# STATEMENT OF WORK

## DEPARTMENT OF HEALTH ALCHOL & DRUG ABUSE DIVISION

## INSPECTION & COMPLAINTS PORTAL

Version 1.0

DOH-20170509

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## HAWAII INFORMATION CONSORTIUM

#### OVERVIEW

This Statement of Work ("SOW") document identifies the responsibilities between the Department of Health, Alcohol and Drug Abuse Division (DOH ADAD) ("PARTNER") and Hawaii Information Consortium, LLC ("HIC"), the Internet Portal provider for the State of Hawaii. This SOW is subordinate to both (1) the Service Level Agreement (the "SLA") between the PARTNER and HIC signed and dated on October 7, 2008, and (2) 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, the "Master Contract"). This SOW is subject to all terms and conditions of the SLA and Master Contract unless specifically designated as exceptions in this SOW.

#### PURPOSE STATEMENT

The purpose of the project is to create a public accessible website/portal where public can search and view inspection results on the existing Clean and Sober Homes, and submit complaints regarding the specific home.

#### OVERVIEW OF CURRENT PROCESS

Act 193 Session Laws of Hawaii 2014, relating to group homes, was enacted to help residents of clean and sober group homes to access a stable, alcohol- and drug-free home like living environment in residences that are in compliance with federal, state and county requirements and minimum quality standards. These homes, which are operated by for profit and non-profit entities, are located in communities throughout the state. They provide a means for persons to return to the community without the rigid structure of a therapeutic living program that requires licensure.

Section 3 of the Act added a new HRS section, codified as Section 321-193.7, HRS, which established the registry of clean and sober homes to increase the number of homes that maintain appropriate living conditions; set minimum standards (i.e., organizational and administrative standards, fiscal management standards; operation standards, recovery support standards, property standards, and good neighbor standards); give special advantages to homes on the registry, such as technical support and preferred referral status; include specific requirements that homes on the registry must meet; and provide a framework to monitor registered homes.

A portal for the general public to view inspection results, as well as submitting complaints, is necessary for the PARTNER to promote transparency, safety, as well as gaining community support.

#### SCOPE STATEMENT

HIC will design, develop, and maintain a public accessible portal with the following features:

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#### (1) Inspection Information

- i. Search for clean and sober homes by name or location
- ii. View public information of the specific homes
- iii. View public information of current inspection result
- iv. Send reminder emails for upcoming inspections
- v. Submit request to schedule an inspection
- vi. Receive home status change notification
- vii. Receive inspection notification
- viii. Import or input home and inspection information with validation rules supported by the Hawaii Administrative Rules (HAR) by admin
- (2) Complaints
  - i. Submit complaints regarding a specific clean and sober home
  - ii. Receive submission confirmation with submission number by email
  - iii. Manage submitted complaints by admin

#### Out of Scope

Features and functionality not explicitly stated in this SOW are considered Out of Scope and will not be implemented unless an amendment to the SOW is signed by PARTNER and HIC.

#### APPLICABILITY OF TRANSACTION FEES

There is no associated Transaction Fee for this project.

#### **OTHER HIC FEES**

The project development cost is \$199,978.98 including Hawaii General Excise Tax (GET). The development cost is based on the hourly rates proposed and agreed in the Master Contract. It is also available in the SPO Vendor List Contract No. 08-13.

Resource	Hourly Rate
General Manager	\$240.00
Software Architect	\$120.00
Senior Project Manager (SR PM)	\$120.00
Project Manager (PM)	\$80.00
Senior Business Analyst	\$100.00
Business Analyst	\$70.00
Senior Developer (SR. Dev)	\$100.00
Developer (Dev)	\$80.00
Web/Creative Designer (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 (DB)	\$100.00
Security Administrator	\$100.00
Systems Administrator	\$100.00

Description	Designer Hours	Dev. Hours	SR Dev. Hours	PM Hours	SR PM Hours	DB Hours	Amount
Inspection Information Module	Inspection Information Module						
Search for clean and sober homes by name or location	40	120	12	40	4		\$16,880.00
View public information of the specific homes	10	40	4	10	1		\$5,120.00
View public information of current inspection result	20	80	8	20	2		\$10,240.00
Send reminder emails for upcoming inspections	60	240	24	80	8	4	\$32,960.00
Submit request to schedule an inspection	20	120	12	40	4		\$15,680.00
Receive home status change notification	8	40	4	40	4		\$7,760.00
Receive inspection notification	8	40	4	40	4		\$7,760.00
Import or input home and inspection information with validation rules supported by the Hawaii Administrative Rules (HAR) by admin	40	240	24	80	8	32	\$34,560.00
Subtotal							\$130,960.00
Tax							\$6,170.84
Total							\$137,130.84
Complaints Module	1	1	1	1	1	1	
Submit complaints regarding a specific clean and sober home	40	180	18	32	4		\$21,640.00

Received submission confirmation with submission number by email	8	40	4	24	3.5		\$6,420.00
Manage submitted complaints by admin	40	240	24	80	8	6	\$31,960.00
Subtotal							\$60,020.00
Тах							\$2,828.14
Total							\$62,848.14
Grand Total							\$199,978.98

#### MAINTENANCE & SUPPORT FEES

This project shall not incur maintenance & support fees.

