STATE OF NEBRASKA

LICENSURE INFORMATION SYSTEM

RFP 6249 Z1

-ORIGINAL-

Submitted By:
[s]Cube Inc.
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An Accela Gold Partner

June 1, 2020

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

Dear Ms. Heinrichs & Ms. Storant and the Proposal Evaluation Committee,

[s]Cube Inc. (“[s]Cube”) is pleased to offer this proposal to the State of Nebraska’s DHHS Licensure Unit (“DHHS”) for an interactive, web-based Licensure Information System (LIS). [s]Cube proposes to implement the Accela Civic Platform to meet your requirements.

The Accela Civic Platform is a highly configurable software solution for managing workflows surrounding licensing, inspections, code enforcement, complaints, and more. It provides the ability to build in business rules, manage inspections electronically, work via mobile access, and perform complex searches and reporting, all with the architecture to integrate with outside systems. The Accela Civic Platform will enable the DHHS Licensure Unit to maintain an integrated electronic licensure management system, including initial licensure, renewals, accounting, inspections, compliance monitoring, investigations, and discipline.

We are recommending Accela’s SaaS solution, which is priced on an annual subscription basis by Named User for internal users; access by external users such as your Clients is included. The software subscriptions are to be procured directly from Accela Inc. [s]Cube will be the Prime Contractor implementing the system and the Professional Services are to be procured directly from [s]Cube.

As an Accela Certified Services Partner, Business Plus level (the top tier), [s]Cube is qualified to prime all aspects of an Accela implementation project. [s]Cube brings strong domain expertise and deep technical knowledge of the Accela Civic Platform, along with large and complex agency implementation experience, to lead a successful project that will meet your objectives.

Please note that this proposal constitutes a valid, binding and continuing offer at the prices set forth in the proposal for a period of one hundred twenty (120) calendar days from the deadline for acceptance of proposals as set forth herein.

Your main point of contact for this proposal is: Julie Endres, VP - Business Development

248-302-3027, julie.endres@scubeenterprise.com

We appreciate the opportunity and look forward to working with you.

Sincerely,

Haileab Samuel, Chief Executive Officer

877-437-2823, ext. 1001

haileab.samuel@scubeenterprise.com

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EXECUTIVE SUMMARY

[s]Cube proposes to implement the Accela Civic Platform, configured to your specific requirements, to provide an integrated electronic licensure management system.

Accela dominates the planning, permitting, licensing and code enforcement software market. 58% of the 50 largest U.S. cities use Accela Civic Solutions as their enterprise land management system. And over 42% of the next 50 use Accela. Over 50 Counties, many of them the country's largest counties, including Maricopa, San Diego, Denver, San Francisco, Clark, Hamilton, King, San Bernardino, and St. Louis Counties use the Civic Solutions. Additionally, 17 States use Accela for various licensing and permitting programs.

Why is Accela the solution of choice for Government Agencies?

- **Enterprise Solution** – The Civic Platform is one product and one database, developed by the same company with the same architecture, capabilities, and technical staff. All departments that issue permits or licenses, perform plan reviews, perform inspections, enforce codes, and manage complaints can be in the same system on the same database, sharing information. Workflows can include multiple departments, with business rules such as approvals, holds and fees carrying across departments. An enterprise system facilitates better communication, cross training, and data-driven decision making, and improves visibility and transparency. Your Customers will have a much better experience when working with you and will not have to learn multiple systems to manage different permits and licenses. All of this will improve efficiency and reduce lead times.
- **Configuration –** every organization has unique requirements, and Accela was built to be custom configured to those requirements. Accela can be configured to your needs without having to rely on your IT department or consultants to write code (and re-write code as needs change), or a COTS software company to customize their product. The base functionality is there along with tools for implementing, interfacing, using, managing, and updating the system. There are many pre-configured elements that can be used as a starting point if they meet your needs, including workflows and reports. Your Users and System Administrators will be able to support the system once in production more easily, and without as much involvement from your IT organization.
- **Robust Features and Capabilities –** large agencies tend to have more complex requirements – such as larger or more complex development projects, workflows, fee schedules, plan reviews, inspections and security requirements. A canned system will not fit. You need choices and options and Accela gives you many different options. Products seem similar on the surface, but there is no other product as powerful or as full-featured as Accela to handle complex requirements and meet an organization's distinct needs.
- **Innovation -** Accela designs for the future. Their Civic Platform design is fundamentally inspired by the need to scale and adapt over time. Enterprise systems must be planned to endure changes as management and constituent needs evolve – technology advances, statutes, demographic and population shifts, social trends, etc. Accela has always been the first to incorporate emerging technologies. A unique strategy to Accela on how they design for the future is their Construct APIs, which include 400+ published APIs (please see https://developer.accela.com/docs/) that allow their customers *and* third party developer partners to build value-added solutions on top of the Civic

Solutions. Accela invests millions annually to improve the Civic Solutions and keep them at the forefront of government software solutions.

Accela Occupational Licensing

Allow individuals to apply for and receive professional licenses easier and more quickly

Occupational licensing provides important public safeguards while establishing clear guidelines for licensed professions. Workers in licensed occupations are required to meet minimum standards for education, experience, and competency to achieve a professional license.

Occupational licensing serves an important role in preserving the economy of a state through oversight of occupations which include a degree of physical, financial, environmental, or other potential harm to the public.

State licensing boards often face challenges with occupational licensing, such as managing volume, handling licensee documentation, or adjudicating enforcement activity against a licensee. The table below lists some of the challenges agencies and applicants face.

Agency Challenges	Applicant Challenges
Long processing times	Long processing times
Lack of transparency – not easy to quickly determine application status	No update on status until issuance
Poor inter-agency communication	Missed renewal notices
Difficulty validating education or work credentials	Difficulty in submitting supporting information
Misplaced or lost paper forms	Not convenient to file in person
Missing documentation	Cumbersome process with poor direction

Agencies and applicants both need:

- an easier way to apply for and renew licenses
- a quick way to determine the status of an application in progress
- improved communication among all parties
- automated processes to eliminate manual effort and re-work
- clear “next steps” and ownership throughout the licensing process

Accela Occupational Licensing helps state licensing boards overcome the challenges associated with occupational licensing through a system of automated workflows, intelligent application routing, and a customer-facing communication portal. The Accela system cuts the time required to process applications, keeps all parties informed throughout the application process, and enables agencies to serve more customers in less time – delivering a better customer service experience to licensees.

Functionality Overview

Our licensing solution includes:

- Online application, renewal, and payment of license fees through a multilingual web portal
- Configurable record types and workflows
- Online document submission for educational history, continuing education credentials, reference letters, work history, etc.
- Automated workflows and task assignments automatically route applications to appropriate review queue
- Inter-agency coordination for application review
- Citizen complaint intake via web or mobile
- Integration capability with third-party systems
- Advanced reporting with pre-built reports and ad hoc queries

Online application – License applicants can access an easy-to-use online portal to perform all licensing tasks. From initiating an application, to uploading supporting documentation, paying fees, and tracking the application through the review process, the online portal facilitates the entire application process for the licensee. The user-friendly portal increases customer satisfaction and saves agency staff time by avoiding manual entry of license applications.

Configurable record types and workflows – Both the license record types and the workflows associated with those record types are configurable in Accela. Agencies can modify license record types to fit their own unique data needs. Workflows can be customized to optimize internal processes for application review, increasing staff efficiency and reducing the time required to process applications.

Online document submission – Occupational license applications often require a large amount of documentation, such as education transcripts, degree confirmation, test results, work history, or letters of reference. Paper forms are often misplaced or lost and require a large amount of space to store. Accela Occupational Licensing eliminates the hassle of paper documentation through easy, online submission of electronic documentation. Rather than copy stacks of paperwork, license applicants instead submit their electronic documentation through the convenient online portal. That documentation is attached electronically to the license record and readily available at any time for staff review.

Automated workflows and task assignment – Through a series of logic rules – customizable according to unique agency needs – the licensing system can automatically handle tasks such as route an application to a review queue, flag an application for manual review, or issue a license once all requirements have been met. When staff review is required, a task is automatically added to the appropriate staff member's task list, alerting them to a new review item.

Inter-agency coordination – Supervisors have powerful productivity tools to monitor review queues, staff member task lists, and key team metrics. Review tasks can quickly be assigned to another reviewer to balance workload, or moved to a separate review queue if a higher level of review is required.

Citizen complaint intake via web or mobile – Enforcement efforts are enhanced when citizens have easy tools to register complaints against licensed professionals. Accela makes it easy for citizens to file a complaint using web or mobile tools.

System integration – Accela's open API allows agencies to share data with other departments or external systems using standard data exchange protocols. Agencies can connect to continuing education providers, for example, to verify achievement of required continuing education credits.

Reporting and analytics – Understanding and using data is vital to improving agency operations. Your data is a critical asset and should be readily accessible through a variety of tools. Accela makes it easy to access and analyze data through a library of pre-built reports, ad hoc custom queries, or data export to third-party reporting tools, like PowerBI or Crystal Reports.

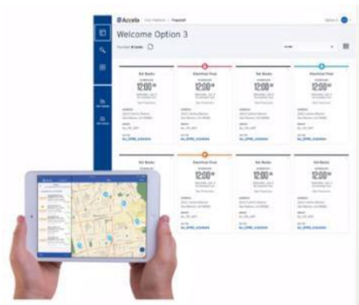
Agency Benefits

Accela Occupational Licensing helps agencies:

- Reduce turnaround time on license processing
- Eliminate delays from lost paperwork
- Eliminate data entry tasks associated with paper applications
- Redirect staff efforts to higher-value tasks
- Increase oversight of licensed professionals
- Capture lost revenue from late fees or missed fee items
- Communicate more effectively with licensed professionals
- Deliver exceptional customer service
-

Government agencies tend to have specific needs and requirements that differentiate themselves. As a result, technology vendors have relied heavily on their ability to customize products. However, heavy customization leads to long implementations, makes solutions difficult to support and maintain, and is challenging to upgrade. Fortunately, there are some similarities in agency processes and best practices to follow that make pre-built solutions a viable opportunity, in which these challenges can be overcome.

Accela offers pre-configured Civic Applications with built-in system functionality, record types, automation, and reports and notifications to reduce time to value, minimize maintenance, increase supportability and decrease overall costs. *Our built-in workflow designer enables clients to make changes on the fly, instead of having to go in and code the changes themselves.*



What does the Civic Application include?

- Mobile user interface, Citizen Access, APIs, and back office

- All platform technologies needed for the solution, including automation, citizen-facing portals, mobile technologies, GIS, APIs, etc.
- Regulatory processes, including applications, licenses, permits, cases, complaints, violations, renewals, etc.
- Pre-defined workflows, including business logic and rules
- Inspections and checklists
- Solution-specific fields
- Fee generation and payment adapters
- Reports and notification templates
- Standard libraries
- Contact and licensed professional types
- Role-specific functions
- Pre-defined "models" for extending Civic Applications

What key features does the Civic Application offer?

- Online application and renewal
- Online payments
- Intelligent workflows
- Mobile-friendly
- Integrations with credentialing systems
- Automatic renewal notifications
- Automatic status notifications
- Online citizen portal

Summary of Plan to Meet Your Requirements

[s]Cube offers comprehensive implementation services to provide a thorough and completely functional system including, planning, interfaces, software integration, testing, training, data migration, technical documentation, project management, change management handling, and post-implementation support.

CORPORATE OVERVIEW

Bidder Identification and Information

[s]Cube is a corporation headquartered in Schenectady, NY, and was founded in 2015.

[s]Cube is a technology services company with a strategic focus on Public Sector clients, specializing in the implementation of e-Licensing/e-Permitting technology solutions. We are an Accela Certified Services Partner, Business Plus level. We have made a significant impact as an Accela Partner over the last five years, playing a part in many key implementations across the country. [s]Cube prides itself on our reputation as a top Accela implementation partner with a track record of successful projects. Two of our Clients, the **State of Texas, Department of Transportation,** and **San Bernardino County,** have even **won awards** for their systems, in collaboration with Accela and [s]Cube. Our highly experienced staff of **Accela Bronze Certified Implementation Professionals** possesses strong capabilities in analysis and configuration of the Civic Platform, including very complex requirements. Consultants are skilled in migrating data, setting up electronic plan review, incorporating Clients' GIS systems, and in developing complex reports and workflow automation scripts, and in developing interfaces with other systems. Quality Assurance and Testing are a high priority for us, and we will work with your team to develop a strong test plan and scripts.

Financial Statements

[s]Cube appreciates your interest in our financial status, but we are a privately held company and this information is available primarily to our owners and partners. We can assure you that we are a profitable business and are in fine standing with our clients, vendors, and banks and have multiple lines of credit at our disposal. If selected, [s]Cube will provide financial statements as part of the contract and under a strict non-disclosure agreement with the Agency.

Accela voluntarily submits to a complete annual audit of its financial statements. Each audit is performed by KPMG—one of the world's premier accounting companies, and they have issued an unqualified opinion on Accela's most recent annual audited financial statements. If selected, Accela will provide financial statements as part of the contract and under a strict non-disclosure agreement with the Agency.

[s]Cube is not subject to any 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.

[s]Cube does not anticipate any change in ownership or control of the company during the twelve (12) months following the submission of this proposal.

Office Location

[s]Cube's offices are located in Schenectady, NY.

Relationships with the State

[s]Cube has not had any dealings with the State of Nebraska over the last five (5) years.

Bidder's Employee Relations to State

No Party named in this proposal response is or was an employee of the State within the past twenty-four (24) months.

Contract Performance

[s]Cube has not had a contract terminated for default or other reason during the past five (5) years.

Summary of Contractor's Corporate Experience

<table>
<tr><th>Customer Name</th><th>Contact Name/Number</th><th>Population</th><th>Project Dates</th><th>Budget</th></tr>
<tr><td>State of Lexington, KY</td><td>Kevin Wente, Administrative Officer Sr, Planning, Preservation & Development
859-258-3436
kwente@lexingtonky.gov</td><td>321K</td><td>11/2015-6/2016</td><td>$1.6M</td></tr>
<tr><td colspan="5">Building Inspection, Engineering & Planning (LFUCG Phase 2):
• Report development - both Ad Hoc and Crystal reports
• Data Conversions
• Interface Development
• Contractor Registration process fixes
• Scripting
• API assistance
• Accela Automation Configuration
Salesforce Integration for Division of Water Quality:
• Built 2-way interface between Accela and Salesforce (311) system
• Waste Management Permitting & Enforcement System to track dumpsters and garbage rolling carts
• Accela Automation Configuration / Scripting
• Data Conversions
• Reports</td></tr>
<tr><td>Pasco County, FL</td><td>Todd J. Bayley
Chief Information Officer, Information Technology
Pasco County
727-847-8935
tbayley@pascocountyfl.net</td><td>540K</td><td>9/2018-6/2019</td><td>$950K</td></tr>
</table>

Accela Software Implementation Services: Building, Planning, and Code Enforcement • Building, Planning, Code Enforcement, and Contractor Licensing • Executive Oversight & Project Management • Business Process Design • Accela Automation Configuration • Report development • Data Conversions • Interface Development • Scripting • Infrastructure Support				
State of Michigan, Bureau of Construction Codes (BCC)	Barbara Kunkel Deputy Director, Bureau of Construction Codes 517-241-5461 KunkelB1@michigan.gov	9.9M	10/2016-6/2017	$1M
Multiple Accela projects completed including: • Permitting for all building, plumbing, electrical, mechanical, boiler, and elevator permits for every building project, repair, replacement or service maintenance, for every State-owned building across the entire State of Michigan. • Enhanced inspection reports from all building permits. • A system to retain and provide public access to every recorded corner monumentation in the state, to allow easier access for surveying property and to ensure property boundaries are preserved digitally for reference and integrity. • Licensing of all building trades within the State; there are approximately 120,000 licensed tradespeople in Michigan who use the system. • Medical Marijuana licensing of Physicians and Patients/Caregivers. • Enforcement mechanism for complaints against Licensees.				

Summary of Contractor's Proposed Personnel/Management Approach

Key Personnel Qualifications and Experience

[s]Cube has developed Accela specific product knowledge and created an established resource pool with specific experience in Accela products, implementation, and related services. The core team has gained their expert knowledge of many Accela products while on the job and through the training provided by Accela.

We have developed expertise in the areas of Project Management, Accela Configuration, Accela Scripting, Interface Development (from Accela system to third party systems and vice-versa), Data Conversion methodologies using the Accela conversion tool, Electronic Plan Review, Report Development, Quality

Assurance, Testing involving Accela products (Accela Citizen Access, Accela Automation, Accela Mobile), and Training.

Proposed Project Resources

ROLE	RESOURCE
Executive Oversight	Adam Bell Chief Operating Officer
Project Management	Randall Farnes Senior Project Manager
Lead Technical Analyst	Thomas Bianco Senior Technical Analyst
Technical Analyst	Zachary McVicker Solutions Architect
Data Conversions Lead	Andrew Heikaus Senior Database Analyst
Training Lead	Thomas Bianco Senior Technical Analyst

Resumes are included in Attachment 1: Resumes

Subcontractors

[s]Cube does not intend to use subcontractors for any of the work outlined in this proposal.

PROJECT PLANNING

General Implementation Approach

Overview

At [s]Cube we pride ourselves on our implementation processes and have a long track record of successful implementations of permitting platforms across the United States.

Our process is based on the **Agile development methodology**, and consists of building solutions in small, easily consumed chunks, rapidly, and working very closely with business teams to demonstrate and provide access to working results for user acceptance testing. We utilize “Sprints” for development, wherein specific small sets of targeted requirements are vetted, built, demonstrated, tested and revised, all within a 3-6-week period, before moving on to the next sprint.

The process has been proven to be successful and has the primary advantage of ensuring that outcomes match business needs, that this check is performed frequently throughout the project, and that any gaps in actual vs documented requirements are closed quickly. The key is delivering small units of working software frequently to the teams who be using it and getting feedback in incremental stages. It is imperative that client personnel and [s]Cube implementation teams work closely together in this process.

The approach requires several very brief and efficient “scrum” meetings per week to discuss ongoing issues and escalate blockers. It also means that client teams will be engaged daily in the development process and will receive intensive support and training on the fly, as the development process unfolds. This leads to excellent product knowledge by the people who will be using the solution, once it is live. The Agile development process also has built-in continuous improvement mechanisms, in the form of sprint retrospectives, to ensure challenges and issues that do occur, are fully addressed.

Within this process, we utilize a detailed ticketing system, and an “Agile Board” approach, which enables us to slice the project into small pieces, document desired outcomes clearly, build and test components, and see all of this progress in an easy to use and very visual project management system. This brings clarity and visibility to progress and blockers and provides for excellent project KPI reporting and Executive visibility as required.

We propose to use this process for your implementation. The actual number and duration of the sprints will be worked out in conjunction with your business units and prioritized based on need. Our initial assessment is that we would perform ten separate phase “go live” events grouped by license.

Each License Application Sprint Phase includes events to build the software, test the software, and to train and release the software, for each corresponding license group.

A DRAFT project plan incorporating this approach is included in the proposal below.

We would coordinate ten separate “go live” events based on the phases above, and base the remainder of the project plan on those plans to include other fundamental deliverables such as interfaces, reports, data conversions, training, final UAT, and more.

Concurrent Sprints

Please note that sprints can be performed concurrently with adequate project staffing. The timeline presented below will be brought in in exact proportion to the number of sprints that can run concurrently.

Sprint "0" Kickoff, Gap Analysis and Requirements

One common element to any project, is a "Sprint 0" consultative requirements gathering session, wherein current processes are assessed, business requirements and rules are identified, and a full gap analysis is documented. This process would be performed onsite at client facilities, in a series of meetings with each business unit, and likely some group sessions as well, with all stakeholders and with the appropriate IT, security and systems support teams. It is also essential to include administrators, users and support teams of the systems which the licensing platform will interface with in these sessions.

We anticipate this Sprint 0 process will take at least 5 business days spent in onsite meetings with client personnel. Outcomes of these sessions will include thorough gap analysis documents for all Business Units.

The project timeline estimated for this full project implementation is outlined below and is followed by a 60-day warranty period. This timeline can be adjusted as we learn more about the project, but given the requirements as presented, [s]Cube believes that this project timeframe is appropriate for a smooth implementation. Rushing a project before data is properly converted, users are trained, and systems are properly tested and approved by SMEs can lead to failed projects and negative responses. That said [s]Cube stands ready to engage and "walk" the timeline in detail with project executives and stakeholders to explain the timeline in detail and seek ways to collaborate on efficiencies.

The following GANTT style chart shows the DRAFT and ESTIMATED initial project plan, that we propose and that we would seek to collaborate on with DHHS officials:

Task Name	Duration	Start	Finish
Sprint 0 - Project Initiation & Planning	105d	08/03/20	12/25/20
Sprint 1 - License Application Development (Group 1)	221d	12/28/20	11/01/21
Requirements Analysis (Fit/Gap Analysis)	22d	12/28/20	01/26/21
Detailed System Designed Documents (DSDD)	22d	12/28/20	01/26/21
Testing Plan	22d	12/28/20	01/26/21
Software Development Plan	22d	12/28/20	01/26/21
Construction Summary Reports	22d	12/28/20	01/26/21
Code Management Plan	22d	12/28/20	01/26/21
Configuration	14d	12/28/20	01/14/21
Automation (Scripts)	21d	12/28/20	01/25/21
Configuration Walk Thru	21d	01/26/21	02/23/21
Configuration Requirements Sign Off	7d	02/24/21	03/04/21
Configuration Complete	7d	03/05/21	03/15/21
Data Conversions Plan	21d	03/16/21	04/13/21
Data Mapping	30d	04/14/21	05/25/21
Data Converted & Imported	14d	05/26/21	06/14/21
Data Import Results Report	7d	06/15/21	06/23/21
User Acceptance Testing Plan	7d	06/24/21	07/02/21
Testing scripts, test conditions, expected results, actual results	14d	07/05/21	07/22/21
Testing Results	7d	07/23/21	08/02/21
Training Plan	7d	12/28/20	01/05/21
Onsite Training	10d	08/03/21	08/16/21
Training Documentation	7d	08/17/21	08/25/21
Administrative and User Reference Materials	7d	08/26/21	09/03/21
System Implementation Plan	7d	09/06/21	09/14/21
Approved Final Readiness Assessment	5d	09/15/21	09/21/21
User Documentation	7d	09/22/21	09/30/21
System Documentation	1d	10/01/21	10/01/21
Go-Live	7d	10/04/21	10/12/21
Post Go-Live Support	14d	10/13/21	11/01/21
Sprint 2 - License Application Development (Group 2)	214d	11/02/21	08/26/22
Requirements Analysis (Fit/Gap Analysis)	22d	11/02/21	12/01/21
Detailed System Designed Documents (DSDD)	22d	11/02/21	12/01/21
Testing Plan	22d	11/02/21	12/01/21
Software Development Plan	22d	11/02/21	12/01/21
Construction Summary Reports	22d	11/02/21	12/01/21
Code Management Plan	22d	11/02/21	12/01/21
Configuration	14d	11/02/21	11/19/21
Automation (Scripts)	21d	11/02/21	11/30/21
Configuration Walk Thru	21d	12/01/21	12/29/21
Configuration Requirements Sign Off	7d	12/30/21	01/07/22
Configuration Complete	7d	01/10/22	01/18/22
Data Conversions Plan	21d	01/19/22	02/16/22
Data Mapping	30d	02/17/22	03/30/22
Data Converted & Imported	14d	03/31/22	04/19/22
Data Import Results Report	7d	04/20/22	04/28/22
User Acceptance Testing Plan	7d	04/29/22	05/09/22
Testing scripts, test conditions, expected results, actual results	14d	05/10/22	05/27/22
Testing Results	7d	05/30/22	06/07/22
Training Plan	7d	11/02/21	11/10/21
Onsite Training	10d	05/30/22	06/10/22
Training Documentation	7d	06/13/22	06/21/22
Administrative and User Reference Materials	7d	06/22/22	06/30/22
System Implementation Plan	7d	07/01/22	07/11/22
Approved Final Readiness Assessment	5d	07/12/22	07/18/22
User Documentation	7d	07/19/22	07/27/22
System Documentation	1d	07/28/22	07/28/22
Go-Live	7d	07/29/22	08/08/22
Post Go-Live Support	14d	08/09/22	08/26/22
Sprint 3 - License Application Development (Group 3)	221d	08/29/22	07/03/23
Requirements Analysis (Fit/Gap Analysis)	22d	08/29/22	09/27/22

Detailed System Designed Documents (DSDD)	22d	08/29/22	09/27/22
Testing Plan	22d	08/29/22	09/27/22
Software Development Plan	22d	08/29/22	09/27/22
Construction Summary Reports	22d	08/29/22	09/27/22
Code Management Plan	22d	08/29/22	09/27/22
Configuration	14d	08/29/22	09/15/22
Automation (Scripts)	21d	08/29/22	09/26/22
Configuration Walk Thru	21d	09/27/22	10/25/22
Configuration Requirements Sign Off	7d	10/26/22	11/03/22
Configuration Complete	7d	11/04/22	11/14/22
Data Conversions Plan	21d	11/15/22	12/13/22
Data Mapping	30d	12/14/22	01/24/23
Data Converted & Imported	14d	01/25/23	02/13/23
Data Import Results Report	7d	02/14/23	02/22/23
User Acceptance Testing Plan	7d	02/23/23	03/03/23
Testing scripts, test conditions, expected results, actual results	14d	03/06/23	03/23/23
Testing Results	7d	03/24/23	04/03/23
Training Plan	7d	08/29/22	09/06/22
Onsite Training	10d	04/04/23	04/17/23
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Configuration Requirements Sign Off	7d	08/31/23	09/08/23
Configuration Complete	7d	09/11/23	09/19/23
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Data Mapping	30d	10/19/23	11/29/23
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Testing scripts, test conditions, expected results, actual results	14d	01/09/24	01/26/24
Testing Results	7d	01/29/24	02/06/24
Training Plan	7d	07/04/23	07/12/23
Onsite Training	10d	02/07/24	02/20/24
Training Documentation	7d	02/21/24	02/29/24
Administrative and User Reference Materials	7d	03/01/24	03/11/24
System Implementation Plan	7d	03/12/24	03/20/24
Approved Final Readiness Assessment	5d	03/21/24	03/27/24
User Documentation	7d	03/28/24	04/05/24
System Documentation	1d	04/08/24	04/08/24
Go-Live	7d	04/09/24	04/17/24
Post Go-Live Support	14d	04/18/24	05/07/24
Sprint 5 - License Application Development (Group 5)	221d	05/08/24	03/12/25
Requirements Analysis (Fit/Gap Analysis)	22d	05/08/24	06/06/24
Detailed System Designed Documents (DSDD)	22d	05/08/24	06/06/24
Testing Plan	22d	05/08/24	06/06/24
Software Development Plan	22d	05/08/24	06/06/24
Construction Summary Reports	22d	05/08/24	06/06/24

