



**TO:** SOUTHERN NEVADA DISTRICT BOARD OF HEALTH      **DATE:** January 23, 2024

**RE:** *Approval of Accela contract amendments to provide Accela Civic Platform – Environmental Health Software*

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**PETITION #15-25**

**That the Southern Nevada District Board of Health** *approves contract number C2100037, amendments A01, A02, and A03, between the Southern Nevada Health District and Accela for Accela Civic Platform – Environmental Health Software as Service licenses to apply monetary credit, one year of VIP service for no additional fee, and training credits for delayed implementation.*

**PETITIONERS:**

**Fermin Leguen, MD, MPH, District Health Officer** *FL*  
**Cassius Lockett, PhD, Deputy District Health Officer-Operations** *CL*  
**Chris Saxton, MPH-EH, REHS, Director of Environmental Health** *CS*  
**Jason Frame, Chief Information Officer** *JF*

**DISCUSSION:**

This is an extension and revision of the current contract with Accela. Revision of the contract includes \$150,000 monetary credit, one year of VIP service, and 38 training credits provided to SNHD by Accela. Other contract details remain the same as originally approved.

**FUNDING:**

Annual licensing fees are listed below and reflect the \$150,000 credit in Year 1.

Year 1: \$225,248.87

Year 2: \$386,506.34

Year 3: \$398,101.53



9110 Alcosta Blvd, Suite H #3030  
San Ramon, CA, 94583

Proposed by: Caitlin Carter  
Contact Phone: (925) 359 - 3411  
Contact Email: ccarter@accela.com  
Quote ID: Q-34272  
Valid Through: 1/31/2025  
Currency: USD

## Renewal Order Form

### Address Information

#### Bill To:

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

#### Ship To:

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

Billing Name: Jason Frame  
Billing Phone: (702) 759-1641  
Billing Email: frame@snhd.org

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Environmental Health - SaaS	Year 1	2/23/2024	2/22/2025	12	\$1,834.69	181	\$332,078.64
Enhanced Reporting Database (ERD)	Year 1	2/23/2024	2/22/2025	12	\$43,170.23	1	\$43,170.23
Additional Data Storage (500GB per unit)	Year 1	2/23/2024	2/22/2025	12	\$0.00	9	\$0.00
One-Time Customer Satisfaction Credit	Year 1	2/23/2024	2/22/2025	12	(\$150,000.00)	1	(\$150,000.00)
<b>TOTAL:</b>							\$225,248.87

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Environmental Health - SaaS	Year 2	2/23/2025	2/22/2026	12	\$1,889.73	181	\$342,041.00
Enhanced Reporting Database (ERD)	Year 2	2/23/2025	2/22/2026	12	\$44,465.34	1	\$44,465.34
Additional Data Storage (500GB per unit)	Year 2	2/23/2025	2/22/2026	12	\$0.00	9	\$0.00
<b>TOTAL:</b>							\$386,506.34

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Environmental Health - SaaS	Year 3	2/23/2026	2/22/2027	12	\$1,946.42	181	\$352,302.23
Enhanced Reporting Database (ERD)	Year 3	2/23/2026	2/22/2027	12	\$45,799.30	1	\$45,799.30

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Additional Data Storage (500GB per unit)	Year 3	2/23/2026	2/22/2027	12	\$0.00	9	\$0.00
<b>TOTAL:</b>							<b>\$398,101.53</b>

**Pricing Summary**

Period	Net Total
Year 1	\$ 375,248.87
Year 1: One-Time CSAT Credit	(\$150,000.00)
Year 2	\$ 386,506.34
Year 3	\$ 398,101.53
<b>Total</b>	<b>\$ 1,009,856.74</b>

**Renewal Terms/Information:**

General Information	
Governing Agreement(s)	This Order Form, including any OnPrem Licenses, Maintenance and Support, Subscription Services, Enhanced Reporting Database and Managed Application Services will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired, do not apply or have otherwise been terminated, the following terms at <a href="https://www.accela.com/terms/">https://www.accela.com/terms/</a> will govern as applicable, based on the Customer's purchase.

Order Terms	
Order Start Date	Unless otherwise specified in the Special Order Terms: <ul style="list-style-type: none"> <li>• Software Licenses &amp; Subscriptions start on the date of delivery by Accela;</li> <li>• Hosting and Support start on Accela's delivery of the software hosted and/or supported;.</li> </ul>
Order Duration	Unless otherwise specified in the Special Order Terms: <ul style="list-style-type: none"> <li>• Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer's first Subscription purchase.</li> <li>• Any Software Licenses or Hardware are one-time, non-refundable purchases.</li> <li>• Hosting and Support continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months).</li> <li>• Professional Services continue for the duration as outlined in the applicable Statement of Work, Exhibit or the Governing Agreement, as applicable.</li> </ul>
Special Order Terms	This Order Form replaces all previous order forms for the terms listed above and will govern the Software, Maintenance, and/or Services items listed on this Order Form. <ul style="list-style-type: none"> <li>• No additional or conflicting terms or conditions stated in Customer's order documentation, including, without limitation, Customer purchase orders, will be incorporated into or form any part of this order or the governing agreement, and all such additional or conflicting terms are null and void.</li> <li>• For Software Licenses, Accela may terminate this Order Form in the event the Software is phased out across Accela's customer base. In such event, Accela will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Accela generally-available offering with comparable functionality.</li> </ul>

Payment Terms	
Currency	USD
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total above will be issued on the Order Start Date.
Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable <b>net 30 days</b> .
Service Charge	Pricing is based upon payment by ACH or check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check payment.

