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Technical Proposal

**Nebraska Department of Administrative
Services**

**Risk Management Information System/
Claims Management System**

Solicitation Number: RFP 5949 Z1

Submission Deadline:
December 4, 2018

Contact Information:
Bill Moseley, CEO
moseley@glsolutions.com
P.O. Box 591, Bend, OR 97709
541.312.3662 (ph)



Nebraska Department of Administrative Services

RFP 5949 Z1

Risk Management Information System/Claims Management System

Technical Proposal from GL Solutions

ORIGINAL



**Government Licensing Solutions
to Streamline Regulatory Agencies**

Submission Deadline: 2:00 p.m. CST, December 4, 2018



Contact Information:

Bill Moseley, CEO

moseley@glsolutions.com

GL Solutions

P.O. Box 591, Bend, OR 97709

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Cover Letter

GL Solutions
P.O. Box 591
Bend, OR 97709
November 30, 2018

RE: RFP 5949 Z1 – Risk Management Information System/Claims Management System

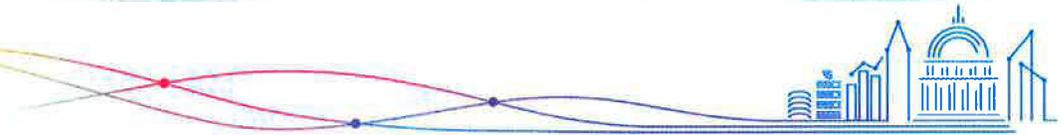
Evaluation Committee:

GL Solutions is pleased to submit this response to State of Nebraska Department of Administrative Services (NEDAS) as Proposal for a Risk Management Information System/Claims Management System. I am the President and CEO of GL Solutions and the person designated to answer questions about this response. You will find my contact information on the cover page of this response.

GL Solutions is a privately-owned company with one location in Bend, Oregon and 44 staff members. Since our founding over 20 years ago, we have implemented our highly flexible system to support licensing, permitting, compliance, certification, inspection, credentialing, registration, continuing education and enforcement activities in various professional regulation, health and safety environments for over 60 government agencies in 24 states. We have developed and supported systems for agencies in Gaming Services, Emergency Services, State Departments of Public Health, Commerce, Protective and Justice Services, as well as State Boards of Medicine, Nursing, Veterinary Medicine, Licensure, Pharmacy and Dentistry—to name only a few.

GL Solutions develops and supports Compliance Tracker, our configurable off-the-shelf software package for automating the operations of regulatory agencies. GL Solutions is dedicated to providing outstanding information systems that improve the organizational productivity of state government agencies. GL Solutions stands apart in the industry with its ability to deliver all desired functionality, at an affordable price, in a timeframe that meets even the tightest of schedules. Founded in 1997 by former government licensing administrators, GL Solutions is built on a solid bedrock of government regulatory expertise and an unwavering commitment to improving the productivity of government organizations.

Compliance Tracker software is a fully-integrated governance risk and compliance solution with the configurable versatility to organize the processes and data of each regulatory agency. With the success of our GL Suite government licensing software application, GL Solutions has recently begun working with agencies within the Governance, Risk, and Compliance industries to create a new product offering to greatly reduce the stress and increase the efficiency of agencies within the GRC market. Compliance Tracker will simplify your procedures and handle every aspect of regulation to meet the agencies' missions. The product components are specified and configured for each agency, to build the specialized solutions necessary to guide each agency's many stakeholders. Its intuitive design and web-based



interface help our customers streamline every process and activity, eliminating the need for many manual processes.

GL Solutions puts a focus on integrated guidance in all aspects of our experience. Our integrated guidance begins with the initiation of the project, ensuring both our staff and clients are aligned and coordinated to ensure a successful execution. Integrated guidance is also built directly into the application, guiding Agency staff through specific processes and procedures.

We have a proven record of accomplishment for meeting project goals and delivering all agreed upon components of software implementation. We specialize in creating systems for government regulatory agencies. Using our experience, we will work with you to identify and achieve your goals. To support our effort, we follow a time-tested, effective risk management methodology to identify, control and mitigate potential risks. The GL Solutions Project Management Methodology is a well-thought-out and effective process that has been highly successful for government regulatory agencies of all types and sizes.

Our software is industry-tested, highly flexible and user-friendly. Compliance Tracker can meet all of your system and technical requirements, configuration specifications and reporting needs. It is a web-based software application that includes an intuitive user interface displayed in a web browser. The Compliance Tracker software is backed by our support teams, our tech support plans, and our unparalleled, comprehensive GL Simple support plans, including a training program conducted in an organized and structured manner that will meet all of your agency's needs.

GL Solutions has substantial experience, a record of success, a talented team of employees and a mature, comprehensive software solution. We appreciate the opportunity to offer this response to Nebraska Department of Administrative Services in your pursuit of a new Risk Management Information System/Claims Management System. We are pleased to be considered as a candidate and look forward to the prospect of working with you to create an efficient system to support your daily efforts. Thank you for considering GL Solutions on this important project.

All the information provided in this response is true and accurate, and I am the individual authorized to negotiate on behalf of GL Solutions. Contact me using the information included on the cover page.

Sincerely,



Bill Moseley
President and CEO, GL Solutions



1. Request for Proposal Form

GL Solutions has provided on the following pages the Request for Proposal Contractual Services Form.

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

____ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	GL Solutions
COMPLETE ADDRESS:	P.O. Box 591 Bend, OR 97709
TELEPHONE NUMBER:	541-312-3662
FAX NUMBER:	N/A
DATE:	11/30/2018
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Bill Moseley, CEO



2. Corporate Overview

Form A Bidder Contact Sheet Request for Proposal Number 5949 Z1

Form A should be completed and submitted with each response to this RFP. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	GL Suite, dba for GL Solutions
Bidder Address:	856 NW Bond St Bend, OR 97701
Contact Person & Title:	Bill Moseley, CEO
E-mail Address:	moseley@glsolutions.com
Telephone Number (Office):	541-312-3662
Telephone Number (Cellular):	N/A
Fax Number:	N/A

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	GL Suite, dba for GL Solutions
Bidder Address:	856 NW Bond St Bend, OR 97701
Contact Person & Title:	Bill Moseley, CEO
E-mail Address:	moseley@glsolutions.com
Telephone Number (Office):	541-312-3662
Telephone Number (Cellular):	N/A
Fax Number:	N/A



CORPORATE OVERVIEW	
A.1	<p>BIDDER IDENTIFICATION AND INFORMATION The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.</p> <p>Bidder Response: Company Name: GL Suite, dba for GL Solutions Address: 856 NW Bond St, Bend, OR 97701 GL Solutions was formed in 1997 in the state of Oregon and has not been renamed during the entirety of its business.</p>
A.2	<p>FINANCIAL STATEMENTS The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.</p> <p>If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.</p> <p>The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.</p> <p>The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.</p> <p>Bidder Response: GL Solutions has provided our previous years audited financial statements in Supporting Document 1 of this response.</p>
A.3	<p>CHANGE OF OWNERSHIP If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.</p> <p>Bidder Response: GL Solutions does not foresee any change in ownership in the near to distant future.</p>
A.4	<p>OFFICE LOCATION The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.</p> <p>Bidder Response: GL Solutions sole office is located at the following address: 856 NW Bond St #200, Bend, OR 97701</p>
A.5	<p>RELATIONSHIPS WITH THE STATE</p>



	<p>The bidder should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.</p>
	<p>Bidder Response: GL Solutions has previously contracted with the Nebraska Real Estate Commission in an effort to implement a licensing software system and website. The contract number was for Request for Proposal 2015-1. The contract concluded and the Real Estate Commission chose not to renew.</p>
<p>A.6</p>	<p>BIDDER'S EMPLOYEE RELATIONS TO STATE If any Party named in the bidder's proposal response is or was an employee of the State within the past five (5) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.</p> <p>If any employee of any agency of the State of Nebraska is employed by the bidder or is a Subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.</p>
	<p>Bidder Response: No employees of GL Solutions have previously been an employee of the State of Nebraska within the past 5 months.</p>
<p>A.7</p>	<p>CONTRACT PERFORMANCE If the bidder or any proposed Subcontractor has had a contract terminated for default during the past ten (10) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.</p> <p>It is mandatory that the bidder submit full details of all termination for default experienced during the past ten (10) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past ten (10) years, so declare.</p> <p>If at any time during the past ten (10) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.</p>
	<p>Bidder Response: GL Solutions has had no contracts terminated for default for the past 10 years.</p>
	<p>GL Solutions has one case of alleged contract termination for cause. The agency terminated the contract for alleged cause, and GL Solutions disputed these claims. Once these allegations were disputed, no rebuttal was provided and the allegations were not further pursued by the</p>



	<p>agencies. GL Solutions also had two contracts terminate where the legislature merged the agency with another agency during the installation. The original licensee went on to use the new parent agency's software. These agencies will be listed below, with a brief description:</p> <ul style="list-style-type: none"> i. Kentucky Real Estate commission terminated the contract after the legislature merged the agency with another agency during the installation of the software system. ii. Indiana Secretary of State Auto Dealer Services Division insisted on a change request that allowed unlimited change requests without cost. GL Solutions would not agree, and the agency cancelled the contract. iii. North Carolina Department of Justice terminated contract after legislature merged the agency with another agency during the installation.
<p>A.8</p>	<p>SUMMARY OF BIDDER'S CORPORATE EXPERIENCE</p> <p>The bidder should provide a summary matrix listing the bidder's previous projects similar to this RFP in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.</p> <p>The bidder should address the following:</p> <ul style="list-style-type: none"> i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this RFP. These descriptions should include: <ul style="list-style-type: none"> a) The time period of the project; b) The scheduled and actual completion dates; c) The Contractor's responsibilities; d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget. ii. Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects. iii. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor. <p>Bidder Response: We have provided below our experience working with clients of similar size and scope. In all cases, GL Solutions was the prime contractor and utilized no subcontractors.</p>



North Carolina Medical Board

Start and End Date: 11/2003 – 2/2005

GL Solutions originally contracted with the North Carolina Medical Board to implement GL Suite in 2005. The NCMB installation comprehensively addresses all of NCMB's regulatory requirements—licensure, financial management, and compliance management. The one-stop website we designed with them provides extensive public services—application submission, renewals, verifications, information updates, and public document accessibility. We implemented a GL Suite system that provides the following capabilities:

- i. Member & Public Website – Online Applications, Renewals, License Verifications, Contact Updates, App/Renewal Status Check, Public Document Accessibility
- ii. Comprehensive Licensure functionality
- iii. Compliance Management
- iv. System Interfaces

The NCMB continues to work with GL Solutions to find new ways to streamline and automate the daily duties of their agency staff, and has undergone significant enhancements to their software system, as well as drive innovation to existing products and services. NCMB is currently undergoing a project to implement Microsoft Power BI integration to enhance their reporting and analytics capabilities, providing rich visualizations of agency data.

Contact: Hari Gupta
Phone: 919-326-1109 x248
Email: hari.gupta@ncmedboard.org

Nebraska Charitable Gaming Division

Start and End Date: 9/2009 – 8/2010

GL Solutions originally contracted with the Nebraska Department of Charitable Gaming Licensing, Regulation and Financial Reporting in 2009. The NCGD installation provided a single agency-wide and cross-agency software system to provide a single, centralized database that is responsive and adaptable to the ever-changing needs of the agency. The application was designed and configured to support the licensing of lottery and charitable gaming operators, provide an online portal for applicants to manage their information, provide public verification through an online public website, and assist in the distribution of tax related documents for licensees. The NCGD's has recently concluded the migration of services from our previous GL Suite release build, GL Suite version 5, to our most recent release build, GL Suite version 6.

	<p>Contact: Gail Ross Phone: 402-471-5955 Email: gail.ross@nebraska.gov</p> <p>Illinois Department of Health Start and End Date: 7/2003 – 8/2004</p> <p>GL Solutions originally contracted with the Illinois Department of Health – Environmental Division in 2004. The ILDOH ENV installation provided the agency with a software system designed to facilitate the intake of paper applications and online applications for environmental licensing, such as plumbing, asbestos professionals, and pest professionals. The ILDOH ENV GL Suite installation was also designed to provide continuing education tracking and mobile inspection capabilities using our mobile inspection application. ILDOH ENV has recently concluded the migration of services from our previous GL Suite release build, GL Suite version 5, to our most recent release build, GL Suite version 6.</p> <p>Contact: Ken McCann Phone: 217-785-2043 Email: ken.mccann@illinois.gov</p>
<p>A.9</p>	<p>SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH The bidder should present a detailed description of its proposed approach to the management of the project.</p> <p>The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.</p> <p>The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the RFP in addition to assessing the experience of specific individuals.</p> <p>Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.</p> <p>Bidder Response:</p>



GL Solutions utilizes a comprehensive and effective Project Management Methodology (PMM). We have a formal approach to project management based on the PMI's *Project Management Body of Knowledge* (PMBOK) principles and methods. We also incorporate agile principles and methods into our processes. GL Solutions planning and feedback approach reduces risk and ensures quality and assures that teams align the delivered software with desired business needs.

Our PMM ensures:

- Each key business process is defined and documented
- All parties understand and agree to Project Plan
- All developed outputs meet or exceed requirements and expectations
- Authority and responsibilities are clearly defined
- Communication between parties is timely and productive
- Your needs are addressed in an organized fashion
- The project adheres to scope and schedule agreements
- Proactive management of risks and issues
- Rigorous quality assurance processes

GL Solutions' PMM is tightly integrated with all elements of our Project Implementation Process (see below). It wraps a layer of monitoring, directing, advising, and guidance around the project implementation stages. We adhere to tested management procedures that align our efforts at every phase of the implementation with the goals of the project. Primary in our efforts is effective communication, internally and with your staff. Other efforts include tight adherence to the Project Plan, frequent project management meetings, consultation on process improvement and/or change management, ongoing risk and gap assessments, and strict scope maintenance.

We recognize that government offices regularly face a scarcity of resources and time. Our PMM delivers everything necessary for planning, building, and managing a successful implementation while simultaneously maximizing quality and getting the most out of your staff's time and agency's budget.

Resumes

We have provided on the following pages the resumes for the identified key personnel that will be assigned to the potential contract. The key personnel are as follows:

- Bill Moseley, CEO of GL Solutions
- Ryan Pedersen, VP of Operations
- Eric Staley, VP of Business Solutions
- Marcy Merlot, Service Delivery Manager/Project Manager

Bill Moseley, CEO

moseley@glsolutions.com

541-312-3662

Related Experience

President and CEO, *GL Solutions*, Bend, OR, 7/1997 – present

- Founded and grew company
- Transform company from early-stage to mature, systems focused enterprise
- Chief architect of software application
- Wrote extensive TSQL, HTML, XML and Visual Basic programs
- Reengineer workflow and information systems for dozens of government regulatory agencies
- Led and coordinated teams of multidisciplinary professionals on information system projects
- Managed large, enterprise software development projects
- Managed Tier III data center infrastructure
- Provided project executive management for GL Solutions clients since 1997

Operations Administrator, *Oregon Department of Justice*, Salem, OR 2/1996 – 7/1998

- Reengineered workflow and information systems for the Charitable Activities Section
- Recognized with outstanding service award by Attorney General Myers
- Managed section staff, developed and implemented \$2M budget
- Developed comprehensive WWW page to distribute and collect client information
- Designed, developed, and implemented three client-server SQL Server database applications

Education

Master of Arts in Public Administration, *University of Kansas*, Lawrence, Kansas, 1995

Juris Doctorate in Law, *University of Kansas*, Lawrence, Kansas, 1994

Bachelor of Arts in Economics, *University of Kansas*, Lawrence, Kansas, 1991

Bachelor of Arts in Political Science, *University of Kansas*, Lawrence, Kansas, 1991

Hardware & Software Summary

Environments: Windows desktop OS: Windows 3.1 thru present; Windows server OS: Window NT -12, Novell; Virtualization

Hardware: Numerous desktop and server hardware; various iSCSI SANs; Sonic Wall, Cisco, 3COM, and other mfgs; network load balancers, routers, firewalls, switches, hubs; various high speed and desktop scanners, bar code readers, printers, portable computing devices

Software: GL Suite Software (XML based) SQL; TSQL; VB all versions; VBA; VB Script; Java Script; ASP, ASPX, .NET, HTML, Visual FoxPro; dBase 3, 4, Visual; Pascal; XSLT, XML, MS Office, WSDL



Ryan Pedersen, VP of Operations

pedersen@glsolutions.com
541-312-3662

Ryan has worked in a development position for GL Solutions for over 7 years. Ryan has provided development management for over 40 client project implementations and manages the team responsible for configuring and developing the system and associated functionality based on the specification documents generated by the Business Analysts. The primary function of his team is to configure the system to meet the agency's needs. GL Suite's configurable nature makes it extremely efficient and intuitive to maintain and support, by both Ryan's team and clients as well.

Related Experience

Development Manager, *GL Solutions, Bend, OR, 10/2010 – present*

- Provides development management for GL Solutions clients
- Manages team of software developers and configuration specialists responsible for the configuration and development of client software projects

Software Developer, *GL Solutions, Bend, OR, 11/2009 – 10/2010*

Areas of Expertise:

Data Conversion

- From legacy database systems to GL Suite system, including merging large numbers of data sources
- Completed successful data conversions for over 30 GL Solutions clients:

Third-Party Interfaces

- Between client providers and GL Suite system
- Completed successful third-party interfaces for numerous GL Solutions clients.

Technical Areas of Experience:

- SQL Server database architecture, implementation, data structures, and administration.
- .Net software development, in particular VB.Net and Java-based applications.
- Microsoft Windows Server and Client operating systems, including:
 - Client: DOS, Windows 3.x, 95, Vista, 7
 - Server: Windows NT, 2003, 2008
- Developed and supported all aspects of GL Suite software

Lead Developer, *EDS Government Solutions, 7/2007 – 11/2009*

- Participated in all aspects of development for VTDrives, a complete redesign of Vermont's DMV technology
- Development using .NET 3.0 technologies, VB.net, T-SQL, and XML
- Task planning and tracking using scrum methodologies
- Hosted classes on application framework and DevX UI development for new hires
- Worked with BAs, Data Migration, and Testers for analysis, design, and implementation



- Analyzed new requirements and planned integration with existing platform
- UI design, client-server-database communication and integration using .NET 3.0 and WCF, business logic, internal and third-party interfaces, relational database design, SQL queries, database design with normalization, performance testing/tuning, unit and end to end testing, data reporting, and framework design

Education

Bachelor of Arts in Computer Software Engineering/Minor in Business Management, *Oregon Institute of Technology*, Klamath Falls, Oregon, 2007

Hardware & Software Summary

Environments: Windows desktop OS: Windows 3.1-7; Windows server OS: Window NT-08

Hardware: Intel-based desktop/server

Software: GL Suite Software (XML based), .NET Framework, C++, C#, VB, XML, XPath, XSLT, XML, Ruby, SQL, TSQL, MySQL, DevX, ASP, ASPX, HTML, Visual Studio 2kX, SQL Server Studio, Team Foundation Server, MS Visual Source Safe, Crystal Reports, MS Reporting, MS Office Suite

Professional References

- **Ken McCann**, Environmental Health Manager, *Illinois Department of Health*, 217-785-2043 / ken.mccann@illinois.gov
- **Sameer Teni**, Lead (Interfaces, Frameworks), *EDS Government Services*, 309-533-0055
- **Ben Thompson**, Senior Data Engineer, *Surge Analytics*, 503-737-5169 / ben.thompson@surgeanalytics.net

Eric Staley, Vice President for Business Solutions

staley@glsolutions.com

Experience

Vice President for Business Solutions, GL Solutions, Bend, OR, 1/2018 - Present

Vice President for Administration, GL Solutions, Bend, OR, 4/2014 – 1/2018

- Supervision of facilities maintenance staff
- Supervision of accounting and financial reporting staff
- Supervision of human resource functions including recruiting, hiring, benefits administration and team/management development and training
- Testing of installation and tech support development and specification documents
- Training staff in technologies and procedures

Vice President for Business Solutions, GL Solutions, Bend, OR, 4/2009 – 4/2014

- Procurement and management of infrastructure-related vendor services
- Establish and maintain selling techniques and processes
- Supervision of teams conducting marketing campaigns and events
- Supervision of team creating brand, brand recognition, and awareness
- Supervision of management staff
- Conducting client satisfaction surveys



- Participation in on and off-site client meetings
- Perform liaison activities between Operations and other departments

Development Manager, GL Solutions, Bend, OR, 5/2001 – 4/2009

- Provides development management for GL Solutions clients
- Manages team of software developers and configuration specialists responsible for the configuration and development of client software projects
- SAN implementation and maintenance
- SQL Server, development, implementation, and maintenance

Developer, GL Solutions, Bend, OR, 7/98 – 5/2001

- Implementation of best practices in development activities
- .NET-base software and web development
- Server installation and support

Education

Bachelor of Arts in History, University of New Mexico, Albuquerque, NM. Graduated 1990

Hardware & Software Summary

Environments: Windows desktop OS: Windows 3.1-10; Windows server OS: Windows NT-2012 r2

Hardware: Intel-based desktop/server

Software: GL Suite Software (XML based), .NET Framework, VB, XML, XPath, XSLT, XML, TSQL, ASP, ASPX, HTML, Visual Studio 2kX, SQL Server Studio, MS Visual Source Safe, Crystal Reports, MS Reporting, MS Office Suite

Professional References/Past Projects

- **Ken McCann**, Environmental Health Manager, *Illinois Department of Health*, 217-785-2043 / ken.mccann@illinois.gov
- **Hari Gupta**, Operations Manager, *North Carolina Medical Board*, 919-326-1109 x248 / Hari.Gupta@ncmedboard.org
- **Gail Ross**, Licensing Supervisor, *Nebraska Charitable Gaming Division*, 402-471-5955 / gail.ross@nebraska.gov

Marcy Merlot, Service Delivery Manager

merlot@glsolutions.com

Related Experience

Service Delivery Manager, GL Solutions, Bend, OR, 9/2013 – present

- Lead Client Relationship Team
- Responsible for individual development and all operational duties of Client Relationship Team



	<ul style="list-style-type: none"> • Provides current supervision of the installation management and technical support for GL Solutions' clients <p>Project Coordinator Manager, <i>GL Solutions, Bend, OR, 7/2011 – 9/2013</i></p> <ul style="list-style-type: none"> • Lead Project Coordination Team • Responsible for individual development and all operational duties of Project Team • Provided installation management and technical project support for GL Solutions clients: <p>Business Analysis Manager, <i>GL Solutions, Bend, OR, 5/2010 – 7/2011</i></p> <ul style="list-style-type: none"> • Lead Business Analysis Team • Responsible for individual development and all operational duties of Analysis Team • Provided technical support for GL Solutions' clients <p>Business Analyst, <i>GL Solutions, Bend, OR, 10/2008 – 5/2010</i></p> <ul style="list-style-type: none"> • Conducted process analysis for existing clients to design more efficient ways for their systems to operate • Worked with clients to analyze and address issues • Conducted requirements gathering and business process analysis for new installation clients • Designed and configured system screens and business rules to build new systems for installation clients • Specified data conversions, interfaces, and all forms or outputs for new installation projects <p>Food and Beverage Director, <i>Broken Top Club, Bend, OR, 1993 – 2003</i></p> <ul style="list-style-type: none"> • Managed front and back of the house departments including staff and product • Conducted in-house food safety inspections • Responded to outside food safety inspections for all dining rooms, bars, concession outlets • Created financial projections and budgets for all F&B departments • Managed income and expenses to financial expectations <p><u>Education</u></p> <p>Associate of Applied Sciences Business Administration: Accounting, <i>Central Oregon Community College</i></p> <p>Food and Beverage Management Diploma, <i>American Hotel and Lodging Educational Institute</i></p> <p><u>Hardware & Software Summary</u></p> <p>Software: GL Suite, MS Word, MS Excel, MS Visio, MS Publisher, MS Project, Adobe InDesign, QuickBooks</p>
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	<p>Professional References</p> <ul style="list-style-type: none"> • Billie Jo Jibben, Licensing Supervisor, <i>Wyoming Real Estate Commission</i>, 307-777-8768 / bj.jibben@wyo.gov • Dave Kinney, Project Manager, <i>North Carolina Medicaid Management Information System</i>, 919-609-5404/ davidk.kinney@gmail.com • Gail Ross, Licensing Supervisor, <i>Nebraska Department of Charitable Gaming</i>, 402-471-5955, gail.ross@nebraska.gov
<p>A.1 0</p>	<p>SUBCONTRACTORS If the bidder intends to Subcontract any part of its performance hereunder, the bidder should provide:</p> <ul style="list-style-type: none"> i. name, address, and telephone number of the Subcontractor(s); ii. specific tasks for each Subcontractor(s); iii. percentage of performance hours intended for each Subcontract; and iv. total percentage of Subcontractor(s) performance hours. <p>Bidder Response: GL Solutions does not intend to utilize any subcontractors for the execution of this contract.</p>



3. Section II through IV

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JZ			

The contract resulting from this RFP shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable ; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JZ			

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

C. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

D. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JZ			

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

E. CHANGE ORDERS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JZ	See contract section 7 for alternative language.



The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

F. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	<i>JZ</i>		

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

G. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		<i>JZ</i>	Delete the sentence: In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.



H. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JZ			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

I. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JZ			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

J. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JZ			

1. GENERAL

I. The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY



III. The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

IV.

V. If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

VI.

3. PERSONNEL

VII. The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

VIII.

IX.

X.

4. SELF-INSURANCE

XI. The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

XII.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

XIII.

K. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	JZ		

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other Party prevails.

L. PERFORMANCE BOND



Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JZ	<p>Replace: The bond may be returned upon successful implement otherwise the bond will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.</p> <p>With: The bond may be returned upon Acceptance, as specified in contract section 9, of the installation deliverables.</p>

The Contractor will be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska. The amount of the bond must be in the dollar amount \$60,000.00 (sixty thousand dollars). The bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond may be returned upon successful implement otherwise the bond will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

M. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JZ			

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

N. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JZ			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.



O. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JZ			

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

P. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JZ			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Q. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JZ			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.



2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

R. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			<p>Replace: Transfer all completed or partially completed deliverables to the State; Transfer ownership and title to all completed or partially completed deliverables to the State;</p> <p>With: Transfer paid for deliverables to the State; Transfer ownership and title to all paid for deliverables to the State;</p> <p>Add: Contract closeout services must be purchased by state as a Software Support Service.</p>

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.



III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JZ			

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.



The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JZ			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
XIV.
XV. The completed United States Attestation Form should be submitted with the RFP response.
XVI.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
XVII.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this RFP.

D. COOPERATION WITH OTHER CONTRACTORS



Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JZ			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JZ			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JZ	See contract section 16 for alternative language.

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.



G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JZ			

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

4. WORKERS' COMPENSATION INSURANCE

XVIII. The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

XIX.

5. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

XX. The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

XXI.

XXII. The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as**

required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

XXIII.

XXIV.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
Independent Contractors	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

XXV. If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the



insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

XXVI.

6. EVIDENCE OF COVERAGE

XXVII. The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

XXVIII.

XXIX. Department of Administrative Services – Risk Management

XXX. Attn: Risk Manager

XXXI. 1526 K Street, Suite 220

XXXII. Lincoln, NE 68508

XXXIII.

XXXIV. These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

XXXV.

XXXVI. Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

XXXVII.

7. DEVIATIONS

XXXVIII. The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

XXXIX.

H. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JZ			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

I. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JZ			

By submitting a proposal, bidder certifies that there does not now exist a relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.



The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

The bidder certifies that it will not knowingly employ any individual known by bidder to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

J. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JZ			

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

K. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JZ			

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

L. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JZ			



The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

N. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JZ			

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

O. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JZ			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.



IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		<i>JZ</i>	<p>Replace: Invoices for quarterly payments</p> <p>With: Invoices for monthly payments</p>

Invoices for **quarterly payments** must be submitted to the agency requesting the services with sufficient detail to support payment. Invoices must be sent to Department of Administrative Services – Risk Management Division, Attn: Shereece Dendy-Sanders, 1526 K Street, Suite 220, Lincoln, NE 68508. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>JZ</i>			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:



JZ			
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State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JZ			

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JZ			

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical



or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

4. Technical Approach

GENERAL CAPABILITIES	
1.1	The solution shall provide a method of allowing auto filtering on document type based on the user's active screen within the solution.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to automatically filter the document types that can be appended on a screen based on the active screen. Each screen will restrict the items that can be appended to ensure only relevant objects can be added to that particular screen. This will be further restricted to users with the appropriate access to append objects using role-based security.
1.2	The solution shall provide a method to track entities of different types. Types include, but are not limited to, employees, vendors, hospitals, attorneys, attorney firms, MMSEA claim party, insurers, adjusters, drivers, insurance companies, volunteers, etc.
	Bidder Response: Compliance Tracker will meet this requirement. We will specify and configure Compliance Tracker to track different entity types. Entity types will be created for employees, vendors, hospitals, attorneys, attorney firms, MMSEA claim parties, insurers, adjusters, drivers, insurance companies, and volunteers. Entities will be created for each specific purpose.
1.3	The solution shall allow for the tracking of multiple addresses and phone numbers for a single entity.
	Bidder Response: Compliance Tracker will meet this requirement. We will specify and configure Compliance Tracker to allow for the tracking of multiple addresses and phone numbers for a single entity. Compliance Tracker allows an entity to contain multiple address types, such as Mailing Address and Physical Address, and additional addresses can be configured to be tracked. Each address type can contain multiple phone number types to assist with tracking multiple phone numbers. When an address is updated, a new address object is created with the old address being marked as Previous to enable the tracking of all historical address data.
1.4	The solution shall include a tool to maintain entities, including, but not limited to updating, merging duplicate entities, adding new, and inactivating entities.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to allow users with the appropriate permissions to maintain entities, including updating, merging duplicate entities, adding new entities, and inactivating entities. Compliance Tracker assigns all staff members to a User Group for each staff role, and sets up unique and flexible security for each. During design of the software system, it will be determined which groups can create, view, edit, and/or delete everything, including each screen, field, case type, calendar view, business rule, document, report, and much more. Users with the appropriate permissions will be able to make updates to entities as needed, including inactivating entities. Users will have the ability to merge duplicate entities using a command. The command will be accessible by users with the appropriate permissions the ability to run the command, which will ensure all data is merged into a single record, retaining all historical data. New entities will be able to be created from the main screen menu.
1.5	The solution shall provide a method of restricting which users have the ability to view social security numbers and make changes.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to only allow users with the appropriate permissions the ability to access,

	view and make changes to social security numbers. Users who do not have the appropriate permissions will be unable to see the social security number field, and permissions can be set in a way that only allows specific staff members the ability to make updates to this field.
1.6	The solution shall track personal information about claimants including, but not limited to, social security numbers, tax ID, firm name, contact information, etc.
	Bidder Response: Compliance Tracker will meet this requirement. We will specify and configure Compliance Tracker to track personal information such as social security numbers, tax ID, firm name, contact information, and more for claimants. We will configure fields to capture all of this information within the entity record. Compliance Tracker maintains historical information for name changes, address changes, status changes, and much more. Once individuals (and other entities such as businesses, groups, etc.) are entered into the system, all of their information—from the very first day of their association with your agency to the very end—is located in one place. Compliance Tracker also allows for multiple current addresses such as physical, mailing, practice, etc. Compliance Tracker also tracks and displays entity and claim history and status changes in a straightforward, clear manner.
1.7	The solution shall allow for the creation of new entity types.
	Bidder Response: Compliance Tracker meets this requirement. One feature that distinguishes Compliance Tracker from other software solutions and one of its greatest strengths is the extent to which it can be configured to any business process without custom coding. Compliance Tracker succeeds where others falter because we configure it to meet your processes rather than pushing you to adapt to a system built on our assumptions about your business. Compliance Tracker configurations are implemented using an integrated Control Panel, a highly flexible tool that GL Solutions and your staff use for the setup, maintenance, and enhancement of your system. GL Solutions will use the Control Panel to design and implement your agency's Compliance Tracker system to meet your requirements. We use it to establish entities, and we tailor each of these entities with screens, fields, menus, reports, letters, spreadsheets, user security, business rules, online help file link locations, and dropdown list values according to your needs. Your agency's administrators will also utilize the Control Panel. With it, they will be able to perform most additions or modifications to the User Interface. The degree to which your own administrators make changes to your system is up to you. If you prefer, GL Solutions will happily execute any desired modifications for you. In accordance with your ongoing support plan.
1.8	The solution shall have the ability to be modified by adding or removing fields, updating codes, modifying the location of the field on the screen, restricting who can edit/view/update individual fields.
	Bidder Response: Compliance Tracker meets this requirement. The core of the software system provides a configuration utility that allows users with the appropriate permissions and knowledge of the software system to easily modify screens, add or remove fields, update business rules, modify the location of a field on a screen, and update the security of individual fields or entire screens and commands. Compliance Tracker provides a simple, easy to use interface that will allow users with the appropriate training to make updates as needed to the software system. Security can be set on screens, commands, and individual fields to restrict access to data to specific roles.
1.9	The solution shall provide a method of associating multiple claims to a single event across different agencies.