Code Management Plan	22d	05/08/24	06/06/24
Configuration	14d	05/08/24	05/27/24
Automation (Scripts)	21d	05/08/24	06/05/24
Configuration Walk Thru	21d	06/06/24	07/04/24
Configuration Requirements Sign Off	7d	07/05/24	07/15/24
Configuration Complete	7d	07/16/24	07/24/24
Data Conversions Plan	21d	07/25/24	08/22/24
Data Mapping	30d	08/23/24	10/03/24
Data Converted & Imported	14d	10/04/24	10/23/24
Data Import Results Report	7d	10/24/24	11/01/24
User Acceptance Testing Plan	7d	11/04/24	11/12/24
Testing scripts, test conditions, expected results, actual results	14d	11/13/24	12/02/24
Testing Results	7d	12/03/24	12/11/24
Training Plan	7d	05/08/24	05/16/24
Onsite Training	10d	12/12/24	12/25/24
Training Documentation	7d	12/26/24	01/03/25
Administrative and User Reference Materials	7d	01/06/25	01/14/25
System Implementation Plan	7d	01/15/25	01/23/25
Approved Final Readiness Assessment	5d	01/24/25	01/30/25
User Documentation	7d	01/31/25	02/10/25
System Documentation	1d	02/11/25	02/11/25
Go-Live	7d	02/12/25	02/20/25
Post Go-Live Support	14d	02/21/25	03/12/25
Sprint 6 - License Application Development (Group 6)	221d	03/13/25	01/15/26
Requirements Analysis (Fit/Gap Analysis)	22d	03/13/25	04/11/25
Detailed System Designed Documents (DSDD)	22d	03/13/25	04/11/25
Testing Plan	22d	03/13/25	04/11/25
Software Development Plan	22d	03/13/25	04/11/25
Construction Summary Reports	22d	03/13/25	04/11/25
Code Management Plan	22d	03/13/25	04/11/25
Configuration	14d	03/13/25	04/01/25
Automation (Scripts)	21d	03/13/25	04/10/25
Configuration Walk Thru	21d	04/11/25	05/09/25
Configuration Requirements Sign Off	7d	05/12/25	05/20/25
Configuration Complete	7d	05/21/25	05/29/25
Data Conversions Plan	21d	05/30/25	06/27/25
Data Mapping	30d	06/30/25	08/08/25
Data Converted & Imported	14d	08/11/25	08/28/25
Data Import Results Report	7d	08/29/25	09/08/25
User Acceptance Testing Plan	7d	09/09/25	09/17/25
Testing scripts, test conditions, expected results, actual results	14d	09/18/25	10/07/25
Testing Results	7d	10/08/25	10/16/25
Training Plan	7d	03/13/25	03/21/25
Onsite Training	10d	10/17/25	10/30/25
Training Documentation	7d	10/31/25	11/10/25
Administrative and User Reference Materials	7d	11/11/25	11/19/25
System Implementation Plan	7d	11/20/25	11/28/25
Approved Final Readiness Assessment	5d	12/01/25	12/05/25
User Documentation	7d	12/08/25	12/16/25
System Documentation	1d	12/17/25	12/17/25
Go-Live	7d	12/18/25	12/26/25
Post Go-Live Support	14d	12/29/25	01/15/26
Sprint 7 - License Application Development (Group 7)	211d	01/16/26	11/06/26
Requirements Analysis (Fit/Gap Analysis)	22d	01/16/26	02/16/26
Detailed System Designed Documents (DSDD)	22d	01/16/26	02/16/26
Testing Plan	22d	01/16/26	02/16/26
Software Development Plan	22d	01/16/26	02/16/26
Construction Summary Reports	22d	01/16/26	02/16/26
Code Management Plan	22d	01/16/26	02/16/26
Configuration	14d	01/16/26	02/04/26
Automation (Scripts)	21d	01/16/26	02/13/26
Configuration Walk Thru	21d	02/16/26	03/16/26

Configuration Requirements Sign Off	7d	03/17/26	03/25/26
Configuration Complete	7d	03/26/26	04/03/26
Data Conversions Plan	21d	04/06/26	05/04/26
Data Mapping	30d	05/05/26	06/15/26
Data Converted & Imported	14d	06/16/26	07/03/26
Data Import Results Report	7d	07/06/26	07/14/26
User Acceptance Testing Plan	7d	07/15/26	07/23/26
Testing scripts, test conditions, expected results, actual results	14d	07/24/26	08/12/26
Testing Results	7d	08/13/26	08/21/26
Training Plan	7d	01/16/26	01/26/26
Onsite Training	10d	01/16/26	01/29/26
Training Documentation	7d	08/24/26	09/01/26
Administrative and User Reference Materials	7d	09/02/26	09/10/26
System Implementation Plan	7d	09/11/26	09/21/26
Approved Final Readiness Assessment	5d	09/22/26	09/28/26
User Documentation	7d	09/29/26	10/07/26
System Documentation	1d	10/08/26	10/08/26
Go-Live	7d	10/09/26	10/19/26
Post Go-Live Support	14d	10/20/26	11/06/26
Sprint 8 - License Application Development (Group 8)	221d	11/09/26	09/13/27
Requirements Analysis (Fit/Gap Analysis)	22d	11/09/26	12/08/26
Detailed System Designed Documents (DSDD)	22d	11/09/26	12/08/26
Testing Plan	22d	11/09/26	12/08/26
Software Development Plan	22d	11/09/26	12/08/26
Construction Summary Reports	22d	11/09/26	12/08/26
Code Management Plan	22d	11/09/26	12/08/26
Configuration	14d	11/09/26	11/26/26
Automation (Scripts)	21d	11/09/26	12/07/26
Configuration Walk Thru	21d	12/08/26	01/05/27
Configuration Requirements Sign Off	7d	01/06/27	01/14/27
Configuration Complete	7d	01/15/27	01/25/27
Data Conversions Plan	21d	01/26/27	02/23/27
Data Mapping	30d	02/24/27	04/06/27
Data Converted & Imported	14d	04/07/27	04/26/27
Data Import Results Report	7d	04/27/27	05/05/27
User Acceptance Testing Plan	7d	05/06/27	05/14/27
Testing scripts, test conditions, expected results, actual results	14d	05/17/27	06/03/27
Testing Results	7d	06/04/27	06/14/27
Training Plan	7d	11/09/26	11/17/26
Onsite Training	10d	06/15/27	06/28/27
Training Documentation	7d	06/29/27	07/07/27
Administrative and User Reference Materials	7d	07/08/27	07/16/27
System Implementation Plan	7d	07/19/27	07/27/27
Approved Final Readiness Assessment	5d	07/28/27	08/03/27
User Documentation	7d	08/04/27	08/12/27
System Documentation	1d	08/13/27	08/13/27
Go-Live	7d	08/16/27	08/24/27
Post Go-Live Support	14d	08/25/27	09/13/27
Sprint 9 - License Application Development (Group 9)	221d	09/14/27	07/18/28
Requirements Analysis (Fit/Gap Analysis)	22d	09/14/27	10/13/27
Detailed System Designed Documents (DSDD)	22d	09/14/27	10/13/27
Testing Plan	22d	09/14/27	10/13/27
Software Development Plan	22d	09/14/27	10/13/27
Construction Summary Reports	22d	09/14/27	10/13/27
Code Management Plan	22d	09/14/27	10/13/27
Configuration	14d	09/14/27	10/01/27
Automation (Scripts)	21d	09/14/27	10/12/27
Configuration Walk Thru	21d	10/13/27	11/10/27
Configuration Requirements Sign Off	7d	11/11/27	11/19/27
Configuration Complete	7d	11/22/27	11/30/27
Data Conversions Plan	21d	12/01/27	12/29/27
Data Mapping	30d	12/30/27	02/09/28

Data Converted & Imported	14d	02/10/28	02/29/28
Data Import Results Report	7d	03/01/28	03/09/28
User Acceptance Testing Plan	7d	03/10/28	03/20/28
Testing scripts, test conditions, expected results, actual results	14d	03/21/28	04/07/28
Testing Results	7d	04/10/28	04/18/28
Training Plan	7d	09/14/27	09/22/27
Onsite Training	10d	04/19/28	05/02/28
Training Documentation	7d	05/03/28	05/11/28
Administrative and User Reference Materials	7d	05/12/28	05/22/28
System Implementation Plan	7d	05/23/28	05/31/28
Approved Final Readiness Assessment	5d	06/01/28	06/07/28
User Documentation	7d	06/08/28	06/16/28
System Documentation	1d	06/19/28	06/19/28
Go-Live	7d	06/20/28	06/28/28
Post Go-Live Support	14d	06/29/28	07/18/28
Sprint 10 - License Application Development (Group 10)	221d	07/19/28	05/23/29
Burn-in Period	90d	05/24/29	09/26/29

ATTACHMENT 1: RESUMES

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belladamrobert@yahoo.com

Adam R. Bell

SKILLS AND STRENGTHS

- Highly experienced leader of technical teams.
- Budget discipline and cost reduction expertise.
- Experienced in delivering outstanding customer service and developing “raving fans”.
- Proven ability to make data driven decisions by identifying, establishing and driving on key performance indicators.
- Driver of innovation and automation to improve operational quality and efficiency.
- Excellent communicator.
- Experienced in all aspects of operational delivery, from sales to HR to contracts to delivery and finance.
- Strong technical aptitude.
- Strategic Planning based on market research and trends

PROFESSIONAL EXPERIENCE

[s]Cube **May 2018 – present**
Albany, N.Y.
Chief Operating Officer

Part-owner and COO for 25 employee IT consulting company specializing in software implementation services, systems integrations, staffing, e-Discovery and data analytics. Responsible for directly managing all aspects of operational delivery.

Key Responsibilities:

- Direct responsibility for all delivery teams, project services and customer satisfaction (15 direct reports).
- Develop and implement hiring plans, professional development plans, and HR policies.
- Implemented partnership and profit-sharing plan focused on rewarding employee efforts and driving employee retention.
- Analyze contracts and perform profitability analysis.
- Write and negotiate all client and partner contracts.
- Participate and drive sales activities including lead generation efforts, tradeshow participation, presentations, and more.
- Manage all project services teams
- Identification of strategic growth opportunities to diversify revenue sources.
- Work closely with finance to ensure discipline to budgets and cost controls.

Conduent Legal & Compliance Solutions (fka Xerox Litigation Services) **April 2006 – April 2018**
Albany, N.Y.
Vice-President - Operations

Responsible for managing all aspects of a global, 24x7x365, technical services/operational team in a high growth, high pressure environment, delivering technology based litigation services to fortune 500 corporations and law firms.

Achievements:

- ✓ Achieved record operational throughput while improving efficiencies and lowering costs through automation and offshore initiatives.
- ✓ Grew division revenues from $30M to $100M while reducing labor costs and improving profit margins, despite significant price compression.
- ✓ Managed teams through explosive growth phase (30X unique project expansion, 10X processing volume increase);
- ✓ Reduced labor costs by more than 50% through successful offshoring and creative staffing solutions.
- ✓ Dramatically improved the timeliness and quality of client deliverables. Improved on-time delivery rate to better than 98% achieving key customer daily SLA objectives.
- ✓ Achieved and maintained DOD level security clearances for operational teams to support financial and security industry related customer work. Participated in security audits and drove compliance with all audit findings and requirements. Established and maintain ISO certification.
- ✓ Implemented essential metrics and reporting to measure key business objectives. Dramatically improved operational efficiency, quality and throughput as measured by those metrics.
- ✓ Directly involved in high level sales and service presentations to key customers and prospects generating substantial revenue growth.
- ✓ Personally managed migration of 180 TB e-Discovery platform from competitor to CLCS resulting in $1M+ in ARR. Project was on time and on budget, with exceptional client feedback.

Key Responsibilities:

- Managed all operational services teams through 7 direct reports and across 15 departments in 3 countries, including development, quality assurance, technical support, customer service, forensic collections and data processing/productions.
- Worked with IT and support teams to design, plan and manage operational infrastructure.
- Drove teams to meet daily SLA requirements for over 1000 active projects in a 24x7x365 operation.
- Managed software development and Quality Assurance teams to design, develop and implement new and/or enhanced data management systems to meet company and customer needs.
- Assisted sales teams with RFP responses and high level sales presentations on XLS' capabilities
- Member of senior management team – established divisional strategies and objectives, understand and plan for revenue and profitability objectives.
- Developed and managed to budgets, based on revenue and profit objectives.
- Designed, developed and implemented new cutting-edge technologies and process improvements to meet those goals, ensuring adequate change control processes are complied with to maintain quality standards.
- Planned for future anticipated growth in terms of IT infrastructure and human resources.
- Automated, innovated, reduced costs, drove operational excellence.

iLinc Communications, Inc. Troy, NY. **January, 1999 – April 06**
Vice President - Technical Services

Responsible for the delivery of all technical services for a high-tech web conferencing/VoIP company. Managed technical support, development and IT staff. Directly involved in supporting critical sales efforts in high level presentations. Promoted 4 times in 7 years.

Achievements:
- ✓ Delivered exceptional technical services to iLinc customers despite deep staffing cuts and limited resources.
- ✓ Implemented scalable self-help-based support mechanisms, and drove development teams to improve product quality, resulting in increased customer satisfaction and reduced costs.
- ✓ Managed development team to deliver major and minor updates to customers on-time and on-spec.
- ✓ Directly responsible for ongoing maintenance revenue of more than $1M annually.
- ✓ Personally responsible for assisting sales in signing new contracts with key accounts resulting in revenues of over $2M.
- ✓ Considered the “go-to” guy for critical sales opportunities; frequently called upon by Senior Management to deliver critical high-level sales presentations.

Key Responsibilities:
- Manage the day to day operations of a high-volume customer service support center
- Manage iLinc’s diverse and widespread development team to deliver critical development projects on-time.
- Manage the IT operations for the entire company, including Phoenix office (headquarters)
- Manage budgets, contain costs.

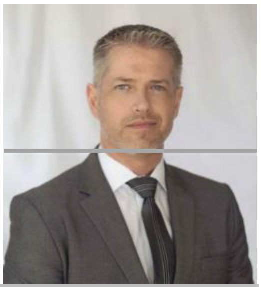
Whiteman Osterman & Hanna – Albany, NY **1989– January 1999**
Information Systems Manager

Managed the information systems of Albany, NY’s largest law firm.
- Managed technical support staff and help-desk operations;
- Negotiated and managed vendor service contracts;
- Proposed and managed annual IT budget
- Fully implemented a 100+ user network from the ground up, including servers, workstations, wiring, connectivity, software, and more.

EDUCATION

MA, Political Science – State University of New York at Albany, NY May, 1996
BA, Political Science – University of Vermont, Burlington, VT May, 1988

Randy Farne



415.488.6626 | randy.farnes@scubeenterprise.com

SUMMARY

Randy’s experience in the information systems arena spans over 20 years with disciplines ranging from TCP/IP networks, Managed Services, SaaS, Project Management and Services Consulting. As a Services Consultant Randy has achieved Accela certifications in Land and Asset Management with a key focus on requirements gathering, documenting requirement specifications, testing, and end-user training.

EXPERIENCE

sCube Enterprise – Schenectady, NY

Delivery Consultant
October 2016 – Present

- Tompkins County, NY (2017 - Current) Accela Civic Platform and ACA Configuration Implementation and Support; Lead Services Consultant
- Hermosa Beach, CA (2016 - 2017) Accela Civic Platform and AMO Configuration Implementation and Support; Lead Services Consultant
- Louisville, KY (2016-2017) Accela Civic Platform Record Type and Asset Analysis and Configuration - Services Consultant

Accela, Inc. - San Ramon, CA

Delivery Consultant
November 2015 – August 2016

- Hermosa Beach (2016) – Accela Civic Platform Configuration, Implementation, and Support $801,203; Services Consultant
- Mesa, AZ (2016) - Accela Civic Platform Configuration, Implementation, and Support $7,643; Services Consultant
- Livermore, CA (2015) – Upgrading existing client to Accela Asset Management (Civic Platform v8.0) $2,448; Services Consultant

Project Manager
October 2013 – October 2015

- Washoe County, Reno, Sparks, NV (2014 – 2015) Multiagency Installation and configuration of Accela Automation Land Management and Permitting/Licensing $1,446,000; Project Manager
- Chesapeake, VA (2013 – 2014) Installation and configuration of Accela Automation Land Management and Permitting/Licensing $1,217,000; Project Manager
- Livermore, CA (2013 – 2014) Upgrading existing client to Accela Automation v7.3 $804,345; Project Manager

Granicus, Inc. - San Francisco, CA

Project Manager
June 2008 – January 2013

Granicus offers a cloud platform and suite of applications designed specifically for government agencies that want to take advantage of software-as-a-service (SaaS) and video streaming.

- Deployed $7,868,176.05 in total bookings
- Produced $4,748,454.09 in upfront revenue
- Delivered greater than $259,880.44 to our monthly earnings
- Successfully directed more than 213 new client installations
- Managed over 296 upgrades for existing clients
- Identified issues in the deployment process to better streamline workflow
- Maintained a client retention level at or above 97%
- Served as trainer/remote installer familiarizing clients with their new software
- Traveled at times up to 25%, working primarily in Washington D.C. for federal clients

EDUCATION

Project Management 108, IT - Computer, Networks, and Emerging Technologies, Ohlone College, Fremont CA
Low Voltage Contractor's License, California State Contractor's Board, Sacramento, CA
Head End Engineer, Fiber Optic Technician, National Cable Television Institute, Littleton, CO

SKILLS AND QUALIFICATIONS

- Accela Bronze Certified Implementation Professional
- Accela Asset Management Certified
- Microsoft Windows/Office (Including Visio, Project, Excel, Word, PowerPoint, and Publisher)
- Salesforce
- NetSuite/OpenAir
- Clarizen
- TCP/IP Networking
- VoIP
- Hybrid-Fiber Coaxial Cable Television
- Analog Voice (Telecom)
- Low voltage cable installation and management

REFERENCES

Brenda K. Thorek, Senior Program Assistant, Alarm Enforcement Unit, State of Mesa, AZ
Tel: (480) 644-4423; Email: brenda.thorek@mesaaz.gov
Lauren Lupica PMP, Senior Project Manager, State of Mesa, AZ
Tel: (480) 205-9319; Email: lauren.lupica@mesaaz.gov
Neal Snedecor, Information Technology Division Manager, State of Livermore,
CA Tel: (925) 960-4144; Email: nhsnedecor@stateoflivermore.net
Jeff Sweet, Territory Account Manager, Amazon Web Services - San Francisco, CA
Tel: (530) 318-2579; Email: jasweet@amazon.com
Ian Campbell, Director of Engineering, Comcast Cable – Denver, CO
Tel: (720) 402-7986; Email: ian_campbell@cable.comcast.com

Thomas Bianco

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SUMMARY

As a Project Manager and trained scrum master, Thomas is responsible for managing the delivery process. Agile based implementations are executed through a series of Sprints and rely heavily on real-time testing and feedback from the client. Daily scrum calls and monthly oversight meetings are held to discuss critical issues and review overall project progression. Production releases are typically scheduled at timed intervals throughout the implementation, allowing for a reduced and tightly focused release package.

Thomas has also been involved in the report analyzation process across multiple Accela projects and reporting formats including Crystal, SSRS and Accela Ad Hoc. Acting as a liaison between the client and report developer, Thomas has conducted thorough analysis sessions to develop prototypes for the requested products. With a strong understanding of the Accela System configuration, Thomas can troubleshoot reporting issues and ensure that report requirements are accurate and delivery expectations are in line with project target dates.

EXPERIENCE

sCube, Inc. – Albany, NY

Project Manager – Accela Platform
2018 – Present

- Pasco County, FL - $200,000
    - Managed the implementation of Accela services for the County's Code Enforcement Department
    - Lead report specification meetings with subject matter experts
    - Demonstrated proof of concept and product functionality
    - Hosted onsite and remote User Acceptance Testing Sessions with County resources
    - Delivered the Accela Enforcement Module release to the County's Production Environment
    - Conducted recurring post Go-Live meetings to review and resolve reported items
- Jefferson County, AL - $645,000
    - Installation/configuration of Accela Land Management and Licensing Solutions
    - Business Rules and Scripting
    - Quality Assurance Testing
    - Administered onsite/remote end-user training (Train the trainer)
    - Go-Live Change over
    - Post-production Support
    - Reporting Analysis (Accela Ad hoc Reports)
    - AMO/Mobile Inspector Application training
- Fort Worth, TX – $219,700 Accela Automation Land Management and Permitting Solution including EDR
    - Requirements Gathering and Documentation
    - Configuration of new module and record types

    - Developed Business Rules (javascript) and Reports (Adhoc & SSRS)
    - Delivered onsite End User Training and Electronic Document Review (EDR)
    - Data Conversions across 3 business groups
- Boulder County, CO - $81,640
    - Conducted needs analysis and requirements documentation
    - Configuration of new record types with customizations
    - Developed multiple reports, both Adhoc and SSRS
    - Onsite Training - Train the Trainer & Accela Mobile
    - Data Migration (EnvisionConnect ❼ Accela)

Delivery Consultant – Accela Platform
2015 – 2017

- Arlington County, VA – Accela Civic Platform Configuration, Implementation, and Support $801,203; Services Consultant
- Tompkins County, NY
- Osceola, FL – Accela Civic Platform Configuration, Implementation, and Support $7,643; Services Consultant
    - Business Analysis and development of To-Be Documents
    - Prototype demonstration and configuration (Accela Automation and Citizen Portal)
    - Business Rules and Scripting
    - Quality Assurance Testing
    - End-User Training (Train the trainer)
    - Reporting (Accela Ad hoc Reports)
    - Go-Live Change over
    - Post-production Support
    - AMO/Mobile Inspector Application training
- New York Power Authority –
    - Configuration enhancements (Accela Automation)
    - Managed additional scripting changes
    - Migration Process
    - Quality Assurance Testing
- Texas DOT – $570,00
    - Configuration (Accela Automation and Citizen Portal)
    - Business Rules and Scripting
    - Quality Assurance Testing
    - Administered onsite/remote end-user training (Train the trainer)
    - Go-Live Change over
    - Post-production Support
    - Reporting (Accela Ad hoc Reports)
    - AMO/Mobile Inspector Application training

Accela, Inc. - San Ramon, CA

Services Consultant
August 2014 – March 2015

- Defect management: Triage, configuration, and QA testing.

Zachary McVicker

Blade4167@gmail.com
Current Address: 1101 Western Avenue Apt 2W • Albany, NY • (518) 567-2720

EDUCATION

University of Albany – State University of New York, Albany, NY
Bachelor of Science in Digital Forensics, May 2018 Overall GPA 3.97

Columbia-Greene Community College, Hudson, NY
Associate of Science in Individual Studies, May 2016 Overall GPA 4.0

EXPERIENCE

[S]CUBE, Schenectady New York
Solutions Architect, *November 2019 – Present*

- Drove innovation and efficiency initiatives to improve technical delivery methodologies, improve quality, reduce costs and reduce time of delivery by developing internal workflows to manage internal process refinement in an agile methodology.
- Engaged with Senior Management to develop business intelligence reporting solutions to bring critical and relevant business metrics and trends to light. Developed internal database that would populate from an API call from internal time tracking software. Subsequently used BI Reporting Suites (SSRS) to generate revenue reports, identify employees delivering less than 50% billable hours and build out general forecasting models.
- Mentored and directed internal intern program over my tenure with the Company; mentored 3 groups of interns over the course of three seasons: hired 1/3 of them on full-time and continued to mentor and lead them.
- Data Conversions Lead, responsible for identifying all legacy data for clients, converting it into an importable format for SQL Server, and subsequently manually writing SQL Stored Procedures/Insert statements to bring this data into the Munistate 5 Software Suite.
- Rigorous communicator who consistently kept customers aware of where their project's timeline stood, potential blockers that might have arisen, and calling meetings as needing involving key players, both technical and non-technical. Proudly and successfully have consistently held 5 active projects at once with great success.

Technical Consultant, *June 2018 – November 2019*

- Wrote complex JavaScript functions/scripts across over 20 Accela Civic Platform projects, using JavaScript to automate the software, validate data entered, and extend the overall platform. Had the distinct privilege of leading Scripting efforts across these 20 projects, identifying requirements, translating complex requests into specification documents outlining clear acceptance criteria from a client perspective
- Expert BI Report Writer. Have written over 200 complex Crystal/SSRS reports in both MSSQL and Oracle. In-depth knowledge of the Accela Database's Schema.
- Wrote multiple .net applications that would interface between the Accela civic platform, and other API driven sites (Payment Processors and Automated Data Transfer being the most common)

SKILLS/
CERTIFICATIONS

Accela Bronze Certified, JavaScript Expert, SSRS/Crystal Reports Specialist, Extensive Agile Experience, SQL Server/Oracle Professional - Extremely confident with syntax for both, Adaptive Person and Technology Enthusiast – Love working off-hours to develop and deliver the best possible product no matter the complexity.

A/H

Andrew Heikaus

DATA ANALYTICS/
SYSTEM INFRASTRUCTURE CONSULTANT

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Schenectady, NY 12305

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ABOUT ME

Customer service focused professional with 15+ years managing technical teams and highly complex projects in legal, municipal governance, and digital forensic sectors.

Keenly interested in emerging technologies in the realm of relational and probabilistic databases, technology assisted analysis and classification, computer and network hardware, CPU and GPU architecture and lithography, and technology industry trends.

SKILLS

Network and System Security

Technical Operations Directorship

IT System and Network Infrastructure Design and Support

10 / 10

SQL Database Administration and High-Volume Data Analysis

10 / 10

eDiscovery and International Data Management Logistics

CERTIFICATIONS

EnCase Certified Forensic Examiner

Relativity Certified Administrator

Accela Bronze Certified Implementation Professional

CompTIA A+ and Network+ Certified

EXPERIENCE

Municipal Data Analytics Technical Consultant

sCube Enterprise | Schenectady, New York | 2018 - Present

Responsible for deploying civic governance solutions through the Munistate5 and Accela software platforms, including a primary focus on legacy system data conversion projects.

- **Migrated over one million records** for a variety of municipalities running Oracle, Microsoft SQL Server, AS/400 mainframe, and other platforms to the modern Munistate5 and Accela platforms using custom developed SQL and other solutions.

Director of APAC eDiscovery Data Management Services

Xerox Legal Business Services | Kwun Tong, Hong Kong | 2015 - 2018

Responsible for managing APAC Operations teams, providing eDiscovery services from collections to productions. Managed all aspects of Xerox Litigation Service's second satellite Operations office; including software and infrastructure changes and designing and executing test plans to ensure functionality of all services.

- Coordinated with System and Network Engineering teams to roll out server and network infrastructure to two data centers and new office space.
- Designed software development and testing plans to ensure infrastructure worked properly in a new satellite environment.
- Assisted Business Development teams by attending sales meetings and interacting with potential customers at industry conventions.
- Support and trained staff on all three of the eDiscovery review platforms offered by XLS; OmniX, Viewpoint, and Relativity.
- Worked directly with clients on a daily basis ensuring they receive exemplary customer service.
- Identified and recruited local talent to staff various Operations teams.

Director of Viewpoint eDiscovery Operations

Xerox Legal Business Services | Albany, New York | 2013-2015

Responsible for delivering "SaaS" (software as a service) offerings to in-house hosted and remote dark-site environments across the globe. Specific responsibilities included providing training and direction for staff, ad hoc data analysis of large data sets, development and implementation of process automations and data integrity audits, working with systems teams to define environment architecture, and providing consultation and support for clients.

- Frequently travelled internationally to provide on-site support, analysis, and training to ensure our customers received an exceptional level of service.
- Developed custom database index object and statistic maintenance suite to address database performance concerns.
- Designed numerous software solutions to improve productivity of Operations and Legal Services teams when analyzing multiple-terabyte relational databases.
- Developed and implemented several automated reporting mechanisms to identify data integrity issues before they became issues as well as providing information such as billing metrics to accounting teams.
- Helped drive architectural design decisions for several million USD worth of hosting infrastructure across several environments in three continents.

Director of Solutions Architecture and Software Development and Testing

Xerox Legal Business Services | Albany, New York | 2012 - 2013

Directed three teams responsible for the design, development, and QC of technology solutions for Xerox's eDiscovery Operations, Accounting, and Client Services teams.