Special Payment Terms	None unless otherwise specified in this location.
Purchase Order	If Customer requires PO number on invoices, it <b>must</b> be provided below and Customer <b>must</b> provide a copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.
	PO#

Signatures	
Accela, Inc.	Customer
Signature:	Signature by: <span style="color: red;">Signatures to be affixed after approval by Southern Nevada District Board of Health.</span>
Print Name:	Print Name: Fermin Leguen, MD, MPH
Title:	Title: District Health Officer
Date:	Date:



9110 Alcosta Blvd, Suite H #3030  
San Ramon, CA, 94583

Proposed by: Brad Jacobs  
Contact Phone:  
Contact Email: [bjacobs@accela.com](mailto:bjacobs@accela.com)  
Quote ID: Q-34355  
Valid Through: 1/31/2025  
Currency: USD

## Order Form

### Address Information

#### Bill To:

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

#### Ship To:

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

Billing Name: Jason Frame  
Billing Phone: (702) 759-1641  
Billing Email: [frame@snhd.org](mailto:frame@snhd.org)

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Unit - Training		Go Live Date	12 months from Go Live Date	12	\$0.00	38	\$0.00
<b>TOTAL:</b>							\$0.00

**This Order Form is to provide Customer with 38 Training Credits at no charge for a Customer Satisfaction Credit.**

#### 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, including any OnPrem Licenses, Maintenance and Support, and Subscription Services, Enhanced Reporting Database and Managed Application Services will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired, do not apply or have otherwise been terminated, the following terms at <https://www.accela.com/terms/> will govern as applicable, based on the Customer's purchase.
3. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.
4. If Customer has a prior agreement with Accela, and this purchase is co-terming with that prior agreement, if the start date on this Order Form is before the actual delivery date of the purchase, Accela may pro-rate this purchase so that it can co-term with the prior agreement.

5. If this Order Form is executed and/or returned to Accela by Customer after the Order Start Date above, Accela may adjust the Order Start Date and Order End Date without increasing the total price based on the date Accela activates the products and provided that the total term length does not change.

6. Pricing is based upon payment by ACH or check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check payment.

7. Training credits may be used to register Customer's select users for any regularly scheduled live or virtual training event found on the Accela University Calendar located at (<https://accela.arlo.co/w/US/upcoming/>). Additionally, Accela University will offer unlimited access to the entire library of self-paced elearnings for SaaS Civic Platform and Accela Mobile end-users. Customer shall be responsible for all other costs and expenses incurring in connection with the Training.

Signatures	
Accela, Inc.	Customer
Signature:	Signature by: Signatures to be affixed after approval by Southern Nevada District Board of Health
Print Name:	Print Name: Fermin Leguen, MD, MPH
Title:	Title: District Health Officer
Date:	Date:



9110 Alcosta Blvd, Suite H #3030  
San Ramon, CA, 94583

Proposed by: Brad Jacobs  
Contact Phone:  
Contact Email: [bjacobs@accela.com](mailto:bjacobs@accela.com)  
Quote ID: Q-34290  
Valid Through: 1/31/2025  
Currency: USD

## Order Form

### Address Information

#### Bill To:

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

Billing Name: Jason Frame  
Billing Phone: (702) 759-1641  
Billing Email: [frame@snhd.org](mailto:frame@snhd.org)

#### Ship To:

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

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Managed Application Services	Year 1	Go Live Date	12 months from Go Live Date	12	\$0.00	1	\$0.00
<b>TOTAL:</b>							\$0.00

This Order Form is to provide Customer with one year of Managed Application Services at no charge for a Customer Satisfaction Credit. MAS will be delivered in conjunction with Accela Environmental Health go-live.

#### Additional Terms:

1. Notwithstanding anything to the contrary, the MAS is governed by the Managed Application Services Policy at [www.accela.com/terms/](http://www.accela.com/terms/).
2. 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 and void.
3. If this Order Form is executed and/or returned to Accela by Customer after the Order Start Date above, Accela may adjust the Order Start Date and Order End Date without increasing the total price based on the date Accela activates the products and provided that the total term length does not change.
4. Pricing is based upon payment by ACH or check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check.



payment.

Signatures	
Accela, Inc.	Customer
Signature:	Signature by: Signatures to be affixed after approval by Southern Nevada District Board of Health
Print Name:	Print Name: Fermin Leguen, MD, MPH
Title:	Title: District Health Officer
Date:	Date: