# NEBRASKA STATE RECORDS BOARD

June 17, 2020 9:00 A.M.

# \*\*\* Proof of Publication \*\*\*

State of Nebraska) Lancaster County ) SS.

**NE SECRETARY OF STATE** RECORDS MANAGEMENT DIVISION 440 S 8TH STE 210 LINCOLN, NE 68508

ORDER NUMBER 919641

The undersigned, being first duly sworn, deposes and says that she/he is a Clerk of the Lincoln Journal Star, legal newspaper printed, published and having a general circulation in the County of Lancaster and State of Nebraska, and that the attached printed notice was published in said newspaper

successive times(s) the first insertion having been on and thereafter on , 20 and that said newspaper is the legal newspaper under the statues of the State of Nebraska.

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The above facts are within my personal knowledge and are further verified by my personal inspection of each notice in each of said issues.

Subscribed in my presence and sworn to before me on

Notary Public

GENERAL NOTARY - State of Nebraska UVA K. BOONE My Comm. Exp. January 31, 2021

NOTICE OF PUBLIC MEETING
Notice is hereby given that the
public meeting of the Nebraska
State Records Board that was
scheduled for June 3, 2020, at 9:00
AM, Nebraska State Capitol, Room
1510, Lincoln, NE has been rescheduled to June 17, 2020, at 9:00
AM and will be conducted via video
conference. Information regarding
access to the meeting may be
found at: https://staterecordsboard.nebraska.gov.
Since the meeting will be held
electronically, and no quorum of the
public body will be physically
present together, there will be no
public in-person attendance. At
times, the Board may go into closed
session during the meeting as
provided by Neb. Rev. Stat.
84-1410. An agenda, kept continually, shall be available for inspection
online at https://staterecordsboard.nebraska.gov or at the office
of the Secretary of State during
regular business hours.
919641 11 May 28

RECORDS MANAGEMENT

JUN 08 2020

# Meeting

Nebraska State Records Board

DATE OF ACTIVITY

Wednesday, 06/17/2020

LOCATION

Click Zoom Link:

https://us02web.zoom.us/j/623086716

7?

pwd=U2J2N0FQdFE0Uk5NVDBF0Fd4V WdCUT09 Meeting ID: 623 086 7167

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MEETING AGENDA

https://staterecordsboard.nebraska.gov

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MEETING MATERIALS

https://staterecordsboard.nebraska.gov

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NAME

Colleen Byelick Chief Deputy/General

Counsel

**ADDRESS** 

1445 K Street

**Suite 2300** 

Lincoln, NE 68509-4608

**EMAIL** 

colleen.byelick@nebraska.gov

AGENCY WEBSITE

TIME OF ACTIVITY

**NSRB Quarterly Meeting** 

9:00 AM

**DETAILS** 

https://staterecordsboard.nebraska.gov

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# NEBRASKA STATE RECORDS BOARD AGENDA

Video Conference June 17, 2020, 9:00 A.M.

Click Zoom Link:

https://us02web.zoom.us/j/6230867167?pwd=U2J2N0FQdFE0Uk5NVDBFOFd4VWdCUT09

Meeting ID: 623 086 7167

Password: 820063

- 1. CALL TO ORDER, ROLL CALL
- ANNOUNCEMENT OF OPEN MEETINGS ACT
- 3. NOTICE OF MEETING
- 4. Action Item: ADOPTION OF AGENDA
- 5. APPROVAL OF MINUTES

**Action Item:** Approval of March 4, 2020 meeting minutes.

APPROVAL OF FINANCIAL REPORT

Action Item: Approval of March 31, 2020 Cash Fund Balance Report

- 7. PUBLIC COMMENT
- 8. EXECUTIVE DIRECTOR'S REPORT
  - a) REVIEW OF TEMPLATE AGREEMENTS

(Signed by Chairperson Evnen pursuant to Board authority)

- Non-Action Item: EGSLA City of Arapahoe, Village of Doniphan, State Electrical Division, Department of Health and Human Services, Holt County, Commission on Law Enforcement and Criminal Justice, Red Willow County, Secretary of State, and City of Springfield.
- 2. **Non-Action Item:** Business Payment Processing Holt County
- 3. Non-Action Item: PayPort City of Arapahoe, Village of Doniphan
- 4. **Non-Action Item:** Statement of Work (SOW) Accountability and Disclosure Commission, Board of Pardons, Chief Information Officer, and Department of Veterans' Affairs.
- b) REVIEW OF PROJECT STATUS REPORTS.
- NEBRASKA INTERACTIVE REPORTS
  - a) Action Item: Project Priority Report Q1
  - b) General Manager's Report
- DATE FOR NEXT MEETING

September 2, 2020, 9:00 a.m. Nebraska State Capitol, Room 1510

11. ADJOURNMENT

Last Up dated 5/26/2020



# NEBRASKA STATE RECORDS BOARD

# **MINUTES**

# Meeting of March 4, 2020

**Agenda Item 1. CALL TO ORDER, ROLL CALL**. The meeting of the Nebraska State Records Board (NSRB) was called to order by Chairperson Robert B. Evnen at 9:00 a.m. on March 4, 2020, in Room 1510 of the State Capitol, Lincoln, Nebraska.

A Roll Call was taken. The following Board members were present:

Robert B. Evnen, Secretary of State, State Records Administrator and Chairperson;

Lt. Governor Mike Foley, representing the Governor;

Jason Jackson, the Director of Administrative Services

Leslie Donley, representing the Attorney General;

Walter Weir, representing the General Public

Angela Stenger, representing the Media

### Absent

Russ Karpisek, representing the Auditor of Public Accounts; John Murante, State Treasurer Tony Ojeda, representing the Insurance Industry;

# Vacant member positions:

Representative of the Legal Profession Representative of the Libraries Representative the Banking Industry

# Staff in attendance:

Colleen Byelick, Chief Deputy and General Counsel, Secretary of State Tracy Marshall, Recording Clerk

**Agenda Item 2. ANNOUNCEMENT OF OPEN MEETINGS ACT.** After confirming that a quorum was present, the Chairperson announced that in accordance with the Nebraska Open Meetings Act, reproducible written materials to be discussed at the open meeting and a copy of the Nebraska Open Meetings Act are located to the right of the public seating area.

**Agenda Item 3. NOTICE OF MEETING.** The Chairperson announced that public notice of the meeting was duly published in the Lincoln Journal Star on February 4, 2020, and on the state's public

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meeting calendar website. The public notice and proof of publication relating to the meeting will be attached to and made a part of the meeting minutes.

**Agenda Item 4. ADOPTION OF AGENDA.** The Chairperson brought to the Board's attention the adoption of the agenda. Walter Weir moved to adopt the Agenda as presented. Mr. Jackson seconded the motion. Mr. Foley asked if the Agenda could be provided to the Board Members three weeks prior to the meeting. The Chairperson said an attempt would be made to do so, but there may be changes with it coming out that early.

Voting For: Evnen Foley Jackson Donley

Stenger Weir

Voting Against: None

Absent: Karpisek Murante Ojeda

The motion carried.

**Agenda Item 5. APPROVAL OF MINUTES.** The Chairperson asked for a motion to adopt the minutes of the September 18, 2019 meeting. Mr. Jackson moved to adopt the minutes. Mr. Foley seconded the motion. There was no further discussion.

Voting For: Evnen Foley Jackson Donley Stenger

Weir

Voting Against: None

Absent: Karpisek Murante Ojeda

The motion carried.

Agenda Item 6.a. APPROVAL OF FINANCIAL REPORT. Colleen Byelick, Chief Deputy and General Counsel for the Secretary of State provided an overview of the September 30, 2019 and December 31, 2019 Cash Fund Balance reports. Ms. Byelick pointed out the net increase of revenue over expenditures as compared to a year ago. She indicated the increase was predominately due to the change in the contract terms related to the share of the portal fee. The Chairperson explained that a deficit request had been submitted to the legislature to use part of the cash fund to move the state records center due to the expiration of the current lease and concerns with the suitability of the current building for records storage. The Board inquired further about the location of the new records center and the possibility of scanning records. After the discussion concluded, Ms. Stenger moved to approve the September 30, 2019 Cash Fund Balance report. Mr. Foley seconded the motion. There was no further discussion.

Voting For: Evnen Foley Jackson Donley Stenger

Weir

Voting Against: None

Absent: Karpisek Murante Ojeda

The motion carried.

**Agenda Item 6.b. APPROVAL OF FINANCIAL REPORT.** Ms. Donley moved to approve the December 31, 2019 Cash Fund Balance report. Mr. Foley seconded the motion. There was no further discussion.

Voting For: Evnen Foley Jackson Donley Stenger

Weir

Voting Against: None

Absent: Karpisek Murante Ojeda

The motion carried.

**Agenda Item 7. PUBLIC COMMENT.** The Chairperson asked the members of the audience if anyone wished to come forward to provide public comment to the Board. No audience member indicated a desire to provide public comment.

Russ Karpisek arrived 9:30 am.

Agenda Item 8. NEW BUSINESS.

# Agenda Item 8.a. FIRST AMENDMENT TO PORTAL CONTRACT – CONTENT MANAGEMENT RATE (MEADOWLARK WEBSITES)

The Chairperson provided an overview and background information related to the proposed amendment. The Chairperson indicated the purpose of the amendment is to add a classification to the pricing under the agreement with Nebraska Interactive for content management for meadowlark websites at a rate of \$110/hour. The Chairperson provided that Nebraska Interactive has been developing websites using the meadowlark product since 2016 at an \$80/hour rate. The Chairperson explained that Nebraska Interactive had changed their approach to building websites to an agile methodology and was assigning a group of people to create new websites resulting in faster website implementation. The Chairperson indicated that Nebraska Interactive was requesting that the hourly rate for creating these websites be \$110/hour. Four statements of work related to development of new Meadowlark websites were pending due to this change. The Chairperson explained that he had authority to sign statements of work related to website development but thought this issue should be brought to the Board for discussion due to the change in the hourly rate from \$80 to \$110. Ms. Byelick explained that the Board had previously approved the \$80 rate for website content management services.

Mr. Hoffman explained how the company had gone through the Lean Six Sigma training through the Center for Operational Excellence and that through this training had determined to move to the agile team approach for development. Mr. Hoffman explained that with this transition they invested in training to enhance the skills of their team and had put their creative staff members through training in order to participate in the development of projects. My. Hoffman indicated that the result of these changes were a reduction in project development time from nine to twelve months down to three months. Mr. Hoffman

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explained that they are primarily transaction funded and their billing systems are not designed to separate hourly individuals by title and that they looked to charge a flat rate for simplicity purposes.

The Board asked questions about the Meadowlark product and the fee change. Mr. Foley asked why this rate wasn't proposed when the contract was negotiated last year. Mr. Foley also asked about the revenue impact of this change. Mr. Hoffman indicated there would not be a significant revenue impact. Mr. Hoffman indicated that they did not believe it was a change to the structure of the fees as there was a \$110 development rate in the contract.

Mr. Weir moved to approve Agenda Item 8a. Ms. Donley seconded the motion. Mr. Jackson indicated some concern that the rates were negotiated in good faith less than a year ago but indicated that those concerns would be mitigated if the Board could review the rate after a year's time to validate that the change in methodology for delivering the service resulted in actual cost reductions to the State. After further discussion, Mr. Jackson moved to amend the existing motion to include that the proposed rate will be in effect for a period of one year from the date of adoption subject to renewal at the discretion of the Board. The motion was seconded by Ms. Donley.

There was discussion regarding how the Board would evaluate the rate. The Chairperson explained the vote will be on the amendment to the underlying motion, the amendment is that this rate would be effective for one year and subject to the Board's review.

Voting For: Evnen Karpisek Jackson Donley Stenger

Weir

Voting Against: Foley

Absent: Murante Ojeda

The motion carried.

The Chairperson then explained that the Board would now vote on the underlying motion as amended, that underlying motion is to adopt the first amendment to the contract for services set forth in Agenda Item 8a with the amendment that item 11, content management Meadowlark websites rate will be effective for one year from the date of adoption of the motion subject to the review of the Board.

Voting For: Evnen Karpisek Jackson Donley Stenger

Weir

Voting Against: Foley

Absent: Murante Ojeda

The motion carried.

# Agenda Item 9. EXECUTIVE DIRECTOR'S REPORT

**Agenda Item 9.a. REVIEW OF AGREEMENTS.** Ms. Byelick reported to the Board non-action items that had been signed by the Chairperson pursuant to Board authority since the last meeting.

Agenda Item 9.a.1. Ms. Byelick reported that the following Electronic Government Service Level Agreements had been signed by the Chairperson pursuant to Board authority: City of Benkelman, Buffalo County, City of Dakota City, Village of Guide Rock, City of Harvard, City of Indianola, Village of Litchfield, Pawnee County Rural Water District 1, Phelps County, City of Scribner, City of Tecumseh, Upper Big Blue NRD, and City of Wakefield.

**Agenda Item 9.a.2.** Ms. Byelick reported that the following Addenda regarding citizen payment processing services had been signed by the Chairperson pursuant to Board authority: City of Dakota City, City of Harvard, City of Indianola, Lower Platte North NRD, Pawnee County Rural Water District, Sarpy County, City of Tecumseh, Department of Transportation, Upper Big Blue NRD, and City of Wakefield.

**Agenda Item 9.a.3.** Ms. Byelick reported that the following Addenda regarding PayPort services had been signed by the Chairperson pursuant to Board authority: City of Benkelman, Buffalo County, Village of Guide Rock, Village of Litchfield, City of Scribner, Supreme Court, and City of Tecumseh.

**Agenda Item 9.a.4.** Ms. Byelick reported that amendments to statements of work had been signed by the Chairperson pursuant to Board authority for the Department of Revenue and the Secretary of State, and a new statement of work had been signed for the State Patrol.

**Agenda Item 9.a.5.** Ms. Byelick reported that Addendum 17 for the Supreme Court for a court record index had been signed by the Chairperson of the Board.

**Agenda Item 9.b. Review of Project Status Report:** Ms. Byelick presented the Project Status Report. Ms. Byelick indicated that all agencies with outstanding projects open at the end of the third and fourth quarter were contacted and asked to provide feedback regarding their projects with Nebraska Interactive. Ms. Byelick summarized the feedback that was received from the various state agency partners. Ms. Byelick indicated that the Brand Committee had provided some concerns related to two projects currently in progress with Nebraska Interactive.

In response to questions regarding the DMV fleet vehicle licensing service addendum that was adopted at the last meeting, Ms. Byelick distributed additional information from Rhonda Lahm, Director for the Department of Motor Vehicles regarding potential cost savings related to the service.

# Agenda Item 10. NEBRASKA INTERACTIVE REPORTS.

Agenda Item 10.a. Project Priority Report Q3 and Agenda Item 10.b. Project Priority Report Q4: Mr. Hoffman presented the third quarter and fourth quarter project priority reports. Ms. Stenger moved to approve the third quarter and fourth quarter Project Priority Reports, which was seconded by Mr. Weir. There was no further discussion.

Voting For: Evnen Foley Karpisek Jackson Donley

Stenger Weir

Voting Against: None

Absent:	Murante	Ojeda
The motion carr	ied.	
General Manager's Rep Nebraska Interactive, pr	port for the third a rovided additional	nager's Report: Mr. Hoffman provided an overview of the and fourth quarter. Jess Evers, Senior Portfolio Manager for information regarding delays related to the Brand Committee raska Interactive to provide an update at the next meeting on
· ·		<b>EXT MEETING.</b> The Chairperson announced the next NSRB :00 a.m., in Room 1510 of the State Capitol.
Agenda Item 13 a.m.	3. ADJOURNME	<b>ENT.</b> The Chairperson declared the meeting adjourned at 10:43
Robert B. Evnen Secretary of State State Records Administ Chairperson, State Reco		Date

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# **NSRB - CASH FUND BALANCE**

# State Records Board - Revenues & Expenditures & Transfers January 1, 2020 through March 31, 2020

With comparative figures for January 1, 2019 through March 31, 2019 **FY 19-20** 

		Prior Year		Prior Year		Prior Year	Year to Date	Year to Date
	<u>Jan 2020</u>	<u>Jan 2019</u>	<u>Feb 2020</u>	<u>Feb 2019</u>	Mar 2020	Mar 2019	<u>FY 19-20</u>	FY 18-19
Davanuas								
Revenues:	фо <b>г</b> ( <b>07</b> ( 4 (	Φ <b>7.1.1.044</b> .64	#4 <b>9</b> 4 0 00 4 <b>F</b> F	фо <b>гт 10</b> 7.4.5	ф4.4 <b>25.2</b> 00. <b>25</b>	#4 00 <b>≡</b> 000 4 4	#0.404.06 <b>T.F0</b>	ΦΕ 202 4 E 2 20
Sale of Subscriber Services	\$956,276.16	\$744,311.64	\$1,218,084.55	\$857,427.15	\$1,125,299.35	\$1,007,000.14	\$9,494,967.52	\$7,383,153.30
General Business Fees	\$67.00	\$54.00	\$25.00	\$69.00	\$47.00	\$42.00	\$463.00	\$465.29
Driver Records Investment Income	\$845.33 \$2,801.50	\$547.00 \$2,150.96	\$331.00 \$2,802.79	\$361.00 \$2,008.95	\$565.00 \$2,895.26	\$283.00 \$2,017.17	\$4,464.33 \$20,603.31	\$3,753.00
<del>-</del>				. ,	. ,	. ,		\$16,106.96
Total	\$959,989.99	\$747,063.60	\$1,221,243.34	\$859,866.10	\$1,128,806.61	\$1,009,342.31	\$9,520,498.16	\$7,403,478.55
Expenditures:								
State Agency Transfers	\$656,531.64	\$492,061.50	\$866,808.98	\$563,931.57	\$784,785.50	\$699,570.06	\$6,542,977.32	\$4,815,862.65
NIC	\$200,857.28	\$205,605.10	\$236,555.04	\$237,985.31	\$220,604.77	\$257,674.39	\$1,991,323.66	\$2,127,193.05
Grant Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,127,193.03
Personal Services	\$11,348.53	\$9,492.39	\$11,348.56	\$9,492.42	\$11,348.72	\$9,492.61	\$126,240.66	\$85,837.59
Misc. Expense	\$954.62	\$764.54	\$913.06	\$522.37	\$899.93	\$1,038.64	\$11,860.94	\$6,020.38
Total	\$869,692.07	\$707,923.53	\$1,115,625.64	\$811,931.67	\$1,017,638.92	\$967,775.70	\$8,672,402.58	\$7,034,913.67
Total	ψ009,092.07	Ψ101,923.33	φ1,113,023.04	φ011,931.07	Ψ1,017,030.92	ψ907,773.70	ψ0,072,402.30	ψ7,03 <b>1</b> ,913.07
Net Increase (Decrease)	\$90,297.92	\$39,140.07	\$105,617.70	\$47,934.43	\$111,167.69	\$41,566.61	\$848,095.58	\$368,564.88
Transfers Out*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$58,294.00)	(\$510,000.00)
	7	73133	7	7 - 7 - 7	7 0 0 0	7	(400)=1000)	(+0-0,000000)
Fund Balance	\$1,420,017.47	\$868,656.49	\$1,525,635.17	\$916,590.92	\$1,636,802.86	\$958,157.53	\$1,636,802.86	\$958,157.53
-								
Fund Balance-Local Agency	\$539.41	\$526.53	\$540.42	\$527.60	\$541.43	\$528.66	\$541.43	\$528.66
	·		·		·		<u> </u>	
Records Management Cash Fund								
Balance	\$1,420,556.88	\$869,183.02	\$1,526,175.59	\$917,118.52	\$1,637,344.29	\$958,686.19	\$1,637,344.29	\$958,686.19

<sup>\*</sup>LB294 (2019) required \$58,294 be transferred from the Records Management Cash Fund to the Secretary of State Administration Cash Fund on or before June 30, 2020. The transfer was made on July 15, 2019.

# **Summary List Electronic Government Service Level Agreements**

Nebraska Interactive LLC submits these signed Electronic Government Service Level Agreements to the Board. The agreements use the approved template, and replace the original Interagency Agreements signed between these agencies and the Nebraska State Records Board. No action necessary.

New EGSLA	NSRB Chairman Signature
Arapahoe, City of	05/19/2020
Doniphan, Village of	05/15/2020
Electrical Division	05/15/2020
Health & Human Services	05/15/2020
Holt County	05/15/2020
Law Enforcement & Criminal Justice	05/15/2020
Red Willow County	05/15/2020
Secretary of State	05/15/2020
Springfield, City of	05/15/2020

# Electronic Government Service Level Agreement with City of Arapahoe

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company ("the Contractor"), the Nebraska State Records Board (the "NSRB"), and City of Arapahoe, a state governmental entity or political subdivision of Nebraska ("the Partner").

This agreement memorializes supplements to the State of Nebraska Contract between the NSRB and the Contractor ("Master Contract") effective April 1, 2019, which concerns the operation and management of the Portal. This Agreement is subordinate to the Master Contract and is subject to all terms and conditions therein.

WHEREAS, the Partner is a state governmental entity or political subdivision of Nebraska that desires to utilize the Master Contract; and

WHEREAS, the Contractor desires to extend Master Contract services to the Partner.

NOW, THEREFORE, in consideration of the mutual conditions, covenants, and premises contained in this Agreement, the parties agree as follows:

1. PURPOSE – The purpose of this Agreement is to grant the Contractor access and authority to provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support, and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with such services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however*, to the extent the parties desire for the Contractor to provide services to the Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.

# 2. APPLICATION SUPPORT

- a. The Contractor agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering the user's technical questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
- b. The parties agree that the Partner will be responsible for answering all user questions related to the Partner's business processes, as well as the Partner's rules and regulations, policies and procedures applicable to an addendum to this Agreement.
- c. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for the Contractor to provide a high level of customer support. The Partner agrees to supply the Contractor with all information necessary to assist user as indicated above.
- d. The Partner agrees to grant access to information necessary for the Contractor to perform updates or maintenance for electronic access to public records for services set forth in addenda related to this Agreement.
- e. The Partner agrees to update and inform the Contractor on substantive changes in the law relating to electronic services provided by the Contractor.
- 3. CHANGES IN PORTAL Unless there is an agreement otherwise, the parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the Partner's online service. A "material change" is defined as a change that adds to the complexity of

- an application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.
- 4. PARTNER'S FEES The Partner is responsible for correctly calculating any its fees and providing the Contractor those fee calculations. The Contractor will not assume liability for Partner application fee miscalculations that the Partner approved as functionally correct. The Contractor will also not assume liability for the Partner's fee miscalculations due to system errors not caused by any act or omission on the part of the Contractor.
- 5. TECHNOLOGY STANDARD The Contractor shall review the Nebraska Technology Access Standards, found at <a href="http://nitc.nebraska.gov/standards/">http://nitc.nebraska.gov/standards/</a> and ensure that products and/or services provided under the Agreement are in compliance or will comply with the applicable standards.
- 6. CONFIDENTIALITY All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be regarded as confidential information and treated as described in Section I.KK of the Master Contract. All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be handled in accordance with Federal and State Law. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Contractor shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the Contractor's control.
- 7. AGREEMENT REPRESENTATIVES AND NOTICES All matters relating to this Agreement shall be directed to the following persons. Each party may change these designations following written notice from each party to the other party to this Agreement

Mailing address: City of Arapahoe, Mayor

P.O. Box 235

Arapahoe, 68922

Phone:

308-962-5405

Email:

arapcity@atcjet.net

Mailing Address: Nebraska Interactive

1135 M Street, Suite 220

Lincoln, NE 68508

Phone:

402-471-7810

Fax:

402-471-7817

Email:

ne-general-manager@nicusa.com

Mailing Address:

Nebraska State Records Board

Secretary of State

1445 K Street, Suite 2300

Lincoln, NE 68509

Phone: 402-471-1572

Fax: 402-471-3237

# 8. TERMINATION OF AGREEMENT -

a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase "for cause" shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.

- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
  - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
  - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.
- 9. TERM OF AGREEMENT This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.
- 10. RELATIONSHIP OF PARTIES Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.
- 11. CHANGES, MODIFICATIONS OR AMENDMENTS This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.
- 12. MARKETING The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor's promotion of Portal services.
- 13. EXHIBIT SPACE The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.
- 14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)
  - a. INTERFACE AND DATABASE DEVELOPMENT Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.

# b. SWIPE HARDWARE PROVISION AND SUPPORT

i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and

- whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
- ii. The Contractor shall repair or replace any of its defective card swipe hardware provided to the Partner under this Agreement. If required, the Contractor will ship the replacement card-swipe hardware to the Partner within two business days.
- iii. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for providing hardware service support. The Partner agrees to supply the Contractor with all information (within Partner's control) necessary to aid the Contractor in assisting the Partner's staff users at the Service hardware support level agreed above.
- c. COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT The Contractor shall be responsible for all costs in supplying electronic payment reports and payment-transaction confirmation numbers to the user. This includes the cost for the Contractor's interface with the Partner's system in order to provide such electronic payment reports and user payment-transaction confirmation number. Such system shall:
  - i. Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
  - ii. Supply reports to the Partner in an understandable and logical format; and
  - iii. The Contractor's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by the Contractor and Partner, and finally approved by the designated Partner before it is offered to the user.
- d. ONLINE CARD SECURITY To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS"). The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of PCI DSS requirements that the Contractor administers and the requirements that are the Partner's responsibility. If the Partner operates swipe hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e. PAYMENT OF FEES Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by the Contractor. The following outlines the Agreement for these payment methods.
  - i. Credit Card and Electronic Check Payments through State-Selected Processor The Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer

- and disbursed from the State's distributive account to the Contractor within three (3) business days.
- ii. Credit Card and Electronic Check Payments through the Contractor-Selected Processor If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this subsection shall apply in lieu of Section 14(e)(i). The Contractor may use its direct contract with a processor to process such funds and deposit funds in the Contractor's bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of the Contractor receiving such funds. The Contractor shall provide the Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- iii. Return or Chargeback –If a return or chargeback is received, user may incur an additional \$15.00 charge by the Contractor for the recovery of the handling and processing of these returns or chargebacks. The amount charged by the Contractor for the recovery of the handling and processing of these returns or chargebacks is subject to change without notification to the Partner. The Contractor will provide the Partner online access to a report detailing all returns or chargebacks and reasons for the returns or chargebacks on each business day.
- iv. Refunds The Partner will initiate refunds (funds credited back to the customer) up to the amount of the statutory or other fee due to the Partner based on the method provided by the Contractor. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
- v. Credit Card Chargebacks The Contractor will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Contractor is unable to collect funds within 60 days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the State Treasurer or the Contractor. The Partner will then be responsible for any business process needed to recover funds for chargebacks.
- vi. Check Returns Returned checks will be deduct from future Partner Disbursement at the time the return is processed from the State Treasurer or the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
- vii. Fees The Contractor will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- viii. Subscription Services –the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.
- f. RECORDS AND FINANCES All the Contractor's documents and records relating to Electronic Payment transactions made via the Contractor's payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.

- 15. EXISTING SERVICES All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
- 16. ENTIRE AGREEMENT This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
- 17. GOVERNING LAW -The laws and statutes of the State of Nebraska shall govern this Agreement
- 18. SEVERABILITY If a court of competent jurisdiction declares any of this Agreement's terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 19. ORDER OF PRECEDENCE If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
  - a. Any amendments to the Master Contract
  - b. The Master Contract
  - c. An addendum to this Agreement
  - d. This Agreement
- 20. APPLICATION ENGINE TERMS The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the "Application Engine"). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the "Application Engine Object Files"). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
- 21. GOV2GO TERMS If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor's services hereunder, the following terms apply.
  - a. "Gov2Go Platform" is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
  - b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.

- c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
  - (1) Connect the Partner's designated systems or data sources to the Gov2Go Platform,
  - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
  - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
  - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State's payment processor or NIC's payment processor, as applicable,
  - (5) Process all other forms of Electronic Funds Transfer using the State's payment processor or NIC's payment processor, as applicable, and
  - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
- d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
- e. Partner Intellectual Property All intellectual property developed by or provided by the Partner under this Agreement (the "Partner Intellectual Property") shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
- f. The Contractor's Intellectual Property All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the "Contractor's Intellectual Property") shall be the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor's performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.
- g. Ownership of Data Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section III thereof. Any data collected by the Contractor or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by the Contractor, its affiliate, or another governmental entity, as applicable. Partner acknowledges that the Gov2Go Platform is a national product and therefore data will be collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

IN WITNESS WHEREOF, the parties execute this agreement by their duly authorized official or officers listed below.

Nebraska Interactive LLC (The Contractor)  Brent-Hoffman	3/23/20 Date
General Manager	
City of Arapahoe  John E Koller  Mayor	2 4 2020 Date
Nebraska State Records Board (NSRB)	5/19/2020
Secretary of State, Robert B Evnen	Date

Chairperson

# Electronic Government Service Level Agreement with Village of Doniphan

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company ("the Contractor"), the Nebraska State Records Board (the "NSRB"), and Village of Doniphan, a state governmental entity or political subdivision of Nebraska ("the Partner").

This agreement memorializes supplements to the State of Nebraska Contract between the NSRB and the Contractor ("Master Contract") effective April 1, 2019, which concerns the operation and management of the Portal. This Agreement is subordinate to the Master Contract and is subject to all terms and conditions therein.

WHEREAS, the Partner is a state governmental entity or political subdivision of Nebraska that desires to utilize the Master Contract; and

WHEREAS, the Contractor desires to extend Master Contract services to the Partner.

NOW, THEREFORE, in consideration of the mutual conditions, covenants, and premises contained in this Agreement, the parties agree as follows:

1. PURPOSE – The purpose of this Agreement is to grant the Contractor access and authority to provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support, and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with such services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; provided, however, to the extent the parties desire for the Contractor to provide services to the Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.

# 2. APPLICATION SUPPORT

- a. The Contractor agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering the user's technical questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
- b. The parties agree that the Partner will be responsible for answering all user questions related to the Partner's business processes, as well as the Partner's rules and regulations, policies and procedures applicable to an addendum to this Agreement.
- c. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for the Contractor to provide a high level of customer support. The Partner agrees to supply the Contractor with all information necessary to assist user as indicated above.
- d. The Partner agrees to grant access to information necessary for the Contractor to perform updates or maintenance for electronic access to public records for services set forth in addenda related to this Agreement.
- e. The Partner agrees to update and inform the Contractor on substantive changes in the law relating to electronic services provided by the Contractor.

- 3. CHANGES IN PORTAL Unless there is an agreement otherwise, the parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the Partner's online service. A "material change" is defined as a change that adds to the complexity of an application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.
- 4. PARTNER'S FEES The Partner is responsible for correctly calculating any its fees and providing the Contractor those fee calculations. The Contractor will not assume liability for Partner application fee miscalculations that the Partner approved as functionally correct. The Contractor will also not assume liability for the Partner's fee miscalculations due to system errors not caused by any act or omission on the part of the Contractor.
- 5. TECHNOLOGY STANDARD The Contractor shall review the Nebraska Technology Access Standards, found at <a href="http://nitc.nebraska.gov/standards/">http://nitc.nebraska.gov/standards/</a> and ensure that products and/or services provided under the Agreement are in compliance or will comply with the applicable standards.
- 6. CONFIDENTIALITY All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be regarded as confidential information and treated as described in Section I.KK of the Master Contract. All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be handled in accordance with Federal and State Law. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Contractor shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the Contractor's control.
- 7. AGREEMENT REPRESENTATIVES AND NOTICES All matters relating to this Agreement shall be directed to the following persons. Each party may change these designations following written notice from each party to the other party to this Agreement

Mailing address: Village of Doniphan, Board Chairperson

P.O. Box 189

Doniphan, 68832

Phone: 402-845-6609

Email: doniphan@hamilton.net

[Optional] Fax:

Mailing Address: Nebraska Interactive

1135 M Street, Suite 220

Lincoln, NE 68508

Phone: 402-471-7810

Fax: 402-471-7817

Email: ne-general-manager@nicusa.com

Mailing Address:

Nebraska State Records Board

Secretary of State

1445 K Street, Suite 2300

Lincoln, NE 68509

Phone:

402-471-1572

Fax:

402-471-3237

# 8. TERMINATION OF AGREEMENT -

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase "for cause" shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.
- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
  - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
  - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.
- 9. TERM OF AGREEMENT This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.
- 10. RELATIONSHIP OF PARTIES Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.
- 11. CHANGES, MODIFICATIONS OR AMENDMENTS This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.
- 12. MARKETING The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor's promotion of Portal services.
- 13. EXHIBIT SPACE The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.
- 14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)
  - a. INTERFACE AND DATABASE DEVELOPMENT Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view

transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.

# b. SWIPE HARDWARE PROVISION AND SUPPORT

- i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
- ii. The Contractor shall repair or replace any of its defective card swipe hardware provided to the Partner under this Agreement. If required, the Contractor will ship the replacement card-swipe hardware to the Partner within two business days.
- iii. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for providing hardware service support. The Partner agrees to supply the Contractor with all information (within Partner's control) necessary to aid the Contractor in assisting the Partner's staff users at the Service hardware support level agreed above.
- c. COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT The Contractor shall be responsible for all costs in supplying electronic payment reports and payment-transaction confirmation numbers to the user. This includes the cost for the Contractor's interface with the Partner's system in order to provide such electronic payment reports and user payment-transaction confirmation number. Such system shall:
  - i. Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
  - ii. Supply reports to the Partner in an understandable and logical format; and
  - iii. The Contractor's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by the Contractor and Partner, and finally approved by the designated Partner before it is offered to the user.
- d. ONLINE CARD SECURITY To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS"). The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of PCI DSS requirements that the Contractor administers and the requirements that are the Partner's responsibility. If the Partner operates swipe hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e. PAYMENT OF FEES Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by the Contractor. The following outlines the Agreement for these payment methods.

- i. Credit Card and Electronic Check Payments through State-Selected Processor The Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer and disbursed from the State's distributive account to the Contractor within three (3) business days.
- ii. Credit Card and Electronic Check Payments through the Contractor-Selected Processor If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this subsection shall apply in lieu of Section 14(e)(i). The Contractor may use its direct contract with a processor to process such funds and deposit funds in the Contractor's bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of the Contractor receiving such funds. The Contractor shall provide the Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- iii. Return or Chargeback –If a return or chargeback is received, user may incur an additional \$15.00 charge by the Contractor for the recovery of the handling and processing of these returns or chargebacks. The amount charged by the Contractor for the recovery of the handling and processing of these returns or chargebacks is subject to change without notification to the Partner. The Contractor will provide the Partner online access to a report detailing all returns or chargebacks and reasons for the returns or chargebacks on each business day.
- iv. Refunds The Partner will initiate refunds (funds credited back to the customer) up to the amount of the statutory or other fee due to the Partner based on the method provided by the Contractor. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
- v. Credit Card Chargebacks The Contractor will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Contractor is unable to collect funds within 60 days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the State Treasurer or the Contractor. The Partner will then be responsible for any business process needed to recover funds for chargebacks.
- vi. Check Returns Returned checks will be deduct from future Partner Disbursement at the time the return is processed from the State Treasurer or the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
- vii. Fees The Contractor will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- viii. Subscription Services -the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section

II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.

- f. RECORDS AND FINANCES All the Contractor's documents and records relating to Electronic Payment transactions made via the Contractor's payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
- 15. EXISTING SERVICES All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
- 16. ENTIRE AGREEMENT This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
- 17. GOVERNING LAW The laws and statutes of the State of Nebraska shall govern this Agreement
- 18. SEVERABILITY If a court of competent jurisdiction declares any of this Agreement's terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 19. ORDER OF PRECEDENCE If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
  - a. Any amendments to the Master Contract
  - b. The Master Contract
  - c. An addendum to this Agreement
  - d. This Agreement
- 20. APPLICATION ENGINE TERMS The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the "Application Engine"). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the "Application Engine Object Files"). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
- 21. GOV2GO TERMS If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor's services hereunder, the following terms apply.
  - a. "Gov2Go Platform" is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on

the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.

- b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
- c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
  - (1) Connect the Partner's designated systems or data sources to the Gov2Go Platform,
  - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
  - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
  - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State's payment processor or NIC's payment processor, as applicable,
  - (5) Process all other forms of Electronic Funds Transfer using the State's payment processor or NIC's payment processor, as applicable, and
  - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
- d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
- e. Partner Intellectual Property All intellectual property developed by or provided by the Partner under this Agreement (the "Partner Intellectual Property") shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
- f. The Contractor's Intellectual Property All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the "Contractor's Intellectual Property") shall be the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor's performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.
- g. Ownership of Data Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section III thereof. Any data collected by the Contractor or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by the Contractor, its affiliate, or another governmental entity, as applicable. Partner acknowledges that the Gov2Go Platform is a national product and therefore data will be collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

IN WITNESS WHEREOF, the parties execute this agreement by their duly authorized official or officers listed below.

Nebraska Interactive LLC (The Contractor)	
Brent Hoffman	2/26/20 Date
General Manager	
Village of Doniphan	
Jay-D Haile Board Chairperson	2/19/2020 — Date
Nebraska State Records Board (NSRB)	5715/2000
Secretary of State, Robert B Evnen	Date
Chairperson	



# Electronic Government Service Level Agreement with Nebraska State Electrical Division

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company ("the Contractor"), the Nebraska State Records Board (the "NSRB"), and Nebraska State Electrical Division, a state governmental entity or political subdivision of Nebraska ("the Partner").

This agreement memorializes supplements to the State of Nebraska Contract between the NSRB and the Contractor ("Master Contract") effective April 1, 2019, which concerns the operation and management of the Portal. This Agreement is subordinate to the Master Contract and is subject to all terms and conditions therein.

WHEREAS, the Partner is a state governmental entity or political subdivision of Nebraska that desires to utilize the Master Contract; and

WHEREAS, the Contractor desires to extend Master Contract services to the Partner.

NOW, THEREFORE, in consideration of the mutual conditions, covenants, and premises contained in this Agreement, the parties agree as follows:

1. PURPOSE – The purpose of this Agreement is to grant the Contractor access and authority to provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support, and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with such services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; provided, however, to the extent the parties desire for the Contractor to provide services to the Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.

# 2. APPLICATION SUPPORT

- a. The Contractor agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering the user's technical questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
- b. The parties agree that the Partner will be responsible for answering all user questions related to the Partner's business processes, as well as the Partner's rules and regulations, policies and procedures applicable to an addendum to this Agreement.
- c. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for the Contractor to provide a high level of customer support. The Partner agrees to supply the Contractor with all information necessary to assist user as indicated above.
- d. The Partner agrees to grant access to information necessary for the Contractor to perform updates or maintenance for electronic access to public records for services set forth in addenda related to this Agreement.
- e. The Partner agrees to update and inform the Contractor on substantive changes in the law relating to electronic services provided by the Contractor.

- 3. CHANGES IN PORTAL Unless there is an agreement otherwise, the parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the Partner's online service. A "material change" is defined as a change that adds to the complexity of an application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.
- 4. PARTNER'S FEES The Partner is responsible for correctly calculating any its fees and providing the Contractor those fee calculations. The Contractor will not assume liability for Partner application fee miscalculations that the Partner approved as functionally correct. The Contractor will also not assume liability for the Partner's fee miscalculations due to system errors not caused by any act or omission on the part of the Contractor.
- 5. TECHNOLOGY STANDARD The Contractor shall review the Nebraska Technology Access Standards, found at <a href="http://nitc.nebraska.gov/standards/">http://nitc.nebraska.gov/standards/</a> and ensure that products and/or services provided under the Agreement are in compliance or will comply with the applicable standards.
- 6. CONFIDENTIALITY All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be regarded as confidential information and treated as described in Section I.KK of the Master Contract. All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be handled in accordance with Federal and State Law. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Contractor shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the Contractor's control.
- 7. AGREEMENT REPRESENTATIVES AND NOTICES All matters relating to this Agreement shall be directed to the following persons. Each party may change these designations following written notice from each party to the other party to this Agreement

Mailing address: Nebraska State Electrical Division,

**Executive Director** 

1220 Lincoln Mall, Suite 125

Lincoln, 68508

Phone: 402-471-3550

Email: SED.OfficeStaff@nebraska.gov

[Optional] Fax: 402-471-4297

Mailing Address: Nebraska Interactive

1135 M Street, Suite 220

Lincoln, NE 68508

Phone: 402-471-7810

Fax: 402-471-7817

Email: ne-general-manager@nicusa.com

Mailing Address: Nebraska State Records Board

Secretary of State

1445 K Street, Suite 2300

Lincoln, NE 68509

Phone: 402-471-1572 Fax: 402-471-3237

# 8. TERMINATION OF AGREEMENT –

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase "for cause" shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.
- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
  - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
  - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.
- 9. TERM OF AGREEMENT This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.
- 10. RELATIONSHIP OF PARTIES Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.
- 11. CHANGES, MODIFICATIONS OR AMENDMENTS This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.
- 12. MARKETING The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor's promotion of Portal services.
- 13. EXHIBIT SPACE The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.
- 14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)
  - a. INTERFACE AND DATABASE DEVELOPMENT Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the

Partner offices. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.

# b. SWIPE HARDWARE PROVISION AND SUPPORT

- i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
- ii. The Contractor shall repair or replace any of its defective card swipe hardware provided to the Partner under this Agreement. If required, the Contractor will ship the replacement card-swipe hardware to the Partner within two business days.
- iii. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for providing hardware service support. The Partner agrees to supply the Contractor with all information (within Partner's control) necessary to aid the Contractor in assisting the Partner's staff users at the Service hardware support level agreed above.
- c. COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT The Contractor shall be responsible for all costs in supplying electronic payment reports and payment-transaction confirmation numbers to the user. This includes the cost for the Contractor's interface with the Partner's system in order to provide such electronic payment reports and user payment-transaction confirmation number. Such system shall:
  - i. Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
  - ii. Supply reports to the Partner in an understandable and logical format; and
  - iii. The Contractor's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by the Contractor and Partner, and finally approved by the designated Partner before it is offered to the user.
- d. ONLINE CARD SECURITY To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS"). The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of PCI DSS requirements that the Contractor administers and the requirements that are the Partner's responsibility. If the Partner operates swipe hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e. PAYMENT OF FEES Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by the Contractor. The following outlines the Agreement for these payment methods.

- i. Credit Card and Electronic Check Payments through State-Selected Processor The Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer and disbursed from the State's distributive account to the Contractor within three (3) business days.
- ii. Credit Card and Electronic Check Payments through the Contractor-Selected Processor If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this subsection shall apply in lieu of Section 14(e)(i). The Contractor may use its direct contract with a processor to process such funds and deposit funds in the Contractor's bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of the Contractor receiving such funds. The Contractor shall provide the Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- iii. Return or Chargeback –If a return or chargeback is received, user may incur an additional \$15.00 charge by the Contractor for the recovery of the handling and processing of these returns or chargebacks. The amount charged by the Contractor for the recovery of the handling and processing of these returns or chargebacks is subject to change without notification to the Partner. The Contractor will provide the Partner online access to a report detailing all returns or chargebacks and reasons for the returns or chargebacks on each business day.
- iv. Refunds The Partner will initiate refunds (funds credited back to the customer) up to the amount of the statutory or other fee due to the Partner based on the method provided by the Contractor. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
- v. Credit Card Chargebacks The Contractor will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Contractor is unable to collect funds within 60 days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the State Treasurer or the Contractor. The Partner will then be responsible for any business process needed to recover funds for chargebacks.
- vi. Check Returns Returned checks will be deduct from future Partner Disbursement at the time the return is processed from the State Treasurer or the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
- vii. Fees The Contractor will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- viii. Subscription Services -the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section

II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.

- f. RECORDS AND FINANCES All the Contractor's documents and records relating to Electronic Payment transactions made via the Contractor's payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
- 15. EXISTING SERVICES All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
- 16. ENTIRE AGREEMENT This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
- 17. GOVERNING LAW The laws and statutes of the State of Nebraska shall govern this Agreement
- 18. SEVERABILITY If a court of competent jurisdiction declares any of this Agreement's terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 19. ORDER OF PRECEDENCE If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
  - a. Any amendments to the Master Contract
  - b. The Master Contract
  - c. An addendum to this Agreement
  - d. This Agreement
- 20. APPLICATION ENGINE TERMS The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the "Application Engine"). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the "Application Engine Object Files"). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
- 21. GOV2GO TERMS If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor's services hereunder, the following terms apply.
  - a. "Gov2Go Platform" is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on

- the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
- b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
- c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
  - (1) Connect the Partner's designated systems or data sources to the Gov2Go Platform,
  - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
  - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
  - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State's payment processor or NIC's payment processor, as applicable,
  - (5) Process all other forms of Electronic Funds Transfer using the State's payment processor or NIC's payment processor, as applicable, and
  - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
- d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
- e. Partner Intellectual Property All intellectual property developed by or provided by the Partner under this Agreement (the "Partner Intellectual Property") shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
- f. The Contractor's Intellectual Property All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the "Contractor's Intellectual Property") shall be the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor's performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.
- g. Ownership of Data Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section III thereof. Any data collected by the Contractor or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by the Contractor, its affiliate, or another governmental entity, as applicable. Partner acknowledges that the Gov2Go Platform is a national product and therefore data will be collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

IN WITNESS WHEREOF, the parties execute this agreement by their duly authorized official or officers listed below.

Nebraska Interactive LLC (The Contractor)	3/5/20
Brent Hoffman	Date
General Manager	
Nebraska State Electrical Division	
Mo Booker Kevin Booker	3-12-50 Date
Executive Director	
Nebraska State Records Board (NSRB)	5715/2020
Secretary of State, Robert B Evnen	Date

Chairperson

# Electronic Government Service Level Agreement with Department of Health and Human Services

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company ("the Contractor"), the Nebraska State Records Board (the "NSRB"), and Department of Health and Human Services, a state governmental entity or political subdivision of Nebraska ("the Partner").

This agreement memorializes supplements to the State of Nebraska Contract between the NSRB and the Contractor ("Master Contract") effective April 1, 2019, which concerns the operation and management of the Portal. This Agreement is subordinate to the Master Contract and is subject to all terms and conditions therein.

WHEREAS, the Partner is a state governmental entity or political subdivision of Nebraska that desires to utilize the Master Contract; and

WHEREAS, the Contractor desires to extend Master Contract services to the Partner.

NOW, THEREFORE, in consideration of the mutual conditions, covenants, and premises contained in this Agreement, the parties agree as follows:

1. PURPOSE – The purpose of this Agreement is to grant the Contractor access and authority to provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support, and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with such services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided*, *however*, to the extent the parties desire for the Contractor to provide services to the Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.

### 2. APPLICATION SUPPORT

- a. The Contractor agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering the user's technical questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
- b. The parties agree that the Partner will be responsible for answering all user questions related to the Partner's business processes, as well as the Partner's rules and regulations, policies and procedures applicable to an addendum to this Agreement.
- c. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for the Contractor to provide a high level of customer support. The Partner agrees to supply the Contractor with all information necessary to assist user as indicated above.
- d. The Partner agrees to grant access to information necessary for the Contractor to perform updates or maintenance for electronic access to public records for services set forth in addenda related to this Agreement.
- e. The Partner agrees to update and inform the Contractor on substantive changes in the law relating to electronic services provided by the Contractor.
- 3. CHANGES IN PORTAL Unless there is an agreement otherwise, the parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the Partner's online service. A "material change" is defined as a change that adds to the complexity of an application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.

- 4. PARTNER'S FEES The Partner is responsible for correctly calculating any its fees and providing the Contractor those fee calculations. The Contractor will not assume liability for Partner application fee miscalculations that the Partner approved as functionally correct. The Contractor will also not assume liability for the Partner's fee miscalculations due to system errors not caused by any act or omission on the part of the Contractor.
- 5. TECHNOLOGY STANDARD The Contractor shall review the Nebraska Technology Access Standards, found at <a href="http://nitc.nebraska.gov/standards/">http://nitc.nebraska.gov/standards/</a> and ensure that products and/or services provided under the Agreement are in compliance or will comply with the applicable standards.
- 6. CONFIDENTIALITY All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be regarded as confidential information and treated as described in Section I.KK of the Master Contract. All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be handled in accordance with Federal and State Law. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Contractor shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the Contractor's control.
- 7. AGREEMENT REPRESENTATIVES AND NOTICES All matters relating to this Agreement shall be directed to the following persons. Each party may change these designations following written notice from each party to the other party to this Agreement

Mailing address: Department of Health and Human Services, Chief Executive

Officer

301 Centennial Mall South

Lincoln, NE 68509

Phone: 402-471-3121

Email: <u>Dannette.Smith@nebraska.gov</u>

Mailing Address: Nebraska Interactive

1135 M Street, Suite 220

Lincoln, NE 68508

Phone: 402-471-7810 Fax: 402-471-7817

Email: <u>ne-general-manager@nicusa.com</u>

Mailing Address: Nebraska State Records Board

Secretary of State

1445 K Street, Suite 2300

Lincoln, NE 68509

Phone: 402-471-1572 Fax: 402-471-3237

#### 8. TERMINATION OF AGREEMENT -

a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this

Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase "for cause" shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.

- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
  - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
  - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.
- 9. TERM OF AGREEMENT This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.
- 10. RELATIONSHIP OF PARTIES Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.
- 11. CHANGES, MODIFICATIONS OR AMENDMENTS This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.
- 12. MARKETING The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor's promotion of Portal services.
- 13. EXHIBIT SPACE The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.
- 14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)
  - a. INTERFACE AND DATABASE DEVELOPMENT Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
  - b. SWIPE HARDWARE PROVISION AND SUPPORT
    - i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
    - ii. The Contractor shall repair or replace any of its defective card swipe hardware provided to the Partner under this Agreement. If required, the Contractor will ship the replacement card-swipe hardware to the Partner within two business days.
    - iii. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for providing hardware service support. The Partner agrees to supply the

Contractor with all information (within Partner's control) necessary to aid the Contractor in assisting the Partner's staff users at the Service hardware support level agreed above.

- c. COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT The Contractor shall be responsible for all costs in supplying electronic payment reports and payment-transaction confirmation numbers to the user. This includes the cost for the Contractor's interface with the Partner's system in order to provide such electronic payment reports and user paymenttransaction confirmation number. Such system shall:
  - i. Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
  - ii. Supply reports to the Partner in an understandable and logical format; and
  - iii. The Contractor's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by the Contractor and Partner, and finally approved by the designated Partner before it is offered to the user.
- d. ONLINE CARD SECURITY To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS"). The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of PCI DSS requirements that the Contractor administers and the requirements that are the Partner's responsibility. If the Partner operates swipe hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e. PAYMENT OF FEES Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by the Contractor. The following outlines the Agreement for these payment methods.
  - i. Credit Card and Electronic Check Payments through State-Selected Processor The Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer and disbursed from the State's distributive account to the Contractor within three (3) business days.
  - ii. Credit Card and Electronic Check Payments through the Contractor-Selected Processor If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this subsection shall apply in lieu of Section 14(e)(i). The Contractor may use its direct contract with a processor to process such funds and deposit funds in the Contractor's bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of the Contractor receiving such funds. The Contractor shall provide the Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
  - iii. Return or Chargeback —If a return or chargeback is received, user may incur an additional \$15.00 charge by the Contractor for the recovery of the handling and processing of these returns or chargebacks. The amount charged by the Contractor for the recovery of the handling and processing of these returns or chargebacks is subject to change without notification to the Partner. The Contractor will provide the Partner online access to a report detailing all returns or chargebacks and reasons for the returns or chargebacks on each business day.

- iv. Refunds The Partner will initiate refunds (funds credited back to the customer) up to the amount of the statutory or other fee due to the Partner based on the method provided by the Contractor. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
- v. Credit Card Chargebacks The Contractor will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Contractor is unable to collect funds within 60 days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the State Treasurer or the Contractor. The Partner will then be responsible for any business process needed to recover funds for chargebacks.
- vi. Check Returns Returned checks will be deduct from future Partner Disbursement at the time the return is processed from the State Treasurer or the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
- vii. Fees The Contractor will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- viii. Subscription Services –the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.
- f. RECORDS AND FINANCES All the Contractor's documents and records relating to Electronic Payment transactions made via the Contractor's payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
- 15. EXISTING SERVICES All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
- 16. ENTIRE AGREEMENT This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
- 17. GOVERNING LAW The laws and statutes of the State of Nebraska shall govern this Agreement
- 18. SEVERABILITY If a court of competent jurisdiction declares any of this Agreement's terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 19. ORDER OF PRECEDENCE If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
  - a. Any amendments to the Master Contract
  - b. The Master Contract
  - c. An addendum to this Agreement
  - d. This Agreement
- 20. APPLICATION ENGINE TERMS The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the "Application Engine"). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing

the then-current version of Application Engine (the "Application Engine Object Files"). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.

- 21. GOV2GO TERMS If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor's services hereunder, the following terms apply.
  - a. "Gov2Go Platform" is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
  - b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
  - c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
    - (1) Connect the Partner's designated systems or data sources to the Gov2Go Platform,
    - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
    - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
    - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State's payment processor or NIC's payment processor, as applicable,
    - (5) Process all other forms of Electronic Funds Transfer using the State's payment processor or NIC's payment processor, as applicable, and
    - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
  - d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
  - e. Partner Intellectual Property All intellectual property developed by or provided by the Partner under this Agreement (the "Partner Intellectual Property") shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
  - f. The Contractor's Intellectual Property All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the "Contractor's Intellectual Property") shall be the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor's performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.
  - g. Ownership of Data Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section III thereof. Any data collected by the Contractor or an affiliate through the Gov2Go Platform that is not directly

connected to an interaction or transaction with the State shall be owned by the Contractor, its affiliate, or another governmental entity, as applicable. Partner acknowledges that the Gov2Go Platform is a national product and therefore data will be collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

IN WITNESS WHEREOF, the parties execute this agreement by their duly authorized official or officers listed below.

Nebraska Interactive, LLC The
Contractor)
15/1/20
Brent Hoffman Date
General Manager
Department of Health and Human Services
Januelle L Smill 3/3/20
Dannette R. Smith
Chief Executive Officer
Nebraska State Records Board (NSRB)
18m8men 5/19/2020
Secretary of State, Robert B Evnen Date
Chairperson

# Electronic Government Service Level Agreement with Holt County

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company ("the Contractor"), the Nebraska State Records Board (the "NSRB"), and Holt County, a state governmental entity or political subdivision of Nebraska ("the Partner").

This agreement memorializes supplements to the State of Nebraska Contract between the NSRB and the Contractor ("Master Contract") effective April 1, 2019, which concerns the operation and management of the Portal. This Agreement is subordinate to the Master Contract and is subject to all terms and conditions therein.

WHEREAS, the Partner is a state governmental entity or political subdivision of Nebraska that desires to utilize the Master Contract; and

WHEREAS, the Contractor desires to extend Master Contract services to the Partner.

NOW, THEREFORE, in consideration of the mutual conditions, covenants, and premises contained in this Agreement, the parties agree as follows:

1. PURPOSE – The purpose of this Agreement is to grant the Contractor access and authority to provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support, and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with such services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; provided, however, to the extent the parties desire for the Contractor to provide services to the Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.

### 2. APPLICATION SUPPORT

- a. The Contractor agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering the user's technical questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
- b. The parties agree that the Partner will be responsible for answering all user questions related to the Partner's business processes, as well as the Partner's rules and regulations, policies and procedures applicable to an addendum to this Agreement.
- c. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for the Contractor to provide a high level of customer support. The Partner agrees to supply the Contractor with all information necessary to assist user as indicated above.
- d. The Partner agrees to grant access to information necessary for the Contractor to perform updates or maintenance for electronic access to public records for services set forth in addenda related to this Agreement.
- e. The Partner agrees to update and inform the Contractor on substantive changes in the law relating to electronic services provided by the Contractor.
- 3. CHANGES IN PORTAL Unless there is an agreement otherwise, the parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the Partner's online service. A "material change" is defined as a change that adds to the complexity of an application or diminishes the services provided. These changes will include,

- but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.
- 4. PARTNER'S FEES The Partner is responsible for correctly calculating any its fees and providing the Contractor those fee calculations. The Contractor will not assume liability for Partner application fee miscalculations that the Partner approved as functionally correct. The Contractor will also not assume liability for the Partner's fee miscalculations due to system errors not caused by any act or omission on the part of the Contractor.
- TECHNOLOGY STANDARD The Contractor shall review the Nebraska Technology Access Standards, found at <a href="http://nitc.nebraska.gov/standards/">http://nitc.nebraska.gov/standards/</a> and ensure that products and/or services provided under the Agreement are in compliance or will comply with the applicable standards.
- 6. CONFIDENTIALITY All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be regarded as confidential information and treated as described in Section I.KK of the Master Contract. All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be handled in accordance with Federal and State Law. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Contractor shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the Contractor's control.
- 7. AGREEMENT REPRESENTATIVES AND NOTICES All matters relating to this Agreement shall be directed to the following persons. Each party may change these designations following written notice from each party to the other party to this Agreement

Mailing address:

Holt County, Board of Supervisors Chairman

204 N. 4th Street

O'Neill, NE 68763

Phone:

402-336-1762

Email:

hcrd3888@gmail.com

Mailing Address:

Nebraska Interactive

1135 M Street, Suite 220

Lincoln, NE 68508

Phone:

402-471-7810

Fax:

402-471-7817

Email:

ne-general-manager@nicusa.com

Mailing Address:

Nebraska State Records Board

Secretary of State

1445 K Street, Suite 2300

Lincoln, NE 68509

Phone:

402-471-1572

Fax:

402-471-3237

# 8. TERMINATION OF AGREEMENT -

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase "for cause" shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.
- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
  - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
  - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.
- TERM OF AGREEMENT This Agreement shall commence on the date of execution by all
  parties and shall terminate with the Master Contract and any extensions or renewals thereof,
  unless earlier terminated in accordance with the terms of this Agreement.
- 10. RELATIONSHIP OF PARTIES Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.
- 11. CHANGES, MODIFICATIONS OR AMENDMENTS This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.
- 12. MARKETING The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor's promotion of Portal services.
- 13. EXHIBIT SPACE The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.
- 14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)
  - a. INTERFACE AND DATABASE DEVELOPMENT Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
  - b. SWIPE HARDWARE PROVISION AND SUPPORT
    - i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to

- installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
- ii. The Contractor shall repair or replace any of its defective card swipe hardware provided to the Partner under this Agreement. If required, the Contractor will ship the replacement card-swipe hardware to the Partner within two business days.
- iii. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for providing hardware service support. The Partner agrees to supply the Contractor with all information (within Partner's control) necessary to aid the Contractor in assisting the Partner's staff users at the Service hardware support level agreed above.
- c. COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT The Contractor shall be responsible for all costs in supplying electronic payment reports and paymenttransaction confirmation numbers to the user. This includes the cost for the Contractor's interface with the Partner's system in order to provide such electronic payment reports and user payment-transaction confirmation number. Such system shall:
  - i. Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
  - ii. Supply reports to the Partner in an understandable and logical format; and
  - iii. The Contractor's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by the Contractor and Partner, and finally approved by the designated Partner before it is offered to the user.
- d. ONLINE CARD SECURITY To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS"). The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of PCI DSS requirements that the Contractor administers and the requirements that are the Partner's responsibility. If the Partner operates swipe hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e. PAYMENT OF FEES Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by the Contractor. The following outlines the Agreement for these payment methods.
  - i. Credit Card and Electronic Check Payments through State-Selected Processor The Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer and disbursed from the State's distributive account to the Contractor within three (3) business days.
  - ii. Credit Card and Electronic Check Payments through the Contractor-Selected Processor If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this subsection shall apply in lieu of Section 14(e)(i). The Contractor may use its direct contract with a processor to process such funds and deposit funds in the Contractor's bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days

- of the Contractor receiving such funds. The Contractor shall provide the Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- iii. Return or Chargeback –If a return or chargeback is received, user may incur an additional \$15.00 charge by the Contractor for the recovery of the handling and processing of these returns or chargebacks. The amount charged by the Contractor for the recovery of the handling and processing of these returns or chargebacks is subject to change without notification to the Partner. The Contractor will provide the Partner online access to a report detailing all returns or chargebacks and reasons for the returns or chargebacks on each business day.
- iv. Refunds The Partner will initiate refunds (funds credited back to the customer) up to the amount of the statutory or other fee due to the Partner based on the method provided by the Contractor. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
- v. Credit Card Chargebacks The Contractor will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Contractor is unable to collect funds within 60 days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the State Treasurer or the Contractor. The Partner will then be responsible for any business process needed to recover funds for chargebacks.
- vi. Check Returns Returned checks will be deduct from future Partner
  Disbursement at the time the return is processed from the State Treasurer or the
  Contractor. The Partner will be responsible for collection of any returned checks
  due to insufficient funds, closed accounts, etc.
- vii. Fees The Contractor will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- viii. Subscription Services –the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.
- f. RECORDS AND FINANCES All the Contractor's documents and records relating to Electronic Payment transactions made via the Contractor's payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
- 15. EXISTING SERVICES All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
- 16. ENTIRE AGREEMENT This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
- 17. GOVERNING LAW –The laws and statutes of the State of Nebraska shall govern this Agreement
- 18. SEVERABILITY If a court of competent jurisdiction declares any of this Agreement's terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and

the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

- 19. ORDER OF PRECEDENCE If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
  - a. Any amendments to the Master Contract
  - b. The Master Contract
  - c. An addendum to this Agreement
  - d. This Agreement
- 20.APPLICATION ENGINE TERMS The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the "Application Engine"). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the "Application Engine Object Files"). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
- 21.GOV2GO TERMS If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor's services hereunder, the following terms apply.
  - a. "Gov2Go Platform" is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
  - b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
  - c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
    - (1) Connect the Partner's designated systems or data sources to the Gov2Go Platform,
    - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
    - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
    - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State's payment processor or NIC's payment processor, as applicable,
    - (5) Process all other forms of Electronic Funds Transfer using the State's payment processor or NIC's payment processor, as applicable, and
    - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.

- d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
- e. Partner Intellectual Property All intellectual property developed by or provided by the Partner under this Agreement (the "Partner Intellectual Property") shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
- f. The Contractor's Intellectual Property All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the "Contractor's Intellectual Property") shall be the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor's performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.
- g. Ownership of Data Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section III thereof. Any data collected by the Contractor or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by the Contractor, its affiliate, or another governmental entity, as applicable. Partner acknowledges that the Gov2Go Platform is a national product and therefore data will be collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

IN WITNESS WHEREOF, the parties execute this agreement by their duly authorized official or officers listed below.

Nebraska	interactive,	LLC (The Contract	tor)
	///	LLC (The Contrac	·

Brent Hoffman

General Manager

Date

**Holt County** 

William Tielke

Board of Supervisors Chairman

2/28/2020

Nebraska State Records Board (NSRB) Date

Secretary of State, Robert B Evnen

Chairperson

# Electronic Government Service Level Agreement with Nebraska Commission on Law Enforcement and Criminal Justice

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company ("the Contractor"), the Nebraska State Records Board (the "NSRB"), and Nebraska Commission on Law Enforcement and Criminal Justice, a state governmental entity or political subdivision of Nebraska ("the Partner").

This agreement memorializes supplements to the State of Nebraska Contract between the NSRB and the Contractor ("Master Contract") effective April 1, 2019, which concerns the operation and management of the Portal. This Agreement is subordinate to the Master Contract and is subject to all terms and conditions therein.

WHEREAS, the Partner is a state governmental entity or political subdivision of Nebraska that desires to utilize the Master Contract; and

WHEREAS, the Contractor desires to extend Master Contract services to the Partner.

NOW, THEREFORE, in consideration of the mutual conditions, covenants, and premises contained in this Agreement, the parties agree as follows:

1. PURPOSE – The purpose of this Agreement is to grant the Contractor access and authority to provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support, and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with such services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; provided, however, to the extent the parties desire for the Contractor to provide services to the Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.

#### 2. APPLICATION SUPPORT

- a. The Contractor agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering the user's technical questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
- b. The parties agree that the Partner will be responsible for answering all user questions related to the Partner's business processes, as well as the Partner's rules and regulations, policies and procedures applicable to an addendum to this Agreement.
- c. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for the Contractor to provide a high level of customer support. The Partner agrees to supply the Contractor with all information necessary to assist user as indicated above.
- d. The Partner agrees to grant access to information necessary for the Contractor to perform updates or maintenance for electronic access to public records for services set forth in addenda related to this Agreement.
- e. The Partner agrees to update and inform the Contractor on substantive changes in the law relating to electronic services provided by the Contractor.
- 3. CHANGES IN PORTAL Unless there is an agreement otherwise, the parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the

Partner's online service. A "material change" is defined as a change that adds to the complexity of an application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.

- 4. PARTNER'S FEES The Partner is responsible for correctly calculating any its fees and providing the Contractor those fee calculations. The Contractor will not assume liability for Partner application fee miscalculations that the Partner approved as functionally correct. The Contractor will also not assume liability for the Partner's fee miscalculations due to system errors not caused by any act or omission on the part of the Contractor.
- 5. TECHNOLOGY STANDARD The Contractor shall review the Nebraska Technology Access Standards, found at <a href="http://nitc.nebraska.gov/standards/">http://nitc.nebraska.gov/standards/</a> and ensure that products and/or services provided under the Agreement are in compliance or will comply with the applicable standards.
- 6. CONFIDENTIALITY All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be regarded as confidential information and treated as described in Section I.KK of the Master Contract. All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be handled in accordance with Federal and State Law. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Contractor shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the Contractor's control.
- 7. AGREEMENT REPRESENTATIVES AND NOTICES All matters relating to this Agreement shall be directed to the following persons. Each party may change these designations following written notice from each party to the other party to this Agreement

Mailing address:

Nebraska Commission on Law Enforcement and

Criminal Justice, Executive Director

301 Centennial Mall South PO Box 94946

Lincoln, 68509

Phone:

(402) 471-2194

Email:

don.arp@nebraska.gov

[Optional] Fax:

(402) 471-2837

Mailing Address:

Nebraska Interactive

1135 M Street, Suite 220

Lincoln, NE 68508

Phone:

402-471-7810

Fax:

402-471-7817

Email:

ne-general-manager@nicusa.com

Mailing Address:

Nebraska State Records Board

Secretary of State

1445 K Street, Suite 2300

Lincoln, NE 68509

Phone: 402-471-1572

Fax: 402-471-3237

#### 8. TERMINATION OF AGREEMENT –

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase "for cause" shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.
- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
  - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
  - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.
- 9. TERM OF AGREEMENT This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.
- 10. RELATIONSHIP OF PARTIES Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.
- 11. CHANGES, MODIFICATIONS OR AMENDMENTS This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.
- 12. MARKETING The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor's promotion of Portal services.
- 13. EXHIBIT SPACE The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.
- 14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)
  - a. INTERFACE AND DATABASE DEVELOPMENT Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.

#### b. SWIPE HARDWARE PROVISION AND SUPPORT

- i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
- ii. The Contractor shall repair or replace any of its defective card swipe hardware provided to the Partner under this Agreement. If required, the Contractor will ship the replacement card-swipe hardware to the Partner within two business days.
- iii. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for providing hardware service support. The Partner agrees to supply the Contractor with all information (within Partner's control) necessary to aid the Contractor in assisting the Partner's staff users at the Service hardware support level agreed above.
- c. COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT The Contractor shall be responsible for all costs in supplying electronic payment reports and payment-transaction confirmation numbers to the user. This includes the cost for the Contractor's interface with the Partner's system in order to provide such electronic payment reports and user payment-transaction confirmation number. Such system shall:
  - i. Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
  - ii. Supply reports to the Partner in an understandable and logical format; and
  - iii. The Contractor's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by the Contractor and Partner, and finally approved by the designated Partner before it is offered to the user.
- d. ONLINE CARD SECURITY To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS"). The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of PCI DSS requirements that the Contractor administers and the requirements that are the Partner's responsibility. If the Partner operates swipe hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e. PAYMENT OF FEES Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by the Contractor. The following outlines the Agreement for these payment methods.
  - Credit Card and Electronic Check Payments through State-Selected Processor –
    The Partner funds collected through the Portal shall be deposited by the credit card,
    debit card and other electronic payment processor selected by the State Treasurer
    and Director of Administrative Services directly into a state or national bank

- account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer and disbursed from the State's distributive account to the Contractor within three (3) business days.
- ii. Credit Card and Electronic Check Payments through the Contractor-Selected Processor If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this subsection shall apply in lieu of Section 14(e)(i). The Contractor may use its direct contract with a processor to process such funds and deposit funds in the Contractor's bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of the Contractor receiving such funds. The Contractor shall provide the Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- iii. Return or Chargeback —If a return or chargeback is received, user may incur an additional \$15.00 charge by the Contractor for the recovery of the handling and processing of these returns or chargebacks. The amount charged by the Contractor for the recovery of the handling and processing of these returns or chargebacks is subject to change without notification to the Partner. The Contractor will provide the Partner online access to a report detailing all returns or chargebacks and reasons for the returns or chargebacks on each business day.
- iv. Refunds The Partner will initiate refunds (funds credited back to the customer) up to the amount of the statutory or other fee due to the Partner based on the method provided by the Contractor. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
- v. Credit Card Chargebacks The Contractor will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Contractor is unable to collect funds within 60 days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the State Treasurer or the Contractor. The Partner will then be responsible for any business process needed to recover funds for chargebacks.
- vi. Check Returns Returned checks will be deduct from future Partner Disbursement at the time the return is processed from the State Treasurer or the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
- vii. Fees The Contractor will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- viii. Subscription Services –the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.
- f. RECORDS AND FINANCES All the Contractor's documents and records relating to Electronic Payment transactions made via the Contractor's payment processing service

shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.

- 15. EXISTING SERVICES All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
- 16. ENTIRE AGREEMENT This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
- 17. GOVERNING LAW The laws and statutes of the State of Nebraska shall govern this Agreement
- 18. SEVERABILITY If a court of competent jurisdiction declares any of this Agreement's terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 19. ORDER OF PRECEDENCE If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
  - a. Any amendments to the Master Contract
  - b. The Master Contract
  - c. An addendum to this Agreement
  - d. This Agreement
- 20. APPLICATION ENGINE TERMS The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the "Application Engine"). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the "Application Engine Object Files"). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
- 21. GOV2GO TERMS If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor's services hereunder, the following terms apply.
  - a. "Gov2Go Platform" is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.

- b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
- c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
  - (1) Connect the Partner's designated systems or data sources to the Gov2Go Platform,
  - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
  - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
  - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State's payment processor or NIC's payment processor, as applicable,
  - (5) Process all other forms of Electronic Funds Transfer using the State's payment processor or NIC's payment processor, as applicable, and
  - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
- d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
- e. Partner Intellectual Property All intellectual property developed by or provided by the Partner under this Agreement (the "Partner Intellectual Property") shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
- f. The Contractor's Intellectual Property All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the "Contractor's Intellectual Property") shall be the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor's performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.
- g. Ownership of Data Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section III thereof. Any data collected by the Contractor or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by the Contractor, its affiliate, or another governmental entity, as applicable. Partner acknowledges that the Gov2Go Platform is a national product and therefore data will be collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

IN WITNESS WHEREOF, the parties execute this agreement by their duly authorized official or officers listed below.

Nebraska Interactive, LLC (The Contractor)  Brent Hoffman	$\frac{2/26/20}{\text{Date}}$
General Manager	
Nebraska Commission on Law Enforcement an  Only Don Arp	d Criminal Justice  3 - 3 - 2020  Date
Executive Director	Dute
Nebraska State Records Board (NSRB)	57,5/2020
Secretary of State, Robert B Evnen	Date

Chairperson

# Electronic Government Service Level Agreement with Red Willow County

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company ("the Contractor"), the Nebraska State Records Board (the "NSRB"), and Red Willow County, a state governmental entity or political subdivision of Nebraska ("the Partner").