- Implemented agile development methodologies to reduce development and testing turntimes.
- Researched and implemented emerging technologies such as phonetic audio analysis and indexing engines to allow for keyword and contextual searching.
- Responded to unique client needs such as the need to ingest COBOL data into modern, indexed, formats that allowed for legal teams to review and produce data to regulatory bodies.
- Designed and implemented an in-house software framework to reduce development time and centralize frequently used portions of code.

Director of European eDiscovery Data Management Services

Xerox Legal Business Services | Telford, Shropshire, United Kingdom | 2011 - 2012

Responsible for managing UK Operations teams, providing eDiscovery services from collections to productions. Managed all aspects of Xerox Litigation Service's first satellite Operations office; including software and infrastructure changes and designing and executing test plans to ensure functionality of all services.

- Identified and recruited local talent to staff various Operations teams.
- Successfully enabled Xerox Litigation Services' full Operational service capastate in Europe ahead of proposed deadlines, allowing us to service our customers early and beat projected revenue expectations.
- Developed employee improvement and training plans to cultivate skills, allow for greater cross-department interoperability, and improve employee morale by setting clear goals and objectives.

eDiscovery Operations Manager

Xerox Legal Business Services | Albany, New York | 2009 - 2011

Managed third-shift data management operations teams and assisted Client Service teams to prioritize work, and generating data volume and turn-time reports.

- Provided support to Operations staff to ensure project deadlines were met.
- Developed a customized work prioritization system that would later evolve into a critical component of Xerox Litigation Service's business process workflow.
- Conferred with department managers to develop employee improvement roadmaps to ensure employees were constantly improving and diversifying their skill set.

eDiscovery Productions Analyst

Xerox Legal Business Services | Albany, New York | 2007 - 2009

Responsible for developing and utilizing technology-based solutions to manipulate and delivery large volumes of data under strict deadlines.

- Developed custom Oracle PL/SQL, Perl, and Linux/BASH code to deliver high volumes of customized data to law firms and regulatory bodies.

Network Operations Center Support

HostRocket.com, Inc. | Clifton Park, New York | 2006 - 2007

Provided network administration and systems support for virtualized and co-located web hosting customers, information security support for compromised systems/hacking incidents, and general data center tasks (racking systems, running networking, power, etc…).

Manager of Computer Repair Department

Circuit State Stores, LLC. | Albany, New York | 2003 - 2006

Performed break/fix support for small offices and home users, including networking, hardware repair (including more complex repairs like soldering components in laptops), and managed a small team of PC repair technicians.

Jr. Network Administrator

Newkirk Products Inc. | Albany, New York | 2000 - 2002

Performed various computer support and administration tasks such as new user creation, server deployments, security audits, development of an internal company website, user support, license management, application deployments, and system inventories.

ATTACHMENT 2: BUSINESS REQUIREMENTS TRACEABILITY

ATTACHMENT TWO
Business Requirements Traceability Matrix

Request for Proposal Number 6249 Z1

Bidder Name: [s]Cube, Inc.

Introduction

The Department of Health and Human Services (DHHS) Public Health Licensure Unit has identified the following major functions and divided the functions into operational tasks. DHHS wants to implement a commercial, off-the-shelf (COTS) licensure software system with as little customization as possible. **Bidders are encouraged to identify when and where any improvements or modifications to the system can improve the workflow.**

The State realizes that not all of the requirements stated in this specification may be COTS functions or operational tasks. While it is hoped that many of the functions and tasks are available from COTS, the State encourages Bidders to note any modifications necessary to provide the functions required in this specification, and to meet the design needs of the system.

The major considerations for the procurement, implementation, and maintenance of required software and hardware components which are associated with the licensing information system are summarized as follows:

1. The system exists to support the functional needs of DHHS.
2. The capastate (or expandability) of the system should be adequate to cover the long-range needs of DHHS, up to ten years at 10% annual growth. The system should be capable of processing the current and projected size, volume, and types of licenses.
3. The system should offer optimal performance with a minimal expenditure of DHHS personnel resources or funds required for maintenance (e.g., contractor labor).
4. The operational features of the software should be advanced in functional considerations and representative of state-of-the-art technical design.
5. The State wishes to implement a technically advanced, robust, and proven system – not a new and unproven system that could introduce high levels of risk.
6. Legislation may change the requirements for currently-regulated license types, or create new regulated license types. The system must be flexible enough for DHHS staff to add new license types and change the requirements for current license types within a short period of time.

It should be noted that some examples and illustrative phrases are provided throughout this specification. Bidders are cautioned that a specific implementation should not be inferred from an example or illustration, but that an appropriate implementation should be proposed.

If there is a conflict between a description in a narrative section of this document and a requirement quoted as a specification, the specification must have precedence.

Bidders should describe in detail how the proposed system meets the conformance specification outlined within each Functional/Business Requirement. It is not sufficient for the Bidder to simply state that it intends to meet the requirements of the RFP. The traceability matrix must indicate how the Bidder intends to comply with each requirement and the effort required to achieve that compliance.

The traceability matrix is used to document and track the project requirements from the proposal through testing to verify that the requirements have been met. The Contractor will be responsible for maintaining the contract set of Baseline Requirements. This traceability matrix will form one of the key artifacts required for testing and validation that each requirement has been complied with (i.e., 100% fulfilled).

The bidder must ensure that the original requirement identifier and requirement description are maintained from the traceability matrix.

How to complete the traceability matrix:

Column Description	Bidder Responsibility
Req #	The unique identifier for the requirement as assigned by DHHS, followed by the specific requirement number. This column is dictated by this RFP and must not be modified by the Bidder.
Requirement	The description of the requirement to which the Bidder must respond. This language is specified in the RFP and must not be modified by the Bidder.
(1) Comply	Bidder must insert an "X" if the system complies with the requirement. Describe in the response how the system meets the requirement. If the system does not comply with the requirement, the Bidder must address the following: 1. Capability does not currently exist in the system, but is planned in the near future (within the next few months) 2. Capability not available, is not planned, or requires extensive source-code design and customization to be considered part of the Bidder's standard capability 3. Capability requires an extensive integration effort of more than 500 hours
(a) Core	Bidder must insert an "X" if the requirement is met by existing capabilities of the core system or with minor modifications or configuration to existing functionality.
(b) Custom	Bidder must insert an "X" if the Bidder proposes to custom develop the capability to meet this requirement. Indicate "custom" for those features that require substantial or "from the ground up" development efforts.
(c) 3rd Party	Bidder must insert an "X" if the Bidder proposed to meet this requirement using a 3rd party component or product (e.g., a COTS vendor or other 3rd party). The Bidder must describe the product, including product name, functionality, and benefits in the response.

Licensure Software Functional/Business Requirements

The functional requirements listed below are those that DHHS staff deem essential. Bidders must note if their application meets each specific requirement, and describe how their software will meet each requirement. Bidders should also define and describe any additional functionality available in their software, beyond what is listed in the functional requirements.

Each requirement is identified by the following first three characters:

BID	Bidder Requirements
GEN	General System Requirements
ILA	Initial Licensure and Examination Requirements
RLA	Renewal Licensure Requirements
ACT	Accounting and Fees Requirements
LCV	License Certification/Verification Requirements
COM	Complaints and Investigations Requirements
DIS	Disciplinary Actions Requirements
MOB	Inspection and Mobile Functionality Requirements
RPT	Reporting Requirements
INT	Data Interface Requirements
ONL	Online Transaction and Public Interface Requirements
TRN	System Training Requirements
PHI	Public Health Investigations Requirements

Bidder Requirements

<table>
<tr><th>Req #</th><th>Requirement</th></tr>
<tr><td>BID-1</td><td>Provide a Draft Project Management Plan.</td></tr>
<tr><td colspan="2">Response:
This has been included with this proposal response in the Project Planning section.</td></tr>
<tr><td>BID-2</td><td>Describe the anticipated data conversion timeline, including the rollout strategy and when full implementation will be achieved.</td></tr>
<tr><td colspan="2">Response:
We proposed to deliver this project in an agile manner, with multiple production rollouts. Based on this, the first data conversion will be completed prior to the first production rollout.

The sCube data conversions plan is incorporated into the larger implementation plan (included in the Project Planning section of this proposal), and typically requires the following critical steps:

A. Meet with IT and key personnel to itemize legacy systems and develop a plan for transferring of relevant databases/content to sCube (normally via secure FTP).
B. Stage and analyze the legacy systems for execution of ETL activities.
C. Meet with legacy system SMEs to itemize the contents, document relevant system practices, and perform a data mapping to Accela fields of critical elements.
D. Perform initial ETL based on data mapping and QC the results.
E. Review initial ETL efforts with relevant client personnel. Obtain detailed feedback.
F. Re-run a 2nd ETL based on client feedback. QC and turn over the results for a 2nd review
G. Obtain final feedback if necessary, adjust ETL processes.
H. Stage and execute a final ETL in preparation for final review.
I. Obtain final sign off on the ETL from client stakeholders in preparation for go live.</td></tr>
<tr><td>BID-3</td><td>Describe how the system automatically expands text boxes based on amount of text entered. Fields of adequate length for data elements and narrative text notes are required, as well as being able to view a significant portion of text notes without scrolling.

DHHS is seeking a configurable system that does not have unreasonable data entry limitations and that allows large sections of comments to be seen in their entirety without scrolling. Some examples include inspection and investigation description entry fields, licensee record notes, and name and address fields. The Contractor must provide the data dictionary within thirty (30) calendar days following contract execution.</td></tr>
</table>

Req #	Requirement
Response: Note fields exist throughout the solution to assist in capturing information. While each comment area allows for 4,000 characters, authorized users can create additional comment fields providing an unlimited length in totality for notes/comments. Scrolling abilities assist users in viewing this information.	
BID-4	Describe the age, development stage, and robustness of the system, including mobile and synchronization capabilities.
Response: Accela is committed to the ongoing development of its products and works continuously to enhance the solutions to remain current with new technologies and consistent with best business practices. We spend millions of dollars each year on research and development activities to enhance the effectiveness of our technology for our clients. Every single release advances technology and the automation it can bring our clients and their communities. Since its initial launch 19 years ago, there have been more than 30 releases of Accela's solutions, excluding minor releases and service packs. The Accela solution is fully browser based and is designed using modern web technologies such as HTML5. As such, the application supports fully responsive design which allows the web application to dynamically adjust to the client browser whether that be on a desktop, tablet, or mobile phone. With the widespread adoption of mobile devices, Accela also offers mobile capabilities for iOS or Android-based smart phones and tablets to bring processing to the field through our cloud-based solutions.	
BID-5	Describe the update cycle of the licensure software system, such as how often new versions will be implemented.
Response: Accela typically provides a major software release twice per year, but may vary as requirements dictate. Service packs are used to correct an identified problem with a software program or an operating system that requires immediate action are issued each month. For simplistate, we use seasonal terminology for our releases (e.g., Spring 20XX, Fall 20XX). These major releases include enhancements to Accela's solutions, Citizen Access, GIS, Mobile, and our pre-configured Civic Applications. We use GitHub (https://github.com/) to manage our code and various software versions.	
BID-6	Describe any compatible software packages used to create reports, templates, correspondence, etc., and how the software package versions are updated to ensure compatibility with DHHS versions.
Response: Accela understands reporting can be one of the most difficult, time consuming functions – while critical and necessary for measuring, scheduling and determining business decisions. Accela's solutions include 100+ standard reports. The reports are created in a fashion that are dynamic and adjust to the data that is being fed to the report/letter. Accela's Ad hoc Report Writer provides an easy point-and-click user interface and user-friendly views of our solutions data, offering the ability to design, deploy and manage its own dashboards, reports and documents (i.e., form letters) **without requiring any third-party reporting tools**.	

Req #	Requirement
BID-7	Describe the document scanning methodology used, including compatible software packages that interface with the system, and how documents are attached, referenced, and deleted from license records. If the system does not have an integrated scanning/attachment module, describe the proposed electronic documentation system. Describe how the software package versions are updated to ensure compatibility with DHHS versions. DHHS currently scans paper documents with a copier. DHHS also receives already-scanned documents In either case, DHHS will need to attach those documents to the licensee record.
Response: The solution has its own Document Repository providing minimal but key elements to document storage and retrieval. Virtually all documents associated with record types (letters, submitted applications, affidavits, electronic versions of plans, etc.) can be stored in this repository. However, large public agencies for the most party have Electronic Document Management Systems (EDMS) which provide extensive functionality over and above that provided by the Accela Document Repository. Accela has developed innumerable interfaces to existing EDMS systems aided by its API. More than a dozen such systems have been interfaced.	
BID-8	Provide the hours that live technical support is available, and describe the method(s) by which it is provided, to facilitate quick resolution of problems.
Response: All [s]Cube team members working on the project will be available by mobile phone during [s]Cube business hours, for call and issue escalations. Contact information for the team will be published and available to designated employees. Calls are typically answered immediately, but if not will normally be returned or acknowledged within 1 business hour. [s]Cube's business hours are Monday – Friday 9 am – 5 pm Eastern time, excluding holidays and weekends. All of [s]Cube's support activities are in supplement to the Accela support services offering, which incorporates the following support areas: a. Telephone Support – Accela provides a telephone number to contact Customer Support, Accela's live technical support facility. b. Online Support – Accela will provide access to an online support portal available 24 hours a day. c. Email Support – Accela will provide one or more electronic mail addresses to which a customer may submit routine or non-critical support requests 24 hours a day, which Accela will address during its regular business hours. d. Community Support – Accela will provide access to archived software updates and other technical information in Accela's online support databases, which are available 24 hours a day. e. Remote Support – When required to properly resolve a maintenance request, Accela will provide remote assistance via the WebEx environment or another mutually acceptable remote communications method. f. Software Updates – Accela will provide revisions of and enhancements to maintained software products as such updates are generally released.	
BID-9	Provide a draft Contract Closeout Plan which includes all the items specified in Section II. Terms and Conditions, V. Contract Closeout. The State intends to award a single contract for all services.
Response: [s]Cube agrees to the closeout plan requirements as listed in Section II. Terms and Conditions, V. Contract Closeout. [s]Cube takes responsibility for end-of-contract activities prior to the completion of the contract to ensure that the transition from [s]Cube operations to the successor Contractor, or DHHS, occurs smoothly and without disruption to DHHS. At the time (within 30 days prior to the end of the contract), [s]Cube will designate a person with the appropriate training to act as the transition coordinator and develop a closeout plan as indicated in the Terms and Conditions.	

Req #	Requirement
BID-10	Provide ALL governmental regulatory entities that are currently using bidder's licensure software system, if any, and provide names and phone numbers of the entities' system administrators.
Response: The Accela Civic Platform is used by over 2000 governmental entities. Accela dominates the planning, permitting, licensing and code enforcement software market. 58% of the 50 largest U.S. cities use Accela Civic Solutions as their enterprise land management system. And over 42% of the next 50 use Accela. Over 50 Counties, many of them the country's largest counties, including Maricopa, San Diego, Denver, San Francisco, Clark, Hamilton, King, San Bernardino, and St. Louis Counties use the Civic Solutions. Additionally, 17 States use Accela for various licensing and permitting programs.	
BID-11	Describe the methods for developing and maintaining test scenarios, test sets, test cases, and test steps. Testing Methodologies must also address the approach to documenting test procedures and test results.
Response: [s]Cube's testing methodologies are built into the Agile development process and are instrumental to an overall successful delivery and has produced exceptional results. Our processes involve 4 critical quality related steps outlined below. These steps are executed on ALL development that is performed on any part of the project, including permit/license record designs, interfaces (integrations), overall system testing, and UAT. Note: Stress/performance testing is not typically required on a project of this size and is performed by Accela personnel on a release basis…with that said, the Accela platform is highly scalable and cloud based, with proven scalability to many multiples of the users and processes under development in this project. **Step 1.** We make sure we start with detailed, documented requirements that can be used as the "gold standard" for testing purposes. Without proper documentation of requirements, it is impossible to test to desired outcomes. This is our starting point…it normally consists of extensive spreadsheet-based documentation for each record or inspection type being built, itemizing custom fields, UI placements and properties, and the like. But it also consists of user stories, so that the true end user experience is captured and becomes "testable". All details are posted to the transparent and client-available ticketing system, for permanent record keeping. **Step 2**. We then build the work to those specifications in a "Development" environment, and prior to sending anything to customers, we require that all work is first peer reviewed internally. Peer review processes are fully documented in the appropriate tickets, and a pass or fail post is made to the system, summarizing how the work was tested, what inputs were used, what results were seen, and whether this matches the stated requirements for the function. **Step 3.** Once peer review is completed and the ticket "passes", it is then migrated to the "Test environment" and tracking tickets are transitioned to the actual SME users who are involved in the Sprint development process from the Client/business side. The work is first demonstrated to users, and then handed off for review and either approval or correction. Tickets can be posted to, screen shots are supported, and comments/feedback are fully recorded in the system. If the work passes, clients transition tickets to "Ready for Release". If not, tickets are transitioned back to [s]Cube with appropriate feedback and corrected for re-review. **Step 4.** Finally, in preparation for a release of code into production systems, a 2nd and Final UAT session is held, wherein all teams are engaged to re-review their functional requirements in the system, noting any changes due to interactions with other inspections or records, or newly completed interfaces, data conversions, reports, etc. This final step is intended to provide a final look at the product in a go live state, with complete and full intra-inspection functionality, as well as interactive functionality across all inspection records and interfaces. The same UAT procedures are used in this final UAT step…tickets are reviewed, commented on, and either passed or failed with comments for resolution by development teams.	

Req #	Requirement
BID-12	Describe how the system provides application controls to prevent unauthorized use, maintain system process controls, and log all transactions. In addition, the system must provide security to limit availability to application functionality, software screens, data records, data elements, and data element values where appropriate.

Response:
All system interaction including viewing/editing data fields is controlled by the system's security controls which are assigned at the user and user-group level. Administrators can configure filters and screens to create customized role-based consoles targeted to specific user roles, presenting only the information users need to efficiently perform their jobs. Administrators can also configure console labels and text to match agency-specific terminology. End-users can personalize their consoles, choosing and arranging screens, organizing List Portlet data, and defining custom Global Searches to focus in on specific data.

Accela's solutions provide transaction logging, or "audit history" throughout the product to show changes made to records and tasks. Transaction logs information including the change made, the date and time of change and the User ID.

For example, the workflow component, which controls every task, for a given process (or series of tasks), is an auditable feature of the system. This area of the system is designed to be configured to match the business processing rules for any application, license, case, enforcement action, etc. no matter how simple, complex or convoluted. An audit trail applies to transactions conducted in the system. This workflow audit trail has a time stamp indicating the date and time that an action was committed on the system (e.g., a status chosen to a given task). It also captures the logon ID of the user taking the action as well as the listing the action itself. Once this information is saved, an unauthorized user cannot change it. If a system administrator makes a change, that administrator's date and time stamp, logon ID and change will be reflected in the workflow assuring the strictest security to this aspect of every transaction. By the techniques inherent to the system, strict accountability is assured for all configured processes.

General System Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
GEN-1	Describe how the system includes intuitive, user-friendly dashboards and work queues for each staff person to process multiple steps within the system. Dashboards must be easy to configure to staff preferences and needs. The system must track and produce timely staff alerts that are configurable by license type, and place them into the work queue of the appropriate staff for processing. The system must include an intuitive way to view and transfer items between staff dashboards or work queues as needed. The system must automatically log communication, documentation, and changes to the records. The system must allow printing and reprinting of documents as needed. Data entry must update the database in real time. For example: (1) an application is submitted and placed on a data entry queue; (2) after entry, the application would move to an applications pending/checklist queue; (3) after all items are received and checked off, the application would move to a license issuance queue, which would include generating and printing licensure documents such as wall licenses, wallet cards, and certifications.	X			
Response: The Accela solutions capture an incredible amount of information both out-of-the-box and through agency-defined configuration; including but not limited to Key Performance Indicator (KPIs) metrics like application time-in-possession, workflow, inspection and activity-based dates and time stamps, dollars and cents surrounding cost and revenue and so much more. We encourage agencies to use this information to empower decision makers, help identify opportunities for efficiency and visualization. Users can configure dashboards to display information of interest to their tasks. These dashboards offer a wide variety of pictorial outputs (e.g. bar graphs, odometers, pie charts, and more).					
GEN-2	Describe how the system will allow more than one user to be in the same licensee record at the same time, but allow only one user to make changes within the same part of the record at the same time.	X			
Response: Database locks and constraints are in place to prevent updates to the license at the exact same time.					
GEN-3	Describe how the system will update the database as data is entered in real time, and keep a history of the changes made, who made them, and when.	X			
Response: The Accela system is a real-time system. Data that is entered or modified is accessible as soon as it is entered, as the data is stored with status codes. All changes are tracked in real time. This includes updates to the basic licensee information, workflow or comments added, and staff who made those changes or updates to the workflow tasks. The audit log also tracks deletions.					
GEN-4	Describe how the system will provide customized views and available functionality by user group or role (role-based security). The system must allow non-relevant or non-public items to be hidden based on the user group or role.	X			

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
Response: The Accela solutions are entirely governed by role and function-based security applicable to every user, both internal and external. These permissions to the system and to what users can access, view or complete are governed by the assignment of such roles/privileges by your System Administrators.					
GEN-5	The system administrator must be able to limit the data elements that are available within a given security level for data searches and reports, so that data will not be released inadvertently. The system administrator must be able to define each data field as either public or restricted, and have restricted information available only to appropriate staff based on roles.	X			
Response: The ability for non-registered public users to search records is supported within the proposed solution. The system administrator can define what attributes of a record are visible to the public or restricted, including limiting search criteria where necessary.					
GEN-6	Describe how the system will allow for administrator rights to oversee the systems, including the ability to configure multiple access rights and security levels based on user security profiles, to import/export/update/change data, and to configure and generate reports.	X			
Response: See above.					
GEN-7	Describe how the system will attach documents, videos, photos, correspondence, and other documentation to licensee records by date, item category, security/access level, retention schedule, etc., as identified by staff. Describe how records will be stored and deleted according to the DHHS and State retention schedules.	X			
Response: The Accela solutions support an unlimited number of document storage repositories. There is a default repository that comes out-of-the-box called Accela Document Services (ADS) and stores any attached documents within the solution into a file server directory defined and managed by Accela. The documents are stored as-is, meaning Accela does not convert them all to a specific file format. As such, when a specific document is opened from within Accela it will do so into the default local application for the file type (i.e. a .DOCX file would open in MS Word while a .PDF file would open in the user's default PDF viewer). If the client wishes to utilize other 3rd party Electronic Document Management Systems (EDMS) then we would integrate to those and define what record types should have their documents stored within them. Accela defers to the EDMS tool's defaults for document storage (i.e. metadata tagging, propriety file format conversion, etc.) and we maintain the reference between the Accela record and the file so that it can be opened from all products within Accela's solutions. The solution supports any and all file extension types and file sizes while giving the municipality the ability to configure file extension type limitations (i.e. prevent the upload of .EXE or .MSI file types) and file size limitations that can apply to the back-office, public facing and mobile applications. The Accela solutions offer a range of solutions in support of an agency's records management policies and schedules including the ability to publish data sets for data warehousing, archiving records based on retention schedules and communication of pending archival via summary reports, emails or SMS messages.					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
GEN-8	Describe how the system will have the capability for staff to designate the documents and data items that will be made available for online public access as they are entered.	X			
Response: Configuration and the assignment of roles and privileges provides the mechanisms by which access is provided/restricted to viewing record documents on the web portal.					
GEN-9	Describe how the system will allow third-party updates to applicant and licensee records. Some examples include: 1. Allow educational institutions to submit data regarding education on a licensee's record. 2. Allow employers to submit nurse aide employment information, including adding new hires, updating current nurse aide rosters, and adding employment end dates, to update nurse aide applicant and licensee records. 3. Allow employers to enter and update license information for licensed employees. 4. Allow the child care rating system to add/update a rating level to a licensee's record.	X			
Response: The Accela solutions are entirely governed by role and function-based security applicable to every user, both internal and external. These permissions to the system and to what users can access, view or complete are governed by the assignment of such roles/privileges by your System Administrators.					
GEN-10	Describe how the system will facilitate and document electronic and other correspondence, communication, and documentation, and automatically link it to the correct applicant/licensee records, complaints, inspections, disciplinary actions, non-disciplinary actions, etc. The system should save all incoming and outgoing communications within the applicant or licensee record, and provide a log for conversations via email, text, phone, in-person, etc. The system must provide templates for documents, reports, correspondence, etc., and allow staff to revise templates and create new documents and correspondence as needed.	X			
Response: This is accomplished using standard automation scripts that come with the system.					
GEN-11	Describe how the system will have an integrated validation module built into the software to ensure data submitted is accurate and valid. Spellcheck is required. For example, to ensure that text is not entered into date or numeric fields, numeric data into alpha text fields, etc.	X			

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
Response: Accela's solutions include a wide array of data validation capability including but not limited to: • **Address Validation:** This can be handled through the out-of-the-box GIS integration tools or through the definition of an integration/interface to a third-party address validation service such as Melissa Data or USPS. Furthermore, Accela's business rules engine and field format and masking tools can further ensure that required fields are populated with the appropriate data and validated against the client defined postal format. • **Spelling and Formatting:** The proposed solution includes spellcheck in all text area fields while also leveraging native spelling and grammar check capabilities native to all standard web browsers. Spellcheck is available in the back-office, customer-facing portal and mobile applications. Standard fields within the solution such as phone, email, etc. will automatically enforce data formats and masking while the system also offers the ability for the client to apply field masking and formatting validation on virtually any other field system-wide. • **Content Field Matching:** This is achieved through the configuration of client defined business rules using Accela's built-in business rules engine. Field-to-field dependencies, dynamically requiring, hiding and/or showing a field based on the value entered and messaging/alerting the end-user with client-defined messages based on values entered are all examples of configurable rules within the solution. • **Form and Field Design:** Adjust the look and feel of any form or list within the product by adding, removing, requiring, resizing and/or renaming any field; whether out of the box or defined by the agency. This can be done by any user with the appropriate role rights and can furthermore be deployed using the "Effective Scope" definition to the appropriate Module, User Group or individual User. This ensure that users are working in an environment optimized for their daily tasks, showing them the most important information where they need it most.					
GEN-12	Describe how the system will allow staff to set the records retention schedule for documentation at the time of entry/creation, and automatically notify staff when documents are eligible for destruction, based on a specified destruction date. Staff must be able to approve destruction or change the destruction date as needed.	X			
Response: The Accela solutions offer a range of solutions in support of an agency's records management policies and schedules including the ability to publish data sets for data warehousing, archiving records based on retention schedules and communication of pending archival via summary reports, emails or SMS messages.					
GEN-13	When working with a licensee record, describe how the system will be able to list all of the addresses associated with the license, and provide an option to print a selected address on an envelope or label without creating a mail merge into another document.	X			
Response: Accela Licensing & Case Management supports the merging of application/license data onto any correspondence.					
GEN-14	Describe how the system will store images, letterhead, templates, and electronic signatures used on multiple documents in one location.	X			

