

## Statement of Work for Implementation Agreement of HSConnects (Grant)

This Statement of Work for Implementation Agreement (the “SOW Agreement” or “SOW”) is made by and between the Board of County Commissioners of the County of Arapahoe (“Arapahoe County”) and the Board of County Commissioners of Adams County (the “Subscribing County”), jointly “the Parties,” as of the \_\_\_\_ day of \_\_\_\_\_, 2018.

1. *Purpose of Agreement.* This SOW defines the services, deliverables, and responsibilities for Arapahoe County and the Subscribing County during the setup and implementation of HSConnects for Go Live readiness. This is an addendum to the Intergovernmental Agreement for GovPrime (the “GovPrime Agreement”) and HSConnects Services Agreement (the “Services Agreement”) between the Parties. The GovPrime Agreement and Services Agreement are hereby incorporated by reference as if fully set forth herein.
  - 1.1. Note: Costs associated with the implementation of the Subscribing County are representative of those incurred by Arapahoe County and are intended for recouping purposes and are not to be incurred by Arapahoe County citizens.
2. *Definitions.* Defined terms in the GovPrime Agreement and HSConnects Services Agreement apply to this SOW.
  - 2.1. Implementation is the defining and execution of the scope of work, milestone activities, and estimated costs that are required to setup HSConnects to prepare for Go Live readiness.
3. *Term of the SOW Agreement.* This SOW shall commence upon execution by the Parties and shall be in effect for 12 months. If necessary, this SOW shall automatically renew for successive periods of 12 months until implementation of HSConnects is completed.
4. *Termination.* Either Party shall each have the right to terminate this SOW Agreement at any time and for any reason, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, which notice shall be given at least sixty (60) calendar days prior to the termination. Subscribing County shall pay Arapahoe County for services satisfactorily performed up to the date of termination.
5. *Modifications.* Except as stated herein, this SOW Agreement may be modified or amended only by a duly authorized written instrument executed by the Parties hereto.
6. *Scope of Work.*
  - 6.1. Included in Scope – Arapahoe County Responsibilities
    - 6.1.1. Provide project management for implementation and documentation.
    - 6.1.2. Configure tenant in Subscribing County’s sandbox/test and production HSConnects environments.

- 6.1.2.1. “Configure tenant” is defined as the creation of the tenant shell from which the Subscribing County can begin to configure its tenant, as appropriate.
  - 6.1.3. Train the Subscribing County’s trainers, configuration analysts, and system administrators.
  - 6.1.4. Provide current functionality that works with Colorado Benefit Management System cases and document workflow.
  - 6.1.5. Assist in the migration of current documents and metadata into HSConnects in a format and medium specified by Arapahoe County. The loaded employee rate for this work will be \$68.01 per hour. It is calculated as the actual hourly rate of the employee plus a 26% surcharge for benefit costs.
  - 6.1.6. Arapahoe County and Subscribing County will explore the feasibility of the Subscribing County’s migrating current task load without documents.
- 6.2. Excluded from Scope
  - 6.2.1. Connection and setup of the Subscribing County’s Azure Active Directory.
  - 6.2.2. Software enhancements or changes to current release of product roadmap specific to or specially requested by Subscribing County.
- 7. *Roles and Responsibilities.* Roles and responsibilities are defined as such:
  - 7.1. Arapahoe County
    - 7.1.1. Project Manager
      - 7.1.1.1. Primary liaison between Arapahoe County and the Subscribing County during implementation.
      - 7.1.1.2. Participates in project status calls.
      - 7.1.1.3. Deploys Arapahoe County support resources as necessary during implementation.
    - 7.1.2. IT support
      - 7.1.2.1. Responds to technical issues as they arise during implementation.
      - 7.1.2.2. Assists with technical system requirements and configuration.
    - 7.1.3. Trainer(s)
      - 7.1.3.1. Train Subscribing County’s trainers.
    - 7.1.4. Human Services Subject Matter Experts
      - 7.1.4.1. Provide information and support on business process-specific issues or questions.
  - 7.2. Subscribing County
    - 7.2.1. Project Sponsor
      - 7.2.1.1. Overall accountability for the Subscribing County’s implementation.
      - 7.2.1.2. Decision-making authority for the Subscribing County.
      - 7.2.1.3. Authorized to deploy/assign resources.
      - 7.2.1.4. GovPrime Agreement point of contact(s).
    - 7.2.2. Business Analyst(s)/Business Owner(s)
      - 7.2.2.1. Expert(s) in the Subscribing County’s Human Services business processes.

- 7.2.2.2. Identifies impacts of the HSConnects implementation on current business processes.
    - 7.2.2.3. Responsible for ongoing HSConnects system administration and performing system configuration during implementation.
  - 7.2.3. Technical Support Authorized Representatives
    - 7.2.3.1. Two (2) post-implementation intermediaries between Arapahoe County and the Subscribing County for all technical support on behalf of the Subscribing County's end users.
  - 7.2.4. Project Manager
    - 7.2.4.1. Maintains project schedule.
    - 7.2.4.2. Reports progress to Arapahoe County project manager.
  - 7.2.5. Change Manager
    - 7.2.5.1. Develops and executes change management and internal communication plan
  - 7.2.6. Trainer(s)
    - 7.2.6.1. Trains Subscribing County's end users.
    - 7.2.6.2. Updates training materials or creates new materials if necessary, based on unique Subscribing County business processes.
    - 7.2.6.3. Individual end-user trouble-shooting.
  - 7.2.7. QA tester(s)
    - 7.2.7.1. Conducts tests and simulations to confirm correct functionality of the Subscribing County's configuration, impact of HSConnects on current business processes, identifies issues and confirms the Subscribing County's go-live readiness.
  - 7.2.8. IT Support
    - 7.2.8.1. Primary IT point of contact.
    - 7.2.8.2. Responsible for hardware, network, security, and Subscribing County's administered systems.
  - 7.2.9. IT Configuration Analyst
  - 7.2.10. IT Security Administrator

8. *Assumptions.*

- 8.1. This is not a relationship between a commercial vendor and a client. As such, expectations are to be set appropriately for this partnership between two local government entities.
- 8.2. Arapahoe County's ability to perform work directly for other counties may be limited by its Board of County Commissioners.

9. *Schedule/Milestones.* Refer to the Food Nutrition Service and Health Care Policy and Financing Grants attached hereto as Exhibit 1 for project milestones.

10. *Estimated Hours.* Refer to the Food Nutrition Service and Health Care Policy and Financing Grants attached hereto as Exhibit 1 for estimated hours.

11. *Payment.* The Subscribing County will be invoiced on a quarterly basis and is responsible for the following costs during the implementation phase of HSConnects.

- 11.1. Arapahoe County's implementation effort will be billed at an hourly rate based upon the loaded employee rate (total employee cost) for each Arapahoe County employee who works on the implementation of HSConnects for the Subscribing County.
- 11.2. The loaded employee rate ranges from \$33.36 to \$96.31 per hour, depending on employee. It is calculated as the actual hourly rate of the employee plus a 26% surcharge.
- 11.3. Additional hardware and/or software required by the Subscribing County to complete the HSConnects implementation is the responsibility of the Subscribing County to purchase directly through its purchasing process.
- 11.4. Development and production of any printed or electronic materials such as training manuals required by the Subscribing County.
- 11.5. If execution of this SOW lasts longer than six (6) months from date of execution, the Subscribing County will be required to reimburse Arapahoe County for its third party costs, such as from Microsoft, for use of the GovPrime Platform during the implementation phase.
- 11.6. Travel
  - 11.6.1. Should travel be required by any Arapahoe County employee for implementation of HSConnects, the Subscribing County will be required to reimburse Arapahoe County for the employee's travel time at the loaded employee rate, mileage, meals, hotel, and other reasonable expenses (e.g., parking fees). Per diem costs will be calculated pursuant to the then current state per diem rates.
- 11.7. Additional Costs
  - 11.7.1. Additional costs may be incurred by the Subscribing County for various tasks that are outside the scope of this SOW, including, but not limited to, the following:
    - 11.7.1.1. Troubleshooting issues relating to the Subscribing County's infrastructure, as detailed in the HSConnects Services Agreement, Section 4, Chargeable Service.
    - 11.7.1.2. Migration of data and documents from other systems.

*12. Execution/Signature.*

- 12.1. IN WITNESS WHEREOF, each party, by signature below of its authorized representative, hereby acknowledges that it has read this SOW Agreement, understands it and agrees to be bound by its terms and conditions.

COUNTY OF ARAPAHOE, STATE OF COLORADO,

By and Through Its BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Jeff Baker, Chair

Attest:

By: \_\_\_\_\_  
Clerk to the Board

COUNTY OF ADAMS, STATE OF COLORADO,

By and Through Its BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Mary Hodge, Chair

Attest:

By: \_\_\_\_\_  
Clerk to the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
Adams County Attorney's Office