This agreement memorializes supplements to the State of Nebraska Contract between the NSRB and the Contractor ("Master Contract") effective April 1, 2019, which concerns the operation and management of the Portal. This Agreement is subordinate to the Master Contract and is subject to all terms and conditions therein.

WHEREAS, the Partner is a state governmental entity or political subdivision of Nebraska that desires to utilize the Master Contract; and

WHEREAS, the Contractor desires to extend Master Contract services to the Partner.

NOW, THEREFORE, in consideration of the mutual conditions, covenants, and premises contained in this Agreement, the parties agree as follows:

1. PURPOSE – The purpose of this Agreement is to grant the Contractor access and authority to provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support, and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with such services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however*, to the extent the parties desire for the Contractor to provide services to the Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.

#### 2. APPLICATION SUPPORT

- a. The Contractor agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering the user's technical questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
- b. The parties agree that the Partner will be responsible for answering all user questions related to the Partner's business processes, as well as the Partner's rules and regulations, policies and procedures applicable to an addendum to this Agreement.
- c. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for the Contractor to provide a high level of customer support. The Partner agrees to supply the Contractor with all information necessary to assist user as indicated above.
- d. The Partner agrees to grant access to information necessary for the Contractor to perform updates or maintenance for electronic access to public records for services set forth in addenda related to this Agreement.
- e. The Partner agrees to update and inform the Contractor on substantive changes in the law relating to electronic services provided by the Contractor.

- 3. CHANGES IN PORTAL Unless there is an agreement otherwise, the parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the Partner's online service. A "material change" is defined as a change that adds to the complexity of an application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.
- 4. PARTNER'S FEES The Partner is responsible for correctly calculating any its fees and providing the Contractor those fee calculations. The Contractor will not assume liability for Partner application fee miscalculations that the Partner approved as functionally correct. The Contractor will also not assume liability for the Partner's fee miscalculations due to system errors not caused by any act or omission on the part of the Contractor.
- 5. TECHNOLOGY STANDARD The Contractor shall review the Nebraska Technology Access Standards, found at <a href="http://nitc.nebraska.gov/standards/">http://nitc.nebraska.gov/standards/</a> and ensure that products and/or services provided under the Agreement are in compliance or will comply with the applicable standards.
- 6. CONFIDENTIALITY All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be regarded as confidential information and treated as described in Section I.KK of the Master Contract. All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be handled in accordance with Federal and State Law. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Contractor shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the Contractor's control.
- 7. AGREEMENT REPRESENTATIVES AND NOTICES All matters relating to this Agreement shall be directed to the following persons. Each party may change these designations following written notice from each party to the other party to this Agreement

Mailing address: Red Willow County, Chairman

502 Norris Avenue

McCook, 69001

Phone:

308-345-1552

Email:

glerk@redwillow.nacone.org

Mailing Address:

Nebraska Interactive

1135 M Street, Suite 220

Lincoln, NE 68508

Phone:

402-471-7810

Fax:

402-471-7817

Email:

ne-general-manager@nicusa.com

Mailing Address: Nebraska State Records Board

Secretary of State

1445 K Street, Suite 2300

Lincoln, NE 68509

Phone: 402-471-1572

Fax: 402-471-3237

#### 8. TERMINATION OF AGREEMENT -

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase "for cause" shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.
- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
  - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
  - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.
- 9. TERM OF AGREEMENT This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.
- 10. RELATIONSHIP OF PARTIES Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.
- 11. CHANGES, MODIFICATIONS OR AMENDMENTS This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.
- 12. MARKETING The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor's promotion of Portal services.
- 13. EXHIBIT SPACE The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.
- 14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)
  - a. INTERFACE AND DATABASE DEVELOPMENT Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view

transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.

#### b. SWIPE HARDWARE PROVISION AND SUPPORT

- i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
- ii. The Contractor shall repair or replace any of its defective card swipe hardware provided to the Partner under this Agreement. If required, the Contractor will ship the replacement card-swipe hardware to the Partner within two business days.
- iii. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for providing hardware service support. The Partner agrees to supply the Contractor with all information (within Partner's control) necessary to aid the Contractor in assisting the Partner's staff users at the Service hardware support level agreed above.
- c. COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT The Contractor shall be responsible for all costs in supplying electronic payment reports and payment-transaction confirmation numbers to the user. This includes the cost for the Contractor's interface with the Partner's system in order to provide such electronic payment reports and user payment-transaction confirmation number. Such system shall:
  - i. Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
  - ii. Supply reports to the Partner in an understandable and logical format; and
  - iii. The Contractor's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by the Contractor and Partner, and finally approved by the designated Partner before it is offered to the user.
- d. ONLINE CARD SECURITY To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS"). The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of PCI DSS requirements that the Contractor administers and the requirements that are the Partner's responsibility. If the Partner operates swipe hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e. PAYMENT OF FEES Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by the Contractor. The following outlines the Agreement for these payment methods.

- i. Credit Card and Electronic Check Payments through State-Selected Processor The Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer and disbursed from the State's distributive account to the Contractor within three (3) business days.
- ii. Credit Card and Electronic Check Payments through the Contractor-Selected Processor If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this subsection shall apply in lieu of Section 14(e)(i). The Contractor may use its direct contract with a processor to process such funds and deposit funds in the Contractor's bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of the Contractor receiving such funds. The Contractor shall provide the Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- iii. Return or Chargeback –If a return or chargeback is received, user may incur an additional \$15.00 charge by the Contractor for the recovery of the handling and processing of these returns or chargebacks. The amount charged by the Contractor for the recovery of the handling and processing of these returns or chargebacks is subject to change without notification to the Partner. The Contractor will provide the Partner online access to a report detailing all returns or chargebacks and reasons for the returns or chargebacks on each business day.
- iv. Refunds The Partner will initiate refunds (funds credited back to the customer) up to the amount of the statutory or other fee due to the Partner based on the method provided by the Contractor. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
- v. Credit Card Chargebacks The Contractor will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Contractor is unable to collect funds within 60 days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the State Treasurer or the Contractor. The Partner will then be responsible for any business process needed to recover funds for chargebacks.
- vi. Check Returns Returned checks will be deduct from future Partner Disbursement at the time the return is processed from the State Treasurer or the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
- vii. Fees The Contractor will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- viii. Subscription Services -the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section

II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.

- f. RECORDS AND FINANCES All the Contractor's documents and records relating to Electronic Payment transactions made via the Contractor's payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
- 15. EXISTING SERVICES All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
- 16. ENTIRE AGREEMENT This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
- 17. GOVERNING LAW The laws and statutes of the State of Nebraska shall govern this Agreement
- 18. SEVERABILITY If a court of competent jurisdiction declares any of this Agreement's terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 19. ORDER OF PRECEDENCE If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
  - a. Any amendments to the Master Contract
  - b. The Master Contract
  - c. An addendum to this Agreement
  - d. This Agreement
- 20. APPLICATION ENGINE TERMS The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the "Application Engine"). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the "Application Engine Object Files"). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
- 21. GOV2GO TERMS If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor's services hereunder, the following terms apply.
  - a. "Gov2Go Platform" is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on

- the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
- b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
- c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
  - (1) Connect the Partner's designated systems or data sources to the Gov2Go Platform,
  - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
  - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
  - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State's payment processor or NIC's payment processor, as applicable,
  - (5) Process all other forms of Electronic Funds Transfer using the State's payment processor or NIC's payment processor, as applicable, and
  - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
- d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
- e. Partner Intellectual Property All intellectual property developed by or provided by the Partner under this Agreement (the "Partner Intellectual Property") shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
- f. The Contractor's Intellectual Property All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the "Contractor's Intellectual Property") shall be the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor's performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.
- g. Ownership of Data Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section III thereof. Any data collected by the Contractor or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by the Contractor, its affiliate, or another governmental entity, as applicable. Partner acknowledges that the Gov2Go Platform is a national product and therefore data will be collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

IN WITNESS WHEREOF, the parties execute this agreement by their duly authorized official or officers listed below.

Nebraska Interactive, LC (The Contractor)	5
Brent Hoffman	$\frac{3}{20/20}$
General Manager	
Red Willow County	
the 12 Plan	3-3-2020
Earl McNutt	Date
Chairman	
Nebraska State Records Board (NSRB)	
Man & Save	5/15 how
Secretary of State, Robert B Evnen	Date

Chairperson

## Electronic Government Service Level Agreement with Secretary of State

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company ("the Contractor"), the Nebraska State Records Board (the "NSRB"), and Secretary of State, a state governmental entity or political subdivision of Nebraska ("the Partner").

This agreement memorializes supplements to the State of Nebraska Contract between the NSRB and the Contractor ("Master Contract") effective April 1, 2019, which concerns the operation and management of the Portal. This Agreement is subordinate to the Master Contract and is subject to all terms and conditions therein.

WHEREAS, the Partner is a state governmental entity or political subdivision of Nebraska that desires to utilize the Master Contract; and

WHEREAS, the Contractor desires to extend Master Contract services to the Partner.

NOW, THEREFORE, in consideration of the mutual conditions, covenants, and premises contained in this Agreement, the parties agree as follows:

1. PURPOSE – The purpose of this Agreement is to grant the Contractor access and authority to provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support, and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with such services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; provided, however, to the extent the parties desire for the Contractor to provide services to the Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.

### 2. APPLICATION SUPPORT

- a. The Contractor agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering the user's technical questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
- b. The parties agree that the Partner will be responsible for answering all user questions related to the Partner's business processes, as well as the Partner's rules and regulations, policies and procedures applicable to an addendum to this Agreement.
- c. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for the Contractor to provide a high level of customer support. The Partner agrees to supply the Contractor with all information necessary to assist user as indicated above.
- d. The Partner agrees to grant access to information necessary for the Contractor to perform updates or maintenance for electronic access to public records for services set forth in addenda related to this Agreement.
- e. The Partner agrees to update and inform the Contractor on substantive changes in the law relating to electronic services provided by the Contractor.

- 3. CHANGES IN PORTAL Unless there is an agreement otherwise, the parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the Partner's online service. A "material change" is defined as a change that adds to the complexity of an application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.
- 4. PARTNER'S FEES The Partner is responsible for correctly calculating any its fees and providing the Contractor those fee calculations. The Contractor will not assume liability for Partner application fee miscalculations that the Partner approved as functionally correct. The Contractor will also not assume liability for the Partner's fee miscalculations due to system errors not caused by any act or omission on the part of the Contractor.
- 5. TECHNOLOGY STANDARD The Contractor shall review the Nebraska Technology Access Standards, found at <a href="http://nitc.nebraska.gov/standards/">http://nitc.nebraska.gov/standards/</a> and ensure that products and/or services provided under the Agreement are in compliance or will comply with the applicable standards.
- 6. CONFIDENTIALITY All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be regarded as confidential information and treated as described in Section I.KK of the Master Contract. All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be handled in accordance with Federal and State Law. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Contractor shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the Contractor's control.
- 7. AGREEMENT REPRESENTATIVES AND NOTICES All matters relating to this Agreement shall be directed to the following persons. Each party may change these designations following written notice from each party to the other party to this Agreement

Mailing address: Secretary of State,

Chief Deputy/General Counsel

State Capitol, Suite 2300

P.O. Box 94608

Lincoln, 68509-4608

Phone:

402-471-2554

Email:

sos.info@nebraska.gov

[Optional] Fax:

402-471-3237

Mailing Address:

Nebraska Interactive

1135 M Street, Suite 220

Lincoln, NE 68508

Phone:

402-471-7810

Fax:

402-471-7817

Email: ne-general-manager@nicusa.com

Mailing Address: Nebraska State Records Board

Secretary of State

1445 K Street, Suite 2300

Lincoln, NE 68509

Phone: 402-471-1572

Fax: 402-471-3237

#### 8. TERMINATION OF AGREEMENT –

a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase "for cause" shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.

- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
  - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
  - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.
- 9. TERM OF AGREEMENT This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.
- 10. RELATIONSHIP OF PARTIES Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.
- 11. CHANGES, MODIFICATIONS OR AMENDMENTS This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.
- 12. MARKETING The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor's promotion of Portal services.
- 13. EXHIBIT SPACE The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.
- 14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)
  - a. INTERFACE AND DATABASE DEVELOPMENT Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to

accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.

#### b. SWIPE HARDWARE PROVISION AND SUPPORT

- i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
- ii. The Contractor shall repair or replace any of its defective card swipe hardware provided to the Partner under this Agreement. If required, the Contractor will ship the replacement card-swipe hardware to the Partner within two business days.
- iii. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for providing hardware service support. The Partner agrees to supply the Contractor with all information (within Partner's control) necessary to aid the Contractor in assisting the Partner's staff users at the Service hardware support level agreed above.
- c. COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT The Contractor shall be responsible for all costs in supplying electronic payment reports and payment-transaction confirmation numbers to the user. This includes the cost for the Contractor's interface with the Partner's system in order to provide such electronic payment reports and user payment-transaction confirmation number. Such system shall:
  - i. Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
  - ii. Supply reports to the Partner in an understandable and logical format; and
  - iii. The Contractor's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by the Contractor and Partner, and finally approved by the designated Partner before it is offered to the user.
- d. ONLINE CARD SECURITY To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS"). The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of PCI DSS requirements that the Contractor administers and the requirements that are the Partner's responsibility. If the Partner operates swipe hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e. PAYMENT OF FEES Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by the Contractor. The following outlines the Agreement for these payment methods.

- i. Credit Card and Electronic Check Payments through State-Selected Processor The Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer and disbursed from the State's distributive account to the Contractor within three (3) business days.
- ii. Credit Card and Electronic Check Payments through the Contractor-Selected Processor If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this subsection shall apply in lieu of Section 14(e)(i). The Contractor may use its direct contract with a processor to process such funds and deposit funds in the Contractor's bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of the Contractor receiving such funds. The Contractor shall provide the Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- iii. Return or Chargeback –If a return or chargeback is received, user may incur an additional \$15.00 charge by the Contractor for the recovery of the handling and processing of these returns or chargebacks. The amount charged by the Contractor for the recovery of the handling and processing of these returns or chargebacks is subject to change without notification to the Partner. The Contractor will provide the Partner online access to a report detailing all returns or chargebacks and reasons for the returns or chargebacks on each business day.
- iv. Refunds The Partner will initiate refunds (funds credited back to the customer) up to the amount of the statutory or other fee due to the Partner based on the method provided by the Contractor. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
- v. Credit Card Chargebacks The Contractor will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Contractor is unable to collect funds within 60 days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the State Treasurer or the Contractor. The Partner will then be responsible for any business process needed to recover funds for chargebacks.
- vi. Check Returns Returned checks will be deduct from future Partner Disbursement at the time the return is processed from the State Treasurer or the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
- vii. Fees The Contractor will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- viii. Subscription Services -the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section

II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.

- f. RECORDS AND FINANCES All the Contractor's documents and records relating to Electronic Payment transactions made via the Contractor's payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
- 15. EXISTING SERVICES All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
- 16. ENTIRE AGREEMENT This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
- 17. GOVERNING LAW The laws and statutes of the State of Nebraska shall govern this Agreement
- 18. SEVERABILITY If a court of competent jurisdiction declares any of this Agreement's terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 19. ORDER OF PRECEDENCE If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
  - a. Any amendments to the Master Contract
  - b. The Master Contract
  - c. An addendum to this Agreement
  - d. This Agreement
- 20. APPLICATION ENGINE TERMS The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the "Application Engine"). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the "Application Engine Object Files"). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
- 21. GOV2GO TERMS If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor's services hereunder, the following terms apply.
  - a. "Gov2Go Platform" is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on

- the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
- b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
- c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
  - (1) Connect the Partner's designated systems or data sources to the Gov2Go Platform,
  - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
  - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
  - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State's payment processor or NIC's payment processor, as applicable,
  - (5) Process all other forms of Electronic Funds Transfer using the State's payment processor or NIC's payment processor, as applicable, and
  - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
- d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
- e. Partner Intellectual Property All intellectual property developed by or provided by the Partner under this Agreement (the "Partner Intellectual Property") shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
- f. The Contractor's Intellectual Property All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the "Contractor's Intellectual Property") shall be the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor's performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.
- g. Ownership of Data Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section III thereof. Any data collected by the Contractor or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by the Contractor, its affiliate, or another governmental entity, as applicable. Partner acknowledges that the Gov2Go Platform is a national product and therefore data will be collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

IN WITNESS WHEREOF, the parties execute this agreement by their duly authorized official or officers listed below.

Nebraska Interactive, LLC (The Contractor)  Brent Hoffman General Manager	3/5/20 Date
Secretary of State	
Colleen Byelick Date Chief Deputy/General Counsel	5/12/2020
Nebraska State Records Board (NSRB)	5/15/2020
Secretary of State, Robert B Evnen	Date

Chairperson

# Electronic Government Service Level Agreement with City of Springfield

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company ("the Contractor"), the Nebraska State Records Board (the "NSRB"), and City of Springfield, a state governmental entity or political subdivision of Nebraska ("the Partner").

This agreement memorializes supplements to the State of Nebraska Contract between the NSRB and the Contractor ("Master Contract") effective April 1, 2019, which concerns the operation and management of the Portal. This Agreement is subordinate to the Master Contract and is subject to all terms and conditions therein.

WHEREAS, the Partner is a state governmental entity or political subdivision of Nebraska that desires to utilize the Master Contract; and

WHEREAS, the Contractor desires to extend Master Contract services to the Partner.

NOW, THEREFORE, in consideration of the mutual conditions, covenants, and premises contained in this Agreement, the parties agree as follows:

1. PURPOSE – The purpose of this Agreement is to grant the Contractor access and authority to provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support, and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with such services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; provided, however, to the extent the parties desire for the Contractor to provide services to the Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.

#### 2. APPLICATION SUPPORT

- a. The Contractor agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering the user's technical questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
- b. The parties agree that the Partner will be responsible for answering all user questions related to the Partner's business processes, as well as the Partner's rules and regulations, policies and procedures applicable to an addendum to this Agreement.
- c. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for the Contractor to provide a high level of customer support. The Partner agrees to supply the Contractor with all information necessary to assist user as indicated above.
- d. The Partner agrees to grant access to information necessary for the Contractor to perform updates or maintenance for electronic access to public records for services set forth in addenda related to this Agreement.
- e. The Partner agrees to update and inform the Contractor on substantive changes in the law relating to electronic services provided by the Contractor.
- 3. CHANGES IN PORTAL Unless there is an agreement otherwise, the parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the Partner's online service. A "material change" is defined as a change that adds to the complexity of an application or diminishes the services provided. These changes will include, but are not limited

- to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.
- 4. PARTNER'S FEES The Partner is responsible for correctly calculating any its fees and providing the Contractor those fee calculations. The Contractor will not assume liability for Partner application fee miscalculations that the Partner approved as functionally correct. The Contractor will also not assume liability for the Partner's fee miscalculations due to system errors not caused by any act or omission on the part of the Contractor.
- 5. TECHNOLOGY STANDARD The Contractor shall review the Nebraska Technology Access Standards, found at <a href="http://nitc.nebraska.gov/standards/">http://nitc.nebraska.gov/standards/</a> and ensure that products and/or services provided under the Agreement are in compliance or will comply with the applicable standards.
- 6. CONFIDENTIALITY All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be regarded as confidential information and treated as described in Section I.KK of the Master Contract. All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be handled in accordance with Federal and State Law. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Contractor shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the Contractor's control.
- 7. AGREEMENT REPRESENTATIVES AND NOTICES All matters relating to this Agreement shall be directed to the following persons. Each party may change these designations following written notice from each party to the other party to this Agreement

Mailing address:

City of Springfield, Mayor

P.O. Box 189

170 North 3rd Street

Springfield, 68059

Phone:

402-253-2204

Email:

Kathleen@springfieldne.org

Mailing Address:

Nebraska Interactive

1135 M Street, Suite 220

Lincoln, NE 68508

Phone:

402-471-7810

Fax:

402-471-7817

Email:

ne-general-manager@nicusa.com

Mailing Address:

Nebraska State Records Board

Secretary of State

1445 K Street, Suite 2300

Lincoln, NE 68509

Phone:

402-471-1572

Fax:

402-471-3237

#### 8. TERMINATION OF AGREEMENT -

- a. Either the Partner or the Contractor shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party can take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days or less to cure any breach of contract. For purposes of this Agreement, the phrase "for cause" shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum. In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the parties under the State Contract Claims Act.
- b. At the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate an addendum to this Agreement for a particular service if:
  - i. There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
  - ii. The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.
- 9. TERM OF AGREEMENT This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.
- 10. RELATIONSHIP OF PARTIES Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.
- 11. CHANGES, MODIFICATIONS OR AMENDMENTS This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.
- 12. MARKETING The Partner may provide reasonable marketing space in its publications (if or when such exists) at no charge, to allow the Contractor's promotion of Portal services.
- 13. EXHIBIT SPACE The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conventions or seminars, which the Partner may host.
- 14. ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)
  - a. INTERFACE AND DATABASE DEVELOPMENT Upon execution of an addendum to this Agreement, the Contractor will provide access to its customer-friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
  - b. SWIPE HARDWARE PROVISION AND SUPPORT

- i. To the extent permitted by law, scope of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or the Contractor. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
- ii. The Contractor shall repair or replace any of its defective card swipe hardware provided to the Partner under this Agreement. If required, the Contractor will ship the replacement card-swipe hardware to the Partner within two business days.
- iii. The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for providing hardware service support. The Partner agrees to supply the Contractor with all information (within Partner's control) necessary to aid the Contractor in assisting the Partner's staff users at the Service hardware support level agreed above.
- c. COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT The Contractor shall be responsible for all costs in supplying electronic payment reports and payment-transaction confirmation numbers to the user. This includes the cost for the Contractor's interface with the Partner's system in order to provide such electronic payment reports and user payment-transaction confirmation number. Such system shall:
  - i. Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
  - ii. Supply reports to the Partner in an understandable and logical format; and
  - iii. The Contractor's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by the Contractor and Partner, and finally approved by the designated Partner before it is offered to the user.
- d. ONLINE CARD SECURITY To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS"). The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of PCI DSS requirements that the Contractor administers and the requirements that are the Partner's responsibility. If the Partner operates swipe hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e. PAYMENT OF FEES Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by the Contractor. The following outlines the Agreement for these payment methods.
  - i. Credit Card and Electronic Check Payments through State-Selected Processor The Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the

- acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer and disbursed from the State's distributive account to the Contractor within three (3) business days.
- ii. Credit Card and Electronic Check Payments through the Contractor-Selected Processor If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this subsection shall apply in lieu of Section 14(e)(i). The Contractor may use its direct contract with a processor to process such funds and deposit funds in the Contractor's bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of the Contractor receiving such funds. The Contractor shall provide the Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- iii. Return or Chargeback –If a return or chargeback is received, user may incur an additional \$15.00 charge by the Contractor for the recovery of the handling and processing of these returns or chargebacks. The amount charged by the Contractor for the recovery of the handling and processing of these returns or chargebacks is subject to change without notification to the Partner. The Contractor will provide the Partner online access to a report detailing all returns or chargebacks and reasons for the returns or chargebacks on each business day.
- iv. Refunds The Partner will initiate refunds (funds credited back to the customer) up to the amount of the statutory or other fee due to the Partner based on the method provided by the Contractor. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
- v. Credit Card Chargebacks The Contractor will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Contractor is unable to collect funds within 60 days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the State Treasurer or the Contractor. The Partner will then be responsible for any business process needed to recover funds for chargebacks.
- vi. Check Returns Returned checks will be deduct from future Partner Disbursement at the time the return is processed from the State Treasurer or the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
- vii. Fees The Contractor will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- viii. Subscription Services -the Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section II.U.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.
- f. RECORDS AND FINANCES All the Contractor's documents and records relating to Electronic Payment transactions made via the Contractor's payment processing service

shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.