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
Response: See response to GEN-7 above.					
GEN-15	Describe how the system will verify all addresses and zip codes as the data is entered, such as validating entries against a USPS Address lookup file, and provide the option to input the recommended address information instead. ZIP+4, the additional 4 digits of the zip code, should be added by the system based on the address chosen.			X	
Response: Fulfillment of this requirement would necessitate development of an interface with USPS service.					
GEN-16	Describe how the system will allow data searches on each data and text field and on combinations of several data fields. The system should include partial name and “sounds like” search parameters. A minimum of 15 search results should show on a screen at the same time with no scrolling required to view them, with additional results available by scrolling.	X			
Response: Accela’s elastic global search criteria indexing engine is a high-performance, full-featured text search engine library written entirely in Java. It is a technology suitable for nearly any application that requires full-text search, especially cross-platform. A background system job may be scheduled on a specified frequency to rebuild the index structure to ensure optimal search performance. The global search tool allows for single or multi-term search criteria and returns the search results into logical categories for easy review by users, similar to industry standard search tools such as Google and Bing. It allows for ranged, contains, begin/end with and other search tools to help ensure the desired results. Furthermore, the solution allows user to create and save searches/filters to help retrieve commonly searched content quickly and easily. The system natively supports Soundex searching which leverages phonetic algorithms to aid in identifying names by sound, as pronounced in English. In addition, the system provides potential match lists for the user to pick from if duplicate or similar demographic data has been entered.					
GEN-17	Describe how the system will track licensees and link the records of all of their licenses, the full history of each license, all related documentation, and all disciplinary actions in progress and taken against each license. When a new application is entered for an individual or establishment, a notification regarding any other licenses associated with the applicant must pop up during data entry.	X			
Response: The system provides functionality to link licenses, brands, and other case types to one another. Licenses and other case types (entities, enforcement actions, investigations, complaints, etc.) can be linked to one another so access to any one of the records automatically enables access to all linked records. There are no limits on how many case types can be associated to one another. Relationships and business rules among businesses, licensees, and other entities can be controlled through configurable entity-management functionality.					
GEN-18	For licensees that have more than one license in process, describe how the system will display multiple application status checklists at once. For example, display both checklists for an individual that has both a PLADC and PLMHP application pending, or all applications, names, and street addresses associated with an establishment.	X			
Response: The system has a user interface that lists all applications, licenses, and permits associated with the user. It also displays the current disposition of the record.					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
GEN-19	When an applicant is issued a new license, describe how the system will have the capability to automatically null and void specific licenses previously held by the applicant, as specified by staff for the license type, within the same license type or other license types. Examples include: If an APRN license is issued to Brad, his current RN license would remain active. If an LPN license is issued to Janet, her current Medication Aide license would be made null and void. When Diane's Child Care is approved for an operating/non-expiring license, the current provisional license will be made null and void on its expiration date, and a non-expiring license issued at that time.	X			
Response: This logic will need to be built leveraging the scripting language that comes with the system.					
GEN-20	The system administrator must be able to initiate, modify, and configure Nebraska-specific requirements for each license type. Core information is consistent between the different licenses.	X			
Response: This is core system functionality.					
GEN-21	Describe how the system will calculate averages, percentages, days between, deviations, etc. between multiple data elements.	X			
Response: Depending on the type of report generated, these functions are done automatically. For additional capabilities, data can be exported to excel for required functions.					
GEN-22	Describe how the system will accommodate AKA (also known as) identification, previous names, and DBAs (doing business as) for licensees who either legally change their name or go by another name. The system must track and associate facility name, ownership data, and survey results by the facility address, such as the record for a nursing home at 123 Main St. shows a history of the companies and DBAs that operated the nursing home, and all inspection results and compliance findings for the facility.	X			
Response: Accela Licensing & Case Management supports the classification of names by type. These include maiden names, also known as, etc. Address history retention is fully supported.					
GEN-23	Describe how the system will incorporate data entered online (sometimes automatically and sometimes after staff approval); auto-fill information that has been duplicated in other parts of the database, checklist, or license information document; and allow staff to update that information as needed. All changes, as well as the staff person making/approving the changes, should be documented and the old information archived.	X			

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
Response: This can be accomplished using the scripting language that comes with the system. Complex business rules can ensure that information entered on a previous application or on an existing license can be pulled into a new application/license.					
GEN-24	If an individual licensee's contact information is updated on one license, either online or by staff, records for all licenses held by that licensee must automatically be updated.	X			
Response: This is a standard requirement and is accomplished levering the scripting language that comes with the system.					
GEN-25	The system administrator must be able to access and edit the questions/instructions/etc. on renewals, applications, and all other forms/templates, whether online and paper.	X			
Response: This is core system functionality.					
GEN-26	Describe how the system will accommodate input of historical / legacy license records with limited data and documentation. All data needs to be migrated (active/inactive), be editable, and be used in reports.	X			
Response: The data conversion/migration process will ensure all legacy data is stored in the Accela in a manner where it's easily accessible and functionable.					
GEN-27	Describe how the system will support entity types and address types. Examples of entity types are as follows: individuals, businesses, facilities. Address change capability must be available to individual licensees at any time on the website, and as part of renewals. Only individuals can change their address. Establishments are not allowed to change their address. Reference Attachment One, Type and Number of Licensees.	X			
Response: Entity types are created and managed in user tables called Standard Choices. Address information is stored at the entity level and only the owner of the address will be able to make changes. The system can be configured that even the owner of the address can only make changes by requesting and amendment.					

Initial Licensure and Examination Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
ILA-1	For **individual licensees**, describe how the system will capture and maintain core demographic information. Core demographic information must include at a minimum: 1. Name, including first, middle, last, maiden, AKA, etc. 2. Date and place of birth 3. Social Security Number – the full number must not be displayed in any reports or other documentation unless approved by DHHS 4. Contact preference, identified as phone, text, email, mail, etc. 5. Multiple email addresses, identified as home, work, school, designated contact address, etc. 6. Multiple phone numbers, identified as home, work, cell, notification text, etc. 7. Home address 8. Multiple mailing addresses (work, home, etc.) 9. Date of death 10. School, education type, and date of graduation, with drop-down lists of approved schools and coursework 11. Type and date of examination, pass/fail notation, and ratings or grades received, if any 12. Application/license type, issuance date, license status, license number, unique person identifier, and basis on for license issuance 13. Compact-related information, including declared state of residence and declaration date 14. Description of all disciplinary action pending or taken against the licensee, including the type of disciplinary action, the effective date range of the disciplinary action, a description of the basis for disciplinary action, etc. 15. Any additional data fields DHHS deems appropriate.	X	X		
Response: For legacy data, the system will capture core demographic information either through the data conversion process. For new licenses and permits, the system will capture core demographic data at the time of application and store it against the contact object.					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
ILA-2	For **establishment licensees**, describe how the system will capture and maintain core demographic information. Core demographic information applicable to the license type, must include at a minimum: 1. Physical location of the establishment 2. History of establishment ownership and compliance by physical location 3. Contact preference, identified as phone, text, email, mail, etc. 4. Multiple email addresses, identified as work, designated contact address, etc. 5. Multiple phone numbers, identified as desk, cell, fax, notification text, etc. 6. Licensee name, DBA name, facility number, license type, license number, issuance date, expiration date, status, and basis for license issuance 7. Occupancy certificate, including date and issuing authority 8. Multiple mailing addresses and contact information (corporate headquarters, branch/satellite/off-site/practice locations, etc.) 9. Ownership information, including names, dates served, physical location, contact information, ownership type, non/profit status 10. Number of beds/capastate 11. Population served, including hours and age ranges for child care licensees. 12. Geographic service area (multiple county names with start and end dates per county) 13. Services provided (multiple entries with start and end dates per entry) 14. Management personnel (multiple entries with start and end dates per entry) 15. Disciplinary history, including each disciplinary action taken, start and end dates of each action, and a summary of the situation that resulted in the disciplinary action 16. The establishment's TIN/FIN/W-9 17. Any additional information DHHS deems appropriate.				
Response: All of the elements of this requirement are standard to the configuration abilities offered by the solution. For legacy data, the system will capture core demographic information either through the data conversion process. For new licenses and permits, the system will capture core demographic data at the time of application and store it against the contact object.					
ILA-3	Describe how the system will calculate prorated fees and initiate refunds for individual licenses and groups of licenses, based on license type-specific requirements. For example, Jane applied for an RN license in July, with payment of $123. Jane met all requirements for a nursing license on October 15. The nursing renewal date is October 31. If Jane chooses to have her license issued on October 15, the system must automatically calculate and default to the pro-rated fee ($30.75), and initiate a refund if necessary ($92.25).	X	X		
Response: The system has configurable fee schedules to store the all of the rules both simple and complex as they pertain to assessing fees. The fee schedules are assigned to the license types in which the fees apply. Once the rules are configured, all logic associated with the fee will happen automatically when applying for a license, completing required education, renewing a license, reinstating a cancelled license, etc.					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
ILA-4	Describe how the system will generate/document license issuance correspondence and licenses after all licensure requirements are met, and accommodate/schedule license issuance dates in the future. For example, Jane met all requirements for a nursing license on October 15. The nursing renewal date is October 31. If Jane chooses to have her license issued after the renewal date, the system must track her future license issuance date and generate a license on the specified date. Another example: a provisional child care licensee has met all requirements for an operating/non-expiring license on March 1. The provisional license doesn't expire until April 1. The system must track the expiration date of the provisional license, and generate the operating license with the effective date of April 1.	X	X		
Response: The system comes with a configuration license expiration component. The rules associated with the expiration date of the license are configured and the system automatically triggers the expiration date based on this. There are also standard batch jobs that run to issue expiration warnings to the licensee; typical intervals are 90 days, 45 days, and 30 days ahead of the expiration date.					
ILA-5	Describe how the system will allow issuance of licenses with or without a specified expiration date or application/renewal/annual fee.	X	X		
Response: This is configurable; expiration dates and fees are not a requirement to generate a license in Accela.					
ILA-6	Describe how the system will separately track the Declared Primary State of Residence (PSOR), declaration date, and license compact status (single-state or multi-state) for licenses subject to compact agreements. Changes in PSOR must <u>not</u> change the license compact status. If a license subject to a compact agreement is under disciplinary limitation, the license compact status must automatically be set as single-state, and maintained as single-state until the disciplinary limitation is removed. Describe how the system will determine if states in address field and states in PSOR field are compact or non-compact states for that particular license type. If licensees update their mailing address state or PSOR, the system would use a decision tree to determine if a) a notification must be sent to the license-type-specific staff work queue for review and processing, b) the license compact status must be automatically changed, or c) no additional actions are necessary.	X	X		
Response: The system has condition functionality built in that can be used to place various conditions "notices" are the license to help segregate based on the type of condition associated to the license. These conditions are defined and configured within the system.					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
ILA-7	Describe how the system will track and show the status of each application requirement, and generate/document deficiency notifications. The system must identify and track the status of incomplete applications, calculate the number of days between receipt date and license-type-specific destruction date, generate appropriate correspondence, and alert staff of applications that are due to be destroyed. Staff must be able to assign retention according to retention schedules, and the system should notify staff to approve destruction or extend the destruction date. For example, Jane sent in an application that didn't include citizenship status documentation, and a system-generated letter/email notified Jane of the deficiency. Jane didn't send in the documentation within 90 days, so her pending application should be sent to a work queue for staff to assess an administrative fee, initiate a refund, remove the application from the pending application process, and destroy the file.	X	X		
Response: Each license has an application status group that it assigned to. The status of the application is determined by the business rules provided. The status can change through the lifecycle of the license. Workflow operations can be used to adjust the statuses accordingly. For example: When the user applies for a license the application status my be set to "Submitted" once the application has been successfully submitted. After initial review of the application, the agent may notice that required documents have not been supplied with the application. At that time the agent would update the workflow status to "Additional Information Required", this will set the application status to "Pending" and it will remain in that state until an action triggers it to change: such as the required documents being upload via citizen access.					
ILA-8	Describe how the system will accommodate and document applications for a license obtained by examination, reciprostate, or application. The system must document the jurisdiction, declared primary state of residence, the date declared, and whether the license is single-state or multi-state. License types each have their own application forms. No two license types have exactly the same requirements or number of processing steps.	X	X		
Response: All of these attributes can be stored as a part of the application/license detail. The system allows the flexibility to capture all required application/license information.					
ILA-9	Describe how the system will incorporate examination features such as scheduling exams, retaking exams, proctoring, national test integration, score integration, non-applicant examinations, etc. The system must allow staff to register applicants for examinations, create sign-in sheets, verify the identity of applicants, administer tests, link applicant records, allow score uploads from providers, create related letters/emails, and track communication with applicants. The system must document exam data, such as administrator, type of exam, scores, etc., for each exam taken. The number of exams taken must be tracked and alert staff when the limit for the license type is reached, if applicable.	X	X		
Response: The system has an examination and certifications module that manages the applications associated to each license. This allows to set rules around the required exams for each license and the passing scores. Additional logic can be setup using the scripting engine to prevent the disposition of the application/license to change until all required exams have been passed and/or scores have not expired.					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
ILA-10	Describe how the system will provide an online account system with an intuitive interface for applicants to securely submit application materials/fees, get receipts, check the status of applications, schedule examinations, and view their scores/results. Online data entry must be interactive, with popups of current/past licenses, current contact information, proposed corrected address information, ZIP+4, etc., as specified in GEN-15. Describe how the system will maintain an electronic record of all online applications, payments, and status changes.	X	X		
Response: The proposed solution includes central cashiering capabilities that allow for the processing of payments through the back-office and public-facing online systems. Payments are made against fees and invoices that are generated directly against the applicable record types (i.e., product types) and related to the appropriate contact (i.e., customer account) that processed the payment.					
ILA-11	Describe how the system will link and track the requirements of a secondary Provider Status Certification at the same time that the primary license application is being processed (i.e., a dental anesthesia permit for a dentist, or a nurse anesthetist certification for a registered nurse). Describe how the system will require that the primary license be issued first, before any dependent license can be issued.	X	X		
Response: Accela is an event driven system with a robust scripting engine. This scenario can be managed by not allowing one event to happen until another required event has been completed successfully. The scripting tool is used to manage these rules. The above scenario is common and there are simple license scripts that can be used to manage a process similar to this.					
ILA-12	Describe how the system will provide a unique identifier for each licensee, each establishment's physical location, and a cross-reference mechanism for licensees who hold more than one primary license. For example, Dr. Smith holds a current dental license and a current medical license, or a hospital holds a current hospital license and a current long-term care license.	X	X		
Response: This is core system functionality. A record can't be created in the system with an assigned record mask. Record masks are used to identify / group application and license types.					
ILA-13	Describe how the system will maintain and track multiple related supervisor/supervisee licenses, with start and end dates for each, and not allow the maximum number of supervisees for a license type to be exceeded. The system must not allow license issuance until applicants for a supervisee/dependent license have entered into an agreement with a qualified, active licensee to supervise their work. The system should display all dependent licenses for a supervising licensee on one screen. Staff will review and approve/deny supervision relationships prior to license issuance. Approximately twenty (20) license types need to establish and track supervisors and/or employers.	X	X		

<table>
<tr><th>Req #</th><th>Requirement</th><th>(1) Comply</th><th>(a) Core</th><th>(b) Custom</th><th>(c) 3rd Party</th></tr>
<tr><td colspan="6">Response:
The supervisor will be added as a contact type in the license module as well as on the application. Business rules pertaining to the number of allow supervisors allowed will be managed through the scripting functionality.</td></tr>
<tr><td>ILA-14</td><td>Describe how the system will allow supervisors and supervisees to initiate, update, and terminate their supervision arrangements online. The system should generate and document alerts to staff and to all licensees involved in the arrangement when changes are made, and provide a method for those involved to indicate their approval of changes made. Staff will review and approve or deny the updated supervision relationships, and notify the supervisor and supervisee(s) of approval or denial.</td><td>X</td><td>X</td><td></td><td></td></tr>
<tr><td colspan="6">Response:
The supervisor will need an active account/license to manage their supervisory arrangement online. We can add a form for the supervisor, that allowed him to request that his arrangement be modified. Once review by the agent and approved – a backend automation will update the supervisor contact information on the license. If the supervisor doesn't have an active account, he will need to phone in his request. The contact details can be modified in the back office.</td></tr>
<tr><td>ILA-15</td><td>Describe how the system will generate and document alerts if a supervisor's license is disciplined, revoked, or inactivated. Supervisees should be notified immediately, as they are not allowed to work without an active licensee's supervision. Alerts should also go to the staff responsible for the license type, so that they can inactivate, void, or put a hold on all of the supervisee licenses. Some license types require that the supervisee license status is changed automatically under specific circumstances.</td><td>X</td><td>X</td><td></td><td></td></tr>
<tr><td colspan="6">Response:
An email will be sent to the supervisor notifying him of his status. In addition, a condition can be placed on the supervisor's license limiting what he can/can't do within the system.</td></tr>
<tr><td>ILA-16</td><td>Describe how the system will link and track the status of an application when a temporary license has been issued.

For example, Jane Doe moves to Nebraska and makes application for a nursing license. Jane is given a temporary nursing license, based on her licensure in another jurisdiction, so that she can begin working while her permanent license application is being processed. The system must maintain the temporary license record while allowing processing of the permanent license application. The system must maintain the historical data reflecting both licenses that are tied to the individual.</td><td>X</td><td>X</td><td></td><td></td></tr>
<tr><td colspan="6">Response:
The system treats this as two separate application processes for the applicant. Therefore, while one application process is running, the applicant can be approved for another license type. *note*: rules can be set to determine the number of applications or licenses are allowed at a given time.</td></tr>
</table>

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
ILA-17	Describe how the system will allow employers to upload/import/enter employee rosters to update individual applicant/licensee employment records, including start and end dates, and accommodate multiple employers for each licensee. For example: Jane Doe, a nurse aide applicant, will be working for Good Samaritan Nursing Home, Home Health Care Services, and Shady Rest Nursing Home. Each of her employers should be listed on her applicant/licensee record, with attached start and end dates for each. Shady Rest Nursing Home should provide a quarterly report of their employees and their dates of employment, including new hires and terminations.	X	X		
Response: This requires the employer to have an account in the system and be named as a contact type on the license. If these two requirements are met, they can be allowed to upload documents to the licensee's license via citizen access.					
ILA-18	Describe how the system will accommodate the nursing and faculty loan program, including contact information, loans, payments, etc. Data is currently stored in a small database regarding recipients, loan amounts, payment data, and current amounts owed. DHHS envisions migrating this data and creating payment tracking functions in the system, much like other accounting transactions.	X	X		
Response: These will be treated very similarly to the other record types in the system. Once built, the legacy data will be converted and migrated into the system. All new requests will be managed via the new record type(s) built in Accela to accommodate this program.					
ILA-19	Describe how the system will accommodate the following three (3) exam types. 1. For online examinations DHHS envisions the examinations currently conducted online via Survey Monkey and ProProfs to be administered via the personal online accounts. DHHS would be notified by the system of detailed score reports that are linked to the applicant's record. 2. For in-person exams, DHHS envisions applicants being notified of approval to take the examination, and scheduling the examination via the personal online accounts. 3. For examinations administered by others, DHHS envisions staff notifying the applicant and the testing entity via the personal online accounts that the applicant was approved to take the examination. Exam companies would interface with the system to enter score reports on the applicant's record. DHHS must be able to run attendance sheets for use during the exam. DHHS also enters exam scores, some by exam section, and some are calculated fields. Staff would manually enter the score reports to be linked to the applicant's record. Some exams must be administered periodically, depending on the license type, as a condition of renewal.	X			
Response: This can all be managed via the Accela examination portlet and scripting engine including notifications and exam scheduling.					

Renewal Licensure Requirements

<table>
<tr><th>Req #</th><th>Requirement</th><th>(1) Comply</th><th>(a) Core</th><th>(b) Custom</th><th>(c) 3rd Party</th></tr>
<tr><td>RLA-1</td><td>Describe how the system will be able to assess and process periodic fees for license types without expiration dates, according to license-type-specific requirements and timelines.</td><td>X</td><td></td><td>X</td><td></td></tr>
<tr><td colspan="6">Response:
You can build a batch job that runs nightly to calculate the fee scheduled base on the last time the fee was accessed. This will require to track the last fee date in a table “standard choice”. The system will then apply the appropriate fee base on the required fee rules.</td></tr>
<tr><td>RLA-2</td><td>Describe how the system will allow automatic and manual initiation and closure of renewal periods, according to license-type-specific requirements and timelines. The initiation process must automatically assess a renewal or annual fee, if required for the license type. Staff must be able to override an automatic initiation and cancel all fees.</td><td>X</td><td></td><td></td><td></td></tr>
<tr><td colspan="6">Response:
Renewals may be configured in the system to facilitate their processing by both licensees and by the agency. The system can issue email notifications to licensees in advance of their expiration dates to enable them to renew their licenses. Renewals may simply be composed of making payments on the web portal or completing other requirements and pre-requisites the agency mandates like education, etc.</td></tr>
<tr><td>RLA-3</td><td>Describe how the system will generate renewal and fee notices prior to expiration, in accordance with the requirements for each license type, for all licensees of a specific license type. Different license types are renewed monthly, annually, biennially, every three years, or every four years, based on the expiration date for the license type or the anniversary of the issuance date. License-type-specific renewal instructions, licensee name, license type, license number, fee, expiration date, and any special requirements must be included in the notice.

The system must be able to track and generate notices of annual fees due for operating/non-expiring child care licenses, which have due dates based on the anniversary of license issuance.</td><td>X</td><td></td><td></td><td></td></tr>
<tr><td colspan="6">Response:
Renewal processes may be configured, as applicable for any permit or other configured case type. Such renewals may be made entirely online through Citizen Access, the online web portal of Accela’s solutions, and be based on any renewal prerequisites or other business rules factors like time, inspection date, fee or other criteria.
The solution also offers the ability to send out automated email reminders in advance of any such expirations to alert permittees of the need to complete information, pay fees, and/or complete other renewal-related requirements or submissions.</td></tr>
<tr><td>RLA-4</td><td>Describe how the system will also generate renewal notices on demand. The system must calculate the number of days between the license issuance date and the expiration date, and automatically produce renewal notices that fall within predefined time frames for specific license types.

For example, Joe Smith’s physical therapist license application was approved on 09/01/21, after renewal notices were sent but before the expiration date of 11/01/21. A renewal notice must be generated and sent to him.</td><td>X</td><td></td><td></td><td></td></tr>
</table>

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
Response: The solution offers the ability to send out automated email reminders in advance of any such expirations to alert permittees of the need to complete information, pay fees, and/or complete other renewal-related requirements or submissions.					
RLA-5	Describe how the system will provide an online renewal system with an intuitive interface that allows licensees to establish personal online accounts, generate personalized renewal documents, submit renewal forms and other documentation, pay fees online and offline, and allow licensees to print renewal documentation. Renewal documentation includes but is not limited to wallet card(s) and certification(s) that have the licensee name, license type, license number, license status, disciplinary and/or limitation status if applicable, updated license expiration date, and any other information required for the license type. The system must maintain an electronic record of all renewals, payments, and status changes.	X			
Response: Accela's Licensing solutions allow for the full lifecycle management of licenses including application intake and processing, license issuance and perpetual license renewal. Expiration Cycles are a definable attribute of record types within the solution and can dictate such attributes as how soon a license may be renewed (prior to its official expiration date), when the license expires and how long after expiration before late fees begin assessing.					
RLA-6	When licensees log into their personal online accounts, describe how the system will provide a list that includes all of a licensee's current licenses and expiration dates, including multiple branches/locations for establishments, and indicate which licenses are eligible for renewal at that time. Personalized renewal documents should be generated for online completion of each license renewal form. The system must require that primary licenses be renewed before dependent licenses. A licensee must be able to securely log into a personal online account, select the license(s) to be renewed, complete the personalized online renewal application(s), attach any required documentation, and pay fee(s) online. The system must also give an option for licensees to complete and print the personalized renewal form(s) for submittal by mail or in person. Depending on the information provided online, the system must accommodate $0 fees and military waivers of fees when appropriate. Multiple renewal fees should show in a shopping cart-type list to be paid in one transaction. The licensee must receive an automatic, system-generated email with a receipt and confirmation that the renewal(s) and fee(s) have been submitted. Describe how the system will determine whether all renewal requirements have been met, or if manual renewal is required. If staff review is required, the system must suspend the payment and put the renewal in a license-type-specific work queue for staff to manually approve. If all renewal requirements have been met, the system must automatically approve the renewal(s) and document the payment(s) on the licensee record without staff intervention.	X			
Response: This is standard system functionality. When the licensee logs in, he will see a listing of all his applications, permits, licenses etc. under his "My Records" tab on the home screen. The disposition of these records will also be displayed. For instance, if a renewal is pending, there will be renew link for the applicant to click on.					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
RLA-7	Describe how the system will allow licensees to delegate authority for license renewals, and to change the delegation at any time. For example, physical therapists delegate renewal authority to their employing practice to submit renewals and pay fees on their behalf. Practice staff must be able to submit multiple renewals and payments for the specific licensees who have delegated that authority. A list of employees who have delegated renewal authority should be displayed on the practice's online account, for selection of the licenses to be renewed. Multiple payments should show in a shopping cart-type list to be paid in one transaction. Receipt(s) must be automatically generated and sent to the practice email account. Practice staff must be able to generate renewal wallet cards and/or certifications for all of its physical therapists at once. The system must process the renewals and document each payment on individual physical therapy licensee records. A corporation has several nursing homes. Each nursing home delegates authority to the corporation to renew its license. The corporation can then renew all licenses at once, on one transaction.	X			
Response: The system allows users to identify a listing of delegates that will have access to their licensees. This is done directly in the user's account management page. The delegates must have an account in the system.					
RLA-8	Describe how the system will track continuing education classes and hours as a prerequisite for renewal. License types allow attestation that the requirement was met, and require a random audit list of licensees to be generated after the renewal deadline. Others require licensees to submit continuing education certificates, which must be attached to the licensee record. Drop-down lists of approved schools and classes must be incorporated for data entry. Most individual professions have a continuing education general audit process for multiple license types. The majority of individual license types do not track CE hours. Currently, up to five (5) license types enter CE hours. See Attachment One, Type and Number of Licensees.	X			
Response: Renewal processes may be configured, as applicable for any permit or other configured case type. Such renewals may be made entirely online through Citizen Access, the online web portal of Accela's solutions, and be based on any renewal prerequisites or other business rules factors like time, inspection date, fee or other criteria.					
RLA-9	Describe how the system will allow the licensee to immediately generate and print renewal documentation from their secure online account, including wallet card(s) and certification(s), after a single or multiple license renewal has been approved either automatically or manually. Renewal license documents must include the licensee name, license type, license number, license status, disciplinary and/or limitation status if applicable, updated license expiration date, and any other information required for the license type. For example, Beth's multiple license authorizations (mental health practitioner expires 9/1/2020, her certificate as a professional counselor expires 9/1/2020, and her certificate as a marriage and family therapist expires 9/1/2020) need to be renewed. The system must process the renewals according to a decision tree and primary/secondary license logic; by allowing Beth to pay all 3 or only 1 or 2 of the 3 renewal fees in one transaction. The system must recognize that the certificates (secondary) cannot be renewed if the mental health license (primary license) is not renewed; and allow Beth to generate and print renewal documentation immediately after the transaction is completed.	X			
Response: Licensees can print out their licenses online if given that option by your system administrators.					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
RLA-10	The online renewal system must allow individual licensees to securely request that their licenses be placed on inactive status, to select the effective date, and to pay a fee, if required by license-type-specific regulations. Describe how the system will automatically change the license status to inactive on the date specified by the licensee.	X			
Response: The system has stock batch jobs that run nightly to set licenses to inactive if they meet certain criteria.					
RLA-11	Describe how the system will allow licensees to securely complete and submit reinstatement requests online after expiration, and pay all required renewal, reinstatement, and late fees. Reinstatement requests should be placed in the license-type-specific staff work queue. The system must track the history of license expirations and reinstatements, and allow licensees to generate and print reinstatement license documents, including wallet card(s), from their secure online account. Reinstatement license documents must include the license type, licensee name, license number, license status, disciplinary status if applicable, the new expiration date for each license, and any other information and workflow required for each license type. Most individual profession license types and establishment license types have a reinstatement process for multiple license types. Reinstatement has three basic processes, after expiration, after inactive and after discipline. Each follows the same general process for the type of reinstatement, but there are unique requirements depending on the license type. See Attachment One, Type and Number of Licensees.	X			
Response: The renewal link will be active until the license has been set to active.					

RLA-12	Describe how the system will track annual fee due dates and license expiration dates, invalidate licenses, send notices to staff work queues, and generate expiration notices/correspondence for licensees who have not met renewal requirements by the expiration date, at a point in time specified for the license type. The system must allow processing of renewals and fees after the expiration date, due to mail delivery allowances and staff processing time.	X			
Response: The system includes an "Expiration" feature on each license where the agency can define the expiration period and schedule for each license type or other transactions.					

Accounting and Fees Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
ACT-1	Describe how the system will have an informative, intuitive data entry process for payments which generates a unique receipt number for each payment; ensures that all required payment information is entered; payments are applied to the correct licensee record; and payments are allocated to the correct fee(s). The list of fees to be paid must include the date assessed/due and a fee description. A responsive system that generates additional fields based on the entries made would be ideal – for example, when “Check” is selected for Payment Type, a required data entry box appears for Check Number, but when “Credit Card” is selected, a required Transaction Record box appears instead. The system must interact with external systems, such as SharePoint and OnBase, to document and process transactions. OnBase is currently used by DHHS for document storage, but does not interface with L2K. SharePoint is currently used as a workflow management tool, using information extracted from L2K that partially auto-populates a refund form that is then uploaded to SharePoint after additional manual entry. DHHS does not have interface specifications for OnBase or SharePoint.	X			
Response: The payment portal is very intuitive and driven off the internal cashiering system provided by Accela. The system will be able to interface with OnBase, this is a common interfacing request.					
ACT-2	Describe how the system will maintain a comprehensive fee/payment/refund history, and show a history of multiple transactions on one screen, including all changes made to financial records and who made the changes. The system must show an overall licensee account balance which clearly indicates if it is positive, negative, or zero. A single screen should have the capastate to show a minimum of 15 transactions at a time, with capability to scroll through additional transactions in the record. Describe how your system archives and/or deletes data according to records retention schedules.	X			
Response: The system has a payment history tab on each application/license. This information can be tracked intuitively on the payment history tab.					
ACT-3	Describe how the system will provide detailed information regarding each payment, such as business unit, subsidiary, object code, date received, date entered, payer, payment amount, payment type, check/transaction number, fee description, fee amount, payment balance, refund, etc., and show all information regarding a payment on a single screen. Business units and subsidiaries must be linked to license types, object codes must be linked to transaction types, and all 3 must automatically populate the record according to the transaction and license type.	X			
Response: This is managed and tracked directly in the payment portal within Accela					
ACT-4	Describe how the system will be able to generate reports by all payment data fields, including business unit, payment amount, receipt number, transaction record, fees paid, licensee account balance (all outstanding fees and payments), and refunds.	X			
Response: Adhoc reports and custom reports can be generated against the financial data stored in the system. This information is easily retrievable.					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
ACT-5	Describe how the system will maintain and provide adequate documentation for issuance of refunds, including generating notices to licensees and creating refund forms that include all needed information, such as business unit, licensee name and address, profession, license type, license number, payer name and address, payer SSN/TIN/FIN, payer Address Book Number; payer mailing address; receipt date, receipt number, total receipt amount, payment type, description of fees paid (including administration fees), fee amounts paid, fee status, amount to be refunded, business unit/subsidiary/object code, reason for refund, refund status, notes/remarks, etc. (The State does not park payments).	X			
Response: This can be managed directly in the payment portal within Accela. Any correspondence to the licensee will also be stored to the record as a document attachment.					
ACT-6	Describe how the system will document returned checks, including the reason the check was returned, steps taken to locate the licensee, and final disposition of the check. Example: a refund was mailed to an applicant, but the post office returned it marked undeliverable.	X	X		
Response: This is intuitively tracked in the payment portal within Accela.					
ACT-7	Describe how the system will track insufficient funds (NSF) checks, invalidate all fees paid by an NSF check, identify and invalidate all related licenses, send a notice to the work queue of the staff assigned to the license type(s) involved, and document all related account changes and correspondence.	X	X		
Response: This is intuitively tracked in the payment portal within Accela.					
ACT-8	Describe how the system will support financial interagency transfers.	X	X		
Response: This requires an interface be built between Accela and the account system being used (i.e. PeopleSoft)					

License Certification/Verification Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
LCV-1	Describe how the system will generate and track issuance of duplicate or reissued wall licenses, wallet cards, certifications, and other documents with all required images and data fields, in electronic and written form. Documentation may be system-generated online or manually prepared by staff. Images include signatures, logos, seals, etc. Examples of data fields include licensee name, license number, license type, location, facility certification/licensure status, issuance date, expiration date, license status, basis for license issuance (such as examination, waiver, or reciprostate), education, test scores, disciplinary history, limitations, compact information, ages/population served, hours/days of operation, etc. Fees may or may not be required, and amounts vary, depending on the amount of staff time required to produce the requested documentation. Every individual profession has a reciprostate/endorsement process for multiple license types. Reciprostate processes follow the same general process, but there are unique requirements depending on the license type. See Attachment One, Type and number of licenses. Bulk uploads of names, SSNs, license numbers, etc. should be allowed, as well as a subscription service to track license record and status changes for specific licensees. Examples: 1. An insurance company requests a staff-issued verification of a nursing home's license status, CMS certification status, and disciplinary history. 2. An employer searches an online database to verify each employee's nursing license status and disciplinary history, and prints a system-generated certification or wallet card of each license for her records. Print options should include one-at-a-time and bulk search/print options. 3. Another state's licensing agency requests staff-issued certifications for 50 physician licenses to verify license status, including disciplinary history, prior to issuing a reciprocal license. This request may be for the primary license only, secondary license linked to a current primary license, or primary license and all secondary licenses linked to the primary license.	X			
Response: The best practice is not to allow for duplicate licenses. The system can be designed to prevent this from happening.					
LCV-2	Describe how the system will provide an online account system that allows licensees to securely generate and print their own licensure documentation, including wallet cards, duplicate/reissued licenses, and certifications.	X			

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
Response: The system provides Report Management tools that support several document type outputs, including PDF, Word, Excel, CSV, RTF, HTML. Licenses and other authorized documents can be printed a few different ways depending on the agencies requirements: • Manually run individual reports from a user's workstation • Manual batch reporting the "Set Processing" feature • Automatically trigger the report based on business rules, like when Workflow reaches "Issuance" • Automatically through the batch engine based on agency business rules The system stores all relevant license, certifications, endorsements, etc. in a centralized database. There are no limits on the data that can be reported on or combined into a single report. Reports can be designed to match your exact specifications for License forms or other authorizing documents.					
LCV-3	The online account system must also allow licensees to request staff-generated license documentation, indicate where the documentation should be sent, whether it is for compact use, pay the fee, and receive a receipt. The system must track request status, such as pending, completed, and sent, so that the licensee can check its status online.	X			
Response: This is all tracked in the citizen portal and out of the box functionality.					
LCV-4	Describe how the system will display licensee data, with licensee-related public documents, in the public database, including disciplinary actions and limitations, inspection results, and ownership documentation, and allow the general public to generate and print license certifications.	X			
Response: The system has a licensee lookup/verification functionality. Once a license is found all of the information pertaining to the license is available to the public.					
LCV-5	Describe how the system will maintain an electronic record of all online and in-office transactions and payments, including communication with the licensee/jurisdiction/public, the purpose of the transaction, whether it was for compact use, where documentation was sent, and the staff person processing the transaction, if needed.	X			
Response: All of this information is stored in the transaction history of the application/license. Even all communications are stored on the record as documents.					

Complaint and Investigation Requirements

<table>
<tr><th>Req #</th><th>Requirement</th><th>(1)
Comply</th><th>(a)
Core</th><th>(b)
Custom</th><th>(c)
3rd Party</th></tr>
<tr><td>COM-1</td><td>Describe how the system will document complaints and investigations from initiation to completion, while keeping the information confidential. The system needs to track complaints; link them to the licensee file; link them to the investigation record; log any and all communication sent/received related to the complainant, licensee, or other people involved; link photos and video to the complaint/investigation record; and maintain confidential investigation and hearing documentation.

There are approximately three hundred fifty (350) forms for inspections such as initial, re-inspection, focused, routine, etc.

Complaints can be gathered in a number of ways, such as online, in person, by letter, by email, and by phone call.

DHHS tracks compliance-related activities as follows:

1. For individuals and/or businesses subject to the Uniform Credentialing Act, License 2000 is used.
2. For child care licensing, License 2000 is used and each of the three (3) Child Care Licensing Supervisors use a separate Excel spreadsheet.
3. For residential child caring/placing agencies, two (2) Excel spreadsheets are used.
4. For community-based services, seven (7) Excel spreadsheets and Outlook calendars are used.
5. For health care facilities and services subject to the Health Care Facilities Act, ACO, Excel spreadsheets, and/or paper forms are used.

DHHS wants to improve its efficiencies in this area. DHHS may be willing to adapt its compliance tracking to align with the solution proposed by the bidder.

DHHS tracks investigations as follows:

1. For individuals and/or businesses subject to the Uniform Credentialing Act, an Access database is used.
2. For child care licensing, License 2000 is used;
3. For residential child caring/placing agencies, an Excel spreadsheet is used;
4. For community-based services, SharePoint is used;
5. For health care facilities and services subject to the Health Care Facilities Act, ACO, Excel spreadsheets, and/or paper forms are used.</td><td></td><td></td><td></td><td></td></tr>
<tr><td colspan="6">Response:
The aspect of maintaining a history of correspondence and communications associated with a submittal is an inherent capability of the Communications Manager. Each element is separately tracked and permanently saved to the system.
The aspect of maintaining a history of all submittals and documents associated with a submittal is inherently available in the solution. These documents, in electronic formats you can specify, can be submitted through Citizen Access, the online web portal, and are automatically associated with the given record (permit, license, complaint, etc.). Authorized users can view these documents in their native formats. These submissions can be controlled as to when they can be submitted/received according to business rules. The agency can determine both the acceptable file types and maximum size of these documents.</td></tr>
</table>

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
COM-2	Describe how the system will allow the public to submit complaints online. Complaints should be routed to the appropriate staff's work queue, and template letter/email options must be available for communication with licensees and complainants. The system must document all communication regarding the compliant, and allow workflow between staff as defined by role. For complaints not submitted online, describe how staff will be able to enter complaints into the system. For example, DHHS staff receive a complaint, enter it into the system, and must be able to forward it and all related documentation to an investigator. Depending on the broad license category, the method of complaint reporting used, and the findings during the investigation, there are a variety of process flows that may be followed. License categories would include individuals, businesses, health care facilities and services, child care, and community-based services.				
Response: The solution provides the functionality to enable the submission of online complaints on any business need. The agency may define the extent of information it desires the complainant to submit as well as allow the complainant the ability to remain anonymous, if permitted by business rules. These complaints can also be routed automatically to a department depending on their type and other information in the complaint.					
COM-3	Describe how the system will allow role-based security access to complaint/investigation information to ensure that only staff with the appropriate levels of security be allowed to access, view, and mark data/documentation as public. All of the confidential information and documentation regarding the complaint and investigation must be tracked and linked to each other and the licensee. The information marked as public must be available online to all staff and the general public, and must be updated in real time.	X			
Response: The Accela solutions are entirely governed by role and function-based security applicable to every user, both internal and external. These permissions to the system and to what users can access, view or complete are governed by the assignment of such roles/privileges by your System Administrators.					
COM-4	Describe how the system will track names, contact information, statements, communication, correspondence, and other information for all people involved in a complaint or investigation. The system should provide a pop-up alert if a person has changed his/her contact information during an investigation or pending disciplinary action, and notify identified staff such as investigators, hearing officers, etc.	X			
Response: This information can be required for data entry by complainant on the online web portal (Citizen Access) or entered by staff at the back office.					

Disciplinary Action Requirements

<table>
<tr><th>Req #</th><th>Requirement</th><th>(1) Comply</th><th>(a) Core</th><th>(b) Custom</th><th>(c) 3rd Party</th></tr>
<tr><td>DIS-1</td><td>Describe how the system will document and display disciplinary actions and limitations imposed on a licensee, the date range of the discipline/limitation, the type/category of discipline taken, the findings of fact, monitoring requirements, and all related documentation. The system must track assessment of administrative penalty fees, payment plans, payment amounts, and information for each payment made per fee, with the unpaid balance of each fee. A licensee may have numerous overlapping disciplinary actions, monitoring requirements, and penalty fees that must be tracked. Staff must be able to mark all data fields and documentation as either public or confidential. Board and disciplinary actions marked public must be updated to the online database in real time.

For example, a disciplinary action requires an administrative penalty fee, and body fluid testing each month for two years, resulting in an additional monthly charge of $85. A complete history must be documented for each fee assessed and each payment made on each fee, and a total of all unpaid disciplinary-related fees must be provided on each licensee record.</td><td>X</td><td></td><td></td><td></td></tr>
<tr><td colspan="6">Response:
The system has a licensee lookup/verification functionality. Once a license is found all of the information pertaining to the license is available to the public.</td></tr>
<tr><td>DIS-2</td><td>Describe how the system will also track disciplinary actions taken against Nebraska licensees in other jurisdictions. The system must be able to import and export disciplinary action data as needed for compact agreement compliance.

For example, an automated daily import and export are required to exchange disciplinary information with NURSYS, with alerts to appropriate staff if the import or export fails. Imports must automatically update the licensee record and issue alerts to appropriate staff.</td><td>X</td><td></td><td>X</td><td></td></tr>
<tr><td colspan="6">Response:
An interface will need to be built with the other jurisdictions that allows to place conditions/notices on the licensee based on the information received. This information will be available to the public via the licensee lookup feature.</td></tr>
<tr><td>DIS-3</td><td>Describe how the system will track citations issued for an establishment on its employees' license records, and on the physical location record.

For example, Mary Johnson is a licensed nursing home administrator for Shady Rest Nursing Home. If a citation is issued against Shady Rest Nursing Home, the citation should also appear on Mary Johnson's nursing home administrator license record. The citation should also be linked to the physical location of the establishment, so that all citations for that physical location can be documented and tracked regardless of past or current establishment name or ownership.</td><td>X</td><td></td><td></td><td></td></tr>
<tr><td colspan="6">Response: The citation records will be linked to the licensee record in a parent/child relationship.</td></tr>
</table>

Inspections and Mobile Functionality Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
MOB-1	Describe how the system will have comprehensive functionality for inspections, both in the office and in the field. Staff must be able to enter data, complete checklists, cite the specific statutes/regulations violated, input specifics regarding violations in public and confidential fields, incorporate documentation and photos, and create inspection reports online and offline. If online, the database must be updated in real time. If offline, the mobile system must synch with the database when connectivity becomes available. For example, a child care inspection reveals that a child was injured by falling off a diaper-changing station that did not meet safety requirements. Staff must note the violation on a checklist, cite the regulation violated, enter the public information of how the child was injured, and enter confidential information with the child's name, medical treatment, and photos of the injuries. Data entered must populate an inspection report for internal use that includes the confidential information and documentation, a summary report, and an in-depth inspection report that includes citations and public information. The summary and public information reports must be posted to the website when indicated by staff.	X			
Response: Accela's Inspector app provides permitting, licensing, and code enforcement professionals with functionality designed to perform onsite inspections or investigations using their smartphone or tablet. Integrated with Accela's solutions, Inspector connects mobile workers to their back-office accounts, enabling them to work from their desk, vehicle, or on site using their preferred device. Users can perform a complete onsite process – from initial inspection to submittal - and can also view and update their inspection details including checklists, attachments and comments. Supporting iOS and Android-based devices, Inspector provides numerous capabilities for easy and efficient onsite inspection or investigation management.					
MOB-2	Describe how the system will track and support the entire inspection process: scheduling an inspection; planning an efficient schedule/route; navigating to the establishment; completing the onsite inspection checklist; citing applicable statutes/regulations; populating and generating appropriate inspection reports via templates; obtaining required digital/electronic dated signatures; scheduling follow-up inspections; linking follow-up inspections to the original inspections; generating, documenting, and sending referrals to other entities, etc.	X			
Response: All the various and detailed elements of this requirement can be performed by the solution using inherent system functionality. This functionality has various features like configuring Inspection types for each Inspection, checklist items and results for each inspection type, providing for penalties and their tracking, re-scheduling inspections and carrying over the failed checklist items as follow-up inspections. The generation of reports is supported using either the Ad Hoc Report Writer or the Reporting Engines.					
MOB-3	Describe how the system will maintain all inspection information, link it to all related establishment and individual license records, and display the findings for required inspections, self-reports, and complaints associated with each establishment's physical location. Inspection information marked as public, such as summary and public information inspection reports, monitoring reports, complaints, etc. that are designated as public must be available to the public online. Examples of related establishment and individual licenses include pharmacy/pharmacist, nursing home/nursing home administrator/physical location, and child care provisional/operating licenses.	X			
Response: Inspection checklists and requirements are fully integrated into the Licensing Management Product's workflow engine. Inspections are fully supported workflow elements as they relate to licenses, renewals, complaints, etc.					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
MOB-4	Describe how the system will generate ad-hoc reports on mobile devices, such as by staff name, establishment name, physical location, related licensee name, geographic area, and supervisory area.	X			
Response: Users can generate and print reports in Accela mobile products as well as in the back office system.					
MOB-5	Describe how the system will assign onsite inspections in accordance with license-type-specific requirements for periodic physical inspections of an establishment, including random inspections. The system must support reassignment of partial or entire caseloads in an efficient manner. The system must identify inspection compliance dates that are coming due or are past due for a particular establishment or staff member, generate inspection forms/checklists, and put them into the appropriate staff work queue.				
Response: Inspection assignment logic can factor in a multitude of criteria including but not limited to geographic location, trade qualifications, inspection type, inspector bandwidth and/or history with the product/business/location. Once assigned, Inspectors can optimize their inspection routes based on optimal distance (aka sequence by proximity), optimal time (aka fastest route) or by manually organizing their route. Furthermore, those users (i.e. managers) with the appropriate role rights may override the default assignment logic an assign multi-, selected, all or individual inspections to compliance staff as they see fit.					
MOB-6	Describe how the system will generate license-type-specific reports and automatically assign the next required inspection date after an inspection has been completed.	X			
Response: This will be handled by scripting logic, adhoc and custom reports.					
MOB-7	Describe how the system will incorporate templates for inspection forms, checklists, and statutes/regulations by Establishment license type, such as pharmacies, child care facilities, salons, health care facilities/services, etc.	X			
Response: The system provides configurable forms as a part of the base product offering.					
MOB-8	Describe how the system will provide an easy way for the inspector to select the statute/regulation violated, such as using drop-down boxes, and provide public and confidential comment fields for staff to detail the specifics of the situation.	X			
Response: The system allows for the creation of Guide sheets and checklists to be associated with the inspections. This will allow the inspector to work in the field and select the appropriate statuses and dispositions of the inspection.					
MOB-9	Describe how the system will allow for multiple status dates for reports/ citations/deficiencies/disciplinary actions. Reports must not be made public until after a date designated by staff, to allow for appeals, corrective actions, etc. before results are made public.	X			

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
Response: Status history is tracked on each record.					
MOB-10	Describe how the system will interact with GPS, in office and on the mobile device, to display all establishments within a specific area of Nebraska and map out inspection schedules/routes in the most efficient manner possible.	X			
Response: Once assigned, Inspectors can optimize their inspection routes based on optimal distance (aka sequence by proximity), optimal time (aka fastest route) or by manually organizing their route.					
MOB-11	Describe how the system will have a scalable interface for working with different devices such as desktop computers, laptops, tablets, and cell phones. A mobile tablet is the State-preferred device for mobile inspections. At the current time, the State of Nebraska uses Windows-based hardware devices using Android app functionality. Currently, approximately seven thousand (7,000) inspections/surveys are conducted annually, on license types such as Water Wells; Cosmetology schools & salons; Nail Tech schools & salons; Body Art facilities; massage therapy schools & establishments; funeral establishments & branches Community-Based Services; Hospitals; Health Clinics; EMS Services & Training Agencies; Nursing programs; Nursing Homes; Assisted Living Facilities; Home Health Agencies; Hospices; Adult Day Services; Children's Day Health Services; Rural Health Clinics; Health Maintenance Organizations; ESRDs; Mental Health Substance Use Facilities; Centers for Developmentally Disabled facilities; Psychiatric Residential Treatment Facilities; Intermediate Care Facilities; Public Water Systems; Asbestos, Lead, and Radon Mitigation establishments; Nurse Aide programs; and Child Care establishments with seven (7) license types. DHHS staff will use the module, and others with read- only capability will utilize the information. See Attachment Six - Inspection Documents See Attachment Seven – Investigation Documents	X			
Response: The Accela solutions offer a high degree of scalability, configurability, reliability, and performance. Accela Inspector supports iOS and Android-based devices.					
MOB-12	The system must be able to support at least 100 DHHS staff, and up to 50 other DHHS staff that will have mobile capabilities, with an ability for these users to update the system in real time (or not real time) via internet, for up to 500 different forms.	X			

Reporting Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
RPT-1	Describe how the system will facilitate data collection, analysis, and report generation by authorized users via a web-based application scalable to desktop computers, laptops, tablets, and cell phones.	X			

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
Response: The solution provides standard reports as well as a built-in Ad Hoc Report Writer that allows nontechnical agency staff to create, modify and deploy reports (standard or custom) throughout the system over time. Reports may be exported into formats such as PDF, MS Word, MS Excel and XML.					
RPT-2	Describe how the system will have an intuitive, dynamic report creation functionality that is user friendly and allows easy creation of ad-hoc reports without Contractor support.	X			
Response: Accela understands reporting can be one of the most difficult, time consuming functions – while critical and necessary for measuring, scheduling and determining business decisions. Accela's solutions include 100+standard reports. The reports are created in a fashion that are dynamic and adjust to the data that is being fed to the report/letter. Accela's Ad hoc Report Writer provides an easy point-and-click user interface and user-friendly views of our solutions data, offering the ability to design, deploy and manage its own dashboards, reports and documents (i.e., form letters) **without requiring any third-party reporting tools**. Due to its ease of use, report writers do not need specialized report-writing skills or an in-depth knowledge of our solutions data schema. A basic tabular report can be written in 15 minutes or less.					
RPT-3	Describe how the system will search, display, and generate reports by any field or combination of fields, using the same field names as shown on staff screens.	X			
Response: The system provides a reporting module that lists all available reports.					
RPT-4	Describe how the system will import and export information for data analysis.	X			
Response: Information can be exported out of the system using various reporting tools. Information can be imported through batch jobs or data conversion process.					
RPT-5	Describe how the system will facilitate automatic report generation on a staff-defined schedule, and automatically send the reports to designated internal and/or external customers. The system must alert appropriate staff if a report fails.	X			
Response: Once the reports are configured, the system can use event scripting and batch jobs to facilitate the automatic generation of reports.					
RPT-6	Describe how the system will generate ad-hoc reports using templates for inspections, monitoring, and complaints regarding establishments, link them to the license record and the physical location, and display them online.	X			
Response: All reports can be automated linked to the record as a document. This is out of the box functionality.					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
RPT-7	Describe how the system will support calculating averages, percentages, days between, deviations, etc. between multiple data elements using the following scenarios: • Days between would compare, for instance, the date an application was entered and the date the license was issued, and give us the total number of days for each application. • An average may be the average number of days it took for all Nursing applications to be issued. • Percentages would be the percentage of nursing applications issued within two (2) days. • Deviations would show the outliers in the data, such as one problematic application that took sixty (60) days to process.	X			
Response: The system's adhoc reporting tool has build in functions to facilitate this.					

Data Interface Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
INT-1	Describe how the system supports two-way data interfaces with other applications as needed, to export and import data. An industry-standard HL7 interface is desired. For example, the system must automatically export and import disciplinary data with NURSYS on a daily basis; automatically import establishment license and certification data from the federally-owned Aspen Central Office (ACO) software to update the database on a daily basis; allow other state entities to upload and populate data, such as Step Up To Quality ratings for child care programs and fingerprint-based background searches; and allow third parties, such as schools, exam providers, and employers, to upload and overwrite data. DHHS anticipates disciplinary databanks, compacts, schools, exam companies, and employers to interact with the system and must have a unique method developed for each one.	X			
Response: The system has contract APIs, that allows for the development of two interfaces between any system.					
INT-2	Describe how the system will internally or externally interface with a scanning/imaging system that links documents to specific licensee records via an intuitive interface that minimizes staff time. All documents must be tracked in the licensee applicant file, designated by receipt date, mailing date, item category, retention schedule, security/access level, etc., as identified by staff.	X			

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
Response: The system has contract APIs, that allows for the development of two interfaces between any system.					
INT-3	Describe how the system will create and store documents using Word/Excel which can be exported for use in accounting systems such as OnBase and SharePoint. For example, a completed refund form produced in Word should be exported to SharePoint for approval and processing. Data reports should be exported to Excel.	X			
Response: The system has contract APIs, that allows for the development of two interfaces between any system.					