#### SCHEDULE & MILESTONES

The project will be carried out according to a Milestone Schedule, which will be agreed upon by HIC and PARTNER. The estimated duration of each task may be shorter or longer than indicated. If longer, HIC shall provide PARTNER with a written notification of the delay and a new projected timetable.

HIC will invoice PARTNER based on the Deliverables. Payment from PARTNER is due within 30 days from the invoice date.

Estimated Completion	Deliverables	Invoice Amount
06/30/2017	Signed SOW	
08/01/2017	System Requirements Specification (SRS)	
11/31/2017	Delivery of Inspection Information module on TEST	\$27,426.17
	Partner acceptance of the Inspection Information	
12/31/2017	module	\$27,426.17
01/02/2018	Delivery of Inspection Information module on PROD	\$27,426.17
	90 Days after Delivery of Inspection Information module	
03/31/2018	on PROD	\$54,852.33
03/01/2018	Delivery of Complaints module on TEST	\$12,569.63
03/31/2018	Partner acceptance of the Complaints module	\$12,569.63

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04/01/2018	Delivery of Complaints module on PROD	\$12,569.63
06/30/2018	90 Days after Delivery of Complaints module on PROD	\$25,139.26

#### RISK ASSESSMENT

No risks have been identified at this time. Risks may be identified at any time by PARTNER or HIC and will be tracked by HIC Project Manager. PARTNER and HIC will work on risk mitigation strategies to manage the project risks.

#### DELIVERY

PARTNER will provide written notice to authorize HIC to install the Software or service in HIC's production environment.

If PARTNER discovers and provides written notice to HIC, within the first 90 days after any Software or service is placed in production in HIC's production environment, of any material failure to meet the functional specifications required of Software or services provided hereunder, HIC will remedy such failure.

"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 application 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 use reasonable effort to provide troubleshooting to correct any errors in the application and issues reported by PARTNER.

HIC will notify PARTNER Project Manager, Portal Program Manager, and ETS via email and/or phone of operational problems which impact services immediately during business hours or 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 fixed within 6 business hours (See 24 x 7 Tech Support section). If an issue cannot be fixed within the 6 business hours, a resolution plan must be presented by the Partner Liaison, Project Manager, General Manager, or Director of Development to the PARTNER.

- 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.
- Priority C A simple text or graphic (non-design) change. An acknowledgement of the request will be provided within 2 business days. The change will be completed within 15 business days.

HIC may provide a work-around solution for each priority level. If a work-around is the immediate solution, or if an issue cannot be resolved within the time frames noted above, a resolution plan must be presented by HIC to the PARTNER to address a final resolution of the error.

HIC will work with PARTNER staff in the event of an issue resulting from a partner-initiated modification to Software or services. In the event there is significant work required to resolve the non-HIC caused issue, HIC may charge the PARTNER for the time spent resolving the issue.

#### 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 HIC cannot solve the problem within six hours on business days or 12 hours on weekends or holidays, the HIC Director of Development will notify the HIC General Manager. If the Software or service is unavailable a message will be posted by HIC to web users that the site is temporarily down. HIC will work with the PARTNER to determine when this message should be posted on the site.

If a Priority A issue arises, the HIC support team is available 24 hours a day at **808-695-4627** to address issues appropriately.

#### SERVICE MODIFICATIONS AND ENHANCEMENTS

At PARTNER's request, HIC will consider developing modifications or additions that materially change the utility, efficiency, functional capability, or application of the Software or services, as applicable ("Enhancements") at such charge and on such schedule as the parties may mutually agree in writing via an SOW Amendment, subject to review and approval of the Access Hawaii Committee.

#### RESPONSIBILITIES OF THE PARTNER

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

PARTNER\_\_\_\_\_

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

- PARTNER will provide timely authorization for the project and for each approval required during the project.
- PARTNER will provide written functional requirements for all system components.
- PARTNER agrees to designate content-knowledgeable reviewer(s) to review each deliverable prior to acceptance to ensure that acceptance represents an informed commitment.
- PARTNER will provide knowledge transfer of necessary IT knowledge, environment and business processes. Verbal walkthroughs and documentation will satisfy this responsibility.
- PARTNER will provide content information to be presented on the website. PARTNER acknowledges that HIC exercises no control, censorship, or direction over the content of PARTNER materials and other non-Portal linking sites and information that may be made available on the Portal at the request of the PARTNER. Therefore, HIC is not responsible for the content or accessibility of such information, or for the public availability of such information after it has been posted to the Portal at the request of PARTNER.

