



**TO:** SOUTHERN NEVADA DISTRICT BOARD OF HEALTH      **DATE:** January 28, 2021

**RE:** *Approval of contract with Accela to provide Accela Civic Platform – Environmental Health Software as a Service licenses and related implementation activities.*

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**PETITION #22-21**

**That the Southern Nevada District Board of Health approve Contract numbers C2100036 (Implementation) and C2100037 (Licenses) between the Southern Nevada Health District and Accela for Accela Civic Platform – Environmental Health Software as a Service licenses and related implementation activities.**

**PETITIONERS:**

**Fermin Leguen, MD, MPH, Acting Chief Health Officer** *FL*

**Christopher Saxton, Director of Environmental Health** *CS*

**Jason Frame, Chief Information Officer** *JF*

**DISCUSSION:**

The Southern Nevada Health District (SNHD) has engaged Accela for an upgrade to the currently used EnvisionConnect (“EC”) Environmental Health software. The current EC platform is being phased out by Accela and replaced by the cloud based Civic Platform – Environmental Health system. This upgrade has been found to be the best option for the District by the EH program and IT staff. The two parts of the contract are the annual per user licensing and a one-time fixed-fee system implementation and customization.

The contract amount came in less than the published National Association of State Procurement Officials (NASPO) contractual rate, which was provided by a national reseller.

**FUNDING:**

The first-year license fees of \$343,405.87 as well as the one-time implementation fee of \$1,519,000.00 have been budgeted into the approved FY21 District Capital budget. Additional annual licensing fees will be added to upcoming EH budgets.



**PROFESSIONAL SERVICES AGREEMENT FOR  
IMPLEMENTATION OF ACCELA CIVIC PLATFORM AND  
ENVIRONMENTAL HEALTH CIVIC APPLICATION  
BETWEEN  
SOUTHERN NEVADA HEALTH DISTRICT  
AND  
ACCELA, INC.  
C2100036**

This Professional Services Agreement for Implementation of Accela Civic Platform and Environmental Health Civic Application (“Agreement”) is by and between the Southern Nevada Health District (“Health District”) and Accela, Inc. (“Accela”) (individually “Party” and collectively “Parties”).

**RECITALS**

WHEREAS, pursuant to Nevada Revised Statutes (“NRS”) Chapter 439, the Health District is the public health authority for Clark County, Nevada and has jurisdiction over all public health matters therein; and

WHEREAS, the Health District is in need of an upgrade from EnvisionConnect to the Accela Civic Platform and Environmental Health Civic Application; and

WHEREAS, Accela’s Professional Services Team has decades of experience building solutions that satisfy a wide variety of government needs including environmental health, public works, building, planning and licensing, and is uniquely qualified to deliver complex solutions of this size on a certifiable framework; and

WHEREAS, Accela is willing to provide professional Services in accordance with the terms hereinafter provided.

NOW THEREFORE, in consideration of the mutual promises and covenants herein exchanged, and for other good and valuable consideration, the Parties agree as follows:

1) **TERM, TERMINATION, AND AMENDMENT.** This Agreement shall be effective from the date of the last signature affixed hereto (“Effective Date”), and shall remain in effect for sixteen (16) months after the Effective Date (“Term”), unless sooner terminated by either Party as set forth in this Agreement. This Agreement may be extended upon mutual written agreement of both Parties.

1.01 This Agreement may be terminated by either Party prior to the end of the Term set forth in paragraph 1, provided that a termination shall not be effective until thirty (30) days after a Party has served written notice upon the other Party.

- 1.02 Upon termination, Accela will be entitled to payment for Services actually provided prior to date of termination and for which Accela has not been paid. Final payment is contingent upon submission of a final invoice, all work to-date, and the return of all Health District documents, data, and any other materials provided or received in furtherance of this Agreement. Upon termination, Health District will have no rights to continue receipt of any on-going or additional Services, whether or not such Services are completed prior to termination.
- 1.03 This Agreement is subject to the availability of funding and shall be terminated immediately if for any reason State and/or Federal funding ability, or private grant funding ability, budgeted to satisfy this Agreement is withdrawn, limited, or impaired.
- 1.04 This Agreement may only be amended, modified or supplemented by a writing signed by a duly authorized agent/officer of each Party and effective as of the date stipulated therein.
- 2) INCORPORATED DOCUMENTS. The Services to be performed and the consideration therefore shall be specifically described in the attachments to this Agreement, which are incorporated into and are expressly a part of this Agreement, as follows:
- ATTACHMENT A: STATEMENT OF WORK
- 3) SERVICES/STANDARD OF PERFORMANCE. The scope of work for this Agreement is generally defined as Software as a Service Implementation Services. Accela shall complete the Services in the Statement of Work outlined in Attachment A. Accela warrants that it shall perform its Services with the degree of skill, care, and diligence in accordance with the applicable professional standards currently recognized by such profession and observed by national firms performing the same or similar Services. For any breach of the above warranty, Accela's entire liability will be the re-performance of the applicable Services. This warranty will be in effect for a period of ninety (90) days from receipt of any Services.
- 3.01 Accela has, or will, obtain, recruit and retain such employees as it may need to perform the Services required by this Agreement. Accela shall perform the Services in compliance with all applicable federal, state, and local laws, statutes, regulations, and industry standards. Accela shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports furnished under this Agreement.
- 3.02 The warranties stated in this Section 3 set forth the sole and exclusive warranties and remedies related to the Services, Deliverables and Tools performed or provided under this Agreement. To the maximum extent permitted by applicable law, except as expressly provided herein, Accela does not make any warranties of any kind, whether express, implied, statutory or otherwise, and Accela specifically disclaims all implied warranties, including any warranties of merchantability, non-infringement or fitness for a particular purpose, or any warranties arising out of course of dealing or usage of trade. Except as provided herein, the Services and Deliverables provided to

Health District are on an “as is” and “as available” basis.

- 4) COMPENSATION. Accela will provide the Services as detailed in Attachment A, Statement of Work, in an amount not-to-exceed \$1,519,000, to include travel expenses and Monthly Progress Payments as detailed in Attachment A, Statement of Work, Section 2.2. Accela will invoice Health District for Services fees as designated in Attachment A, Statement of Work. If any amount owing by Health District under this Agreement thirty (30) days or more overdue, Accela may, without limiting its other remedies, suspend its performance of Services until such amounts are paid in full.
- 5) STATUS OF PARTIES; INDEPENDENT CONTRACTOR. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement and in respect to the performance of Services pursuant to this Agreement. In the performance of such Services, Accela and any person employed by or contracted with Accela shall at all times act as and be an independent contractor, and not an employee or agent of Health District. Further, it is expressly understood and agreed by the Parties that nothing contained in this Agreement will be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the Parties. Neither party will have any authority to bind the other, to assume or create any obligation, to enter into any agreements, or to make any warranties or representations on behalf of the other.
  - 5.01 Accela has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by Accela in the performance of the Services hereunder. Accela shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- 6) SUBCONTRACTING. Except as expressly stated herein, without the Health District’s prior written approval, Accela shall not subcontract any portion of the Services required by this Agreement. Subcontracts, if any, shall contain a provision making them subject to all provisions in this Agreement.
- 7) KEY PERSONNEL. The Health District’s Chief Information Officer is designated as the Health District’s liaison and manager of this Agreement and be the single point-of-contact for resolution of Agreement related issues.
- 8) NON-EXCLUSIVITY. This Agreement is non-exclusive, and both Parties remain free to enter into similar agreements with third parties. During the term of this Agreement, Accela may perform Services for any other clients, persons, or companies as Accela sees fit, so long as the performance of such Services does not interfere with Accela’s performance of obligations under this Agreement, and do not, in the opinion of Health District, create a conflict of interest.
- 9) THIRD PARTY BENEFICIARIES. This Agreement and attachments hereto, are not intended to and do not confer any rights to any person or entity not a party hereto.
- 10) BOOKS AND RECORDS.

- 10.01 Each Party shall keep and maintain under generally accepted accounting principles full, true and complete books, records, and documents as are necessary to fully disclose to the other Party, properly empowered government entities, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms of this Agreement and any applicable statutes and regulations. All such books, records and documents shall be retained by each Party for a minimum of five (5) years from the date of termination of this Agreement, or in accordance with each Party's respective retention schedule; whichever is longer. This retention time shall be extended when an audit is scheduled or in progress for a period of time reasonably necessary to complete said audit and/or to complete any administrative and/or judicial processes which may ensue.
- 10.02 Health District shall, at all reasonable times, have access to Accela's records, calculations, presentations, and reports relating to this Agreement for inspection and reproduction.

11) OWNERSHIP RIGHTS AND LICENSES.

- 11.01 License for Deliverables. Upon payment of fees due under an applicable SOW, Accela may grant Health District a limited, non-exclusive, worldwide, nontransferable, terminable license to use any deliverables and/or materials provided to Health District ("Deliverables") solely for Health District's internal operations in connection with authorized use of the applicable Software being implemented as part of the Services ("Software"). Notwithstanding any other provision of this Agreement, nothing herein is intended to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise ("Tools") used by Accela to develop the Deliverables.
- 11.02 Proprietary Rights. As between the parties, Accela shall solely and exclusively own all right, title, and interest in the Services, Deliverables, and Software, including all modifications, enhancements, and derivative works thereof and any other of Accela's products or services, whether created by Accela or Health District, together with all intellectual property and other proprietary rights therein. Health District hereby makes all assignments necessary to accomplish the foregoing ownership.
- 11.03 No Reverse Engineering or Derivative Works. Deliverables are Accela Confidential Information and Customer may not reverse engineer, decompile, disassemble, translate, copy, reproduce, display, publish, create derivative works of, assign, sell, lease, rent, license or grant any interest in the Deliverables to any party except as expressly permitted by Accela.
- 11.04 Processes & Know-How. Accela will own all rights, title and interest in and to the all processes, methods, procedures and know-how established or utilized by Accela in performance of the Services. None of the Services or Deliverables will be deemed to constitute work product or work-for-hire inuring to the benefit of Health District.
- 11.05 Conflict. In the event any language conflicting with this Section 11 is added to any

SOW, Change Order, or related documentation, the Parties expressly agree that such statement will have no effect on Accela's rights as set out herein.

12) CONFIDENTIALITY.

12.01 Generally.

- a) Each Party will use the same degree of care that it uses to protect the confidentiality of its own information of like kind (but in no event less than reasonable care) not to disclose or use any information deemed confidential for any purpose outside the scope of this Agreement, unless compelled by law to do so and having given prior notice of such compelled disclosure to the other Party.

12.02 Protected Health Information.

- a) No protected health information as that term is defined in the health Insurance Portability and Accountability Act of 1996, as amended, or personally identifiable information will be shared with Accela during the course of this Agreement. Accordingly, no Business Associate Agreement is required.
- b) Consistent with state and federal privacy laws, Accela will at all times have in place procedures to ensure the privacy and maintain the confidentiality of any Health District information with at least the same degree of care as it maintains the confidentiality of its own confidential information of like importance.
- c) No such confidential information will be released to any third party without Health District's prior written consent.

13) MUTUAL COOPERATION. The Parties agree to cooperate fully in furtherance of this Agreement and provide assistance to one another in the investigation and resolution of any complaints, claims, actions or proceedings that may arise out of the provision of Services hereunder.

13.01 The Parties shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.

14) BREACH; REMEDIES. Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing Party, reasonable attorneys' fees and costs.

15) WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.

16) LIMITED LIABILITY. The Health District will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626. Agreement

liability of the Parties shall not be subject to punitive damages.

- 17) FORCE MAJEURE. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms, or any other circumstances or causes beyond its reasonable control. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
- 18) INDEMNIFICATION. The Health District cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of Accela or any other person or entity whatsoever for any purpose whatsoever. Accela shall defend, indemnify and hold harmless the Health District, its board members, officers, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including workers' compensation claims, in any way resulting or arising from this Agreement; provided, however, that (1) Accela shall have sole control of the defense of any such claim related settlement negotiations, and (2) Accela need not indemnify or save harmless the Health District, its board members, officers, agents and employees from damages resulting from the sole negligence of the Health District's board members, officers, agents and employees.
- 18.01 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY SOW, CHANGE ORDER, OR RELATED DOCUMENTATION, ACCELA'S AGGREGATE LIABILITY TO HEALTH DISTRICT OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR PERFORMANCE OF ANY SERVICES, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL NOT EXCEED **TWO (2) TIMES** THE TOTAL AMOUNT PAID BY HEALTH DISTRICT FOR SUCH CONSULTING SERVICES UNDER THE APPLICABLE SOW.
- 18.02 Exclusion of Damages. Accela will not be liable for any indirect, incidental, special, exemplary or consequential damages, including lost profits, loss of data, loss of goodwill, service interruption, computer damage, system failure or the cost of substitute products or services, arising out of or in connection with this Agreement or any applicable SOW or Change Order, including, without limitation, from the use of or inability to use the subscription service or software supplied to Health District under separate agreement, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory. The foregoing exclusions apply whether or not Accela has been informed of the possibility of such damage, and even if a limited remedy set forth herein is found to have failed of its essential purpose. Nothing in this Agreement excludes or restricts the liability of either party for death or personal injury resulting from its negligence.
- 19) COMPLIANCE WITH LAWS. Accela shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any

manner the provision and performance of the Services or those engaged to perform Services under this Agreement.

- 20) INSURANCE. Accela at its sole cost and expense agrees to obtain and maintain in full force and effect during the term of this Agreement, insurance in commercially reasonable amounts calculated to protect itself and the Health District from any and all claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from activities performed or facilitated by this Agreement, whether these activities are performed by Accela or anyone directly or indirectly engaged or employed by Accela.
- 21) MUTUAL COOPERATION. The Parties agree to cooperate fully in furtherance of this Agreement and provide assistance to one another in the investigation and resolution of any complaints, claims, actions or proceedings that may arise out of the provision of Services hereunder.
  - 21.01 The Parties shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.
- 22) NON-DISCRIMINATION. As Equal Opportunity Employers, the Parties have an ongoing commitment to hire, develop, recruit and assign the best and most qualified individuals possible. The Parties employ employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, status as a disabled veteran, or veteran of the Vietnam era, disability sexual orientation or gender identity or expression. The Parties likewise agree that each will comply with all state and federal employment discrimination statutes, including but not limited to Title VII and the American with Disabilities Act.
- 23) STATEMENT OF ELIGIBILITY. Accela acknowledges to the best of its knowledge, information, and belief, and to the extent required by law, neither Accela nor any of its employees/contractors is/are: i) currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; and ii) has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320a-7(a).
- 24) SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
- 25) ASSIGNMENT. Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.
- 26) PUBLIC RECORDS. Pursuant to NRS Chapter 239, information or documents, including this Agreement, and any other documents generated incidental thereto may be opened by Health District to public inspection and copying. Health District will have a duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
- 27) PROPER AUTHORITY. The Parties hereto represent and warrant that the person executing



this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the Services set forth in the documents incorporated herein.

- 28) ENTIRE AGREEMENT. This Agreement and attachments hereto constitute the entire Agreement between the Parties and supersedes any prior contracts or agreements between the Parties regarding the subject matter hereof.
- 29) TIME. Contactor agrees that time is of the essence in this Agreement.
- 30) GOVERNING LAW. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to the laws of the State of Nevada, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.
- 31) NOTICES. All notices permitted or required under this Agreement shall be made by personal delivery, overnight delivery, or via U.S. certified mail, return receipt requested, to the other Party at its address as set forth below:

**Southern Nevada Health District**

Contract Administrator, Legal Department  
280 S. Decatur Blvd.  
Las Vegas, NV 89127

**Accela**

2633 Camino Ramon, Ste. 120  
San Ramon, CA 94583

- 32) COUNTERPARTS. This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement.