Online Transaction and Public Interface Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
ONL-1	Describe how the system will provide a searchable online database of licensee records and related public documents that is updated in real time, through an intuitive interface. The system must allow multiple data field selection in the search feature. The system must provide “sounds like” and alternative spelling options for identified search fields, with at least 15 results shown per screen, and additional results available by scrolling. The results list must include basic information such as licensee name, license number, license type, license status, and license expiration date. Search elements, results data, and additional information must be tailored to specific license type needs.	X			
Response: This is core system functionality and is intuitive within the citizen access portal.					
ONL-2	The system’s online database must provide an option to search for licensees within a specified mileage of a zip code through an intuitive interface. For instance, users may select from a list of mileage amounts, such as within 25, 50, 100, or 150 miles of the zip code. Results displayed must be tailored to license type. For example, search fields for child care establishments must include business hours, ages served, Step Up To Quality rating, and a selected the number of miles from the specified zip code.				
Response: The system has a licensee lookup/verification functionality. Once a license is found all of the information pertaining to the license is available to the public.					
ONL-3	The system’s online database must have a Frequently Asked Questions (FAQ) section to help users navigate and locate the information they need through an intuitive interface.	X			
Response: Accela Service Request Management will allow the agency staff to build a library of Frequently Asked Questions and Answers. FAQs will appear to citizens on the agency’s FAQ page as well as on the mobile app.					
ONL-4	Describe how the system will be able to change the online database interface to use languages other than English (Spanish, Vietnamese, etc.), or provide a link to the translated interface.	X			
Response: Accela is in touch with the mandates that are occurring across the U.S. as well as with its expansion internationally. One of these critical mandates by state governors and large state mayors is offering citizen services in multiple languages to facilitate business growth for all groups. These local governments are committed to providing multilingual services of all kinds to their residents, business owners and visitors. In revenue-sensitive and regulatory areas such as permitting and licensing, it is particularly critical to ensure that the public is able to properly and efficiently apply for needed permits. Offering multilingual capabilities can boost or stabilize revenue and improve compliance with community codes. Our solutions offer extensive multilingual capabilities, with international language packs available for Spanish, French, Arabic, Chinese, Portuguese, Vietnamese, and two versions for English (U.S. and Australian). These language packs are able to be deployed in the back-office application for agency users, as well as through Citizen Access to serve the public.					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
ONL-5	Describe how the system will display license-type-specific information when a license is selected, with a list of related public documents such as disciplinary action, inspection reports, ownership documentation, construction project information, etc. Documents must be displayed upon selection. For child care establishments, describe how the system will indicate the establishment's Step Up to Quality rating, whether or not the child care is currently in compliance, and display all citations online without any identifying names displayed to the public.	X			
Response: All license information included related records is available to the public via citizen access.					
ONL-6	Describe how the system will provide links that generate documents, such as certifications and wallet cards, through an intuitive interface for the selected license. The generated documents should be printable in a professional-looking format, such as a pop-out PDF with letterhead, seal, or other image elements required by DHHS. Information provided on the documents should be specific to each license type. Staff must be able to update the templates as needed.	X			
Response: These documents will be both emailed to the licensee and attached to his record.					
ONL-7	Describe how the system will allow applicants, licensees, board members, and the public to establish secure personal online accounts, with role-based security regarding public and editable data fields, through an intuitive interface. Describe how the system will allow users to configure the dashboard/interface to their needs. The system must facilitate and document two-way communication between staff, applicants, licensees, and the public. The system must provide a drop-down list of shared email accounts identified by what types of questions should go to each one. All of the license types have multiple applications, such as initial, renewal, reinstatement, exam, etc. See Attachment One, Type and Number of Licensees.	X			
Response: Via an account registration process in the Citizen access portal. Each account will be able to apply for multiple license types.					
ONL-8	Describe how the system will allow the public to generate rosters and lists of licensee contact information for printing and/or download, based on standard reports and/or personalized reports based on criteria/data fields they select through a "wizard" or other intuitive interface. Criteria must include the zip code area search specified in ONL-2. Downloads must be available in standard formats such as Excel, .csv, and .txt. Any applicable fees must be securely collected online.	X			
Response: The system has a licensee lookup/verification functionality. Once a license is found all of the information pertaining to the license is available to the public.					
ONL-9	Describe how the system will provide an online shopping-cart-type payment system, document all transactions and payments for each online account and corresponding license record, display a list of all fees due, and allow partial or full payment of designated fee(s) through an intuitive interface. The system must allow payment of ad-hoc fees assessed by staff against a licensee's record. Notification of transactions must be sent to the license-type-specific staff work queue. For example, fees required to be paid in full may include roster/list fees, application fees, renewal fees, reinstatement fees, late fees, etc. Fees that allow partial payment may include compliance costs, administrative and civil penalties, administrative fees, etc. Licensees may need to pay an additional license fee due to fee proration.	X			

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
Response: This is out of the box configuration functionality. The user will be provided a shopping cart experience to the major online retailers like Amazon.					
ONL-10	The online payment system must use the State of Nebraska's credit card processor, which is currently Elavon, and must be able to work with a broad range of other payment processors. Secure socket layer (SSL) encryption must be used. Describe how the system will permanently store all of the payment information on the licensee record, including the payer contact information, transaction data, attachments, payment processor transaction confirmation number, and last 4 digits of the payer's credit card number for each transaction. Payment reports must be able to be run with date and time specifications. System must record the transaction ID, licensee name, license number, license type, and payer name to ensure that payments are accurately credited and refunded. State contract 66533-O4 is with U.S. Bank for Credit Card Processing. http://das.nebraska.gov/materiel/purchasing/contracts/pdfs/66533(o4)awd.pdf Elavon does not use a specific product, but whatever product is used must be either an Elavon product or certified with Elavon.	X			
Response: Accela uses industry standard SSL encryption to keep data in transit protected and make sure that all client transactions are secure. All web based products offered by Accela support SSL.					
ONL-11	The system must meet Payment Card Industry (PCI) data security standards. Quarterly PCI audits must be provided to DHHS that verify compliance with PCI standards. Annual proof of compliance is also required, either by providing certification on the VISA website (https://www.visa.com/splisting/searchGrsp.do) or by providing a PCI Data Security Standard Self-Assessment Questionnaire and Attestations of Compliance signed by a qualified security assessor. All components of the system provided by the Contractor must mitigate level 3, 4, and 5 vulnerabilities as quickly as possible.	X			
Response: Accela's solutions comply with PCI DSS (Payment Card Industry Data Security Standard). It also certifies FISMA (The Federal Information Security Management Act) compliance standards.					
ONL-12	Describe how the system will allow the public to complete and submit applications online; submit related documentation; view application status/checklist/deficiencies; schedule and take examinations; review scores; make payments; and receive receipts through an intuitive interface. The system must check applicant information against the database as it is entered, in real time, to check to see if the person has held any licenses, and present the applicant with the appropriate initial or reinstatement license application form. The application must be sent to the license-type-specific staff work queue. For example, Harold applies online for an LPN license, with a universal first page that asks for basic information (name, DOB, SSN, prior licenses). The system checks the database and finds that Harold has an inactive LPN license. The system asks Harold if that was the license he held, and if the answer is yes, provides him with a reinstatement application form as the next step/page.	X			

<table>
<tr><th>Req #</th><th>Requirement</th><th>(1) Comply</th><th>(a) Core</th><th>(b) Custom</th><th>(c) 3rd Party</th></tr>
<tr><td colspan="6">Response:
Accela Citizen Access offers unprecedented features and functionality that empower agencies to conduct business with the citizens they serve in a 24/7/365 including application submission, research, GIS mapping, fee payment, license renewal, project management and much more. The Citizen Access portal supports non-registered (i.e. public), registered and third party contributors to work collaboratively with the agency. Those with a registered account are welcomed with a personalized dashboard highlighting items that require the user’s immediate attention, open invoices, active projects and recent work activity with the agency. Applications submitted through the online portal offer up a user friendly, guided application intake form with step-by-step instructions, tool tips, clear communication on required elements and option to save and resume later.
The public-facing portal supports shopping cart functionality that allows online users to pay multiple invoices across different application/record types (i.e. a new License application, an existing license renewal and a code enforcement violation fee) all with a single financial transaction online. Online payments are typically passed through an authorized third party merchant service provider such as Moneris. This is done in real-time and does not require the agency or its infrastructure be PCI compliant. If the payment is successfully processed by Moneris Accela will store a transaction ID so that each online transaction can be reconciled against reports produced out of Moneris.</td></tr>
<tr><td>ONL-13</td><td>Describe how the system will allow licensees to generate, complete, and submit renewal forms online; submit other renewal documentation; make payments; and receive receipts through an intuitive interface. Notification must be sent to the license-type-specific staff work queue.
DHHS currently has approximately 378 license types. Approximately 83 of the 378 license types do not renew.
There are five (5) categories of renewal processes:
1. Individuals
2. Businesses
3. Child Care
4. Community-Based Services
5. Health Care Facilities and Services
See Attachment One, Type and Number of Licensees.</td><td>X</td><td></td><td></td><td></td></tr>
<tr><td colspan="6">Response:
See above.</td></tr>
<tr><td>ONL-14</td><td>The online account system must allow licensees to submit name changes and related documentation, update contact information, update employer information, and view their transaction, fee, and payment history, as allowable for each license type, through an intuitive interface. Notification must be sent to the license-type-specific staff work queue.</td><td>X</td><td></td><td></td><td></td></tr>
<tr><td colspan="6">Response:
This will be handled through an amendment process.</td></tr>
<tr><td>ONL-15</td><td>Describe how the system will allow licensees to securely complete and submit self-inspection documents, plans of improvement, written verification of correction, and other documentation/ correspondence online. Describe how the system will also track online submissions, and associate them with the licensee record, as well as generate and track staff response/denial/approval correspondence regarding the documents submitted.</td><td>X</td><td></td><td></td><td></td></tr>
<tr><td colspan="6">Response:
The users will be allowed to upload documents in the Citizen Access portal</td></tr>
</table>

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
ONL-16	Board member data must be maintained in the database, including public and confidential contact information, service dates, and the population being represented. Information designated as public must be automatically posted and updated daily on the website in board-specific rosters that are available to the public.	X			
Response: This can be added and maintained on the home page.					
ONL-17	Public meeting and hearing information, such as notices, agendas, minutes, proposed regulations, 407 reviews, etc. must be available to the public via the public-facing website. The public must be able to subscribe to information of interest to them, and automatically be notified when such information is made available or updated on the website. Information on upcoming events must be posted as it arises, and public access to past event information must be maintained.				
Response: Accela's solutions track all required permit activities, tasks, required actions, reviews, meetings, hearings and approvals as required by agency ordinances, regulations and business rules. Administrators can configure messages to be delivered to internal and external users (e.g. status update, pending license expiration). Accela's public facing web portal, Citizen Access does not support subscription to email alerts.					
ONL-18	Confidential information used by board members, investigators, legal staff, and other designated individuals must securely be made available to only those individuals via the website. Designated individuals must be able to subscribe to information of interest to them, and automatically be notified when such information is made available or updated on the website.	X			
Response: The system has a permission based system that can determine who has access to various information in the system.					
ONL-19	Licensee information must be automatically posted and updated daily on the website in license-type-specific rosters that are available to the public.	X			
Response: This information is available in Realtime.					

Training Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TRN-1	Describe how the Contractor will provide and update the administrator reference materials and data dictionaries to include current data elements and functions in new versions.	X			
Response: In addition to the training provided by [s]Cube, Accela Inc. offers a large library of training materials and help resources in Accela's Success Community system, available online and self-paced. Each agency staff user can request login credentials and gain access to the entire library of training materials which include video tutorials, how-to documents, administrator, and end user guides.					

<table>
<tr><th>Req #</th><th>Requirement</th><th>(1) Comply</th><th>(a) Core</th><th>(b) Custom</th><th>(c) 3rd Party</th></tr>
<tr><td>TRN-2</td><td>Describe the strategy for providing train-the-trainer instruction and materials, online training, online user reference materials, on-going support, and help features for instruction on use of the applications, and are updated to include current data elements and functions in new versions. Include the number and outline of training sessions necessary to optimally implement and operate the system. Describe the delivery method, which must include a combination of classroom and online learning techniques.</td><td>X</td><td></td><td></td><td></td></tr>
<tr><td colspan="6">Response:
[s]Cube recommends training at many levels in order to execute on a successful implementation. Below are typical training sessions we deliver. Note that all sessions are recorded for future reference.
• Initial Core Team and SME introductory training. System Administrator training, illustrating key admin and customization options to system administrators.
• Train-the-Trainer sessions, to show inspection group Leads and Super Users how to perform inspections, troubleshoot basic issues, navigate workflows, run reports, manage alerts and communications.
• End User Training
• Ad Hoc Report Development overview</td></tr>
<tr><td>TRN-3</td><td>Describe how the system provides help and training functions, which must be built into the software.</td><td>X</td><td></td><td></td><td></td></tr>
<tr><td colspan="6">Response:
Accela’s solutions provide online help in the same consistent task card user interface as well as fully indexed, searchable, and editable help files for all features and functions. To use online help, the user simply types in key words in the search field. The system will display the related help topics. A “What’s New” section includes the latest details of the current release, and a responsive HTML provides an optimal reading experience with enhanced navigation and minimal scrolling and resizing.</td></tr>
<tr><td>TRN-4</td><td>Describe how the system provides interactive communication such as user groups for staff questions and support.</td><td>X</td><td></td><td></td><td></td></tr>
<tr><td colspan="6">Response:
Accela user groups discuss products and share experiences to improve the use of their Accela products. These groups are designed as a resource for, and by, those who know the product best—the users. The regional lead then coordinates with the regional Account Manager on webinars, meetings and other notifications from the collaborations and discussions with other users in the group. The regional lead, along with other group members can determine if meeting more frequently than quarterly is an option but if not, remote meetings or conference calls are encouraged to promote collaboration and issue resolution.
Most meetings and product updates are coordinated around new releases and provide the user group members with information about the release, product demonstrations and product issues that have been addressed since the last release and new product enhancements based on feedback from the general user community. Accela posts all user group events on the Events section of the Accela website at https://www.accela.com/events-list/, and can also access additional customer forums and discussions in Accela’s Success Community.</td></tr>
<tr><td>TRN-5</td><td>Describe how the system provides libraries of available reports, including instructions on modifying the reports.</td><td>X</td><td></td><td></td><td></td></tr>
</table>

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
Response: Standard reports are provided for all Accela solutions as part of the implementation services delivery. The ad hoc report writer gives users the ability to create reports and dashboards quickly and easily. When you design a new report, the report designer leads you through a logical series of steps, beginning with the choice of a data source. After you have a data source, you can then choose the fields you want to use in your report. You can configure field attributes such as sorting and grouping, create charts and gauge panels, choose the colors and shading for your report, and define the header and the footer content. You can also define who you want to share the report with, and what permissions that you want to allow other users when interacting with your report.					

Public Health Investigations Module Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
PHI-1	The system must allow internet based access methods, for all types of users, after initial registration. Please describe the channels by which users can interface with the system.	X			
Response: Citizen Access uses a combination of registered public user authentication and role-based permissions to ensure that members of the public or other non-agency personnel have access to data and functionality that they are authorized to access and do not have access to data and functionality that they are not authorized to access.					
PHI-2	The system must allow users to register for system access via the internet. Please describe how the system meets this requirement, including how system access rights are determined and assigned.	X			
Response: The citizen access portal allows for the citizen to register through the account management process.					
PHI-3	The system must log off users after a system administrator configurable period of inactivity. Such inactivity periods may vary by user role. Please describe how the system meets these requirements.	X			
Response: The system reauthorizes a user's session token every time the user refreshes the page. If inactivity is greater than the user session timeout configured, the token has expired, and the session is automatically logged out. Role specific user session idle time can be configured by administrators.					
PHI-4	The system must allow for full or partial search responses when searching. Please describe how the system meets this requirement.	X			
Response: Searching will provide a list of all relevant records associated with the search criteria.					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
PHI-5	The system must use system generated complaint numbers. Complaint numbers must be unique to each individual complaint. They must never repeat and can be alpha, numeric or a combination. Please describe how the system meets these requirements.	X			
Response: Unique identifiers are automatically assigned to all complaint records.					
PHI-6	The system must include configurable logic or business rules on data entry that trigger customizable responses, distributions, alerts, work flows and or handling. Please describe how the system meets these requirements.	X			
Response: One of the most attractive aspects of Accela's solutions to our clients is its potential to inherit the complex business rules and operations our clients have in place and desire to maintain. The application was designed and developed to allow for maximum configuration at all levels of the solution (for case types, workflow, fees, fields, automation, business rules, etc.) to be performed by trained end users, eliminating the need to customize the solution or to seek outside help to modify the solution whether by Accela or by other third parties. The inherent solution Admin Tools allow our clients to tailor the solution to meet their needs and should those needs or requirements change, the solution is able to offer the framework for accepting those changes and modifications without custom programming. Rule configuration is done using the Civic Solutions web interface and executed within the Accela Biz Server. Configured rules are stored within the Accela database and retained during solution or version upgrades. The Civic Solutions provide a tool for exporting rules configured in one environment and then moving that configuration to another environment. This is particularly useful for the configuration and testing of rules in a staging environment and then promoting those rules to a production environment. For areas where the Civic Solutions may not have an existing rule to configure, a robust Business Rules Engine is provided as part of the applications core functionality. The engine allows additional rules to be created and applied to record types. This feature allows for complete automation of any rules that may be unique to a department within the agency. All rules configured with the Civic Solutions are applied to any interface into the solution. Citizen Access, the constituent facing web portal, reuses all rule configuration from the Civic Solutions to drive the application submission process. Any rule configured for any record type in the Civic Solutions is applied to the Citizen Access interface or unique rules can be configured to be applied only when applications are submitted using the Citizen Access interface.					
PHI-7	The system must allow for extensive screen, form, field, widget, radio button and drop down list configurability. Please describe how the system meets these requirements.	X			

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
Response: Accela's loosely coupled 3-tier architecture has a separate presentation layer that allows for ease of configuration by the client, without requiring our assistance, and is maintained as configuration to avoid negatively impacting future product releases. Our back office solution's User Interface (UI) Designer provides the ability to customize all aspects of the screen including menus, tabs, pages/screens, buttons, labels and fields by adding, removing, requiring, resizing and/or renaming any field; whether out of the box or defined by the agency through a user friendly, drag and drop user interface. UI pages can be designed and managed at the module, user group, or individual user levels. All layout information is stored in database, not at the application code level, thus not impacted by future application upgrades. This ensures that users are working in an environment optimized for their daily tasks, showing them the most important information where they need it most. Users must be granted access to the UI Designer as an administrator. Once granted permission can launch the Designer directly from the regular user screen to make changes to the appearance and content of the existing screen. Citizen Access, our public-facing solution, is highly configurable when it comes to matching the agency's look-and-feel and other branding requirements, especially on the top banner, side panel, and bottom footer areas of the page template. Due to the fixed nature of content within the application portion (center) of the page, only limited configuration via CSS styling is available on forms and other application content areas. The top banner, side panels, and bottom footer area are all completely customizable. The Citizen Access content contained in the center of the screen can be styled using CSS to match background colors and textures, font colors and sizes, etc. Configuration of the layout within the central portion of the screen is limited. Agencies may insert custom content (descriptions and images) into the header portions of most forms with Citizen Access. Additionally, all instructional text and helper tool-tips are also editable.					
PHI-8	The system must perform duplicate checks on data entry. Please describe how the system meets this requirement.	X			
Response: Accela Licensing & Case Management natively supports duplicate detection. Detection is achieved by checking against key data fields within the system (e.g., name. address, phone number, etc).					
PHI-9	The system must provide for user configurable (based on role) and automated correspondence. Please describe how the system meets these requirements.	X			
Response: Our solutions support multiple forms of notification that include an automated email or SMS message to the assigned users. The message that is provided can be configured by the agency to include the details that are relevant to their implementation. All communication generated from the system is logged and visible as part of the record in our solutions. Accela's communication management features improve communication and promote civic engagement by managing email, SMS text messaging and calendar integration. Communication Manager includes these features: • Microsoft Outlook integration enabled via Microsoft Exchange Server, which includes sending and receiving email communication to and from our solutions, checking availability of users for meetings or events via their Outlook calendars, and displaying scheduled Accela solution tasks, activities, inspections or other information on a calendar. • The ability to send SMS text messages from an agency's SMS text message provider account. • An agency-level correspondence list to keep track of communications initiated from and received by our solutions, including emails, text messages and meeting invitations. • A record-level consolidated communication list containing a summary of emails, SMS text messages, meetings, activities, inspections, documents and workflow history applicable to each record.					
PHI-10	The system must include user configurable, automated work flow management for tasks (assignment, review, etc…). Please describe how the system meets these requirements.	X			

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
Response: The flexible configuration of our solutions lets customers define and manage the sequence and requirements of the hundreds of steps involved in a workflow. Licenses or other case types may be configured at any time in the future by System Administrators to meet these yet unforeseen needs. Accela's Workflow Designer can mimic simple or complex workflow, and allows every aspect of each key business process to be configured in our solutions. This tool efficiently guides each process from task to task, from initialization to completion, but it also • Facilitates key task assignments • Allows the definition of duration for each of the tasks • Automatically sets due dates based on task durations • Task tracking: Who is assigned to handle the task, task status, location of pertinent data about the completion of the task? This workflow engine is the universal element in the Accela client space, acting as the eyes and ears to a myriad of public processes in state, county and state governments.					
PHI-11	The system must allow for user set, custom error message text. In the Investigations custom web site, DHHS staff do error message handle on each data entry field that a user might be entering. If it is a first name, DHHS staff does error handling for that. If it is a phone number, DHHS staff does different "custom" error handling for a phone number field. The error messaging on the page that a user sees also tells DHHS staff what field is in error. Please describe how the system meets this requirement.	X			
Response: The system inherently provides data messages for invalid information. Additionally, system administrators can create the specific messages that users will receive upon entering upon their entry of invalid information into a specific field.					

ATTACHMENT 3: TECHNICAL REQUIREMENTS TRACEABILITY

ATTACHMENT THREE
Technical Requirements Traceability Matrix

Request for Proposal Number 6249 Z1

Bidder Name: [s]Cube, Inc.

Bidders must describe in detail how the proposed system meets the conformance specification outlined within each Technical Requirement. It is not sufficient for the Bidder to simply state that it intends to meet the requirements of the RFP. The traceability matrix must indicate how the Bidder intends to comply with each requirement and the effort required to achieve that compliance.

The traceability matrix is used to document and track the project requirements from the proposal through testing to verify that the requirements have been met. The Contractor will be responsible for maintaining the contract set of Baseline Requirements. This traceability matrix will form one of the key artifacts required for testing and validation that each requirement has been complied with (i.e., 100% fulfilled).

The bidder must ensure that the original requirement identifier and requirement description are maintained from the traceability matrix.

How to complete the traceability matrix:

Column Description	Bidder Responsibility
Req #	The unique identifier for the requirement as assigned by DHHS, followed by the specific requirement number. This column is dictated by this RFP and must not be modified by the Bidder.
Requirement	The description of the requirement to which the Bidder must respond. This language is specified in the RFP and must not be modified by the Bidder.
(1) Comply	Bidder must insert an "X" if the system complies with the requirement. Describe in the response how the system meets the requirement. If the system does not comply with the requirement, the Bidder must address the following: 1. Capability does not currently exist in the system, but is planned in the near future (within the next few months) 2. Capability not available, is not planned, or requires extensive source-code design and customization to be considered part of the Bidder's standard capability 3. Capability requires an extensive integration effort of more than 500 hours
(a) Core	Bidder must insert an "X" if the requirement is met by existing capabilities of the core system or with minor modifications or configuration to existing functionality.
(b) Custom	Bidder must insert an "X" if the Bidder proposes to custom develop the capability to meet this requirement. Indicate "custom" for those features that require substantial or "from the ground up" development efforts.
(c) 3rd Party	Bidder must insert an "X" if the Bidder proposed to meet this requirement using a 3rd party component or product (e.g., a COTS vendor or other 3rd party). The Bidder must describe the product, including product name, functionality, and benefits in the response.

TECHNICAL REQUIREMENTS

The following requirements describe what is needed to support DHHS technical project operations.

Each requirement is identified by the following first three characters:

TEC	General Technical Requirements
STN	Standards Requirements
ERR	Error Handling Requirements
DBM	Database/Data Management Requirements
BKP	Backup and System Recovery Requirements
SEC	Security Requirements
DAC	Data Conversion Requirements
PTT	Production, Test and Training Requirements
INT	Interfaces/Imports/Exports Requirements
PER	System Performance Requirements
DOC	System and User Documentation

General Technical Requirements

This section presents the overall technical requirements that apply to the software. Describe in the response how the system meets the requirement.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TEC-1	Provide a description and diagram of the technical architecture. Include all database/web/networking hardware, software, tools, etc. Indicate where the system is hosted. Indicate if any components are needed on the client and/or loaded on servers, etc. Solution will only be server/cloud technology in nature. DHHS envisions one domain to be hosted for all applications. Currently, online renewal applications for individuals and businesses subject to the Uniform Credentialing Act are handled by System Automation. Online initial applications for Nursing and online renewal applications for Long-Term Care are submitted via Nebraska Interactive.	X			

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party

Response:
There are no technical requirements needed if the State is leveraging the Accela SaaS model. However, if the Accela installation is on premise in the State's data center, the Table 2 below details the basic technical/system requirements.

Table 2 – Technical Requirements

Hardware Description	System Requirements	Software Requirements
Application (BIZ) Server	- 4 CPUs - 8gb RAM	- Windows Server 2008/2012 R2 (64 bit) - 5 IPs needed
Presentation Server (ACA/AGIS/AMO/Gateway)	- 2 CPUs - 4gb RAM	- Windows Server 2008/2012 R2 (64 bit) - On DMZ
Accela Database Server	- Multicore processor with large processor cache (preferably multi-socket) - 16gb RAM	- Windows Server 2008/2012 R2 (64 bit) - MSSQL 2008 R2/MSSQL 2012
Note: The Development and Test environments can share the same Accela database servers if desired. Additionally, the environment can be scaled where appropriate based on load and user experience.		

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TEC-2	Describe how the system is responsive to mobile technology and works with mobile devices such as smart phones or tablets.	X			
Response: Accela's mobile applications work across platforms (iOS, Android and Windows) as well as across device types (smartphone, tablet and laptop). The Accela Civic Solutions natively support offline capability and will automatically synchronize when connected to a Wi-Fi or cellular data connection. All communication between the back-office system and Accela's mobile applications is secured both in transit and at rest. Accela's Inspector app offers store and forward functionality that allows the app to support intermittent connectivity in the field throughout the day without adversely impact your Inspectors'' ability to be productive; including the ability to complete checklists, take and attached photos, videos, etc. and generate inspection result documents all without connectivity or a manual synchronization effort by the Inspector. The Inspector app will automatically detect when an internet signal is available and immediately start synching any updated content from the app to the back-office and vice versa. Additionally, the Inspector mobile app offers a "Download Jobs Offline" option that permits Inspectors to download all their work including inspection history, digital document history, related records all parent record data fields such that they can operate completely disconnected from start to finish and still have virtually the exact same user experience they would have if connectivity were available in the field.					
TEC-3	Describe any third party components that are proposed as part of the system, i.e. using Crystal Reports as a reporting tool.	X			
Response: Crystal reports may be required in created custom reports.					
TEC-4	Describe how the system is designed so that business rule parameters and code lookup tables can be easily updated without changing the overall application program logic.	X			
Response: The system comes with code lookup tables "Standard Choices" that can be easily maintained without disturbing the overall system architecture and configuration.					
TEC-5	Describe the upgrade and maintenance process for the system. Downtime and impact to the users must be minimized.	X			
Response: The proposed system is a SaaS solution; maintenance will be handled by the software provider and on a schedule of only 2 major upgrades per year. If intermediate hot fixes are needed; they are first communicated and run off cycle when very little site usage is expected.					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TEC-6	Describe any impact on customizations made to the system for upgrades and maintenance processes. Downtime and impact to the users must be minimized.	X			
Response: Because the core database structure rarely changes, there are typically no impact to the existing system when upgrades are performed.					
TEC-7	Describe any redundancy built into the system to limit any downtime.	X			
Response: The SaaS system has a greater than 99% uptime and is rarely down.					
TEC-8	Describe how the system has the ability to share data securely, including importing and exporting of data to/from other application software tools, such as a Microsoft Excel file, XML, comma separated value (csv) file, etc.	X			
Response: The system can be configured to determine who has access to the data stored.					
TEC-9	Describe how the system has the ability to archive data and documents per the DHHS' required record retention schedules, which provides different retention periods for different document types. Describe the method and ability to adjust to changes in the retention schedule.	X			
Response: The system comes with a standard document management system. However, it also can interface to third party systems such as OnBase.					
TEC-10	Describe how the system has the ability to provide audit information on all data accessed or changed within the system.	X			
Response: This information is captured in the database and is reportable via adhoc reports or custom reports.					
TEC-11	Describe how the system allows multiple users to use the software applications and database concurrently.	X			
Response: The system is designed for concurrent users; there will be no issues with clashes or users being kicked out of they system to max usage.					
TEC-12	Describe how the system is scalable and flexible enough to accommodate any changes required by the DHHS, or by any federal statute, federal mandate, federal decision or federal policy.	X			

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
Response: The system is highly customizable and can handle most changes needed by the agency.					
TEC-13	Describe how the system is able to scan, attach, and store different document types (pictures, documents, PDF file, etc.) within the system.	X			
Response: The system has Api's that allows it to interface to scan systems and document storage systems.					
TEC-14	Describe how the system has the ability to generate reports and ad hoc queries without performance impact to user access or system response time.	X			
Response: Accela understands reporting can be one of the most difficult and time-consuming functions – but critical and necessary for measuring, scheduling and informing business decisions. Accela's Civic Solutions include **100+ standard reports**. The reports are created in a fashion that are dynamic and adjust to the data that is being fed to the report/letter. They can be customized and saved for sharing and reuse. Accela's **Ad Hoc Report Writer** provides an easy point-and-click user interface and user-friendly views of the Civic Solutions data, offering the Agency the ability to design, deploy and manage its own dashboards, reports and documents (i.e., form letters) **without requiring any third party reporting tools**. Due to its ease of use, report writers do not need specialized report-writing skills or an in-depth knowledge of the Civic Solutions data schema. Reports may be immediately published in the Civic Solutions without the assistance of the IT team or administrative staff. Tabular reports automatically provide hyperlinks that allow users to launch and view related Record data in the Civic Solutions from within a report. In addition to creating tabular reports, users may also create formatted forms and documents such as contracts, permits, rental agreements, etc. Comprehensive administrative functions are available for these reports, forms, and documents, such as controlling access to creating/running reports, controlling access to data views, managing report menu visibility, automated generation of reports, automated emailing of reports, automated saving of reports to a document management system, etc.					
TEC-15	Describe the help desk operations and support that will be provided with the system.	X			
Response: 24/7 help desk support will be provided.					