	Bidder Response: Compliance Tracker will meet this requirement. We will specify and configure Compliance Tracker to allow multiple claims to be associated to a single event across different agencies.
1.10	The solution shall provide a unique numbering/naming system. Each event shall automatically receive a unique number/name upon creation.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to provide a unique numbering/naming system for each event. We will configure business rules to automatically set a unique number/name to associate to the event. The business rule will utilize a sequential numbering scheme to assign a number to each event and record which can be used to search for the event/record within the software system.
1.11	The solution shall provide the ability to log and track an event type.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to allow for the logging and tracking of an event type. Events will contain a type/category field, which will assist in identifying the type of event that it is. The event/category type will be presented in a drop-down menu of predefined events/categories.
1.12	The solution shall provide the ability to create, maintain and select event categories/types.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to provide the ability to create, maintain and select event categories/types. Users with the appropriate permissions will have the ability to create and update events as needed. Event categories and types will be set by selecting from a drop-down menu of pre-defined categories and types.
1.13	The solution shall provide the ability to record who reported an event.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to record the entity who reported an event. Events will contain fields to record information related to the entity who reports it, including the name and contact information.
1.14	The solution shall provide a field to briefly describe the event.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to provide a text field so users can provide a brief description of the event.
1.15	The solution shall provide the ability to record the location of the event including physical address and location types.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to record the location of an event, including the physical address and location types. This will be recorded using an Address object to record the details of the location, such as address and the type of location (house/business/etc.).
1.16	The solution shall provide the ability to close the event when the conclusion is reached.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to provide users with the ability to close an event when a conclusion is reached. Events will contain a Status field with statuses of Open and Closed, as well as any other required statuses. Business rules can be configured to automatically close an event when predefined criteria are met, such as when the event reaches a specific age
1.17	The solution shall provide the ability to record the results of an investigation into an event, including any statements by witnesses, claimants, staff, etc.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to allow users to record results of an investigation into an event. The event



	will allow statements to be included with the event, where statements can be categorized by witness, claimant, staff, etc.
1.18	The solution shall provide a method to assign an adjuster to a claim.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to allow users to assign an adjuster to a claim. Users with the appropriate permissions will have the ability to assign an adjuster to a claim. This will be facilitated through a drop down menu of adjusters to assign the claim to.
1.19	The solution shall provide a method of noting if the claim is litigated.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to provide status field indicating whether a claim is being litigated. This status field can either be a drop down menu or a check box.
1.20	The solution shall provide a method of tracking reserves and payments made in relation to the claim.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to track reserves and payments made in relation to a claim. We will configure objects for payments and reserves which will identify the type of payment or reserve.
1.21	The solution shall allow for the tracking of more than one claimant per claim as well as a method to determine which claimant is the primary claimant.
	Bidder Response: Compliance Tracker will meet this requirement. We will specify and configure Compliance Tracker to allow more than one claimant to be associated to a single claim. Claimants will have two designations: primary and claimant.
1.22	The solution shall provide a way of setting a fiscal year that can be utilized throughout the system.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to track the fiscal year throughout the system. The fiscal year will be identified on relevant screens, such as claims, reserves and payments, and policy information.
1.23	The solution shall provide the ability to log events with a date and time stamp.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to log events with a date and time stamp. Business rules will be configured to automatically date an event upon creation with the date and time the event is created.
1.24	The solution shall provide end user definable data validation to safeguard against the entry of incorrect data.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to provide end-user definable data validation. Data validation and error detection are regular Compliance Tracker capabilities and are available on the back-office interface. For one, whenever feasible, we can create dropdown menus with pre-selected text for users to select. This ensures that data entered is appropriate and correctly inputted from the beginning. Additionally, Compliance Tracker has a standard set of verification rules, such as for phone numbers, dates, and Social Security numbers. The system prevents invalid data entries, such as entering an invalid date in a Date field, by various means. First, we designed Compliance Tracker's core code to prevent users from entering and saving invalid dates to the database. Second, we have configured rules that reformat dates entered in diverse formats to be consistent. If the date entered is invalid, the system will prompt the user with an alert and prevent the data from entering the database. This is important because it allows for consistent and accurate data mining/reporting. Additional business rules will be configured where needed to provide further data validation.



	<p>Compliance Tracker can ensure that the inputted city and state match the zip code and that addresses entered are only from a particular state. We can configure every property to be either required or optional, and each can have its own set of validation rules. At each step, users can be restricted from continuing if information is missing or improperly entered. We can create any sort of verification rules necessary for your system’s efficiency and accuracy.</p> <p>Compliance Tracker can also be configured to return a variety of messages to assist users when data entered is incomplete or incorrect. Compliance Tracker validates that data has been entered correctly upon Save. If data is entered incorrectly or insufficiently, upon Save Compliance Tracker will present prompts according to business rules logic. For example, if business rules require that a staff member be assigned to each application and a staff member is not assigned, Compliance Tracker will notify the user.</p>
1.25	<p>The solution shall provide a way to make certain fields required before saving.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to mark certain fields as required, which will require the user to enter data into the field before saving will be possible. Required fields will be marked with bold text, and any attempts to save the data without filling these fields will produce an error indicating the required field(s).</p>
1.26	<p>The solution shall warn the user if they are about to lose data if they do not save.</p> <p>Bidder Response: Compliance Tracker meets this requirement. The core of the software system is designed to produce an on-screen warning message in the event that the user attempts to change screens prior to saving the data. This error message will indicate that the data is not yet saved, and will present three options: Save and continue, don’t save and continue, or cancel and remain on the screen.</p>
1.27	<p>The solution shall have a time-out feature that shall be configurable and shall warn the end users before time-out occurs.</p> <p>Bidder Response: Compliance Tracker does not meet this requirement. The time-out feature is a core component of the software system, and will time a user out after a 4 hour period has elapsed. There is no notification prior to the time-out occurring.</p>
1.28	<p>The solution shall provide a method of email notes to other users.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to allow a method of emailing notes to other users. This functionality can be facilitated in a number of ways. For one, we can configure the application to automatically send email notes to other users upon the execution of pre-defined criteria. We can also configure a screen to compose a simple email from a record to email customized notes to a specified email address or addresses. During the requirements gathering process, a Business Analyst will discuss the best way to facilitate this requirement with the appropriate functionality.</p>
1.29	<p>The solution shall provide be able to export all data fields.</p> <p>Bidder Response: Compliance Tracker meets this requirement. The core of the software system is designed to facilitate the exporting of all data fields to reports and queries. Compliance Tracker provides elaborate and robust analytical reporting capabilities, providing the State with an extensive set of tools to get the most out of their system. Compliance Tracker will retrieve data on demand in any number of desired formats (including Microsoft Word, Excel, PDF and more). Compliance Tracker’s accurate, dynamic sorting and filtering mechanism allows staff to track, monitor, and analyze data based on any desired criteria. All Compliance</p>



	<p>Tracker reports and queries are supported by the software’s sophisticated role-based security system, which determines exactly which users/roles/groups are allowed access to analytical reports.</p> <p>Compliance Tracker enables NEDAS staff with appropriate permissions to run all needed predefined reports and queries, enabling authorized staff to track, monitor and analyze any data stored in the system. Compliance Tracker provides accurate, real-time reporting. Information is always up-to-date, accurate, and consistent. With Compliance Tracker, you can trust your reports to be accurate, reliable, and reflective of the most current system information. During implementation, GL Solutions reviews your reporting needs and matches those needs with our experience and expertise to specify and develop reports tailored for you. Predefined reports and queries dynamically display the latest applicable data.</p> <p>For more information on our reporting capabilities, see Supporting Document 1.</p>
<p>1.30</p>	<p>The solution shall provide a method of importing data into the appropriate fields in the database.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure data import interfaces within Compliance Tracker to facilitate the importing of data into the appropriate fields in the database. GL Solutions regularly creates custom data exchange interfaces, which allow for all manner of data exchange between our clients and third parties. Compliance Tracker will interface with any system that has an API, and/or transfer files via secure FTP site. We build interfaces to support online credit card payments, criminal record checks, information updates, exam scheduling/scoring/administration, and more. Custom interfaces can provide nearly real-time or delayed transactions (whichever you choose).</p> <p>GL Solutions uses various methods of integration to create customized third-party interfaces:</p> <ul style="list-style-type: none"> • Compliance Tracker integrates with other applications and exchanges transactional data using XML, other .Net Web Services, and SSIS packages as long as a documented API is available. • Business requirements that merely call a third-party application but do not exchange transactional data can be instantiated by configuring simple business rules using the Control Panel. • For integration in which data flows from a third-party application to Compliance Tracker and latency is not an issue, GL Solutions will work with the third-party application vendor to export data to a text file or database format on a regular schedule. Compliance Tracker will monitor the folder destination of the export or the database table for changes. When a change is detected, Compliance Tracker activates a custom application written by GL Solutions, which takes the third-party information, requests the corresponding Compliance Tracker XML file from the business tier, and modifies the file based on the imported information. The modified XML file is then resubmitted to the business tier where business rules are applied and submitted to the data tier to update the Relational Database Management System (RDBMS). • For integration where data flows from Compliance Tracker to a third-party application and latency is an issue, GL Solutions builds custom export programs. The export programs store data from the data warehouse in a format specified by the third-party application. The third-party application must provide either an API to activate the upload of the information or a self-contained mechanism for uploading the file.

	<ul style="list-style-type: none"> For integration requiring data exchange via secure FTP, GL Solutions builds commands and/or scheduled jobs to create and post or to retrieve and process the specified file.
1.31	The solution shall provide a way to schedule imports and exports.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to schedule imports and exports. We will configure scheduled jobs to run on a nightly, weekly, or monthly basis to schedule imports and exports using data exchange interfaces as needed.
1.32	The solution should provide a method of creating mail merge documents from any field within the solution.
	Bidder Response: Compliance Tracker meets this requirement. The core of the software system allows mail merge documents to be created and configured utilizing data from any field within the solution. Correspondences can be configured to dynamically pull data from any data element within the software system, populating data from a specific record or records into the document such as names, addresses, claim information, etc. For more information on our reporting tools and service, see Supporting Document 1.
1.33	The solution shall provide a method of sorting the mail merge documents and restricting which users can see which mail merge documents.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to restrict which users can see which mail merge documents. Compliance Tracker will be configured to only provide access and visibility to mail merge documents using role based security. Users with the appropriate permissions will have the ability to access and generate mail merge documents as defined by the user role they are assigned to.
1.34	The solution shall provide a method of scheduling the system to automatically create the mail merge documents.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to automatically create mail merge documents on a specified schedule.
1.35	The solution shall provide the ability to email documents, notes, attachment, and other items from the system.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to allow users to email documents, notes, attachments, and other items from the system. Compliance Tracker can be tailored to send emails to individuals, businesses, board members, etc. allowing an agency to avoid the cost and difficulty of printing and mailing items through the postal system. Users can manually generate email notices one at a time or generate them in an automated batch job. Once a notice is selected or scheduled for batch printing, Compliance Tracker does everything else including merging pertinent data into renewal notice templates and storing electronic copies with each applicant's record. Compliance Tracker can also be configured to send ad-hoc emails. The system will allow for a group of recipients to be selected, the body of the email entered, and the emails will be sent automatically.
1.36	The solution should have the ability for merge created documents to attach to claims as an attachment.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to merge created documents to attach to claims as an attachment.
1.37	The solution shall provide a way to create an organizational hierarchy.



	<p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to provide an organizational hierarchy through the use of user roles. User profiles will be assigned to at least one role within the software system. Each role will determine the access to any screen or field using role-based security. Users will be able to be assigned to multiple roles as needed.</p>
1.38	<p>The solution shall provide a way to update the organizational hierarchy.</p>
	<p>Bidder Response: Compliance Tracker will meet this requirement. The core of the software system is designed to allow for the editing and updating of the user roles within the software system. Users with the appropriate permissions will have the ability to update user roles as needed, assigning or removing roles from staff records.</p>
1.39	<p>The solution shall provide a way to limit what users have access based on the organizational hierarchy.</p>
	<p>Bidder Response: Compliance Tracker will meet this requirement. The core of the software system utilizes role-based security to regulate access to specific data and screens. Compliance Tracker can provide any level of granularity in system security. Either your agency or GL Solutions can configure a User Group for each staff role, and set up unique and flexible security for each. You decide which groups can create, view, edit, and/or delete everything, including each screen, field, case type, calendar view, business rule, document, report, and much more.</p> <p>Compliance Tracker provides security at all levels within the system. Compliance Tracker incorporates leading-edge technology that ensures the security and privacy of your data. With your new Compliance Tracker system, user authentication options include LDAP, SQL Server Database, and ADS. You can choose the authentication method that best suits your network environment. We will help you to ensure precise access control with intuitive tools that make it easy to control who can view, add, modify, and delete data. You will be able to add users and maintain user-level permissions as well as create groups and maintain group-level permissions. You can also define different permissions for every screen and field and decide which permissions override others.</p>
1.40	<p>The solution shall provide a way to merge departments and divisions.</p>
	<p>Bidder Response: Compliance Tracker does not meet this requirement. User roles cannot be merged, and will require configuration updates of security fields to facilitate the combining of roles to allow the new role to access all data that each role would access.</p>
1.41	<p>The solution shall provide a way to update, add, and delete divisions and departments within the organization.</p>
	<p>Bidder Response: Compliance Tracker meets this requirement. The core of the software system allows for a role to be updated, added, or deleted by users with the appropriate permissions, usually restricted to administration roles.</p>
1.42	<p>The solution shall have the ability to be modified by adding or removing fields, updating codes, modifying the location of the field on the screen, restricting who can edit/view/update individual fields.</p>
	<p>Bidder Response: Compliance Tracker meets this requirement. The core of the software system allows users with the appropriate training and permissions to make updates to the application, including adding or removing fields, updating business rule code, modifying the location of a field on a screen, restricting what roles can edit/view/update individual fields, create new screens, create new associations, and more through the Configuration Utility. The Configuration Utility provides access to updating many aspects of the software system. GL</p>



	<p>Solutions highly recommends that only users with the appropriate developer and configuration training attempt to make modifications to the software system, and we offer this training at additional cost which has been included in the optional section of the Cost Proposal.</p> <p>For more information on our Configuration Utility, see Supporting Document 2.</p>
1.43	<p>The solution should be able to operate in all common browsers such as Internet Explorer, Chrome, and Firefox.</p> <p>Bidder Response: Compliance Tracker meets this requirement. The core of the software system is designed to operate in all common web browsers, such as Chrome, IE/Edge, Firefox, and Safari. While Compliance Tracker will operate within all listed browsers and more, GL Solutions recommends Google Chrome for the best performance.</p>
1.44	<p>The solution shall provide a method of recording reserves.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to allow the recording of reserves. We will configure a screen that can be attached to a claim or record that will allow for reserves to be recorded.</p>
1.45	<p>The solution shall provide a method of relating reserves to a particular claim.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to allow reserves to be associated to a particular claim. Associations will be created between a reserve and a claim to determine which reserve a claim applies to. The association will allow users to open the reserve directly from the claim screen, or vice versa.</p>
1.46	<p>The solution shall allow reserve lines to be created. These lines shall include, but not be limited to, expense, indemnity, 1st party damages, bodily injury, property damage, medical, etc.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to allow for the creation of reserve lines. Reserve lines will contain a drop down menu to indicate the type of reserve it is.</p>
1.47	<p>Each line of reserves shall relate to transaction types that can be used to record payments made.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to relate reserves to transaction types in order to record payments made. Payment objects will be created that can be applied to a reserve for the purpose of tracking payments made to the reserve.</p>
1.48	<p>The solution shall track all changes to reserves including the amount changed, who made the change, the date of the change.</p> <p>Bidder Response: Compliance Tracker meets this requirement. The core of the software system is designed to track all changes made to any screen through an audit log. The audit log will display the date of any change, the user who initiated the change, as well as the previous and updated values.</p>
1.49	<p>The solution shall show a current reserve balance, the amount paid, any amount collected, and then an incurred balance.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to display the current reserve balance, the amount paid, the amount collected, and any incurred balance as a result of the payments.</p>
1.50	<p>The solution shall provide a method of tracking the history of the reserves and have the ability to do "as of" reports showing what the reserves were at a particular point in time.</p>

	Bidder Response: GL Solutions will meet this requirement. We will specify and configure a report within Compliance Tracker that will track the history of reserves. The report will contain date ranges comparing dates of entered reserve data to produce "as of" reports displaying the results of reserves at a particular point in time. Executing the report without entering the dates will result in the display of the current reserve results.
1.51	The solution shall allow for the customization of reserve limits.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to allow for the customization of reserve limits. Reserve limits will be able to be updated by users with the appropriate permissions.
1.52	The solution shall provide a method of configuration access via groups.
	Bidder Response: Compliance Tracker meets this requirement. The core of the software system utilizes role-based security to determine access to specific screens, fields, commands, and outputs within the software system. Each user within Compliance Tracker is assigned to one or more groups, which determine access to various elements of the application. When configuring each screen and field, security is set within each individual element in accordance to specific roles. Roles can be granted read access, edit access, delete access, or no access to any particular data element.
1.53	The solution shall provide a method of creating, deactivating, and/or deleting unique users.
	Bidder Response: Compliance Tracker meets this requirement. The core of the software system provides users with the appropriate permission the ability to create, deactivate or delete unique users. Administrative users will be able to use the configuration utility to manage user account access and status.
1.54	The solution shall provide a method of reporting on users privileges.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to allow for the reporting on users privileges. We will work with Nebraska State Subject Matter Experts to determine the required data points to track for user privileges to be produced in a report.
1.55	The solution shall have a time out period where users are logged out after a specified length of time inactive.
	Bidder Response: Compliance Tracker meets this requirement. The core of the software system is designed to time out a session after a period of inactivity. Compliance Tracker will log out users after 4 hours of inactivity. Public websites will log out users after 20 minutes of inactivity.
1.56	The solution shall provide a method of restricting access based on a role or group.
	Bidder Response: Compliance Tracker meets this requirement. The core of the software system utilizes role-based security to limit access to data, screens, commands, and outputs. Per our response to 1.39, all screens, fields, commands, and outputs can have security independently configured to a specific role.
1.57	The solution shall be capable of logging unsuccessful logon attempts and automatically disabling unique user identifiers or system accounts based on a determined number of unsuccessful attempts.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to automatically disable a unique user identifier or system account based on a determined number of unsuccessful login attempts. Compliance Tracker is capable of disabling logins after failing a pre-defined number of subsequent login attempts. We will work



	with the State to determine the number of unsuccessful login attempts during the design and configuration of the software system.
1.58	<p>The solution shall support data storage using encryption algorithms that meet or exceed the strength of 128-bit advanced encryption standard.</p> <p>Bidder Response: Compliance Tracker meets this requirement. The core of the software system encrypts data both in transit and at rest. The cryptographic module used is FIPS 140-2 certified and uses a symmetric cipher key strength of at least 256 bits</p>
1.59	<p>The solution should be capable of supporting password strings of at least 15 characters during password authentication.</p> <p>Bidder Response: Compliance Tracker meets this requirement. The core of the software system imposes no limit to the number of characters a password can be.</p>
1.60	<p>The solution shall be capable of expiring passwords and requiring unique user identifiers to change their password after a preset period of time.</p> <p>Bidder Response: Compliance Tracker meets this requirement. The core of the software system is designed to expire passwords on a regular basis, requiring users to create a new password after a predefined period of time. Passwords will be reset every 90 days, contain at least 8 characters, and contain at least a lower case character, an upper case character, a number, a special character, and may not be identical to a previous password.</p>
1.61	<p>The solution shall be capable of encrypting data in transit to protect it from unauthorized disclosure.</p> <p>Bidder Response: Compliance Tracker meets this requirement. The core of the software system encrypts all data in transit to protect it from unauthorized disclosure. Both the Compliance Tracker application and any public-facing websites that access your data use Hypertext Transfer Protocol Secure (HTTPS) ensuring that all data sent between a user and your organization is encrypted and secure, while Compliance Tracker maintains encrypted data in the database itself (e.g. encrypted Social Security Numbers). Compliance Tracker utilizes public key encryption technology to ensure data security. Access to the internal network is available only through a secure VPN connection. Communication protocols require a minimum 128 bit Secure Socket Layer (SSL).</p>
1.62	<p>The solution shall be capable of terminating communications when sessions are completed.</p> <p>Bidder Response: Compliance Tracker meets this requirement. The core of the software system is designed to only allow communication with the database during an authenticated active session. Once a session is completed, no further communications with the application will be possible until the user is authenticated.</p>
1.63	<p>The solution shall provide the ability for an administrative user and/or end-user to change passwords.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to allow administrative users and end users with the appropriate permissions the ability to change passwords. User with the appropriate permissions will have the ability to assign a temporary password to a user. Upon logging back into the software system with the temporary password, the user will be prompted to enter a new password.</p>
1.64	<p>The solution shall provide electronic alerts to any user who password is about to expire.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to provide an electronic alert to any user whose password is about to expire. We will configure an email alert that will contact the user through the active email address within their record once a password expiration date is within a specific number of days.</p>

1.65	<p>The solution should provide the ability for an administrative user to add, change, or inactivate user logon accounts.</p>
	<p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to allow administrative users to add, change, or inactivate user logon accounts. Administrative users will have the ability to add and update staff records as needed, as well as inactivate accounts.</p>
1.66	<p>The solution shall provide the ability for an administrative user to change a user's name.</p>
	<p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to allow administrative users to change a user's name. Administrative users will have the ability to update the first or last name associated with a staff record, as well as the login name associated with the record.</p>
1.67	<p>The solution shall provide the ability for an administrative user to manage business process-specific roles.</p>
	<p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to allow administrative users to update the roles for a specific business process.</p>
1.68	<p>The solution shall provide the ability for an administrative user to manage role-based access control.</p>
	<p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to allow administrative users to manage role-based access control through the Control Panel. The Control Panel will allow administrative users to update the user roles assigned to any screen, field, command or output to provide or restrict access.</p>
1.69	<p>The solution shall provide the ability for an administrative user to manage the manual role assignment to a user.</p>
	<p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to allow administrative users to manage the manual role assignment to a user. Administrative users will have the ability to assign or remove roles to any user within the software system.</p>
1.70	<p>The solution shall provide the ability for an administrative user to manage access to the system and individual claims based on selections within the organizational hierarchy.</p>
	<p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to provide the ability for administrative users to manage access to the system based on selections within the organizational hierarchy. Administrative users with the appropriate training will have the ability to update the security access that allows each role to access specific claim types and other data points within the software system. Administrative users will be able to set or remove staff roles from staff records that will determine the access to the software system.</p>
1.71	<p>The solution shall provide the ability for an administrative user to define roles within the application.</p>
	<p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to allow administrative users the ability to define roles within the application. Users with the appropriate permissions, such as administrative users, will have the ability to make configuration updates to the application through the Configuration Utility. Administrative users will be able to utilize the control panel to create or assign roles to staff records as needed.</p>
	<p>For more information on the Configuration Utility, see Supporting Document 2.</p>

1.72	<p>The solution shall provide the ability for an administrative user to assign users to one or multiple roles.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to allow administrative users to assign one or multiple roles to a staff record. Compliance Tracker allows staff records to be assigned to one or multiple roles, increasing the amount of access an individual user has to data within the software system beyond a single role.</p>
1.73	<p>The solution shall provide the ability for an administrative user to restrict access to specific transaction(s) using the user roles and authentication process.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to allow administrative users the ability to restrict access to specific transaction types using user roles and authentication process. Role-based security will be utilized to restrict or provide access to specific transaction types in accordance with the permissions provided to each specific role.</p>
1.74	<p>The solution shall provide the ability for an administrative user to manage access controls through a group profile.</p> <p>Bidder Response: Compliance Tracker meets this requirement. The core of the software system is designed to manage access controls through the use of role-based security. Users will be assigned to a role or group, which will determine what screens, fields, commands and outputs the user has access to. Administrative users will have the ability to update the specific access each role has, as well as the users who are assigned to specific roles.</p>
1.75	<p>The solution shall provide the ability for an administrative user to manage user privileges through a group profile.</p> <p>Bidder Response: Compliance Tracker meets this requirement. Per our response to 1.74, the core of the software system manages all user access to elements within the software system with user roles/groups. Administrative users will have the ability to update access to the software system per user role.</p>
1.76	<p>The solution shall provide the ability for an administrative user to manage group security profile.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to allow administrative users the ability to manage group security profiles. Administrative users will have the ability to add or remove users from a specific role/group as needed.</p>
1.77	<p>The solution shall provide a method to have an audit trail of all activity in the solution. The audit trail shall include adds, changes, or deletes and which users performed them.</p> <p>Bidder Response: Compliance Tracker meets this requirement. The core of the software system contains a built-in audit history for every screen within the system. Compliance Tracker tracks all information and supporting records related to an entity (such as individuals, businesses, buildings, items, exams, and transactions) and organizes the information into a customizable Navigation Tree. It also tracks the associations between entities. For example, accountants and accounting firms are tracked as separate entities, but Compliance Tracker also allows you to track bi-directionally which accountants work at which accounting firms. It will also track the history of these relationships and will enable you to see every firm that an accountant has worked with and/or all accountants who have ever worked for a specific firm.</p>

	Compliance Tracker will enable your agency to track every notification, task, correspondence, meeting, complaint, and any other information and supporting records related to an entity with ease. Compliance Tracker saves the final version (as well as any modifications) of each correspondence with its related record for future use, referencing, or reprinting. Compliance Tracker maintains historical information in perpetuity, so any type of correspondence can be easily retrieved, tracked, audited, and/or re-sent at any time.
1.78	The solution shall provide the ability to generate/print the audit trail of all solution transactions based on User ID/personnel information.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to produce a report on the audit trail of transactions associated with a User ID. The report will produce the activity of a user from a specific date range using the audit history logs.
1.79	The solution shall provide the ability to log date, time, and user ID associated with file maintenance transactions.
	Bidder Response: Compliance Tracker meets this requirement. The core of the software system is designed to record an audit log of all activity that occurs within the application. Any and every update is recorded within the audit history, which will provide the date, time and the user ID of the user who performs an update, as well as the previous and new values of the changes made.
1.80	The solution shall have a 'wild card' search function, enabling users to search on partial information.
	Bidder Response: Compliance Tracker meets this requirement. The core of the software system is designed to allow a "wild card" search function within any search in the application. Users can input a * at the beginning or end of a search field as a wild card for the search.
1.81	The solution shall allow for the identification of multiple types of claims.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to allow for the identification of multiple types of claims. Claims will contain a drop down menu that indicates the type of claim it is. Claim types will be used for identifying the type of claim, as well as the business rules associated with the claim.
1.82	Please describe the solution's ability to tag mail merge documents with electronic signatures and/or the overall ability to maintain and use electron signatures within the solution.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to allow the incorporation of electronic signatures into mail merge documents.
1.83	Please describe the solution's ability for Optical Character Recognition (OCR) functionality for the purpose of mapping specified data from scanned documents to data fields.
	Bidder Response: Compliance Tracker comes equipped with Optical Character Recognition functionality that is capable of scanning incoming documents, recognize specific text and input this text into the software system. Compliance Tracker OCR technology can detect specific document types, automatically identifying the uploaded document within Compliance Tracker and marking it as the appropriate document type. In addition, the OCR technology can identify specific records that the document is associated to.
1.84	Solution shall provide for the ability for secure email functionality from the solution.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to provide secure email functionality. Compliance Tracker is equipped to

	<p>send emails in a secure fashion directly from the application. Emails can be generated automatically utilizing business rules and pre-defined templates, or the application can be configured to allow users to create ad-hoc emails directly from a record.</p>
1.85	<p>The solution shall allow for the generation of letters that can be reviewed and edited before being sent.</p>
	<p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to generate letters that can be reviewed and edited before sending. Correspondences are outputs generated by the software system that can dynamically populate utilizing data from the application. Correspondences are generated and displayed using Microsoft Word, allowing users to make updates and edits as needed, before being printed or sent. Correspondences will be saved with the updates directly to the record they are generated from.</p>
	<p>For more information on our reporting tools and services, see Supporting Document 1.</p>
1.86	<p>The solution shall provide for a mechanism for users to send documents to the solution for attachment into specific claims.</p>
	<p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to utilize OCR technology to automatically associate documents uploaded into the solution with a specific record. Documents that are uploaded into the software system but not immediately associated to a record will be delivered into a Document queue. ORC technology will determine the document type and the associated record for documents that use a standardized and recognized format. Users will need to verify the accuracy of the imported document at the Pending Documents screen. From this screen, users will be able to review individual documents, or process them in a batch. The data scanned from the OCR will be viewable within the fields it will be saved in, allowing users to edit or correct any data.</p>
1.87	<p>The solution shall provide for the creation of letter templates that are able to merge claim data. Templates must be able to be created or uploaded to the solution without having to access a legacy site.</p>
	<p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure letter templates within Compliance Tracker that will automatically populate with data from the application. These templates will be designed without requiring access to the legacy system. During the design of the relevant business processes, a Business Analyst will meet with Subject Matter Experts to gather and organize the requirements of the process, including output requirements. If no samples of the letters are available, the Business Analyst will work with the SME's to determine the format and content of the letters, as well as determine which data should be dynamically pulled from the application.</p>
1.88	<p>Please describe the solutions ability to warn for the possibly of duplicate claim information.</p>
	<p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to validate against claim information inputted into the software system. We will configure business rules to utilize criteria of claim information to produce warnings when duplicate claim information is being entered into the application. We will work with Nebraska State staff to determine data that can be used to validate against existing claim information to identify when duplicate claim information is being inputted.</p>
<p>ATTACHMENTS/DOCUMENTS/FILES</p>	

2.1	<p>The solution shall provide the ability for a user to attach documents/files, manage related documents/files and export documents/files. Documents shall include Word, PDF, Excel, JPEG, PNG, MP4, emails, other digital documents and video/audio files, etc.</p> <p>Bidder Response: Compliance Tracker meets this requirement. The core of the software system allows for any document type to be uploaded into the software system. Compliance Tracker's built-in document management allows any digital file to be uploaded to a record. Any type of document, audio, video or image file can be uploaded. The file format does not matter. Once uploaded, the files will always be available from the exact location from which they were uploaded. For example, if photos of an on-site inspection are uploaded to an inspection record in Compliance Tracker, they will always be available to staff who access that record. The upload feature of Compliance Tracker allows the simple and safe storage of all digital files.</p>
2.2	<p>The solution shall provide the ability for administrators to restrict access to documents from either a single user or group of users.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to allow administrators to restrict access to documents from a single user or a group of users. We will configure business rules that will allow administrative users to restrict access from viewing documents, either on an individual user basis or a group basis.</p>
2.3	<p>The solution shall provide the ability to print selected attached documents.</p> <p>Bidder Response: Compliance Tracker does not meet this requirement. While reports can be configured to print pre-defined attached within or alongside the report, Compliance Tracker does not allow users to select which attached documents will be printed with the report. Attached documents can be opened individual and printed manually.</p>
2.4	<p>The solution shall provide the ability to email from the solution, selected attached documents.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to provide for the emailing of attachments from the software system. We will configure email templates for specified document types that will facilitate emailing the documents to an email address that is on that record.</p>
2.5	<p>The solution shall provide the ability to sort and filter attached documents by, but not limited to, name, date attached, and document type.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure a query to view attached documents which will allow for the sorting and filtering of the documents. The query fields will contain at a minimum the record, the date attached, and the type of document. The query will allow users to click on specific elements such as the name of the record to navigate directly to the record.</p>
2.6	<p>The solution should retain the sort order after viewing an attached document and shall only revert to default when the users exit the attachment screen.</p> <p>Bidder Response: GL Solutions will meet this requirement. The on-screen query will retain the sort order after viewing an attached document. When viewing an attached document from within the on-screen query, a new tab will open to display the document location. The tab containing the on-screen query will retail all sorting and filtering settings applied until it is closed and re-run.</p>
2.7	<p>The solution shall provide a restricted or other similar setting that can be applied to documents to restrict who is allowed to view the document.</p>



	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to restrict access to documents. We will configure business rules that can be enabled to restrict view access to the documents within a record.
2.8	The solution should provide a method to purge documents when a retention date is reached. This retention date is based on the type of claim and date the claim or event closed.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to purge documents when a retention date is reached. Business rules will be configured for each claim type that will calculate the date from creation to purge the documents upon the retention date being reached.
2.9	The solution should allow for the retention date to be changed by user with specific administrative rights.
	Bidder Response: Compliance Tracker will meet this requirement. The core of the software system allows users with the appropriate permissions to update the retention date on a document. Retention dates will be set with a date field, and only users with the appropriate permissions will have the ability to update this date.
2.10	The solution should provide a method printing selected attachments related to a claim or policy without opening the attachment.
	Bidder Response: Compliance Tracker does not meet this requirement. Compliance Tracker does not contain the functionality to allow users to select individual or multiple attachments without opening the attachments.
2.11	The solution should provide a way to sort and bookmark or mark attachments as reviewed.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure documents and attachments within Compliance Tracker with a status that will indicate whether or not it has been reviewed. Users with the appropriate permissions will have the ability to update the status for Pending to Reviewed.
2.12	The solution should provide a method of bulk importing multiple documents at a time and associating them with the appropriate claim or record.
	Bidder Response: GL Solutions will meet this requirement. We will specify Compliance Tracker OCR capabilities to allow bulk imported documents to be associated with the relevant claim or record. Compliance Tracker document management capabilities allow users to upload documents either individually, or in bulk by dragging and dropping directly into the application. Documents that are imported in bulk are sent to the Pending Document queue, where users will be able to view all pending documents and make updates, as well as verify they are to be processed to the appropriate records. Documents will then be processed by selecting the appropriate document, verifying the data and the associated claim or record, and confirming. Once confirmed, the documents will leave the pending queue and be associated to the appropriate claim or record.
2.13	Describe the solutions limitation on attachment size.
	Bidder Response: Compliance Tracker can handle documents of any type or size. Compliance Tracker imposes no limitations on the attachment size to be uploaded into the solution.
SECTION 111 OF THE MEDICARE, MEDICAID AND SCHIP EXTENSION ACT OF 2007 (MMSEA)	
3.1	The solution shall provide a method of validating the imported data.