*[SIGNATURE PAGE TO FOLLOW]*

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

**SOUTHERN NEVADA HEALTH DISTRICT**

**ACCELA, INC.**

By: \_\_\_\_\_  
Fermin Leguen, MD, MPH  
Acting Chief Health Officer

By: \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:



By: \_\_\_\_\_  
Heather Anderson-Fintak, Esq.  
Associate General Counsel  
Southern Nevada Health District

ATTACHMENT A

# Statement of Work

## Southern Nevada Health District

November 21, 2020

Version 1.2

Accela, Inc.  
2633 Camino Ramon, Suite 500  
San Ramon, CA 94583  
(925) 659-3200

## 1. Executive Summary

The Southern Nevada Health District has requested an upgrade from EnvisionConnect to the Accela Civic Platform and Environmental Health Civic Application. The Health District stated goal is to leverage standardization and avoid custom development.

Accela asserts that i) the final solution will be manageable, supportable, upgradable and extendable; and ii) these elements reduce risk now and in the future; and iii) this powerful solution will greatly improve productivity and efficiency within the Health District.

While this project includes custom processes, Accela will leverage its standard solutions and clones to enable the Health District to be hands-on from the beginning of the project, allowing Health District staff to visualize instead of conceptualize the final outcome.

### 1.1. Datacenter

Products will be hosted by Accela.

### 1.2. Accela Civic Platform

This SaaS based solution will provide the following functionality:

- ▶ Application Intake from a Citizens Portal as well as in the back office
- ▶ Permit Review, Issuance, Renewal, Amendment
- ▶ Inspections
- ▶ Code Enforcement
- ▶ Mobile and remote inspection
- ▶ Integrations with third-party systems
- ▶ Reporting

### 1.3. Accela Professional Services

Accela will perform ongoing project management to plan and monitor execution of the project. Accela Professional Services follows an iterative project methodology. The services for the project will be delivered in four stages: Define, Refine, Develop and Deploy. The methodology in Appendix D, explains the four stages of the project and how Accela will work with the Health District in designing the custom processes and integrations.

Stage Title	Stage Overview	Activities and Artifacts
<b>Stage 1: Define</b>	The Define stage sets the framework for how the project will be managed throughout the project life cycle.	<ul style="list-style-type: none"> <li>▪ Project Management Plan/Charter</li> <li>▪ Project Schedule</li> <li>▪ Project Kickoff</li> <li>▪ Project SharePoint Site</li> </ul>

<p><b>Stage 2: Refine</b></p>	<p>The Refine stage begins the knowledge transfer of the Accela Civic Platform and adoption of the new system. During this stage Accela will tailor the Civic Application Processes with the following:</p> <ul style="list-style-type: none"> <li>▪ Fees</li> <li>▪ Custom fields</li> <li>▪ Inspection Checklists</li> <li>▪ Notifications</li> <li>▪ Workflows</li> <li>▪ Report Branding</li> <li>▪ Citizen Access Portal</li> <li>▪ Back-Office applications</li> <li>▪ Mobile inspections</li> <li>▪ Code enforcement</li> <li>▪ The Refine stage is also where custom processes are designed.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Installation of the Accela Standard Solution package</li> <li>▪ Core Team Training</li> <li>▪ Tailoring Workshops</li> <li>▪ Integration Designs</li> <li>▪ Data Conversion Kickoff</li> <li>▪ Review and Verification Sessions</li> </ul>
<p><b>Stage 3: Develop</b></p>	<p>The Develop stage takes the group of processes (records) from the Refine Stage and continues the process for building and unit testing the integration, running mini-conversion activities, and running the functional testing data conversion efforts (or dry runs for the production).</p>	<ul style="list-style-type: none"> <li>▪ Business Automation Configuration</li> <li>▪ Report Specifications</li> <li>▪ Interface code development and deployment guide</li> <li>▪ Review and Verification Sessions</li> </ul>
<p><b>Stage 4: Deploy</b></p>	<p>After all development work has been completed, the system is ready for User Acceptance Testing (UAT), End User Training and Go-Live activities.</p>	<ul style="list-style-type: none"> <li>▪ Approved UAT Test Plan</li> <li>▪ Completion of UAT</li> <li>▪ Completion of End User Training</li> <li>▪ Go Live and Transition to Customer Support</li> </ul>

### 1.3.1. Solution Overview

Accela has worked with the Health District in identifying the processes, custom automation and reports required for the success of the solution. The list of processes to be implemented is found in Appendix A: Solution Inventory. A summary of these processes follows:

- 18 Civic Application processes
- 32 Custom processes

In addition to process tailoring and development, Accela will also perform the following custom work.

- Custom Scripting
  - Team inspections

- Integrations
  - Financial system
  - Payment Processor
- Reports
  - 135 Converted reports
  - 9 Custom reports
- Documentation
  - Custom Processes
  - Custom Functions
  - Data Dictionary
  - Entity Relationship Diagram

### 1.3.2. Data Conversion

Accela has reviewed the Health District’s current EnvisionConnect database. Accela will assist the Health District in determining what data needs to be migrated, mapped to the fields in the new solution and importing the data.

### 1.3.3. Testing

Accela will perform one week of system testing. Accela will also develop fifty-one (50) test cases, one for each business process, to be used by the Health District in User Acceptance Testing (UAT). Accela and the Health District will conduct eight (8) weeks of UAT. UAT will be performed in two (2) rounds, each with initial testing, issue remediation and remediation testing.

### 1.3.4. Training

Accela will conduct the following trainings:

- Core Team Training
- Citizen Access - System Admin Usage
- GIS Administration
- Mobile Office
- Ad Hoc Reporting
- Database Scheme Fundamentals
- Train-the-Trainer
- End User Training

### 1.3.5. Critical Success Factors

There are several critical success factors to the service implementation that must be closely monitored and managed by the Accela and Health District stakeholders. These factors are

critical in setting expectations between the Health District and Accela, identifying and monitoring Project risks, and promoting strong Project communication.

- ▶ **Clear Business Objectives** – The Health District has clearly documented its business objectives before the commencement of the project and shared those objectives with Accela.
- ▶ **Accept Package Solution** – The Health District acknowledges that a standard package solution will provide end-to-end processing of an application or permit solution and may require some modifications to how the Health District conducts business today. Health District staff supporting the analysis sessions should have an open-mind to accept these standard solutions based on Accela’s many years of applying best practices to the implementation process. These package solutions will allow for online processing, attaching documents, processing the application via a workflow, sending notifications based on workflow status, accepting payment, allowing to capture standard comments, and if required trigger inspections. The package solutions will allow the Health District to process its applications and/or permits.
- ▶ **Requirements Identified and Documented** – The Health District has documented its processes that will be analyzed by the Accela team to determine the package solutions that best support its process. The Health District should have a clear understanding on how its fees are calculated to support the application and/or permit process. If there is an expectation that the Customer’s business processes expand the package solution that require modification during the project, Accela will raise this risk to the Health District prior to proceeding.
- ▶ **Dedicated Health District Participation** – Health District acknowledges and agrees, throughout the duration of the Services, to have (i) its staff and/or agents actively involved in the Project, and (ii) its software, hardware and other technology performing (or available for performance), each as specified in the agreed upon Project Plan (such Health District personnel and technology, collectively the Health District resources). Accela will communicate insufficient participation of Health District Resources through Project Status Reports and will indicate actual and potential impacts to the Project Timeline. Accela will work the Health District’s Project Sponsors and department leaders to determine appropriate team member involvement. This could range from full-time, during early analysis meetings, to part-time during the Develop phase. Please see [Appendix G](#) for a full description of Health District Resources.
- ▶ **Governance Change Control** – Effective governance for the project and change control processes for enterprise solution components requires alignment between Health District stakeholders. Throughout the project, the teams will encounter issues and decisions that require engagement of the joint Health District/Accela governance team. Invariably, changes to the existing requirements will arise and the governance process must resolve these issues with urgency in order to avoid impacts to the project timeline and budget.
- ▶ **Accela Standard Implementation Methodology** – Health District acknowledges that is willing to adhere to and will adopt Accela implementation’s methodology.

- ▶ **Knowledge Transfer** – Health District Personnel must participate in the analysis, configuration and deployment of the Products for Accela to transfer knowledge to the Health District. Once Postproduction assistance tasks are completed by Accela, Health District Personnel will assume all day-to-day operations of the Products, outside of Accela Support as specified in Accela and Health District’s agreement for software, maintenance and support.

### **1.3.6. Organizational Change Management (OCM)**

As the Health District works with Accela to evolve rather than simply replicate the historic system, there are changes to processes that affect staff. Accela can assist in managing that change, however, it found that most successful projects have a dedicated change agent within the organization. This individual represents the Health District’s OCM vision and is involved in the system design promoting standardization and simplification. As this individual understands the solution and its objectives, he/she/they are key to successful product adoption through understanding and training.

## **2. Administration**

### **2.1. Project Timeline**

The project is estimated to take 14.5 months. The projected start date for the Project is forty-five (45) calendar days after mutual acceptance and signature of this SOW.

### **2.2. Payment Terms**

#### **2.2.1. Contract Sum**

The total amount payable under this SOW, as calculated for the above-mentioned fees and expenses, is not-to-exceed \$1,519,000 including travel expenses.

The fee for this SOW is predicated on the timely completion of the Project. However, should completion slip due to actions or inactions of Health District, and should this slippage result in material increase in effort to Accela, Accela will produce a written Change Order at a rate of \$185/hr. for additional hours in support of the scope and deliverables contained herein. Any change order must be approved in writing by both Health District and Accela. The Parties will make reasonable efforts to approve change orders within three (3) business days of delivery to avoid a halt of work on the Project.

#### **2.2.2. Payment Schedule**

Accela will perform the Services on a monthly progress payment basis. The Fixed-Fee price is based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW. Invoices will be sent out monthly.



Monthly Progress Payments	Price
Month 1	\$101,266.67
Month 2	\$101,266.67
Month 3	\$101,266.67
Month 4	\$101,266.67
Month 5	\$101,266.67
Month 6	\$101,266.67
Month 7	\$101,266.67
Month 8	\$101,266.67
Month 9	\$101,266.67
Month 10	\$101,266.67
Month 11	\$101,266.67
Month 12	\$101,266.67
Month 13	\$101,266.67
Month 14	\$101,266.67
Month 15	\$101,266.67
<b>TOTAL SERVICES COST</b>	<b>\$1,519,000.00</b>

Invoices are due net 30 of the invoice date.

### 2.2.3. Expenses

Based on the assumption that there will be two (2) resources onsite for a total of four (4) Weeks. A “Week” is defined as one (1) person, eight (8) hours a day, forty (40) hours per week, Monday through Friday. Accela may assign more than one person per Week. For purposes of clarification only, if Accela assigns, one person for one Week, this assignment will count as one (i) onsite Services Week, if Accela assigns two (2) people simultaneously for a one (1) Week onsite assignment, this assignment will count as two (2) Weeks of onsite Services. The cost for each week of travel expenses is estimated at \$2,500. The travel expense budget estimate is \$20,000. Should the Health District require more onsite trips than the assumption above, a Change Order will be required prior to additional travel commencing to cover the cost of those additional trips.

### 2.2.4. Change Orders

In order to make a change to the scope of Professional Services in this SOW, and subject to the Disclaimers below, Health District must submit a written request to Accela specifying the proposed changes in detail. Accela will submit to Health District an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the Change Order, based on the standard rate for Accela resources of \$185 per hour. Accela will continue performing the Services in accordance with the SOW until the parties agree in writing on the change in scope of work, scheduling, and fees therefore. If Accela's effort changes due to changes in timing, roles, responsibilities, assumptions, scope, etc. or if additional support hours are required, a change order will be created that details these changes, and impact to project and cost (if any). Any change order must be agreed to by Accela and Health District prior to commencing any activities defined in the change order.

## **2.3. Project Assumptions**

### **2.3.1. General Project Assumptions**

#### **Scope**

- ▶ Specification documents will be approved, or feedback provided within five (5) business days of receipt.
- ▶ Scope of the Project is based on discovery sessions with Health District prior to the SOW development.
- ▶ Health District and Accela will review their responsibilities before work begins to ensure that Services can be satisfactorily completed and in the appropriate timeframe.
- ▶ "Go-Live" (system is in production) timeline assumes timely completion of Health District deliverables (including finalization of requirements / use cases / product catalog), availability of key Health District resources, and collaboration and availability of any third-party vendor resources. Late (per mutually agreed project plan) Health District deliverables may adversely impact overall implementation timeline.
- ▶ Overall project plan will be mutually agreed to by Health District and Accela project managers prior to final Configuration.
- ▶ Accela will provide the Health District with a Weekly Status Report that outlines the tasks completed during the prior week, the upcoming tasks that need to be completed during the following week, the resources needed to complete the tasks, a current version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates).
- ▶ The project schedule is managed using Microsoft Project. Should any tasks slip behind schedule ten (10) business days, Accela and Health District will escalate according to the Communication Plan in the Project Management Plan.
- ▶ Deliverables will be documented in Accela based templates using the Accela methodology. There is no stated or implied promise that deliverables will be of a specified page length or comply to Health District formatting requirements. Sample templates are available to Health District upon request.

## Acceptance

It is requested that Health District sign acceptance for each major stage of the project: Define, Refine, Develop and Deploy (as specified in Appendix D). Accela respectfully requests prompt attention to the processing of all Deliverable Acceptance Forms, as adherence to this timely process directly impacts the ability to complete the project in the desired timeframe.

### 2.3.2. Project Resourcing Assumptions

#### Health District Resourcing

- Provide timely responses to Accela's request for information.
- The Health District will provide a dedicated Project Manager throughout the course of the engagement.
- The Health District Project Manager will maintain primary responsibility for the scheduling of Health District employees and facilities in support of project activities.
- The Health District will commit the involvement of key resources and subject matter experts for ongoing participation in all project activities as defined in the project plan associated with this SOW.
- The Health District will commit all necessary SMEs and IT personnel during the requirements and Refine phase for the appropriate sessions as outlined by the Accela Project Manager during Kick-Off preparation.
- The Health District will commit project sponsors and all necessary stakeholders and SMEs during the project kickoff.
- The Health District will commit necessary resources to allow Accela personnel to provide the Services remotely when possible.

#### Accela Resourcing

- Provide timely responses to Health District's request for information.
- Accela has assumed that project team will need to be on-site as appropriate and mutually agreed upon. Any additional on-site consulting will be at the mutual agreement of Health District and Accela Project Manager. All travel expenses incurred for on-site work are per the terms of expense reimbursement outlined below.
- Accela personnel will not be required to provide Services on-site if doing so would put Accela personnel at actual or potential risk, as determined at Accela's sole discretion.
- Accela personnel will attend Health District executive steering committee meetings as needed, either in-person or remotely.
- In the pricing, Accela has assumed the appropriate resourcing to ensure deployment success for the scope outlined. Additional support requested by Health District over this level of resourcing may necessitate a Change Order that could impact the cost of the project.
- Accela will provide a project manager for services throughout the engagement in order to plan and monitor execution of the project in accordance with deliverables outlined in the Statement of Work.

- ▶ Any additional work beyond the scope stated in the SOW will require a Change Order.

### Third Party Resourcing

Accela is not responsible for impacts to project timeline created by dependency on Health District third party consultants. Timeline changes will result in a Change Order for extension of Accela project resources caused by Health District third party consultant actions (including availability) resulting in additional time or scope.

### 2.3.3. Accela Solution Assumptions

#### General

- ▶ Health District will provide the necessary tools, accounts, and permissions that will enable Accela to access the Health District's internal network for the purpose of configuration and testing. This access must be provided through industry standard tools such as Virtual Private Network (VPN). Failure to provide this access in a timely fashion will result in a project delay. Such a delay will result in a Change Order.
- ▶ When the project team works onsite at a Health District facility, suitable workspace will be provided and equipped with appropriately functional and usable desktop workstations, phones, network access to and connectivity with all systems, networks, and data as necessary to perform the project. Health District will also provide necessary security badges, parking passes as required.
- ▶ Health District will ensure that Accela resources have access to a Developmental or Test version of the 3<sup>rd</sup> party system for interface development. All interfaces will be developed against 1 (one), agreed upon version of the 3<sup>rd</sup> party system.

#### Project Put on Hold

It is understood that sometimes Health District priorities are revised requiring the Health District to place the Accela implementation on hold. The Health District must send a formal written request sent to Accela in order to put the project on hold. Delays of 2 weeks or more that have a tangible impact to Accela's resource plan are subject to change order.

If a Health District-based delay puts the project on hold for more than ninety (90) days, Accela reserves the right to terminate the contract and negotiate new terms. If a Health District-based delay puts the project on hold past the termination period, Accela reserves the right to terminate the contract at the time of the delay. After that time, Accela can choose to cancel the rest of the Statement of Work. To finish the project will require a new Statement of Work at new pricing.

### 2.4. Disclaimers

Accela makes no warranties in respect of the Services described in this SOW except as set out in the Professional Services Agreement. Any configuration of or modification to the Product that can be consistently supported by Accela via APIs, does not require direct database changes and is capable of being tested and maintained by Accela will be considered a "Supported

Modification.” Accela’s obligations and warranties in respect of its Services, Products, and maintenance and support, as set out the agreement between Accela and Health District, does not extend outside the Supported Modifications or to any Health District manipulation of implemented scripts, reports, interfaces and adaptors.

In the event Health District requires significant changes to this SOW (including cumulative revisions across any one or more Change Orders) which Accela reasonably determines (a) is a material modification of the nature or scope of Services as initially contemplated by the Parties under this SOW and/or (b) is significantly outside the Supported Modifications, Accela may, upon no less than thirty (30) days’ notice to Health District, suspend or terminate this SOW and/or any Change Order issued hereunder. In the event of any such termination or suspension, the parties will work together in finalizing agreed-upon Deliverables.

## 4 Appendix A, Solution Inventory

This appendix lists the processes to be built as part of this project. This inventory has been created based on consultations with the Health District. The build method is subject to change.

<b>Business Process</b>	<b>Build Method</b>
Complaints	Civic App
Cases	Civic App
Violations	Civic App
Enforcement	Civic App
Amendments/Change Contact Info	Civic App
Restaurants	Civic App
Markets	Civic App
Mobile Vendor	Civic App
Catering	Civic App
Hotels	Civic App
Septic	Civic App
Water wells	Civic App
Underground Storage tanks	Civic App
Pools/Spas/Waterparks	Civic App
Recyclable Materials	Civic App
Waste Management	Civic App
Body Art	Civic App

Subdivision	Civic App
Environmental Health Programs	Custom
Liquid Waste	Custom
Onsite wastewater treatment	Custom
Nitrate removal septic systems	Custom
Hazardous Waste	Custom
Hazardous Waste Hauling	Custom
Restricted waste	Custom
Illegal Dumping	Custom
Storage/Warehouses	Custom
Schools (Food)	Custom
Schools	Custom
Penal Institutions (Food)	Custom
Penal Institutions	Custom
Childcare (Food)	Custom
Childcare	Custom
Summer Camps	Custom
Event Coordination	Custom
Professional Licensing	Custom
Itinerant Worker	Custom
Seasonal Worker	Custom

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Community Response	Custom
Manufacturing	Custom
Mobile Home Parks	Custom
Vector Control	Custom
Supplements	Custom
Water Management Plan	Custom
OutReach/Industry Training	Custom
Administration	Custom
Landlord/Tenant	Custom
Backflow	Custom
Consolidated Grade Card	Custom
Lab Results	Custom



## 5 Appendix B, Civic Application Tailoring Framework

The Solution Inventory is documented in [Appendix A](#). This inventory lists each of the processes to be implemented during this project. For those processes where there is a pre-built Accela Civic Application, it is denoted as “Civic App”. For the Civic App items in the Solution Inventory, the subscribed service includes limited Health District-specific tailoring within the functional areas below.

### 5.1 Fee Schedule Configuration

Accela will configure fee items for each Civic Application record in the Solution Inventory. A fee item represents a fee with a distinct general ledger account and item description on the invoice. Accela will configure each unique fee item based on the native fee formulas in the Civic Application, which include flat fees, fees based on a specific range and using fee indicators. Examples include fee calculations based on the number of employees or a square footage fee for a building. Advanced fee item setup, such as automating a fee calculation using the advanced script engine logic, is not included in the subscribed service.

### 5.2 New Health District Defined Data Fields Configuration

The Health District can request up to **fifty (50)** new Health District defined data fields above what is already provided in the Accela Civic Application and those migrated in the data conversion, to track required data elements driven from Health District business process and municipal reports, such as Number of Sinks or Accessible Ramp Degree Incline. Accela will configure each new Health District defined data field using one of nine (9) data types: text, date, y/n radio button, number, dropdown list, comment text area, time, money or checkbox.

### 5.3 Additional Task Workflow

Accela Delivery will provide up to **two (2)** distinct new workflow tasks to each of the Civic Application processes. For example, adding an additional approval, supervisor review or meeting/hearing.

### 5.4 Inspection Configuration

In addition to the inspection types and checklists migrated in the data conversion, Accela will configure up to **ten (10)** discrete inspection types with checklists for use in the system. The Health District must provide all inspection and checklist information prior to Tailoring Workshops. Accela will also configure up to ten inspectors in the system, including inspection district and discipline. The Health District is responsible for providing GIS layers for inspection districts.

### 5.5 Pre-Defined User Group Permission Distinct Updates

Accela will provide up to ten (10) distinct updates to the pre-defined user group permissions configured in the deployed Accela Civic Application. Using the Accela Roles and Functions

Matrix document, the Health District will indicate which permissions need to be updated for the user group role. For example, if the Health District wants the inspector role to collect fees and payments, this will be an update to allow additional access to the current role defined. Each permission update, add or removal of access for a defined user role, is considered a distinct single action change.

## 5.6 Citizen Access Configuration

Accela utilizes the Civic Application to complete the configuration for the Health District's public portal, including branding, updating the section instructional text with Health District language, descriptive help instructions for specific District-defined data fields, and updating the online disclaimer text. Accela will perform these activities for the records in scope.

The following use cases are included in the subscribed solution:

- ▶ Submitting an online application for the records in the Solution Inventory that are deemed available online
- ▶ Ability for applicants to check on the status of a submitted application i.e. see where the application is within the workflow routed to a specific group
- ▶ Request an inspection
- ▶ Upload additional documents based on request from Health District
- ▶ Check the status of an issued license
- ▶ Renew a license

System will also provide shopping cart functionality, i.e., access the shopping cart throughout the order session, including:

- ▶ Changing items in the cart
- ▶ Removing items in the cart
- ▶ Adding items to the cart
  - Item descriptions
  - Item prices
  - Convenience fees
  - Total cost

## 5.7 Report Branding and Letter Content Modifications

Reports are defined as anything that can be output from the system, including but not limited to, reports, permits, forms, documents, notices, and letters. The Civic Application includes a set of pre-built standard reports and documents. Accela will apply standard Health District branding to the Civic Application pre-built reports and outputs related to the records in the Solution Inventory.

## 5.8 Configuring Cashiering and point of Sale

Accela will configure Cashiering with the following functionality:

- Setup initial fee schedules
- Provide the ability to enter ad hoc amount at transaction time
- Add POS line item notes during processing
- Associate single General Ledger account to the POS Item
- Augment the existing flat file integration for finance to include the new POS items (if necessary)

The Health District is responsible for establishing relationship with payment processor vendor and provide Accela with merchant ID, access credentials and information required for the interface.

## 5.9 Notifications

- Conditional License
- Warning Letter
- Revocation/Suspension Letter

## 5.10 Feature Enablement

The following are standard features included in the Accela Civic Platform. The following describes the tailoring expected for each.

- GIS – Health District staff use maps (through GIS integration) to plan activities such as inspections
- Mobile Application Setup – Branding & Health District specific configuration (i.e. default filters, offline storage setup)
- Conditions of Approval Conditions (locks, holds, notices) – Includes up to ten (10) conditions using industry standards on type and status. The Health District will be able to flag a permit application, or a licensed professional based on custom field criteria and/or GIS data elements.
- Condition Management – The Health District may apply a condition to a violation if the Owner fails to meet the minimal requirements of the violation.
- Document Upload – Applicant, Licensed Professionals, Authorized Agent, and Health District Staff can upload documents associated to the permit application. Includes configuration of EDMS and Permissions for ADS + 5 custom document types
- Global ACA Setting – Logo, header footer, Disclaimer and GIS Links

## 5.11 Accela GIS Configuration

Accela will install and configure Accela GIS (JavaScript) to link and leverage existing Health District GIS information, including assistance with integrating map services with Accela GIS. The following are the main objectives being pursued through the implementation of the Accela GIS:

- Look up permit information and parcel information from the Permitting system.
- View selection, location, and associated GIS information.

- Select one or more parcels and add new applications to the permit system.
- Auto-populate spatial attributes for a property in forms (including ACA).

During GIS installation, Accela's technical staff will work with Health District IT staff to ensure that the components for hardware, software, database, network, and Internet are in place for the Accela GIS test and production environments. Accela technical staff will validate the proper installation and configuration of the Accela GIS environment.

## 6 Appendix C, Customization

### 6.1 Custom Processes

For the processes in [Appendix A](#) that are marked “Custom”, Accela will conduct a tailoring session to define the requirements. Where possible, Accela will clone in existing process and tailor it for the Health District. For each custom process, the following process components are included:

- Fee Schedule Configuration
- Data Field Configuration
- Workflow Configuration
- ACA Configuration
- Data Validation

### 6.2 Custom Scripting / Automation

Custom scripting is time boxed at (1,100) hours. These hours include time for analysis, design specifications, development and testing.

Accela will setup the following automations:

Rule Automations
<p><b>Expiration Batch</b></p> <p>Used on Permit types with expiration dates that will notify the applicant the permit is about to expire and will expire the permit if not extended (renewed).</p>
<p><b>Send Contact Emails</b></p> <p>Allows the Health District to send an email to contacts on the Permits to include certain criteria from the Permit and/or a defined report.</p>
<p><b>Form Level Validation (expression)</b></p> <p>Basic form level validations to conditionally auto set field values, hide fields, or set fields to read only on the Permit(s).</p>
<p><b>ACA Auto Issuance</b></p> <p>This business process is for low risk Permits where the Health District will auto-issue the permit based on criteria received from the applicant, such as contact fields, custom fields or tables, license profession or valid contractor license holder, and/or payment was received.</p>
<p><b>Record Automation</b></p>

This business process is for triggering an event or activity on the Permit such as if the Applicant resubmits its revised plans via the Online portal, a Health District workflow task is activated.

#### **Renewal Issuance**

Once the Permit extension has been processed and approved by the Health District, this business process will update the Permit expiration date and status.

#### **Inspection Automation**

Once an inspection has occurred on a Permit, the results of the inspection may drive additional activities such as add or remove a condition on the Permit, add a fee not related to the inspection on the Permit, or schedule a new inspection for a certain type.

#### **Inspection Scheduling**

This business process allows for scheduling an inspection outside the typical inspection process, such as when a Permit has been submitted to the Health District or if the Permit is within a specific address,

#### **Record Fee (Standard Record Automation)**

Allows fees to be applied requires calculation of fees to use out of the box fee formulas when applying to a planning record based on custom fields, contact information and/or GIS data (Address, Parcel, or Owner).

#### **Condition Management**

Allows conditions to be added to the record based on custom fields and/or GIS data elements.




## **6.3 Integrations**

There are **two (2)** custom integrations in scope for this implementation. The following describes each of these.

## **6.4 Payment Processor**

Accela will implement an interface redirect adapter between Accela Citizen Access (ACA) and CyberSource to accept payments, redirecting the user to the one-time payment page of the CyberSource site and paying associated fees in Accela (once payment is complete). This interface will be developed against 1 (one), agreed upon version of CyberSource application.

The parameters for the integration include:

-  No partial payments
-  Refunds handled manually
-  No trust accounts

- Additional 5 fields of metadata from direct transaction/permit records sent to payment processor
- Single merchant account

## 6.5 Financial Batch

Accela will provide a One-Way interface from the Accela Civic Platform, for consumption by the Health District's financial system. The interface will be developed as a batch script to export the financial information.

Please refer to the Integration section of [Appendix D](#) for outputs, roles, and responsibilities for integration design and development.

## 6.6 Report Conversion

Accela will convert **135** of the Health District's existing EnvisionConnect reports to work with the Accela Civic Platform. These reports will be converted as is. No formatting or other changes will be made to the reports.

## 6.7 Custom Reports

Accela will consolidate an additional **twenty-five (25)** existing EnvisionConnect reports into **nine (9)** by leveraging runtime parameters.

## 6.8 Test Cases

Test cases is a general term that includes routines/scenarios that need to be conducted to validate solution readiness. Best practices have customers creating test cases. Customers understand the workflows, data requirements, customer needs and variances from standard procedures. These items and other intrinsic knowledge result in test cases that can thoroughly prove the production readiness of the solution.

It is understood that customers may have limited resources for creating test cases. Accela is willing to assist in the creation of test cases under the following conditions:

Accela will assist in the creation of the Health District's test cases based on the following expectations.

1. Accela will develop up to **fifty-one (51)** test cases. The scope of each will be limited to a single business process/workflow.
2. During gap analysis, the Health District will work with Accela to identify the list of test scenarios based on the Health District's solution groupings and workflows. The Health District will approve the final list of scenarios prior to Accela's test case creation.
3. Prior to test case creation, the Health District will review and agree to the test case format and acknowledge the depth of testing. Test cases will follow Accela best practices. The

Health District acknowledges that not all possible combinations of the data, configuration and workflow will be included.

4. Accela will submit the draft test cases for Health District review. The Health District has five (5) business days to review.
5. Accela will update the test cases based on the feedback from the Health District and submit the final test cases. The Health District has five (5) business days to complete the final review. The Health District will provide sign-off that all test cases are submitted and completed per the configured solution.
6. Accela is only responsible for errors found in testing the cases. Any missing items discovered during testing, that were not included in the gap sessions, will require change order.

Note: Accela recommends the Health District identify a subset of test cases to be used for ongoing upgrade remediation testing. The cases can be used at the basis for Training, Standard Operating Procedures and/or User Guides.



## 7 Appendix D, Project Methodology

This Appendix further defines the specific activities, outputs, and roles/responsibilities for the four stages: Define, Refine, Develop, and Deploy.

### 7.1 Define

The Define Stage sets the plan and foundation for the Health District's Accela Civic Platform implementation. The stage will be initiated once the parties execute all contract documents. This stage defines how the project will be managed throughout its lifecycle. Accela will provide Health District with a Project Management Plan which documents key disciplines, processes, and standards for how the project will be managed from roles and responsibilities to risk management. Accela and Health District will collaborate on a Project Schedule to define the tasks with durations and resource assignments. Accela will provide a SharePoint site as the primary repository for tracking all project related documentation, issues and risks. Accela will provision the Health District's non-production environments and install the subscribed Civic Application Solution.

#### 7.1.1. Project Management and Oversight

Accela will perform ongoing project management services throughout the project in order to plan and monitor execution of the project in accordance with the activities outlined in the Statement of Work.

By mutual agreement, some project management tasks may be shared between the Accela project manager, and the Health District project manager.