Standards Requirements

DHHS currently operates its computer system in compliance with many technology and operational standards. These standards originate from internal development, industry best practices and governmental mandates. The Bidder must describe how all applications operate in compliance with these standards and practices.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
STN-1	If web-based system applications are required, describe what industry standard browsers are supported by the system. If the system requires additional components, describe the technical details of those components.	X			
Response: Internet Explore 11.x, Chrome, Firefox, Microsoft Edge					
STN-2	The system must store data in federally compliant data centers residing within the continental United States of America.	X			
Response: There are no data centers outside of the country.					
STN-3	All data is the property of DHHS, and DHHS will retain the exclusive rights of use now and in perpetuity.	X			
Response: Yes, this is standard.					
STN-4	The system must comply with accessibility requirements described in 45 CFR 85 and with State of Nebraska accessibility requirements located at: https://nitc.nebraska.gov/standards/2-101.pdf.	X			
Response: Complies.					
STN-5	The system must comply with the sub-parts of Section 508 of the Americans with Disabilities Act (ADA), and any other applicable State or federal disability legislation. Refer to http://www.ada.gov/508/.	X			
Response: Complies.					
STN-6	Describe how the system complies with digital signature requirements described in the Nebraska Digital Signatures Act, and all other applicable legal requirements in Nebraska for digital signatures. Refer to http://www.sos.ne.gov/rules-and-regs/regsearch/Rules/Secretary_of_State/Title-437.pdf for definition and standards in Nebraska.	X			
Response: This system uses logos to provide digital signatures. Basically, an image the signature is store in the system and applied at the time the signature is required.					

<table>
<tr><th>Req #</th><th>Requirement</th><th>(1) Comply</th><th>(a) Core</th><th>(b) Custom</th><th>(c) 3rd Party</th></tr>
<tr><td>STN-7</td><td>The system must comply with all HIPAA and other statutory, regulatory, and policy requirements for protected health information. Refer to http://dhhs.ne.gov/ITSecurity.</td><td></td><td></td><td></td><td></td></tr>
<tr><td colspan="6">Response:
Not applicable. Accela’s solutions do not handle any PII, therefore HIPAA does not apply.</td></tr>
<tr><td>STN-8</td><td>If the system requires client software to be installed, describe how the system ensures that all software used for the system can be distributed, installed and configured in an unattended "silent" manner.</td><td>X</td><td></td><td></td><td></td></tr>
<tr><td colspan="6">Response:
N/A – This is a SaaS solution.</td></tr>
<tr><td>STN-9</td><td>Current DHHS policies prevent users from making administrative changes and downloading software locally to their PC. Describe how the system supports this policy.</td><td>X</td><td></td><td></td><td></td></tr>
<tr><td colspan="6">Response:
N/A This is a SaaS solution, no software will be stored locally.</td></tr>
<tr><td>STN-10</td><td>Current DHHS policies recommend not storing any data locally in the event that a user's desktop PC needs to be reimaged (which deletes locally stored data). Describe how the system supports this policy.</td><td>X</td><td></td><td></td><td></td></tr>
<tr><td colspan="6">Response:
N/A This is SaaS solution not data will be stored locally.</td></tr>
<tr><td>STN-11</td><td>Describe the report design tools and output formats.</td><td>X</td><td></td><td></td><td></td></tr>
<tr><td colspan="6">Response:
Report Tools: Adhoc report, Crystal Reports, SSRS reports. Output Formats: PDF, Word, Rich Text Format, Excel, CSV</td></tr>
<tr><td>STN-12</td><td>Describe how the system maintains licensed software, including all third-party software, no more than two supported versions behind the latest release, and updated with latest security patches.</td><td>X</td><td></td><td></td><td></td></tr>
<tr><td colspan="6">Response:
SaaS solution ensure software is always on the latest version.</td></tr>
</table>

Error Handling Requirements

The management of the system requires that all occurrences of errors be logged for review and that critical errors be accompanied by appropriate alerts. Authorized users need to be able to query and review the error log and configure the alerts.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
ERR-1	Describe the error handling functionality.	X			
Response: The system has comprehensive error handle functionality that traps errors and provide in an understandable output either on the screen on within server error logs.					
ERR-2	Describe how the system provides a comprehensive set of edits at the point of data entry to minimize data errors and provide immediate feedback in order for incorrect data to be corrected before further processing (e.g., spell check, zip codes, etc.).	X			
Response: The system is configurable to ensure that information entered satisfied certain requirements. This minimizes system errors.					
ERR-3	Describe how the system ensures all errors are written and categorized to an error log. Describe how the system allows for a user to view, filter, sort, and search the error log.	X			
Response: The system provide biz server logs that capture all errors.					
ERR-4	Describe how the system allows for user-defined alerts of errors, including those to external communication mechanisms (e.g., e-mail and text messaging).	X			
Response: The system can be configured to email/text errors to identified personnel at varying intervals.					
ERR-5	Describe how the system provides for the generation of standard and customizable error reports.	X			
Response: The system provides the error reports with the server logs.					
ERR-6	Describe how the system includes a comprehensive list of error messages with unique message identifiers.	X			
Response: This list is included in the server logs that are generated on all activity throughout the day.					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
ERR-7	Describe how the system displays errors to the user/operator in real-time whenever an error is encountered.	X			
Response: Real-time user errors are displayed to the user as a banner on the top of the page.					
ERR-8	Describe how the system has the ability to suppress error messages based upon user-defined criteria.	X			
Response: Error messaging can be configured to not display for users. This will be handled via the scripting rules engine.					

Database/Data Management Requirements

DHHS requires the benefits inherent with a relational database management system (RDBMS). The accessibility, flexibility and maintainability achieved through normalized data structures are essential to achieving the business objectives outlined in this RFP.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
DBM-1	Describe the database architecture, including the database software that is supported by the system.	X			
Response: The Accela Civic Platform is an enterprise solution and as such supports both Oracle and Microsoft SQL Server for deployment. The database is normalized as much as possible to the third normal form and enforces referential integrity among related tables. The default database includes tables, indexes, views, functions, sequences and stored procedures. There are well over 800 tables supporting the application.					
DBM-2	Describe how the system allows changes to be made available immediately on-line.	X			
Response: Back-office changes can be made immediately to most record attributes. This ability doesn't exist for citizens accessing the system online.					
DBM-3	Describe how the system facilitates data structure changes to accommodate expanding scope, new services, changing requirements and legislative mandates.	X			
Response: The system easily allows for the creation of new record types. The adding of new features can be done in a non-intrusive way that doesn't impact existing functionality.					
DBM-4	Describe the standard software development life cycle (SDLC) for deploying software. Describe the process for planning, creating, testing and deploying the system.	X			
Response: We used a modified SCRUM (Agile) process for the development of new features within Accela. Multiple iterations are performed, including interaction with the user community before the final solution is deployed.					
DBM-5	Describe how the system provides the flexibility to extract and load data into standard non-proprietary software formats.	X			

Response:

The system has a standard data conversion tool/process that allows to import data from other systems.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
DBM-6	Describe how the system maintains an automated history of all transactions, including, but not limited to: date and time of change, "before" and "after" data field contents, and operator identifier or source of the update.	X			
Response: Every transaction is captured in the system with time stamps.					
DBM-7	Describe how the software database conforms to the Open Database Connectivity Standard (ODBC).	X			
Response: The Civic Platform uses the two most widely used enterprise DBMS applications (Oracle and SQL Server) which allow for ODBC connections.					
DBM-8	Describe how the system provides utilities or other tools for administrative users to evaluate data relationships between tables.	X			
Response: As part of the standard table structure, the Civic Platform contains a data dictionary which describes all tables, views and functions which can be used to generate reports or for other data mining processes. .					
DBM-9	Describe how the system prevents corruption or loss of data already entered into the system in the event of failure.	X			
Response: Accela SaaS schedules daily full backups and 4hr incremental backups which can be used to restore the system to a previous state in the event corruption occurs.					

Backup and System Recovery Requirements

The system must create backup copies of the software and restore and use those backup copies for the basic protection against system problems and data loss. This requirement refers to all application system files, data files, and database data files. The system must provide a comprehensive and easily manageable backup and recovery process.

The system must have a recovery plan that ensures component failures do not disrupt services. The plan must be completed, implemented, and tested prior to system implementation.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
BKP-1	Describe the Backup and System Recovery plan and readiness. Describe the service level agreement on returning the system to service from a backup. Describe the backup retention schedules – daily, weekly, monthly, quarterly, etc.				
Response:					
BKP-2	Describe all needed hardware, software, and tools, and define all roles, responsibilities, processes, and procedures. The system must be sufficiently flexible to integrate with existing DHHS capabilities and accommodate future changes.	X			
Response: N/A – SaaS solution					
BKP-3	Describe the Disaster Recovery Plan. Describe the service level agreement on returning the system back to operational service.				
Response:					
BKP-4	Describe how backups of the system are able to be scheduled without user intervention and without interruption to the system.	X			
Response: N/A – SaaS; this will be performed seamless to State.					
BKP-5	Describe how the system provides testing and validation processes for all of the backup requirements listed previously (BKP-1, BKP-2, BKP-3 and BKP-4).	X			
Response: N/A					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
BKP-6	If there is a backup failure or downtime, describe the method and timing of communication to DHHS.	X			
Response: In the event of planned downtime, DHHS will be notified ahead of the planned downtime, provide an ETA for being down, and notified once the system is back up. If an unplanned outage happens, DHHS will be notified immediately, provide with an ETA to resolutions, and notified once the system is back up and running successfully.					

Security and Audit Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-1	Describe the security safeguards integrated into their application and how these safeguards address DHHS security. Refer, for example, to DHHS Information Technology (IT) Access Control Standard ((DHHS-IT-2018-001B) for specific requirements: http://dhhs.ne.gov/ITSecurity	X			

Response:

Security Features

Encryption of data communication

Accela Civic Platform uses industry standard SSL encryption to keep data in transit protected and ensure that all client transactions are secure. Additionally, the system stores all passwords in a one-way encrypted hash in the Accela Civic Platform database. SHA is the encryption algorithm used to encrypt passwords. Once encrypted, passwords cannot be decrypted, making it difficult for passwords to be stolen. To authenticate users, Accela Civic Platform will encrypt the password entered by the user at login and compare the encryption hash to the password stored in the database. If the two values match, the user's authentication is considered successful.

All end user communication will be secured with industry standard SSL certificates obtained from a well-trusted, established, certificate authority. As such, all traffic leaving the Agency's devices will be encrypted. For consolidated management, and to ease the burden of encryption/decryption on the servers' processors, all SSL traffic will terminate at the load balancers behind the firewalls.

Security strategy

Accela uses industry standard SSL encryption (RSA 1024 and DES64 algorithms) to keep data in transit protected and make sure that all client transactions are secure. Additionally, the system stores all passwords in a one-way encrypted hash in the Accela Civic Platform database. SHA is the encryption algorithm used to encrypt passwords. Once encrypted, passwords cannot be decrypted, making it difficult for passwords to be stolen. To authenticate users, Accela Civic Platform will encrypt the password entered by the user at login and compare the encryption hash to the password stored in the database. If the two values match, the user's authentication is considered successful.

All end user communication will be secured with industry standard SSL certificates obtained from a well-trusted, established, certificate authority. As such, all traffic leaving the client's device will be encrypted. For consolidated management, and to ease the burden of encryption/decryption on the servers' processors, all SSL traffic will terminate at the load balancers behind the firewalls.

Security Architecture

Accela employs a hybrid two-tier/three-tier security model for its end products by default. Reverse proxy servers can be used to make a full three tier model for those products that require direct database access but that also have a corresponding presentation layer (such as Crystal Reports).

Security Level Management (Role-based access)

Accela's Civic Platform provides a multi-level security system where the system administrator has full control on user access. This control on user access is granted based on a single user logon ID and grants that user specific rights and privileges to the system. Accela's Civic Platform also allows system administrators to set up groups or roles and set security based on those such as read only, update or no access. Accela's security goes beyond this setup to the functional level, allowing administrators to set security down to a specified function. For example, an Investigator may have read-only access in Land Management, but no access to "Add Fees". These rights and privileges can be extended to internal users, other departments, outside agencies, and even public citizens and applicants to safeguard the sanctity of system information.

Individuals as well as groups can have one or more distinct security rights and system administrators can have universal rights and privileges or assign such rights to other designated and duly authorized users. These rights and privileges can be extended to internal users, other departments, outside agencies, and even public citizens and applicants to safeguard the sanctity of system information.

User group security features include:

- Each named user is explicitly part of one or more user groups
  - Each user group has specific, agency-configured access to functionality according to Functional ID (no access, full access, read only access)
  - There are hundreds of Function IDs that are separately configurable for each user group
  - User groups can be created to be very general and include a large number of people and can also be created to be very specific and include a small number of people (even one person)
- Console display and other user interface elements are configurable so that named users are not presented with data or functionality that they are not entitled to access
- Field level configurability is available at the agency, department, module, user, and field level for agency-defined custom fields. Other more subtle areas include:
  - Form Level: The ability to restrict read, write, create, and/or delete access to entire forms/sections of the application such as preventing a user from viewing the Audit Log within the Permit module or not allowing a user to edit Inspections of any type.
  - Field Level: The ability to restrict read, write and/or masking at the individual field level of virtually any field in the system such as preventing a user from seeing the Risk Score for a Contractor or masking a Social Security Number.
  - Record Type: The ability to restrict read, write, create, and/or delete access to individual Record Types (across all 4 tiers of record type definition) such as the ability to restrict a Gas Customer Service Representative (CSR) from editing an Electrical Permit.
  - Attachment Categories: The ability to restrict read, write, and/or delete rights to dependent on the Categorization of an attached document such as restricting the exposure of Transcripts attached to a Contractor License application to only those who need to review them.
  - Report Security: The ability to restrict the visibility and execution of reports such as limiting financial reports to only be run by those in Finance.
  - Workflow Security: The ability to define the management scope for individual Workflow Tasks; including the ability to adjust the access control based on the specific status of the Workflow Tasks.

Compliance with Payment Card Industry (PCI) Security Standards

All credit card payments processed through Accela Civic Platform are PCI-DSS v3 Level 4 compliant. The Accela Civic Platform solution is self-assessed for compliance as required by PCI-DSS standards for thresholds of payment transactions. The solution can be successfully deployed as a part of a PCI-DSS compliant hosting environment.

Accela Civic Platform reduces its PCI liability by not storing any credit card numbers or expiration dates as a part of transactions managed through the solution. Additionally, no credit card or related data is ever passed in the clear. A tenet of PCI-DSS compliancy is that the system may not retain full magnetic stripe, card validation code or value (CAV2, CID, CVC2, CVV2), or personal identification number (PIN) block data. Accela Civic Platform limits financial transaction data stored to the last four digits of the credit card number and the authorization code.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-2	The system must comply with Federal, State, and division-specific security requirements including but not limited to: 1. Health Insurance Portability and Accountability Act (HIPAA) of 1996 2. Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009 3. Nebraska Electronic Signature Statute http://www.nebraskalegislature.gov/laws/statutes.php?statute=86-611 4. Privacy Act of 1974 5. 45 CFR 164 Security standards for PHI Refer to the Nebraska DHHS Information Systems and Technology Security Policies and Standards for more information (http://dhhs.ne.gov/ITSecurity) Due to PHI, DHHS will notgive access or demonstrate the current system. Our current data systems include System Automation's License 2000 and the federal government's Aspen Central Office.	X			
Response: If there is any sensitive data, it will not be stored directly in Accela. It will be stored in the customer's document management system with proper controls are in place.					
SEC-3	Describe how the system meets the DHHS requirements for unique user ID access. Include: 1. Specification on configuration of the unique user ID. 2. How the unique user ID is assigned and managed. 3. How the unique user ID is used to log system activity. 4. How the system handles the creation of duplicate user ID accounts.	X			
Response: Email address is a mandatory field for creating an account in Accela. This used to maintain unique users IDs and prevents the creation of duplicate accounts.					
SEC-4	Describe how the system meets the DHHS standard for administering passwords: 1. Initial Password assignment. 2. Strong Password Requirements. 3. Password reset process. 4. Password expiration policy. 5. Password controls for automatic lockout access to any user or user group after an administrator-defined number of unsuccessful log-on attempts.				
Response:					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-5	Describe how the system meets the requirements for unique system administration access. Include: 1. Specification on configuration of the unique system administration ID, (approximately 30 with ability to access and manage the applications across all license types). 2. How the unique system administration ID is assigned and managed. 3. How the unique system administration ID is used to log system activity.	X			

Response:

Security Level Management (Role-based access)

Accela's Civic Platform provides a multi-level security system where the system administrator has full control on user access. This control on user access is granted based on a single user logon ID and grants that user specific rights and privileges to the system. Accela's Civic Platform also allows system administrators to set up groups or roles and set security based on those such as read only, update or no access. Accela's security goes beyond this setup to the functional level, allowing administrators to set security down to a specified function. For example, an Investigator may have read-only access in Land Management, but no access to "Add Fees". These rights and privileges can be extended to internal users, other departments, outside agencies, and even public citizens and applicants to safeguard the sanctity of system information.

Individuals as well as groups can have one or more distinct security rights and system administrators can have universal rights and privileges or assign such rights to other designated and duly authorized users. These rights and privileges can be extended to internal users, other departments, outside agencies, and even public citizens and applicants to safeguard the sanctity of system information.

User group security features include:

- Each named user is explicitly part of one or more user groups
    - Each user group has specific, agency-configured access to functionality according to Functional ID (no access, full access, read only access)
    - There are hundreds of Function IDs that are separately configurable for each user group
    - User groups can be created to be very general and include a large number of people and can also be created to be very specific and include a small number of people (even one person)
- Console display and other user interface elements are configurable so that named users are not presented with data or functionality that they are not entitled to access
- Field level configurability is available at the agency, department, module, user, and field level for agency-defined custom fields. Other more subtle areas include:
    - Form Level: The ability to restrict read, write, create, and/or delete access to entire forms/sections of the application such as preventing a user from viewing the Audit Log within the Permit module or not allowing a user to edit Inspections of any type.
    - Field Level: The ability to restrict read, write and/or masking at the individual field level of virtually any field in the system such as preventing a user from seeing the Risk Score for a Contractor or masking a Social Security Number.
    - Record Type: The ability to restrict read, write, create, and/or delete access to individual Record Types (across all 4 tiers of record type definition) such as the ability to restrict a Gas Customer Service Representative (CSR) from editing an Electrical Permit.
    - Attachment Categories: The ability to restrict read, write, and/or delete rights to dependent on the Categorization of an attached document such as restricting the exposure of Transcripts attached to a Contractor License application to only those who need to review them.
    - Report Security: The ability to restrict the visibility and execution of reports such as limiting financial reports to only be run by those in Finance.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	+ Workflow Security: The ability to define the management scope for individual Workflow Tasks; including the ability to adjust the access control based on the specific status of the Workflow Tasks.				
SEC-6	Describe how the system meets the requirements for unique database administration access. Include: 1. Specification on configuration of the unique database administration ID. 2. How the unique database administration ID is assigned and managed. 3. How the unique database administration ID is used to log system activity.	X			
Response: This is handled outside of the system					
SEC-7	Describe how the system supports the use of multi-factor authentication.	X			
Response: They system sends a link to the user's registered email account and requires the answering of a security question when changing passwords.					
SEC-8	Describe any security processes for managing security updates, and integrated components subject to vulnerability, including anti-virus.				
Response:					
SEC-9	Describe how the system provides the ability to maintain a directory of all personnel who currently use or access the system.	X			
Response: The system stores all users both external and internal. This information is tracked intuitively in the User tab and the Public Users tabl					
SEC-10	The State of Nebraska requires authentication and authorization of users through an enterprise directory known as the Nebraska Directory Services (NDS) to access web-based applications. Describe how the system will integrate NDS authentication. Refer to the Nebraska Information Technology Commission Security Architecture – Authentication and Authorization – Identity and Access Management Standard for State Government Agencies (8-303) for specific requirements: https://nitc.nebraska.gov/standards/8-303.pdf	X			

Response:

Application Program Interfaces (API)

Government agencies worldwide use the Civic Solutions to store and manage their data, and to streamline their operations. Using Accela's REST-based Construct APIs, developers can build innovative apps and third-party integrations that bring core government functions within citizens' easy reach. The Construct API enables developers to get data in and out of the Civic Solutions via custom web sites, web services, or mobile apps without rewriting the data model or business rules. The Construct API standardizes the ways developers interact with the Civic Solutions while providing a layer of protection and security. To help developers build their apps, Accela provides Software Development Kits for popular mobile operating systems such as iOS, Android, .NET, Windows, PHP, node.js, and Ruby.

This interface protocol is used to support Accela's added capabilities – CivicData, mobile applications, GIS, IVR, and third party developed extension applications.

Service	Interface

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	Development Platform: ▪ J2EE ▪ .NET Architectural Framework(s): ▪ J2EE Architectural Pattern(s): ▪ MVC ▪ Factory ▪ Controller ▪ Data Access Application Communication Technologies: ▪ Web Services (XML, SOAP, WSDL, UDDI, and HTTP) ▪ Public Facing ▪ Internal Facing System Integration Technologies: ▪ XML ▪ JSON ▪ Adaptors ▪ Secure FTP Accela's Construct API provides the capability to manage identities for authentication. The Construct API's authentication mechanism ensures that Customers' identity is secure, and Customers' data is protected. Developers do not have to build their own authentication.				
SEC-11	Describe how the system provides rule-based security and allows restricted access to system features, function, screens, fields, database, etc. Role authentication may occur at the directory level, application level, or database level (depending on database system). Describe the security administration functions integrated into the system that manage role-based access to system functions, features, and data. Include a description of: 1. How and where the system stores security attributes or roles (e.g., LDAP attributes, database tables, files). 2. The interface between the LDAP and the application, if roles are assigned in an LDAP directory. 3. How roles are created and security is applied to the role based on how and where security attributes are stored (if multiple options describe each). 4. How groups are defined and how roles and security are applied to each group. 5. How access limits are applied to screens and data on screens by role or group. 6. How users are created and assigned to one or more roles or groups. 7. How role and group creation and assignment activity is logged.	X			
Response: This should not be applicable with the SaaS Solution.					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-12	The system must automatically disconnect based upon inactivity, as required by DHHS Security Policies and Standards. Describe how the feature is administered and what effect disconnect has on any activity or transaction in process at the time of disconnection. Refer to DHHS Securing Hardware and Software Standard (DHHS-IT-2018-001A) for specific requirements: http://dhhs.ne.gov/ITSecurity	X			
Response: The system is designed to disconnect after a certain period of inactivity. The system administrator will determine the time limit.					
SEC-13	The system must protect confidential and highly restricted data from unauthorized access during transmission. Describe transmission safeguards that are integrated into the proposed system to protect data during transmission, including any encryption technology. Refer to DHHS Information Technology (IT) Security Policy (DHHS-IT-2018-001) for specific requirements: http://dhhs.ne.gov/ITSecurity	X			

Response:

Encryption of data communication

Accela Civic Platform uses industry standard SSL encryption to keep data in transit protected and ensure that all client transactions are secure. Additionally, the system stores all passwords in a one-way encrypted hash in the Accela Civic Platform database. SHA is the encryption algorithm used to encrypt passwords. Once encrypted, passwords cannot be decrypted, making it difficult for passwords to be stolen. To authenticate users, Accela Civic Platform will encrypt the password entered by the user at login and compare the encryption hash to the password stored in the database. If the two values match, the user's authentication is considered successful.

All end user communication will be secured with industry standard SSL certificates obtained from a well-trusted, established, certificate authority. As such, all traffic leaving the Agency's devices will be encrypted. For consolidated management, and to ease the burden of encryptio n/decryption on the servers' processors, all SSL traffic will terminate at the load balancers behind the firewalls.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-14	The system must provide auditing functions for all data fields, including but not limited to: 1. The user ID of the person who made the change. 2. The date and time of the change. 3. The physical, software/hardware and/or network location of the person while making the change. 4. The information that was changed. 5. The outcome of the event. 6. The data before and after it was changed, and which screens were accessed and used. Refer to DHHS Information Technology (IT) Audit Standard (DHHS-IT-2018-001F DHHS IT Audit Standard) for specific audit requirements: http://dhhs.ne.gov/ITSecurity	X			
Response: The system logs all of these attributes for each transaction captured in the application.					
SEC-15	The system must provide auditing functions for confidential and highly restricted data that is accessed and viewed, regardless of whether the data was changed. Describe the auditing functions which must include but not be limited to: 1. The user ID of the person who viewed the data. 2. The date and time of the viewed data. 3. The physical, software/hardware and/or network location of the person viewing the data. 4. The information that was viewed. Refer to DHHS Information Technology (IT) Audit Standard (DHHS-IT-2018-001F DHHS IT Audit Standard) for specific audit requirements: http://dhhs.ne.gov/ITSecurity	X			
Response:					
SEC-16	If the system has the ability to override edits, describe how the system audits all overridden edits and identifies information including, but not limited to, the login ID, date, and time.	X			
Response: The system must be configured to capture these edits in certain scenarios. In others such a fee and workflow changes, the system automatically tracks them.					
SEC-17	Describe how the system produces daily audit trail reports and allows inquiries, showing updates applied to the data.	X			
Response: Audit logs are captured throughout the day. Reports can be generated from these logs to provide audit detail.					
SEC-18	Describe how the system provides an auto archive/purge of the log files to prevent uncontrolled growth of the log and historical records storage using administrator-set parameters.	X			

<table>
<tr><th>Req #</th><th>Requirement</th><th>(1)
Comply</th><th>(a)
Core</th><th>(b)
Custom</th><th>(c)
3rd Party</th></tr>
<tr><td colspan="6">Response:
Audit logs are captured throughout the day. Reports can be generated from these logs to provide audit detail.</td></tr>
<tr><td>SEC-19</td><td>Describe how the system supports encryption of data at rest or an equivalent alternative protection mechanism. Describe the proposed encryption of data. If data is not encrypted, describe in detail compensating controls.</td><td>X</td><td></td><td></td><td></td></tr>
<tr><td colspan="6">Response:
The Accela solutions support the latest standard in transit-based security by allowing deployment of all web-served content using a Transport Layer Security (TLS) certificate, the successor to a Secure Socket Layer (SSL) certificate. Furthermore, our solutions allow for full database encryption using the <<clientshort>>’s desired RDBMS, ensuring that content is secured at rest.