- 15. EXISTING SERVICES All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this new Agreement unless cancelled, terminated, amended, or it expires under its own term and shall be considered addenda to this new Agreement.
- 16. ENTIRE AGREEMENT This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
- 17. GOVERNING LAW -The laws and statutes of the State of Nebraska shall govern this Agreement
- 18. SEVERABILITY If a court of competent jurisdiction declares any of this Agreement's terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 19. ORDER OF PRECEDENCE If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:
  - a. Any amendments to the Master Contract
  - b. The Master Contract
  - c. An addendum to this Agreement
  - d. This Agreement
- 20. APPLICATION ENGINE TERMS The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the "Application Engine"). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section II.O the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the "Application Engine Object Files"). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.
- 21. GOV2GO TERMS If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor's services hereunder, the following terms apply.
  - a. "Gov2Go Platform" is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.

- b. The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
- c. This Agreement authorizes the Contractor to provide services through its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
  - (1) Connect the Partner's designated systems or data sources to the Gov2Go Platform,
  - (2) Facilitate access to the Partner information and sites through the Gov2Go Platform,
  - (3) Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform,
  - (4) Authorize and capture credit and debit cards through the Gov2Go Platform using the State's payment processor or NIC's payment processor, as applicable,
  - (5) Process all other forms of Electronic Funds Transfer using the State's payment processor or NIC's payment processor, as applicable, and
  - (6) Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
- d. The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
- e. Partner Intellectual Property All intellectual property developed by or provided by the Partner under this Agreement (the "Partner Intellectual Property") shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All content and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
- f. The Contractor's Intellectual Property All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the "Contractor's Intellectual Property") shall be the sole and exclusive property of The Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership thereto and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor's performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.
- g. Ownership of Data Data regarding transactions processed on behalf of the State shall be governed by the Master Contract, including Paragraph E of Section III thereof. Any data collected by the Contractor or an affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by the Contractor, its affiliate, or another governmental entity, as applicable. Partner acknowledges that the Gov2Go Platform is a national product and therefore data will be collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

IN WITNESS WHEREOF, the parties execute this agreement by their duly authorized official or officers listed below.

Nebraska Interactive LLC (The Contractor)	3/5/20
Brent Hoffman	Date
General Manager	
City of Springfield  Plant World  Robert Roseland	2/26/2020 Date
Mayor	
Nebraska State Records Board (NSRB)	5/15/2020
Secretary of State, Robert B Evnen	Date
Chairperson	

#### Addendum One to the

#### Electronic Government Service Level Agreement Between

#### Nebraska Interactive, LLC,

#### Holt County, and the

#### **Nebraska State Records Board**

This Addendum One to the Electronic Government Service Level Agreement ("EGSLA") made by Nebraska Interactive, LLC (the Contractor), the Nebraska State Records Board (NSRB), and Holt County, sets forth certain services the Contractor will provide (operating under the NSRB's auspices and authority), along with prices and terms of payment for Portal services. This Addendum provides the authority to assess and collect the fees described herein.

**Project:** Business Payment Processing for Holt County

Revenue Type: Instant Access

Implementation: 2019

Service	Holt County Fee	Contractor Portal	NSRB Share
		Fee	
Business Payment Processing	Full statutory/assessed fee charged by Partner	\$3.00	20% of Portal Fee
Electronic Check			
Business Payment Processing Credit Card	Full statutory/assessed fee charged by Partner	\$3.00 + 3%	20% of Portal Fee
-	Full statutory/assessed fee charged by Partner	\$2.95	20% of Portal Fee

Payment Processing: The Contractor will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

State-Selected F	Processor
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Contractor-Selected Processor (not applicable for state agencies – Neb. Rev. Stat. §81-118.01)

[OPTIONAL PROVISION] Integrated Hardware Provision: "Swipe" Hardware will be serviced and maintained by the

Co	ntractor in accordance with Section 14(b) of the EGSLA and provided as follows (check one):
	The Contractor purchases XX swipe devices of make/model
	Partner purchases XX swipe devices of make/mode
2	Not applicable
Ву	Date: 2/20/20
Ne	oraska Interactive, LLC

Board of Supervisors Chairman - William Tielke

Holt County

Date: 5/15/2020 By:

Chairman - Secretary of State Robert B. Evnen

Nebraska State Records Board

## State & Local List PayPort (Pin Debit) Payments Addenda

Nebraska Interactive LLC submits these signed Addenda to the Electronic Government Service Level Agreements to the Board. The agreements are for the PayPort (Pin Debit) Payment online application provided by Nebraska Interactive LLC, and use the approved template. No action necessary.

New PayPort Addenda			NSRB Chairman Signature
Arapahoe, City of	Addendum 1	(REVISED)	05/19/2020
Doniphan, Village of	Addendum 1		05/19/2020

## Summary Nebraska State & Local Government Blanket Addendum

**Project:** PayPort

This addendum covers all fees related to the collection of fees for PayPort.

#### **Current Process:**

PayPort is a service that was developed and has been in use by state and county government offices. Since this service was built so additional offices can be added at any time, a blanket addendum was approved by the Nebraska State Records Board.

## **Project Overview/Proposal:**

New users since the last meeting include:

- Arapahoe, City of
- Doniphan, Village of

#### **Market Potential/Target Audience:**

The market potential for this service is anyone that needs to pay fees owed to local government. PayPort offers the option for people to use a credit card when making a payment.

#### Information on what the fee presented is based upon:

This is a service fee that is unique, in that other vendors are offering ways to collect online payments. In order to be competitive, we set a rate of 2.49% for credit cards and \$1.75 for ACH. A blanket addendum was approved by the Nebraska State Records Board.

# Anticipated volume of users of the application and what percentage of the total potential users is the anticipated volume:

The anticipated volume is not easily predicted. This is not a mandatory service. There are other options available to the customer.

Services that can be paid using this system may include licenses, swimming pool passes, hall rental fees, utilities and motor vehicle titles.

#### **Expected rate of return over a period of time:**

The service continues to expand and offer new options. This involves continued development, testing and training. Customer service is always provided to the users.

The expected rate is not able to be estimated at this time. There are always fees that will be incurred with operating the online service.

#### NI's investment in this application (any costs incurred):

There was an initial investment to get the service ready to use. There is time spent to set up the service for new offices, including testing and training. There are additional, ongoing fees for running online applications such as customer service, security, back up servers, etc.

#### NI's risk in providing this application:

Anytime a transaction is completed online, there is a certain element of risk. NI provides the money to the partner, at times prior to receipt of that money. If there are any returns, NI has to research and gain those funds back from the partner.

#### REVISED Addendum One to the

#### **Electronic Government Service Level Agreement Between**

Nebraska Interactive, LLC,
City of Arapahoe, and the
Nebraska State Records Board

This REVISED Addendum One supersedes and replaces the prior Addendum One, between the Contractor, NSRB, and the City of Arapahoe. REVISED Addendum One to the Electronic Government Service Level Agreement ("EGSLA") made by Nebraska Interactive, LLC (the Contractor), the Nebraska State Records Board (NSRB), and City of Arapahoe, sets forth certain services the Contractor will provide (operating under the NSRB's auspices and authority), along with prices and terms of payment for Portal services. This Addendum provides the authority to assess and collect the fees described herein. This REVISED Addendum One supersedes and replaces the prior Addendum One, between the Contractor, NSRB, and the City of Arapahoe.

Project: Payport for City of Arapahoe

Revenue Type: Instant Access

Implementation: 2019

Service	City of Arapahoe Fee	Contractor Portal	NSRB Share
		Fee	
Payport	Full statutory/assessed fee charged by Partner	\$ 1.75	20% of Portal Fee
Electronic Check			
Payport	Full statutory/assessed fee charged by Partner	2.49%	20% of Portal Fee
Credit Card			
Payport	Full statutory/assessed fee charged by Partner	\$2.95	20% of Portal Fee
PIN Debit			

Payment Processing: The Contractor will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

- State-Selected Processor
- The Contractor-Selected Processor (not applicable for state agencies Neb. Rev. Stat. §81-118.01)

[OPTIONAL PROVISION] Integrated Hardware Provision: "Swipe" Hardware will be serviced and maintained by the Contractor in accordance with Section 14(b) of the EGSLA and provided as follows (check one):

- The Contractor purchases swipe devices of
- Partner purchases 1 swipe devices of First Data FD-40

Not applicable

Security: The Contractor's security provisions are found at nebraska.gov/securitypolicy.html

General Manager - Brent Hoffman

Nebraska Interactive LLC

Mayor- John E. Koller

City of Arapahoe

Chairman - Secretary of State Robert B. Evnen

Nebraska State Records Board

Date:

Date:

#### Addendum One to the

#### **Electronic Government Service Level Agreement Between**

#### Nebraska Interactive, LLC,

#### Village of Doniphan, and the

#### Nebraska State Records Board

This Addendum One to the Electronic Government Service Level Agreement (EGSLA) made by Nebraska Interactive, LLC (the Contractor), the Nebraska State Records Board (NSRB), and Village of Doniphan, sets forth certain services the Contractor will provide (operating under the NSRB's auspices and authority), along with prices and terms payment for Portal Services. This Addendum provides the authority to assess and collect the fees described herein.

Project: Payport for Village of Doniphan

Revenue Type: Instant Access

Implementation: 2020

Service	Village of Doniphan Fee	Contractor Portal	NSRB Share
		Fee	
Payport	Full statutory/assessed fee charged	\$1.75	20% of Portal Fee
Electronic Check	by Partner		
Payport	Full statutory/assessed fee charged	2.49%	20% of Portal Fee
Credit Card	by Partner		
Payport	Full statutory/assessed fee charged	\$2.95	20% of Portal Fee
PIN Debit	by Partner		

Payment Processing: The Contractor will provide electronic services for payment processing in accordance with Section 14 of the EGSLA through one of the following processors (check one):

State-Selected Processor		State-	-Sele	cted	Proces	ssor
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Contractor-Selected Processor (not applicable for state agencies – Neb. Rev. Stat. §81-118.01)

ained by the

[OPTIONAL PROVISION] <b>Integrated Hardware Provision</b> : "Swip Contractor in accordance with Section 14(b) of the EGSLA and pro	e" Hardware wil	II be serviced and mainta s (check one):
❷ The Contractor purchases One swipe devices of First Data FI	D-40 Clover	
Partner purchases swipe devices of		
Not applicable		
Security: The Contractor's security provisions are found at nebras	ska.gov/security	policy.html
ву:	Date:	2/26/20
General Manager - Brent Hoffman		***
Nebraska Interactive, LLC  By:	Date:	2/19/2020
Board Chairperson - Jay D. Haile		/ /
Village of Doniphan		
By: Mary Some	Date:	5/5/20w

Chairman - Secretary of State Robert B. Evnen

Nebraska State Records Board



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## Nebraska Accountability and Disclosure Commission Statement of Work 200038-6

## NADC Website Redesign PiD595

**Nebraska Accountability and Disclosure Commission** 

Contractor: Nebraska Interactive, LLC Project Manager: Not Assigned Date: 7/27/2019

This Statement of Work ("SOW") is issued pursuant to the State of Nebraska Contract 69584-O4 between the Nebraska State Records Board ("NSRB") and Nebraska Interactive, LLC ("the Master Contract") and is subordinate to and subject to all terms and conditions therein.



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## 1 Introduction

Nebraska Accountability and Disclosure Commission (NADC) manages the current website, <a href="http://www.nadc.nebraska.gov/index.html">http://www.nadc.nebraska.gov/index.html</a> using Dreamweaver. NADC is interested in a new web design, as well as, an intuitive. responsive and web based user interface to manage content.

**Executive Sponsor** 

Executive Director, Frank Daly, Jr.

Email: frank.daley@nebraska.gov

**Project Manager** 

Administrative Assistant, Serena Dunn

Email: serena.dunn@nebraska.gov

Phone: 402-471-2522

**Billing Contact** 

Administrative Assistant, Serena Dunn

Email: serena.dunn@nebraska.gov

Phone: 402-471-2522

## 2 Project Overview

## 2.1 Objectives

The Contractor will build a fully responsive, 508 compliant, redesigned website for the Partner. The new website will be built in Meadowlark, to allow for a more flexible user friendly way for the Partner to manage and maintain the website.

#### 2.2 Scope

#### 2.2.1 Inclusions

- The Contractor will migrate agreed upon Partner content in Meadowlark.
- The Contractor will provide a fully responsive solution.
  - The Partner's Meadowlark site may include any of the following features:
    - Custom website permissions to allow website managers varying roles
    - o Built-in calendar
    - Press release feed and built-in archive
    - Easy to use WYSIWYG site editor
    - Simple file and image upload tools
    - o Gallery and/or slider
    - o Google Translate to translate text on website



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- Monthly Google Analytics Reports
- o Broken link report
- The Contractor will assist with content mapping, the Contractor will build a sitemap to help the Partner organize its new website and visualize the overall flow.
- The Contractor will implement Search Engine Optimization (SEO) on the pages that the Contractor builds on the new site.
- The Partner will provide the Contractor with the content for the website.
- The Partner will review the overall status of the project as the Contractor adds content to the site.
- The Contractor will complete quality assurance testing on the website before launching to ensure that the website is 508 compliant, works on multiple devices, and multiple browsers.
- The Contractor will provide an hour of training to the Partner staff members that will be managing the new website before launching the new website.
- The Contractor will work with the Partner to schedule a launch date and time for the new website as well as redirect the old website to the new.

#### 2.2.2 Exclusions

- The Contractor will not write, edit, proof, or draft any website content (text) for the new Partner site.
- If the Partner requests the Contractor to make any website changes after the launch of the new website, the Contractor will bill the Partner for the time spent.
- The Partner will not be able to create their own custom module for the website.
- The Partner will not install or update Drupal modules on the website.
- The development or redesign of online services/applications, to include but not limited to
  - http://www.nadc.nebraska.gov/ccdb/search.cgi
  - https://www.nebraska.gov/nadc/index.cgi
  - https://www.nebraska.gov/nadc/admin/
  - http://www.nadc.state.ne.us/app/
  - https://www.nebraska.gov/nadc\_filing/index.cgi
  - http://www.nadc.nebraska.gov/lobbyist\_search/index.cgi

## 2.3 Terminology

When used herein, capitalized words shall have the respective meanings set forth below:

- 2.3.1 **Must** The function or referenced object has to meet the desired outcome outlined in this project.
- 2.3.2 **Should** The desired function or referenced object may create a favorable environment if achieved but is not required; or, an opinion based on the assumptions made by the creator of the function or referenced object.
- 2.3.3 Credentials The required security information to access the application
- 2.3.4 User Any member of the general public
- 2.3.5 Data Store An organized collection of information
- 2.3.6 Published Information sent directly to a Web site viewable to the general public
- 2.3.7 Administrator- staff member of the Contractor



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### 2.4 Assumptions

- 2.4.1 Partner Director approves of the project and is prepared to provide feedback and input when needed to keep timeframes
- 2.4.2 All Partner key stakeholders will regularly attend needed meetings and provide timely feedback and input on the project throughout all phases.
- 2.4.3 Partner will provide the Contractor with the requirements
- 2.4.4 Partner will provide the Contractor with content; language and text
- 2.4.5 Partner will provide customer support for business-related questions during normal business hours
- 2.4.6 Partner will assistance with testing for business requirements
- 2.4.7 The Contractor will communicate the running total of hours that has been spent on the project to date in bi-weekly project status reports sent via email to key stakeholders.
- 2.4.8 The Contractor will communicate remaining steps to finish project with the Partner in the bi-weekly project status reports sent via email to key stakeholders.
- 2.4.9 The Contractor and Partner must agree on a scheduled launch date.
- 2.4.10 The Contractor will deliver the following:
  - 1. Education on latest web protocol items, such as accessibility compliance, web usability standards
  - 2. Marketing assistance for agency services
  - Secure hosting of service/application within the Nebraska Interactive Enterprise Technology Services (ETS) environment
  - 4. 24 hours a day, 7 days a week technical support
  - 5. Customer support for application-related questions during normal business hours as well as dedicated email support and toll-free, 800 number support
- 2.4.11 At any time during the project process, the Contractor and/or Partner has the authority to terminate and/or suspend the project if a commitment to mutually agreed upon timelines is not being honored.
- 2.4.11 This Statement of Work is an overall project hour estimate.
- 2.4.12 NADC will have the ability to and be responsible for user management
- 2.4.13 NI will be responsible for admin management

#### 2.5 Constraints

- 2.5.1 All personal and financial information will be appropriately protected according to industry security standards.
- 2.5.2 Partner/Partner workload
- 2.5.3 Change(s) in staff
- 2.5.4 Change(s) in project scope
- 2.5.5 The Contractor availability

#### 2.6 Milestones

- 2.6.1 Development of the home page and design
- 2.6.2 Development of subsequent pages



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2.6.3 Migration of page content

2.6.4 Website Go Live

## 3 Requirements

The following sections constitute all application requirements. It is understood that the application will be developed in accordance with these requirements using industry standards.

After development has been completed each requirement will be included in a comprehensive testing plan for purposes of quality assurance. All members of the "Project Team" will be responsible for executing the testing plan in accordance with these requirements.

Any omission or change in requirements after execution of this SOW has occurred must be reviewed and approved by the project team and could cause delays in the project timeline.

#### 4 Terms and Conditions

Partner and Manager agree to the following terms and conditions:

## 4.1 Confidentiality

All materials and information provided by the Partner to the Contractor or acquired by the Contractor on behalf of the Partner shall be regarded as confidential information and treated as described in Section I.KK of the Master Contract and handled in accordance with Federal and State Law. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential. The Contractor shall not be responsible for the acts or omissions of the State, any agency, members of the public, or others not under the Contractor's control.

## 4.2 SOW Representatives and Notices

All matters relating to this SOW shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this SOW.

Mailing address: Nebraska Accountability and Disclosure Commission,

**Executive Director** 

1225 L Street #400

P.O. Box 95086

Lincoln, NE 68509

Email:

frank.daley@nebraska.gov

Phone:

402-471-2522

Mailing Address:

General Manager/Contractor

1135 M Street, Suite 220

Lincoln, NE 68508

Phone:

402 471 7810

Fax:

402-471-7817

Email:

ne-support@egov.com



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Mailing Address: Nebraska State Records Board

Secretary of State

1445 K Street, Suite 2300

Lincoln, NE 68509

Phone: 402-471-1572

Fax: 402-471-3237

#### 4.3 Termination of SOW

4.3.1 Either Partner or Contractor shall have the right to terminate this SOW for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the "for cause" reason, including citation to any specific provision of this SOW, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the SOW or any addendum hereto. A reasonable period of time of not less than thirty (30) days shall be given to cure, unless as otherwise agreed to by the parties. For purposes of this SOW, the phrase "for cause" shall mean any material breach by any party to this SOW of the terms or conditions of this SOW.

4.3.2 Either Partner or Manager may terminate this SOW for convenience by giving 30 days' prior written notice to the other party.

#### 4.4 Term of SOW

This SOW shall commence on the date of execution by all parties and shall be co-terminal with the Master Contract and any extensions or renewals or replacements thereof, unless earlier terminated in accordance with the terms of this SOW.

## 4.5 Relationship of Parties

Notwithstanding any other provisions contained herein, it is expressly agreed that Contractor is an Independent Contractor in the performance of each and every part of this SOW and not an agent or employee of the Partner.

## 4.6 Changes, Modifications or Amendments

This SOW may be changed, modified or amended at any time by an instrument in writing signed by the Contractor, NSRB, and the Partner.

## 4.7 Entire Agreement

This SOW constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.

#### 4.8 Governing Law

This SOW shall be governed in all respects by the laws and statutes of the State of Nebraska

#### 4.9 Severability

If any term or condition of the SOW is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be



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affected, and the rights and obligations of the parties shall be construed and enforced as if the SOW did not contain the particular provision held to be invalid.

#### 4.10 Order of Precedence

In the event of an inconsistency between the documents of this SOW, the inconsistency will be resolved by giving precedence in the order indicated to the following:

- a. Any amendments to the Master Contract
- b. The Master Contract
- c. An amendment to this SOW; or,
- d. This SOW

## 5 Invoicing and Payment

The estimate includes reorganizing/consolidating the opinion web pages by 50% or less, as well as restructuring the active committee members to a minimum of pages that allow for intuitive search/location capability.

Project/Project Type	Hour Estimate	Rate	Cost Estimate
Meadowlark Custom Design and Content Management Migration (Details in section 2.2.1) Webpages to migrate: 150	90 hours	\$110.00 (Initial Contract Period)	\$9,900 One-time fee
Annual Maintenance (Does not include Content Management Requests)	N/A	N/A	\$1,980 /year (20% of total time and materials fees paid from row 1 above)
			Billed on the anniversary date of website launch.
Content Management Requests (Not included in Annual Maintenance)	Per Request	Per Request	\$110/hour billed by the quarter hour

- **5.1** The Contractor agrees to provide services on a time and material basis in accordance with the rates provided in Section II.W.4 of the Master Contract.
- 5.2 Applications or services not included within maintenance services are modifications or additions that materially change the utility, efficiency, or functional capability of the applications or services developed. The Contractor shall submit invoices for payment to the Partner with sufficient detail to support payment on a monthly basis, in accordance with Section I.DD. of the Master Contract. The Partner shall pay invoices within 30



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days, and otherwise in accordance with Section I.EE of the Master Contract.

## 5.3 Annual Maintenance Charge

- In addition, the Partner will pay an annual maintenance charge associated with the application developed hereunder, in an amount not to exceed 20 percent of the total time and materials fees paid pursuant to this SOW, as compensation for maintenance services to ensure the application or service developed under this SOW runs correctly in the hosted network environment, including testing, partner and customer support, IT troubleshooting assistance and bug resolution arising out of or related to the network environment.
- No maintenance charge will be assessed.

Nebraska Interactive, LLC., (The Contractor)

## 6 Signatures

Approval of the SOW indicates an understanding of the purpose and content described in this SOW. By signing this SOW, each individual agrees work should be initiated on this project and necessary resources should be committed as described herein.

Brent Hoffman, General Manager

Nebraska Accountability and Disclosure Commission

| 12-27-19 |
| Frank Daly, Jr., Executive Director | Date

Secretary of State Robert Evnen, Chairperson

Nebraska State Records Board (NSRB)

Date





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## Nebraska Board of Pardons Statement of Work 200114-1

## **Pardons Board Website PiD522**

## **Nebraska Board of Pardons**

Contractor: Nebraska Interactive, LLC Project Manager: Not Assigned Date: 6/20/2019

This Statement of Work ("SOW") is issued pursuant to the State of Nebraska Contract 69584-O4 between the Nebraska State Records Board ("NSRB") and Nebraska Interactive, LLC ("the Master Contract") and is subordinate to and subject to all terms and conditions therein.



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#### 1 Introduction

The Board of Pardons has requested the Contractor redevelop their website due to the fact that it is antiquated, not supported and not responsive. The Board recently launched a new website for the Board of Parole, <a href="https://parole.nebraska.gov/">https://parole.nebraska.gov/</a> and is interested in a similar enhancement and features.

#### **Executive Sponsor**

Don Arp, Executive Director

Email: Don.Arp@Nebraska.gov

Phone: 402-471-3847

#### **Billing Contact**

Tammy Daniel, Business Manager

Email: NBOPInvoices@nebraska.gov

## 2 Project Overview

## 2.1 Objectives

The Contractor will build a fully responsive, 508 compliant, redesigned website for the Partner. The new website will be built in Meadowlark, to allow for a more flexible user friendly way for the Partner to manage and maintain the website.

#### 2.2 Scope

#### 2.2.1 Inclusions

- The Contractor will migrate agreed upon Partner content in Meadowlark.
- The Contractor will provide a fully responsive solution.
- The Partner's Meadowlark site may include any of the following features:
  - Custom website permissions to allow website managers varying roles
  - Built-in calendar
  - o Press release feed and built-in archive
  - Easy to use WYSIWYG site editor
  - Simple file and image upload tools
  - Gallery and/or slider
  - Google Translate to translate text on website
  - Monthly Google Analytics Reports
  - o Broken link report
- The Contractor will assist with content mapping, the Contractor will build a sitemap to help the Partner organize its new website and visualize the overall flow.
- The Contractor will implement Search Engine Optimization (SEO) on the pages that the Contractor builds on the new site.