	<p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to validate imported data. Compliance Tracker contains various methods of validating imported data. For situations where data is imported from a third party through the use of a data-import interface, the interface will contain logic to identify and validate incoming data, provided GL Solutions is provided with the appropriate API documentation from the third party. Compliance Tracker is capable of interfacing with any third party that has an API.</p>
3.2	<p>The solution shall provide a method of creating the MMSEA Monthly Query File in the method prescribed by CMS and exporting it to be converted using CMS' translator.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to compile a MMSEA Monthly Query File to be exported to the CMS in the prescribed format and method. GL Solutions will work with Nebraska State staff to determine the method and format of the export to be used.</p>
3.3	<p>The solution shall provide a method of creating the MMSEA Quarterly Claim File and TIN file in the method prescribed by CMS and provide a method for exporting them.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to compile a MMSEA Quarterly Claim File and TIN to be exported to the CMS in the prescribed format and method. GL Solutions will work with Nebraska State staff to determine the method and format of the export to be used.</p>
3.4	<p>The solution shall allow for the recording of all necessary information to comply with MMSEA.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to record all necessary information to comply with MMSEA. During the requirements gathering phase of the project, Business Analysts will interview Subject Matter Experts to determine the necessary information to be recorded, and when it will be recorded, within the application.</p>
3.5	<p>The solution shall provide a method of importing all CMS response files and applying these responses to the appropriate records.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure data import interfaces to import CMS response files and apply those responses to the appropriate records. Compliance Tracker is capable of interfacing with any third party application that has an API.</p>
3.6	<p>The solution shall provide a method of notifying the adjustors and administrators of claims and claimants whose incomplete or inaccurate data prevents them from being submitted to CMS (Centers for Medicare and Medicaid Services).</p> <p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to notify adjustors and administrators of claims and claimants whose incomplete or inaccurate data prevents them from being submitted to CMS. We will configure a report that will produce a list of all claims and claimants whose incomplete or inaccurate data prevented them from being submitted to CMS.</p>
3.7	<p>The solution shall provide a method of notifying the adjustors and administrators of which claimants have had a response from CMS (Centers for Medicare and Medicaid Services) imported into the system.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to notify adjustors and administrators of which claimants have had a response from CMS imported into the system. A report will be configured that will display all claimants that have had a response from CMS imported.</p>

3.8	<p>The solution shall provide a method or creating reports to view, verify, and quality check all MMSEA data that has been entered into the system.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to produce reports to view, verify and quality check all MMSEA data that has been entered into the system. GL Solutions will coordinate with Nebraska State Subject Matter Experts to determine the appropriate methods for verifying the quality and accuracy of MMSEA data to be used in the creation of reports.</p>
3.9	<p>The solution shall keep a history of all MMSEA reports created by the system.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to retain MMSEA reports created by the application in a centralized location.</p>
3.10	<p>The solution shall provide a way to track all information and perform all reporting required to comply with MMSEA.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to track all information and perform necessary reporting to comply with MMSEA. We will work with Nebraska State staff to identify all necessary data and reporting to be tracked to comply with MMSEA standards and requirements during the design and configuration of the business process.</p>
3.11	<p>Describe the solution's ability to upload and download data to and from CMS automatically.</p> <p>Bidder Response: GL Solutions regularly creates custom interfaces, which allow for all manner of data exchange between our clients and third parties. Compliance Tracker will interface with any system that has an API. We build interfaces to support online credit card payments, criminal record checks, information updates, exam scheduling/scoring/administration, and much more. Custom interfaces can provide nearly real-time or delayed transactions (whichever you choose).</p> <p>GL Solutions uses various methods of integration to create customized third-party interfaces:</p> <ul style="list-style-type: none"> • Compliance Tracker integrates with other applications and exchanges transactional data using XML, other .Net Web Services (SOAP calls), and DTS packages as long as a documented API is available. • Business requirements that merely call a third-party application but do not exchange transactional data can be instantiated by configuring simple business rules using the Configuration utility. • For one-way integration in which data flows from a third-party application to Compliance Tracker and latency is not an issue, GL Solutions will work with the third-party application vendor to export data to a text file or database format on a regular schedule. Compliance Tracker will monitor the folder destination of the export or the database table for changes. When a change is detected, Compliance Tracker activates a custom application written by GL Solutions, which takes the third-party information, requests the corresponding Compliance Tracker XML file from the business tier, and modifies the file based on the imported information. The modified XML file is then resubmitted to the business tier where business rules are applied and submitted to the data tier to update the RDBMS. • For one-way integration where data flows from Compliance Tracker to a third-party application and latency is an issue, GL Solutions builds custom export programs. The export

	programs store data from the data warehouse in a format specified by the third-party application. The third-party application must provide either an API to activate the upload of the information or a self-contained mechanism for uploading the file.
REPORTING	
4.1	Contractor shall provide a Service Organization Control 1 Report with an independent American Institute of Certified Public Accountants (AICPA) Service auditor's reporting including tests performed and results thereof (SSAE 16 SOC1 Report). The report shall be provided to the State no later than September 1 of each year. Bidder Response: GL Solutions will meet this requirement. We will provide a SSAE 16 SOC1 Report no later than September 1st of each year.
4.2	Yearly, Contractor shall provide a stewardship report in conjunction with an annual stewardship meeting to discuss overall performance. There shall be no additional charges or fees associated with Contractor's attendance at the annual stewardship meeting. Bidder Response: GL Solutions will meet this requirement. We will provide a stewardship report in conjunction with an annual stewardship meeting to discuss overall performance. This report format and its contents will be discussed and formalized with the State during the requirements gathering phase of the implementation.
4.3	The solution should allow the scheduling of reports to be automatically run at set days and times as determined by administrative users. Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to automatically run reports on a scheduled basis. We will configure scheduled jobs to occur on a predefined basis, such as nightly, weekly, monthly, or on set days. These scheduled jobs will generate and send reports to administrative users, and will be capable of being run independently by administrative users.
4.4	The solution should control access to standard reports based on the solutions security access rules. Bidder Response: Compliance Tracker meets this requirement. The core of the software system utilizes role-based security for access to reports. Only users with the appropriate permissions will have the ability to generate and access reports.
4.5	The solution should control the creation of end-user reports based on solution security access rules. Bidder Response: Compliance Tracker meets this requirement. The core of the software system utilizes role-based security for access to reports. Only users with the appropriate permissions will have the ability to generate and access reports.
4.6	The solution should provide the ability to produce cost modeling analysis and statistical reports. Bidder Response: GL Solutions will meet this requirement. We will specify and configure Power BI reports to produce cost modeling analysis and statistical reports. We will work with Nebraska State Subject Matter Experts
4.7	The solution should provide the ability to create custom end-user "ad-hoc" reports utilizing any/all data fields stored in the solution. Bidder Response: Compliance Tracker meets this requirement. The core of the software system contains a powerful ad-hoc reporting tool, GLS Report. GLS Report allows users with the appropriate permissions to create ad-hoc reports against any data element within the software system, including any field or screen. Users with the appropriate permissions will navigate through a user-friendly set of screens to determine what data fields to include in the

	<p>report, as well as how they are sorted. Reports generated in GLS Report will be output on screen, with the ability to sort the results by any field. Links within the report will directly open to the relevant record. Reports can also be exported to either Excel or PDF.</p> <p>For more information on our reporting tools, see Supporting Document 1.</p>
4.8	<p>The solution should provide the capability to create an audit report from the solution history logs containing information regarding what information was last opened or edited within the solution.</p>
	<p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to produce a report from the history logs containing information regarding hat information was edited within the solution.</p>
4.9	<p>The solution should produce reports that can be saved to multiple formats (e.g. PDF, Excel, etc.).</p>
	<p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to produce reports in multiple formats. Compliance Tracker can be configured to generate on-screen query reports that can be exported to both Excel and PDF. In addition, our ad-hoc reporting tool, GLS Report, will also produce any ad-hoc reports on screen, and can also be exported to PDF or Excel. Reports can also be designed and configured that will be generated straight to PDF.</p> <p>For more information on our reporting tools and services, see Supporting Document 1.</p>
4.10	<p>The solution should provide the capability to schedule specific reporting jobs.</p>
	<p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to generate specific reports on a scheduled basis. We will configure scheduled jobs using business rules to automatically generate reports on a nightly, weekly, monthly, or annual basis.</p>
4.11	<p>The solution should be capable of producing graphical summaries (pie charts, line graphs) for statistical reports.</p>
	<p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to produce graphical summaries for statistical reports using Microsoft Power BI. Compliance Tracker contains Power BI integration for the production of interactive and visually compelling reports and dashboards. Power BI reports can produce visual reporting such as pie charts, line graphs, geographical maps, and more.</p> <p>For more information on our reporting tools and services, see Supporting Document 1.</p>
4.12	<p>The solution should provide standard date range filters for all reports (daily, weekly, monthly, yearly, from/to range).</p>
	<p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure all desired reports to provide date range filters for all reports. Typical date range input parameters will include a from/to range of dates, however reports can also be configured to produce daily, weekly, monthly, or annual results.</p> <p>For more information on our reporting tools and services, see Supporting Document 1.</p>



4.13	<p>The solution should provide the ability to create dashboards with metrics of interests to the Risk Management Staff.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to produce a Power BI dashboard with metrics of interest to Risk Management Staff. We will coordinate with Risk Management Subject Matter Experts during the design and configuration of the software system to determine what metrics would be of interest to include in a Power BI dashboard.</p> <p>For more information on our reporting tools and services, see Supporting Document 1.</p>
4.14	<p>The solution should provide for report group notifications and electronic mailing to specific users.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to provide group notification and electronic emailing to specific users. Compliance Tracker contains the ability to send emails to specific users, either using pre-defined email templates, or we can configure a method for sending ad-hoc emails to a specified user.</p>
4.15	<p>The solution should provide the user control over layout decisions such as field arrangement, column width, label text, font size, line spacing etc.</p> <p>Bidder Response: Compliance Tracker does not meet this requirement. While the core of the software system is highly configurable, aspects of the software system such as field arrangement, column width, label text, font size, line spacing, etc. are controlled on a per-role basis. Users within the same role will have an identical screen layout that can only be configured as a whole, and not per user. Users with the appropriate permissions and training will have the ability to update the overall layout.</p>
4.16	<p>The solution should provide the ability for data on reports to be grouped or sorted by any data element.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure on-screen queries within Compliance Tracker to allow data to be sorted by any element. On-screen queries provide reporting functionality that can be manipulated, such as filtering, sorting, or searching results. On-screen queries can also be exported to Excel (which can be further manipulated and sorted) or PDF (which will be protected from any manipulation).</p> <p>For more information on our reporting tools, see Supporting Document 1.</p>
4.17	<p>The solution should allow for statistical analysis and comparison of data over time periods between demographic groups, etc.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to provide reports to allow for statistical analysis and comparison of data over time periods between demographic groups.</p> <p>For more information on our reporting tools and services, see Supporting Document 1.</p>
4.18	<p>The solution shall provide the ability to select a specific record from the list to drill down to successively greater levels of detail.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Microsoft Power BI reports that will allow for the drilling down of a specific record for greater levels of detail. Power BI reports allow interactivity with the data presented. Users can sort and filter the results, as well as click on any of the individual records to gain a greater level of detail into the record.</p>



	For more information on our reporting tools, see Supporting Document 1.
DIARY/TASKERS	
5.1	The solution shall have a diary or task calendar type function to remind users of tasks that must be completed.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to provide user dashboards to remind users of tasks that must be completed. Compliance Tracker provides dashboard functionality that will alert staff of deadlines and assigned tasks. Each staff member can have a dashboard that appears on his or her screen upon log in. Dashboards can be assigned to a user, position type, and/or group. Tasks can be color-coded to inform users instantly of their status (e.g. currently due, past due, no due date). Moreover, records, individuals, tasks, and cases listed in the dashboard are hyperlinked directly to an associated record. During the design process, GL Solutions will consult with your team to determine all of the dashboard functionality your agency requires.
5.2	The diary/task calendar function should have a method of creating diaries/tasks based on administrative users defined business rules.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to provide a method of creating tasks based on administrative users defined business rules. When a task is created, we will configure business rules that can automatically associate the task to a specific user or a user from a specific user group in accordance with their defined role.
5.3	The solution should have a method of auto creating diaries based on a records success or failure in the creation of the MMSEA Query or quarterly claims file export and CMS response file imports.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to automatically create and assign new tasks in accordance to the success or failure in the creation of the MMSEA query or quarterly claims file export and CMS response file imports.
5.4	The solution should have a method of notifying supervisors if their staff do not complete diary items within a specified number of days.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure administrator dashboards to display assigned tasks that are incomplete after a specified number of days. These tasks will display in the supervisor view, providing the type of task, the due date of the task, as well as the user the task is assigned to. The dashboard will provide click-through functionality to navigate directly to the record the task is assigned to.
5.5	The solution should have a method of marking a diary item as complete.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker dashboards to only display assigned tasks with a status of Incomplete. Each task will contain a status with the options of Incomplete and Complete. Additional statuses such as Waived can also be included. The dashboard functionality will be configured to only display assigned tasks with a specific status such as Incomplete. Upon the completion of the task, and the status being updated to Complete, the task will no longer appear within the user's dashboard.
5.6	The solution should have a method of bulk reassigning diaries.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to contain a method of bulk reassigning tasks. We will configure a command that will allow for the bulk reassignment of tasks from one user to another.

5.7	The solution should have a method to reassign a single diary.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to allow users with the appropriate permissions the ability to reassign a single task to another user. Each task will contain a drop down menu of users who a task can be assigned to. Updating the task assignment will require a user to select a different user from within the drop down menu and save the screen.
5.8	The diary entry should provide a link to the claim file or the record it references.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure the dashboard to allow for each individual task entry to link directly to the claim file or record it references. Users will be able to click on the task within the dashboard to navigate directly to the record and claim file.
5.9	The solution should allow for filtering/sorting diaries based on, but not limited to, due date, completion status, related claim, etc.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to allow for the filtering and sorting of tasks based on the due date, completion status, related claims, etc. The dashboards will default to sorting by due date, but users will have the ability to sort tasks by each displayed field. Users will also have the capability to filter the results by keywords, including wild cards.
5.10	The solution should provide a method for managers to review their subordinate's diaries.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to provide managers the ability to view their subordinate's dashboard views. The dashboards will allow supervisor staff to generate the dashboard view directly from the staff record of the individual.
5.11	The solution should provide a method of bulk deleting diaries for a particular user or group of users.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure commands within Compliance Tracker to allow for the bulk deleting of task assignments for a particular user or group of users. This can be facilitated by either providing a command that will reassign a bulk of tasks, un-assign a bulk of tasks, or set a bulk of assigned tasks to Complete.
5.12	The solution should provide a method of bulk deleting diaries for a particular day or range of tasks.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure a command within Compliance Tracker that will allow for the bulk deleting of task assignments for a particular day or range of tasks.
5.13	The solution should provide a method of emailing diaries.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to provide email notification of a new task assignment.
POLICIES	
6.1	The solution should determine based on funds expended and/or organizational division and/or claim type and event date, which insurance policy is in force for a given claim.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to assist in determining the insurance policy that is in force for a given claim. We will configure business rules that will assist in the determination of the active insurance policy utilizing the funds expended, organizational division, and claim type and event

	date. The business rules will attempt to make the determination, with the expectation that the end-user will review and confirm the insurance policy is the correctly active policy for the claim.
6.2	The solution shall allow for layers of coverage and shall have a method of relating layers of coverage to each other.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to allow for layers of coverage and relate layers of coverage to each other. We will configure screens to track each layer of coverage. Where necessary, associations between each layer of coverage will be created to ensure a visible relationship between the coverage.
6.3	The solution shall have the ability to track the following, but not limited to: a. Policy name; b. Issue date; c. Policy number; d. Review date; f. Policy status; g. Renewal date; h. Premium; i. Company name, address, phone number; j. Effective date; k. Claims payment; l. Expiration date; m. Primary policy; n. Cancel date; o. Claims made coverage; p. Recoveries; q. Broker name and contact information.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to record and track the data points listed above, as well as additional data points discussed during the initial requirements gathering meetings for each business process. Compliance Tracker facilitates the tracking of every data element within the software system.
6.4	The solution shall provide a method for showing how many claims and how much funds were applied to a particular policy.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to show how many claims and how much funds are applied to a particular policy. We will configure a report that will be run directly from a claim that will detail the number of claims, as well as details regarding the claims, and the funds applied to a policy.
6.5	The solution should provide the ability to store digital files related to the policy. This includes, but not limited to, the ability to save the text of emails, digital documents, digital photos, and video/audio files.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to allow the storage of digital files related to a policy. Users will be able to add a document or attachment directly associated to a policy, including digital documents, digital photos, audio and video files.
6.6	The solution shall provide a way to search the policies based on, but not limited to, policy name, policy number, policy status, effective date, expiration date.
	Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to allow for policies to be searched by policy name, policy number, policy status, effective date, and expiration date.
6.7	The solution should provide a method of restricting which users can view policies.



	<p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to restrict which users can view policies using role-based security. Users assigned to the appropriate roles will have the ability to view policies, where users who are not associated to these roles will have no visibility of these policies within the software system.</p>
6.8	<p>The solution should provide the ability to clone existing policies and then modify them for ease of policy setup.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to contain policy templates to allow for the quick setup and easy modification of policies. Policy templates will contain common policy settings and requirements in accordance with specific policy types. When creating a policy, the user will use a template that can then be modified to fit the needs of the specific policy.</p>
6.9	<p>The solution should identify and alert Risk Management to approaching expiry of policies with reports, dashboards or automated email notifications.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to identify and alert Risk Management to approaching expiration of policies with reports and automated email notifications. A report will be created that will display a list of policies with approaching expiration dates. In addition, we will configure email alerts that will automatically trigger within a specified date range of the policy expiration date for the purpose of notifying Risk Management staff.</p>
IMPLEMENTATION	
7.1	<p>Contractor shall manage the overall implementation process, including scheduling and leading meetings, communicating with the team, follow up documentation, and maintaining the project schedule through the Go-Live date (July 1, 2019).</p> <p>Bidder Response: GL Solutions will meet this requirement. Our standard practices are to manage the implementation process, including scheduling and leading meetings, communicating with the team, providing follow up documentation, and maintaining the project schedule through the Go-Live date. GL Solutions implementation process has us take charge of the implementation. Below is a high level overview of our implementation process.</p> <p style="text-align: center;">Implementation Process Overview</p> <p><u>On-Site Presence</u></p> <p>We would typically plan to have a Business Analyst on-site for one week within the first month of the project to begin a stage we call "Solutions Analysis" wherein we gather requirements and begin to describe the solutions required. We would follow this time with phone calls and online meetings to answer follow-up questions and to review design specifications.</p> <p>The next time we propose on-site presence is upon completion of our development and internal testing, when the Business Analyst trains your users and begins User Acceptance Testing. This is typically 3-5 business days of training sessions, training your super-users, and often sitting with some end-users, teaching them to both use the software and teaching them to follow the steps necessary to confirm they can use the software as expected, to meet their business processes.</p>

Finally, the Agency Partner is usually on-site for 2-3 days around system go-live, to ensure users are getting into the new system and getting comfortable using it to handle their daily software functions.

The above proposed on-site timelines are flexible and will be detailed during your project in the project planning documents noted below, depending on your needs.

Project Implementation Process

GL Solutions will use our industry-specific project Implementation Process which will facilitate the successful implementation of your Compliance Tracker system:

- Appropriate allocation and organization of resources to meet timelines for deliverables
- Appropriate and timely identification of project changes and risks
- Open communication
- Appropriate training plans and curriculum development
- Clear definition of roles and responsibilities for all personnel assigned to the project
- Iterative processes for development, testing, acceptance, and deployment
- Robust testing procedures
- A stable IT production environment

Having successfully managed implementations for many years, we understand that every project is unique. While we are confident that the Project Implementation Process outlined below is the best approach for achieving a successful system implementation, our project implementation approach is flexible enough to accommodate your needs.

GL Solutions' Project Implementation Process entails the following high-level steps.

Project Initiation

GL Solutions' Agency Partner works with your Project Manager to document and formally agree to the project approach, scope, and schedule. To this end, we produce the following documents (as required) and submit them to you for review and approval:

Management Plan

The Management Plan documents how GL Solutions and your agency will work together. It will be used as the working foundation for our partnership. The Management Plan completely describes the software project methodology that will be used to implement your software system. It defines the roles and responsibilities for both you and for us, sets clear expectations for all work to be done on both sides of our partnership, and provides a functional framework for the relationship moving forward. It includes an outline for how the project will be analyzed, designed, configured, integrated, tested, accepted, and deployed. The document includes:



- Project Milestones
- Crucial supporting implementation activities
- Overview of our project management methodology
- Project management roles and responsibilities (for both GL Solutions and your agency)
- Specification methodology and expectations
- Technical requirements
- Deployment responsibilities
- High-level testing activities and expectations (details will be documented in the project-specific UAT Plan)
- Acceptance milestones (along with expectations for work to be done)

The document will include the following sections:

- Communication Management
 - Defines the timing, media and recipients of all types of communication related to the project. This section will set expectations for how all communication will take place between GL Solutions and your agency for the upcoming contract year. An Agency Partner will work with you to determine the best method(s) for gathering requirements, keeping you updated on project/task progress, where to go with questions, etc.
- Risk Management
 - Defines the procedures used to manage risks during the project. This section will outline steps that GL Solutions and/or your agency can take in order to understand and mitigate known risks within the installation project.
- Change Management
 - Defines the process for managing project and scope changes. This section will provide a process for documenting, submitting and reviewing, approval or rejection of, impact and tracking of change requests. It will limit impact to the project plan, budget and schedule.

Goals and Scope Document

The Goals and Scope document presents the project overview and objectives, deliverables, limits, and exclusions associated with your project(s). There will be one Goals and Scope document for each plan year period.

Implementation Overview

The GL Solutions team (Agency Partner, Business Analyst and various other technical resources for design, development and testing) will collaborate with your project team in order to smoothly complete a successful project implementation.

Projects, at a high-level, will be driven by your Agency Partner. They are responsible for scheduling and conducting the initial system interview with you, capturing project



requirements, communicating the status of the project(s) through regular status meetings and leading the project implementation.

An assigned Business Analyst will be responsible for the project details: gathering the specific requirements for the project(s), creating required tasks, and providing necessary training.

A GL Solutions representative will travel onsite to assist your agency during the User Acceptance Testing (UAT) process. UAT is typically completed in a week, although our flexibility allows us to accommodate your agency's schedule if additional support is requested. The Training Overview (Attached Supporting Document) provides additional detail about onsite training and support activities.

Implementation Methodology

Goals of our Implementation methodology:

- Each element of the Project is defined, documented and implemented per GL Solutions' best-practices
- All outputs developed conform to the expected requirements
- Communication between parties is timely, productive and consistent
- Your agency's needs are addressed in an organized fashion
- Scope and delivery stay on target, if adjustments are required they are clearly communicated

Successful Implementation

GL Solutions provides the necessary services and software to successfully implement a system with all of your described functionality. This section describes the typical scope of work and the major tasks and activities typically required for a successful implementation. (The tasks and activities within this section are not necessarily listed in the order in which they would be completed.)

- Project Planning and Administration
- Validation of Requirements
- Gap/Fit Analysis
- Implementation Design
- System Configuration and Installation
- Data Conversion
- System Testing
- User Acceptance Testing
- Training
- Documentation
- Disaster Recovery
- Transition to Production
- Post Implementation Review
- Ongoing Technical Support

Typical Implementation Steps

Project Initiation: The initiation of the project is intended to identify how the implementation of the software will proceed. This phase of the implementation ensures all parties are in agreement to the methodology and all other areas of the software implementation.

1. *Business Process Design:*
 - a. Step 1 – Requirements Gathering (process narratives and workflow diagrams)
 - b. Step 2 – Design (detailed specification)
 - c. Step 3 – Design Review
 - d. Step 4 - Design Approval
 - e. Step 4 – Report, Query and Correspondence Design
2. *Customized Functionality:* Specification and development of GUIs, websites and third-party interfaces.
3. *Development:* Automated business rules, reports, queries, correspondence, interfaces and websites.
4. *Gap Development (if gaps exist):* Addresses gaps agreed to during status meetings.
5. *Data Conversion:* Conversion plan, detailed specification, coding, running, testing and iterating until all required data exists in the new system.
6. *Testing:* Unit testing after each development milestone, end-to-end system testing upon overall development completion and User Acceptance Testing (UAT) prior to system go-live.
7. *Final System Acceptance:* Upon completion of the project, as determined by the scope of work, the Agency Partner obtains final project acceptance from your project management and/or executive staff.
8. *Go-Live (Deployment):* The Project is then released for use in a formal “system Go-Live.” As part of the release, the agency and GL Solutions Project Managers will determine the steps to deploy the system into the designated environments.
9. *Project Evaluation:* At major milestones and upon final acceptance of the system, GL Solutions and the agency project management staff members assess the project, discussing successes and ways to improve future efforts.
10. *Warranty/Stabilization:* After Go-Live, an audit is executed to assess whether the project is meeting intended requirements and objectives as defined in the Goals and Scope Document. The audit is conducted during the customer warranty period.

Supporting Activities

The following activities will support the successful implementation of the project:



	<ul style="list-style-type: none"> • Appropriate allocation and organization of resources to meet timelines for project deliverables • Documented and followed Acceptance, Change Management and Risk Management processes • Continuous communication regarding responsibilities, progress, risks and changes • Creation of Process Guides to aide with training during design and after completion of the project • Clear definition of roles and responsibilities for all personnel assigned to the project • Robust software testing and acceptance procedures • A stable IT Production Environment <p>Iterative processes for project solution development, testing, acceptance and deployment</p>
7.2	<p>At a minimum, the following system configurations must be complete on the Go-Live date (July 1, 2019):</p> <ol style="list-style-type: none"> a. Configure up to 8 default dashboards using standard dashboard widgets of the solution. b. Insert State of Nebraska’s organization pyramid. c. Configure twenty (20) policy form layouts for each fiscal year dating back to 2010 through present. d. Configure State of Nebraska Certificate of Insurance template. e. All existing claims, associated notes and attachments must be uploaded into solution and reviewed for accuracy. f. Claims administration workflow must be fully functional, including the ability to open and manage new and existing claims. g. All required specification of this RFP must be functional by the Go-Live date. <p>Bidder Response: GL Solutions will meet this requirement. We will complete the design and configuration noted above and within the RFP and deliver it in a functional state prior to the Go-Live date.</p>
7.3	<p>Contractor shall receive all run in information and upload such data into the solution from Risk Management’s current claims management system (RiskConsole), workers’ compensation data from Risx-Facs and state insurance claim data from Origami.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will receive and upload all run-in information and data from the legacy databases and migrate this data into the software solution during the data migration and conversion process.</p>
7.4	<p>Contractor shall ensure the accuracy and completeness of the run-in data.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will perform data conversion testing on all converted data within the software system. For a comprehensive look at our data conversion methodology, see Supporting Document 3.</p>
7.5	<p>The solution shall be tested prior to the Go-Live data to ensure it is operational and functional. Testing shall be done within two (2) weeks of the Go-Live date to allow sufficient time for problem resolution, changes, and refinements. Testing shall include, at a minimum, system functionality, workflow, load testing, interfaces and import/export capabilities, and internal and external security.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will perform system testing on all business processes and functions within the software system prior to the UAT period,</p>



	<p>which will be prior to the Go-Live date. System testing is a regular process performed by GL Solutions on all business processes designed and configured within the application. System testing is typically performed once a business process has been fully configured. All issues identified will be resolved prior to being delivered during the UAT period. In addition, GL Solutions will perform load testing and testing of the import/export capabilities. GL Solutions will also perform a security assessment to ensure internal and external security functions are met.</p>
7.6	<p>Contractor shall provide onsite training of internal users prior to the system implementation.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will provide onsite training to internal users prior to the system implementation. Our standard practices are to provide training at the beginning of the UAT period of the implementation process.</p> <p>For a more detailed description of our training services, see Supporting Document 4.</p>
7.7	<p>Provide a complete implementation plan and schedule that includes consideration for a phased approach, review of system and data, data mapping and conversion, development and testing, training and final implementation for a Go-Live date of July 1, 2019.</p> <p>Bidder Response: GL Solutions has provided within Supporting Document 6 our project implementation plan and schedule.</p>
7.8	<p>Contractor shall assist Risk Management with creating necessary workflows in the solution for the Tort/Miscellaneous/Contract Claims Processes.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will coordinate and work with Risk Management Subject Matter Experts to design functional business processes (workflow) for the Tort/Miscellaneous/Contract Claims Processes. During the Requirements Gathering process, our Business Analysts will conduct interviews to gather all the details of the workflows to construct business processes that meets all requirements for the gathering and tracking of data to fulfill the processes.</p>
7.9	<p>Describe additional support that will be provided to Risk Management after implementation.</p> <p>Bidder Response: Your agency will have access to a GL Solutions technical representative 24 hours a day, 7 days a week to resolve critical issues. Our Emergency Support Team can be reached at any time via a toll-free telephone number. Our team of experts is experienced in providing support and will respond immediately to your call. GL Solutions does not outsource its customer support—all GL Solutions support is provided by full-time, in-house GL Solutions staff.</p> <p>For ongoing support, you will be able to rely on our Agency Partners (AP), who will be available via both telephone and email. The sole concern of the Agency Partner is to provide your staff with timely interaction. The GL Solutions AP will be at hand to take action on and resolve issues as they arise, monitors issues, coordinates regular service release installations, and tracks client calendars to help them prepare for renewals and other critical processes. APs are dedicated to fulfilling your agency’s goals and objectives and to ensuring that your mission statement is sustained and fulfilled.</p>



7.10	<p>Is there additional training available for system administrator(s) / users after implementation?</p> <p>Bidder Response: GL Solutions offers a wealth of additional training for users who wish to self-serve the application. In addition to an administrator manual provided upon the completion of the implementation, GL Solutions offers developer training, which covers a variety of topics. Training topics include but are not limited to configuration management, business rule development, correspondence and reports training, SQL training, SQL Server Reporting Services training, and more. Training can be requested at additional cost, which has been included in the optional pricing section of the Cost Proposal.</p>
7.11	<p>Contractor must perform data migration and conversion on all historical data and financial elements from Risk Management's claims management system, RiskConsole, and the TPAs claims systems into the solution.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will perform data migration and conversion on all historical data and financial elements within the legacy software systems to function within the Compliance Tracker software system. At a high level, GL Solutions collects a copy of your data early in the implementation, studies it, and iterates with you to determine the structure required to support your business processes, and to convert that data into Compliance Tracker. GL Solutions will test the conversion and will then ask you to test to confirm your data exists where you expect it. Once conversion defects are resolved, we will be ready to use the same conversion scripts with the State's final data set. Please see below for detail on the conversion process.</p> <p>Well-executed data conversion is essential for project success. We have examined, optimized, and successfully utilized our data conversion strategies in implementations for over 20 years and can replace any legacy system and migrate any volume of legacy data. We strive to provide accuracy while minimizing the resources required of your team. To do so, we employ deep analysis, intelligent planning, strong collaboration, clear design, logical automation, careful manual manipulation, and meticulous testing.</p> <p>For more information on our data conversion methodology, see Supporting Document 3.</p>
7.12	<p>Contractor must restructure old data into new formats, as required by Risk Management, without losing data integrity.</p> <p>Bidder Response: GL Solutions will meet this requirement. During the migration and conversion of the legacy data, GL Solutions will restructure old data into new formats without losing data integrity.</p>
7.13	<p>Contractor must transfer historical claims associated financial data, claimant information, attachments, adjuster notes, as required by Risk Management, from the existing claim systems into the new solution.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will transfer historical claims associated financial data, claimant information, attachments, adjuster notes, and all additional data into the software system through the data migration and conversion process.</p> <p>For more information on our data conversion methodology, see Supporting Document 3.</p>
7.14	<p>There may be attachments in Risk Management's current claims system that it does not want in the new solution. Please describe your ability to sort through claim attachments and only upload those attachments that are desired by Risk Management. Please also describe any limitations and/or additional requirement that would be necessary to fulfill such request.</p>

	<p>Bidder Response: GL Solutions will meet this requirement. We will coordinate with Nebraska State staff to identify criteria that can be used to determine what attachments to import into the new solution, and which attachments to omit. It will depend on the ability of the DAS Subject Matter Experts to provide criteria that can filter the desired attachments from the undesired attachments to successfully meet this requirement.</p> <p>For more information on our data conversion methodology, see Supporting Document 3.</p>
PAYMENTS	
8.1	<p>The solution shall have the ability to download payment and reserve data in an Excel compatible format.</p>
	<p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to produce payment and reserve data that can be exported in Excel format. An on-screen query will be produced that will provide payment and reserve data from within a selected date range. The on-screen query will allow for the data to be exported in Microsoft Excel format.</p>
8.2	<p>The solution shall provide for the ability to upload batch payments into the system via an Excel data file.</p>
	<p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure a data-exchange interface that will allow for the receipt of batch payment data into the software system. During the design and configuration of the data-exchange interface, we will work with Nebraska State Subject Matter Experts to determine the format of the data import, as well as the frequency.</p>
8.3	<p>The solution shall track all users, date and time that any payment information is changed.</p>
	<p>Bidder Response: Compliance Tracker meets this requirement. The core of the software system contains an audit history that will display the name of the user, the date and time of any changes to payment information.</p>
8.4	<p>The solution shall be able to classify payments into various categories, such as loss, legal, 1st party, bodily injury, etc.</p>
	<p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to classify payment types into various categories in accordance with their purpose. Payment types will be named in accordance to the type of payment it is, such as loss, legal, 1st party, bodily injury, etc.</p>
8.5	<p>The solution does not need the ability to issue payments. The solution is only required all to maintain and received all imputed payment information.</p>
	<p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure payment objects within Compliance Tracker to track payment information entered into the software system.</p>
LOSS CONTROL	
9.1	<p>The solution should have a mechanism to document unsafe conditions with specific fields.</p>
	<p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to allow the documentation of unsafe conditions with specific fields. We will configure a screen that can be used to record unsafe conditions, providing specific fields to document information when needed.</p>
9.2	<p>The solution should have the ability to attach documents to unsafe conditions.</p>

	<p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to allow documents to be attached to unsafe conditions. Document attachments will be able to be created within the unsafe working conditions screen, allowing users to upload any number of documents to the unsafe working conditions screen as necessary.</p>
9.3	<p>The solution should have the ability to enter recommendation and to track follow-up on recommendations and record status.</p>
	<p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to provide the ability to enter recommendations and the ability to track follow-up on recommendations and record status. We will configure screens that will record any recommendation information. Upon the creation of a recommendation, a task will be created that can be assigned to specific staff to facilitate the tracking of the follow-up on the recommendation.</p>
9.4	<p>Describe the solutions ability to read a PDF document for appropriate information/data to be automatically uploaded into the solution.</p>
	<p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to utilize OCR to read PDF documents for appropriate information/data to be automatically uploaded into the solution. Compliance Tracker OCR capabilities will allow users to upload documents to the software system and recognize data to be recorded to individual records.</p>
SECURITY	
10.1	<p>Describe in detail, and provide policies as applicable, the technical and administrative security controls regarding access to personally identifiable information.</p>
	<p>Bidder Response: Compliance Tracker provides security at all levels within the system. Using the Control Panel, agency administrators can regulate who can and cannot access data and make changes to your system, and they can define different access levels for different groups (roles) within your agency and for individual staff members. Your administrators can set the rights for different groups to view, create, and/or delete records and to view and modify specific fields.</p> <p>Every screen and field in the system can be configured to one of the following security permission types:</p> <ul style="list-style-type: none"> • Hidden—Screen or field is not displayed in the application—the user cannot view or edit this data. • Read-only—Screen or field is displayed in the application, but the user cannot edit the data. • Read-Write—Screen or field is displayed in the application; and the user can enter, edit, and/or delete the data. <p>Groups can be configured to represent organizational sections or specific responsibilities in your agency. Common user groups include licensing managers, licensing employees, cash processors, cash manager, claims staff, etc. You can assign a particular employee to one or more group, and s/he will be granted permissions for all the groups to which s/he belongs.</p>

	<p>GL Suite system security is extremely granular such that security can be set differently for every component on a User Interface screen. Administrators at your agency can set different security to access or change each license type that they manage—you can assign rights permitting different people to configure different components of the system. GL Suite allows you to set permissions on reports, correspondence, queries, batch functions, business rules, and literally every other functionality of the system. For example, permissions can be set to restrict users from altering a registration’s status if registration requirements have not been fulfilled. Exceptions can be handled in such a way that such rules apply only to specific users or roles but not managers.</p> <p>For a look at our information protection policy, see Supporting Document 8.</p>
10.2	<p>Describe the security controls or environment where claimant data will be stored.</p> <p>Bidder Response: The Compliance Tracker application Hypertext Transfer Protocol Secure (HTTPS) ensuring that all data sent between a user and your organization is encrypted and secure, while Compliance Tracker maintains encrypted data in the database itself (e.g. encrypted Social Security Numbers). Compliance Tracker utilizes public key encryption technology to ensure data security. Access to the internal network is available only through a secure VPN connection. Communication protocols require a minimum 128 bit Secure Socket Layer (SSL).</p>
10.3	<p>Specify the mechanisms in place to ensure the confidentiality of the data. How will that data be stored? What type and strength of data encryption will be utilized?</p> <p>Bidder Response: Compliance Tracker database security is ensured by a single point of access through the data tier, which enforces end-to-end security protocols. Native database security-use of the internal security of the database connection-is also used.</p> <p>The database is highly normalized, so the association table enforces data integrity. The design of our schema requires function association between keys that also enforces data integrity. Compliance Tracker’s database structure is static—neither our clients nor GL Solutions modify tables of the core database. In addition, data integrity is ensured in run-time; if the date entered is invalid, the system will prompt the user with an alert and prevent the data from entering the database. This is important because it allows for consistent and accurate data mining/reporting.</p>
10.4	<p>Describe the method or mechanism used to ensure the secure transfer of data.</p> <p>Bidder Response: Both the Compliance Tracker application and any public-facing websites that access your data use Hypertext Transfer Protocol Secure (HTTPS) ensuring that all data sent between a user and your organization is encrypted and secure, while Compliance Tracker maintains encrypted data in the database itself (e.g. encrypted Social Security Numbers). Compliance Tracker utilizes public key encryption technology to ensure data security. Access to the internal network is available only through a secure VPN connection. Communication protocols require a minimum 128 bit Secure Socket Layer (SSL).</p>
OTHER REQUIREMENTS	
11.1	<p>The solution shall be able to display a claim summary that gives an overview of a claim along with easy navigation to key claim components such as notes, diaries, documents, payments, or reserves.</p>



	<p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure an on-screen query to display claim summary information. This summary will provide clickable links that will directly navigate the user to the claim information, including the notes, diaries, documents, payments, or reserves. The query will allow sorting and filtering options, and will be capable of being exported to Excel.</p> <p>For more information on our reporting tools and services, see Supporting Document 1.</p>
11.2	<p>Please describe the solution's ability to drag and drop attachments.</p>
	<p>Bidder Response: Compliance Tracker document management functionalities allow users to drag and drop documents into the application, either one at a time or multiples. Documents and attachments that are dragged into the application will enter a document queue, where users will be able to associate the documents to a record, either individually or in groups.</p>
11.3	<p>The solution should provide for automated business rules that can be created by system administrator(s) for specific business functions.</p>
	<p>Bidder Response: Compliance Tracker meets this requirement. The core of the software system contains a configurable business rules engine that allows users with the appropriate training and permissions to create business rules for various business functions. Business rules can automatically update the status of a claim, populate the date on a screen, generate and send a correspondence, and more. GL Solutions offers developer training for system administrators to self-service the application at additional cost.</p>
11.4	<p>The solution shall be able to drill down into claim specifics from reports.</p>
	<p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to produce reports on claim specifics that will allow users to drill down into the data. Compliance Tracker is integrated with Microsoft Power BI technologies that provide powerful visual and interactive reports. Power BI reports allow users to dynamically alter the results by adjusting the parameters of the report in real time, and will allow users to drill down into specific data points or data for a specific record.</p> <p>For more information on our reporting tools and services, see Supporting Document 1.</p>
11.5	<p>Describe any required hardware and software system requirements needed for the solution to be fully functional.</p>
	<p>Bidder Response: Compliance Tracker is a web-based application. The only hardware required to support the application is a desktop computer using Windows 7 or later. Compliance Tracker is functional on any major web browser, such as Microsoft Edge, Google Chrome, Firefox, or Safari. To fully take advantage of the reporting tools and features, Compliance Tracker requires Microsoft Office and a PDF reader such as Adobe.</p>
11.6	<p>Is there a dedicated client services representative or a team assigned to each client?</p>
	<p>Bidder Response: GL Solutions utilizes our Agency Partner team as our client representative team. Most contact with GL Solutions will occur with a dedicated Agency Partner, who will be assigned to the agency upon contract execution. The dedicated Agency Partner will be the first point of contact for any issues or concerns, and will be responsible for scheduling and conducting regularly occurring status meetings during and after the implementation of the Compliance Tracker software system.</p>
11.7	<p>Is customer support unlimited or handled through purchasing blocks of time?</p>



	<p>Bidder Response: GL Solutions provides Nebraska State staff with unlimited defect correction, online support, and phone support with the proposed support plan. Emergency support is addressed through the use of tasks, which are allotted through the support plan. For more information, see the Sample Contract in Supporting Document 10.</p>
11.8	<p>If a reported problem is a customer/user problem and not an application software problem, please describe how this problem is addressed and must be included in standard fee.</p> <p>Bidder Response: GL Solutions will provide Nebraska state staff with help desk support to address user/customer issues by identifying training/education opportunities and providing basic user functionality training and education as needed. Training and education will be provided remotely, over the phone or through Skype meetings.</p>
11.9	<p>What services are provided under the standard software maintenance contract?</p> <p>Bidder Response: GL Solutions has provided an outline of all services that are provided under the software maintenance contract. See Supporting Document 10, referencing the Enterprise support plan offerings.</p>
11.10	<p>The solution must be available 99.99% of the time. Risk Management must be advised of scheduled maintenance and unavailability of the system at least 3 business days in advance.</p> <p>Bidder Response: Compliance Tracker guarantees a minimum of 99.9% uptime and availability. GL Solutions commits to providing Nebraska State with at least 3 business days of advance notice for schedule maintenance and unavailability of the software system.</p>
11.11	<p>Contractor is required to perform quarterly on-site visits (for the first year of the contract) and bi-annual on-site support visits (for the remaining years on the contract) to support Risk Management staff and provide technical training, assist in developing customer-requested system enhancements, and other technical support as needed. In addition, this periodic training shall ensure that the analysts and oversight personnel are able to use the system's inquiry and reporting capabilities.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will perform quarterly on-site visits for the first year of the contract, and bi-annual on-site visits for the remaining years of the contract, to support Risk Management staff. The visits will facilitate technical training, assist in developing additional system enhancements, as well as support additional technical support as needed. Prior to each on-site visit, a meeting will be conducted to determine the agenda of the meeting to ensure the time is used productively and to its full potential.</p>
11.12	<p>All travel and expense incurred due to training during the term of the contract will be at the Contractor's expense.</p> <p>Bidder Response: GL Solutions does not meet this requirement. We have incorporated the expense for all travel into the ongoing support fees within the cost proposal. As travel and the costs associated with staff spending time off-site is significant, the costs of travel will utilize projects from the Service Level Agreement.</p>
11.13	<p>Contractor shall provide training videos, softcopies of any standard FAQs, help desk materials, and other available end-user reference materials.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will provide training materials, soft copies of all training documentation including standard FAQ's, help desk materials, and other end-user reference materials.</p> <p>In addition, GL Solutions has integrated Process Guides into the application. Compliance Tracker can help staff navigate through a complex business process with ease through the</p>

	<p>use of the Process Guide. This guide is tailored to each business process designed in Compliance Tracker, and provides step by step instructions to complete a process from beginning to end. This eliminates any guesswork and helps maintain track of where your staff are in a process, so each requirement is met.</p> <p>Compliance Tracker’s Process Guide is designed along with the process, so each step is accurate. The step your staff is currently on stays highlighted, making it easy to keep track of where you are. Each step indicates whether it requires manual interaction, or if it will be automated. Underlined steps will automatically navigate your staff to the screen they need with a simple click of the mouse. Clicking Save on a screen to save any changes will automatically go to the next step in the Process Guide. Some actions, such as creating an application on a licensee record, can even automatically be performed by simply clicking on the step.</p>
11.14	<p>Contractor shall provide ongoing ‘on-call’ support to end-users as needed.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will provide ongoing “on-call” support to State end-users as needed. On-call support will provide troubleshooting for application and server issues.</p>
11.15	<p>The solution shall have a mechanism to administer, manage and track subrogation and recovery claims.</p> <p>Bidder Response: GL Solutions will meet this requirement. We will specify and configure Compliance Tracker to support the administration, management and tracking of subrogation and recovery claims. A business process will be configured that will support the administration, management and tracking of subrogation and recovery claims. We will coordinate with Nebraska State Subject Matter Experts to determine the appropriate requirements and tasks to support this requirement.</p>
11.16	<p>The solution shall have the ability to create custom workflows for Risk Management’s various business models, including being able to manage which claims shall appear before the State Claims Board, Legislature, and/or are on appeal.</p> <p>Bidder Response: Compliance Tracker meets this requirement. The core of the software system is a configurable-off-the-shelf software system that was designed to be highly flexible to conform to the needs of any agency. GL Solutions will configure customized business processes within Compliance Tracker to meet the needs of each business model.</p>
11.17	<p>Please describe other modules and functionalities available within the solution that were not discussed in this RFP, but that may be beneficial to the State’s Risk Management Program.</p> <p>Bidder Response: GL Solutions offers a variety of functionality to fulfill the needs of the State of Nebraska. In addition to the functionality offered within, GL Solutions can craft various forms of public websites to assist in the self-service of users to submit documentation State, as well as public verification website functionality. Public website functionality can allow for the submission of documents electronically as opposed to through the mail, as well as allow public users the opportunity to maintain their policy profiles and contact information through a web dashboard.</p>
DOCUMENTATION REQUIREMENTS	
12.1	Copy of most recent SAAE-16



	Bidder Response: GL Solutions has provided a copy of our most recent SSAE-16 report in Supporting Document 7.
12.2	<p>Copy of Quality Control Program.</p> <p>Bidder Response: GL Solutions has provided an overview of our Quality Assurance Testing within Supporting Document 5.</p>
12.3	<p>Copy of Privacy Policy.</p> <p>Bidder Response: We have provided a copy of our Information Protection Policy, which addresses the methods used to protect personally identifiable information, in Supporting Document 8.</p>
12.4	<p>Copy of "Best Practices".</p> <p>Bidder Response: GL Solutions has provided our company best practices for success within Supporting Document 9.</p>
12.5	<p>Copy of Technology Security Standards.</p> <p>Bidder Response: GL Solutions complies with 3 major software security standards. These standards are NIST-800-53, PCI-DSS, and HIPAA. Links to these security standards are as follows:</p> <p>https://nvd.nist.gov/800-53</p> <p>https://www.pcisecuritystandards.org/document_library?document=pci_dss</p> <p>https://www.hhs.gov/hipaa/for-professionals/security/laws-regulations/index.html</p> <p>GL Solutions models our security compliance policies in accordance with these security standards.</p>



Introduction to Supporting Documents

In order to sufficiently detail the capabilities of the products and services offered by GL Solutions, and where details serve to answer multiple questions or requirements, rather than duplicate our in-line responses, we have included additional supporting documents in the form of attachments. These have been referenced throughout our responses to the NE DAS's various stated Requirements above.



Supporting Document 1 – Reporting and Outputs

This supporting document is dedicated to reporting and report examples. Compliance Tracker will meet the all the County's reporting needs.

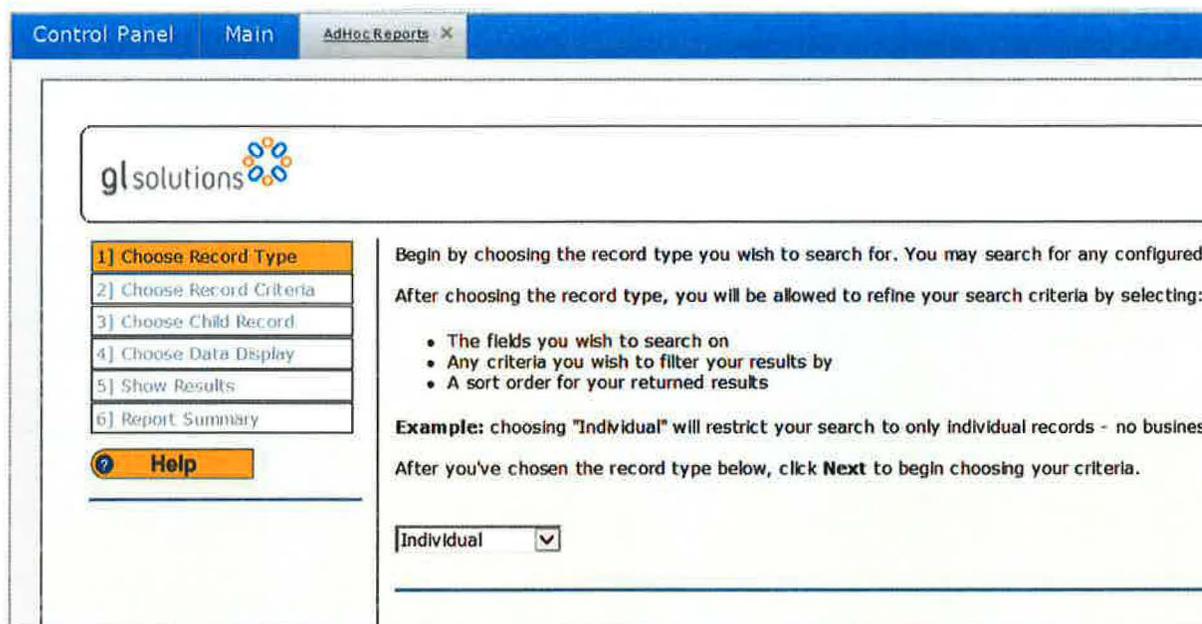
A solid database is needed for storing all the data the County requires, however, one of the most important aspects of a database system is the ability to retrieve the data when it is needed, and in the format required. Compliance Tracker enables agency staff with appropriate permissions to run all needed reports, both ad-hoc and predefined, to report on any data stored in the system.

Compliance Tracker contains multiple reporting capabilities:

- Export to Excel: Specified queries with data to be sorted, reviewed, and calculated
- Export to PDF: Specified reports where data is formatted for clean review, summary, and printing
- Export to Word: Specified correspondence where staff can make additions before sharing
- GLS Report: Ad-hoc reporting tool for querying data as needed, returning data linked to records

Accuracy:

Compliance Tracker provides accurate, real-time reporting. Compliance Tracker is a relational database, optimal for keeping data appropriately linked and synchronized. Compliance Tracker maintains any given piece of information in only one location and only requires additions and updates to be inputted once. Information is always up-to-date and consistent—there is no chance of conflicting instances of the same data fields making reporting incorrect and of little worth. With Compliance Tracker, you can trust your reports to be accurate, reliable, and reflective of the most current system information.



Ad-hoc Reports (GLS Report)

Compliance Tracker’s ad-hoc reporting tool, GLS Report, allows users to create on-the-fly reports in a user-friendly interface. Authorized users can generate reports based on any field or combination of fields they desire. Users can choose precisely the type of data they want to see, and sort and manipulate the returned results. GLS Report respects the system’s role-based security so users only see data appropriate to their roles. Users can export the click-through results of these reports to a variety of formats to share the information with others. “Click-through” means the results are linked, so if a user is logged into Compliance Tracker, they can click the results, and go not only to the entity’s record, but the exact piece of data in the query. If the data is for individuals’ continuing education records stored last year, a user can click on the link and go right to the appropriate data to gather additional details. If an ad-hoc report proves useful it can be saved to be re-run later, then applying the same criteria to gather the most current information.

GLS Report requires no updating or maintenance. Any changes made to the system through the Control Panel are instantly reflected in GLS Report; therefore, ad-hoc reports dynamically display the latest configuration and data in real time.

Predefined Reports & Queries

During implementation, GL Solutions reviews your reporting needs and matches those needs with our experience and expertise to specify and develop reports tailored for you. Agency staff with sufficient knowledge can also design and create custom reports or correspondence from any data maintained in the system using Crystal Reports and/or Microsoft SQL Reporting Services.

Predefined reports and queries dynamically display the latest applicable data.

Predefined Reports:

Reports are useful when generating pre-formatted documents. Our reports are designed to output to Adobe PDF and can be completely self-contained or output to preprinted stock. The PDF format gives users the option to send/email the document or save it to its related record for later review or re-printing.

Queries:

Queries are most useful when a flexible output is required for further analysis. Queries can be exported to Excel and modified as desired. Less complex queries such as counts, small data queries, or single record retrieval can be generated to a screen within Compliance Tracker.

Parameterized Queries and Reports:

Queries and reports can be designed to offer input parameters (e.g. date range, specific contract type, compliance status) that allow users to refine or limit the data retrieved. Parameterized queries and reports (PQs) automatically prompt users to set limits. For example, a PQ prompt might be, "Rejected Emails Query...." When selected, Compliance Tracker prompts the user for a date range. Prompts will match the data type, so for instance, date fields have a calendar date-picker, true/false statements have checkboxes, and contract types have drop-down list-values to choose from. These parameters allow a single defined query or report to meet multiple objectives.

Letterhead Templates

Letterhead templates for your agencies correspondences and reports, simplifying the design of outputs. When designing and developing an output, GL Solutions will create a template for each required letterhead to be used in the required output. Providing a standalone template for each letterhead ensures consistency between output designs, despite how different the output might otherwise be. In addition, having a template for a letterhead allows for ease of updates when changes need to be made to any aspect of the letterhead, such as names, titles, phone numbers, etc.

Secure Access:

Using Compliance Tracker's role-based security options, agency system administrators can restrict rights to reports and queries, controlling who can view, read, and/or edit each report.

Power BI

GL Solutions has recently integrated Microsoft Power BI reporting and analytics services into Compliance Tracker. This powerful and robust analytics tool provides rich visualizations of your data, presenting the results in a variety of formats. Integrated directly into Compliance Tracker, your data can be presented in graphs, bars, and more. Reports allow you to dynamically alter

the results with selections for data points, allowing you to alter the results without having to re-run the report.

Compliance Tracker will give users the tools to retrieve the data they need, and the confidence of knowing the information retrieved is accurate.

Report and Query Samples

The screenshot illustrates the workflow for generating a report. It shows a 'Query' dropdown menu with various options, a 'Required Query Properties' dialog box for configuring parameters like 'Payment Received Date' and 'License Type', and an Excel spreadsheet displaying the resulting data. The spreadsheet has columns for 'Date Invoiced', 'Date Paid', 'Invoice Type', 'Payment Method', and 'Invoice Amount'.

	B	C	D	E	F
1	Date Invoiced	Date Paid	Invoice Type	Payment Method	Invoice Amount
2	01/01/2011	05/06/2011	Application Fee	Check	1250
4	01/01/2011	03/21/2011	Permit Fee	Credit Card	2500
5	06/01/2011	07/06/2011	Late Fee	Check	500
7	05/01/2011	07/06/2011	Renewal Fee	Credit Card	750
8	03/27/2011	06/10/2011	Late Fee	Credit Card	150
9	05/20/2011	05/29/2011	Application Fee	Credit Card	350
10	06/27/2011	06/27/2011	Late Fee	Credit Card	150
11					6050

1. Select
2. Input
3. Generate

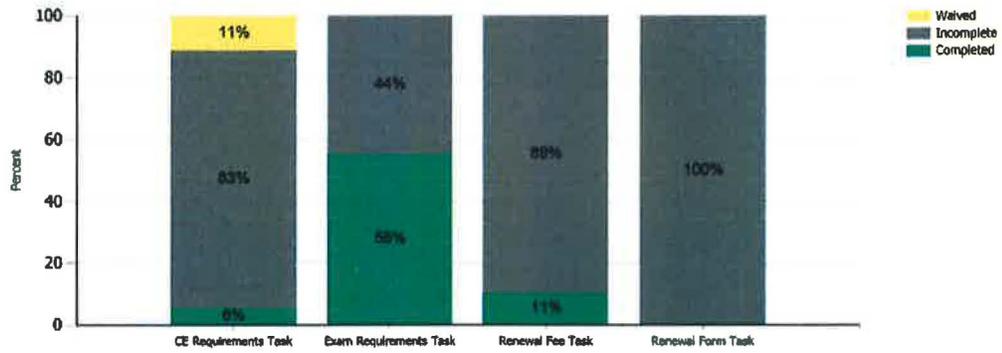
Parameterized Reports & Queries

Certificate Renewal Status

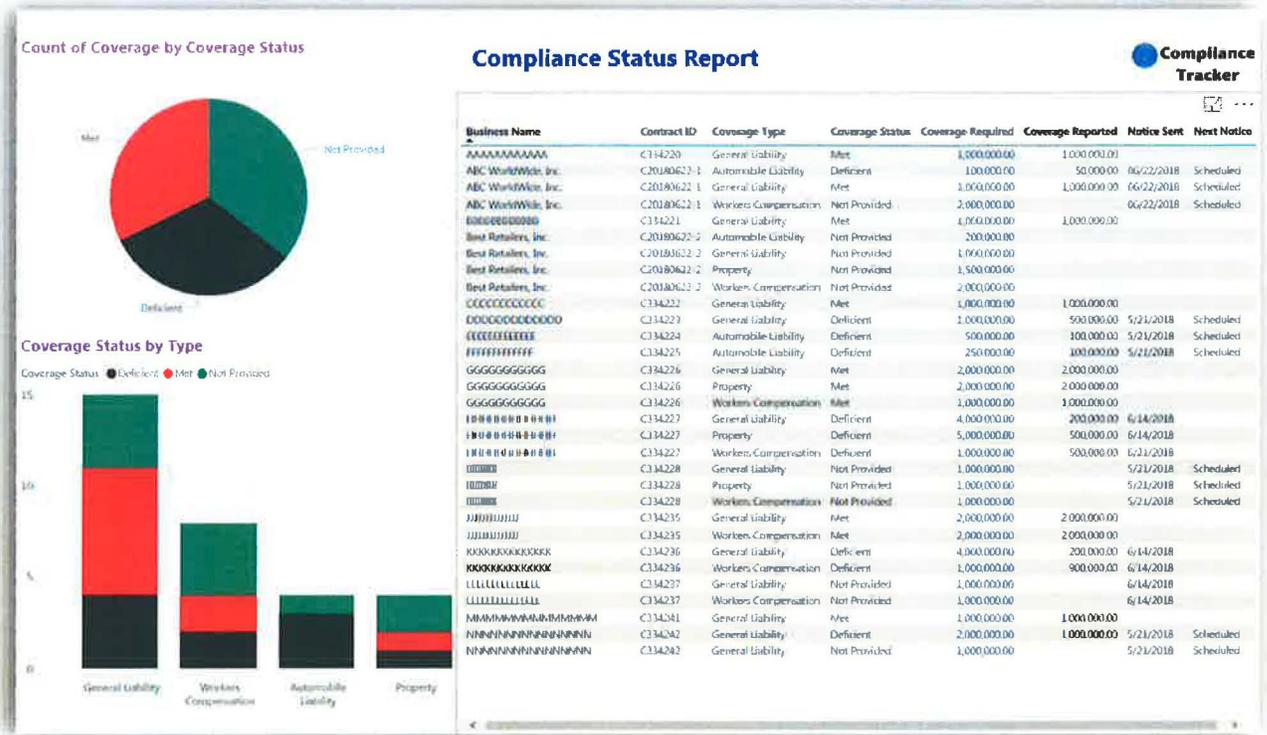
Completed Certificate Renewals



Renewal Tasks



Graph Report



Power BI Report



Link to COI	Business Name	Party Name	Agreement Number	Coverage Type	Form Type	Processed Date	Processed By
Open	CVS #10074-01	CVS Health Corporation	L000003	Property-Extra Expense	ACORD 25 (2014/01)	09/25/2018	_TestmdaStaff1, Test
Open	CVS #10074-01	CVS Health Corporation	L000003	Property-Personal Property	ACORD 25 (2014/01)	09/25/2018	_TestmdaStaff1, Test
Open	Family Dollar #11185	Family Dollar Stores Inc	L000004	Automobile-Liability	ACORD 25 (2016/03)	09/25/2018	_TestmdaStaff1, Test
Open	Family Dollar #11185	Family Dollar Stores Inc	L000004	Umbrella/Excess-Aggregate	ACORD 25 (2016/03)	09/25/2018	_TestmdaStaff1, Test
Open	Family Dollar #11185	Family Dollar Stores Inc	L000004	Umbrella/Excess-Each Occurrence	ACORD 25 (2016/03)	09/25/2018	_TestmdaStaff1, Test
Open	Family Dollar #11185	Family Dollar Stores Inc	L000004	General Liability-Damage to Rented Premises	ACORD 25 (2016/03)	09/25/2018	_TestmdaStaff1, Test
Open	Family Dollar #11185	Family Dollar Stores Inc	L000004	General Liability-Each Occurrence	ACORD 25 (2016/03)	09/25/2018	_TestmdaStaff1, Test
Open	Family Dollar #11185	Family Dollar Stores Inc	L000004	General Liability-Aggregate	ACORD 25 (2016/03)	09/25/2018	_TestmdaStaff1, Test
Open	Family Dollar #11185	Family Dollar Stores Inc	L000004	General Liability-Personal Injury	ACORD 25 (2016/03)	09/25/2018	_TestmdaStaff1, Test
Open	Family Dollar #11185	Family Dollar Stores Inc	L000004	Workers Comp-Disease Policy Limit	ACORD 25 (2016/03)	09/25/2018	_TestmdaStaff1, Test

Page size: 10 | 124 items in 13 pages

Sample Query, COI Processed by Date and Staff

	A	B	C	D	E	F	G	H
1	Revenue Type	Date Invoiced	Date Paid	Invoice Type	Payment Method	Invoice Amount		
2	Department of Education	01/01/2011	05/06/2011	Tuition Fee	Check	1250		
3	Department of Education	01/01/2011	02/17/2011	Materials Fee	Cash	150		
4	Department of Education	01/01/2011	03/21/2011	Tuition Fee	Credit Card	2500		
5	Environmental Health	06/01/2011	07/06/2011	Inspection Fee	Check	500		
6	Environmental Health	04/01/2011	08/23/2011	Application Fee	Cash	250		
7	Environmental Health	05/01/2011	07/06/2011	Renewal Fee	Credit Card	750		
8	State Board of Medicine	03/27/2011	06/10/2011	PA Renewal Fee	Credit Card	150		
9	State Board of Medicine	05/20/2011	05/29/2011	Physician Renewal Fee	Credit Card	350		
10	State Board of Medicine	06/27/2011	06/27/2011	Resident Application Fee	Credit Card	150		
11	Total					6050		
12								
13								
14								
15								

Sample Query, Exported, Revenue Report



Case Status Report

Report Date: 3/1/2012

Investigator	Licensee	Complaint Number	Case Open Date	Overdue Tasks	Current Status	Date of Status	Days In Status	Attorney Name	Consultant	License Status
Administrator				No		12/22/2011	70 days	None	None	
Administrator		#1	08/19/2011	Yes	Complaint Received	08/19/2011	195 days	None	None	
Administrator			08/22/2011	Yes	Under Review	08/22/2011	192 days	None	None	
Administrator			12/21/2011	Yes		12/21/2011	71 days	None	None	
Administrator	Stewart, Jeff, AC	#1	01/11/2012	Yes	Refer to Investigation	01/11/2012	50 days	None	None	
Assistant				No		08/22/2011	192 days	None	None	
Assistant	Davisson, Marcene,	#1	08/22/2011	Yes	Refer to hearing	08/22/2011	192 days	None	None	Active
Assistant			08/22/2011	Yes	Complaint Received	08/22/2011	192 days	None	None	
Assistant			08/22/2011	Yes	Complaint Received	08/22/2011	192 days	None	None	
Assistant	Smith, Bob,	#1	08/22/2011	Yes	Ready for IC	08/22/2011	192 days	None	None	
Assistant	Bridges, Stepford,	#1	08/25/2011	Yes	Refer to hearing	08/25/2011	189 days	None	None	
Assistant	Jordan, Michael, AC	#1	09/22/2011	Yes	Open - In Investigation	09/22/2011	161 days	None	None	
Bennett	Bennett, Brian, AC	#2	05/05/2008	Yes	Refer to hearing	01/24/2012	37 days	None	None	
Bennett			02/08/2012	Yes	Refer to investigation	02/08/2012	22 days	None	None	
Complaints			08/26/2011	Yes	Active Investigation	08/26/2011	188 days	None	None	
Cook				No		08/26/2011	188 days	None	None	
Cook	Smith, Heather,	#1	11/10/2011	Yes		11/10/2011	112 days	None	None	Pending Renewal
Cook	Trip, Ed, DO	#1	11/11/2011	Yes	Refer to investigation	11/11/2011	111 days	None	None	
Director		#1	08/22/2011	Yes	Refer to hearing	09/28/2011	155 days	None	None	
Director	Tester, Test, AC	#1	08/22/2011	Yes	Complaint Received	08/22/2011	192 days	None	None	
Director	Davisson, Marcene,	#3	08/26/2011	Yes	Refer to hearing	08/26/2011	188 days	None	None	Active
Director		#2	08/30/2011	Yes	Refer to hearing	08/30/2011	184 days	None	None	
Director			09/26/2011	Yes	Complaint Received	09/26/2011	157 days	None	None	
Director	Hooper, Janet,	#1	09/28/2011	Yes	Refer to hearing	09/28/2011	155 days	None	None	Active
Director	Thompson, Jim, AC	#1	09/29/2011	Yes	Scheduling hearing	09/29/2011	154 days	None	None	Active
Director	Trisch, Glenn, AC	#1	09/29/2011	Yes	Scheduling hearing	09/29/2011	154 days	None	None	Active
Investigation			02/01/2012	Yes	Open - In Investigation	02/01/2012	29 days	None	None	
Officer				No		08/22/2011	192 days	None	None	

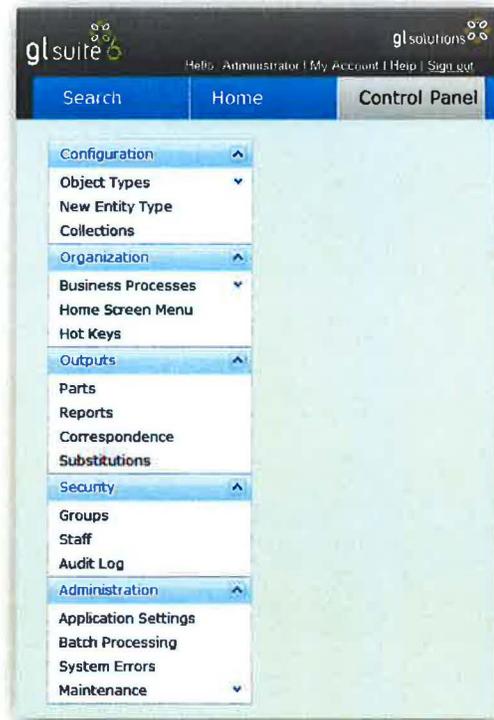
Sample Report, Case Status



Supporting Document 2 – Configuration

One feature that distinguishes Compliance Tracker from other software solutions and one of its greatest strengths is the extent to which it can be configured to any business process without custom coding. Compliance Tracker succeeds where others falter because we configure it to meet your processes rather than pushing you to adapt to a system built on our assumptions about your business.

Compliance Tracker configurations are implemented using an integrated Control Panel, a highly flexible tool that GL Solutions and your staff use for the setup, maintenance, and enhancement of your system. GL Solutions will use the Control Panel to design and implement your agency’s Compliance Tracker system to meet your requirements. We use it to establish entities (e.g. Department, Division, Regulatory Board, Professional Profile, etc.), and we tailor each of these entities with screens, fields, menus, reports, letters, spreadsheets, user security, business rules, online help file link locations, and dropdown list values according to your needs. Your agency’s administrators will also utilize the Control Panel. With it, they will be able to perform most additions or modifications to the User Interface. The degree to which your own administrators make changes to your system is up to you. If you prefer, GL Solutions will happily execute any desired modifications for you.



Control Panel

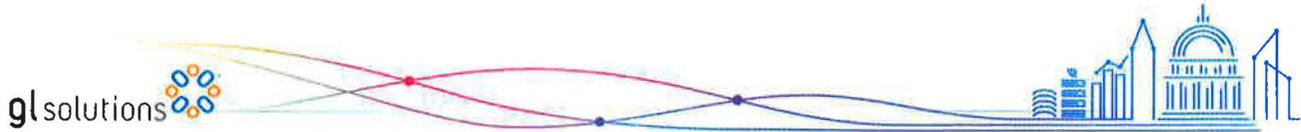
The Control Panel enables instantaneous addition, alteration, and removal of fields, forms, and menus. Authorized users can add, modify, and delete user profiles, passwords, business rules, modify security settings, and more. They can even create an entirely new claim type using the Control Panel. To do so, administrators will not have to start from scratch. Instead, they capture the claim specifications of a similar claim type, then port and update it to create a different claim type. This helps safeguard system stability and performance because each claim type uses the same core design specifications.

With Compliance Tracker’s Control Panel, users with adequate security permissions can easily modify most aspects of the system, including but not limited to:

- Field order and screen layout
- Field label text and format
- Field data types (e.g. text box, dropdown list, or checkbox)
- Available and default field values
- Field attributes (e.g. required, read-only, hidden)
- Keyboard shortcuts and tab order
- Associations between entities
- Custom Graphical User Interfaces (GUIs)
- Menu items and structure



- Search parameters
- Saved searches and queries
- Letter templates
- Reports
- Custom workflows
- Online functionality
- Interfaces with other systems
- Scheduled jobs (e.g. updating claim status and emailing affected claimants)
- System maintenance and data cleanup
- Security for each screen, field, workflow, letter, report, and more
- Users, groups, and permissions



Security

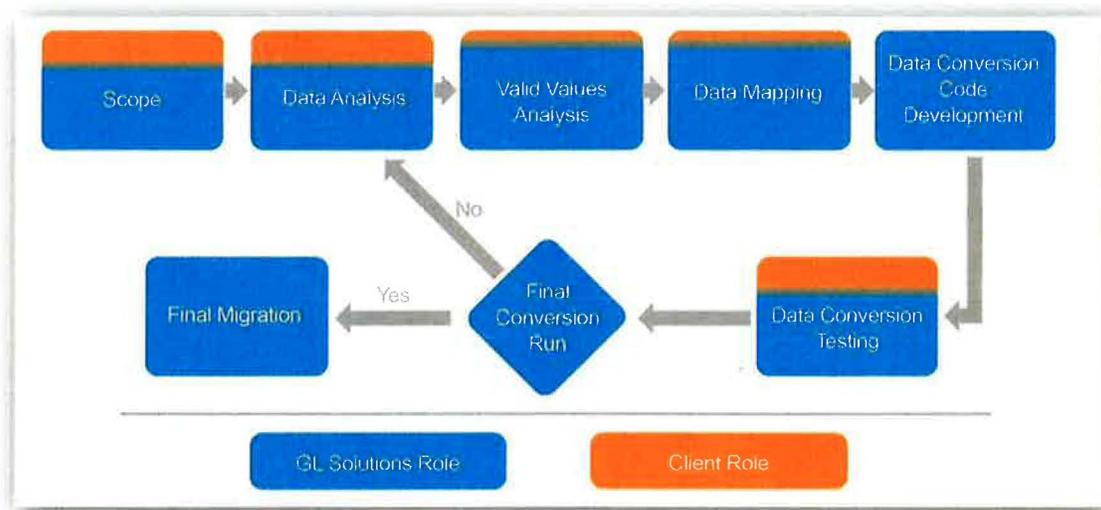
Compliance Tracker's Control Panel is protected with stringent security. Its sophisticated data encryption layer lets you easily define different access levels for each staff member and group while keeping your database well protected. Your agency will have complete control over which users or groups can configure which aspects of the system. Multi-level security establishes secure connections between application, clients, and web servers using Secure Sockets Layer (SSL) certificates. GL Solutions will design and configure your system security, or we can support your administrators with setting it up internally. Once your security is in place, fine-tuning it to meet changing needs is straightforward.

GL Solutions will configure Compliance Tracker specifically to meet your requirements. Your agency will not have to alter procedures to suit our software; our software will be configured and configurable to your needs and processes. Because we tailor Compliance Tracker to fulfill your requirements and because your administrators will be able to make their own modifications, Compliance Tracker will have the functionality you desire and will follow your workflow.

Supporting Document 3 – Data Conversion Methodology

Well-executed data conversion is essential for project success. We have examined, optimized, and successfully utilized our data conversion strategies in implementations for over 20 years and can replace any legacy system and migrate any volume of legacy data. We strive to provide accuracy while minimizing the resources required of your team. To do so, we employ deep analysis, intelligent planning, strong collaboration, clear design, logical automation, careful manual manipulation, and meticulous testing.

Conversion & Migration Events



Key Conversion Events

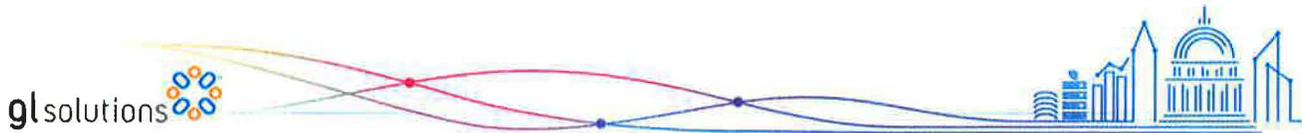
GL Solutions and your team will follow carefully mapped out steps to complete conversion and migration:

1. Identify the scope of data conversion for each business area and the source databases GL Solutions will be converting
2. Client provides legacy data (in native format) and any related documentation
3. Plan approach to data conversion
 - a. Client produces legacy reports that list key data measures and scenarios to validate the conversion (e.g. hash totals, row counts, legacy reports)
 - b. Identify the quantity and nature of data to be converted and plan appropriately
 - i. Define and document data extraction standards and procedures
 - ii. Identify and understand the data to be converted
 - iii. Identify data source for the identified data
 - iv. Develop and document approach (approaches include automatic [scripted procedures], manual [user-entered data], or a combination of both)
4. Load data into source SQL server database
5. Valid value analysis



- a. Identify valid values and redundancies including reference tables and list values that were established in configuration
6. Specification
 - a. GL Solutions develops workflow diagram database schema based on input from client Project Team that identifies all tables and fields in the source system and the tables/fields that are and are not being converted
 - b. Map data from existing system to proposed system (documented in the data conversion crosswalk Excel file)
7. Perform data conversion development
 - a. Design error and logging framework for analysis and generation of exception reports
 - b. Develop data migration programs to extract source data into the new database schema
 - c. Develop and test migration scripts
 - d. Generate exception reports
 - e. Identify exception data to be fixed
8. Perform data conversion testing
 - a. GL Solutions tests conversion results of migrated data
 - b. Client Project Team performs data testing
9. Test phase
 - a. Set up test environment
 - b. Client Project Team provides source data
 - c. Run extraction and loading routines in the test environment
 - d. Run conversion procedures in test environment
 - e. Set up User Acceptance Testing (UAT) environment
 - f. Provide data to a staging area for UAT environment
 - g. Run extraction and loading routines in the UAT environment
 - h. Run conversion procedures in UAT environment
10. Post conversion
 - a. Identify correction modes for nonstandard data (manual and/or automatic)
 - b. Write and test programs to correct corrupted data automatically
11. Perform final migration
 - a. Client Project Team provides a final set of source data
 - b. GL Solutions and the client Team collaborate to provide a listing of data fields for which incremental numbering is specified (e.g. license numbers, invoice numbers, and file numbers) including starting values

The following provides more information about the conversion and migration processes.



Source Data Preparation

The client Project Team provides legacy data in ODCB format if possible. If it is not possible, GL Solutions will work with your technical staff to determine an alternate format. Data should be cleansed to minimize data complications. This enables GL Solutions to provide simpler conversion code with fewer exceptions and errors. The client Team verifies the accuracy of source data prior to packaging.

GL Solutions converts legacy data in accordance with the specification and mapping documents and the exception handling process described below. GL Solutions analyzes source data, including the quantity and nature of data to be converted and converts the data in the state in which it is received. GL Solutions will provide an exception report to assist client Team in resolving errors.

SECURE DATA TRANSFER: To ensure data integrity and security, the client Project Team packages source data as an encrypted, compressed file and places the file on a Secure FTP site (SFTP). GL Solutions stores the data on a secure server inside GL Solutions' firewall. Once converted, data is migrated into the GL Solutions Test environment—access requires login credentials that provide adequate security permissions. GL Solutions only stores the data as long as is necessary to support development of your system.

Data Analysis & Data Conversion Planning

Together, the client team and GL Solutions identify the quantity and nature of data to be converted and plan appropriately. The teams work together to determine what conditions constitute an exception and/or manual processing. They decide whether to convert data automatically or manually on a case-by-case basis. The client produces legacy reports that list key data measures and scenarios that will be used to validate the conversion.

Data Importing and Staging

GL Solutions creates, documents, and executes programs to import all source data into SQL Server to be used for data conversion staging. GL Solutions then performs checks against the original data sources to ensure that all data has been imported.

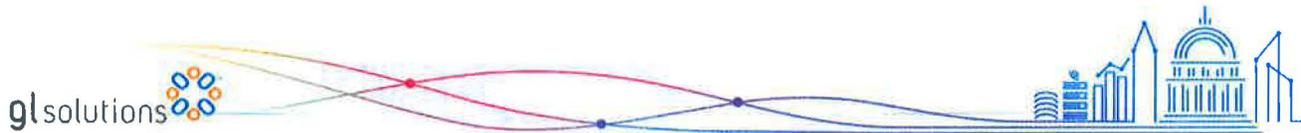
Valid Value Analysis

After importing source data, GL Solutions performs valid value analysis, which includes identifying redundancies, valid and invalid values, data inconsistencies, and business validity checks.

Specification & Mapping

In order to clarify and formalize the approach to converting data and to provide direction to data conversion coding, GL Solutions creates a detailed data conversion specification (workflow diagram and crosswalk) for each stage including every data source. GL Solutions first generates a workflow diagram noting physical data structure of the source data along with:

- Tables that will and will not be converted
- Fields that will not be converted from tables being converted
- General relationships between the source data tables



GL Solutions works with client team to facilitate an informal review of the data schema at the beginning of each stage. GL Solutions then creates the data conversion crosswalk, mapping each source data table/element to a new client table/element, noting specific business rule logic and fields that will not be converted. GL Solutions works with you to identify and resolve issues with data conversion and gain approval of the data schema and crosswalk.

Exceptions & Manual Processes

GL Solutions will query the source data to locate normalization problems and provide information to assist the client team in efficient data cleanup. If necessary, we will define manual conversion routines to be executed by the client team.

Coding

Using the data schema and crosswalk, GL Solutions writes the data conversion code to match the specification to create client entities and their related records. Data conversion code will include the logging of exceptions, which will be compiled into an Exception Report.

Test Conversion Runs

Prior to final conversion, GL Solutions performs two test conversion runs: 1) an initial run and 2) a run using specification/code revisions stemming from the initial run. Tests will first be run in GL Solutions' test environment then in the User Acceptance Testing (UAT) environment. Test systems will be configured to sufficiently simulate the production environment and provide accurate predictors of the time required for the final data conversion run.

Final Data Conversion Run

The final data conversion process implements the data conversion approach defined in the data schema and data conversion specification. The final data conversion will be run in two environments: first in the GL Solutions' test environment then in the production environment.

Exception Handling

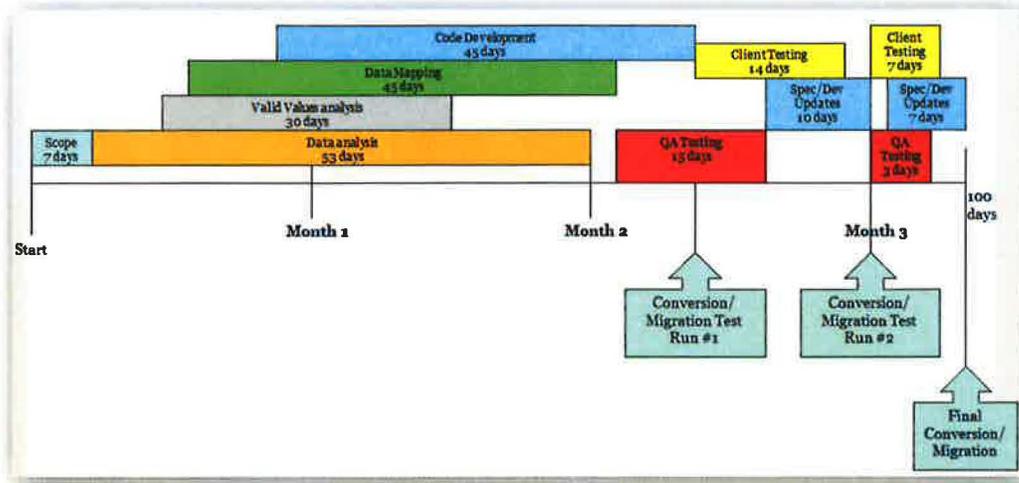
The data conversion code logs source records that do not convert into the exceptions table with explanations as to why the exception took place. After each data conversion run, GL Solutions and the client team review the Exception Report to determine the appropriate action for each exception, such as:

- The mutual decision for the client team to cleanse the data prior to extraction
- Manual post-data conversion clean up
- An update to the Crosswalk Specification and code to automatically handle the exception
- The decision by the client team to tolerate the exception and do nothing



Data Conversion Process Timeline

Below is a sample timeline for the data conversion process—timing will vary depending on the specifics of your system.



Sample Data Conversion Timeline

Data conversion requires a high level of quality assurance—it is the foundation of a successful installation. Our Quality Assurance Specialists are involved from the early stages of conversion design through the final conversion at go-live.



Supporting Document 4 – Training Overview

Early-on, GL Solutions will initially train the key staff members at the NE DAS who will be involved with the implementation to orient the agency to Compliance Tracker and to the project implementation, design, and testing processes. And as the implementation wraps up – after go-live – training will be delivered via specific documentation, cheat-sheets, and conference-call walkthroughs (for large projects) related to new or updated systems being deployed. Training can also be ordered and provided on an as-needed basis at quoted hourly rates on various topics ranging from end-user training to in-depth configuration and administrator training.

The descriptions of training services below detail the large-scale training sessions to be included in the implementation just prior to User Acceptance Testing (UAT), but any or all components could be requested and incorporated into the scope of post-go-live trainings described in the introductory paragraph above.



GL Solutions' training objectives are to provide client staff with the knowledge and materials necessary to use and administer the system effectively and to increase end-user ability to perform essential business functions. To achieve these aims, we “show,” “tell,” “practice” and repeat these steps until trainees gain mastery. This proven training strategy is executed by a seasoned trainer, who is well versed in the Compliance Tracker software, the intricacies of your new system and your needs.

GL Solutions will work with your staff to develop a customized training plan and outline for all training activities associated with your project. Training courses cover basic skills, issues, assessment tasks, and learner outcomes.

Training is designed around practical examples, allowing users to increase their confidence and gain feedback related to their learning of the Compliance Tracker system. While GL Solutions generally recommends a “train-the-trainer” approach to end-user training, we are flexible in our approach and committed to spending time with groups of key users during the User Acceptance Testing period. This approach allows our clients to harness the subject matter expertise of their own staff and direct their internal power-users in mentoring, coaching, and offering support to other staff members, in addition to obtaining the necessary support from GL Solutions' subject matter experts. GL Solutions is a partner in the effective training and development of your staff.

We create our training plans with the end users in mind—trainees will work with concrete examples, allowing them to practice, gain confidence and receive feedback on processes they will use on a day-to-day basis. GL Solutions provides training to trainers on the following topics: system use and application functionality, system configuration (Configuration Manager), all features of the system tool set (reporting, etc.), report generation.



Onsite training typically takes 2-3 days at the start of User Acceptance Testing. Additional onsite training may be provided at go-live, depending on your agency’s needs. We will collaborate with your agency in order to create a UAT Plan, which will detail all of the training expectations well in advance of any onsite activities.

As a supplement to our onsite training, we also offer remote training. If clients are short on time, we can conduct the Pre-Navigation training remotely. We can also do remote follow up trainings if desired/needed.

Process for Evaluating Training Effectiveness

Evaluation

Training evaluation is to determine the quality of the training experience. Summative evaluations will be conducted verbally with end users and leads (via course debriefs and meetings) and on paper (at the end of the program) to determine learner satisfaction and engagement in the courses and with the materials.

Assessment

Training assessments ensure that the learner has mastered the set of skills required to achieve work performance efficacy. Training assessments include verbal questioning, post-tests, and practical, hands-on exercises. These self-assessments will allow the learner and the trainer to know where training is still required or sufficient training information was not provided. Daily “lead” check-ins while onsite training is occurring will also provide feedback to the trainer as to specific needs of learners.

Relationship to Outcomes

Specific learner outcomes are outlined at the course and overall training program level. From both perspectives, the learners will be gauged on their ability to perform essential job tasks (within the scope of training) such that the agency can carry out all required business functions using Compliance Tracker.

Documenting User Training



- Trainees will be given a training record document to report on all training received as part of the system training
- Trainees will assess their level of learning and describe what areas they need additional support or help

Assessments

- Trainees will be given “exercises” to complete during the training. Trainees will document the process followed (as a personal reference) and any follow up or questions needed to solidify their learning.

Applying the Learning

- The last day of training each user group will work through the most basic functions of their business process. For example, by the end of training a licensing end user should be able to process a basic application, using the training documentation and the notes taken from the exercises.

Sample Training Outline & Schedule

What follows is an example of a training outline and schedule.

Sample Training Outline & Schedule			
Compliance Tracker System – Application Training			
Date	Time	Attendees	Session
Day 1	9:00 - 9:45am	All Groups	Training Kickoff - Introduction & General Overview Compliance Tracker Concepts and Terms; Tree View Home Screen Functions (Search, Query, Quick Pay) - Reports, queries, correspondences, subforms
	9:45 - 10:00am		Break
	10:00am - 12:00pm	Cash Receipts Group	Business Process: <i>Cash Receipts Business Process</i> - Demonstrate workflow - Hands on exercises - Q & A
	12:00 - 1:00pm		Lunch
	1:00 - 3:00pm	Investigations Group	Business Process: <i>Complaints Business Process (Complaints, Compliance, Orders)</i> - Demonstrate workflow - Hands on exercises - Q & A
	3:00 - 5:00pm	Licensing Group Administration Group	Business Process: <i>Applications Business Process</i> - Demonstrate workflow - Hands on exercises - Q & A
	5:00 - 5:30pm	SME(s)/Super User(s) (from each group)	Review and Debrief Instructions for future days training Q & A
Day 2	9:00 - 10:30am	Licensing Group Administration Group	Business Process: <i>Reactivations Business Process</i> - Demonstrate workflow - Hands on exercises - Q & A
	10:30 - 10:45am		Break
	10:45am - 12:00pm	Administration Group	Business Process: <i>Online Verifications Business Process</i> - Demonstrate workflow - Hands on exercises - Q & A
	12:00 - 1:00pm		Lunch
	1:00 - 3:00pm	Licensing Group Administration Group	Business Process: <i>Registrations Business Process</i> - Demonstrate workflow - Hands on exercises - Q & A
	2:30 - 2:45pm		Break
	2:45 - 4:30pm	Investigations Group	Business Process: <i>Complaints Business Process (Malpractice Reports, Meetings)</i> - Demonstrate workflow - Hands on exercises - Q & A
	4:30 - 5:00pm	SME(s)/Super User(s) (from each group)	Review and Debrief Instructions for future days training



Sample Training Outline & Schedule			
Compliance Tracker System – Application Training			
Date	Time	Attendees	Session
			Q & A
Day 3	9:00 - 10:00am	<i>Licensing Group</i>	"Test Exercises" – Applications
	10:00 - 11:00am	<i>Cash Receipts Group</i>	"Test Exercises" – Cash Receipts
	11:00am - 12:00pm	<i>Investigations Group</i>	"Test Exercises" – Complaints, Compliance, Orders, Queries, Reports
	12:00 - 1:00pm		Lunch
	1:00 - 2:00pm	<i>Licensing Group</i>	Applying the Learning – Registrations
	2:00 - 3:00pm	<i>Licensing Group</i>	Applying the Learning – Reactivations
	3:00 - 4:00pm	<i>Administration Group</i>	Applying the Learning – Cash Receipts
	4:00 - 4:30pm	<i>SME(s)/Super User(s) (from each group)</i>	Review and Debrief Instructions for future days training Q & A
Day 4	9:00 - 10:00am	<i>TBD</i>	Small group or individual help/training
	10:00 - 11:00am	<i>TBD</i>	Small group or individual help/training
	11:00am - 12:00pm	<i>TBD</i>	Small group or individual help/training
	12:00 - 1:00pm		Lunch
	1:00 - 2:00pm	<i>Project Team</i>	Training Debrief Issues Planning for remaining go-live
	3:00 - 3:30pm	<i>SME(s)/Super User(s) (from each group)</i>	Check in and review Debrief Issues Identification of specific needs



Sample Process Guide

Process Guide

Client: BUILD

Name of Business Process: Compliance Agent Application

Business Process Notes:

Typical Process Steps:

Process Starts when: The agency receives a new Compliance Agent Application packet from an applicant.

1 Manual Step - Search for Record. Go to the Main Screen and Search by File Number.

1.1 Search Main Screen Search - type in the application number or SSN in the File Number field and click the Search button. Alternatively, you may also enter a name into the First or Last Name fields to perform the search. The asterisk (*) may be used as a wildcard in the search fields.

1.2 Run Command Address Labels

2 Decision Step - Record Found?

2.1 If 940 Go To Step 3

2.2 If 939 Go To Step 4

3 Manual Step - Go to Main Screen. Create New Individual.

3.1 Choose item from menu Record / New Individual

3.2 Enter Information Last Name:

3.3 Enter Information First Name:

3.4 Enter Information SSN:

3.5 Enter Information Date of Birth:

3.6 Enter Information Street 1:

3.7 Enter Information Street 2:

3.8 Enter Information City:

3.9 Enter Information State:

3.10 Enter Information Zip:

3.11 Note - Enter information for any remaining optional fields.

3.12 Click Save Button: New Individual.

4 Manual Step - Open Record. Append New Compliance Agent Application.

4.1 Choose item from menu Compliance Agent Certification Applications / Compliance Agent Certification Application

5 Automated Step - Application Requirements and Invoice Appended.

5.1 The System Will On append, append the following objects - application requirement tasks, work experience history, criminal history and Compliance Agent Initial Certification Fee.

6 Manual Step - Process Application Fee

6.1 Click Button Payment Checkout Screen



6.2 Update Compliance Agent Initial Certification Fee - process the payment. See the Payment Processing process guide for details about processing payments.

7 Manual Step - Upload Fingerprint Form

7.1 Click on Screen in the Tree Compliance Agent Certification Application

7.2 Choose item from menu Fingerprint Forms / Uploaded Document

7.3 Upload Document Link - Click the Upload button and select the path to the fingerprint form. Click Save in the menu to complete the upload.

8 Manual Step - Data Entry. Enter Application Requirements

8.1 Click on Screen in the Tree 12E Compliance Agent Training Entry Level Task

8.2 Update Status - Verify 12E Compliance Agent Training Entry level is met. If confirmed set status to Complete.

8.3 Click on Screen in the Tree Age Requirement Task

8.4 Update Status - Verify the applicant age requirement is met. If so set status to Complete.

8.5 Click on Screen in the Tree Fingerprint Card Task

8.6 Update Status - Verify the Fingerprint Card has been submitted. If so set status to Complete.

8.7 Click on Screen in the Tree Work Experience

8.8 Update Status - Verify that work experience meets application requirements. If so set status to Complete.

8.9 Click on Screen in the Tree Criminal History

8.10 Update Law Enforcement - Update all of the criminal history information that applies and click Save.

8.11 Click on Screen in the Tree Criminal History Task

8.12 Update Status - Verify that criminal history does not disqualify applicant. If so set status to Complete.

9 Decision Step - Application Approved?

9.1 If 948 Go To Step 10

9.2 If 945 Go To Step 12

10 Manual Step - Set Application Status to Denied

10.1 Click on Screen in the Tree Compliance Agent Certification Application

10.2 Update Status to Denied.

10.3 Click Save Button: Compliance Agent Certification Application

11 Manual Step - Application Denied. Send Application Denied Letter.

11.1 Click on Screen in the Tree Compliance Agent Certification Application

11.2 Choose item from menu Correspondence / Application Denied Letter

11.3 Send Standard Mail Application Denied Letter

12 Manual Step - Set Application Status to Approved.

12.1 Click on Screen in the Tree Compliance Agent Certification Application

12.2 Update Status to Approved.

12.3 Click Save Button: Compliance Agent Certification Application

13 Automated Step - License Appended to Record

13.1 The System Will On update to Approved append a License.Compliance Agent Certification

14 Manual Step - Application Complete. Send Letter and Issue License.

14.1 Note - Go to the Main tab to complete the following instructions.

14.2 Choose item from menu Report / Application Approval Notice-Compliance Agent

14.3 Choose item from menu Command / Mark Application Approval Notice-Compliance Agent as Printed

14.4 Choose item from menu Report / Individual Wall Certificate



14.5 Choose item from menu Command / Mark Individual Wall Certificate as Printed

14.6 Choose item from menu Report / Wallet Cards

14.7 Choose item from menu Command / Mark Wallet Card as Printed

Supporting Document 5 – Testing Plan Summary

Testing

GL Solutions utilizes a proven strategy to identify, manage, and resolve issues. GL Solutions’ testing strategy consists of three types of testing—Preliminary Testing (Static, Unit, and Development), Integration Testing, and System Testing—each aimed at helping us meet our clients’ functional and deliverable requirements. Our focus on requirements traceability throughout your system implementation ensures that your business needs are met. Finally, we also support our clients in their execution of User Acceptance Testing.

Preliminary Testing

GL Solutions’ QA team executes various preliminary tests in the early stages of your project design and development.

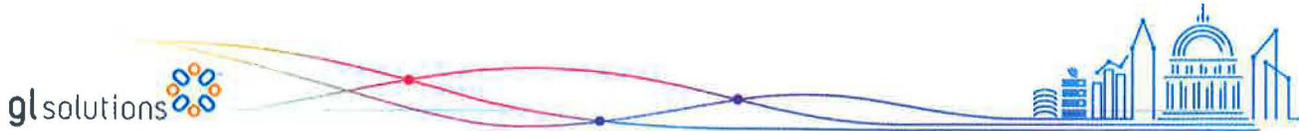
Static Testing

GL Solutions Static Tests the documents that will be used to develop your Compliance Tracker system, before we begin programming. The purpose of Static Testing is to identify defects early on, before programming begins. Our QA Specialists perform Static Tests on the Phase 1 Use Case analyses, Phase 2 Workflow Diagrams, Phase 3 Self-Documenting Specifications, and Phase 4 Output specification documents. Our preliminary testing and defect correction of these documents ensures the development of a superior product in a shorter amount of time.

Unit Testing (Functional Testing)

GL Solutions Developers and QA Specialists conduct Unit Tests throughout the development process to confirm that the configured and developed functionality performs according to specifications.

Unit Tests occur iteratively between GL Solutions’ Development and QA teams. Once all rules required by a business process are developed, the Developer informs QA and a Specialist is assigned. GL Solutions Developers Unit Test programming code in isolation from the integrated system to verify that the software works according to specifications. GL Solutions QA Specialists use the specification documents from phases 1-4 as models for developing test plans and verifying that functionality meets your system requirements. They perform a separate set of tests for each business process to verify low-level details of the screens, fields, and automation. GL Solutions will update specifications (if needed) and code to resolve defects and re-execute testing until any and all issues are resolved.



Development Testing

GL Solutions' QA team conducts Development Testing to confirm that developed or configured software functions according to requirements and properly interfaces with already programmed functionality. The intention of the Development Test is to "break" the software using standard industry testing techniques.

Integration Testing

GL Solutions works with our clients' technical staff to conduct Integration Testing. Integration Testing determines if the Compliance Tracker software properly interfaces with other systems and/or confirms that the website we have developed properly supports your business process needs. Integration Testing ensures that all inputs and outputs to your application are in place and functioning according to business process standards. GL Solutions will update specifications (if necessary) and development code and re-execute testing as required to resolve issues.

System Testing

GL Solutions conducts System Testing on each business process from end to end. The primary goal of System Testing is to validate that the developed functionality meets specified business objectives. System Testing ensures that all functional deliverables execute without defect in the client's actual business process. This level of testing validates that all rules function correctly as part of the larger process and not in isolation. System Testing covers database, functional, and security testing.

System Tests occur iteratively between GL Solutions' Development and Quality Assurance (QA) teams. We perform a separate set of tests for each business process. If QA identifies any issues, they report them to Development.

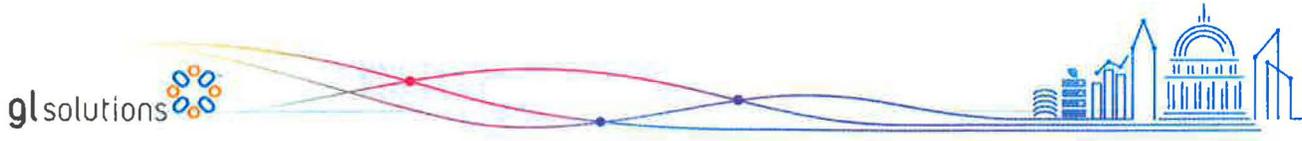
User Acceptance Testing

The objective of User Acceptance Testing (UAT) is for the client to validate that the system works as intended. UAT allows agency users to confirm that they are able to use the Compliance Tracker system to perform their job functions and that the system will meet their business requirements. To perform UAT effectively and ensure that the required functionality has been created, it is important that clients allocate sufficient staff resources and time to the endeavor.

GL Solutions can provide training and guidance to designated client staff prior to beginning UAT to teach them how to test the system. GL Solutions will dedicate ample resources to resolving any identified issues quickly.

Conversion Automation

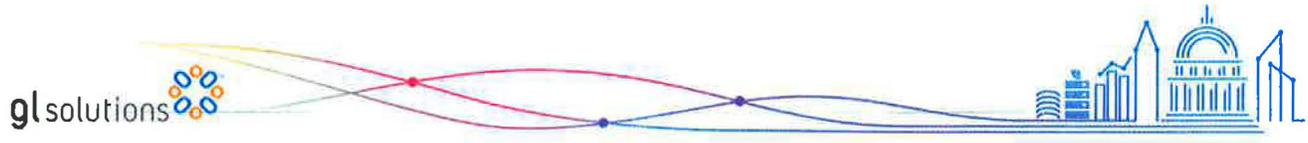
GL Solutions general conversion steps include: analysis, design, construction, testing, documentation, review, execution, and validation. Validation testing is performed to confirm that records are accurately converted.



GL Solutions will use the following tools to handle the required data migration:

- Secure FTP – To transfer legacy data from client to us.
- Microsoft SQL Server - To store the client data in its original form.
- Microsoft SQL Server Integration Services – To migrate the client data from their legacy application into SQL Server.
- Microsoft Visio – To create a database diagram of the client’s source data.
- Microsoft Excel – To create a migration crosswalk mapping client’s data source to Compliance Tracker data source.
- TSQL – The coding language we use to write the data migration of data into Compliance Tracker.
- Subversion – Source Control to store all code and import packages created for data migration.

Data conversion code will include the logging of exceptions, which will be compiled into an Exception Report.