In addition to the above transit and at rest security protocols that are available at the discretion of the <<clientshort>>, our solutions have a built in data encryption algorithm for securing, in transit and at rest, fields deemed secure by default such as passwords, SSN, FEIN and Driver’s License numbers. The data encryption algorithm logic is part of Accela’s Business Logic Server (aka Biz Server). Sensitive data is transported from the end users of our solutions through the Business Logic Server for a hash-based encryption before being store into the Accela database where it remains encrypted at rest. When a user of any Accela calls that encrypted data it is done so through the Business Logic Server, decrypted and then presented in plaintext within the user interface for viewing/editing. The Business Logic Server also factors in the end user’s security role(s) defined by the agency to determine whether they have permission to view or edit the sensitive data.</td></tr>
<tr><td>SEC-20</td><td>Describe how the system adheres to the principle of "Fail Safe" to ensure that a system in a failed state does not reveal any sensitive information or leave any access controls open for attacks.</td><td>X</td><td></td><td></td><td></td></tr>
<tr><td colspan="6">Response:
Our software includes fail safe error handling to ensure it does not go into an unknown state. We include debug error handlers and messages wherein the level of debug can be adjusted as needed. Exception handling uses structured exception handlers and function-based error handling. Detailed error messages, such as stack traces or leaking privacy related information, are never presented to the user. Fatal errors are registered into the Application log file following the log4j standard with complete error Stack trace details to perform further root cause analysis if needed. No data gets committed to the database until the process has completed, so if an error occurs mid-way or at the end of a call, it will roll back the commit so as to ensure incomplete or garbage data is not entered into the system.</td></tr>
<tr><td>SEC-21</td><td>Describe how the system is configurable to prevent corruption or loss of data already entered into the system in the event of failure.</td><td>X</td><td></td><td></td><td></td></tr>
</table>

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
Response: Accela uses relational design in its database structure consisting of unique primary keys as well as foreign key relationships. These structures guarantee that there are no duplicates in the data. Data integrity is handled as part of the normal database proce sses and generally includes check summing written blocks as they are written and read to verify that no corruption has occurred.					
SEC-22	Describe how the system, upon access, displays a message banner indicating that this application is only to be accessed by those individuals who are authorized to use the system.	X			
Response: If a user attempts to access sections of the site that require successful login, the banner will notify them that they must log in to proceed.					
SEC-23	Describe how the system, prior to access of any confidential or highly restricted data, displays a configurable warning or login banner (e.g. "The system must only be accessed by authorized users"). In the event that the system does not support pre-login capabilities, describe how the system displays the banner immediately following authorization.	X			
Response: The system will display the banner at the top of the page prior if someone without permissions is trying to access sensitive data.					
SEC-24	Describe how the system recognizes confidential and highly restricted data in screens, reports, and views (i.e. PHI and SSN), and restricts distribution and access based upon system security settings and roles. Include warnings on printed and viewed reports.	X			
Response: The system masks highly restricted data.					
SEC-25	The system or Contractor must alert DHHS of potential violations of security and privacy safeguards. Incidents that involve or could potentially involve confidential or highly restricted data must be reported immediately as defined in DHHS Policy DHHS-2018-IT-001E DHHS IT Incident Management Standard.	X			
Response: Agreed.					
SEC-26	Describe how the system provides the capability to monitor events on the information system, detects attacks, and provides identification of unauthorized use of the system.	X			
Response: MS Azure system monitoring tools.					

<table>
<tr><th>Req #</th><th>Requirement</th><th>(1) Comply</th><th>(a) Core</th><th>(b) Custom</th><th>(c) 3rd Party</th></tr>
<tr><td>SEC-27</td><td>The system must provide a process for archiving or destroying data and sanitizing storage media in conformance with DHHS and Division data governance policies and subject to applicable HIPAA, and federal (e.g., Federal Information Processing Standards (FIPS), National Institutes of Standards and Technology (NIST), and State laws.</td><td>X</td><td></td><td></td><td></td></tr>
<tr><td colspan="6">Response:
To support best practices, we recommend that records no longer considered active or that have been partially completed then abandoned, be configured with a given status that would in effect archive those records (e.g., status would be “Closed”) and result in their no longer being visible to end users. While records can be deleted from the solution by duly authorized users, any such actions will be logged in the system audit trail for accountability and transparency to the <<clientshort>>'s business operations. Additionally, records may be purged at the database level according to <<clientshort>> data retention policies by running a series of
purge business rules.</td></tr>
<tr><td>SEC-28</td><td>Describe how the system provides the capability to identify and report on unauthorized attempts to access information in the system, based on user-defined criteria.</td><td>X</td><td></td><td></td><td></td></tr>
<tr><td colspan="6">Response:
The system logs every login attempt, both authorized and unauthorized, in the Accela database. OurCloud Operations team actively monitors access to our hosted environment. If an attempted breach is identified, our security responds immediately to block traffic from the offender and open an investigation.</td></tr>
<tr><td>SEC-29</td><td>Describe how the system has defined and deployed strong controls (including access and query rights) to prevent any data misuse, such as fraud, marketing or other purposes.</td><td>X</td><td></td><td></td><td></td></tr>
<tr><td colspan="6">Response:
Accela enforces role-based access controls through strong access control policies and procedures. For example:
Physical access controls for the production environment.
File and directory permissions (managed through Active Directory groups where components are integrated with Active Directory).
Privileged access to infrastructure components.</td></tr>
<tr><td>SEC-30</td><td>The system must be able to export audit logs that can be used with a third party Log Management & Analysis tool. Describe how the system exports logs in such a manner as to allow correlation based on time (e.g. Universal Time Coordinate (UTC) synchronization.</td><td>X</td><td></td><td></td><td></td></tr>
</table>

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
Response: The solution provides standard reports as well as a built-in Audit Log for contacts (i.e., customer accounts) that can be searched, filtered and exported into editable formats such as MS Word, MS Excel and XML. Furthermore, the proposed solution includes a built-in Ad Hoc Report Writer that allows nontechnical agency staff to create, modify and deploy reports throughout the system over time. Ad Hoc reports are also able to be exported into editable formats such as those listed.					
SEC-31	Describe how the system supports removal of a user's privileges without deleting the user from the system to ensure a history of user's identity and actions.	X			
Response: Accela's solutions provide a multi-level security system where the system administrator has full control on user access. This control on user access is granted based on a single user logon ID and grants that user specific rights and privileges to the system. Accela's solutions also allow system administrators to set up groups or roles and set security based on those such as read only, update or no access. Our security goes beyond this setup to the functional level, allowing administrators to set security down to a specified function. For example, an Investigator may have read-only access, but no access to "Add Fees". These rights and privileges can be extended to internal users, other departments, outside agencies, and even public citizens and applicants to safeguard the sanctity of system information. Individuals as well as groups can have one or more distinct security rights and system administrators can have universal rights and privileges or assign such rights to other designated and duly authorized users. Administrators can set up password time out frames at the individual user level. If the password time out is blank the system would set it up to a default of 90 days.					

Data Conversion Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
DAC-1	Describe the process for converting all historical data from the Department's existing systems, spreadsheets, and other supporting applications that are required for ongoing operations of the system and the historical reporting needs of the department. There are approximately 94 microfilm rolls with up to1500 pages of records on each roll, for up to 141,000 microfilm records that must be digitally converted. Additionally, approximately 25,000 pages of Board meeting minutes and associated files that should be digitized. System Automation's License 2000 (Oracle) currently contains approximately 655 tables and 50 million records. DHHS also has approximately twelve (12) Access/Excel databases. Some information in these databases does not tie to license information in L2K. DHHS also uses the federal government's Aspen Central Office to import licensure data on a daily basis.	X			

Response:

Data Conversion and Migration – This service involved the design and development of data conversion routines for Legacy Data, which was provided via flat files format. The data cleansing was done based on the business rules provided by the agencies and scripts were written and executed to migrate data from the Legacy database to the Accela product databases. Final validation was performed on the migrated data to ensure accuracy and consistency.

Approach

Data conversion of historic/legacy data from State systems is a critical activity for the success of this project. The [s] Cube team is highly experienced in planning for and executing these activities and will work closely with State staff to ensure a successful transition of data. Specifically, the [s] Cube team will work with State to understand the data sources, how they are used, where their data will be stored in Accela Civic Platform and the quality of that data.

Often multiple sources store and manage similar information and decisions need to be made about the authoritative source. It is also common to find that data sources have not had strong controls and the accuracy is questionable or there is missing data. There are techniques and tools that [s] Cube may recommend understanding the current state of State data so that decisions can be made about data quality and what to convert. Upon completion of the data analysis, mapping of historical/legacy data sources may begin with the Accela mapping tool and conversion iterations. [s] Cube provides release notes during these conversion tests to verify data is being transferred correctly (e.g., number of records and expected values in fields).

[s] Cube will lead the conversion effort and specifically assist in the following areas: data mapping, script development for conversion, assistance in data testing and validation, and with the planning and execution of the final data conversion. For conversions, it is expected and anticipated that the State will provide resources knowledgeable with the historical data to assist in the data migration/conversion effort. The required data mapping effort will be a conducted by [s] Cube personnel with assistance from the State.

Provide data sampling to validate via reporting of data conversion results with a success rate of 98%. Once the data mapping has been defined, [s] Cube will ask that a representative of the State to sign-off on the data maps.

[s] Cube will be responsible for the data conversion programs to load data from the staging tables to the Accela Civic Platform database. [s] Cube will conduct Analysis/Mapping and Data Conversion Development for each Legacy system that will be have data converted into Accela within the scope of this implementation.

DAC-2	Describe the data conversion plan which includes data element mapping crosswalks, data cleansing, data synchronization for initial and interim conversion activities leading up to the final data conversion, and frequency of interim conversion events and final conversion execution. Contractor will be responsible for all data standardization and cleansing. It is acceptable to migrate data and go live with license applications in incremental steps. For individual licensees, SSN is included in L2K. There is also an identifier called “Person ID” in L2K. For establishments in L2K, there are unique license numbers by license type, and unique applicant numbers. In ACO, establishments have unique license numbers by license type.	X			

Response:

The sCube data conversions plan is incorporated into the larger implementation plan, and typically requires the following critical steps:

A. Meet with IT and key personnel to itemize legacy systems and develop a plan for transferring of relevant databases/content to sCube (normally via secure FTP).
B. Stage and analyze the legacy systems for execution of ETL activities.
C. Meet with legacy system SMEs to itemize the contents, document relevant system practices, and perform a data mapping to Accela fields of critical elements.
D. Perform initial ETL based on data mapping and QC the results.
E. Review initial ETL efforts with relevant client personnel. Obtain detailed feedback.
F. Re-run a 2nd ETL based on client feedback. QC and turn over the results for a 2nd review
G. Obtain final feedback if necessary, adjust ETL processes.
H. Stage and execute a final ETL in preparation for final review.
I. Obtain final sign off on the ETL from client stakeholders in preparation for go live.

Production, Test and Training Requirements

DHHS requires three separate environments (Production, Test, and Training) in order to operate and maintain the new software on an ongoing basis:

Test Environment – A test environment is required that mirrors the live production environment, including hardware and software. This test environment will be used to test application changes before deployed to production. This step is an important part of quality assurance, where all changes are tested to minimize the risk of adverse reactions in the production environment. While it is necessary to mirror all of the functions of the production environment, it is not necessary to maintain the same load capastate.

Training Environment – A training environment is also required that allows DHHS to provide hands-on training to users. This environment would allow DHHS to maintain unique data for use in training and conduct training without interference with the test or production environments. This environment will have occasional use.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
PTT-1	Describe how the system supports several environments, i.e., production environment, test environment, and training environment.	X			
Response:	The SaaS solution provides 3 standard environments: development, testing, and production.				
PTT-2	Describe how the system supports non-production environments such as testing and training environments. Training environment must contain de-identified data and not include confidential or highly restricted data.	X			
Response:	Sensitive data is scrubbed in lower environments.				
PTT-3	Describe how the system provides the ability to refresh any testing or training environment at the request of DHHS. Describe the refresh process and whether the refresh process can be completed using DHHS resources, or whether the process requires professional services from the Contractor.	X			
Response:	Customers can refresh data upon request. The process involved importing the data from a higher evironment like Production.				
PTT-4	Describe the test procedures for any changes to the system. Describe user test planning including unit testing, end-to-end testing, stress testing, and readiness testing prior to "go live" date.	X			
Response: [s]Cube's testing methodologies are built into the Agile development process and are instrumental to an overall successful delivery and has produced exceptional results. Our processes involve 4 critical quality related steps outlined below. These steps are executed on ALL development that is performed on any part of the project, including permit/license record designs, interfaces (integrations), overall system testing, and UAT. Note: Stress/performance testing is not typically required on a project of this size and is performed by Munistate personnel on a release basis…with that said, the Munistate platform is highly scalable and cloud based, with proven scalability to many multiples of					

the users and processes under development in this project.

Step 1. We make sure we start with detailed, documented requirements that can be used as the "gold standard" for testing purposes. Without proper documentation of requirements, it is impossible to test to desired outcomes. This is our starting point…it normally consists of extensive spreadsheet-based documentation for each record or inspection type being built, itemizing custom fields, UI placements and properties, and the like. But it also consists of user stories, so that the true end user experience is captured and becomes "testable". All details are posted to the transparent and client-available ticketing system, for permanent record keeping.

Step 2. We then build the work to those specifications in a "Development" environment, and prior to sending anything to customers, we require that all work is first peer reviewed internally. Peer review processes are fully documented in the appropriate tickets, and a pass or fail post is made to the system, summarizing how the work was tested, what inputs were used, what results were seen, and whether this matches the stated requirements for the function.

Step 3. Once peer review is completed and the ticket "passes", it is then migrated to the "Test environment" and tracking tickets are transitioned to the actual SME users who are involved in the Sprint development process from the Client/business side. The work is first demonstrated to users, and then handed off for review and either approval or correction. Tickets can be posted to, screen shots are supported, and comments/feedback are fully recorded in the system. If the work passes, clients transition tickets to "Ready for Release". If not, tickets are transitioned back to [s]Cube with appropriate feedback and corrected for re-review.

Step 4. Finally, in preparation for a release of code into production systems, a 2nd and Final UAT session is held, wherein all teams are engaged to re-review their functional requirements in the system, noting any changes due to interactions with other inspections or records, or newly completed interfaces, data conversions, reports, etc. This final step is intended to provide a final look at the product in a go live state, with complete and full intra-inspection functionality, as well as interactive functionality across all inspection records and interfaces. The same UAT procedures are used in this final UAT step…tickets are reviewed, commented on, and either passed or failed with comments for resolution by development teams.

PTT-5	Describe how the system allows changes to be tested before implementation in the production database. Examples include changing licensure requirements, license type name changes, and scripts to replace data.	X			

Response:

The system provide a testing environment that allows for testing of application functionality prior to moving to production.

Interfaces/Imports/Exports Requirements

The system is required to be able to interface with other computer systems as necessary.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
INT-1	Describe the automated approach to managing interfaces. HL7 standards are available at www.hl7.org	X			
Response: SCUBE follows a continuous development methodology when deploying and managing interfaces.					
INT-2	Describe how the system interfaces secure and protect the data and the associated infrastructure from a confidentiality, integrity and availability perspective.	X			
Response: The interface encrypts the data as it passes between systems.					
INT-3	Describe how the system has the capability to notify system administrators/ system support staff if an interface is not available for any reason.	X			
Response: The system sends email and text message alerts when it is down for any reason.					
INT-4	Describe how the system provides necessary application program interfaces and/or web services to allow DHHS to create interfaces to and from the system. Exact number of imports/exports required. DHHS anticipates disciplinary databanks, compacts, schools, exam companies, and employers may interact with the system.	X			
Response: A unique strategy to Accela on how they design for the future is their Construct APIs, which include 400+ published APIs (please see https://developer.accela.com/docs/) that allow their customers and third-party developer partners to build value-added solutions on top of the Civic Solutions.					
INT-5	Describe how the system supports data exchanges between components in real time so that data is always synchronous across the entire system, including any third-party components.	X			
Response: The Construct API enables developers to get data in and out of the Civic Solutions via custom web sites, web services, or mobile apps without rewriting the data model or business rules. The Construct API standardizes the ways developers interact with the Civic Solutions while providing a layer of protection and security.					

INT-6	Describe how the system has the ability to expand data access to additional systems that are consistent with current data standards.	X			

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
Response: The Construct API enables developers to get data in and out of the Civic Solutions via custom web sites, web services, or mobile apps without rewriting the data model or business rules. The Construct API standardizes the ways developers interact with the Civic Solutions while providing a layer of protection and security.					
INT-7	Describe how the system conducts end-to-end testing with interface partners, both external and internal, to ensure requirements are met.				
Response:					

System Performance Requirements

This section describes requirements related to the systems' on-line performance, response times, and sizing from a system architecture standpoint.

<u>*NOTE*: If your system has specific high availability or redundancy requirements, the requirements must be defined below (see PER-5).</u>

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
PER-1	Describe the system performance functionality and monitoring tools.	X			
Response: The system uses Microsoft Azure's monitoring tools.					
PER-2	Describe the minimum response times for the following functions, even at peak load. For example, expected response time will be within two (2) seconds 95% of the time, and under five (5) seconds for 100% of the time. 1. Record Search Time 2. Record Retrieval Time 3. Transaction Response Time 4. Print Initiation Time 5. Subsequent Page Display Response Time 6. Document Availability Note: These response times do not include network latency, which will be measured and reported by DHHS.	X			
Response: Less than 5 seconds.					
PER-3	Describe how the system captures system downtimes, along with the causes of the downtimes where applicable. Describe the method and timing of communication to DHHS on downtimes.	X			

Response:

This is captured within Accela’s ticket management system – SalesForce.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
PER-4	Describe how the system supports concurrent users with minimal impact to response time, with the ability to increase the demand on the system by 50% without modification to the software or degradation in performance.	X			
Response: The system is load balanced to handle spikes in concurrent users.					
PER-5	Describe how the system is available online 24 hours a day and 7 days a week. Describe any known timeframes where the system will be unavailable for use.	X			
Response: The system runs out of Accela's data center which is equipped with redundant backup architecture to ensure uptime of greater than 99%.					
PER-6	Describe how the system provides application performance monitoring and management capabilities, including any key performance indicators (KPI) or other metrics to measure and report system performance for the proposed system.	X			
Response: The system allows for the creation of reports based on stored transaction data to monitored KPI and other performance metrics.					

System and User Documentation Requirements

DHHS requires the Contractor to develop, electronically store and distribute system documentation to include, at a minimum:

1. Reference Materials
2. System Documentation
3. A complete Data Dictionary

The Contractor must provide a complete Data Dictionary. The Data Dictionary is to include definitions of all data elements and tables where they reside.

Req #	**Requirement**	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
DOC-1	Describe how the system provides <u>on-line help</u> for all features, functions, and data element fields, as well as descriptions and resolutions for error messages, using help features including indexing, searching, tool tips, and context-sensitive help topics. Provide a sample copy of five (5) screen shots with on-line help.	X			
Response: The system has built in documentation that can be easily accessed by the user. The user also has access to Accela's Support community where he will have access to all of the documentation and training videos available.					
DOC-2	Describe how the system provides <u>on-line user reference materials</u> with a printable version available. The documentation must include full mock-ups of all screens/windows and provide narratives of the navigation features for each window/screen. Provide a sample copy of five (5) pages of the user reference materials.	X			
Response: The system has built in documentation that can be easily accessed by the user. The user also has access to Accela's Support community where he will have access to all of the documentation and training videos available.					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
DOC-3	Describe how the system will have on-line reporting reference materials with a printable version available that includes descriptions, definitions, and layouts for each standard report. Include definitions of all selection criteria parameters and each report item/data element, all field calculations defined in detail, and field and report titles. Provide a sample copy of five (5) pages of the reporting reference materials.	X			
Response: The system has built in documentation that can be easily accessed by the user. The user also has access to Accela's Support community where he will have access to all of the documentation and training videos available.					
DOC-4	Describe how the system provides an entity-relationship model, class diagram, and a table of contents with data dictionary for report creation by the State that is regularly updated and includes table, field, and relationships.	X			
Response: ERD models are available on Accela's support website.					
DOC-5	Describe how the system provides a data dictionary which includes user-defined fields and tables which can be viewed online and kept updated for each modification.	X			
Response: The system can generate a "configuration" report to provide details to all of the user-defined fields created.					

ATTACHMENT 4: TERMS & CONDITIONS

I. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidder should 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 solicitation, 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 solicitation. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

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 Solicitation Response (Initial)	NOTES/COMMENTS:
HS			

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

1. Request for Proposal and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Bidder's proposal (Solicitation 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 solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Bidder'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 Solicitation Response (Initial)	NOTES/COMMENTS:
HS			

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

C. **BUYER'S REPRESENTATIVE**

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

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is required to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. **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.

E. **BEGINNING OF WORK**

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

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

F. **AMENDMENT**

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

This Contract may be amended in writing, within scope, upon the agreement of both parties.

G. **CHANGE ORDERS OR SUBSTITUTIONS**

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. 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.

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

*****Contractor will not substitute any item that has been awarded without prior written approval of SPB*****

H. **VENDOR PERFORMANCE REPORT(S)**

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

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

I. **NOTICE OF POTENTIAL CONTRACTOR BREACH**

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

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.

J. **BREACH**

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

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. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

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

K. **NON-WAIVER OF BREACH**

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

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.

L. **SEVERABILITY**

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

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.

M. **INDEMNIFICATION**

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

1. **GENERAL**
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**
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.

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 solicitation.

3. PERSONNEL
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.

4. SELF-INSURANCE
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.

5. ALL REMEDIES AT LAW
Nothing in this agreement shall be construed as an indemnification by one Party of the other for liabilities of a Party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this contract. Any liabilities or claims for property loss or damages or for death or personal injury by a Party or its agents, employees, contractors or assigns or by third persons, shall be determined according to applicable law.

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.

N. **ATTORNEY'S FEES**

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

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 ordered by the court, including attorney's fees and costs, if the other Party prevails.

O. **PERFORMANCE BOND**

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

The Contractor may be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, which shall be valid through implementation and three months after complete implementation and returned with written approval from DHHS. The amount of the bond must be for the contract amount for the implementation period. The bond will guarantee that the Contractor will faithfully perform all requirements, terms, and conditions of the contract.

P. **LIQUIDATED DAMAGES**

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

Failure to meet the timeframes for incident resolution during the Pre-Implementation and Post-Implementation or Operations and Maintenance phases as agreed upon by the parties may result in an assessment of liquidated damages due the State as specified in Attachment Five. Contractor will be notified in writing when liquidated damages will commence. Liquidated damages will be withheld from a quarterly Post-Implementation or Operations and Maintenance payment.

Q. **ASSIGNMENT, SALE, OR MERGER**

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

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.

R. **CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE**

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

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.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

S. **FORCE MAJEURE**

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

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.

T. **CONFIDENTIALITY**

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

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.

U. **OFFICE OF PUBLIC COUNSEL (Statutory)**
If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract.

V. **LONG-TERM CARE OMBUDSMAN (Statutory)**
Contractor must comply with the Long-Term Care Ombudsman Act, per Neb. Rev. Stat. §§ 81-2237 et seq. This section shall survive the termination of this contract.

W. **EARLY TERMINATION**

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

HS			

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.

X. CONTRACT CLOSEOUT

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

Contractor shall be responsible for end-of-contract activities prior to the completion of the contract to ensure that the transition from Contractor operations to the successor Contractor, or DHHS, occurs smoothly and without disruption to DHHS. Contractor must designate a person with the appropriate training to act as the transition coordinator. The transition coordinator must interact closely with DHHS and/or staff of the successor Contractor to ensure an orderly transition.

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

1. Develop a Contract Closeout Plan and submit it to DHHS for review and approval;
2. Transfer all completed or partially completed deliverables to the State;
3. Transfer ownership and title to all completed or partially completed deliverables to the State;
4. 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;

5. Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract. End of Contract Transition activities will include planning and timely transfer of data and documentation to the State. Contractor shall provide technical and professional support to the State and/or a successor Contractor in support of the turnover as mutually agreed between the State and the Contractor at no additional cost to the State;

6. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract. Contractor must submit, for approval by DHHS, a detailed plan for the transition of services to a successor system that includes the schedule for key activities and milestones;

7. Return or vacate any state owned real or personal property; and,

8. 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.

II. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
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 Solicitation Response (Initial)	NOTES/COMMENTS:
HS			

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

2. The completed United States Attestation Form should be submitted with the solicitation response.

3. 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.

4. 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 goods and services to be covered by any contract resulting from this solicitation.

D. **COOPERATION WITH OTHER CONTRACTORS**

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

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 Solicitation Response (Initial)	NOTES/COMMENTS:
HS			

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 Solicitation Response (Initial)	NOTES/COMMENTS:
HS			

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 Solicitation Response (Initial)	NOTES/COMMENTS:
HS			

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.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

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.

1. WORKERS' COMPENSATION INSURANCE

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.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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.

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.

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
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
WORKER'S COMPENSATION	
Employers Liability Limits	$500K/$500K/$500K
Statutory Limits- All States	Statutory - State of Nebraska
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
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	$1,000,000
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."	

1. EVIDENCE OF COVERAGE

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

Department of Health and Human Services
Public Health Licensure Unit
Attn: Support Program Manager
301 Centennial Mall S
Lincoln NE 68509

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.

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.

2. DEVIATIONS

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.

H. **ANTITRUST**

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

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 Solicitation Response (Initial)	NOTES/COMMENTS:
HS			

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

J. **STATE PROPERTY**

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

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 Solicitation Response (Initial)	NOTES/COMMENTS:
HS			

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 Solicitation Response (Initial)	NOTES/COMMENTS:
HS			

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 goods or services are endorsed or preferred by the State. Any publistate 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 Solicitation Response (Initial)	NOTES/COMMENTS:
HS			

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 delivery of goods and 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 Solicitation Response (Initial)	NOTES/COMMENTS:
HS			

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.

P. **WARRANTY**

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

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

III. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §§81-2403 states, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. 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 Solicitation Response (Initial)	NOTES/COMMENTS:
HS			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices must be itemized, and specify the deliverable or service being billed. Invoices must be emailed to dhhs.licensuresupport@nebraska.gov.

The Contractor shall submit invoices that clearly match all charges to the corresponding contract deliverable. Invoice charges should be further categorized by full description of all work completed and/or product delivered, quantities, and prices. Any charges based on hourly rates shall indicate the hours by individual and position, with a detailed explanation of the work covered by the hours. DHHS will finalize the format of the invoices with the Contractor at the start of the contract.

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 Solicitation Response (Initial)	NOTES/COMMENTS:
HS			

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 (Statutory)**

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

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). 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 goods and 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 (Statutory)**

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)**

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (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. (Neb. Rev. Stat. §84-304 et seq.) 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.

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

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 (0.5%) 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 (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

ATTACHMENT 5: FORM A

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 Solicitation, 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 Solicitation.

_____ 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:	**[s]Cube, Inc.**
COMPLETE ADDRESS:	**1462 Erie Boulevard, C101, Schenectady NY 12305**
TELEPHONE NUMBER:	**877-437-2823**
FAX NUMBER:	
DATE:	**6/15/2020**
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	**Haileab Samuel, CEO**

ACKNOWLEDGEMENTS

[s]Cube acknowledges the following addenda as part of this proposal:

Addendum 1 - Electronic Submission	03/23/20
Addendum 2 - Questions and Answers	03/23/20
Addendum 3 - Revised Schedule of Events and Change in Procurement Procedure Update	03/25/20
Addendum 4 - Revised Schedule of Events	04/22/20
Addendum 5 - Revised Schedule of Events	05/13/20
Addendum 6 - Revised Schedule of Events	5/26/20
Addendum 7 - Questions and Answers	5/26/20

COST PROPOSAL

INCLUDED SEPARATELY