifications.
- The scope change order shall be reviewed by HIC, and after final review and upon signature of the HIC General Manager, it will be forwarded to the Portal Program Manager for review and final approval by the Access Hawaii Committee.
- The scope change order shall become an amendment to the Statement of Work that will require signatures from both parties.

After final review and upon the signature of the HIC General Manager, the scope change order shall become an amendment to the Statement of Work.

After the API is delivered and accepted, any change required can be requested via HIC’s change management system. For substantial changes or changes in scope, an addendum to the statement of work may be required. HIC will then review the change requests and prioritize it with other requested changes. Access Hawaii Committee approval is needed for fee related changes only.

Next, HIC will provide a response to the DOH. The response will describe the exact change, estimated completion date, and the estimated resources required. If the requested change requires an unusually high level of HIC resources, or is significantly out of scope of the original Statement of Work document for the application, HIC may decline to perform the change.

The Access Hawaii Committee may also prioritize the requested change with HIC's other activities. A workflow diagram of the change process is shown below:



STAKEHOLDERS

Department of Health, Office of Health Care Assurance

601 Kamokila Blvd. #337

Kapolei, HI 96707

Department of Health, Harm Reduction Services Branch

3627 Kilauea Avenue, Room 306

Honolulu, HI 96816

Hawaii Information Consortium, LLC.

201 Merchant Street.

Suite 1805

Honolulu, HI 96813

CHAIN OF COMMAND

DOH

Virginia Pressler, M.D., Director, Department of Health

Danette Wong Tomiyasu, Deputy Director, Department of Health

Keith Ridley, Chief, Office of Health Care Assurance (OHCA)

Margaret Leong, Supervisor

Dwight Bartolome, Chief, Health Information Systems Office (HISO) (Project Manager)

HIC

Burt Ramos, General Manager

Janet Pick, Director of Portal Operations

Zheng Fang, Director of Development

Julie Shohet, Partner Liaison

OHCA_____

13 OF 14

HIC_____

SIGN OFF

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

I also have the authority to allocate agency/department resources towards the above-described project.

I have read the above document and understand all implications thereof. Any future changes to this Statement of Work will be made through an amendment that shall be signed by both parties.

By signing, I acknowledge that the project described herein has received any required legal reviews and is in compliance with current State of Hawaii statutes and administrative rules.

Date:

Danette Wong Tomiyasu, M.B.A.
Deputy Director
Department of Health

Burt Ramos
General Manager
Hawaii Information Consortium, LLC

Todd Nacapuy
CIO
State of Hawaii

OHCA_____

14 OF 14

HIC_____