##### Accela Responsibilities:

Provide overall Accela project management support throughout implementation, including:

- Project document management
- Participate in project status meetings with Health District and Client stakeholders to review the project status, risks, issues, change requests, as needed to review Accela tasks and status
- Weekly updated Project Plan, if needed
- Resource Management
- Executive project oversight and quality assurance

#### 7.1.2. Project Initiation

Prior to the formal project kickoff, a series of pre-kickoff activities will occur. The Accela and Health District Project Managers, along with key staff, will meet to confirm alignment between the parties prior to starting the process. Meetings will include a review of the overall approach and methodology, discussion of expectations, and commencing the detailed planning activities.

An important pre-kickoff activity involves the SOW review. This is an opportunity to ensure the project starts in a well-organized, structured fashion while re-confirming the Health District and Accela expectations regarding the implementation. This is comprised of a meeting to review the SOW, project methodology, discuss expectations and the project kickoff planning. The meeting should be attended by the following participants:

- ▶ Health District Staff
- ▶ Health District Project Sponsor
- ▶ Project Manager
- ▶ Organization Change Manager

#### Accela Staff

- ▶ Regional Director
- ▶ Project Manager
- ▶ Implementation Lead

Another pre-kickoff activity involves Accela and the Health District review of the subscribed solution inventory. The Solution Inventory illustrates the Health District's subscribed Civic Applications solution, Health District and custom processes (as shown in [Appendix A](#)). Accela will work with the Health District to further categorize the record types into logical groups (Solution Groups) based on similar functions. The Solution Inventory and the groupings is used as the basis for solution change control and workshop scheduling.

#### **Accela Responsibilities:**

- ▶ Review the SOW with the Health District key stakeholders
- ▶ Communicate the Accela Implementation Methodology
- ▶ Create the project SharePoint site and provide access to the Accela and Health District teams.
- ▶ Review and begin elaborating the project schedule and project management plan.
- ▶ Facilitate Solution Inventory review and determine solution groupings.

#### **Health District Responsibilities:**

- ▶ Provide timely and appropriate responses to Accela's requests for project planning input and meeting logistics requests.
- ▶ Make available the appropriate key Health District users for the SOW review.
- ▶ Confirm adherence to the Accela Implementation Methodology.
- ▶ Participate in the Solution Inventory review.
- ▶ Gather and provide the following:
  - Paper applications
  - Fee schedules
  - Inspection checklists, inspection types and results
  - Communication standards (if applicable)

- License and Conditional License samples
- Letterhead sample
- User list (including email addresses and department)
- Sample Warning Letter
- Sample Revocation/Suspension Letter
- Merchant Account information
- Hearing Calendars (if applicable)

### 7.1.3. Project Schedule

The purpose of this activity is to jointly elaborate the project schedule to enable the parties' management teams to drive and monitor progress throughout the implementation. Health District and Accela will review their responsibilities before work begins to ensure that onboarding can be satisfactorily completed in the agreed upon timeframe and the appropriate resources will be made available. The output of this task is a mutually agreed upon Project Schedule that will serve as the baseline schedule.

The project timeline assumes timely completion of Health District-led activities and tasks, availability of key Health District resources, and collaboration and availability of any third-party vendor resources. Late (per mutually agreed project schedule) Health District tasks may adversely impact overall project timeline. Material delays impacting the critical path by more than 5% of the baseline schedule are handled via the Change Control process defined in the Project Management Plan.

#### Output:

- Baseline Project Schedule (mutually agreed)

#### Accela Responsibilities:

- Finalize staffing for the Accela project team.
- Finalize the project schedule that includes resource allocation for all tasks (in cooperation with the Health District Project Manager).

#### Health District Responsibilities:

- Provide input to tasks and duration in Project Schedule.
- Finalize staffing for the Health District project team. Guidelines and recommendations for the Health District project staffing are addressed in the Project Staffing section of this onboarding document.
- Sign-off on baseline Project Schedule milestone.

### 7.1.4. Project Management Plan

The Project Management Plan defines the management disciplines, processes, and standards the parties will adhere to during the project.

#### Outputs:

- Project Management Plan – This document captures how the project will be managed covering disciplines such as change control, configuration management, quality assurance, and risk / issue management.
- Status Report – Accela will provide the Health District with a Weekly Status Report that outlines the tasks completed during the prior week, the upcoming tasks that need to be completed during the following week, a current version of the project schedule, risks that require mitigation, and a listing of any issues that may delay the project or jeopardize one or more of the production dates. The status report will be used for the on-going communication with the Health District to ensure the Project teams are aware of the activities being completed and upcoming activities.
- Project Artifact Repository – Accela will provide Health District and Accela teams with a SharePoint repository to house project artifacts. Artifacts produced during the project use Accela based templates and the Accela methodology. There is no stated or implied promise that deliverables will be of a specified page length or comply to Health District formatting requirements.
- Deliverables – To document agreement of project progress, the Health District will sign deliverables documenting completion of specific tasks throughout the project. If a task is marked as a progress deliverable, the task should be agreed as complete prior to commencing work on the next task that is dependent on it. As part of the Project Management Plan, the teams will finalize progress deliverables, the associated entry/exit criteria, and identify team members that will be responsible for each progress deliverable. Project deliverables will be part of the Project Schedule.
- Governance Process and Committee Meetings – Established and scheduled, to include Accela participation.

### **Accela Responsibilities:**

- Draft the Project Management Plan document (an Accela template) based on input from and collaboration with the Health District Project Manager.

### **Health District Responsibilities:**

- Review the Project Management Plan
- Provide timely and appropriate responses to Accela’s requests for project planning input and meeting logistics requests.
- Make available the appropriate key Health District users for the review.
- Adherence to the Project Management Plan as a source document for managing the project.

### **7.1.5. Solution Provisioning**

Accela will setup the Accela Civic Applications provisioned based on the Health District’s subscribed solution and Solution Inventory. After setup, the Health District will be able to log into the system and verify that the software is available.

### **Accela Responsibilities:**

- Provision the subscribed Civic Applications in the cloud non-production development and test environments.

### Health District Responsibilities:

- Validate that the subscribed solution is available.

#### 7.1.6. Project Kickoff Meeting

The final activity as part of the Define stage is a Project Kickoff Meeting with all key stakeholders. This will include, but is not limited to, the Health District Project Sponsor, Accela and District Project Managers, and the implementation team members. The Kickoff Meeting is presented by both the Health District and Accela, and will cover topics such as project objectives, methodology and timeline.

#### Accela Responsibilities:

- Finalize Kickoff presentation.
- Co-Present with the Health District Project Sponsor and Project Manager on the project objective, methodology and timeline.

#### Health District Responsibilities:

- Provide input for the Kickoff presentation.
- Provide meeting facilities for Project Kickoff and other onsite activities.
- Co-Present with the Health District Project Sponsor and Project Manager on the project objective, methodology and timeline.

## 7.2 Refine

The Refine stage begins the knowledge transfer of the Accela Civic Platform and adoption of the new system. This stage is where tailoring of the Civic Applications for the Health District is performed, as well as the configuration of the custom processes. Accela starts this stage with training the Health District's core team on the subscribed Accela solution, then conducts Tailoring Workshop readiness sessions. Following these sessions, the Tailoring Workshops begin, using the Accela Civic Application non-production system real-time review of the provisioned Solution Inventory, reviewing each Solution Group incrementally. During the workshops, Accela will demonstrate the Civic Application solution components that pertain to the Health District's application/record type(s), identify areas available for tailoring based on [Appendix A](#), and make real-time tailoring updates as appropriate. As the Tailoring Workshops continue for additional application/record types, the Accela team will evaluate points of integration and collaborate with the Health District on the concept design for these integration points. During the Refine stage, the Accela team will also orient the Health District to the legacy data conversion tool, Accela schema, and associated activities. Upon accepting the configuration of each grouping, the Health District and Accela team will conduct a Conference Room Checkpoint where District stakeholders will be invited to an overview of the system at this point in the project.

### 7.2.1. Civic Application Solution Core Training

Accela will provide remote instructor-led training for Health District core team members that focuses on the subscribed Civic Application solution and associated administration/tailoring toolsets. This training is an essential component to project success. Health District staff involved in the tailoring, testing, and validation of the solution must be trained prior to the tailoring workshops. This training will help the Health District team understand the Health District's subscribed Solution Inventory.

#### Accela Responsibilities:

- Coordinate with Health District and schedule the appropriate day/time and confirm the Civic Application Solution Training content outlined in the provided agenda.
- Provide remote Civic Application Solution Core Training.
- Provide Health District access to the Accela Learning Management System (LMS), provide instruction on how to register and login, along with how to search for and find the online training content.

#### Health District Responsibilities:

- Select and prepare the onboarding team members who will participate in the training.
- Schedule appropriate Health District staff participants and meeting locations for training activities.
- Provide instructions on accessing the Accela LMS to the staff users who will require the online training content.
- Ensure that users have appropriate hardware/software for successfully viewing online video content.

### 7.2.2. Accela Civic Platform Solution Tailoring

Following the core training, the team will begin tailoring the Health District's Civic Platform Solution. Please refer to [Appendix B](#) for the estimated tailoring and [Appendix C](#) for the custom processes. Throughout the workshops, Health District staff will continue to learn how the Civic Platform features are mapped to Health District record types and to their end to end processes.

### 7.2.3. Workshop Orientation

Prior to conducting the individual tailoring workshops, Accela will conduct a 1-day workshop orientation. The key Health District staff that will participate in the workshops will all attend the orientation. During this session, Accela will:

- Review dates and times of all workshops, as well as required participants of each
- Describe expectations of the workshops and the format/agenda of each
- Review [Appendix B: Tailoring Framework](#) and [Appendix C: Customization](#)

Review roles and responsibilities of the workshops and final goal (conference room checkpoint)

### 7.2.4. Tailoring Workshops

Accela will conduct workshops with Health District personnel to review and tailor the solution components. Workshops are scheduled incrementally, per the identified record groups in the Solution Inventory. During the Accela-facilitated workshops, we will review a subset of the records. For records not reviewed in an Accela-facilitated workshop, the Health District will have access to the working software solution in order to perform the remaining reviews independently.

Workshops generally cover the following topics:

- Workshop 1 – Review workflow(s) for records within the grouping.
- Workshop 2 – Review Intake in public portal to validate items such as data elements, documents, disclaimer, and fees.
- Workshop 3 – Review Intake from back-office to validate items such as data elements, documents, and fees.
- Workshop 4 – Review District level configuration such as user groups and calendars

Workshops adhere to the following format:

- For records where a Civic Application is available, Accela and Health District teams will review the Accela Civic solution during the workshop, focusing on areas where solution tailoring is available (refer to [Appendix B](#)).
- For records that will be custom-built, Accela and Health District teams will review a similar record during the workshop, and identify the configuration needs for the custom process.
- Accela will take note of the Health Districts requests during the sessions. As much possible, Accela will make real-time updates in the session to close gaps. All remaining updates will be completed after the session.

It is imperative that the above process occurs within the Project Schedule timeframes to not delay subsequent project activities and stages.

#### Output:

- Solution Tailoring Workshops
- Document the Tailoring Punch List (items unresolved during the workshops to be closed prior to or during the subsequent Finalization Workshop)

#### Accela Responsibilities:

Facilitate solution tailoring workshops per the agreed project schedule.

Update solution configuration based on workshop decisions.

#### Health District Responsibilities:

- Designate and authorize the Responsible Expert for each workshop / record group who will make decisions and represent the department/business.

- Make available the appropriate Health District key users and content experts to provide required information, participate in the configuration analysis and verify the accuracy of the tailored configuration.
- Provide any documentation requested by Accela, including fee schedules; commonly used applications, reports and forms; and other relevant information.
- Schedule participants and meeting locations for workshop activities.
- Provide three to five Health District SMEs to test/review/confirm the tailored system prior to moving to the next scheduled project activity.

### **7.2.5. Finalization and Conference Room Checkpoints**

The purpose of the Finalization Workshop for each grouping is to work down the open configuration gaps (the Gap Analysis Punch List - those items remaining after the Gap Analysis workshops), driving closure of the Gap Analysis activity for each group. The Finalization Workshops are time-boxed (as defined in the Project Schedule) and require dedicated time from the Health District and Accela project teams to rapidly close the open gaps for each grouping. New items identified during the Finalization Workshop outside of the Punch List must be completed within the established time box for the Finalization Workshop. If the new item cannot be completed within the established time box, the Change Control process is triggered.

When the Gap Analysis Punch List is resolved, the Health District Responsible Expert will sign the Deliverable Acceptance Document, documenting finalization of the solution configuration.

To promote information sharing outside of the day-to-day project team following the Finalization Workshop, the Health District's Responsible Expert will demonstrate the work-in-progress software to key stakeholders during a Conference Room Checkpoint. The demonstration will cover 1-3 application types that demonstrates the solution from end-to-end.

Finalization Workshop expectations:

- Accela will run a Configuration Report from the Civic Platform showing the details of the record's tailored configuration.
- The Health District team will review, test and confirm the tailored solution, enabling the teams to move to the next scheduled project activity.
- Solution changes (requests for configuration or customization outside the available solution tailoring framework) are deferred for review as per the Change Control process defined in the Project Management Plan.

Conference Room Checkpoint expectations:

- Accela will collaborate with the Health District users to select scenarios that should be demonstrated to peers and executive sponsors in a Conference Room Checkpoint meeting.
- Health District staff will lead a Conference Room Checkpoint meeting to demonstrate the completed solution configuration to peers and executive sponsors.



- Once the Conference Room Checkpoint is conducted and confirmed, the teams will move to the next scheduled project activity.

#### Output:

- Finalized tailored solution ready for Develop stage

#### Accela Responsibilities:

- Close out agreed upon action items from the Punch List to support the Finalization Workshop
- Assist the Health District's Responsible Expert in identifying a scenario to support the Conference Room Checkpoint for each grouping
- Produce the Detailed Configuration Report for all records within the grouping

#### District Responsibilities

- Provide timely and appropriate responses to Accela's request for information.
- Make available the appropriate Health District key users and content experts to participate in creating the system in an effort to learn about the system (knowledge transfer).
- Participate in the Finalization Workshop to verify that the identified configuration Punch List items from the Gap Analysis workshops have been closed.
- The Health District (Responsible Expert) will facilitate the Conference Room Checkpoint.

### **7.2.6. Report Inventory**

The Civic Application solution includes a set of pre-built standard reports and documents. During the tailoring workshops, the Accela team will identify the reports provided as part of the subscribed Civic Application Solution. If the Health District requires additional reports these will be considered custom reports. Accela will assist the Health District to document a Report Inventory of the system outputs needed to support the production system, including but not limited to, reports, forms, documents, notices, and letters that the Health District wishes to print as identified during tailoring workshops.

#### Accela Responsibilities

- Map Health District report needs to the reports available within the subscribed Civic Application Solution.
- Perform standard/minor branding updates (e.g., Health District logo and contact information) for Health District's subscribed solution reports.
- Train Health District report writing staff on Accela schema and ad-hoc reporting tool (for custom reports).
- Prepare/validate the standard report(s) for the group of records with the Health District.

#### Health District Responsibilities

- Make available the appropriate key Health District users and content experts to participate in creating the report inventory.
- Provide Accela standard branding information (e.g., Health District logo and contact information) for all standard reports.
- For any custom reports identified, capture the custom report criteria and layouts.
- Designate Health District report writers to participate in report writing training for custom reports.
- Participate in the demonstration of the scenario from Refine stage and review the configurable reports included in the subscribed solution.

## 7.3 DEVELOP

The Develop stage takes the group of processes (records) from the Refine Stage and continues the process for building and unit testing the solution which will include integrations, running mini-conversion activities, and functional testing of data conversion efforts (or dry runs for the production).

The subscribed Civic Application Solution includes pre-defined business process automation/validation. For example, common business rules are included such as sending an email to an applicant when a record is submitted and preventing record issuance when a balance is due. There is no tailoring of the automations as part of the Civic Application solutions. If custom solutions are defined in the tailoring workshops, these components are built by the Health District, and unit tested during the Develop stage.

Another series of Conference Room Checkpoints will be conducted upon completing development for each grouping.

### 7.3.1. Automation

During the Refine stage, the team may identify opportunities to automate business processes, either by configuring existing scripts or developing new scripts for custom processes. Accela will work with the Health District to identify desired functionality, and subsequently will assist with prioritizing the needs in order to determine what will be developed by Accela within the scope of this project. The automation list will be identified during analysis and level of effort will be put towards each script. The client will finalize and agree on the required list prior to development.

#### Accela Responsibilities:

- Work with Health District staff to identify potential uses of scripting
- Assist with prioritizing list of desired functionality
- Develop design specifications for complex scripts
- Develop scripts based on the specifications

#### Health District Responsibilities:

- Allocate the time for qualified business and technical experts for the script analysis and prioritization
- Identify resources that will learn scripting tools and approaches for ongoing maintenance
- Prioritize desired functionality to determine which scripts Accela will develop
- Provide timely and appropriate responses to Accela's request for information
- Verify the Script Specification meets the intended business requirement
- Allocate the time for qualified personnel to test the script for acceptance

### 7.3.2. Integrations

Accela will build integrations as part of this project, as defined in [Appendix C: Customizations](#). For each integration, Accela will work with Health District to document the concept design for the integration. Results will be captured in an Interface Specifications Document. It is expected all interfaces will use Accela's Construct API, web services or batch engine. No custom or third-party integration tool will be used to accomplish input or output of data to/from the Accela system. In other words, data coming into Accela and data coming from Accela will use the existing integration technology. Health District is responsible in gaining appropriate system access to support the integration from appropriate application owners (including on premises or cloud/hosted, etc.) and handling all coordination with 3<sup>rd</sup> party vendors. All interfaces will be developed against one (1) agreed upon version of the 3rd party system.

#### Accela Responsibilities:

- Conduct Interface Analysis sessions
- Work with Health District staff to develop interface specifications document.
- Build aspects of the interface that interact directly with the Accela Civic Platform.

#### Health District Responsibilities:

- Provide system and access to individuals to provide required details of system interface.
- Allocate the time for qualified business and technical experts for the testing sessions that are critical to the project success.
- Assist in the interface specification development and data mapping process.
- Review and approve the interface specification documents.
- Build aspects of the interface that require interaction with any 3<sup>rd</sup> party system (e.g., if Accela builds a process to export data from Accela Civic Platform, Health District may require development of a process to import that data into their external 3<sup>rd</sup> party system).
- Validate interface through testing.
- Maintain updates to interface, post Go-Live.

### 7.3.3. Data Conversion

- Converting historic/legacy data from the Health District's systems is a critical activity for the success of this project. Accela will train the Health District on our Data Conversion tool. The Health District will be involved in data mapping and cleansing.

#### **7.3.4. Final Conference Room Checkpoints**

- As items are completed throughout the Develop stage, the Health District will be responsible for testing items to ensure they function according to the scope above. Once development and unit testing for a group is completed, the Accela and Health District team will conduct a final Conference Room Checkpoint for each grouping.
- The Health District would walk the participants through an actual scenario(s) where the record would be created in the Public Portal (ACA) and demonstrate the steps to record/application/permit closure. This walk through should support any of the add-on components configuration, points of integration, business processes, reports, and a preliminary view of converted data (if applicable) based on the scenario. At the conclusion of the Conference Room Checkpoint, the Health District will accept the solution for the particular group and this will allow for the exit criteria for the particular group.
- If enhancements or new requirements are introduced during Conference Room Checkpoints, they will be managed through the Change Management process.

#### **7.3.5. Accela System Testing**

System Test is performed by Accela. It is a high-level test to ensure that the solution is operational. It includes the following tests: system login, ability to create a new record, search, and integration connectivity.

### **7.4 Deploy**

Deploy is the final phase of the Accela Implementation Methodology. The Deploy Stage starts when all components of the system are developed and unit tested (including all components developed by the Health District), and the system is ready for User Acceptance Testing (UAT).

The Health District will prepare for UAT by creating test cases and a test execution plan. Health District will lead the test activities by executing test cases to validate the system is performing processes as defined in the solution inventory. At the completion of UAT, Health District will conduct End User Training and the Health District and Accela will begin to prepare the cutover plan. Once training has completed, the cutover plan will be executed, and the Health District will Go-Live on the Accela solution. Accela will provide post-production support to address bugs that are identified. The Accela team will then transition the Health District to the Accela Customer Support team for on-going support.

#### **7.4.1. Training Plan**

Accela follows a Train the Trainer approach to training. The Accela Trainer will train the designated trainer for each business area in the operations of functions in Accela. Accela training is focused on use of the standard Civic Applications. The Health District will be

responsible for training end users on how to use the system to accomplish District-specific daily business activities. Customization of end user training material and end user training is also the responsibility of the Health District.

Accela will develop a Train the Trainer Plan. Health District will develop end user training plan.

The Training Plan for trainers will include:

- An overview of the strategy for training for the solution.
- The training subject areas, audience, objectives, approach, and milestones.
- Definition of minimum competencies for Health District trainers and super users including approach for remediation of deficiencies related to Health District personnel skills.
- Definition of components required in individual training plans, such as course outline, schedule, etc.
- High-level training schedule for all target audiences based on the logical sequence of how the content should be delivered, availability of the participants, and deployment timing.

#### Accela Responsibilities:

Prepare Train the Trainer plan and material based on Accela standard Train the Trainer content/curriculum.

#### District Responsibilities:

- Prepare end user training plan and associated content.
- Make available the appropriate Health District resources to provide required information.
- Identify users who will participate in the Train the Trainer sessions and end user sessions.
- Schedule participants and meeting locations for training sessions.

### **7.4.2. User Acceptance Test (UAT) PLAN**

Accela will provide a Test Plan template to support the Health District's implementation. Health District will amend the Test Plan based on the implementation. The Test Plan will focus on the following:

- UAT process
- High-level plan/schedule to conduct UAT
- Who should participate?
- What should be tested?
- How to report an issue?

- Retesting issues that were fixed
- Sign-off

The Health District will review and jointly participate in updates to the Test Plan to include:

- Specific resource names
- Sign-off that resources have been adequately trained to execute test cases
- A list of test cases to be executed
- Detailed schedule of their test execution plan

The Health District is responsible for verifying that all the test cases meet specific business needs. Test cases should confirm record creation, automation, workflows, inspections, citizen access and any other specific interface or areas within Accela used in normal business. Test cases must be validated by the Health District experts and within the scope of the Civic Solutions and tailored configuration. Based on the developed test cases, the District is responsible for staffing appropriately so that the UAT activities will fit into the agreed upon onboarding duration. At the conclusion of UAT, the District should identify which test cases should be used for future regression testing when upgrades are applied. Accela recommends Test Cases form the basis for the District's ongoing Training and User Guides.

### 7.4.3. User Acceptance Testing (UAT)

User Acceptance Testing (UAT) is formal testing by the Health District to validate the system is working per the project scope. Throughout the project, the Health District is expected to test components of the system as they are completed (i.e., configuration, reports, interfaces, etc.).

Prior to UAT, the teams will establish a configuration and development code freeze on the test environment. As all components should have already been tested and validated during the Define and Develop stages, UAT should focus on end-to-end testing of the Health District's full business processes as they would perform in production.

User Testing includes the following distinct phases:

1. Initial Test – a timeboxed phase where the Health District runs through every test script and logs all issues in the issue tracker.
2. Issue Remediation – a time for Accela to remediate all Critical and High issues found during Initial Test, related to the Civic Application solution or tailored configuration. During this time the Health District will remediate all Critical and High issues related to development of custom components (reports/integrations), as they are expected and encouraged to begin taking ownership of the solution in preparation for post go live.
3. Remediation Testing – the phase where the Health District validates that all Critical and High issues have been resolved.

The Health District will lead the UAT activities outlined in the UAT Plan. The Health District will test and validate the solution and its readiness to be migrated to production for active use. **All test cases should be completed prior to UAT.** At completion of Initial Test, Accela and Health

District will create a Punch List and agree to Critical and High issues required for remediation before Go-Live. The Punch List then becomes the focus of remediation and remediation testing. The Punch List will contain issues responsible by both Accela and the Health District, based on which party was responsible for the original configuration/development.

The Health District and Accela agree to two (2) rounds of User Testing with the following durations:

Round 1:

Initial Testing	2 weeks
Remediation	1 week
Remediation Testing	1 week
Total Duration for Round 1 of UAT	4 weeks

Round 2:

Initial Testing	2 weeks
Remediation	1 week
Remediation Testing	1 week
Total Duration for Round 2 of UAT	4 weeks

It is critical that the Health District devote ample time and resources to this effort to ensure the system is operating per onboarding scope and ready for production. The testing effort will require a significant time investment by the Health District, and the commitment of resources is key to success.

Any extensions to User Testing durations will require a change order. If the Health District does not devote adequate time and staffing to User Testing to completely test the solution, Accela may opt to postpone Go-Live at the Health District's expense. Accela will work diligently with the Health District to ensure this does not occur and provide several opportunities for the Health District to add additional staff and time to this effort before recommending a

postponement or delay. Additionally, if out of scope items are identified throughout testing, a Change Order will be required based on the need for additional effort and/or extension of timeline.

Accela will ensure the appropriate test environment to be used for User Testing is setup and ready prior to the start of testing activities. This should include deployment of the approved configuration, automation, reports, interfaces, and a full mock run of converted data. The Health District will ensure the appropriate Health District and/or 3<sup>rd</sup> party test environments are available to support integrations.

Accela will provide support for User Testing by answering questions and resolving Critical and High defects that are within the scope of the onboarding services. Medium and Low defects should be resolved by the Health District as they are expected and encouraged to begin taking ownership of the solution in preparation for post go live. These updates should be closely coordinated between the Health District and Accela teams so that no unexpected issues or changes are introduced with the resolution of these Medium and Low defects. Requested changes to the system must be managed through the Change Management process and should not be treated as defects.

At this point in the implementation process, the Health District should test individual components of functionality of the solution (i.e., functional), and test to ensure that the interrelated parts of the Accela Automation solution are operating properly (i.e., integration testing).

Based on the UAT Duration table above, the high-level schedule of User Testing would be as follows:

- **Initial Test:** District to execute **all** User Testing test cases. During this phase, Accela and Health District will also begin resolving Critical and High defects identified throughout the testing. At the end of Initial Test, the Health District and Accela will develop and prioritize a User Testing Punch List to include open Critical and High severity implementation issues that are required for Go-Live, as defined in [Appendix D](#).
- The punch list must be finalized at the end of the Initial Test phase. Accela will export the current open Critical and High issues from the User Testing issue tracker and review this with the Health District at the close of the phase. Only in-scope issues will be considered for Punch List resolution. The Remediation Phase (punch list/defect resolution) will be delayed until the Health District and Accela agree upon the punch list. At this point the defect tracker is closed.
- If the Health District has not completed execution of all its test cases at the end of the defined duration, then an extension to the project (and Change Order) would be required.
- **User Testing is a time-boxed activity** so it is critical the Health District identifies all issues in the Initial Test timeframe. If the Health District identifies issues AFTER the Initial Test phase (i.e., after the Punch List is agreed upon), these would be an extension to the project and a Change Order will be required.



- **Issue Remediation:** Accela will remediate, build and implement configuration updates for the User Testing Punch List (Critical and High defects). In parallel, Health District will remediate integration updates from the Punch List.
- **Remediation Testing:** Health District will perform testing to confirm the Punch List items are resolved. This period is for retesting issues found during the initial test period. It is not for performing additional User Testing. New issues go to the parking lot. The User Testing is deemed accepted when Health District has verified the Punch List and severity of Critical and High issues have been addressed. Accepted deliverable will become the configuration code set that will be deployed to the PROD environment.

### Output:

- Upon acceptance of User Testing, a configuration and development freeze on TEST environment. This environment will be used to move to production.

### Accela Responsibilities:

- Support the Health District in up to **two (2) rounds** of: two (2) weeks UAT execution, followed by 2 weeks to complete remediation and retesting of Critical and High punch list issues.

### Health District Responsibilities:

- Identify resources who will participate in User Testing.
- Ensure that testers are adequately trained on the system to accurately execute test cases.
- Lead and manage the User Testing effort, including resources and test execution schedule.
- Execute all User Testing test cases developed by Accela during the User Testing test plan activities.
- Make available the appropriate key Health District users and content experts to participate in User Testing as defined and managed by Health District.
- Resolve Medium and Low severity defects related to tailored components.
- Determine which test cases will be used for ongoing regression testing.
- Leverage test cases as a basis for ongoing training and user guides.

#### 7.4.4. Production Cutover “Go Live”

Production date is defined as the official date in which Accela Civic Platform moves from the test environment to production for daily Health District usage. This date will be agreed to in writing by both Accela and the Health District at project inception. It may be altered only by written change order agreed to by both parties. In the weeks prior to moving to Production, Accela will assist in final data conversions, system validation, staff preparation and training, and coordination of deployment.

### Output:

- Deployment support prior to moving to Production.
- Assistance with setup of Integration points in Production.
- Final Conversion run during cutover.
- Accela Civic Platform used in Production environment for District daily use.

### Accela Responsibilities:

- With assistance from the Health District, lead the effort to transfer the system configuration and any required data from Test to Production.
- Assist in the development of a Cutover checklist that details the critical tasks that must be accomplished prior to moving to Production.

### Health District Responsibilities:

- Provide technical and functional user support for pre and post Production planning, execution, and monitoring.
- Assist in the development of a Cutover checklist that details the critical tasks that must be accomplished prior to moving to Production.

#### 7.4.5. Post Deployment Support and Transition to Accela Support

This activity comprises the post-Go-Live support assistance that Accela will provide to address issues and provide consultative advice immediately following Go-Live. Accela will work with the Health District to address issues identified during this period using a Post Production Issues List. This list will comprise issues related to the defined scope listed in the Statement of Work. Examples of issues the Health District is responsible for include training issues, functional changes beyond the scope of the onboarding services, cosmetic changes, and procedures related to using the Accela solutions. Accela will not be developing or creating additional reports, conversions, interfaces, records types and workflow processes that were not included in the scope of this project during post deployment support.

Health District will take ownership of the production environment upon system Go-Live. To enable ownership of the production system, promote continued knowledge transfer, and provide the Health District with maximum flexibility to address not only high or critical defects not found during testing but also other desired incremental system changes, Accela will provide Tier 3 support to address issues and provide consultative advice. The Health District performs the functions of Tier 1 and Tier 2 support.

A formal meeting will be scheduled with the Health District, Accela Services Team, and Accela Customer Support for the purpose of transitioning support of future issues and questions from the Health District to the Accela Customer Support program.

### Output:

- Accela will provide support for two **(2) weeks** immediately following deployment (Go-Live).

- Accela will work with the Health District to identify and address issues identified during this period using a Post-Production Issues List. This list will be comprised of issues related to the defined deliverables listed in this SOW, which will be addressed by Accela.
- Finalized post-production copy of issues list.
- Transition of Health District from Services team to Customer Support for ongoing support.

### **Accela Responsibilities:**

- Provide post-production support for Accela developed configuration and components. For example:
  - Assistance with new UI or browser settings since not every user has accessed the new version of our software.
  - Issue research.
  - Escalation of issues that can't easily be resolved.
  - Assist with the identification of issues for the Post-Production Issues List.
  - Assist with issues that may arise related to the deliverables in this onboarding package.
  - Transfer ongoing support of the Health District to the Accela Customer Support program.

### **Health District Responsibilities:**

- Provide technical and functional user support for post-production support and monitoring.
- Examples of issues the Health District is responsible for include: training issues, functional changes beyond the scope of this Statement of Work, cosmetic changes, and procedures related to the use of Accela Civic Platform.
- Develop and maintain a Post-Production Issues List.

## 8 Appendix E, Training Courses

### 8.1 Civic Application Solution Core Training

Accela will provide remote instructor-led training for Health District core onboarding team members that focuses on the subscribed Civic Application solution and associated administration/tailoring toolsets. This training is an essential component to project success. Health District staff involved in the tailoring, testing, and validation of the solution must be trained prior to the tailoring workshops. This training will help the Health District onboarding team understand the District's subscribed Solution Inventory.

#### Accela Responsibilities:

- ▶ Coordinate with Health District and schedule the appropriate day/time and confirm the Civic Application Solution Training content outlined in the provided agenda.
- ▶ Provide up to four (4) days remote Civic Application Solution Core Training.
- ▶ Provide Health District access to the Accela Learning Management System (LMS), provide instruction on how to register and login, along with how to search for and find the online training content.

#### Health District Responsibilities:

- ▶ Select and prepare the onboarding team members who will participate in the training.
- ▶ Schedule appropriate Health District staff participants and meeting locations for training activities.
- ▶ Provide instructions on accessing the Accela LMS to the staff users who will require the online training content.
- ▶ Ensure that users have appropriate hardware/software for successfully viewing online video content.

### 8.2 End User Training

Accela Delivery will provide instructor lead training via Zoom engagement for Health District staff that focuses on the daily end user activities, such as basic software navigation, record creation and updates, workflow progression, fee invoicing, and processing payments as it relates the Standard Solution. Training will be on the Health District's system.

#### Output:

- ▶ Instructor lead Civic Platform Daily End User Training (agenda provided) via Zoom engagement
- ▶ Accela Delivery will focus training content on the 2 – 4 record processes selected by the Health District

#### Accela Responsibilities:

- Coordinate with Health District and schedule the appropriate day/time to deliver the Civic Platform Daily End User Training content outlined in the provided agenda.
- Deliver Civic Platform Daily End User Training Agenda training content and focus on the 2 – 4 record processes identified by District
- Provide District the Zoom engagement information for the Civic Platform Daily End User training.

#### Health District Responsibilities:

- Identify and provide specific Health District procedural details on 2 – 4 record processes in which Accela Delivery will teach for the instructor lead training session.
- Schedule appropriate Health District staff participants and meeting locations for training activities.
- Ensure that users have appropriate hardware/software for successfully viewing online video content.
- Ensure that users are proficient in using PC's as a prerequisite before accessing the online training content.
- Ensure that users are familiar with use of standard Internet browsers as a prerequisite for the course.

### **8.3 Train-the-Trainer**

This course is intended to prepare identified Health District trainers to train their end users. Participants will first be taught the basic two-day end user course around the Health District's daily Civic Solutions processes. Participants will engage in workshop practice sessions where the students teach each other and the Accela instructor sections of the two-day end user course. Feedback will be given to help the Health District trainers obtain the skills needed to effectively train their end users. Training will be on the Health District's system.

#### Accela Responsibilities:

- Coordinate with the Health District to define training schedule and logistics.
- Deliver training per the specific requirements listed above.

#### Health District Responsibilities:

- Ensure that users have appropriate hardware/software for successfully viewing online video content.
- Provide suitable Health District facilities, hardware and software to accommodate various training classes.

## 8.4 Civic Platform administration training

Accela will provide training for District staff that focuses on the administration of the Accela solution. The training will be instructor lead via Zoom engagement. The Health District staff will learn the Design/Build Concepts and Long-Term System Management. The skills learned are essential for any Administrative level role played by the Health District. Participants will learn how to manage the day-to-day operation of the Civic Solutions and perform minor on-going enhancements and changes.

### Accela Responsibilities:

- ▶ Coordinate with the Health District to define training schedule and logistics.
- ▶ Deliver training per the specific requirements listed above.

### Health District Responsibilities:

- ▶ Ensure that users have appropriate hardware/software for successfully viewing online video content.
- ▶ Provide suitable Health District facilities, hardware and software to accommodate various training classes.

## 8.5 Ad Hoc Report Writing Training

The Ad Hoc Reporting class is designed to prepare clients who use the Ad Hoc report writing tool. Participants will learn practical real-use report setup using the Ad Hoc Reporting tool.

### Accela Responsibilities:

- ▶ Coordinate with the Health District to define training schedule and logistics.
- ▶ Deliver training per the specific requirements listed above.

### Health District Responsibilities:

- ▶ Select and prepare the power-users who will be participating in the training and subsequently training end users.
- ▶ Arrange the time and qualified people for the training who are critical to the project success.
- ▶ Provide suitable Health District facilities, hardware and software to accommodate various training classes.

## 8.6 GIS Training

This class is designed to help the Health District use the GIS Admin tool for setup and connection to the existing map service. Health District staff will learn to create map integrations, and build map profiles by configuring map, geocoding and routing services. Health District staff will also learn how to manage map settings, control map security and access, and create map user groups. Finally, Health District staff will learn to configure Accela Automation and Citizen Access integrations. This course will provide the skills needed to take full advantage of Accela's GIS Admin tool.

### Accela Responsibilities:

- Coordinate with the Health District to define training schedule and logistics.
- Deliver training per the specific requirements listed above.

### Health District Responsibilities:

- Select and prepare the power-users who will be participating in the training and subsequently training end users.
- Arrange the time and qualified people for the training who are critical to the project success.
- Provide suitable Health District facilities, hardware and software to accommodate various training classes.

## 8.7 Mobile Office Training

The course is recommended to prepare Health District for implementing Mobile Office in its instance of Civic Platform. This course will enable Health District staff to take full advantage of Accela Mobile Office. Health District staff will learn:

- How to access job lists and records in the field and create new records in the field.
- How to create, schedule, reschedule, cancel and reassign inspections.
- How to establish settings for offline and online inspections.
- How to search records and inspections by creating and applying filters.

### Accela Responsibilities:

- Coordinate with the Health District to define training schedule and logistics.
- Deliver training per the specific requirements listed above.

#### Health District Responsibilities:

- Select and prepare the power-users who will be participating in the training and subsequently training end users.
- Arrange the time and qualified people for the training who are critical to the project success.
- Provide suitable Health District facilities, hardware and software to accommodate various training classes.

## 8.8 Citizens Access Training

This course focuses on implementing web strategies for citizen access and usage. This course will prepare Health District for implementing and managing the content, look and feel of its online citizen portals.

Health District staff will learn how to:

- Manage the look and feel of Health District’s site with CSS or the Brand Builder tool.
- Turn on and off functionality.
- Edit Citizen Access web pages, links and buttons.
- Create record page flows and deploy custom components.
- Explore management strategies for public user accounts and contact relationships.
- Establish module-specific security, visibility, and access settings.

#### Accela Responsibilities:

- Coordinate with the Health District to define training schedule and logistics.
- Deliver training per the specific requirements listed above.

#### Health District Responsibilities:

- Select and prepare the power-users who will be participating in the training and subsequently training end users.
- Arrange the time and qualified people for the training who are critical to the project success.
- Provide suitable Health District facilities, hardware and software to accommodate various training classes.



## 9 Appendix F, Data Migration

### 9.1 Data Conversion

Converting historic/legacy data from the Health District’s systems is a critical activity for the success of this project. The Accela team will work closely with Health District staff on transitioning the data. Specifically, it will work with the Health District to provide the following services:

- ▶ Training on the Accela Data Conversion Tool
- ▶ Training on the Accela Civic Solutions database schema
- ▶ Setup a staging area for running migration scripts to cleanse the data and map the data to the Accela Civic Solutions
- ▶ Accela will handle data cleansing efforts
- ▶ Accela will provide two migrations of data once the Health District has completed its data cleansing and data mapping process—once for functional testing and a second time at Go-Live
- ▶

Once the project commences and data has been moved to the support environment, all configuration on legacy environment needs to cease.

The following information provides detail related to the scope of Accela’s data conversion offerings. Due to the inherent complexity of conversion activities, it is critical to address and understand common questions and misconceptions. Any conversion activity or requirement not included in this section is considered out of scope and may be addressed through a change order for Accela services.

### 9.2 General Information and Requirements for Historical Conversions

- ▶ The standard data conversion includes the conversion of transactional data to the Accela Civic Platform database when a configured destination exists. In the event there is no destination for legacy transactional data then it will be required to be converted as best fits into another area of the configuration or excluded from the conversion effort.
- ▶ Accela will perform unit testing of the conversion program including spot checks of the data within the Accela Civic Platform to identify if data corruption issues exist. Extensive quality assurance of legacy/historical data by the Health District is required to ensure accurate transfer of data.
- ▶ A completed signed off that the Refine state is complete before Accela will begin the data conversion mapping effort. Any changes to the configuration will require change order.

### 9.3 Data Conversion Assumptions

- **“As-Is” Approach:** Conversion of transactional tables, Address/Parcel/Owner (APO) data, Professional License data is executed “As-is” into the Accela Civic Platform. “As-is” means that the data will be transformed as mapped to existing configuration elements in the Civic Platform. The conversion process will not create configuration data or alter the mapped data when processed into the Civic Platform. Additionally, this means if invalid, inaccurate, or incomplete data is provided, it will be loaded into the Accela Civic Platform “As-Is”. All data cleanup must occur prior to execution into the Accela Civic Platform.
- **Data Cleansing:** Accela and the Health District will work together performing data cleaning were possible.
- **Accela Data Conversion Tools:** Data will be mapped and converted utilizing Accela’s Extract, Translate and Load (“ETL”) toolset. This will assist to ensure the accuracy of the mapping. The data mapping tool ensures that the legacy source to the Accela Civic Platform solution is accurate and prevents data from failing to convert, while the execution tool can be used to consistently run conversion process and track statistics.
- Accela will perform unit testing of the conversion program including spot checks of the data within Accela Civic Platform to identify if data corruption issues exist. Extensive quality assurance of legacy/historical data by the Health District is required to ensure accurate transfer of data.
- The standard data conversion includes the conversion of transactional data to the Accela Civic Platform database when a configured destination exists. In the event there is no destination for legacy transactional data, then it will be required to be converted as best fits into another area of the configuration or excluded from the conversion effort.

### 9.4 Data staging

- Data preparation (cleansing, normalizing, mapping, staging) will be performed by the Accela.
- Accela will setup a staging area to run migration scripts to cleanse the data as they map the data to the Accela Civic Solution
- Accela will provide up to **five (5)** total data loads once data cleansing and data mapping process are complete.

#### Accela Responsibilities:

- Accela will provide data conversion services.

#### Health District Responsibilities:

- Arrange the time and qualified people for data cleansing, data mapping, , and conversion process to support the data conversion tasks.
- Ensure availability of subject matter experts.

Once the project commences and data has been moved to the support environment, all configuration on legacy environment needs to cease.

## 9.5 Document migration

As part of data conversion, a standard document conversion will be utilized to convert record/permit level attached electronic documents into the configured Accela Civic Platform EDMS systems.

Historical/Legacy data conversion includes the conversion of attached documents into Accela Document Services (ADS) in the Accela Civic Platform, provided the Health District provides the documents in the structure Accela requires. The documents will be converted to the configured primary electronic document management system (EDMS). At a minimum the electronic document(s) to be converted must exist in a Microsoft Windows accessible file system (ex. NTFS, FAT32) and have the ability to identify the associated Record ID in order to be converted. In the event that files exist in a database, they must be extracted into a windows file system prior to be evaluated for conversion.

### Accela Responsibilities:

- Convert Files/Data from **one (1)** source into Accela System
- Validate conversion processed

### Health District Responsibilities:

- Provide system and access
- Validate conversion results

## 10 Appendix G, Project Resources

### 10.1 Health District Resources

Health District must fill the appropriate roles with the appropriate Health District Personnel that will work together with the Accela Project Team for the Project. Health District will make available additional resources as needed for the Project to be successful. District roles can be filled by the same person. In addition, Health District will provide all necessary technical resources to make appropriate modifications within any Health District systems wishing to integrate with any Accela systems. These resources must be proficient in Health District coding/development environment and tools, to make the required changes to their software to enable integration and must be available during the timeframe of these Services. Health District roles include Sponsor, Project Manager, Technology Manager, and Business Lead(s) for each Division/department being implemented, Super User trainers, and others as appropriate.

District Resources	Description
<b>Project Sponsor</b>	Responsibilities include: <ul style="list-style-type: none"> <li>▪ Ultimate responsibility for the success of the project,</li> <li>▪ Creating an environment that promotes project buy-in,</li> <li>▪ Driving the project through all levels of the Health District,</li> <li>▪ High-level oversight throughout the duration of the project,</li> <li>▪ Serving as the primary escalation point to address project issues in a timely manner.</li> </ul>
<b>Project Manager</b>	Responsibilities include: <ul style="list-style-type: none"> <li>▪ Overall administration, coordination, communication, and decision-making associated with the implementation;</li> <li>▪ Planning, scheduling, coordinating and tracking the implementation with Accela and across departments within the Health District;</li> <li>▪ Ensuring that the project team stays focused, tasks are completed on schedule, and that the project stays on track.</li> </ul>
<b>Division/Departmental Business Leads</b>	A user representative for each affected department must be appointed to facilitate analysis and configuration and serve as a decision-making entity for that group. These critical appointments may well determine the success of the implementation for their respective areas. <p>Responsibilities include:</p> <ul style="list-style-type: none"> <li>▪ Attending requirements workshop sessions;</li> <li>▪ Willing and able to gather data and make decisions about business processes;</li> <li>▪ Assist in the creation of specifications for reports, interfaces &amp; conversions</li> <li>▪ Review and test the system configuration;</li> <li>▪ Participating in the implementation of the Accela Civic Platform solution.</li> </ul>

District Resources	Description
<b>Division/Departmental Subject Matter Expert (SME)</b>	<p>Responsibilities include:</p> <ul style="list-style-type: none"> <li>▪ Being trained on the Accela Civic Platform system at a System Administration level;</li> <li>▪ Being fully engaged in the Business Analysis and system configuration activities;</li> <li>▪ Assist internal efforts towards the creation of reports, interfaces &amp; conversions;</li> <li>▪ Assist in the review and testing of the system configuration;</li> <li>▪ Actively participate in the full implementation of the Accela Civic Platform solution.</li> </ul>
<b>Organization Change Management Agent</b>	<p>Accela does not provide Change Management services as it relates to Organizational Change Management (OCM). It supports the OCM objectives by supplying technical training, content for awareness meetings, demonstrations to user groups during the project, but it finds the most success for the Health District to own the OCM objectives.</p> <p>Accela helps the OCM team with the following:</p> <ul style="list-style-type: none"> <li>▪ Define <ul style="list-style-type: none"> <li>♦ Accela Project Manager to coordinate efforts with OCM plan/campaign</li> </ul> </li> <li>▪ Refine <ul style="list-style-type: none"> <li>♦ Provide training to the OCM team through the Core Training Methodology</li> <li>♦ Share Accela’s standard solution workflow process ahead of Gap Analysis workshops to discuss how best to align operational process with technical solution workflow.</li> <li>♦ Provide access to the test environment so the OCM team can become more familiar with the solution.</li> <li>♦ Have a designated OCM representative attend the Accela Solution Gap Analysis sessions to provide input on technical decisions</li> </ul> </li> <li>▪ Develop <ul style="list-style-type: none"> <li>♦ Respond to questions the OCM team may have as the solution continues to be built</li> <li>♦ Have the OCM representative attend Accela conference room check points and functionality verification reviews</li> </ul> </li> <li>▪ Deploy <ul style="list-style-type: none"> <li>♦ An Accela trainer will work with the OCM representative on a plan on how the Accela end user training will be integrated with the OCM campaign</li> </ul> </li> </ul>