### RESPONSIBILITIES OF THE HAWAII INFORMATION CONSORTIUM

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

- Host the Software or service, as applicable, 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 PARTNER with transaction reports and money transfers on a schedule mutually agreed to by HIC and PARTNER
- Provide a consistent look and feel for related Software and services 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 Software or service, as applicable
- Perform system maintenance and upgrades
- Run database backups and recovery routines
- Create a Business Continuity Plan

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

#### Failure to Perform

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

#### Liquidated Damages

Pursuant to paragraph 9, Liquidated Damages of the Department of Attorney General (AG) General Conditions, dated 6/25/2007, 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 PARTNER, the amount, if any set forth in the CONTRACT per calendar day from the date set for cure until either (i) the PARTNER 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.

#### CHANGE PROCESS

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

- The PARTNER project manager informs the HIC Partner Liaison of an issue/change via email.
- The HIC Partner Liaison shall review the 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 by HIC in a scope change order, including the impact on schedule, cost, and staffing.
- The PARTNER project manager shall review and approve the scope change order.
- The scope change order will then be subject to final review by the HIC General Manager and/or the Access Hawaii Committee (if fee related).

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

After the Software or service is launched, any change required can be requested via email. 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.

PARTNER\_\_\_\_\_

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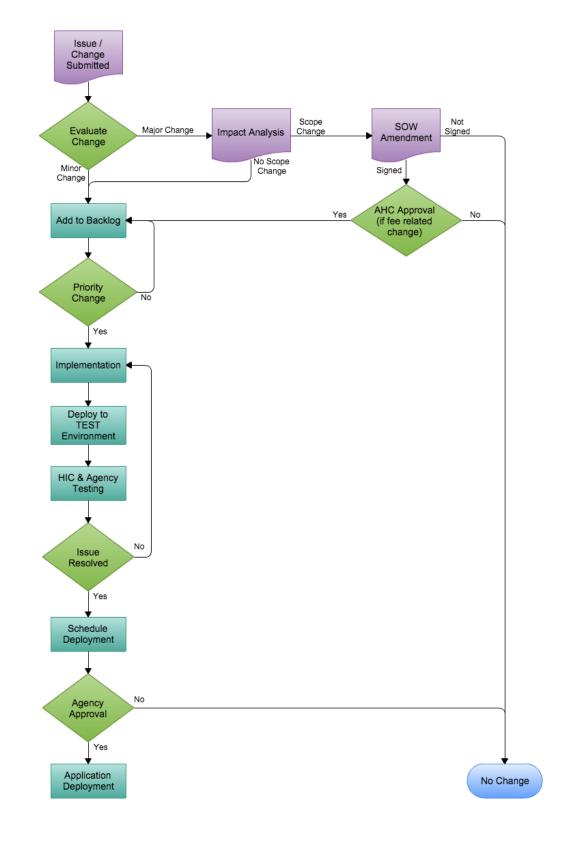
Next, HIC will provide a response to the PARTNER. The response will describe the exact change, estimated completion date, and the estimated resources required. If the requested change requires an unusually high level of HIC resources, or is significantly out of scope of the original Statement of Work document for the Software or service, as applicable, 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:

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PARTNER\_\_\_\_\_

### STAKEHOLDERS

## Department of Health Alcohol and Drug Abuse Division 601 Kamokila Blvd. #360

Kapolei, HI 96707

## Hawaii Information Consortium, LLC.

201 Merchant Street. Suite 1805 Honolulu, HI 96813

#### CHAIN OF COMMAND

DOH	Virginia Pressler, Director, Department of Health
	Lynn Fallin, Deputy Director, Behavioral Health Administration
	Edward Mersereau, Administrator, Alcohol and Drug Abuse Division
	Wendy Nihoa, Chief, Treatment and Recovery Branch
HIC	Burt Ramos, General Manager
	Janet Pick, Director of Operations
	Zheng Fang, Director of Development

Jing Xu, Senior Partner Liaison

PARTNER\_\_\_\_\_

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. This SOW may be modified, amended or extended only by mutual agreement signed by PARTNER and HIC.

By signing, I acknowledge that the project described herein has received any required legal reviews.

Date:

Edward Mersereau Administrator, Alcohol and Drug Abuse Division Department of Health Burt Ramos General Manager Hawaii Information Consortium, LLC

Todd Nacapuy Chief Information Officer Enterprise Technology Services