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- The Partner will provide Nebraska Interactive with the content for the website.
- The Partner will review the overall status of the project as Nebraska Interactive adds content to the site.
- The Contractor will complete quality assurance testing on the website before launching to ensure that the website is 508 compliant, works on multiple devices, and multiple browsers.
- The Contractor will provide an hour of training to the Partner staff members that will be managing the new website before launching the new website.
- The Contractor will work with the Partner to schedule a launch date and time for the new website as well as redirect the old website to the new.

#### 2.2.2 Exclusions

- The Contractor will not write, edit, proof, or draft any website content (text) for the new Partner site.
- If the Partner requests Nebraska Interactive to make any website changes after the launch of the new website, The Contractor will bill the Partner for the time spent.
- The Partner will not be able to create their own custom module for the website.
- The Partner will not install or update Drupal modules on the website.

## 2.3 Terminology

When used herein, capitalized words shall have the respective meanings set forth below:

- 2.3.1 **Must** The function or referenced object has to meet the desired outcome outlined in this project.
- 2.3.2 **Should** The desired function or referenced object may create a favorable environment if achieved but is not required; or, an opinion based on the assumptions made by the creator of the function or referenced object.
- 2.3.3 Credentials The required security information to access the application
- 2.3.4 User Any member of the general public
- 2.3.5 Data Store An organized collection of information
- 2.3.6 **Published** Information sent directly to a Web site viewable to the general public
- 2.3.7 Administrator- staff member of the Contractor

## 2.4 Assumptions

- 2.4.1 Partner Director approves of the project and is prepared to provide feedback and input when needed to keep timeframes
- 2.4.2 All Partner key stakeholders will regularly attend needed meetings and provide timely feedback and input on the project throughout all phases.
- 2.4.3 Partner will provide Nebraska Interactive with the requirements
- 2.4.4 Partner will provide Nebraska Interactive with content; language and text
- 2.4.5 Partner will provide customer support for business-related questions during normal business hours
- 2.4.6 Partner will assistance with testing for business requirements
- 2.4.7 The Contractor will communicate the running total of hours that has been spent on the project to date in bi-weekly project status reports sent via email to key stakeholders.



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- 2.4.8 The Contractor will communicate remaining steps to finish project with the Partner in the bi-weekly project status reports sent via email to key stakeholders.
- 2.4.9 The Contractor and Partner must agree on a scheduled launch date.
- 2.4.10 The Contractor will deliver the following:
  - Education on latest web protocol items, such as accessibility compliance, web usability standards
  - 2. Marketing assistance for agency services
  - 3. Secure hosting of service/application within Nebraska Interactive's Enterprise Technology Services (ETS) environment
  - 4. 24 hours a day, 7 days a week technical support
  - 5. Customer support for application-related questions during normal business hours as well as dedicated email support and toll-free, 800 number support
- 2.4.11 At any time during the project process, the Contractor and/or Partner has the authority to terminate and/or suspend the project if a commitment to mutually agreed upon timelines is not being honored.
- 2.4.12 This Statement of Work is an overall project hour estimate.
- 2.4.13 Responsibility for user access management will reside with the Board of Pardons
- 2.4.14 Responsibility for admin access management will reside with the Contractor

#### 2.5 Constraints

- 2.5.1 All personal and financial information will be appropriately protected according to industry security standards.
- 2.5.2 Partner/Partner workload
- 2.5.3 Change(s) in staff
- 2.5.4 Change(s) in project scope
- 2.5.5 The Contractor availability

#### 2.6 Milestones

- 2.6.1 Development of the home page
- 2.6.2 Development of subsequent page templates
- 2.6.3 Development for mobile platforms
- 2.6.4 Content Migration
- 2.6.5 Deployment

## 3 Requirements

The following sections constitute all application requirements. It is understood that the application will be developed in accordance with these requirements using industry standards.

After development has been completed each requirement will be included in a comprehensive testing plan for purposes of quality assurance. All members of the "Project Team" will be responsible for executing the testing plan in accordance with these requirements.



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Any omission or change in requirements after execution of this SOW has occurred must be reviewed and approved by the project team and could cause delays in the project timeline.

#### 4 **Terms and Conditions**

Partner and Contractor agree to the following terms and conditions:

#### 4.1 Confidentiality

All materials and information provided by the Partner to the Contractor or acquired by the Contractor on behalf of the Partner shall be regarded as confidential information and treated as described in Section I.KK of the Master Contract and handled in accordance with Federal and State Law. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential. The Contractor shall not be responsible for the acts or omissions of the State, any agency, members of the public, or others not under the Contractor's control.

#### 4.2 **SOW Representatives and Notices**

All matters relating to this SOW shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this SOW.

Mailing address: Nebraska Beard of Pardons, Executive Director

301 Centennial Mall South

PO Box 94946

Lincoln, NE 68509

NE.Pardonsboard@nebraska.gov Email:

Phone: 402-471-2194

Mailing Address: General Manager/Contractor

301 S 13, Suite 301

Lincoln, NE 68508

402 471 7810 Phone:

402-471-7817 Fax:

Email: ne-general-manager@nicusa.com

Mailing Address: Nebraska State Records Board

Secretary of State

1445 K Street, Suite 2300

Lincoln, NE 68509

Phone: 402-471-1572

Fax: 402-471-3237



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#### 4.3 Termination of SOW

- 4.3.1 Either Partner or Contractor shall have the right to terminate this SOW for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the "for cause" reason, including citation to any specific provision of this SOW, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the SOW or any addendum thereto. A reasonable period of time of not less than thirty (30) days shall be given to cure, unless as otherwise agreed to by the parties. For purposes of this SOW, the phrase "for cause" shall mean any material breach by any party to this SOW of the terms or conditions of this SOW.
- 4.3.2 Either Partner or Contractor may terminate this SOW for convenience by giving 30 days' prior written notice to the other party.

#### 4.4 Term of SOW

This SOW shall commence on the date of execution by all parties and shall be co-terminal with the Master Contract and any extensions or renewals or replacements thereof, unless earlier terminated in accordance with the terms of this SOW.

## 4.5 Relationship of Parties

Notwithstanding any other provisions contained herein, it is expressly agreed that Contractor is an Independent Contractor in the performance of each and every part of this SOW and not an agent or employee of the Partner.

## 4.6 Changes, Modifications or Amendments

This SOW may be changed, modified or amended at any time by an instrument in writing signed by the Contractor, NSRB, and the Partner.

## 4.7 Entire Agreement

This SOW constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.

## 4.8 Governing Law

This SOW shall be governed in all respects by the laws and statutes of the State of Nebraska

## 4.9 Severability

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

#### 4.10 Order of Precedence

In the event of an inconsistency between the documents of this SOW, the inconsistency will be resolved by giving precedence in the order indicated to the following:

- Any amendments to the Master Contract
- b. The Master Contract



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- c. An amendment to this SOW; or,
- d. This SOW

## 5 Invoicing and Payment

Project/Project Type	Hour Estimate	Rate	Cost Estimate
Meadowlark Custom Design and Content Management Migration (Details in section 2.2.1)	96 hours	\$110.00 (Initial Contract Period)	\$7,680 One-time fee
Annual Maintenance (Does not include Content Management Requests)	N/A	N/A	\$1,536 /year (20% of total time and materials fees paid from row 1 above)
			Billed on the anniversary date of website launch.
Content Management Requests (Not included in Annual Maintenance)	Per Request	Per Request	\$110/hour billed by the quarter hour

- **5.1** The Contractor agrees to provide services on a time and material basis in accordance with the rates provided in Section II.W.4 of the Master Contract.
- **5.2** Applications or services not included within maintenance services are modifications or additions that materially change the utility, efficiency, or functional capability of the applications or services developed. The Contractor shall submit invoices for payment to the Partner with sufficient detail to support payment on a monthly basis, in accordance with Section I.DD. of the Master Contract. The Partner shall pay invoices within 30 days, and otherwise in accordance with Section I.EE of the Master Contract.

## 5.3 Annual Maintenance Charge

- In addition, the Partner will pay an annual maintenance charge associated with the application developed hereunder, in an amount not to exceed 20 percent of the total time and materials fees paid pursuant to this SOW, as compensation for maintenance services to ensure the application or service developed under this SOW runs correctly in the hosted network environment, including testing, partner and customer support, IT troubleshooting assistance and bug resolution arising out of or related to the network environment.
  - No maintenance charge will be assessed.

## 6 Signatures

Approval of the SOW indicates an understanding of the purpose and content described in this SOW. By signing this SOW, each individual agrees work should be initiated on this project and necessary resources should be committed as described herein.



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Date

Nebraska Interactive, LLC., (The Contractor)  Brent Hoffman, General Manager	7/14/19 Date
Nebraska Crime Commission DBA Nebraska E	Board of Pardons, Authorized Signer
Don Arp Jr., Executive Director	Date
Nebraska State Records Board (NSRB)	3/6/20 m

Secretary of State Robert Evnen, Chairperson





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# The Office of the Chief Information Officer Statement of Work 200005-2

## OCIO Website PiD452

The Office of the Chief Information Officer

Contractor: Nebraska Interactive, LLC Project Manager: Not Assigned

Date: 4/1/2019

This Statement of Work ("SOW") is issued pursuant to the State of Nebraska Contract between the Nebraska State Records Board ("NRSB") and Nebraska Interactive, LLC ("the Contractor") and is subordinate to and subject to all terms and conditions therein.



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#### 1 Introduction

The Office of the Chief Information Officer (OCIO) has requested the Contractor to redesign their current website to be a more intuitive to flow and built using a framework that requires little to no training for content management.

#### **Executive Sponsor**

James Ohmberger, IT Administrator

Email: James.Ohmberger@nebraska.gov

Phone: 402-471-4348

## **Project Manager**

Holly West, Public Information Officer

Email: holly.west@nebraska.gov

Phone: 402-471-5807

#### **Billing Contact**

Rick Becker, NITC Administrative Manager

Email: OCIO.Procurement@nebraska.gov

Phone: 402-471-7984

## 2 Project Overview

#### 2.1 Objectives

The Contractor will build a fully responsive, 508 compliant, redesigned website for the Partner. The new website will be built in Meadowlark, to allow for a more flexible user-friendly way for the Partner to manage and maintain the website.

#### 2.2 Scope

#### 2.2.1 Inclusions

- The Contractor will migrate agreed upon Partner content in Meadowlark.
- The Contractor will provide a fully responsive solution.
- The Contractor will provide the Partner with two homepage desktop mockups of the new website.



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- The Partner will choose a mockup (allowing for time for the Contractor to make revisions).
- The Contractor will provide the Partner with one homepage mobile mockup from the chosen desktop mockup.
- Once a mockup is approved, the Contractor will begin design and migration of the Partner content.
- The Partner's Meadowlark site may include any of the following features:
  - o Custom website permissions to allow website managers varying roles
  - o Built-in calendar
  - Press release feed and built-in archive
  - o Easy to use WYSIWYG site editor
  - Simple file and image upload tools
  - o Gallery and/or slider
  - o Google Translate to translate text on website
  - Monthly Google Analytics Reports
  - Broken link report
- The Contractor will assist with content mapping. The Contractor will build a sitemap to help the Partner organize its new website and visualize the overall flow.
- The Contractor will implement Search Engine Optimization (SEO) on the pages that the Contractor builds on the new site.
- The Partner will provide the Contractor with the content for the website.
- The Partner will review the overall status of the project as the Contractor adds content to the site.
- The Contractor will complete quality assurance testing on the website before launching to ensure that the website is 508 compliant, works on multiple devices, and multiple browsers.
- The Contractor will provide an hour of training to the Partner staff members that will be managing the new website before launching the new website.
- The Contractor will work with the Partner to schedule a launch date and time for the new website as well as redirect the old website to the new.
- The Contractor will reduce the available on <a href="http://www.cio.nebraska.gov/">http://www.cio.nebraska.gov/</a> by approximately 188 pages. This includes the following:
  - Removing content and content pages from 2016 and prior. This includes Blog Posts, Awards and News Releases



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#### 2.2.2 Exclusions

- The Contractor will not write, edit, proof, or draft any website content (text) for the new Partner site.
- If the Partner requests the Contractor to make any website changes after the launch of the new website, the Contractor will bill the Partner for the time spent.
- The Partner will not be able to create their own custom module for the website.
- The Partner will not install or update Drupal modules on the website.
- The Contractor will not move or build any existing web applications or databases into the new Meadowlark website

#### 2.3 Terminology

When used herein, capitalized words shall have the respective meanings set forth below:

- 2.3.1 **Must** The function or referenced object has to meet the desired outcome outlined in this project.
- 2.3.2 **Should** The desired function or referenced object may create a favorable environment if achieved but is not required; or, an opinion based on the assumptions made by the creator of the function or referenced object.
- 2.3.3 **Credentials** The required security information to access the application
- 2.3.4 **User** Any member of the general public
- 2.3.5 **Data Store** An organized collection of information
- 2.3.6 **Published** Information sent directly to a Web site viewable to the general public
- 2.3.7 Administrator- staff member of the Contractor

#### 2.4 Assumptions

- 2.4.1 Partner Director approves of the project and is prepared to provide feedback and input when needed to keep timeframes
- 2.4.2 All Partner key stakeholders will regularly attend needed meetings and provide timely feedback and input on the project throughout all phases.
- 2.4.3 Partner will provide the Contractor with the requirements
- 2.4.4 Partner will provide the Contractor with content; language and text
- 2.4.5 Partner will provide customer support for business-related questions during normal business hours
- 2.4.6 Partner will assistance with testing for business requirements

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- 2.4.7 The Contractor will communicate the running total of hours that has been spent on the project to date in bi-weekly project status reports sent via email to key stakeholders.
- 2.4.8 The Contractor will communicate remaining steps to finish project with the Partner in the bi-weekly project status reports sent via email to key stakeholders.
- 2.4.9 The Contractor and Partner must agree on a scheduled launch date.
- 2.4.10 The Contractor will deliver the following:
  - 1. Education on latest web protocol items, such as accessibility compliance, web usability standards
  - 2. Marketing assistance for agency services
  - 3. Secure hosting of service/application within the Nebraska Interactive Enterprise Technology Services (ETS) environment
  - 4. 24 hours a day, 7 days a week technical support
  - 5. Customer support for application-related questions during normal business hours as well as dedicated email support and toll-free, 800 number support
- 2.4.11 At any time during the project process, the Contractor and/or Partner has the authority to terminate and/or suspend the project if a commitment to mutually agreed upon timelines is not being honored.
- 2.4.11 This Statement of Work is an overall project hour estimate.
- 2.4.12 Responsibility for user access management will reside with the CIO
- 2.4.13 Responsibility for admin access management will reside with the Contractor

#### 2.5 Constraints

- 2.5.1 All personal and financial information will be appropriately protected according to industry security standards.
- 2.5.2 Partner/Partner workload
- 2.5.3 Change(s) in staff
- 2.5.4 Change(s) in project scope
- 2.5.5 The Contractor availability

#### 2.6 Milestones

- 2.6.1 Development of the home page
- 2.6.2 Development of subsequent page templates
- 2.6.3 Development for mobile platforms



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2.6.4 Content Migration

2.6.5 Deployment

#### 3 Requirements

The following sections constitute all application requirements. It is understood that the application will be developed in accordance with these requirements using industry standards.

After development has been completed each requirement will be included in a comprehensive testing plan for purposes of quality assurance. All members of the "Project Team" will be responsible for executing the testing plan in accordance with these requirements.

Any omission or change in requirements after execution of this SOW has occurred must be reviewed and approved by the project team and could cause delays in the project timeline.

#### 4 Terms and Conditions

The Partner and the Contractor agree to the following terms and conditions:

#### 4.1 Confidentiality

All materials and information provided by the Partner to the Contractor or acquired by the Contractor on behalf of the Partner shall be regarded as confidential information and treated as described in Section I.KK of the Master Contract and handled in accordance with Federal and State Law. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential. The Contractor shall not be responsible for the acts or omissions of the State, any agency, members of the public, or others not under the Contractor's control.

#### 4.2 SOW Representatives and Notices

All matters relating to this SOW shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this SOW.

Mailing address: The Office of the Chief Information Officer, IT

Administrator

501 South 14th Street



1135 M Street Suite 220 Lincoln, NE 68508 | Office: 402.471.7810 | Fax: 402.471.7817

Lincoln, NE 68508

Phone:

402-471-3560

Mailing Address:

General Manager/Contractor

1135 M Street, Suite 220

Lincoln, NE 68508

Phone:

402 471 7810

Fax:

402-471-7817

Email:

ne-support@egov.com

Mailing Address:

Nebraska State Records Board

Secretary of State

1445 K Street, Suite 2300

Lincoln, NE 68509

Phone:

402-471-1572

Fax:

402-471-3237

#### 4.3 Termination of SOW

4.3.1 Either Partner or Contractor shall have the right to terminate this SOW for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the "for cause" reason, including citation to any specific provision of this SOW, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the SOW or any addendum thereto. A reasonable period of time of not less than thirty (30) days shall be given to cure, unless as otherwise agreed to by the parties. For purposes of this SOW, the phrase "for cause" shall mean any material breach by any party to this SOW of the terms or conditions of this SOW.

4.3.2 Either the Partner or Contractor may terminate this SOW for convenience by giving 30 days' prior written notice to the other party.

#### 4.4 Term of SOW

This SOW shall commence on the date of execution by all parties and shall be co-terminal with the Master Contract and any extensions or renewals or replacements thereof, unless earlier terminated in accordance with the terms of this SOW.



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#### 4.5 Relationship of Parties

Notwithstanding any other provisions contained herein, it is expressly agreed that Contractor is an Independent Contractor in the performance of each and every part of this SOW and not an agent or employee of the Partner.

#### 4.6 Changes, Modifications or Amendments

This SOW may be changed, modified or amended at any time by an instrument in writing signed by the Contractor, NSRB, and the Partner.

#### 4.7 Entire Agreement

This SOW constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.

#### 4.8 Governing Law

This SOW shall be governed in all respects by the laws and statutes of the State of Nebraska

#### 4.9 Severability

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

#### 4.10 Order of Precedence

In the event of an inconsistency between the documents of this SOW, the inconsistency will be resolved by giving precedence in the order indicated to the following:

- a. Any amendments to the Master Contract
- b. The Master Contract
- c. An amendment to this SOW; or,
- d. This SOW



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#### 5 Invoicing and Payment

Project/Project Type	Hour Estimate	Rate	Cost Estimate
Meadowlark Custom Design and Conten Management Migration (Details in section 2.2.1)		\$110.00 (Initial Contract Period)	\$6,187.50 <i>One-time</i> fee
Annual Maintenance	N/A	N/A	\$1,237.50 /year (20% of total time and materials fees paid from row 1 above)
			Billed on the anniversary date of website launch.
Content Management Requests (Not included in Annua Maintenance)	t Per Request	Per Request	\$110/hour billed by the quarter hour

- 5.1 The Contractor agrees to provide services on a time and material basis in accordance with the rates provided in Section II.W.4 of the Master Contract.
- 5.2 Applications or services not included within maintenance services are modifications or additions that materially change the utility, efficiency, or functional capability of the applications or services developed. The Contractor shall submit invoices for payment to the Partner with sufficient detail to support payment on a monthly basis, in accordance with Section I.DD. of the Master Contract. The Partner shall pay invoices within 30 days, and otherwise in accordance with Section I.EE of the Master Contract.

#### 5.3 Annual Maintenance Charge

In addition, the Partner will pay an annual maintenance charge associated with the application developed hereunder, in an amount not to exceed 20 percent of the total time and materials fees paid pursuant to this SOW, as compensation for maintenance services to ensure the application or service developed under this SOW runs correctly in the hosted network environment,



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including testing, partner and customer support, IT troubleshooting assistance and bug resolution arising out of or related to the network environment.

No maintenance charge will be assessed.

#### 6 Signatures

Approval of the SOW indicates an understanding of the purpose and content described in this SOW. By signing this SOW, each individual agrees work should be initiated on this project and necessary resources should be committed as described

Nebraska Interactive, LLC., (The Contractor)

Lumen Lasley

Carmen Easley, Director of Operations

Date

The Office of the Chief Information Officer, Authorized Party

James Ohmberger, IT Administrator

Date

Nebraska State Records Board (NSRB)

Secretary of State Robert Evnen, Chairperson

Date

3/6/2020





### Nebraska Department of Veterans' Affairs Statement of Work 200091-2

# NDVA Website Integrations, Al & Employment Build (PiD643)

### **Nebraska Department of Veterans' Affairs**

Contractor: Nebraska Interactive, LLC

Product Owner: Chelsey Pounds

Date: 12/9/2019

This Statement of Work ("SOW") is issued pursuant to the State of Nebraska Contract 69584-O4 between the Nebraska State Records Board ("NSRB") and Nebraska Interactive, LLC ("the Master Contract") and is subordinate to and subject to all terms and conditions therein.



#### 1 Introduction

The Nebraska Department of Veterans' Affairs (NDVA) has requested Nebraska Interactive (NI) to redesign the home page and templates of the current NDVA website. As well as, build a new section for employment. The goal will be to enhance the current platform to a more intuitive, one-click design, easy to find website considering new technologies and leverage existing plugins or open APIs that can be integrated. This will allow the NDVA to provide a more seamless interaction and robust site for their constituents.

**Executive Sponsor** 

John Hilgert, Director

Email: John.Hilgert@nebraska.gov

Phone: ndva@nebraska.gov

Project Manager

Holden Armstrong, Communications Director

Email: Holden.Armstrong@nebraska.gov

Phone: 402-471-2477

**Billing Contact** 

John McNally, Deputy Director

Email: john.s.mcnally@nebraska.gov>

Phone: 402-471-2458

### 2 Project Overview

#### 2.1 Objectives

The Contractor will ensure a fully responsive, 508 compliant, redesigned website and additional pages for the Partner.

#### 2.2 Scope

Level of Effort*	Scope Item	Description
21	User Story - Add Command Center	This is a new page for news.  NDVA News section for us to upload articles in, similar to blog post style  NDVA in the News — module for posting links from news outlets like NTV, NET, 1011, etc.  RSS feeds and social media feeds  What about dropping our event section into here? A module like the Events box on the current home page, also with a link to the calendar. – This would include press releases.

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Level of Effort*	Scope Item	Description
		https://www.va.gov/RSS/ probably MyHealtheVet and Office of Public and Intergovernmental Affairs feed.
8	User Story - Add searchable page for CVSO	We want it to be user-friendly, searchable, and possibly filterable. OR CVSO listing that VA likes:  https://va.alabama.gov/serviceofficer/build frame, but need to train new POC Madeline on how to manage and update - Madeline to train add" content itself  A few others VA likes Alabama https://va.alabama.gov/serviceofficer/ and Missouri https://mvc.dps.mo.gov/service/serviceofficer/ https://electrical.nebraska.gov/state-electrical-inspectors"
5	User Story - As a user, I would like a clean-cut, easy to understand navigation bar	
89	User Story - Implement Chatbot	
13	User Story - GUI FAQ	VA liked the DMV FAQ page https://dmv.nebraska.gov/help/index
21	User Story - "I am a veteran of conflict" feature	https://veterans.ny.gov/. It's just below the purple navigation bar. Madeline and I are going to be working with McNally and Phil to gather info on benefits specific to different conflicts, but I wanted to share this functionality we would like to have on the site down the road.
13	User Story - Embed ONET Search	
21	User Story - Employment job Search	Employment job opportunity APIs - NDOL (NEworks) vs Indeed
13	User Story - Employment Index Page	Include Night vision Feature Sub-story/consideration: Chatbot integration with this page
13	User Story - Statewide Resources by Health Region	plan is to have a clickable map based on the 6 health regions; possible search and filter piece based on services requested/inquired (pointed for both)
42	Scope Refinement	

#### 2.2.1 Inclusions

• The Contractor will provide a fully responsive solution.



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- The Contractor will assist with content mapping, the Contractor will build a sitemap to help the Partner organize
- The Contractor will implement Search Engine Optimization (SEO) on the pages that the Contractor builds
- · The Partner will provide the Contractor with the content
- The Partner will review the overall status of the project as the Contractor adds content to the site.
- The Contractor will complete quality assurance testing before launching to ensure that the website is 508 compliant, works on multiple devices, and multiple browsers.
- The Contractor will provide an hour of training to the Partner staff members that will be managing before launching the new website.
- The Contractor will work with the Partner to schedule a launch date and time

#### 2.2.2 Exclusions

- The Contractor will not write, edit, proof, or draft any website content (text) for the new Partner site.
- If the Partner requests the Contractor to make any website changes after the launch of the new website, the Contractor will bill the Partner for the time spent.
- The Partner will not be able to create their own custom module for the website.
- The Partner will not install or update Drupal modules on the website.
- Full integration with Geographic Solutions
- The Contractor will not move or build any existing web applications or databases. This
  includes the following applications:
  - VA County Documents Submission <a href="https://nws-stage.nebraska.egov.com/forms/va/county-submission-confidential documents">https://nws-stage.nebraska.egov.com/forms/va/county-submission-confidential documents</a>
  - VA Registry <a href="https://www.nebraska.gov/varegistry/index.cgi">https://www.nebraska.gov/varegistry/index.cgi</a>

#### 2.3 Terminology

When used herein, capitalized words shall have the respective meanings set forth below:

- 2.3.1 **Must** The function or referenced object has to meet the desired outcome outlined in this project.
- 2.3.2 **Should** The desired function or referenced object may create a favorable environment if achieved but is not required; or, an opinion based on the assumptions made by the creator of the function or referenced object.
- 2.3.3 Credentials The required security information to access the application
- 2.3.4 **User** Any member of the general public
- 2.3.5 Data Store An organized collection of information
- 2.3.6 **Published** Information sent directly to a Web site viewable to the general public
- 2.3.7 Administrator- staff member of the Contractor

#### 2.4 Assumptions

2.4.1 Partner Director approves of the project and is prepared to provide feedback and input when needed to keep timeframes

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- 2.4.2 All Partner key stakeholders will regularly attend needed meetings and provide timely feedback and input on the project throughout all phases.
- 2.4.3 Partner will provide the Contractor with the requirements
- 2.4.4 Partner will provide the Contractor with content; language and text
- 2.4.5 Partner will provide customer support for business-related questions during normal business hours
- 2.4.6 Partner will assist with testing for business requirements
- 2.4.7 The Contractor will communicate the running total of hours that has been spent on the project to date in bi-weekly project status reports sent via email to key stakeholders.
- 2.4.8 The Contractor will communicate remaining steps to finish project with the Partner in the bi-weekly project status reports sent via email to key stakeholders.
- 2.4.9 The Contractor and Partner must agree on a scheduled launch date.
- 2.4.10 The Contractor will deliver the following:
- Education on latest web protocol items, such as accessibility compliance, web usability standards
- 2. Marketing assistance for agency services
- 3. Secure hosting of service/application within the Nebraska Interactive Enterprise Technology Services (ETS) environment
- 4. 24 hours a day, 7 days a week technical support
- 5. Customer support for application-related questions during normal business hours as well as dedicated email support and toll-free, 800 number support
- 2.4.11 At any time during the project process, the Contractor and/or Partner has the authority to terminate and/or suspend the project if a commitment to mutually agreed upon timelines is not being honored.
- 2.4.11 This Statement of Work is an overall project hour estimate.
- 2.4.12 Responsibility for user access management will be managed in Meadlowlark by the admins
- 2.4.13 Responsibility for admin access management will be managed in Meadlowlark by Nebraska Interactive

#### 2.5 Constraints

- 2.5.1 All personal and financial information will be appropriately protected according to industry security standards.
- 2.5.2 Partner/Partner workload
- 2.5.3 Change(s) in staff
- 2.5.4 Change(s) in project scope
- 2.5.5 The Contractor availability

#### 2.6 Milestones

- 2.6.1 Planning
- 2.6.2 Employment Section
- 2.6.3 Home Page and Resdesign



1135 M Street Suite 220 Lincoln, NE 68508 | Office: 402.471.7810 | Fax: 402.471.7817

2.6.4 Search APIs

2.6.5 Statewide Resources

2.6.6 GUI Frequently Asked Questions

2.6.7 Chat bot

2.6.8 Statewide Resources

2.6.9 Go Live

#### 3 Requirements

The following sections constitute all application requirements. It is understood that the application will be developed in accordance with these requirements using industry standards.

After development has been completed each requirement will be included in a comprehensive testing plan for purposes of quality assurance. All members of the "Project Team" will be responsible for executing the testing plan in accordance with these requirements.

Any omission or change in requirements after execution of this SOW has occurred must be reviewed and approved by the project team and could cause delays in the project timeline.

#### 4 Terms and Conditions

Partner and Manager agree to the following terms and conditions:

#### 4.1 Confidentiality

All materials and information provided by the Partner to the Contractor or acquired by the Contractor on behalf of the Partner shall be regarded as confidential information and treated as described in Section I.KK of the Master Contract and handled in accordance with Federal and State Law. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential. The Contractor shall not be responsible for the acts or omissions of the State, any agency, members of the public, or others not under the Contractor's control.

#### 4.2 SOW Representatives and Notices

All matters relating to this SOW shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this SOW.

Mailing address: Veterans' Affairs, Director

301 Centennial Mall South, 4th Floor

PO Box 95083

Lincoln, NE, 68509

Email: ndva@nebraska.gov

Phone: 402-471-2458

Mailing Address: General Manager/Contractor

1135 M Street, Suite 220

Lincoln, NE 68508





Phone: 402 471 7810

Fax: 402-471-7817

Email: ne-support@egov.com

Mailing Address: Nebraska State Records Board

Secretary of State

1445 K Street, Suite 2300

Lincoln, NE 68509

Phone: 402-471-1572

Fax: 402-471-3237

#### 4.3 Termination of SOW

4.3.1 Either Partner or Contractor shall have the right to terminate this SOW for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the "for cause" reason, including citation to any specific provision of this SOW, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the SOW or any addendum hereto. A reasonable period of time of not less than thirty (30) days shall be given to cure, unless as otherwise agreed to by the parties. For purposes of this SOW, the phrase "for cause" shall mean any material breach by any party to this SOW of the terms or conditions of this SOW.

4.3.2 Either Partner or Manager may terminate this SOW for convenience by giving 30 days' prior written notice to the other party.

#### 4.4 Term of SOW

This SOW shall commence on the date of execution by all parties and shall be co-terminal with the Master Contract and any extensions or renewals or replacements thereof, unless earlier terminated in accordance with the terms of this SOW.

#### 4.5 Relationship of Parties

Notwithstanding any other provisions contained herein, it is expressly agreed that Contractor is an Independent Contractor in the performance of each and every part of this SOW and not an agent or employee of the Partner.

#### 4.6 Changes, Modifications or Amendments

This SOW may be changed, modified or amended at any time by an instrument in writing signed by the Contractor, NSRB, and the Partner.

#### 4.7 Entire Agreement

This SOW constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.



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#### 4.8 Governing Law

This SOW shall be governed in all respects by the laws and statutes of the State of Nebraska

#### 4.9 Severability

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

#### 4.10 Order of Precedence

In the event of an inconsistency between the documents of this SOW, the inconsistency will be resolved by giving precedence in the order indicated to the following:

- a. Any amendments to the Master Contract
- b. The Master Contract
- c. An amendment to this SOW; or,
- d. This SOW

#### 5 Invoicing and Payment

Project/Project Type	Hour Estimate	Rate	Cost Estimate
Development & Project Management	740 hours	\$110.00 (Initial Contract Period)	\$81,400.00 One-time fee
Annual Maintenance (Does not include Content Management Requests)	N/A	N/A	\$16,280.00/year (20% of total time and materials fees paid from row 1 above) Billed on the anniversary date of website launch.
Content Management Requests (Not included in Annual Maintenance)	Per Request	Per Request	\$110/hour billed by the quarter hour

- **5.1** The Contractor agrees to provide services on a time and material basis in accordance with the rates provided in Section II.W.4 of the Master Contract.
- 5.2 Applications or services not included within maintenance services are modifications or additions that materially change the utility, efficiency, or functional capability of the applications or services developed. The Contractor shall submit invoices for payment to the Partner with sufficient detail to support payment on a monthly basis, in accordance with Section





I.DD. of the Master Contract. The Partner shall pay invoices within 30 days, and otherwise in accordance with Section I.EE of the Master Contract.

#### 5.3 Annual Maintenance Charge

- ☑ In addition, the Partner will pay an annual maintenance charge associated with the application developed hereunder, in an amount not to exceed 20 percent of the total time and materials fees paid pursuant to this SOW, as compensation for maintenance services to ensure the application or service developed under this SOW runs correctly in the hosted network environment, including testing, partner and customer support, IT troubleshooting assistance and bug resolution arising out of or related to the network environment.
- No maintenance charge will be assessed.

#### 6 Signatures

Approval of the SOW indicates an understanding of the purpose and content described in this SOW. By signing this SOW, each individual agrees work should be initiated on this project and necessary resources should be committed as described herein.

Nebraska Interactive, L.C., (The Contractor)	1/16/20
Brent Hoffman, General Manager	Date **
Veterans' Affairs	1/15/2020
John Hilgert, Director	Date
Nebraska State Records Board (NSRB)	3/6/200
Secretary of State Robert Evnen, Chairperson	Date

### PROJECT STATUS REVIEW Q1 2020

(June 3, 2020)

Agency or Entity	Project Name	Start Date	<u>Target</u> Launch Date	<u>PP</u> Score
Agriculture	Semi/Annual Reporting Modify Trans	2/8/2019	5/19/2020	9
1. What is the project?				
2. What is the status of the project				
3. Is there any delay?				
4. Will it be launched within the next 90 days?				
Linda Taylor Called: Emailed: 5/11/2020 –5/19/2020 Response:				

Agency or Entity	Project Name	Start Date	<u>Target</u> Launch	<u>PP</u> Score
Brand Committee	Sale Barn Tally Report CT	10/8/2019	1/15/2020	16
1. What is the project?	"Canned" report that is our monthly summarplants and production sales. It also include numbers to complete reporting to the start cales.	d the ability to a	ıdd some histori	cal
2. What is the status of the project	Completed and deployed			
3. Is there any delay?	There were delays in the beginning, but th project.	ere was improv	ement later on in	n the
4. Will it be launched within the next 90 days?	Deployed on May 13 <sup>th</sup> .			
Danna Schwenk Called: Emailed: 5/8/2020-5/19/2020 Response: 5/19/2020				

Agency or Entity	Project Name	Start Date	<u>Target</u> Launch	PP Score
Brand Committee	Administrative Enhancement Packing Plants	10/15/2019	2/26/2020	32
1. What is the project?	This is the next major milestone of Packin allowing inspectors to use the ipads in Lockday, week, month tally reports, better hand Submission of accompanying documentation	cers and packing le holds and clea	g plants, create	end of
2. What is the status of the project	Completed and will be deployed on May 2	20.		
3. Is there any delay?	There were delays in the beginning, but t project. Yes	here was improv	ement later on	in the
4. Will it be launched within the next 90 days?	Will deploy May 20 <sup>th</sup> .			
Danna Schwenk Called: Emailed: 5/8/2020-5/19/2020 Response: 5/19/2020				

Agency or Entity	Project Name	Start Date	<u>Target</u> Launch Date	<u>PP</u> Score
Courts Administrative Office	AOC Trial Court eFiling Action/Order Data Load	06/05/19	04/07/20	20
1. What is the project?	The current eFiling system uses lists of count and orders that are built into the application, actions/orders tables within the JUSTICE prowork across systems, but can lead to differe involves modifications to both the eFiling and integration of the JUSTICE tables as the social eFiling system. The result will be better alignmaintenance for both Nebraska Interactive a making it easier to bring new case types and	and which are ogram. This is nees between the JUSTICE urce of actions nment, and lesind the Judicia	e separate from to a not only a duplithe two. This pr system to faciliand orders data so long-term Il Branch, as wel	he cation of oject tate for the
2. What is the atatus of the president	Final stages of testing			
2. What is the status of the project				
3. Is there any delay?	No			
4. Will it be launched within the next 90 days?	Yes			
Jennifer Rasmussen Called: Emailed: 5/8/2020 Response: 5/11/2020				

Agency or Entity	Project Name	Start Date	<u>Target</u> Launch Date	<u>PP</u> Score
Courts Administrative Office	AOC Trial Court eFiling Automate Statute Data Dump	11/6/2019	07/14/2020	26
1. What is the project?	"Bills of Exception" (BOE) is the terminology describe verbatim transcripts created as a peroject is laying the structure for the eFiling reporters, and external third parties to submiclerk staff and/or judges. There are a number Court rule changes that will need to be made system can be implemented statewide. Neb initial product that can be tested, evaluated, needed comes together.  Just starting development	art of the appe system to acco it these transci er of policy, pro e before an en oraska Interact	llate process. Tommodate court ripts electronical ocess and Suprestirely electronic Edive is developing	his ly to eme BOE I an
2. What is the status of the project				
3. Is there any delay?	No			
4. Will it be launched within the next 90 days?	No			
Jennifer Rasmussen Called: Emailed: 5/8/2020 Response: 5/11/2020				

Agency or Entity	Project Name	Start Date	<u>Target</u> Launch Date	PP Score
Nebraska Motor Vehicles Department	PTP Update Method to REST	03/26/2018	11/19/2019	21
1. What is the project?	Internal for subscribers			
2. What is the status of the project				
3. Is there any delay?				
4. Will it be launched within the next 90 days?				
Called: Emailed: Response:				

Agency or Entity	Project Name	Start Date	<u>Target</u> Launch	<u>PP</u> Score
Nebraska Department of Motor Vehicles	DLS Voter Reg Text Changes	2/21/2020	04/08/2020	25
1. What is the project?	Text changes related to voter registration	n on our online	screens.	
2. What is the status of the project	Completed.			
3. Is there any delay?	None.			
4. Will it be launched within the next 90 days?	It was launched on the required due date.			
Sara O'Rourke Called: Emailed: 5/21/2020 Response: 5/11/2020				

Agency or Entity	Project Name	Start Date	<u>Target</u> Launch	<u>PP</u> Score
Nebraska Department of Motor Vehicles	MVR eNotice Gov2Go	2/27/2020	4/22/2020	18
1. What is the project?	Adding motor vehicle registration renewal platform and making required changes to n			d
2. What is the status of the project	The project is in the testing phase.			
3. Is there any delay?	Minimal delays to accommodate changes system.	required on the	DMV back end	
4. Will it be launched within the next 90 days?	Yes			
Betty Johnson Called: Emailed: 5/11/2020 – 5/21/20 Response: 5/23/20				

Agency or Entity	Project Name	Start Date	<u>Target</u> Launch Date	PP Score
Fire Marshal	Elevator Rewrite to WS Call	5/7/2019	12/27/2019	12
1. What is the project?				
2. What is the status of the project				
3. Is there any delay?				
4. Will it be launched within the next 90 days?				
Christopher Cantrell Called: Emailed: 05/11/2020 – 5/21/20 Response:				

Agency or Entity	Project Name	Start Date	<u>Target</u> Launch Date	PP Score
Nebraska Department of Insurance	Medical Malpractice Renewals	4/16/2019	07/01/2020	26
1. What is the project?	Medical Malpractice online qualification for database.	the Excess Lia	ability Fund and	
2. What is the status of the project	Data migration			
3. Is there any delay?	Yes, the project has sometimes gone more stook some team members' time. <b>NOTE:</b> ask—Us. NIC has had some personnel turnove making progress.	k where the de	lay came in - re	sponse
4. Will it be launched within the next 90 days?	That is our hope, but we think 180 days is r	nore realistic.		
Laura Arp Called: Emailed: 5/8/2020 Response: 5/8/2020				

Agency or Entity	Project Name	Start Date	<u>Target</u> Launch	<u>PP</u> Score
Department of Natural Resources	Water Well Search Contractor/Upload CR	03/20/2019	3/11/2020	12
1. What is the project?	We are enhancing the user interface for water through a Nebraska Interactive, Inc. website. We amount of rejected well registrations and we ar list of license holders for each account.	e are making a fe	ew changes to re	duce the
2. What is the status of the project	We are working on the data exchange portion NeDNR. We are receiving more data than befo our database for groundwater wells.			
3. Is there any delay?	There has been a delay on the importing process using a JSON file sent through the NI, Inc. API. We had to wait for NI, Inc. to finish their coding, so we had a stable JSON file with which to do our coding. There has been some inconsistencies in the JSON file contents for different well records, which we weren't expecting. Scheduling both sets of developers to work through this issue while both sets of developers have multiple ongoing projects has been a challenge. We expect this to be resolved within a couple of weeks, so it is not a major issue. The benefits to our customers far outweigh this slight delay.			N file le ets of ongoing eeks, so
4. Will it be launched within the next 90 days?	I am hoping to launch the new interface by the	end of June 2020	0.	
Mike Thompson Called: Emailed: 5/8/2020 Response: 5/11/2020				

Agency or Entity	Project Name	Start Date	<u>Target</u> Launch Date	<u>PP</u> Score
Pardon's Board	Website	12/12/2019	03/25/2020	11
	New website for Pardons Board			
1. What is the project?	New Website for Pardons Board			
2. What is the status of the project	Part 1 (New website is completed). Part been scheduled yet as the app is under rev			not
3. Is there any delay?	Some slight delays caused by rate confus director of the Records Board.	ion and questio	ns from the form	er
4. Will it be launched within the next 90 days?	Part 1 is already live. Part 2 is unlikely to	be started withi	n the next 30 – 6	60 days.
Don Arp Called: Emailed: 05/11/2020 Response: 05/11/2020				

Agency or Entity	Project Name	Start Date	<u>Target</u> Launch Date	<u>PP</u> Score
Nebraska State Patrol	CHP File Bound Upgrade CR	09/20/2019	06/15/2020	11
1. What is the project?	Creating a new API connection to FileBourenewals, lost/stolen and data changes.	nd for the CHP	applications for	
2. What is the status of the project	In progress.			
3. Is there any delay?	No			
4. Will it be launched within the next 90 days?	Yes			
Jeff Avey Called: Emailed: 5/8/2020 – 5/21/2020 Response: 6/2/2020				

Agency or Entity	Project Name	Start Date	<u>Target</u> Launch	<u>PP</u> Score
Nebraska State Patrol	Limited Criminal File Bound Upgrade	09/20/2019	06/15/2020	11
1. What is the project?	Creating a new API connection to FileBo Receipts and Disseminations.	und for the onli	 ne Criminal His	tory
2. What is the status of the project	In progress			
3. Is there any delay?	No.			
4. Will it be launched within the next 90 days?	Yes			
Jeff Avey 402-479-4085 Called: Emailed: 5/8/2020 – 5/21/2020 Response: 06/02/2020				

Agency or Entity	Project Name	Start Date	<u>Target</u> Launch	<u>PP</u> Score
Nebraska State Patrol	Appointment Calendar Integration CR	10/4/2019	02/12/2020	12
1. What is the project?				
	In progress			
2. What is the status of the project				
3. Is there any delay?	Delay due to additional requirements and	work for anothe	r vendor	
4. Will it be launched within the next 90 days?	Yes			
<b>Jeff Avey</b> 402-479-4085 Called: Emailed: 5/8/2020 – 5/21/2020 Response: 06/02/2020				

Agency or Entity	Project Name	Start Date	<u>Target</u> Launch Date	<u>PP</u> Score
Nebraska Department of Revenue	NDR Tax Payment Plan Phase 2	4/3/2019	04/21/2020	20
1. What is the project?	Payment Plan – Phase II. Phase II provides role assignment, reporting, processing busi		_	h as
2. What is the status of the project	In late December 2018 we implemented the first phase of the project knowing we would have another deployment phase. Phase II requirements are still in development.			ing we
3. Is there any delay?	Yes. The Phase II requirements have preser a delay.	nted challenge	s which have res	sulted in
4. Will it be launched within the next 90 days?	Although I have said this before, I have ever in the next 90 days.	y bit of confide	ence Phase II wil	l deploy
Robert Wagner Called: Emailed: 5/8/2020 Response: 5/11/2020 will respond 5/27/2020				

Agency or Entity	Project Name	Start Date	<u>Target</u> Launch Date	<u>PP</u> Score
Secretary of State	EFS Original Filings Re-Template	3/19/2019	4/22/2020	15
1. What is the project?	SOS EFS Continuations & Terminations Ro	etemplate		
2. What is the status of the project	This project is complete. It started 3/18/202	20 and comple	ted 4/29/2020.	
3. Is there any delay?	This was a small project and no delays experienced. The delay was getting this scheduled and out of the backlog of projects.			
4. Will it be launched within the next 90 days?	The updates launched 4/29/2020.			
Chad Sump Called: Emailed: 5/8/2020 Responded: 5/21/2020				

Agency or Entity	Project Name	Start Date	<u>Target</u> Launch	<u>PP</u> Score
Veterans' Affairs	Website –Home page design & Employment Build	9/13/19	7/1/2020	21
1. What is the project?	We are adding several additional features and new functionalities to our website, as well as completing a redesign of the look and feel. It initially started with the passing of LB 138 (specifically section 1-5a) which requires us to create a job-search tool for veterans. We expanded that to be the "Nebraska Veterans' Gateway with a job search as well as several other employment-focused tools. We have an employment/education "resource expert" that will help veterans navigate the many resources available to them in finding employment, getting additional training, etc. We also have a new military-to-civilian job converter that can convert military job codes to similar jobs in the civilian world. And we are including easy-to-access resources for job tools from the USVA, NDOL, NEworks, Nebraska State Jobs, and our own agency postings.  In addition to the new employment tools, we are adding several other new features to the website to better serv veterans and their families, including a clickable map to find your county veteran service officer (replacing a sta PDF directory we host now); an expansive news and events page with our press releases, links to news coverage of our agency, RSS and social media feeds from the USVA and other partners, and our upcoming events; an expanded benefits and services section with its own "resource expert" that will guide veterans and family members to the county, state, and federal benefits they are seeking; a collection of mental and behavior; health resources across the state with a clickable map for each health region, and other filters to find specific resources; a live chat feature for people to immediately chat in real-time with accredited veteran service officers (which NE Interactive also helped us implement on our current website to help with limited access to the office due to COVID-19).  We wanted to also update the look and feel of the site to coincide with the launch of all our new features. It has been a while since our last update and since it is being upgraded in so			ch iateway" on oyment, itary job om the other serve ng a static service and ehavioral pecific e officers e office se. It has o update extremely
2. What is the status of the project	The project is on schedule and going very well. All our ideas have looking really great. We have had a lot of ambitious ideas, so see timeframe has been quite impressive.	•	_	
3. Is there any delay?	No delays.			
4. Will it be launched within the next 90 days?	Yes, we're looking at a July 1 launch date, though details of coordall that is still TBD. Our announcement should be around that tin	-	unch event with pr	ress and
Holden Armstrong Called: Emailed: 05/11/2020 Response: 5/11/2020				