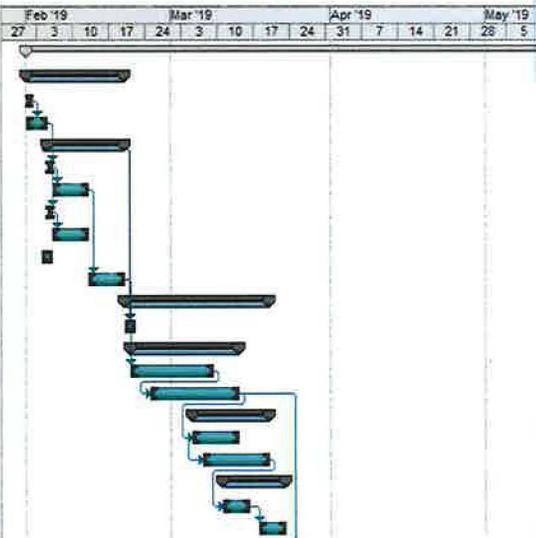


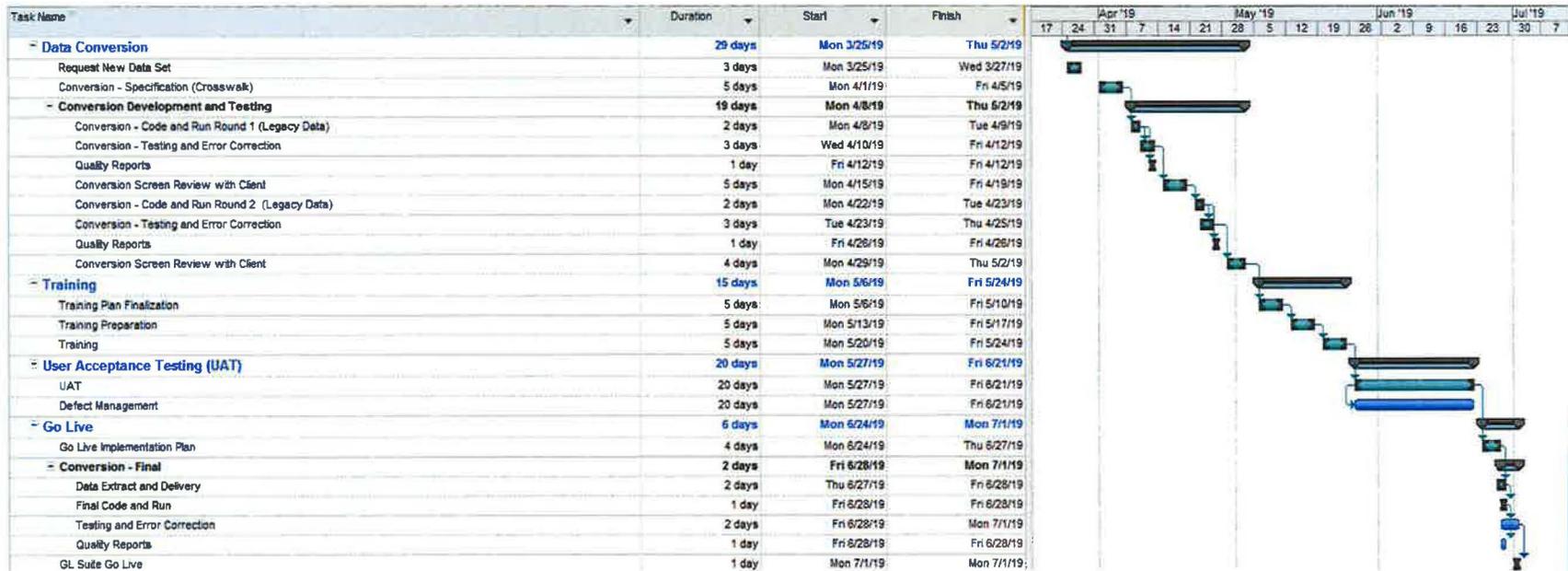
Supporting Document 6 – Project Plan

On the following pages, we have provided the proposed project plan for the implementation of the Nebraska State Compliance Tracker software system.



Task Name	Duration	Start	Finish
- Nebraska Department of Administrative Services	107 days	Fri 2/1/19	Mon 7/1/19
- Project Initiation	13 days	Fri 2/1/19	Tue 2/19/19
Project Manager - Initial Contact	1 day	Fri 2/1/19	Fri 2/1/19
Nebraska Department of Administrative Services / GL Solutions Kickoff Meeting	2 days	Fri 2/1/19	Mon 2/4/19
- Project Details	11 days	Tue 2/5/19	Tue 2/19/19
Goals and Scope Document	1 day	Tue 2/5/19	Tue 2/5/19
Acceptance of Goals and Scope Document	5 days	Wed 2/6/19	Tue 2/12/19
Management Plan	1 day	Tue 2/5/19	Tue 2/5/19
Acceptance of Management Plan	5 days	Wed 2/6/19	Tue 2/12/19
GL Solutions Request Legacy Data	2 days	Mon 2/4/19	Tue 2/5/19
Requirements Gathering	5 days	Wed 2/13/19	Tue 2/19/19
- Design and Development	20 days	Wed 2/20/19	Tue 3/19/19
Familiarize Nebraska Department of Administrative Services with the GL Solutions Design Process and Related Tools	2 days	Wed 2/20/19	Thu 2/21/19
- System Design and Configuration	15 days	Thu 2/21/19	Wed 3/13/19
Detailed Specifications	12 days	Thu 2/21/19	Fri 3/8/19
Acceptance of Specifications	13 days	Mon 2/25/19	Wed 3/13/19
- Automation and Rule Development by GL Solutions	11 days	Tue 3/5/19	Tue 3/19/19
Development	7 days	Tue 3/5/19	Wed 3/13/19
Unit Testing	9 days	Thu 3/7/19	Tue 3/19/19
- GL Solutions System Testing	10 days	Mon 3/11/19	Fri 3/22/19
GLS System Testing - Round 1 and Resulting Changes	5 days	Mon 3/11/19	Fri 3/15/19
GLS System Testing - Round 2 and Resulting Changes	5 days	Mon 3/18/19	Fri 3/22/19







Supporting Document 7 – SSAE 16 SOC-1

On the following pages, we have provided our most recent SSAE 16 SOC-1 Report. A more recent SOC-1 report will be provided during the implementation of the software system.



SOC I REPORT

FOR

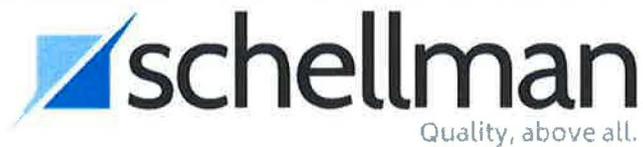
COLOCATION SERVICES

**A TYPE 2 INDEPENDENT SERVICE AUDITOR'S REPORT ON A DESCRIPTION OF A SERVICE ORGANIZATION'S
SYSTEM AND THE SUITABILITY OF THE DESIGN AND OPERATING EFFECTIVENESS OF CONTROLS**

FOR THE PERIOD JANUARY 1, 2017, TO DECEMBER 31, 2017

**PREPARED IN ACCORDANCE WITH THE
AICPA SSAE NO. 18 STANDARD**

Attestation and Compliance Services



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SECTION I

INDEPENDENT SERVICE AUDITOR'S REPORT

INDEPENDENT SERVICE AUDITOR'S REPORT

To OneNeck IT Solutions, LLC:

Scope

We have examined OneNeck IT Solutions, LLC's ("OneNeck" or "service organization") description of its Colocation Services system for colocation services throughout the period January 1, 2017, to December 31, 2017 (the "description"), and the suitability of the design and operating effectiveness of controls included in the description to achieve the related control objectives stated in the description, based on criteria identified in "Management's Assertion" in Section 2 (the "assertion"). The controls and control objectives included in the description are those that management of OneNeck believes are likely to be relevant to user entities' internal control over financial reporting, and the description does not include those aspects of the Colocation Services system that are not likely to be relevant to user entities' internal control over financial reporting.

The description indicates whether certain control objectives specified in the description can be achieved only if complementary user entity controls assumed in the design of OneNeck's controls are suitably designed and operating effectively, along with related controls at the service organization. Our examination did not extend to such complementary user entity controls, as applicable, and we have not evaluated the suitability of the design or operating effectiveness of such complementary user entity controls.

Service organization's responsibilities

In Section 2, OneNeck has provided an assertion about the fairness of the presentation of the description and suitability of the design and operating effectiveness of the controls to achieve the related control objectives stated in the description. OneNeck is responsible for preparing the description and for the assertion, including the completeness, accuracy, and method of presentation of the description and the assertion, providing the services covered by the description, specifying the control objectives and stating them in the description, identifying the risks that threaten the achievement of the control objectives, selecting the criteria stated in the assertion, and designing, implementing, and documenting controls that are suitably designed and operating effectively to achieve the related control objectives stated in the description.

Service auditor's responsibilities

Our responsibility is to express an opinion on the fairness of the presentation of the description and on the suitability of the design and operating effectiveness of the controls to achieve the related control objectives stated in the description, based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether, in all material respects, based on the criteria in management's assertion, the description is fairly presented, and the controls were suitably designed and operating effectively to achieve the related control objectives stated in the description throughout the period January 1, 2017, to December 31, 2017. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

An examination of a description of a service organization's system and the suitability of the design and operating effectiveness of controls involves

- performing procedures to obtain evidence about the fairness of the presentation of the description and the suitability of the design and operating effectiveness of the controls to achieve the related control objectives stated in the description, based on the criteria in management's assertion;
- assessing the risks that the description is not fairly presented and that the controls were not suitably designed or operating effectively to achieve the related control objectives stated in the description;
- testing the operating effectiveness of those controls that management considers necessary to provide reasonable assurance that the related control objectives stated in the description were achieved; and

- evaluating the overall presentation of the description, suitability of the control objectives stated in the description, and suitability of the criteria specified by the service organization in its assertion.

Inherent limitations

The description is prepared to meet the common needs of a broad range of user entities and their auditors who audit and report on user entities' financial statements and may not, therefore, include every aspect of the system that each individual user entity may consider important in its own particular environment. Because of their nature, controls at a service organization may not prevent, or detect and correct, all misstatements in colocation services. Also, the projection to the future of any evaluation of the fairness of the presentation of the description, or conclusions about the suitability of the design of the controls to achieve the related control objectives, is subject to the risk that controls at a service organization may become ineffective.

Description of Tests of Controls

The specific controls tested, and the nature, timing, and results of those tests are listed in Section 4 (the "Testing Matrices").

Opinion

In our opinion, in all material respects, based on the criteria described in OneNeck's assertion in Section 2,

- a. the description fairly presents the Colocation Services system that was designed and implemented throughout the period January 1, 2017, to December 31, 2017;
- b. the controls related to the control objectives stated in the description were suitably designed to provide reasonable assurance that the control objectives would be achieved if the controls operated effectively throughout the period January 1, 2017, to December 31, 2017, and as applicable, subservice organizations and user entities applied the complementary controls assumed in the design of OneNeck's controls throughout the period January 1, 2017, to December 31, 2017; and
- c. the controls operated effectively to provide reasonable assurance that the control objectives stated in the description were achieved throughout the period January 1, 2017, to December 31, 2017, if, as applicable, complementary subservice organization and user entity controls assumed in the design of OneNeck's controls operated effectively throughout the period January 1, 2017, to December 31, 2017.

Restricted use

This report, including the description of the tests of controls and results thereof in the Testing Matrices, is intended solely for the information and use of management of OneNeck, user entities of OneNeck's Colocation Services system during some or all of the period January 1, 2017, to December 31, 2017, and their auditors who audit and report on such user entities' financial statements or internal control over financial reporting and have a sufficient understanding to consider it, along with other information, including information about controls implemented by user entities themselves, when assessing the risks of material misstatement of user entities' financial statements. This report is not intended to be, and should not be, used by anyone other than the specified parties.

SCHULMAN & COMPANY, LLC

Tampa, Florida
February 1, 2018

SECTION 2

MANAGEMENT'S ASSERTION

MANAGEMENT'S ASSERTION

We have prepared the description of OneNeck IT Solutions, LLC's ("OneNeck") Colocation Services system for user entities of the system throughout the period January 1, 2017, to December 31, 2017 (the "description"), for user entities of the system during some or all of the period January 1, 2017, to December 31, 2017, and their auditors who audit and report on such user entities' financial statements or internal control over financial reporting and have a sufficient understanding to consider it, along with other information, including information about controls implemented by user entities of the system themselves, when assessing the risks of material misstatement of user entities' financial statements.

The description indicates whether certain control objectives specified in the description can be achieved only if complementary user entity controls assumed in the design of OneNeck's controls are suitably designed and operating effectively, along with related controls at OneNeck. The description does not extend to controls of the user entities.

We confirm, to the best of our knowledge and belief, that

- a. the description fairly presents the Colocation Services system made available to user entities of the system during some or all of the period January 1, 2017, to December 31, 2017, for the Colocation Services system. The criteria we used in making our assertion were that the description
 - i. presents how the system made available to user entities of the system was designed and implemented to process relevant user entity transactions, including, as applicable:
 - (1) the types of services provided including, as appropriate, the classes of transactions processed;
 - (2) the procedures, within both automated and manual systems, by which those services are provided, including, as appropriate, procedures by which transactions are initiated, authorized, recorded, processed, corrected as necessary, and transferred to reports and other information prepared for user entities of the system;
 - (3) the information used in the performance of the procedures including, if applicable, related accounting records, whether electronic or manual, and supporting information involved in initiating, authorizing, recording, processing, and reporting transactions; this includes the correction of incorrect information and how information is transferred to the reports and other information prepared for user entities;
 - (4) how the system captures and addresses significant events and conditions, other than transactions;
 - (5) the process used to prepare reports and other information provided for entities;
 - (6) services performed by a subservice organization, if any, including whether the carve-out method or the inclusive method has been used in relation to them;
 - (7) the specified control objectives and controls designed to achieve those objectives, including as applicable, complementary user entity controls and complementary subservice organization controls assumed in the design of the OneNeck's controls; and
 - (8) other aspects of our control environment, risk assessment process, information and communication systems (including the related business processes), control activities, and monitoring activities that are relevant to the services provided;
 - ii. includes relevant details of changes to the Colocation Services system during the period covered by the description; and
 - iii. does not omit or distort information relevant to the scope of the Colocation Services system, while acknowledging that the description is prepared to meet the common needs of a broad range of user entities of the system and their user auditors, and may not, therefore, include every aspect of the Colocation Services system that each individual user entity of the system and its auditor may consider important in its own particular environment; and

- b. the controls related to the control objectives stated in the description were suitably designed and operating effectively throughout the period January 1, 2017, to December 31, 2017, to achieve those control objectives if, as applicable, user entities applied complementary controls assumed in the design of OneNeck's controls throughout the period January 1, 2017, to December 31, 2017. The criteria we used in making this assertion were that
- i. the risks that threaten the achievement of the control objectives stated in the description have been identified by management of OneNeck;
 - ii. the controls identified in the description would, if operating effectively, provide reasonable assurance that those risks would not prevent the control objectives stated in the description from being achieved; and
 - iii. the controls were consistently applied as designed, including whether manual controls were applied by individuals who have the appropriate competence and authority.

SECTION 3

DESCRIPTION OF THE SYSTEM

OVERVIEW OF OPERATIONS

Company Background

OneNeck IT Solutions, LLC (“OneNeck”) is a hybrid information technology (IT) services provider that offers a full suite of solutions including, but not limited to, hardware and software, cloud computing, colocation services, managed services, ERP application management, and consulting. Founded in 1997 and headquartered in Madison, Wisconsin, OneNeck operates nine data centers across the states Arizona, Colorado, Iowa, Minnesota, New Jersey, Oregon, and Wisconsin and employs approximately 550 people throughout the United States.

OneNeck is a wholly owned subsidiary of Telephone and Data Systems Inc. (NYSE: TDS); a Fortune 500® company that provides wireless voice and data services, wireline, broadband, and cable services, and IT and managed solutions to approximately six million customers nationwide through its business units, U.S. Cellular, TDS Telecom, BendBroadband, and Zolo Media, OneNeck® IT Solutions. Founded in 1969 and headquartered in Chicago, Illinois, Telephone and Data Systems employs approximately 10,600 people.

Description of Services Provided

The Colocation Services include the physical infrastructure, power, and data connectivity needed to house the information systems of user entities. OneNeck provides certain physical and environmental security mechanisms to safeguard user entities’ assets from unauthorized access and environmental threats. Additionally, user entities engage OneNeck to secure and maintain the availability of their applications and important data for their customers, employees, and stakeholders.

Power

- Utility transformers with diverse substation feeds configured for N+1 redundancy
- Power generators configured for N+1 redundancy
- Uninterruptible power supply (UPS) systems configured for N+1 redundancy

Data Center

- Private suite, cage or cabinet availability
- Fire detection – Very Early Smoke Detection Apparatus (VESDA)
- Fire suppression - gaseous (under floor) and dry-pipe pre-action (overhead)
- Heating ventilation and air conditioning (HVAC) configured for N+1 redundancy

Connectivity

- Carrier Neutral Facility (carriers include OneNeck, TDS, CenturyLink, TW Telecom, and Zayo)
- Internet bandwidth – managed bandwidth with routing across redundant backbone connections with multiple Tier 1 carriers

Security

- Access control – three-token authentication including card access, biometric hand scan, and a personal identification number (PIN)
- Surveillance system – video surveillance of data center and perimeter
- Onsite security officers – security guard / personnel onsite 24 hours per day

Support for Hosting Services

OneNeck operates a support center located in Scottsdale, Arizona, Tempe, Arizona, Gilbert, Arizona, and Eden Prairie, Minnesota. The support center monitors data center conditions and providing timely response to any identified issues.

Boundaries of the System

The scope of the engagement is limited to OneNeck's colocation services offered out of the eight data center facilities located in located in the table below. The specific control objectives and related control activities included within the scope of this engagement can be found in Section 4 of this document.

Name	Address
BND	20845 Sockeye Pl, Bend, OR 97701
CDF	1205 Technology Parkway, Cedar Falls, IA 50613
DEN	8675 Concord Center Drive, Englewood, CO 80112
DSM	390 N Alices Road, Waukee, IA 50263
EDP	10290 West 70th Street, Eden Prairie, MN 55344
MSN	5515 Nobel Drive, Fitchburg, WI 53711
GDC (PH1)	1655 Sunrise Blvd, Gilbert, AZ 85233
TDC (PH2)	2710 S Roosevelt St, Tempe, AZ 85282

OneNeck's colocation services environment is an information technology general control (ITGC) system, and user entities are responsible for the procedures, by which transactions are initiated, authorized, recorded, processed, corrected as necessary, and transferred to reports and other information presented to them; additionally, user entities are responsible for the procedures and controls governing the related accounting records, supporting information, and specific accounts that are used to initiate, authorize, record, process, and report transactions processed within OneNeck's colocation services system; this includes the correction of incorrect information and how information is transferred to the reports and other information prepared for those user entities.

Subservice Organizations

No subservice organizations were included in the scope of this examination.

OneNeck's colocation services system was designed with the assumption that no subservice organization controls were required in the design of OneNeck's controls; therefore, no control objectives related to OneNeck's colocation services system are dependent upon complementary subservice organization controls that are suitably designed and operating effectively, along with the related controls at OneNeck.

Significant Changes During the Review Period

No significant changes to the Colocation Services system occurred during the review period.

Functional Areas of Operations

- Executive management – responsible for overseeing company-wide activities, establishing and accomplishing goals, and overseeing objectives.
- Facilities – oversees operations in the colocation areas, including monitoring of physical and environmental systems.
- Support center – responsible for monitoring data center conditions and providing timely response to any identified issues.
- Security management department – responsible for oversight of the security of the solutions to include recommendations and monitoring.

Infrastructure

The colocation facilities have built out dedicated space for collocating customer infrastructure and are intended to provide secure environments for customers' equipment that may include, but are not limited to, the following:

- Physical access systems to restrict access
- Continuous walls from ceiling to floor to prevent unauthorized access
- Locked cabinets and / or cages segregate customer equipment
- Visitor authentication and escorted access
- Operational surveillance camera system with archived footage available for review
- N+1 redundancy for UPS systems, diesel power generators, power distribution, and HVAC systems and / or computer room air conditioning (CRAC) units
- Fire detection and suppression systems
- 24 hours per day environmental monitoring by enterprise monitoring system and support center personnel
- 24 hours per day support center monitoring of customer network connections
- 24 hours per day support center providing customer issue resolution and support
- 24 hours per day physical security monitoring
- Network connectivity

CONTROL ENVIRONMENT

The control environment at OneNeck is the foundation for the other areas of internal control. It sets the tone of the organization and influences the control consciousness of its personnel. The components of the control environment factors include the integrity and ethical values, management's commitment to competence; its organizational structure; the assignment of authority and responsibility; and the oversight and direction provided by the board of directors and operations management.

Integrity and Ethical Values

Integrity and ethical values are essential elements of OneNeck's control environment, affecting the design, administration, and monitoring of other components. Integrity and ethical behavior are the products of OneNeck's ethical and behavioral standards, how they are communicated, and how they are reinforced in practices. They include management's actions to remove or reduce incentives and temptations that might prompt personnel to engage in dishonest, illegal, or unethical acts. They also include the communication of entity values and behavioral standards to personnel through policy statements and codes of conduct, as well as by example.

Specific control activities that the service organization has implemented in this area are described below.

- The employee policy and procedures manual contains organizational policy statements and codes of conduct to which employees are required to adhere.
- Policies and procedures require that employees sign an acknowledgment form indicating that they have been given access to the employee manual and understand their responsibility for adhering to the policies and procedures contained within the manual.
- Background checks are performed for employment applicants as a component of the hiring process.

Board of Directors and Executive Management Oversight

OneNeck's control consciousness is influenced significantly by its board of directors and executive management.

Specific control activities that the service organization has implemented in this area are described below.

- A board of directors, consisting of 12 members, is in place to oversee operations and holds four meetings during the year and special meetings throughout the year to review the company's performance.
- The executive management team meets on a regular basis to discuss operational activities.

Organizational Structure and Assignment of Authority and Responsibility

OneNeck's organizational structure provides the framework within which its activities for achieving entity-wide objectives are planned, executed, controlled, and monitored. OneNeck's management believes that establishing a relevant organizational structure includes considering key areas of authority and responsibility and lines of reporting. OneNeck has developed an organizational structure suited to its needs. This organizational structure is based, in part, on its size and the nature of its activities.

Commitment to Competence

OneNeck management defines competence as the knowledge and skills necessary to accomplish tasks that define employees' roles and responsibilities. OneNeck's commitment to competence includes management's consideration of the competence levels for particular jobs and how those levels translate into requisite skills and knowledge.

Specific control activities that the service organization has implemented in this area are described below.

- Management has considered the competence levels for particular jobs and translated required skills and knowledge levels into written position requirements.
- New employees receive on the job training directly from their peers and/or their managers.

Accountability

OneNeck's management philosophy and operating style encompasses a broad range of characteristics. Such characteristics include management's approach to taking and monitoring business risks and management's attitude toward information processing, accounting functions and personnel. The management team meets both informally and formally to discuss operational activities and events.

All employees have some role in controlling the organization. Some controls are established at the organizational level, while others are established by the management of the local functional units. Formal policies and procedures have been established to guide personnel on specific information processing and operating functions.

OneNeck's human resources policies and practices relate to employee hiring, orientation, training, evaluation, counseling, promotion, compensation, and disciplinary activities.

Specific control activities that the service organization has implemented in this area are described below.

- Established pre-hire screening procedures are utilized for employment applicants.
- Hiring procedures are utilized to guide personnel during the hiring process and help ensure components of the hiring process are consistently executed.
- A termination checklist is utilized to guide personnel during the termination process and help ensure components of the employee termination process are consistently executed.

RISK ASSESSMENT

Risk Identification

In order to identify the risk associated with each control objective, a risk level assessment is performed on the control activities found within the respective control objectives. For example, a control objective such as Physical Security is comprised of individual control activities. Each control activity is reviewed by management and departmental personnel to determine whether OneNeck's ability to adhere to the control activity as stated exists and the probability that OneNeck will maintain adherence using a grading system of high, medium, and low. The factors included in the risk level process are:

Risk Factors

Management considers risks that can arise from both external and internal factors including the following:

External Factors

- Technological developments
- Changing customer needs or expectations
- Competition that could alter marketing or service activities
- New legislation and regulation that could force changes in policies and strategies
- Natural catastrophes that could lead to changes in operations or information systems
- Economic changes that could have an impact on management decisions

Internal Factors

- Significant changes in policies, processes or personnel
- Types of fraud, incentives, opportunities and pressures for employees
- Employee attitudes and rationalizations for fraud
- A disruption in information systems processing
- The quality of personnel hired, and methods of training utilized
- Changes in management responsibilities

Risk Analysis

Risk analysis is an essential process to the entity's success. Management has implemented a process whereby the likelihood and impact of various risks to the in-scope services have been assessed. Identified risks are evaluated and documented in a risk assessment document. Management assesses the likelihood of each risk using a matrix and risks are assigned a likelihood based on the scale of "Very Low", "Low", "Medium", "High", and "Very High." Additionally, the severity of impact of each risk is documented using the same scale. Management has identified control activities designed to mitigate the risks associated with the control objectives within scope.

Integration with Control Objectives

Along with assessing risks, management has identified and put into effect actions needed to address those risks. In order to address risks, control objectives have been defined for each significant risk area. Control activities are then defined to serve as mechanisms for managing the achievement of those objectives and help ensure that the actions associated with those risks are carried out properly and efficiently.

CONTROL OBJECTIVES AND RELATED CONTROL ACTIVITIES

Selection and Development of Control Activities

Control activities are a part of the process by which OneNeck strives to achieve its business objectives. OneNeck has applied a risk management approach to the organization in order to select and develop control activities. After relevant risks have been identified and evaluated, control activities are established to meet the overall objectives of the organization.

The establishment of control activities is inclusive of general control activities over technology. The management personnel of OneNeck evaluate the relationships between business processes and the use technology to perform those processes to determine the dependencies on technology. The security management processes for the technology, along with other factors, are analyzed to define and establish the necessary control activities to achieve control objectives that include technology.

The establishment of the control activities is enforced by defined policies and procedures that specifically state management's directives for OneNeck personnel. The policies serve as the rules that personnel must follow when implementing certain control activities. The procedures are the series of steps the personnel should follow when performing business or technology processes and the control activities that are components of those processes. After the policies, procedures and control activities are established, each are implemented, monitored, reviewed and improved when necessary.

OneNeck's control objectives and related control activities are included below and also in Section 4 (the "Testing Matrices") of this report.

The description of the service auditor's tests of operating effectiveness and the results of those tests are also presented in the Testing Matrices, adjacent to the service organization's description of control activities. The description of the tests of operating effectiveness and the results of those tests are the responsibility of the service auditor and should be considered information provided by the service auditor.

Physical Security

Control Objective: Control activities provide reasonable assurance that business premises and information systems are protected from unauthorized access, damage and interference.

OneNeck has employed a framework of controls to help ensure the physical security of the data center facilities. To guide personnel in matters relating to data center access, security monitoring, and security assessments and reviews, physical security policies and procedures are in place and available.

Administrator access to the badge access systems at the data centers is restricted to user accounts accessible by personnel. Requests for the issuance and modification of permanent physical access privileges for employees are documented on a standard access request form and require the approval of a manager. Data center access is revoked as a component of the employee termination process.

OneNeck management requires that employees, customers, contractors, and visitors entering the data centers are required to provide government-issued photo identification or a permanent OneNeck issued badge prior to entering the facilities. Visitor logs are maintained and archived for a minimum of 90 days to document visitor activity at the data center. The data centers utilize a dual-factor access control system at the entrances that require a badge access card and biometric credential for entry. Access control systems are configured to retain activity logs for the data centers for a minimum of 90 days. Surveillance cameras are in place to monitor and record access to and within the data centers. Surveillance cameras are located along the buildings' perimeters and within the data centers. Digital surveillance systems are configured to retain video footage for the data centers for a minimum of 90 days. Customer equipment within the data centers are maintained in locked cages or cabinets.

Environmental Security

Control Objective: Control activities provide reasonable assurance that critical information technology infrastructure is protected from certain environmental threats.

To guide personnel in the matters pertaining to data center management and emergency power, fire suppression, and HVAC procedures, environmental security policies and procedures are in place and available. Fire detection and suppression equipment, HVAC systems, UPS systems, generators, and other mechanisms are in place at the data centers to maintain the environment. Third party specialists inspect the operating effectiveness of this aforementioned equipment in accordance with each data centers predefined schedule. In order to monitor the temperature, fire detection and suppression systems, HVAC units, generators, electrical systems, and other environmental components, Building Monitoring System (BMS) solutions are employed or facilities personnel manually perform data center walkthroughs. Each BMS is configured to notify data center staff via e-mail or SMS alert when predefined thresholds are exceeded.

INFORMATION AND COMMUNICATION SYSTEMS

Relevant Information

Information is necessary for OneNeck to carry out internal control responsibilities to support the achievement of its objectives related to the information technology general controls system for Colocation Services. Management obtains or generates and uses relevant and quality information from both internal and external sources to support the functioning of internal control; upholding the operation of IT general controls as well as business and service controls to support the customer base.

Communication

OneNeck utilizes various methods of communication to help ensure employees understand their individual roles and company controls, as well as to guarantee significant events are communicated timely. Time sensitive information is communicated verbally and by e-mail to employees. The owners and team managers hold regular staff meetings as needed. Furthermore, employees receive written position descriptions that clearly define roles, responsibilities and expectations.

OneNeck communicates with their clients on a routine basis. Each client organization designates account managers who are responsible for maintaining up-to-date lists of users who require access to the facility. The account managers are the only persons who are able to authorize additional users to have access to the client's equipment in the facility.

MONITORING

Monitoring Activities

OneNeck's management performs monitoring activities in order to continuously assess the quality of internal control over time. Continuous monitoring activities and necessary corrective actions are taken as required to correct deviations from company policies and procedures. This process is accomplished through ongoing monitoring activities and separate evaluations.

OneNeck has implemented various monitoring tasks and procedures that include, but are not limited to, the following:

- Required check-in procedure: a secured check-in procedure verifies authorized customer access to their respective colocation area
- Security cameras: security cameras are in place throughout the data center facility to enable monitoring 24 hours per day of the colocation areas
- BMS: in place that controls and monitors the building's mechanical and electrical equipment

The OneNeck support center is continually monitored by a staff of network professionals committed to maintaining stable facility operations, including physical and environmental control systems. OneNeck support staff is available 24 hours per day to help ensure incidents or system issues are identified and resolved.

Ongoing Monitoring

The OneNeck support center provides immediate proactive first-level monitoring and escalations for issues related to system availability. Alerts, customer-submitted tickets, and customer-updated tickets are responded to, based on established SLA.

The support center maintains and provide a comprehensive standard operating procedure (SOP) guide, which details methods and procedures used by personnel for each aspect of their interaction with respect to the colocation facility. Details provided within the SOP address the following:

- Responding to customer requests and validation of such requests
- Procedures on documenting issues and requests
- Emergency response procedures
- Procedures for escalation of issues
- Understanding of systems used to track and monitor the integrity of the colocation facility

OneNeck utilizes an enterprise ticketing platform for tracking of incidents from initiation through resolution. Defined incident guidelines are in place to prioritize incidents by severity in order to facilitate timely resolution of identified issues. The incident management application provides the ability to perform event correlation in order to identify repeated incidents and help ensure long-term resolution of issues.

The support center validates customer inquiries and requests to a pre-approved customer contact list. The support center will only support those members on the authorized access list documented for the customer's company and will not accept calls, provide troubleshooting assistance or interface, in any manner, with parties other than the customer, regardless of whether such parties have purchased services from the customer. It is the customer's responsibility to update or verify any changes in the authorized access list.

Customer requests are prioritized by support center management, in accordance with documented severity classification procedures, based on severity and customer impact significance.

Separate Evaluations

Management has implemented a self-assessment program to evaluate the performance of specific control activities and processes over time and confirm that the in-scope controls were consistently applied as designed, including whether manual controls were applied by individuals who have the competence and authority. As a result of management's risk analysis process, each control activity within scope has been assigned a risk level associated with the assessed level of risk it is intended to mitigate. Controls that serve to mitigate multiple risks are assigned the highest level of assessed risk among the pertinent risks.

Management has determined that each risk assignment or category, will require structured inquiry, observation, inspection, or sample testing, or a combination of the aforementioned, based on the assigned risk level and the nature of the control, whether automated or manual, and the frequency of application (e.g., constant, daily, weekly, quarterly, etc.) For manual controls, the self-assessment is performed by a secondary individual different

from the individual that primarily applies the control; additionally, subordinates do not evaluate the application of manual controls performed by their supervisors or managers.

Internal and External Auditing

OneNeck supports many user entities in their efforts to meet the regulatory demands of their industry or governing agency. OneNeck has assisted user entities in successfully meeting the requirements of many certifications and regulatory demands, including:

- Type 1 and Type 2 SOC 1 examinations
- Type 1 and Type 2 SOC 2 examinations
- Environmental health and safety
- Health Insurance Portability and Accountability Act (HIPAA)
- Payment Card Industry Data Security Standard (PCI DSS)
- Sarbanes-Oxley (SOX)

Reporting Deficiencies

Customer issues are tracked extensively, and calls are logged in an internal tracking system. Customer calls are handled by the team member and if necessary, a member of the OneNeck management team must contact the client within 24 hours of the call for follow up.

COMPLEMENTARY CONTROLS AT USER ENTITIES

OneNeck’s data center hosting services system is designed with the assumption that certain controls will be implemented by user entities. Such controls are called complementary user entity controls. It is not feasible for all of the control objectives related to OneNeck’s data center hosting services system to be solely achieved by OneNeck’s control activities. Accordingly, user entities, in conjunction with the data center hosting services system, should establish their own internal controls or procedures to complement those of OneNeck.

The following complementary user entity controls should be implemented by user entities to provide additional assurance that the specified control objectives described within this report are met:

Control Activities Expected to be Implemented at User Entities	Related Control Objective
User entities are responsible for determining the necessary levels of facility access for their personnel, as defined in their contracts.	Physical Security
User entities are responsible for immediately notifying OneNeck of facility access level change requests through their assigned account coordinator(s).	Physical Security
User entities are responsible for ensuring access to OneNeck’s facility is only granted to authorized personnel and that access logs are reviewed on a periodic basis.	Physical Security
User entities are responsible for the physical security of their systems within OneNeck e’s data center.	Physical Security

SECTION 4

TESTING MATRICES

TESTS OF OPERATING EFFECTIVENESS AND RESULTS OF TESTS

Scope of Testing

This report on the controls relates to the Colocation Services system provided by OneNeck. The scope of the testing was restricted to the Colocation Services system considered to be relevant to the internal control over financial reporting of respective user entities. Schellman & Company, LLC (Schellman) conducted the examination testing over the period January 1, 2017, through December 31, 2017.

Tests of Operating Effectiveness

The tests applied to test the operating effectiveness of controls are listed alongside each of the respective control activities within the Testing Matrices. Such tests were considered necessary to evaluate whether the controls were sufficient to provide reasonable, but not absolute, assurance that the specified control objectives were achieved during the review period. In selecting the tests of controls, Schellman considered various factors including, but not limited to, the following:

- The nature of the control and the frequency with which it operates;
- The control risk mitigated by the control;
- The effectiveness of entity-level controls, especially controls that monitor other controls;
- The degree to which the control relies on the effectiveness of other controls; and
- Whether the control is manually performed or automated.

The types of tests performed with respect to the operational effectiveness of the control activities detailed in this section are briefly described below:

Test Approach	Description
Inquiry	Inquired of relevant personnel with the requisite knowledge and experience regarding the performance and application of the related control activity. This included in-person interviews, telephone calls, e-mails, web-based conferences, or a combination of the preceding.
Observation	Observed the relevant processes or procedures during fieldwork. This included, but was not limited to, witnessing the performance of controls or evidence of control performance with relevant personnel, systems, or locations relevant to the performance of control policies and procedures.
Inspection	Inspected the relevant audit records. This included, but was not limited to, documents, system configurations and settings, or the existence of sampling attributes, such as signatures, approvals, or logged events. In some cases, inspection testing involved tracing events forward to consequent system documentation or processes (e.g. resolution, detailed documentation, alarms, etc.) or vouching backwards for prerequisite events (e.g. approvals, authorizations, etc.).

Sampling

Consistent with American Institute of Certified Public Accountants (AICPA) authoritative literature, Schellman utilizes professional judgment to consider the tolerable deviation rate, the expected deviation rate, the audit risk, the characteristics of the population, and other factors, in order to determine the number of items to be selected in a sample for a particular test. Schellman, in accordance with AICPA authoritative literature, selected samples in such a way that the samples were expected to be representative of the population. This included judgmental selection methods, where applicable, to ensure representative samples were obtained.

System-generated population listings were obtained whenever possible to ensure completeness prior to selecting samples. In some instances, full populations were tested in cases including but not limited to, the uniqueness of the event or low overall population size.

Test Results

The results of each test applied are listed alongside each respective test applied within the Testing Matrices. Test results not deemed as control deviations are noted by the phrase "No exceptions noted." in the test result column of the Testing Matrices. Any phrase other than the aforementioned constitutes a test result that is the result of non-occurrence, a change in the application of the control activity, or a deficiency in the operating effectiveness of the control activity. Testing deviations identified within the Testing Matrices are not necessarily weaknesses in the total system of controls at user entities, as this determination can only be made after consideration of controls in place at user entities, and other factors.

PHYSICAL SECURITY

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that business premises and information systems are protected from unauthorized access, damage and interference.

#	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
1.01	Physical security policies and procedures are in place to guide personnel in the following areas: <ul style="list-style-type: none"> Data center access for employees, contractors and visitors Security monitoring Security assessments and access reviews 	Inspected the physical security policies and procedures to determine that physical security policies and procedures were in place to guide personnel in the following areas: <ul style="list-style-type: none"> Data center access for employees, contractors and visitors Security monitoring Security assessments and access reviews 	No exceptions noted.
1.02	Administrator access to the badge access systems at the data centers is restricted to user accounts accessible by authorized personnel.	Inspected the data center badge access system administrator accounts to determine that administrator access to the badge access systems at the data centers was restricted to user accounts accessible by authorized personnel.	No exceptions noted.

#	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
1.03	Requests for the issuance and modification of permanent physical access privileges for employees are documented on a standard access request form and require the approval of a manager.	Inquired of OneNeck facilities personnel regarding data center access procedures to determine that requests for the issuance and modification of permanent physical access privileges for employees were documented on a standard access request form and required the approval of a manager.	No exceptions noted.
		Inspected the physical access request forms for a sample of employees hired during the review period and granted data center badge access to determine that requests for the issuance and modification of permanent physical access privileges were documented and approved on a standard access request form for each employee sampled.	No exceptions noted.
1.04	Access to the data centers is revoked as a component of the employee termination process.	Inspected the access revocation tickets and the data center badge access listings for a sample of employees terminated during the review period to determine that access to the data centers was revoked as a component of the employee termination process for each employee sampled.	No exceptions noted.
1.05	Employees, customers, contractors, and visitors entering the data centers are required to provide valid government-issued photo identification or a permanent OneNeck issued badge prior to entering the facilities.	Inquired of OneNeck facilities personnel regarding data center access procedures to determine that employees, customers, contractors and visitors entering the data centers were required to provide valid government-issued photo identification or a permanent OneNeck issued badge prior to entering the facilities.	No exceptions noted.
		Observed the access procedures at the data centers to determine that employees, customers, contractors, and visitors were required to provide valid government-issued photo identification or a permanent OneNeck issued badge prior to entering the facilities.	No exceptions noted.

#	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
1.06	Visitor logs are maintained and archived for a minimum of 90 days to document visitor activity at the data centers.	Inspected data center visitor logs dated during the review period to determine that visitor logs were maintained and archived for a minimum of 90 days to document visitor activity at the data centers.	No exceptions noted.
1.07	The data centers utilize a dual-factor access control system at the data center entrances that requires a badge access card and biometric credential for entry.	Observed the entrances at the data centers to determine that a dual-factor access control system was utilized at the data center entrances that required a badge access card and biometric credential for entry.	No exceptions noted.
1.08	Access control systems are configured to retain activity logs for the data centers for a minimum of 90 days.	Inspected access control system activity logs dated during the review period to determine that access control systems were configured to retain activity logs for the data centers for a minimum of 90 days.	No exceptions noted.
1.09	Surveillance cameras are in place to monitor and record access to and within the data centers. Surveillance cameras are located along the building perimeters and within the data centers.	Observed the surveillance cameras located throughout the data centers to determine that surveillance cameras were in place to monitor and record access along the building perimeters and within the data centers.	No exceptions noted.
		Inspected digital surveillance system images dated during the review period to determine that surveillance cameras were utilized to monitor and record access.	No exceptions noted.
1.10	Digital surveillance systems are configured to retain video footage for the data centers for a minimum of 90 days.	Inspected digital surveillance system images dated during the review period for the data centers to determine that digital surveillance systems were configured to retain video footage for the data centers for a minimum of 90 days.	No exceptions noted.
1.11	Customer equipment within the data centers is maintained in locked cages or cabinets.	Observed the data center facilities to determine that customer equipment within the data centers was maintained in locked cages or cabinets.	No exceptions noted.

ENVIRONMENTAL SECURITY

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that critical information technology infrastructure is protected from certain environmental threats.

#	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
2.01	<p>Security operating policies and procedures are in place to guide personnel in the following areas:</p> <ul style="list-style-type: none"> • Data center procedures • Emergency power procedures • Fire suppression procedures • HVAC procedures 	<p>Inspected the security operating policies and procedures to determine that environmental security policies and procedures were in place to guide personnel in the following areas:</p> <ul style="list-style-type: none"> • Data center procedures • Emergency power procedures • Fire suppression procedures • HVAC procedures 	No exceptions noted.
2.02	<p>A BMS is in place or facilities personnel perform manual walkthroughs to monitor the data centers' environments for predefined thresholds including, but not limited to, the following:</p> <ul style="list-style-type: none"> • Temperature • Fire detection and suppression systems • HVAC units • Generators • Electrical systems 	<p>Inspected BMS monitoring and alerting configurations or completed walkthrough checklists for a sample of dates during the review period for each data center to determine that a BMS was in place or facilities personnel performed manual walkthroughs to monitor the data centers' environments for predefined thresholds including, but not limited to, the following:</p> <ul style="list-style-type: none"> • Temperature • Fire detection and suppression systems • HVAC units • Generators • Electrical systems 	No exceptions noted.
2.03	<p>Fire detection and suppression equipment is in place at the data centers.</p>	<p>Observed the fire detection and suppression equipment at the data centers to determine that fire detection and suppression equipment was in place at each data center.</p>	No exceptions noted.

#	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
2.04	Management ensures that third party vendors inspect the fire detection and suppression systems at a minimum annually following manufacturer's recommendations and organizational standards to verify that the fire detection and suppression systems are in proper working order.	Inquired of the security and telephony administrator regarding the preventative maintenance performed on the environmental equipment to determine that management ensured that third party vendors inspected the fire detection and suppression systems at a minimum annually following manufacturer's recommendations and organizational standards to verify that the fire detection and suppression systems were in proper working order.	No exceptions noted.
		Inspected the most recent third-party vendor preventative maintenance inspection reports to determine that third party vendors inspected the fire detection and suppression systems during the review period.	No exceptions noted.
2.05	HVAC systems are in place at the data centers.	Observed the HVAC systems at each data center to determine that HVAC systems were in place at each data center.	No exceptions noted.
2.06	Management ensures that third party vendors inspect the HVAC systems at a minimum annually following manufacturer's recommendations and organizational standards to verify that the HVAC systems are in proper working order.	Inquired of the security and telephony administrator regarding the preventative maintenance performed on the environmental equipment to determine that management ensured that third party vendors inspected the HVAC systems units at a minimum annually following manufacturer's recommendations and organizational standards to verify that the HVAC systems units were in proper working order.	No exceptions noted.
		Inspected the most recent third-party vendor preventative maintenance inspection reports to determine that third party vendors inspected the HVAC systems units during the review period.	No exceptions noted.

#	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
2.07	UPS systems are in place at the data centers.	Observed the UPS systems at each data center to determine that UPS systems were in place at each data center.	No exceptions noted.
2.08	Management ensures that third party vendors inspect the UPS systems at a minimum annually following manufacturer's recommendations and organizational standards to verify that the UPS systems are in proper working order.	Inquired of the security and telephony administrator regarding the preventative maintenance performed on the environmental equipment to determine that management ensured that third party vendors inspected the UPS systems units at a minimum annually following manufacturer's recommendations and organizational standards to verify that the UPS systems were in proper working order.	No exceptions noted.
		Inspected the most recent third-party vendor preventative maintenance inspection reports to determine that third party vendors inspected the UPS systems during the review period.	No exceptions noted.
2.09	Backup generators are in place at the data centers.	Observed the backup generators at each data center to determine that backup generators were in place at each data center.	No exceptions noted.
2.10	Management ensures that third party vendors inspect the diesel power generators at a minimum annually following manufacturer's recommendations and organizational standards to verify that the diesel power generators are in proper working order.	Inquired of the security and telephony administrator regarding the preventative maintenance performed on the environmental equipment to determine that management ensured that third party vendors inspected the diesel power generators at a minimum annually following manufacturer's recommendations and organizational standards to verify that the diesel power generators were in proper working order.	No exceptions noted.
		Inspected the most recent third-party vendor preventative maintenance inspection reports to determine that third party vendors inspected the diesel power generators during the review period.	No exceptions noted.



Supporting Document 8 – Information Protection Policy

Describes policies for handling information held by the company based on the sensitivity and risk associated with the information. The classification is used to determine access, configuration management procedures, storage and other requirements regarding the information.

Policy

1. Overview

1.1 Purpose

To protect company, client and third-parties from the accidental or malicious release of privileged data, GL Solutions utilizes a number of controls to promote compliance a number of security standards. Generally, GL Solutions follows NIST industry standards to protect confidential and personally identifiable information.

GL Solutions security objectives are to protect the following:

- Client information that includes sensitive data such as credit card numbers, social security numbers, driver's license numbers, and other personal identification information.
- Employee information such as social security numbers, driver's license numbers, and other personal identification information.
- Company information including intellectual property, proprietary business practices, and financial information.

1.2 Applicability

Every system component is classified with an information classification. The classification assigned is the highest information classification for any data held by the system component. Once assigned, the classification is logged to the information inventory. See Policy: Information System Component Inventory.

For example, a database server may have a single database with employee SSN's, which is a type of personally identifying information. There may be other databases on the database server that contain internal task routing information. The database server would be given a classification of the most sensitive data: PII.

1.3 Employment Requirements

1.3.1 Employees receive training (See: Training: Company-Information Protection Training) describing information security policies.

1.3.2 Employee shall comply with these information protection policies.

1.3.3 Employees must cooperate with the security officials.

1.3.4 Employees must report any violation of information protection policies to the Chief Security Officer.

1.3.5 Employees must comply with a resolution team resolution or recommendation.

1.4 Enforcement

1.4.1 Employees who violate a information protection policy are subject to discipline up to and including termination of employment based on the seriousness of the violation, the intentionality of the violation and prior warnings received. Serious violation may subject an employee to termination without notice.

GL Solutions policy is to report all violations of this policy to law enforcement authorities when the event suggests the possibility of criminal wrong doing.

Forms of discipline may include:

- Written reprimand in employee's personnel file
- Retraining on information protection policies
- Termination of employment
- Civil penalties as provided under applicable Federal/State/Local law
- Criminal penalties as provided under applicable Federal/State/Local law

The manager of a person receiving any form of discipline for a violation of this policy must notify the Chief Security Officer when the discipline is initiated, identifying the individual sanctioned and the reason for the sanction.

NOTE: Modifications of this policy may be made only by a Chief Privacy Officer. See Policy: Security Authorization Policy.

2. Information Classification and Protection

2.1. Confidential

2.1.1 Description

Information about individuals or businesses that meets any of the following criteria:

- Entity would reasonably consider secret where sharing is not expressly allowed by law.
- Sensitive authentication data and those systems and segments that directly attach or support cardholder processing, storage or transmission.
- Information which could be used to compromise company or client information systems.

2.1.2 Examples

- Client network or system component information
- Client network username and password
- Client payment processor account numbers, username and passwords
- Client network address, username and password for FTP site other interfaces
- Computer access information including a card, token, code, account number, electronic serial number, mobile or personal identification number, password, encryption key, biometric identifier, remote identification codes, other electronic identifier or other means of account access, including a canceled or revoked access device information
- Proprietary or confidential computer security information: Includes access devices, security practices, methods and systems; architecture; communications facilities; encryption methods; and system vulnerabilities for a specific computer, computer system or computer network. information technology network or pathway diagrams, network asset information related to computer or network security, IP addresses or other information that can be used to identify a system or to enter an access point without authority or in excess of authority
- Critical Infrastructure Information including infrastructure diagrams and related information for systems and assets, virtual or physical,



which are vital to the state or the nation for security, economic security, public health, welfare or safety.

- Information security assessments or risk audits
- Investigations of privacy and security incidents
- Attorney-client and other privileged communications
- Trade Secrets and other intellectual property
- Signatures of company officers and authorities: any copy of likeness of the original "wet" signature
- Credentials for accessing information systems and interfaces that provide PII

2.1.3 Protection

2.1.3.1 Must be stored in a secure network zone or be encrypted.

2.1.3.2 Must be encrypted in transit and at rest. Transmission may not include decryption key or password.

2.1.3.2.1 Encryption in Transit

2.1.3.2.1.1 Data transmitted to and from the application will utilize HTTPS / TLS 1.2.

2.1.3.2.1.2 The cryptographic modules used shall be FIPS 140-2 certified.

2.1.3.2.1.3 TLS 1.2 allowed ciphers are: (6/29/2018)

- * ECDHE-ECDSA-AES256-GCM-SHA384
- * ECDHE-RSA-AES256-SHA384
- * ECDHE-ECDSA-AES256-SHA384
- * ECDHE-ECDSA-AES256-SHA
- * DHE-DSS-AES256-GCM-SHA384
- * DHE-DSS-AES256-SHA256
- * ECDHE-RSA-AES128-GCM-SHA256
- * ECDHE-ECDSA-AES128-GCM-SHA256
- * ECDHE-RSA-AES128-SHA256
- * ECDHE-ECDSA-AES128-SHA256
- * DHE-DSS-AES128-GCM-SHA256
- * DHE-DSS-AES128-SHA256

2.1.3.2.2 Encryption at Rest

2.1.3.2.2.1 SQL Databases will utilize SQL Server Transparent Data Encryption per GL Suite-Administration-Build Databases.

2.1.3.2.2.2 The cryptographic module used shall be FIPS 140-2 certified and use a symmetric cipher key strength of at least 256 bits.

2.1.3.3 Access must be limited to the extent technically feasible with preferences towards securing the data over productivity.

2.1.3.4 Contractors may not be allowed access or potential access to confidential information except under the direct supervision of an employee authorized to access confidential information.

2.1.3.5 Access through a system component must ensure authorization.

2.1.3.6 System components must prevent download or print on personal devices at any designated worksite (e.g. agency location or telework/virtual office site)



2.1.3.7 May be collected only to support a business or client need and must be destroyed when the need no longer exists.

2.1.3.8 Employees must safeguard confidential information in their possession. Violations of this duty include:

- Accessing information that you do not need to know to do your job
- Sharing your computer access codes (user name & password)
- Leaving your computer unattended while you are logged in and your logged in credential could provide access to confidential information
- Sharing confidential information with another employee without authorization
- Copying confidential information without authorization
- Discussing confidential information in a public area or in an area where the unauthorized persons could overhear the conversation
- Discussing confidential information with an unauthorized person
- Unauthorized use or disclosure of confidential information
- Using another person's computer access codes (user name & password)
- Obtaining confidential information under false pretenses
- Using and/or disclosing confidential information for commercial advantage, personal gain or malicious harm

2.1.4 Compromise and Leak Requirements

2.1.4.1 Report the event to the Chief Security Officer immediately and obtain direction.

2.1.4.2 If the Chief Security Officer is not reachable, prevent further compromise by taking measures to disable the suspected system component.

2.2 Personally Identifying Information (PII)

2.2.1 Description

Pieces of information which either alone or in combination with other information could provide the identity of an individual or access to financial information and which is not subject to access by the public under relevant state or federal law. PII includes protections afforded to health related data which must be safeguarded from unauthorized access (See the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rules (45 CFR 164.514(a)(2) (i) and (ii)). PII includes information gathered from a criminal justice information system (CJIS).

2.2.2 Examples

- Date of Birth
- Social Security Number
- Last Name
- Driver's License Number
- Non-operating identification license number
- Financial account number, credit card number, debit card number, charge card number or other transaction account number
- Personnel records including employee name, date of employment, current and previous class titles and dates, name and location of current and previous employers, current and previous salaries and dates of each change, name of employee's current or last supervisor, disciplinary records, disability information, marital status, religion, sexual orientation/gender, employee home address, and telephone number, personal history information, mother's maiden name, finger print records and images, immigration information (Visa,



passport, refugee, travel documents, including photographs), employment authorization documents (I-9, visas, permanent resident cards), citizenship records such as U.S. naturalization forms, taxpayer Information, including tax identification number (Other than SSN)

- Employee Identification Number (EIN), Student Identification Number (FERPA), Military Identification Number, Tax Identification Number (other than SSN)
- Business Entity Information combined in the following manner: The entity's name, address, telephone number, employer identification number, account number or electronic serial number, the identifying number of the entity's depository account or any other information or data that is unique to, assigned to or belongs to the entity and that is intended to be used to access services, funds or benefits of any kind that the entity owns or to which the entity is entitled.
- Photographs

2.2.2.1 HIPPA Examples

The following data elements become PII when combined in a system component with health related information:

- Names (e.g. family, friends or other individuals involved with the care or payment of care regarding the individual)
- All geographic subdivisions smaller than a State, including street address, city, county, precinct, zip code, and their equivalent geocodes, except for the initial three digits of a zip code if, according to the current publicly available data from the Bureau of the Census
- All elements of dates (except year) for dates directly related to an individual, including birth date, admission date, discharge date, date of death; and all ages over 89 and all elements of dates (including year) indicative of such age, except that such ages and elements may be aggregated into a single category of age 90 or older
- Telephone Numbers
- Fax Numbers
- Electronic Mail Addresses
- Medical Record Numbers
- Health Plan Beneficiary Numbers
- Account Numbers
- Certificate/License Numbers
- Vehicle Identifiers and Serial Numbers, including License Plate Numbers
- Biometric Identifiers, including Finger and Voice Prints
- Full Face Photographic Images and any Comparable Images
- Any other unique identifying number, characteristic, or code that could reasonably be used to identify the individual

2.2.2.2 CJIS Examples

- Arrests or detentions
- Convictions
- Case disposition
- Criminal charges
- Judicial
- Federal record identifiers
- State record identifiers
- Mental health admissions and adjudications



- Plea bargains
- Probation
- Correctional facility placement
- Background check status
- Biometric data such as fingerprints, facial recognition, etc.
- Association to a case in any capacity such as a witnesses, etc.
- Property data associated to a case such as a particular vehicle or home
- Case/incident history information such as the history of incidents

2.2.3 Protection

2.2.3.1 Must be stored in a secure network zone or encrypted.

2.2.3.2 Must be encrypted in transit. e.g.: HTTPS or FTPS. Transmission may not include decryption key or password.

2.2.3.2.1 Encryption in Transit

2.2.3.2.1.1 Data transmitted to and from the application will utilize HTTPS / TLS 1.2.

2.2.3.2.1.2 The cryptographic modules used shall be FIPS 140-2 certified.

2.2.3.2.1.3 TLS 1.2 allowed ciphers are: (6/29/2018)

- * ECDHE-ECDSA-AES256-GCM-SHA384
- * ECDHE-RSA-AES256-SHA384
- * ECDHE-ECDSA-AES256-SHA384
- * ECDHE-ECDSA-AES256-SHA
- * DHE-DSS-AES256-GCM-SHA384
- * DHE-DSS-AES256-SHA256
- * ECDHE-RSA-AES128-GCM-SHA256
- * ECDHE-ECDSA-AES128-GCM-SHA256
- * ECDHE-RSA-AES128-SHA256
- * ECDHE-ECDSA-AES128-SHA256
- * DHE-DSS-AES128-GCM-SHA256
- * DHE-DSS-AES128-SHA256

2.2.3.3 May only be shared with the owner's permission.

2.2.3.4 Employees may not access client PII, e.g.: licensee SSNs.

2.2.3.4.1 Exceptions

2.2.3.4.1.1 to convert or promote data, and then only for the briefest period necessary to perform the technical activity

2.2.3.4.1.2 to perform a security role (See Policy: Security Authorization Policy)

2.2.3.4.1.3 for management to verify the performance of team member

2.2.3.4.2 Team members needing access to PII to reproduce a defect that cannot be reproduced in a scrubbed environment must use desktop sharing software and ask the client to demonstrate the issue.

2.2.3.5 Contractors may not be allowed access or potential access to PII except under the direct supervision of an employee authorized to access PII.

2.2.3.6 May be collected only to support a business or client need and must be destroyed when the need no longer exists.

2.2.3.7 Client GL Suite software applications are subject to the restrictions in Policy: Client Data Access and Security in GLSuite6.

2.2.3.8 Employees must safeguard confidential information in their possession. Violations of this duty include:

- Accessing information that you do not need to know to do your job
- Sharing your computer access codes (user name & password)
- Leaving your computer unattended while you are logged in and your logged in credential could provide access to PII
- Sharing PII with another employee without authorization
- Copying PII without authorization
- Discussing PII in a public area or in an area where the unauthorized persons could overhear the conversation
- Discussing PII with an unauthorized person
- Unauthorized use or disclosure of PII
- Using another person's computer access codes (user name & password)
- Obtaining PII under false pretenses
- Using and/or disclosing PII for commercial advantage, personal gain or malicious harm

2.2.4 Compromise and Leak Requirements

2.2.4.1 Report the event to the Chief Security Office immediately and obtain direction.

2.2.4.2 If the Chief Security Officer is not reachable, prevent further compromise by taking measures to disable the suspected system component.

2.3. Public Information

2.3.1 Description

This includes information that is not confidential and is not personally identifiable unless required as part of a person's licensure.

2.3.2 Examples

- Licensee verification data such as a licensee's name and license number be displayed on a License Verification website.

2.3.3 Protection

2.3.3.1 May only be shared with the owners permission.

3. Privacy and Information Protection Plan

3.1 Processes for Conducting Privacy Risk Assessments

GL Solutions employs a comprehensive knowledge and workflow management system which directs the activities of all employees for all key processes. The systems set standards, policies and authority for the execution of nearly every activity in the company including polices related to position design, security, classification and handling of information, modifications to information system components, etc. The systems further specify the authority and responsibilities of all positions within the company.

Modification to a system component, policy, procedure, position, etc., may only occur through the Strategy\Product Management\Product Development process (PDM). See How To: Process Development Design, How To: Catalog



Development Design, How To: Technical Development Design, How To: Core Software Development Design, and How To: Process Continuous Improvement Requests. The PDM requires that a Information Protection Assessment (IPA) be complete during the design of changes. The IPA directs the Chief Security Officer to assess potential risks and prescribe policy and procedure controls to ensure the security of data based on the information classification. See How To: Information Protection Assessment.

3.2 Guidance for Conducting Privacy Impact Assessments

The IPA directs the Chief Security Officer to assess potential risks and prescribe policy and procedure controls to ensure the security of data based on the information classification. See How To: Information Protection Assessment.

3.3 Privacy Training and Awareness Requirements

Annually, the workflow management system automatically creates a task for the Administration Department to retrain all employees using the curriculum Training: Company-Information Protection Training.

3.4 Requirements for Contractors Processing Confidential and PII Information

Contractors may access company information system only under the direct and continuous supervision of a employee with authority to access such information. See Policy: Security Authorization Policy and Policy: Information Protection.

3.5 Plans for Eliminating Unnecessary Confidential and PII Information

Company employs a standard policy and procedure for the destruction of unnecessary data. See Policy: Media Protection.

3.6 Measuring Performance Goals and Objectives for Implementing Identified Privacy Controls

Company creates workflow management tasks automatically to assess the effectiveness of information protection controls through the Information Technology Auditor. See Policy: Security Authorization Policy and How To: SalesCon-Automatically Created Tasks.

Supporting Document 9 – Best Practices

Vision (Our Why)

GL Solutions provides a place for extraordinarily talented friends to struggle, learn and grow together, while building something bigger than themselves.

Mission (Our What)

GL Solutions empowers government agencies by providing innovative and high-quality software and services through a team of passionate employees committed to growth and excellence.

Values (Our How)

Act with honesty and integrity

People at GL Solutions tell the truth and do what they say. Their actions and values are consistent with one another. People candidly address office and personality problems. People communicate good and bad news alike. Gossip, office politics, and habitual grumbling are considered forms of lying.

Cultural Expressions of this Value

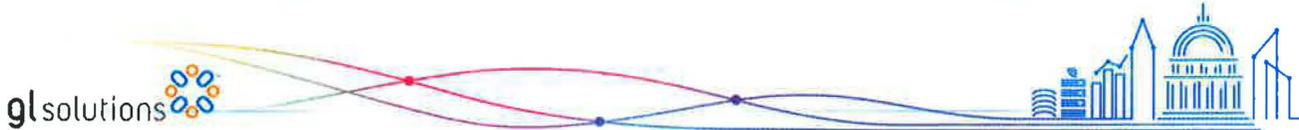
- Compassionate, Courageous Confrontation (Expression Type(s): Relationships)
 - We stand up for our culture and are willing to confront our fellow GLS employees in a productive way when we observe serious violations of core values, or actions detrimental to the success of our clients.
- All have ownership of their work (Expression Type(s): Attitudes)
 - This includes commitment, maturity, presence, personal responsibility, fully embracing the Vision, Mission and Values, and caring for the client, for each other, and for GLS.
- Transparency - knowing "why" and giving perspective (Expression Type(s): Values)
 - Managers and team members know the importance of providing perspective or background on decisions.
- Professional Respect (Expression Type(s): Values)
 - We respect each other and our clients in everything we do.
- Positive Assumptions (Expression Type(s): Assumptions)
 - We have confidence that all employees, managers and team members alike, have employee, company and our client's best interests at heart, and will strive to make decisions that will benefit us as a whole.

Doing things right

GL Solutions employees invest a part of their life into the work they produce. When you spend a part of your life working, the results had better be good. People take personal pride in a job well done. GL Solutions' employees like for things to be done the best they can be, the first time. Half-completed or sloppy work has no place at GL Solutions.

Cultural Expressions of this Value

- Committed to do the moral thing over the system (Expression Type(s): Relationships, Work Environment, Paradigms)
 - Although we highly value our systems and processes, in rare instances when they get in the way of doing the "right" thing, we opt to do the right thing instead of blindly adhering to a process that will not work in the situation.
- Value the Systems (Expression Type(s): Work Environment)
 - We value systems and do our best to adhere to them and maximize their positive results because they enable us to work together to produce quality outcomes.
- Innovative solutions (Expression Type(s): Work/Life Balance, Paradigms)
 - We never stop in our pursuit to find better solutions for clients and each other.
- CI systems - always improve what you're doing (Expression Type(s): Work Environment, Values, Standards)
 - We are committed to continuous improvement and work every day toward improving our processes.



- Reinforce standards (Expression Type(s): Attitudes, Standards)
 - Standards drive our work and, where they do not exist, we proactively create them.

Make customers happy

GL Solutions builds long-lasting, deep relationships with our clients. We know their voice when they call. We know where they went on vacation. GL Solutions wants customers to have a friend at GL Solutions they can count on to provide the right solution. When a client needs something extra, GL Solutions goes the distance to satisfy them. We do whatever it takes to be a loyal partner.

Cultural Expressions of this Value

- Guiding the client (Expression Type(s): Relationships, Standards)
 - We proactively and enthusiastically guide the client towards solutions that make their life better, and look for ways to continuously strengthen our relationship with them.
- Meet or exceed client expectations (Expression Type(s): Relationships, Standards)
 - We live up to our client commitments, every time, no excuses.
- Predictability (Expression Type(s): Standards)
 - We are reliable and consistent both with our coworkers and clients, and take pride in the fact that we can always be counted on to do what is necessary for a positive result in a given situation.

Succeeding as a team

GL Solutions employees treat their customers and coworkers like extended family. When a team member needs some help, employees take the time to help – even if that means overtime for them. The team works to get a job done, whatever it takes. Our commitment to succeed derives from a personal commitment to be loyal and dependable for our friends.

The relationship between the company and employees compares to a professional friendship. Loyalty, mutual respect, trust, and a desire to see each other succeed are essential. Employees at GL Solutions correctly assume that good work is rewarded. Justice underlies the trusting relationship between employee and employer.

Cultural Expressions of this Value

- Explain Expectations (Expression Type(s): Relationships, Work Environment)
 - We set realistic expectations with clients and fellow employees, and we clearly communicate them.
- Commitment to my fellow workers and clients (Expression Type(s): Relationships, Attitudes)
 - We proactively help each other and clients without being asked, even when that means overtime or extra work.
- Embracing change (Expression Type(s): Work Environment, Attitudes, Values, Standards)
 - We embrace the continuous improvement process and the positive change it brings.
- Courageous leadership - internal and external (Expression Type(s): Values)
 - We are all leaders. We proactively seek opportunities to lead internally, whether we are a manager or a team member. We extend our leadership to client relationships, helping to guide them down the best path.
- Work until it's done! (Expression Type(s): Work/Life Balance, Standards)
 - We prioritize client and company needs over our own, and we don't leave when critical work is left undone.
- Active Collaboration (Expression Type(s): Work Environment, Standards)
 - Collaboration happens regularly and effortlessly within our teams. We seek to help and support each other, and we know we can achieve more as healthy teams working together rather than a grouping of independent individuals.

Focusing on strengths

GL Solutions believes in each person's natural gifts. We help people learn about themselves and encourage people to use self-knowledge to grow. We try to align talent by giving people a chance to do things they are very likely to be successful doing. The company values inherent talent and giftedness as senior partners to knowledge, skills, and abilities. Employees are real people, not human resources.

Cultural Expressions of this Value



- **Personal Growth (Expression Type(s): Relationships, Work Environment, Attitudes, Values)**
 - We continually look for ways to grow in leadership, technical knowledge, expertise, self-awareness, and as friends working together.
- **Opportunities for feedback (Expression Type(s): Relationships, Work Environment)**
 - We provide opportunities for constructive personal and professional feedback, and welcome suggestions for improvement.
- **Work smarter, and harder (when necessary) (Expression Type(s): Work/Life Balance, Values, Paradigms)**
 - We like to work hard as a way to challenge ourselves and push our limits, while also seeking efficiency to support periods of rest and reflection that allow for rejuvenation and creativity.
- **Systematic and organized by choice (Expression Type(s): Work Environment, Attitudes, Paradigms)**
 - We recognize that following systems and being highly organized are valuable assets in our particular line of work, and we use these to our advantage.



Supporting Document 10 – Sample Contract

Compliance Tracker Software Agreement

a) **General Terms**

1. Parties. Parties to this Compliance Tracker Software Agreement (“Contract”) include Commercial Compliance, LLC, an Oregon limited liability company (“Company”), and _____, an _____ corporation (“Licensee”).

2. Contract Execution. This Contract shall be executed by Company and Licensee upon the first occurrence of either 1) agent of Licensee enters credentials into Software (“Click-Thru Agreement”) OR 2) Company and Licensee execute this document by signature below. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one agreement which is binding upon all the parties hereto, notwithstanding that all parties are not signatories to the same counterpart.

3. Contract Incorporation. If this Contract was submitted with an offer from Company in response to Licensee’s request for proposals, Company intends for the offer to be contingent upon acceptance by Licensee of the terms of this Contract. This Contract and all rights and obligations of the parties hereunder and all rights and obligations of the parties shall be governed by, and construed and interpreted in accordance with, the laws of the State of Oregon applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.

4. Contract Modifications. If executed by Click-Thru Agreement, Company may modify this Contract with 90-days’ notice to Licensee. Company shall provide notice of contract modifications by adding the words “New Contract Effective {mm/dd/yy}” to the credential log in page with an applicable date (“New Contract Effective Date”) not less than 90 days prior to the effective date of the modified Contract. Licensee may reject contract modifications by notifying Company in writing of the rejection. In the event of rejection, the contract shall expire on the date posted for the New Contract Effective Date. This Contract may also be amended by a written agreement executed by a means defined in this Contract.

5. Contract Term. This Contract shall be effective on the date this Contract has been fully executed, and shall expire concurrently upon the expiration of all Software Support Plans.

6. Contract Scope. The scope of this Contract includes Compliance Tracker Software and Software Support products and services as described in this Contract. Contract terms in this “General Terms” section apply to the entire scope of the Contract.

7. Project Management Tools. Company and Licensee agree to use GL Portal, an online, web-based project management system developed by Company to store project deliverables, communicate schedules, provide acceptance of specifications and other deliverables, answer clarifications, report defects, and provide notifications.

(a) Company will issue Licensee a unique login and access to GL Portal for each person authorized by Licensee.

(b) Licensee will authorize Company to grant GL Portal access only to Licensee agents with authority to act on behalf of Licensee.

(c) Company shall utilize Microsoft Word, Excel, PowerPoint and Visio to develop written project documents.

(d) Company shall provide project management forms for acceptance, deliverable review reporting defects, etc. No other project management software or forms shall be used.

8. Specification and Document Deliverable Review. Company shall create specifications and other documentation, such as project management documents, training, and software documentation, to support the Software Support Plan services as described in this Contract.

(a) Company shall submit specifications and documentation to Licensee for acceptance using GL Portal. Company shall specify which contract requirements are met by the specification or documentation.

(b) Licensee shall review the specification or documentation to determine whether the document, if developed per the specification, fulfills the contract requirement specified by Company.

(c) Licensee shall respond to Company's request for approval by:

i. Accepting the submitted specification or documentation within seven calendar days,

ii. Rejecting the specification or documentation within seven calendar days, or

iii. Not responding to the Acceptance request within seven calendar days. Not responding to the Acceptance request within seven calendar days constitutes Licensee's Acceptance of the specification or documentation.

(d) If the specification or documentation does not conform to the Contract, Licensee shall notify Company using GL Portal and forms provided by Company specifying the specific contract exceptions which cause the specification or documentation to be unacceptable. All such deficiencies within the specification or documentation must be noted during Licensee's initial review of the specification or documentation.

(e) Company shall correct the deficiencies and resubmit the specification or documentation within seven days from the notice of deficiency.

(f) Licensee shall have seven calendar days to re-inspect, test and reevaluate the resubmitted specification or documentation to determine whether deficiencies initially noted are corrected.

(g) Additional cycles may be added until all deficiencies initially noted are corrected.

(h) During any re-inspection by Licensee, the Licensee may not report any new deficiency not reported during the initial rejection of the specification or documentation.

(i) Acceptance of a specification or documentation constitutes acceptance that Company's development and implementation of the software according to the specification or documentation satisfies Company's performance obligations with respect to the corresponding contract requirement identified. Acceptance of a software deliverable constitutes acceptance that the Software performs as specified.

9. Delivery. Delivery of a project artifact, deliverable or software occurs upon any of the earliest of any of the following events:

(a) Delivery scheduled in a project plan, Goal and Scope Document, Management Plan, UAT Plan,

(b) Notification of delivery in GL Portal, or

(c) Actual notification of delivery by email or phone.

10. Acceptance. Any the following conditions constitute acceptance (“Acceptance”) of a project document, specification, software, sub-deliverable or deliverable by Licensee, in the form delivered by Company:

(a) Written acceptance by Licensee;

(b) Production use of the software (or, as applicable, Software Support deliverable) in a live environment;

or

(a) Failure to test, inspect and report specific defects regarding the Software or any contract deliverable within seven calendar days after delivery notification by Company to Licensee.

11. Project Management Methodology – Software Support shall be provided using the project management methodology described in this section.

(a) Client specific software functionality required by this contract shall be defined through a process of refinement. Each deliverable shall refine a more general level of detail. When determining software functionality required by this contract, the following documents shall have precedence in the order listed:

- i. Specifications including detailed design documents such as Self-Documenting Specifications, Report, Correspondence and Screen Designs, Web Page Specifications, and Security Specifications
- ii. Business Process Design or Web Site Design
- iii. Goal and Scope Document
- iv. Change Requests
- v. Contract, as amended
- vi. Company’s Offer, as amended
- vii. Licensee’s RFP, as amended

(b) Within 30 days following contract execution, Licensee and Company shall accept a Goal and Scope Document, which identifies business processes, interfaces, outputs and legacy data sources required by Licensee. Additional Goal and Scope Documents shall be generated as needed to fulfill requests for Software Support projects requested by Licensee. Goal and Scope documents shall state the cost for requested Software Support services. Upon Acceptance, Company shall rely upon the Goal and Scope Document to Guide Company’s performance. The Goal and Scope Document shall be an amendment to this contract upon Acceptance.

(c) Within 30 days following contract execution and at least annually thereafter, Licensee and Company shall Accept a Management Plan, which describes the project management methodology including scope, schedule, change, risk, deliverable review, communication management, testing and training activities. The Management Plan shall be an amendment to this contract upon Acceptance.

12. Licensee’s Duties. Licensee shall provide the services identified in the Management Plan and those listed in this section, as applicable to each Software Support service. Licensee agrees that Company’s performance is dependent upon Licensee’s timely and effective cooperation with Company. Accordingly, Licensee acknowledges that any delay by Licensee waives the requirement for Company’s timely performance; waives Licensee’s rights to liquidated damages, if any; may cause delay in the overall completion of the Software Support services; and, may result in additional Software Support services being required to accomplish the deliverable(s).

(a) Subject Matter Expertise - Licensee shall provide all necessary staff required by Company to assist Company with the design. Staff shall possess subject matter expertise on Licensee’s operations and business requirements.

(b) Change Management – Licensee shall provide all executive and management oversight necessary to redirect or redefine the use of resources, business process, budget allocations, or other modes of operation necessary to ensure the effective and smooth delivery of Software Support services. Licensee’s change management responsibilities shall include, but not be limited to:

i. Licensee will use management resources to mitigate any resistance from employees and align them to overall project objectives. The leading risk to software installations is inadequate personnel leadership and supervision.

ii. Licensee will provide effective communication that informs project stakeholders of the reasons for the change, the benefits of successful implementation as well as the details of the change.

(c) Design – Licensee shall allocate necessary staff resources to provide detailed business requirement descriptions, review deliverables, and answer clarifying business requirement questions in accordance with the Management Plan.

(d) Communication Management - An employee of Licensee with direct supervisory authority over Software users shall attend all project management status meetings throughout the project.

(e) Training – Licensee shall require training attendance and participation by named users. Licensee shall provide one or more employees with responsibility for retraining users and providing personal direction to employees requiring additional assistance.

(f) UAT - Licensee shall conduct testing by following written process instructions and flow diagrams provided by Company and developed for each business process identified in the Goal and Scope Document. Licensee shall allocate necessary staff resources to complete testing.

13. Payments. Unless otherwise specified in this contract, payments are due prior to the first day of any Software Support service. Irrespective of any language on or accompanying a payment, Company shall apply all payments received to the oldest invoice due unless the Licensee formally rejects acceptance of the software or service corresponding to the oldest invoice in accordance with the terms of this Contract. Company may, at Company’s sole discretion, prorate fees to coincide with the end of a calendar quarter.

(a) Payment Obligation Absolute. Licensee’s obligations under this Contract, including the obligation to pay license fees unabated, shall continue in full force and effect regardless of any inability of Licensee to use the Software because of war, governmental regulations, or strikes, unless for breach of contract or warranty.

(b) Should Licensee fail to pay any amount required hereunder to be paid by Licensee to Company, Licensee shall pay unto the Company interest on the unpaid amount of such delinquent payment at the rate of eight percent (8%) per annum from the date such payment was due until it is paid in full, or, in the event such rate exceeds that which is permitted by applicable law, the highest permissible rate. Company may stop delivery of any Software Support service if the Licensee fails to make timely payment.

14. Assignments by Company. Any and all rights and interests of Company under this Contract may be assigned, either in whole or in part, without notice to Licensee, and Licensee agrees that its rights under this Contract are expressly subject and subordinate to any and all security interests which may now or hereafter be placed by Company or its assigns upon the Software. All references in this subparagraph to assignment shall be deemed also to include any pledge, mortgage, transfer or other disposition. Subject always to the foregoing provisions of this section, this Contract shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties hereto and, where appropriate, their heirs, legatees and personal representatives. The



Company will provide Licensee with no less than a ninety (90) calendar day notice of impending cessation of its business.

15. Warranties.

(a) Software Warranty - Company warrants that Company has the full power and authority to grant the rights granted Licensee hereunder with respect to the Software, and neither the license or use by Licensee of the Software, as permitted under this License, will in any way constitute an infringement or other violation of any copyright, patent, trade secret, trademark or any other intellectual property right of any third party.

i. In the event Software requires updating due to Federal, State statutory or regulatory requirements affecting Licensee, the Company's Software development department shall give its highest priority to the implementation of such updates, but Company does not warrant that all such updates will be completed, or that any updates will be completed by a certain time.

ii. In the event that the Software is, in the opinion of the Company, likely to or does become the subject of a claim for copyright or other intellectual property rights infringement, Company may, at its option and expense, either (1) procure for Licensee, the right under such third-party rights to use the Software; or (2) replace or modify the Software, or parts thereof, with other suitable and reasonable equivalent technology so that the Software becomes non-infringing; or (3) if it is not commercially reasonable to take actions specified in (1) and (2) immediately preceding, terminate this Contract.

(b) Software Service Warranty - For a period of ninety (90) days following Acceptance by Licensee (the "Warranty Period"), Company warrants that a Software Service, except Hosting Services, will function in material conformity with Accepted specifications, and will be free from material defects in operational performance. Company will cure all breaches of the foregoing warranty reported in GL Portal by Licensee during the Warranty Period even if the period to perform such corrective action extends beyond the Warranty Period.

(c) Hosting Service Warranty - Licensee assumes total responsibility for Licensee's use and users' use of the Software on any equipment provided by Company, if any, and the Internet. Licensee understands and agrees further that the Internet is accessible by persons who may attempt to breach the security of Company and/or Licensee's networks. Company has no control over and expressly disclaims any liability or responsibility whatsoever for such actions and Licensee and Licensee's end users access the service at Licensee's own risk. Hosting Services provided by Company are provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, merchantability or fitness for a particular purpose. No advice or information given by Company, its affiliates or contractors or their respective employees, create a warranty. Some states do not allow the limitation of implied warranty, and therefore certain provisions may not apply to Licensees located in those states.

(d) EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, COMPANY MAKES NO OTHER WARRANTIES OF ANY KIND, AND EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE SUITABILITY OR THE CONDITION OF THE SOFTWARE, OR ITS FITNESS OR SAFETY FOR ANY PARTICULAR PURPOSE OR USE, OR AS TO ITS MERCHANTABILITY. COMPANY MAKES NO WARRANTY REGARDING THE USABILITY OR CONVERTIBILITY OF ANY OF LICENSEE'S DATA, THE SUITABILITY OF THE SOFTWARE FOR LICENSEE'S NEEDS, OR ANY PERFORMANCE PROBLEM, CLAIM OF INFRINGEMENT OR OTHER MATTER ATTRIBUTABLE TO ANY USE OR MODIFICATION OF THE SOFTWARE, OR COMBINATION OF THE SOFTWARE WITH ANY OTHER SOFTWARE OR COMPUTER PROGRAM OR COMMUNICATIONS DEVICE, NOT EXPRESSLY AUTHORIZED BY COMPANY IN WRITING. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL (INCLUDING LIABILITY IN TORT, STRICT OR OTHERWISE) DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE SOFTWARE, THE USE, MISUSE, LOSS OF USE OR SALE THEREOF OR THE DELAY OR FAILURE



OF DELIVERY OF THE SOFTWARE OR FROM ANY OTHER CAUSE WHATSOEVER EVEN IF IT HAS BEEN ADVISED OF SUCH POSSIBILITY. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS CONTRACT SHALL APPLY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION, DEMAND OR ACTION BY LICENSEE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, NEGLIGENCE, TORT OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF THE SUCCESS OR EFFECT OF OTHER REMEDIES. IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY TO LICENSEE UNDER THIS CONTRACT FOR DAMAGES, COSTS, ATTORNEY'S FEES, EXPENSES OR INDEMNITY EXCEED THE TOTAL FEES PAID BY LICENSEE IN THE LAST ONE MONTH TO COMPANY HEREUNDER. LICENSEE HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE THIS CONTRACT TO FAIL OF ITS ESSENTIAL PURPOSE.

16. Contract Termination

(a) Termination – Either party may terminate this Contract with or without cause.

(b) Company's Remedies - In the event Company terminates the Contract for breach by Licensee, Company shall have the right to exercise any one or more of the following remedies:

- i. To sue for and recover all payments, then due or thereafter accruing hereunder;
- ii. To immediately terminate all performance of Software Support;
- iii. To terminate the license as to any or all items of the Software; and
- iv. To pursue any other remedy available at law or in equity.

The foregoing remedies are cumulative and not exclusive or sequential.

(c) Limitation of Liability – In no event shall Company's liability for breach of contract exceed the sum of one month of Software Support fees. This remedy is Licensee's sole and exclusive remedy for any non-conformities, defects or errors and all performance or non-performance problems related to the Contract Scope including without limitation any breach of warranty by Company. The parties intend for limitation of liability section to supersede any other provision in conflict within this contract, whether those provisions be contained in a document with precedence or not.

(d) Attorney Fees – Neither party shall be entitled to costs or expenses in exercising any of its rights or remedies in enforcing any of the terms, conditions or provisions hereof. The parties intend for this attorney fees section to supersede any other provision in conflict within this contract, whether those provisions be contained in a document with precedence or not. In the event this provision determined not to be enforceable, both parties shall reimburse the other party in proportion of their liability for reasonable costs and expenses, including attorneys' fees, costs and disbursement incurred by Company in exercising any of its rights or remedies in enforcing any of the terms, conditions or provisions hereof.

(e) Waiver - The waiver by either party, or the failure by either party, to claim a breach, or give notice with respect thereto, of any provision of this Contract shall not be, or be held to be, a waiver of any subsequent breach, or as affecting in any way the effectiveness, of such provision.

(f) Transition Upon Termination - During any Software Support Plan and upon an appropriate service request by Licensee, the Contractor shall provide software support services for an effective and efficient transition of service with minimal disruption to the Licensee including cooperation and assistance to ensure that all Licensee Data is securely transferred to Licensee, within thirty (30) calendar days of the request. The software support services provided shall assist Company's successor with a successful transition to the new service and/or equipment,

with minimal downtime and adverse effect on the Licensee. Licensee data will be transferred in a format ordered via a SFTP site specified by Company or through other media as required by the size of the data. During any Software Support Plan and upon transfer of the data, the Company will provide a written statement or certificate to the Licensee stating that all Licensee data has been transferred and/or deleted or disposed of as directed by the Licensee.

17. Insurance

(a) **Workers' Compensation Insurance** - Company shall maintain during the term of this Contract workers' compensation insurance in compliance with applicable State law, which requires subject employers to provide workers' compensation coverage for all their subject workers.

(b) **Professional Liability Insurance** - Company shall maintain during the term of this Contract professional liability insurance with a combined single limit, or the equivalent, of not less than one and one-half (1-1/2) times the total amount payable to Company under this Contract for each claim, incident or occurrence to cover damages caused by error, omission, or negligent acts related to the professional services to be provided under this Contract.

(c) **General Liability Insurance** - Company shall maintain during the term of this Contract general liability insurance with a combined single limit, or the equivalent, of not less than one and one-half (1-1/2) times the total amount payable to Company under this Contract for each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnities provided under this Contract and endorsements for products, completed operations and personal injury. It also shall provide that the Licensee and their agencies, subdivisions, officers, employees and agents are additional insured but only with respect to Company's services to be provided under this Contract.

(d) **Automobile Liability Insurance** - Company shall maintain during the term of this Contract automobile liability insurance with a combined single limit, or the equivalent, of not less than the amount required under law for each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.

(e) **Notice of Cancellation or Change** - Company shall not cancel, cause a material change in, reduce its limits for or omit or intend not to renew the insurance coverage required under this Contract without thirty (30) calendar days' prior written notice from Company or its insurers to Licensee.

(f) **Certificates of Insurance** - The certificates shall indicate all deductible amounts or retentions for all self-insurance. If requested, complete copies of insurance policies shall be provided to Licensee. Company shall be financially responsible for all pertinent deductibles, self-insured retention, and self-insurance.

18. Notices. Any and all notices ("Notices") which either party hereto may desire to give to the other party hereunder shall be deemed to be duly given if and only if mailed by registered or certified mail, postage prepaid, addressed to the other party at its address as set forth below or at such other address as such party may designate to the other party in writing from time to time. Notification by any other means shall be considered a service request and a waiver of any related breach of contract dispute until such time as the party provides notice in accordance with this paragraph.

If to Company: Commercial Compliance, LLC
PO Box 591
Bend, Oregon 97709



If to Licensee: Mailing address identified by Licensee
on Licensee’s public web site.

b) Compliance Tracker Software

19. Software License. For the duration of any Software Support Plan, Company grants to Licensee and Licensee accepts from Company a non-exclusive, non-transferrable, terminable license and right to use Compliance Tracker, a software application designed governance, risk and compliance solutions for multiple industry segments (the “Software”) on the terms and conditions set forth in this Contract, exclusively for the following purposes defined in this section.

(a) Licensee may allow use of the software only by named users who are assigned login credentials within the Software; accepts the terms of this limited Software license; and, for whom the Software Support Plan fee is paid. A named user must be assigned for each natural person with able to access and use the Software, without regard to whether such usage is concurrent or consecutive. Licensee may connect third-party software to the Software through Company provided interfaces to support the use identified in this paragraph.

(b) Company designed the Software for the purpose of meeting multiple Licensee needs without modification of software code distributed to all Licensees. Company retains the right to determine whether the functionality requirements shall be provided by configuration of the Software or by modifications to the Software distributed to all Software Licensees. All modifications of Software are the exclusive property of Company.

(c) Software includes all new releases and versions, and deliverables provided as a Software Support Service.

20. License Limitations. The Software license granted by this Contract is limited.

(a) Licensee may not use, copy, modify, or transfer the Software, or any copy, in whole or in part, except as expressly provided for in this Contract.

(b) Company retains all rights, title and interest in and to all software, documentation, derivative works and other intellectual property developed, designed, created or contributed by Company pursuant to this Contract, excluding the graphics and data supplied by Licensee.

(c) Licensee may not transfer the Software or any rights under this Contract to another party. Any attempt to transfer any of the rights, duties, or obligations hereunder except as expressly provided for in this Contract is void.

(d) Licensee may not rent, lease, loan, resell for profit, distribute, or network the Software except as otherwise provided in this Contract.

(e) Licensee agrees not to disassemble, decompile, translate or convert into human readable form or into another computer language, reconstruct or decrypt, or reverse engineer, all or any part of the Software to develop new software with some or all of the functions of the Software.

(f) Licensee shall not donate, distribute, license, sell or otherwise authorize the use or possession of modifications to any person other than named users.

(g) Any software, reports, data structures, and other work product created as a consequence of Software Support Services shall become the exclusive property of Company.

21. Software Component Licenses. Software includes the distribution of other licensed software code subject to the limitations noted below:

(a) The Alex FTPS Client is distributed under the GNU Library General Public License (LGPL) Version 2.1, February 1999. Therefore, the licensee is entitled to all rights under that license to the Alex FTPS Client software assemblies only.

(b) Json.net Copyright (c) 2007 James Newton-King from Newtonsoft is provided under the MIT Free Software license. Therefore, the licensee is entitled to all rights under that license to Newtonsoft assembly only.

(c) The Sphorium Technologies Webdav.Net is distributed under the GNU Library General Public License (LGPL) Version 2.1, February 1999. Therefore, the licensee is entitled to all rights under that license to the Sphorium Technologies Webdav.Net software assemblies only.

(d) Software redistributes Telerik Rad Controls, Copyright © 2002-2012 Telerik. All rights reserved, for Ajax under license with Telerik.

22. Intellectual Property Protection. This Contract does not provide Licensee with title to or ownership of the Software, but only a right of limited use. Company shall have sole and exclusive ownership of all right, title and interest in and to the Software, all copies thereof, all derivative works, Program Concepts, and all related works and materials (including ownership of all copyrights, trademarks and other intellectual property rights pertaining thereto), in any media now existing or subsequently developed, whether created by Company or any other party, subject to the rights of Licensee expressly granted herein. Licensee agrees to protect Company's interest in the Software, as follows.

(a) Licensee agrees to allow access or use of the Software only by named users who agree to preserve Company's rights to the Software. Neither named users nor any other agent of Licensee shall allow a third-party to use, redistribute, disclose or otherwise violate the rights of Company.

(b) Licensee agrees to maintain the confidentiality of the Software including all concepts, documentation, methods, processes and ideas, and the structure, sequence, and organization, designs, data models, tables and set-ups, and interfaces embodied, or expressed therein (the "Program Concepts") and to use same only as expressly authorized in this License. Licensee shall not disclose, provide, or make the Software or Program Concepts available in any form or medium to any person, in whole or in part, except on a confidential basis to such of Licensee's employees and consultants who need to access the Software to enable Licensee to exercise its rights under this License. Licensee shall take reasonable steps to ensure that such employees and consultants will keep the Software and Program Concepts confidential, and Licensee shall be liable for any breach of this Contract by such employees or consultants.

(c) Licensee shall, at its own expense, keep the Software free and clear of all levies, liens and encumbrances. Licensee shall give Company immediate notice of any attachment or other judicial process affecting the Software.

c) Software Support

23. Software Support. Company offers hosting, software, services and other software maintenance in support of the Software (“Software Support”). Licensee may purchase Software Support from Company through an annual software maintenance contract (“Software Support Plan”).

i. Software support plans must be purchased for consecutive time periods beginning on the Contract Execution date. An annual software maintenance plan shall automatically renew upon expiration of the current Software Support Plan. Failure by Licensee to purchase a Software Support Plan for any period of time terminates Licensee’s right to purchase a Software Support Plan under this Contract.

ii. Company Software Support Plans will only be provided for the most current and immediately prior version of the Software in effect at the time the Software Support Plan is purchased.

iii. Company may increase the cost of any Software Support Service, as set forth on the Pricing Addendum, by notifying Licensee not less than three months prior to the commencement of the increase.

24. Software Support Plans. Company offers Software Support Plans, Standard, Professional and Enterprise, which included bundles of Software Services, first column in the next tables. The selected Software Support Plan tier applies to all named users. Each Software Support Plan includes the corresponding checked Software Service.

(a) Software Services by Software Support Plan

Software Support Plan/ Software Service	Standard	Professional	Enterprise
Account Management			
Schedule Management		✓ ₺	✓ ₺
Scope Management		✓ ₺	✓ ₺
Risk Management		✓ ₺	✓ ₺
Communication Management		✓ ₺	✓ ₺
Client Engagement		✓ ₺	✓ ₺
Project Initiation		✓ ₺	✓ ₺
Change Management		✓ ₺	✓ ₺
Critical Project Prioritization		✓	✓
Critical Task Prioritization		✓	✓



Software Support Plan/ Software Service	Standard	Professional	Enterprise
Installation and Setup			
Self-Import Legacy Data	✓	✓	✓
Data Conversion from Legacy System			✓ ⌘
Architecture and Best Practice Guidance		✓ ⌘	✓ ⌘
Initial User Training		✓ ⌘	✓ ⌘
Instructor-Led User Training		✓ ⌘	✓ ⌘
Administrator and Configuration Training			✓ ⌘
Custom Outputs (Reports, Correspondence, Email)		✓ ⌘	✓ ⌘
Custom Business Logic		✓ ⌘	✓ ⌘
Custom Data Elements		✓ ⌘	✓ ⌘
User Group Security		✓ ⌘	✓ ⌘
Custom Business Processes/Workflow			✓ ⌘
Application Interfaces			✓ ⌘
Unit Testing		✓	✓
System Testing			✓
UAT Testing			✓ ⌘
Go Live Support		✓ ⌘	✓ ⌘
Post Go-Live Stabilization			✓ ⌘
Technical Support			
Emergency Support (24 X 7 X 365)		✓ ⌘ 1 hr response	✓ ⌘ 15 min response
Online Support	✓	✓	✓
Phone Support		✓	✓
Design Review			✓
API and Developer Support			✓ ⌘
Hardware, Network and Security Support			✓ ⌘



Software Support Plan/ Software Service	Standard	Professional	Enterprise
Training and Documentation			
Design Training		✔ ₺	✔ ₺
User Documentation and Self-Guided Training	✔	✔	✔
Developer Training			✔ ₺
Administrator and Configuration Documentation			✔ ₺
Software Patches and Releases			
Software Releases	✔	✔	✔
Software Patches	✔	✔	✔
Warranty and Enhancements			
Defect Correction (Software Service Warranty)		90 days	lifetime
Defect Correction (Post Warrant for Software Service)		✔ ₺	✔
Enhancement Tasks		✔ ₺	✔ ₺
Enhancement Projects		✔ ₺	✔ ₺
Data Center and Security			
Compliance Audit (PCI, NIST, HIPAA)	✔	✔	✔
Installation Services		✔	✔
Hosting	✔	✔	✔
Configuration Management	✔	✔	✔
Hardware, Network and Security Support			✔ ₺
Security Assessment			✔ ₺
Multi-Factor Authentication	✔	✔	✔
Uptime Guarantee	95%	95%	99.9%
Disaster Recovery			
Data Export Service	✔ ₺	✔ ₺	✔ ₺
Automated Job and Interface Monitoring/Response			✔
Automated Site Monitoring/Response			✔



Software Support Plan/ Software Service	Standard	Professional	Enterprise
Disaster Plan Testing			✓
Data Retention	1 day	7 days	1 month
Disaster Recovery	within 14 days	within 3 days	within 1 hour
Self-Service Administration			
User Administration	✓	✓	✓
Ticket and Project Tracking Portal	✓	✓	✓
Automated Task and Project Promotion (test to prod)		✓	✓
Output/Template Modification (reports, email, letters)		✓	✓
Integrated Support Ticket Management			✓
Business Intelligence			
Client Database Access and Reporting (Secure Azure platform)			✓
Data Access Tools (e.g. SQL Server Management Studio)			✓
Power BI Professional license for authoring and publishing			✓
End of Contract Transition			
Self-Export System Data	✓	✓	✓
Certified Data Destruction		✓ ‡	✓ ‡
Contract Termination Support		✓ ‡	✓ ‡

‡ Uses plan task(s)/project(s) as defined in Software Services section below.



(b) Software Services

i. Software Services are ordered in units of tasks and projects within a Software Support Plan.

Company may establish and modify reasonable policies affecting the definition, scope and scheduling of a Software Service.

- (1)** Generally a project includes a request for a Software Service with any of the following characteristics: 1) functionality requests that require coordination between Company and a third-party; 2) functionality requests with three or more finite deliverables which must be delivered in a specific sequence to meet the Licensee's business requirements; 3) functionality which may impact other aspects of the configured Software and therefore require a system test of an entire business process; or 4) service or functionality which requires the presence of a Company employee onsite at Licensee's place of business.
- (2)** Company may determine that a request is more than one project if the activities are designed to produce more than one specific final output; the activities may start and stop independently of one another; an output is being produced for more than one internal or external customer; or, the process steps substantially vary to produce the specific final output.
- (3)** A task is a single request for a Software Service for a modification or defect correction of the configured Software except requests that are a project or covered by the Defect Correction Warranty.
- (4)** Company may subdivide Software Services into one or more discrete deliverables for Acceptance by Licensee.

ii. Software Patches and Software Releases – Software patches and releases are subject to the license granted in this contract. Company may elect at Company's sole discretion the features and compatibility of new releases.

iii. Hosting Service - Company shall install and maintain Software on a server(s) on Company's computer system or an alternate collocation facility chosen by Company; and, the provision by Company of all licenses, services and support required for the Software to be accessed via the Internet and meet performance, functionality and security requirements described in this Contract.

- (1)** Company shall be responsible for backing up the following components: application and database servers, application operating system, and configuration databases.
- (2)** Company shall perform daily incremental backups and retain the data as specified for the duration of the data retention for the Software Support Plan. The Company shall test recovery operations on a regular basis. The Company shall recover operations as necessary.
- (3)** Company may decline to install on Company's computer system any software not developed by Company based upon the reliability, design and/or resources required by such software.
- (4)** Company, in its sole discretion, may secure domain names and assign Internet address space (subject to reasonable availability) for the benefit of Licensee, and Company will route those addresses on Company's network; it being understood and agreed that neither Licensee nor any of its "Users" shall have the right to route these addresses. Licensee shall have no ownership interest in any IP addresses which Company obtains on Licensee's behalf and Company retains ownership of all such IP addresses, and upon termination of the Software Support Service, Licensee's access to and utilization of such IP addresses shall terminate.



- (5)** Company makes reasonable efforts to provide continuous internet access to Software. Company periodically disables access to Software for the purpose of maintenance and repair of Company's computer systems and Software. Company shall attempt to provide 24 hours' notice to users of the Software of planned access outages and such outages shall be scheduled during off-peak hours when possible. Unplanned outages may occur at any time due to failure of the Software, failure of the company's computer systems or failure of another party providing services relating to the Company's Internet access. Such unplanned outages may occur during peak usage times - even during the Licensee's peak renewal periods. Company shall immediately notify Licensee when an unplanned outage occurs and shall take reasonable efforts to restore Internet access to the Software when an unplanned outage occurs.
- (6)** Company is responsible for exercising a reasonable standard of care to maintaining the security of sensitive data, regardless of ownership. In event of a breach of the security of the sensitive data the Company will immediately notify the Licensee and work with the Licensee regarding recovery and remediation.
- (7)** The Licensee may inspect and review vendor operations for potential risks to the Licensee operations or data. The review may include a physical site inspection and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.
- (8)** Company shall provide: effectively deployed and administered firewalls, intrusion detection with 24x7 alerting capability, incident response support, access controls to enforce restrictions on a need-to-know basis, established and tested policies and procedures, contingency plans and disaster recovery plans, security testing and evaluation process for security controls, to include regularly scheduled, at least annually, vulnerability assessments. Configuration settings required to maintain the system's security on the system itself and other Licensee systems that interface with it.
- (9)** Licensees using custom URLs assume the cost of the corresponding SSL Certification.

(c) Support Plan Costs - The annual cost of a Software Support Plan is described in the Pricing Addendum.

i. All Software Support Plans shall be purchased for an annual term, unless prorated for a quarter. Upon the expiration of the current annual term, the Software Support Plan then in effect for Licensee shall be automatically renewed for an additional annual term, unless Licensee has provided Company 90-day's written notice of non-renewal or request to change Software Support Plans prior to the expiration date of current Software Support Plan.

ii. Software Support Plan fees are non-refundable. Licensee's obligation to pay Software Support Plan fees for the full duration of the year shall survive the termination of this Contract.

(d) Software Support Plan - Software Support Plans are offered in three tiers: Standard, Professional and Enterprise. Each tier includes a specified number of tasks and projects.

i. Software Services unchecked in the Software Services by Support Plan section of this contract are not available to Licensee for the corresponding Software Support Plan tier is purchased.

ii. Software Services checked without a symbol "€" in the Software Services by Software Support Plan section of this contract are provided by Company at no charge to Licensee.

iii. Software Services checked with a symbol "€" in the Software Services by Software Support Plan section of this contract are provided using units of tasks and projects. Each Software Support Plan includes a maximum number of tasks and projects based on the Software Support Plan tier. Licensee may utilize Software Services without additional charge up to the maximum tasks and maximum projects shown below:



Tier	Tasks	Projects
Standard	0	0
Professional	12	1
Enterprise	24	2

iv. Licensee may increase the minimum number of tasks or projects in a Software Support Plan by paying an "Escalation Fee" in the amount applicable pursuant to the Pricing Addendum.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed the day and year first above written.

GL Suite, Inc.

By _____

Signature, Title

Date

Licensee

By _____

Signature, Title

Date



d) **Pricing Addendum**

e)

Software Support Plan Fees

Software Support Plan	Units	Cost Per Unit
Standard	per year	\$6,000.00
Professional	per year	\$29,467.02
Enterprise	per year	\$45,209.88

Project Escalation Fee

Standard	per project.....	\$9,134.64
Professional	per project.....	\$5,708.89
Enterprise	per project.....	\$5,708.89

Task Escalation Fee

Standard	per task	\$913.04
Professional	per task	\$913.04
Enterprise	per task	\$629.50