## 10.2 Accela Resources

Accela will assign key Professional Services resources for the Project. Accela's Project Manager will be responsible for the coordination of the Accela services team and its interaction with key Health District Resources assigned to the Project. The main roles are as follows:

Accela Resources	Description
<b>Project Executive</b>	<p>The Project Executive oversees the project's progress/direction and works with the Project Manager to ensure efficiency, consistency and quality in delivery of Accela implementations. The Project Executive actively participates in a project director/executive role. The Project Executive will meet with Health District Executives monthly or upon request throughout the duration of the project.</p>
<b>Project Manager</b>	<p>The Accela Project Manager is responsible for the overall project management and works directly with the client throughout all aspects of Accela implementations: from the initial scoping, planning, staffing to delivery. The Project Manager undertakes the project administration tasks including:</p> <ul style="list-style-type: none"> <li>▪ Project plan management</li> <li>▪ Change order management</li> <li>▪ Issue log management and escalation</li> <li>▪ Status reporting</li> <li>▪ Project workspace management</li> <li>▪ Resources management</li> <li>▪ Work plan management</li> <li>▪ Meetings management</li> <li>▪ Project review with Project Executive</li> </ul>
<b>Senior Implementation Consultant</b>	<p>The Senior Implementation Consultant assigned to the project will have major experience in the business process as well as the product functionality and is responsible for:</p> <ul style="list-style-type: none"> <li>▪ Business analysis activities: Mapping the client's business processes and requirements to the functionality of Accela's products and the creation of solution design,</li> <li>▪ Leading system configuration activities,</li> <li>▪ Providing training/mentoring to Health District staff,</li> <li>▪ Recommend industry best practices to Health District to enhance business processes,</li> <li>▪ Guide Health District on how best to configure the system based on past experiences and software expertise.</li> </ul>
<b>Implementation Consultant</b>	<p>Implementation Consultant resources support the project and typically focus on the following tasks.</p> <ul style="list-style-type: none"> <li>▪ The configuration of the system to match the System Configuration document.</li> <li>▪ Build activities within the project, such as conversion data mapping, creation of reports and interface specification.</li> </ul>

Accela Resources	Description
<b>Technical Consultant</b>	Accela Technical Consultants are involved in all areas that require knowledge of server-side considerations and Accela add-on products such as: <ul style="list-style-type: none"><li>▪ Application installation and setup (Accela Civic Platform, Accela GIS, Accela Wireless, and Accela Citizen Access),</li><li>▪ Report definition and creation,</li><li>▪ Event Manager Script definition and programming,</li><li>▪ Database Conversions and data mapping assistance,</li><li>▪ Interface specifications and development.</li></ul>
<b>Training Consultant</b>	Training Consultants are responsible for Accela Training classes with assistance from Implementation consultants, depending on the nature of the specific project.



## 11 Appendix H, Defect Definitions

1. **Implementation Defect (Defect)** – Implementation Defects relate to elements configured or built as part of the project such as record configuration, workflow configuration, business rules/automations, custom interfaces, and reports. An issue is considered an Implementation Defect when the software is not behaving as per the approved software version (e.g., development stage complete). Data Conversion issues are considered Implementation Defects if the data was available in the proper format via the source data file but is not converted as defined in the approved Data Mapping document and as executed in the previously approved final mock run.
2. **Product Defect** – Product Defects are to errors due to unexpected behavior within the Accela Platform source code. A Product Defect cannot be resolved through configuration changes and requires a new product release or hotfix/patch.
3. Non-Defect Issue Examples
  - a. **Change** – Modifications or additions to the approved specification are considered changes. Examples include:
    - i. Changes to record configuration, new or changes to custom fields, changes to workflow configuration, new or changed expressions, new automation scripts, addition of business rules to existing automation script to account for previously un-documented exception cases or new requirements
    - ii. Addressing a Product Defect or product limitation via configuration changes (implementing a work around)
    - iii. New report or change to existing report format, queries, or business logic
    - iv. New interface or new transaction for existing interface or change to existing interface business logic
  - b. **New Requirement** – Previously undocumented business need driving additions or changes to the configuration is considered a new requirement
  - c. **Conversion Source Data Issue** – Data cleansing issues such as data that is incomplete, erroneously formatted, or misplaced due to data errors found in the source data set often lead to undesirable or unexpected product behavior or system errors
  - d. **3<sup>rd</sup> Party Product Issue** – Issues related to 3<sup>rd</sup> party system errors or results returned from a 3<sup>rd</sup> party system back to Accela through an interface. E.g., data in APO dataset is not up to date and causing errors in Accela or an error in the Financial system is leading to Accela transaction reconciliation problems
  - e. **Product Enhancement** – The Accela product does not current include or support the desired feature
  - f. **Training Issue** – The end user reported a problem that is attributed to user error



- g. **Infrastructure Issue** – The issue is rooted in Health District infrastructure or environment settings (such as server hardware/software, network infrastructure, security software/settings, end user hardware/software)

## 11.2 Definition of Defect, Defect Severities

An Implementation Defect relates to elements configured or built as part of the project such as record configuration, workflow configuration, scripts/automations, custom interfaces, and reports. An issue is considered an Implementation Defect when the software is not behaving as per the approved software version (Build stage complete). Data Conversion issues are considered Implementation Defects if the data was available in the proper format via the source data file but is not converted as defined in the approved Data Mapping document and as executed in the previously approved final mock run.

Severity Level	Description
<p><b>Critical</b></p>	<p>This is a “must fix” problem, a “showstopper.” The problem is causing a major system error, fatal error, serious database corruption, serious degradation in performance, major feature malfunction, or is preventing a major business goal from being realized. The problem does not have a workaround that is reasonably acceptable to the corresponding end-users.</p> <p>Examples:</p> <ol style="list-style-type: none"> <li>1. The Address, Parcel, Owner search is not returning any results which means an Applicant or Staff cannot submit a record because the Parcel is required and requires validation with the Health District’s GIS system.</li> <li>2. An error is displaying when trying to select the submit button during Intake which is preventing the Record from being created. The error message is not providing any direction to the user other than contact your system administrator.</li> <li>3. The Payment Interface is down which would not allow the online records from being created and the back-office staff would not be able to proceed with workflow due to business rules preventing the advance of workflow if there are outstanding fee due.</li> </ol>
<p><b>High</b></p>	<p>This is a problem that is causing significant loss of feature functionality, but the system can recover from the problem and it does not cause total collapse of the system. The system does not meet a business goal or a portion of a business goal; performance degradation is minor, but not within established exit criteria; or minor database issues may exist (e.g., single rows or fields may be locked). The problem does have a workaround that is reasonably acceptable to the corresponding end-users.</p> <p>Examples:</p> <ol style="list-style-type: none"> <li>1. Fees are wrongly being applied to records based on business rules or configuration. The workaround would require business rules (scripts) to be disabled and staff would manually apply fees or staff voiding fees or refunding fees if duplication is occurring.</li> </ol>

Severity Level	Description
	<ol style="list-style-type: none"> <li>2. Notification going to citizens where the URL for the online portal, the Record ID, Decision, or attachments are missing. The workaround, Staff would take more calls around the notification received by the citizen.</li> <li>3. Notification being sent to an incorrect contact on the record. The workaround, Staff would take more calls around the notification received by the citizen.</li> <li>4. Incorrectly activating a workflow task status, for example where the task was not activated or based on business rules closing the workflow task. The workaround, Supervisor would need to override the workflow task status to activate the correct workflow task to proceed with the application life cycle.</li> <li>5. Workflow assignment is either not assigning to the correct department or is not assigning to a department (i.e. department would be blank). The workaround, Supervisors or Managers would need to use the Unassigned Reviews report for workflow assignment.</li> <li>6. A Notification going to one of the contacts identified as recipient, but not all (for example going to the Applicant, but not the Owner). The workaround, Staff would take more calls around the notification not received by the citizen</li> </ol>
<b>Medium</b>	<p>This is a problem that is causing minor loss of feature functionality. Optional workarounds are acceptable but causing significant efficiency loss. Problem is cosmetic, but public facing and deemed Go-Live critical.</p> <p>Examples:</p> <ol style="list-style-type: none"> <li>1. Notification going to citizens where Assigned Reviewer, Address, or Contact Types is missing. The workaround, Staff would take more calls around the notification received by the citizen.</li> <li>2. Notification going to one of the contacts identified as recipient, but not all (for example going to the Applicant, but not the Owner). MUST be going to Applicant to be considered medium. The workaround, Staff would take more calls around the notification not received by the citizen.</li> <li>3. Workflow assignment for the round-robin is incorrectly assigning staff users. The workaround, Staff assigned to the record would need to re-assign the workflow to the appropriate Staff</li> <li>4. Incorrectly setting due dates in the workflow based on defined business rules. The workaround, Staff would need to manually set the due date.</li> <li>5. Required element such as document types, contacts, or custom fields are allowing the user to proceed w/out having met the requirement. The workaround, Staff would need to validate all required elements and if one was missing use the workflow task status of "Additional Information Required" to have the user provide the required information to proceed with the application process.</li> </ol>
<b>Low</b>	<p>This is a problem that is causing minor loss of feature functionality. Optional workarounds reasonably acceptable to the corresponding end-users are available with minor efficiency loss. Minor issues, misspellings, cosmetic changes, etc.</p> <p>Examples:</p> <ol style="list-style-type: none"> <li>1. Misspellings on instructions, data elements, report content, or notifications content.</li> <li>2. Font inconsistencies, if data elements or online portal language is written in different fonts in different sections.</li> <li>3. Inconsistency with Console configuration between departments, for example the record selection where there is the drop down rather than the decision tree or constraint within the defined filter is not displaying the entire defined criteria.</li> </ol>



**ACCELA SUBSCRIPTION SERVICES AGREEMENT  
C2100037**

This Accela Subscription Services Agreement (this “**Agreement**”) is entered into as of the date of the applicable Order, as defined below, that incorporates these terms (the “**Effective Date**”) by and between Accela, Inc. and Southern Nevada Health District (“**Customer**”).

**1. DEFINITIONS**

- 1.1. “**Accela Systems**” means the information technology infrastructure used by or on behalf of Accela in performing the Subscriptions Services, including all computers, software (including but not limited to Accela Software), hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Accela or its third party suppliers.
- 1.2. “**Aggregate Data**” means data and information related to Customer's use of the Subscription Services, including anonymized analysis of all data processed in the Subscription Services, that is used by Accela in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of the Services.
- 1.3. “**Authorized User**” means one named employee, contractor or agent of Customer (each identified by a unique email address) for whom Customer has purchased a subscription to the Subscription Services and who is authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement.
- 1.4. “**Consulting Services**” means packaged or time and materials consulting, review, training or other services (but excluding Subscription and Support Services) delivered by Accela to Customer pursuant an Order. A description of the current Consulting Services Description & Policy is available at [www.accela.com/terms](http://www.accela.com/terms).
- 1.5. “**Customer Data**” means the content, materials, and data that Customer, Authorized Users, and External Users enter into the Subscription Services. Customer Data does not include any component of the Subscription Services, material provided by or on behalf of Accela, or Aggregate Data.
- 1.6. “**Documentation**” means the then-current technical and functional user documentation in any form made generally available by Accela for the Subscription Services.
- 1.7. “**External Users**” means third party users of the Subscription Services that access the public-facing interfaces of the Subscription Services to submit queries and requests to facilitate communications between such third party and Customer.
- 1.8. “**Intellectual Property Rights**” means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.
- 1.9. “**Order**” means an Accela order form or other mutually acceptable document fully executed between Customer and Accela that incorporates this Agreement.
- 1.10. “**Service Availability Policy**” means the service availability and security polices located at [www.accela.com/terms](http://www.accela.com/terms).
- 1.11. “**Subscription Services**” means the civic administration services, comprised of the Accela System, Software, and Support Services, to which Customer may license access to in accordance with the terms herein.
- 1.12. “**Software**” means any software (including client software for Authorized Users’ devices) and Documentation that Accela uses or makes available as part of the Subscription Services.
- 1.13. “**Support Services**” means those technical and help services provided by Accela in accordance with the Support Services Policy located at [www.accela.com/terms](http://www.accela.com/terms).
- 1.14. “**Subscription Period**” means the duration of Customer’s authorized use of the Subscription Services as designated in the Order.

**2. USAGE AND ACCESS RIGHTS**

- 2.1. Right to Access. Subject to the terms and conditions of this Agreement, Accela hereby grants to Customer a limited, non-exclusive, non-transferable right and license during the Subscription Period, to permit: (i) Authorized Users to access and use the internal and administrative interfaces of the Subscription Services in accordance with the Documentation to support Customer’s internal business purposes and (ii) its External Users the ability to access and use the publicly available interfaces to submit requests and information to Customer. Each instance of the Subscription Service shall be provisioned with the amount of storage set forth in the Order and additional storage may be purchased at the then-current rates.



2.2. Support Services & Availability. During the Subscription Period, Accela shall provide to Customer the Support Services specified in the Order and shall make all commercially reasonable efforts to attain the service levels specified in the applicable policies. The remedies set forth in the Support Services & Service Level Policies are the sole and exclusive remedies for any breach of the service levels. Customer grants Accela a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into its software or services any suggestions or other feedback provided by Customer or Authorized Users relating to the operation or features of the Subscription Services.

2.3. Consulting Services. Customer may purchase Consulting Services from Accela by executing an Order for such services. All prices are exclusive of travel and expenses, which will be invoiced at actual cost, without markup, and will comply with the Accela's services policies then in effect or as otherwise agreed in the applicable Order. If applicable, one Consulting Services day shall be equal to eight (8) hours.

2.4. Restrictions on Use. Customer shall not, and shall not permit others to, (i) use or access the Subscription Services in any manner except as expressly permitted by the Agreement, including but not limited to, in a manner that circumvents contractual usage restrictions set forth in this Agreement; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided herein; (iii) use the Subscription Service in a way that; (a) violates or infringes upon the rights of a third party; or (b) stores or transmits libelous, tortious, or otherwise unlawful material or malicious code or viruses; (iv) create derivative works, reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services (except to and only to the extent such rights are proscribed by law); (v) interfere with or disrupt the security, integrity, operation, or performance of the Subscription Services; (vi) access, use, or provide access or use to the Subscription Services or Documentation for the purposes of competitive analysis or the development, provision, or use of a competing software, SaaS or product or any other purpose that is to Accela's detriment or commercial disadvantage, (vii) provide access to the Subscription Services to competitors of Accela, (viii) access or use components of the Subscription Service not licensed by Customer; (ix) use or allow the use of the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 12.3); (x) remove, delete, alter or obscure any trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Subscription Services; or (xi) access or use the Subscription Services in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Subscription Services could lead to personal injury or severe physical or property damage.

2.5. Ownership. Accela retains all Intellectual Property Rights, including all rights, title and license to the Subscription Service, Software, Accela System, Support Services, Consulting Services, and Aggregate Data, any related work product of the foregoing and all derivative works thereof by whomever produced; provided however, that to the extent such materials are delivered to Customer as part of the Subscription, Consulting or Support Services then Customer shall receive a limited license consistent with the terms of Section 2 to use such materials during the Subscription Period.

2.6. Customer's Responsibilities. Customer will (i) be responsible for meeting Accela's applicable minimum system requirements for use of the Subscription Services set forth in the Documentation; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer) occurring under Customer's account; (iii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data; (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Services and Customer Data under its account, and notify Accela promptly of any such unauthorized access or use, and; (v) use the Subscription Services only in accordance with the applicable Documentation, laws and government regulations.

### **3. PAYMENT TERMS**

3.1. Purchases Directly from Accela. Except as otherwise set forth in an Order, Subscription fees shall be invoiced annually in advance and such fees shall be due and payable on the first day of the Subscription and on each anniversary thereafter for each renewal, if any. All other invoices shall be due and payable net 45 from the date of the applicable invoice. All amounts payable to Accela under this Agreement shall be paid by Customer in full without any setoff, deduction, debit, or withholding for any reason. Customer is a governmental tax-exempt entity and shall not be responsible for sales and use taxes associated with Subscription fees. Customer will provide valid tax exemption certificate(s) for any and all taxes for which Customer is exempt upon execution of this Agreement.

3.2. Purchases from Authorized Resellers. In the event that Customer has purchased any products or services through



a reseller, subject to these terms, any separate payment arrangements and terms shall be exclusively through such reseller and Accela is not a party to such transactions. Accela's sole obligations are set forth herein and Customer acknowledges that its rights hereunder may be terminated for non-payment to such third party.

#### **4. CONFIDENTIALITY**

As used herein, "**Confidential Information**" means all confidential information disclosed by a one party to this Agreement to the other party of this Agreement whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party, (ii) was known to the receiving party prior to its disclosure without breach of any obligation owed to the disclosing party, (iii) is received without restriction from a third party without breach of any obligation owed to the disclosing party, or (iv) was independently developed by the receiving party. Each party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information except as permitted herein, and will limit access to Confidential Information to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound to protect such Confidential Information consistent with this Agreement. The receiving party may disclose Confidential Information if it is compelled by law to do so, such as compliance with Nevada's Public Records Act pursuant to Nevada Revised Statutes, Chapter 239, provided the receiving party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's request and cost, to contest, limit, or protect the disclosure.

#### **5. CUSTOMER DATA**

5.1. Ownership. Customer reserves all its rights, title, and interest in and to the Customer Data. No rights are granted to Accela hereunder with respect to the Customer Data, except as otherwise set forth explicitly in Section 5. Customer will retain ownership of all Customer's Confidential Information and Customer's Intellectual Property.

5.2. Usage. Customer shall be responsible for Customer Data as entered in to, applied or used in the Subscription Services. Customer acknowledges that Accela generally does not have access to and cannot retrieve lost Customer Data. Customer grants to Accela the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for Accela:

(i) to provide the Subscription Services; (ii) to verify Customer's compliance with the restrictions set forth in Section 2.4 (Restrictions) if Accela has a reasonable belief of Customer's non-compliance; and (iii) as otherwise set forth in this Agreement. Accela may utilize the information concerning Customer's use of the Subscription Services (excluding any use of Customer's Confidential Information) to improve Subscription Services, to provide Customer with reports on its use of the Subscription Services, and to compile aggregate statistics and usage patterns by customers using the Subscription Services.

5.3. Use of Aggregate Data. Customer agrees that Accela may collect, use and disclose Aggregate Data derived from the use of the Subscription Services for industry analysis, benchmarking, analytics, marketing and other business purposes. All Aggregate Data collected, used and disclosed will be in aggregate form only and will not identify Customer, its Authorized Users or any third parties utilizing the Subscription Services.

#### **6. WARRANTIES AND DISCLAIMERS**

6.1. Accela Subscription Services Warranty. During the Subscription Period, Accela warrants that Subscription Services shall perform materially in accordance with the applicable Documentation. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to (a) repair the Subscription Services in question; (b) replace the Subscription Services in question with those of substantially similar functionality; or (c), after making all commercially reasonable attempts to do the foregoing, terminate the applicable Subscription Services and refund all unused, prepaid fees paid by Customer for such non-compliant Subscription Services.

6.2. If Accela does not attempt to remedy any material error or malfunction or otherwise provide a workaround acceptable to Customer within thirty (30) calendar days of receiving Customer notification in writing of the material error or malfunction, then Customer may terminate the Agreement for material breach in accordance with Section 11.

6.3. Consulting Services. For ninety (90) days from the applicable delivery, Accela warrants that Consulting Services





shall be performed in a professional and workmanlike manner. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to (a) re-perform the Consulting Services in a compliant manner; or, after making all commercially reasonable attempts to do the foregoing (b) refund the fees paid for the non-compliant Consulting Services.

6.4. **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCELA MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SECURITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6.5. **Cannabis-Related Activities.** If Customers purchases any Subscription Services for use with any cannabis-related activities, the following additional disclaimers shall apply: Accela is considered a software service provider to its customers and not a cannabis-related business or agent thereof. In addition to the foregoing, Accela only retains Subscription Services fees of this Agreement from its Customer for general software services, a state or local government agency, and does not retain these fees from any type of External Users. It is the sole responsibility of the Customer to offer state law compliant services, which may be coordinated and facilitated through the use of the Subscription Services. Accela makes no representations, promises, or warranties with respect to the legality, suitability, or otherwise regarding any third-party provider, including partners, and have no responsibility or liability with respect to services provided to Customer by such third parties.

**7. INDEMNIFICATION.** Accela will defend (or at Accela's option and with Customer's written approval, settle) any third-party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Subscription Services, as furnished by Accela hereunder, infringes or misappropriates the Intellectual Property Rights of any third-party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided that Customer provides (a) Accela notice of such claim as soon practical and in no event later than would reasonably permit Accela to respond to such claim, (b) reasonable cooperation to Accela, at Accela's expense, in the defense and/or settlement of such claim and (c) Accela the sole and exclusive control of the defense, and litigation of such claim. Accela will obtain Customer's written approval prior to effecting settlement of such claim, which shall not be unreasonably withheld. In the event that Accela reasonably believes, in its sole discretion, that such claim may prevail or that the usage of the Subscription Services may be joined, Accela may seek to (a) modify the Subscription Services such that it will be non-infringing (provided such modification does not materially reduce the functionality or performance of Customer's installed instance); (b) replace the Subscription Services with a service that is non-infringing and provides substantially similar functionality and performance; or, if the first two options are not commercially practicable, (c) terminate the remainder of the Subscription Period and refund any, pre-paid, unused fees received by Accela. Accela will have no liability under this Section 7 to the extent any claims arise from (i) any combination of the Subscription Services with products, services, methods of a third party;

(ii) a modification of the Subscription Services that were either implemented by anyone other than Accela or implemented by Accela in accordance with Customer specifications; (ii) any use of the Subscription Services in a manner that violates this Agreement or the instructions given to Customer by Accela; (iii) a version of the Subscription Services other than the current, fully patched version, provided such updated version would have avoided the infringement; (iv) Customer's breach of this Agreement. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF ACCELA AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS RELATED TO THIS AGREEMENT.

#### **8. LIMITATION OF LIABILITY**

EXCEPT FOR LIABILITY ARISING OUT OF EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY OR CUSTOMER'S BREACH OF SECTION 2, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT. EXCEPT FOR LIABILITY ARISING OUT OF CUSTOMER'S BREACH OF SECTION 2 OR EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE



OF OR INABILITY TO USE THE SUBSCRIPTION SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

#### **9. SECURITY**

Accela has implemented commercially viable and reasonable information security processes, policies and technology safeguards to protect the confidentiality and integrity of Customer Data, personal data protect against reasonably anticipated threats. Customer acknowledges that, notwithstanding security features of the Subscription Services, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi-governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 6, Accela will have no liability for any such security breach. Customer further acknowledges that the Subscription Services is not guaranteed to operate without interruptions, failures, or errors. If Customer or Authorized Users use the Subscription Services in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks to the extent permitted by law and will indemnify Accela and hold it harmless against those risks.

#### **10. THIRD PARTY SERVICES**

Customer may choose to obtain a product or service from a third-party that is not directly produced by Accela as a component of the Subscription Services (“**Third Party Services**”) and this may include third-party products resold by Accela. Accela assumes no responsibility for, and specifically disclaims any liability, warranty or obligation with respect to, any Third-Party Service or the performance of the Subscription Services (including Accela’s service level commitment) when the Subscription Services are used in combination with or integrated with Third-Party Services.

#### **11. TERM AND TERMINATION**

11.1. Agreement Term. This Agreement shall become effective on the Effective Date and shall continue in full force and effect until the expiration of any Subscription Periods set forth in an applicable Order governed by the Agreement.

11.2. Subscription Periods & Renewals. Subscription Periods begin as specified in the applicable Order and, unless terminated earlier in accordance with this Agreement, and will continue for the Initial Term specified therein, and for any subsequent Order Renewal Terms. Except as otherwise specified in the applicable Order, (a), Orders may only be cancelled or terminated early in accordance with this Section 11. Subscription Services renewals may be subject to an annual increase, for which Accela shall provide Customer notice ninety (90) days prior to the renewal of the Subscription Term. In the event of any non-renewal or other termination, Customer’s right to use the Subscription Services will terminate at the end of the relevant Subscription Period.

11.3. Allocation of Funds. This Agreement and any applicable Orders governed by the Agreement are subject to the availability of funding and shall be terminated immediately, if for any reason, state and/or federal funding ability, or grant funding budgeted to satisfy this Agreement or applicable Orders is withdrawn, limited or impaired.

11.4. Termination or Suspension for Cause. A party may terminate this Agreement and Subscription Services license granted hereunder for cause upon thirty (30) days’ written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. Either party may terminate immediately if the other party files for bankruptcy or becomes insolvent. Accela may, at its sole option, suspend Customer’s or any Authorized User’s access to the Subscription Services, or any portion thereof, immediately if Accela: (i) suspects that any person other than Customer or an Authorized User is using or attempting to use Customer Data; (ii) suspects that Customer or an Authorized User is using the Subscription Services in a way that violates this Agreement and could expose Accela or any other entity to harm or legal liability; (iii) is or reasonably believes it is required to do so by law or court order or; (iv) Customer’s payment obligations are more than ninety (90) days past due, provided that Accela has provided at least thirty (30) days’ notice of such suspension for delinquent payment. Should Customer terminate this Agreement for cause, Accela will refund a pro-rata portion of unused, pre-paid fees.

11.5. Effect of Termination. If this Agreement expires or is terminated for any reason: (i) within thirty (30) calendar days following the end of Customer’s final Subscription Period, upon Customer’s request Accela will return Customer Data and associated documents to Customer in a database dump file; provided that Customer pays (a) all costs of and associated with such copying, as calculated at Accela’s then-current time-and-materials rates, and (b) any and all unpaid amounts relating to this Agreement due to Accela; (ii) licenses and use rights granted to Customer with respect to Subscription Services and intellectual property will immediately terminate; and



(iii) Accela's obligation to provide any further services to Customer under this Agreement will immediately terminate, except as mutually agreed. If the Subscription Services are nearing expiration date or are otherwise terminated, Accela will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Accela. Accela's current DataStorage Policy can be accessed [www.accela.com/terms/](http://www.accela.com/terms/).

11.6. Survival. Sections 2.5 (Ownership and Proprietary Rights), 4 (Confidentiality), 6.3 (Disclaimer), 8 (Limitation of Liability), 11.4 (Effect of Termination), 11.5 (Surviving Provisions), and 12 (General Provisions) will survive any termination or expiration of this Agreement.

## **12. GENERAL**

12.1. Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) three days after sending registered, return receipt requested, post or; (iii) one day after sending by commercial overnight carrier. Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Subscription Services.

Customer Notices will be sent to:  
Southern Nevada Health District  
Contract Administrator, Legal Department  
280 S. Decatur Blvd.  
Las Vegas, NV 89106

12.2. Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of Nevada without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the subject matter of this Agreement will be the state and federal courts located in Clark County, Nevada and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

12.3. Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Further, in connection with the services performed under this Agreement and Customer's use of the Subscription Services, the Parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes and regulations.

12.4. Assignment. Neither Party may assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of the other Party, which shall not be unreasonably withheld. Any attempted assignment or transfer, without such consent, will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.5. Publicity. Notwithstanding anything to the contrary, upon prior written authorization by the other Party, each party will have the right to publicly announce the existence of the business relationship between parties without disclosing the specific terms of the Agreement.

12.6. Statement of Eligibility. Each Party acknowledges to the best of its knowledge, information, and belief, and to the extent required by law, neither it nor any of its respective employees/contractors is/are: i) currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; and ii) has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320a-7(a).

12.7. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. Facsimile or electronic transmissions of documents and signatures shall have the same force and effect as originals.

12.8. Miscellaneous. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect. Accela will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Accela. This





Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties. This Agreement, including any attachments hereto as mutually agreed upon by the Parties, constitute the entire agreement between the Parties concerning its subject matter and supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in any of Customer's purchase order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

In WITNESS WHERE OF, the parties have indicated their acceptance of the terms of this Agreement by their signatures below

**ACCELA, INC.**

**SOUTHERN NEVADA HEALTH DISTRICT**

Signature: \_\_\_\_\_

Signature By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Fermin Leguen, MD, MPH

Title: \_\_\_\_\_

Title: Acting Chief Health Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Heather Anderson-Fintak, Esq.  
Associate General Counsel  
Southern Nevada Health District



2633 Camino Ramon, Suite 500  
San Ramon, CA 94583

Proposed by: Brandon Tolle  
Contact Phone: (850) 879-2166  
Contact Email: btolle@accela.com  
Quote ID: Q-20071  
Effective Date: 11/30/2020  
Currency: USD

## ORDER FORM

### Address Information

**Bill To:**

Southern Nevada Health District  
PO Box 3902  
Las Vegas, Nevada 89127  
United States

**Ship To:**

Southern Nevada Health District  
280 S. Decatur  
Las Vegas, Nevada 89107  
United States

Billing Contact: Accounts Payable  
Billing Phone: (702) 759-1000  
Billing Email Address: ap@snhd.org

### Services

Initial Term Services	Start Date	End Date	Term (Mths)	Unit Price	Quantity	Total Price
Enhanced Reporting Database (with SaaS quote)	11/30/2020	11/29/2021	12	\$39,506.87	1.00	\$39,506.87
Accela Environmental Health - SaaS	11/30/2020	11/29/2021	12	\$1,679.00	181.00	\$303,899.00
					<b>Total</b>	<b>\$343,405.87</b>

Renewal Term #1 Services	Start Date	End Date	Term (months)	Unit Price	Quantity	Total Price
Enhanced Reporting Database (with SaaS quote)	11/30/2021	11/29/2022	12	\$40,692.08	1.00	\$40,692.08
Accela Environmental Health - SaaS	11/30/2021	11/29/2022	12	\$1,729.37	181.00	\$313,015.97
					<b>Total</b>	<b>\$353,708.05</b>

Renewal Term #2 Services	Start Date	End Date	Term (months)	Unit Price	Quantity	Total Price
Enhanced Reporting Database (with SaaS quote)	11/30/2022	11/29/2023	12	\$41,912.84	1.00	\$41,912.84
Accela Environmental Health - SaaS	11/30/2022	11/29/2023	12	\$1,781.25	181.00	\$322,406.45
					<b>Total</b>	<b>\$364,319.29</b>

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## Annual Pricing Summary

Fees	Total Price
Initial Term	\$343,405.87
Renewal Term #1	\$353,708.05
Renewal Term #2	\$364,319.29
Total	\$1,061,433.21

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## Additional Terms

1. No additional or conflicting terms or conditions stated in Customer's order documentation, including purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null.
2. This Order Form is governed by Accela Subscription Services Agreement C2100037.
3. If this Order Form is executed and/or returned to Accela by Customer after the Order Effective Date above, Accela may adjust the Initial Term, Renewal Term #1, and Renewal Term #2 Start Dates and End Dates without increasing the total price based on the date Accela activates the products and provided that the total term length does not change.

### ACCELA

By: \_\_\_\_\_

*(Signature)*

\_\_\_\_\_  
*(Print Name)*

Its: \_\_\_\_\_

*(Title)*

Dated: \_\_\_\_\_

*(Month, Day, Year)*

### CUSTOMER

By: \_\_\_\_\_

*(Signature)*

Fermin Leguen, MD, MPH

\_\_\_\_\_  
*(Print Name)*

Its: Acting Chief Health Officer

\_\_\_\_\_  
*(Title)*

Dated: \_\_\_\_\_

*(Month, Day, Year)*