### GM Report Project Priority Report Q1 2020



Partner Name	Project Name	Start Date	Target Launch Date	PP Score End Date
NSRB Project Schedule for Completion				
Department of Motor Vehicles	DMV PTP Update Method to REST	03/26/18	11/19/19	21
State Fire Marshal	SFM Elevator Rewrite to WS Calls	05/07/19	12/27/19	12
Nebraska Brand Committee	NBC Sale Barn Tally Report CR	10/08/19	01/15/20	16
Nebraska State Patrol	NSP Appt Calendar Integration CR	10/04/19	02/12/20	12
Nebraska Brand Committee	NBC Admin Enhancement Packing Plants	10/15/19	02/26/20	32
Department of Natural Resources	DNR Water Well Search Contractor/Upload CR	03/20/19	03/11/20	12
Pardon Board	Pardons Board Website	12/12/19	03/25/20	11
Administrative Office of the Courts	AOC Trial Court eFiling Action/Order Data Load CR	06/05/19	04/07/20	20
Department of Motor Vehicles	DMV DLS Voter Reg Text Changes CR	02/21/20	04/08/20	25
Nebraska Department of Revenue	NDR Tax Payment Plan Phase 2	04/03/19	04/21/20	20
Secretary of State	SOS EFS Continuations & Terminations Retemplate	03/19/19	04/22/20	15
Department of Motor Vehicles	DMV MVR eNotice Gov2Go	02/27/20	04/22/20	18
Nebraska Department of Agriculture	NDA Semi/Annual Reporting Modify Trans < 1.75	02/08/19	05/19/20	9
Nebraska State Patrol	NSP Limited Criminal File Bound Upgrade CR	07/26/19	06/15/20	11
Nebraska State Patrol	NSP CHP File Bound Upgrade CR	09/20/19	06/15/20	11
Veterans' Affairs	NDVA Website - Home Page Design & Employment Build	09/13/19	07/01/20	21
Department of Insurance	DOI Medical Malpractice Renewals	04/16/19	07/01/20	26
Administrative Office of the Courts	AOC Trial Court eFiling Automate Statute Data Dump	11/06/19	7/14/2020	26
NSRB Project Completion				
Governor	Governor Centralized Licensing & Permits Website	05/31/19	01/10/20	21 01/10/20
Department of Motor Vehicles	DMV Practice Test New & Changes to Questions	12/05/19	01/01/20	12 01/21/20
Nebraska Liquor Control Commission	NLCC License Search - ODL Retail CR	01/02/20	01/01/20	14 01/21/20
Administrative Office of the Courts	AOC Trial Court eFiling Attorney Enhancement Pkg I	09/03/19	11/19/19	18 01/22/20
Nebraska Department of Agriculture	NDA Farmers Market Add Labels	11/20/19	12/17/19	8 01/23/20
City of Springfield	City of Springfield Utility Payment (AE)	11/13/19	02/15/20	30 02/06/20
Nebraska State Patrol	NSP MCDV Project Phase 1	10/24/18	02/18/20	27 02/24/20
Nebraska State Patrol	NSP MCDV Project Phase 2	05/13/19	02/18/20	18 02/24/20
Secretary of State	SOS EFS Original Filings Retemplate	03/19/19	01/29/20	15 02/25/20
Workers Compensation Court	WCC eFiling eService to Co-Counsel CR	09/05/19	02/11/20	8 02/26/20
Doniphan Village	Village of Doniphan Payport	02/18/20	03/17/20	21 03/09/20
Nebraska Department of Agriculture	NDA Food Permit Pass TPE Instance ID	02/08/19	02/11/20	12 03/10/20
Board of Public Accountancy	BPA CPA Initial Permit to Practice (AE)	08/30/18	12/27/19	23 03/16/20
Nebraska Department of Agriculture	NDA Quarterly Reporting Modify Trans < 1.75	02/26/20	03/24/20	9 03/17/20
Administrative Office of the Courts	AOC Mediator Portal Document Upload CR	12/20/19	02/25/20	12 03/24/20
NSRB Project Schedule for Completion -	Target Dates Changed or removed past 90 Days			
Nebraska State Patrol	NSP Felony Conviction Project Phase 3	09/30/19	3/10/20	26
	** Target dates highlighted in yellow denote a change from prior Quarter			

Exported on May 7, 2020 10:38:39 AM CDT Page 1 of 1

### **General Manager's Report**

January – March 2020 Quarter 1

#### **COVID-19 Statement**

As the Coronavirus begins to impact our state it will be more critical than ever that government information and services are available to the public. I wanted to reach out to assure you that our team at NI takes our responsibility to support our government partners very seriously, and we have enacted additional measures to both protect the health and safety of our employees and to ensure continued availability and security of the online government services we support.

This commitment extends to the highest level of our parent company, NIC. NIC CEO, Harry Herington, is personally coordinating our COVID-19 response and overseeing the precautions being taken companywide. Therefore, Nebraska Interactive will recognize his commitment by adopting NIC's Policy change and Recommendations for the following:

- Travel Restriction Policy
- Internal and External Meeting Restrictions
- Personal Travel
- Guidelines for Remaining On-site Employees
- Physical distancing (formerly Social Distancing

**Brent Hoffman** 

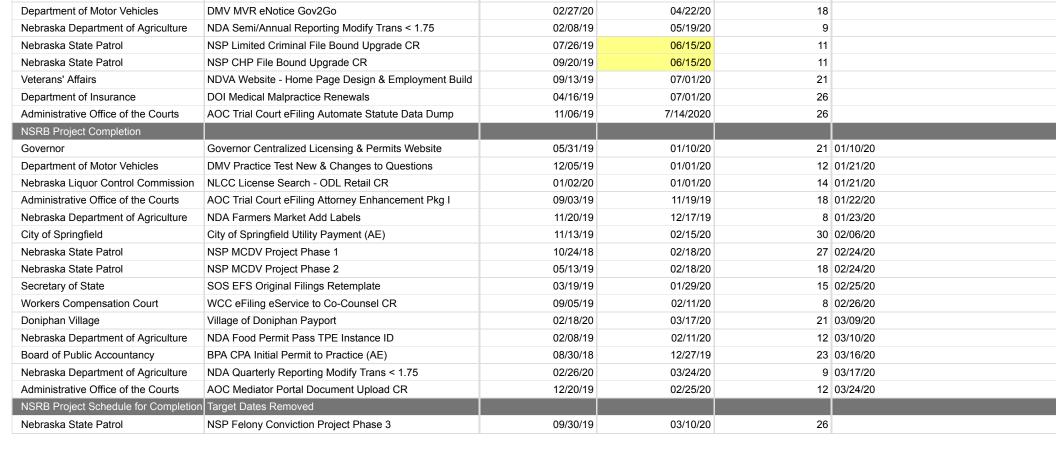
#### Attachments

Google Analytics

Statements

### **Project Priority Report**

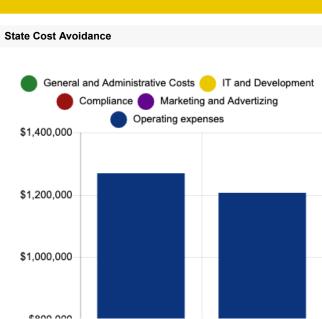
Partner Name	Project Name	Start Date	Target Launch Date	PP Score	End Date
NSRB Project Schedule for Completion	n				
Department of Motor Vehicles	DMV PTP Update Method to REST	03/26/18	11/19/19	21	
State Fire Marshal	SFM Elevator Rewrite to WS Calls	05/07/19	12/27/19	12	
Nebraska Brand Committee	NBC Sale Barn Tally Report CR	10/08/19	01/15/20	16	
Nebraska State Patrol	NSP Appt Calendar Integration CR	10/04/19	02/12/20	12	
Nebraska Brand Committee	NBC Admin Enhancement Packing Plants	10/15/19	02/26/20	32	
Department of Natural Resources	DNR Water Well Search Contractor/Upload CR	03/20/19	03/11/20	12	
Pardon Board	Pardons Board Website	12/12/19	03/25/20	11	
Administrative Office of the Courts	AOC Trial Court eFiling Action/Order Data Load CR	06/05/19	04/07/20	20	
Department of Motor Vehicles	DMV DLS Voter Reg Text Changes CR	02/21/20	04/08/20	25	
Nebraska Department of Revenue	NDR Tax Payment Plan Phase 2	04/03/19	04/21/20	20	



03/19/19

04/22/20

### **Financials**



Secretary of State



SOS EFS Continuations & Terminations Retemplate



January
\$3,188,289
\$826,384
\$117,246
\$709,138
\$169,465

\$10,053

\$192,925

\$1.924

\$25,475

\$184,814

\$701,903

\$124,481

\$30,684

\$93.797

February			
\$3,152,636			
\$818,136			
\$119,909			

\$698,227

\$211,713

\$10,329

\$195,547

\$1,924

\$28,190

\$190,635

\$758,246

\$59,890

\$19,410

\$40,480



\$130.592

\$786,538

\$201,986

\$189,022

\$9,975

\$1.905

\$25,923

\$201,960

\$761,362

\$155,768

\$49,511

\$106.257



\$917,130 \$2,561,650

15



\$367,747

\$2,193,903

\$583,164

\$30,357

\$577,494

\$5.753

\$79,588

\$577,409

\$2,221,511

\$340,139

\$99,605

\$240,534





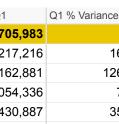
-2%

23%

-18%

-13%

-21%



PY Q1 \$8,705,983 16% \$2,217,216 \$162.881 126% \$2,054,336 7% 35% \$430,887 -12% \$34,346 \$476,110 21% \$5.696 1% \$101,976 -22%

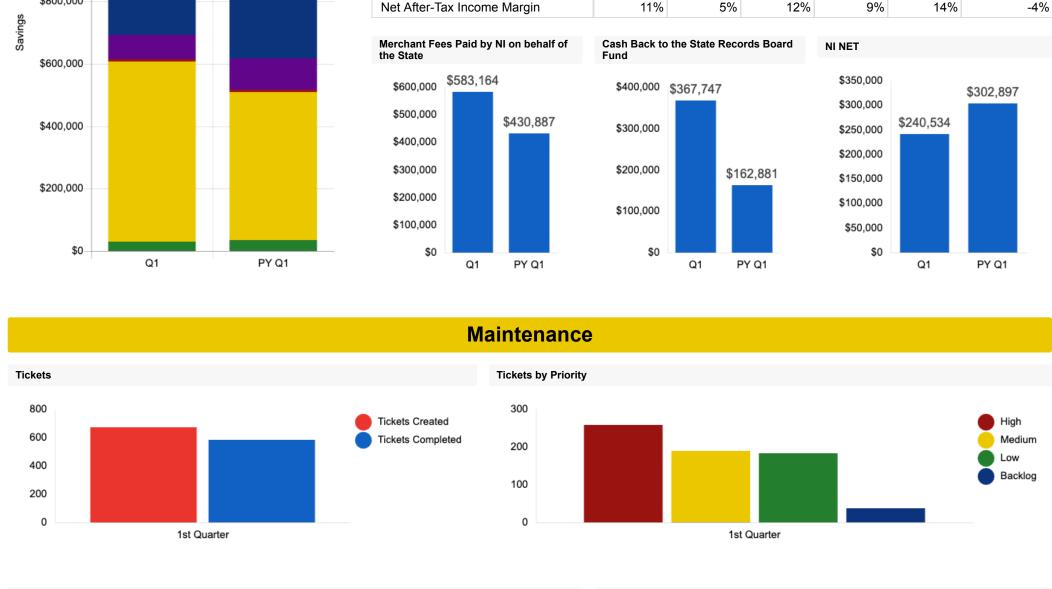
\$588,553

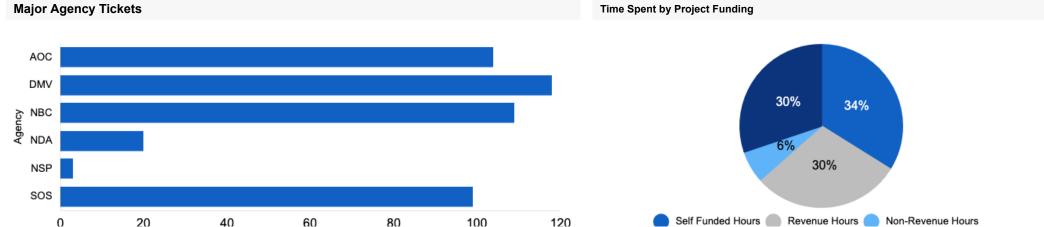
\$416,766

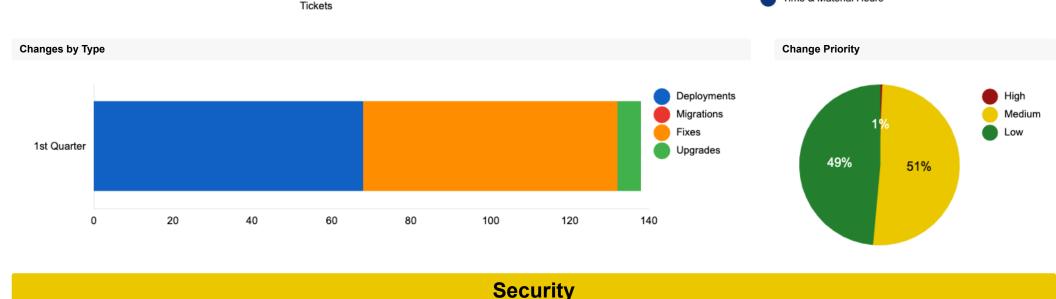
\$113,868

\$302.897

\$1,800,451







# **Security Update**

Q1 2020 the NIC has been working to identify the scope of testing efforts.

This has involved communications to establish the preferred penetration testing approach by the portal and quarterly updates to the network declaration form. These five touch points lay the

foundational understanding of what exists and what should be tested on behalf of the Nebraska enterprise.

Using the annual test plan and network declaration forms, NIC worked to identify vulnerabilities through interactive analysis of production-like environments. NIC has conducted 40 system vulnerability scans during Q1 2020. A holistic penetration approach has been scheduled for April 13 thru May 15, 2020 during this time NIC will be in constant contact to provide the Nebraska Enterprise with any findings that require immediate attention and remediation.

# **Security Assessments**

Time & Material Hours

Security Compliance Assessment Completion:

Pending completion - 100%

PCI AOC: PCI AOC completed on: 4.14.2019

Review and Update Process and Procedures:

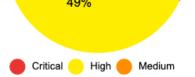
Last completed on:

Incident Response Plan – 7.25.2019 NebraskaSecurityOperations – 7.19.2019 Nebraska.gov Policies – 1.3.2020

System Vulnerability Scans: **14**Security Code Reviews: **26**Static Code Analysis: **0** 







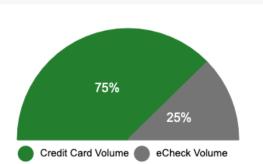
# **Transactions**



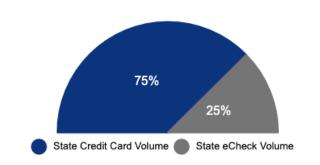
# **State Processor**

# **County Processor**

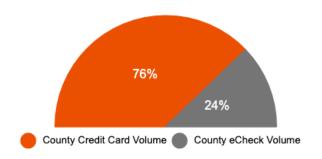
**Total Transaction Volume by Payment Category** 



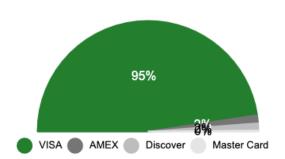
State Transactions by Payment Category



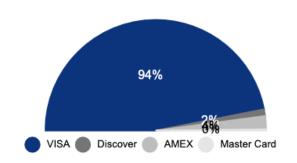
**County Transactions by Payment Category** 



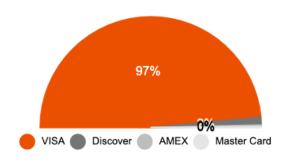
**Total Transactions by Card Type** 



State Transactions by Credit Card Type



**County Transactions by Card Type** 



#### **Total Return Rate**

**Credit Card** 

1st Quarter: 3%

eCheck

1st Quarter: 22%

#### **State Return Rates**

State Credit Card Return Rate

1st Quarter: 1.2%

State eCheck Return Rate

1st Quarter: 3.5%

# **County Return Rates**

**County Credit Card Return Rate** 

1st Quarter: **14.4%** 

**County eCheck Return Rate** 

1st Quarter: 44.7%

# **Contract Management**

#### Bandwidth

NIC in collaboration with AT&T did an emergency maintenance to increase the bandwidth to the data center to Sunday, April 12th from 2:00 am to 4:00 am. Our network is setup to burst when traffic reaches a certain thresh hold for short periods of time. Due to the long term nature of situation increasing the total bandwidth to the enterprise was critical. The number of sessions for the Governor's website hosted by NI for March 2020 was 312,432 session vs 45,160 during same March 2019 a 585% increase in traffic.

#### **Remote Work Transition**

As Part of NI's Business continuity plan we annually test our remote work plan a contract requirement which made for a seamless transition. This was unique with our partner company NIC and the State making the transition. We experienced a slowdown in support tickets and meetings while the State transitioned. A Survey of the Nebraska team scored this transition 8.8 out 10 when asked how are they adapting operationally they scored it 4.0 out of 5, with a company morale score of 7.9 our of 10.

#### Legislation (Postponed)

LB746 – Data Privacy Act

LB1200 – seeks to make the branding electronic, reduce Registered Feedlot fees and increase local inspection fees.

The Nebraska Brand Committee is committed to ensuring ongoing funding and our partnership.

LB1165 – Seeks to eliminate the Brand Committee and put the responsibilities within the Department of AG. This would put \$2.7M in portal gross revenue in jeopardy.

- Both LB746 and LB1200 are dead. The Agriculture committee has set up interim committees to determine the cost savings and the effeciencies of the system.

#### **Governor's Center on Operational Excellence (COE)**

Carmen Easley is working with Director Matt Singh to have monthly touch bases for teams and COE to bridge the knowledge gap between management and teams when it comes to QDIPS and visual management.

### State Power outage

On Friday, February 7th the OCIO has a power disruption in their data center that started at 5:45 pm. Caused service interruptions for us that communicate with the State's servers on that evening. Immediate impact was less than 2 hours.

#### **State User Training Stats**

NI flew the Director of User Experience Tim McKennan from NIC\PA for the NI hosted User Accessibility training. Attendance was much better than we expected. 107 attendees total across 2 sessions. 48 Different State agencies. The event was managed using our Event registration system. the survey

averaged a 4 out of 5 rating for the preparedness, value and immediate impact to heir work. The only lower rating was for a longer duration than a single day course. The participants are interested in Google Analytics, Agile Practices, Privacy and Security. Here are some of the comments from the survey:

- Excellent material - would like to see this offered regularly. Anyone I told about it after the fact was interested in attending.

- 508 training was so helpful and it was great that there was a lot of participation and questions
- Thank you for your time and dedication to sponsor this training, excellent the state is helping employees address accessibility.
- Great job! Not a fan of the round tables but you made it work!

The materials can be accessed here:

Technical Accessibility: <a href="https://slides.com/azraelgroup/technical-accessibility-nic">https://slides.com/azraelgroup/technical-accessibility-nic</a>

Content Development, Social Media, and Accessibility: <a href="https://slides.com/azraelgroup/content-development-a11y">https://slides.com/azraelgroup/content-development-a11y</a>.

#### Nebraska Resource district Legislative conference

Brent Hoffman spoke at the Nebraska Resource district Legislative conference to discuss payment processing services available to NRD's. Approximately 20 people attended the class with 4 opportunities as a result.

# **Growth**

#### **Nebraska Professional Licensing RFP**

Health and Human Services has released an RFP for Professional licensing solution. The agency has a \$140,000 in annual spend, with any budget exceptions on hold and from our perspective is not likely to move forward.

#### **Courts**

NI had their quarterly strategic meeting to review project statuses and future planning. The Deputy Adminitrator is pleased with the progress and is looking forward to mandatory eFiling and OTC for courts.

The Courts have asked for NI to evaluate a dedicated development team with the primary revenue generators 1) Mandatory eFiling and 2) OTC Court Payments. Our concern is the lack of guaranteed revenue and no up-front investment to secure new hires. An estimated \$275,000 in new annual revenue comes short of the estimated cost of a new team at \$725,000 annually.

#### **Vital Records**

NIC's Vital Record system continues to be ready for production launch. The new Deputy Director has received a demo and wanted time to do some internal evaluation.

#### **DMV Regional Service Centers**

Proposed OTC for a county Treasures' enhancement to expand MVR to Veterans and people of service with proof of military

This will make proof of insurance mandatory

Governor wants this enhancement by end of year 2020 and;

Roll out of the remaining Regional Service centers for Driver License Services OTC system to county treasurers.

#### **Centers for Medicare & Medicaid Services (CMS)**

DHHS has informed us that the system that houses all medical facility and license data is migrating from their current system ACO to iQues.

This is expected to be a rolling change which will require 4-6 application enhancements, potentially multiple times for the New file formats as the transition occurs. This will impact NI Health professional license searches and hinder our ability to develop new services for the State.

#### **DotComm (Douglas County/City Of Omaha IT partnership)**

NI met with Douglas County IT (DottComm) Director Vijay Bada about engaging the City of Omaha and Douglas County in utilizing NIC's mobile solution Gov2Go. Next steps are to provide a demo of the product once Motor Vehicle Registrations are live in the app.

#### SR22/26

Approval has been given to discontinue services from AAMVA. Big WIN for the citizen! In February a citizen at the DMV could not reinstate their license, they need to pay their fine and without an SR22/26 from the insurance company could not drive. The DMV directed the user to pay their court citation on their phone, then reinstate their Driver's license. Once completed the DMV called the insurance company to submit the SR22 online. The customer was out the door in less that 30 minutes. Nebraska is the only state which allows real-time submissions of court citations, reinstatements and SR22/26.

# **Innovation Strategy**

#### **GovStatus**

Brent Hoffman lead an NIC initiative for local NIC enterprises to help partners respond to COVID-19. GovStatus is a product focused on quickly and efficiently disseminating information to the public during a local, county, or state-wide emergency. During a state of emergency government websites can be overrun with traffic and frequently crash, limiting the public's access to critical information. The GovStatus platform provides a robust and easy way for government agencies to create informational pages that can withstand very large amounts of traffic, which makes them perfect for publishing on social media and to the press. GovStatus is flexible and can provide maps, videos, text information, and even allows for citizens to sign up for alerts via email and SMS when new information is published to the site. At the end of March, one third of NIC states are using GovStatus with their partners to keep citizens up to date with COVID-19. Now that the Federal government has sent \$2.2 Trillion dollars in government aide partners are going to be pressured by special interest groups for transparency. GovStatus is uniquely positioned to provide our partners and new states customizable transparency site. GovStatus was designed for universal situations.

#### **Microsoft**

Brent and Scott Somerhalder met with the Governor's Chief of Staff, Director of the State's Center of Operational Excellence, to provide the opportunity for Microsoft to offer to host a business outcomes workshop. This was to be an executive level discussion to get the Governor onboard, identify an agency for the workshop and a quick win ahead of the business one-stop.

#### **Inspection Portal**

Governor Pete Ricketts announced the launch of a new state resource aimed at improving the customer experience for business owners and entrepreneurs, who are working to grow their businesses in Nebraska. The State of Nebraska's One Stop License Portal or <a href="https://onestop.nebraska.gov/">https://onestop.nebraska.gov/</a> website provides a the first phase of a one-stop-shop where business operators can go to find all of their needed filings.

# **Verticals Strategy**

### **PrompPay**

NIC has a new service that allows government employees to request and collect payment via a pre-populated payment link by SMS text message and/or email to citizens and businesses. This eliminates over the phone, fax payment processing or other methods that incur PCI compliance risk, risk of handling payment information. Prompt Pay improves the secure handling of electronic payment information (PCI compliance), modernizing the user's experience when interacting with government entities and reducing the workload of the government employees.

#### **PayPort**

2 New Features added to PayPort to facilitate over the counter payments and streamlined reconciliation

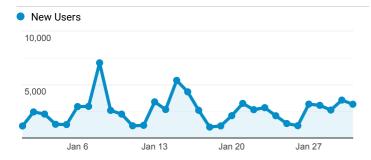
- Cash Payments: The PayPort service now records and reports on cash transactions on the same organization. No more double reconciliation process as this solution allows you to take cash in addition to credit/debit card and eCheck.
- Paper Check: Cashiers are now able to record paper check payments at the counter. Like cash recording, it allows you to record check payments in addition to other types, thus allowing you to reconcile all types of payments at the counter.

# monthly update

Jan 1, 2020 - Jan 31, 2020



#### **New Users**



# Users



#### Avg. Session Duration and Pages / Session



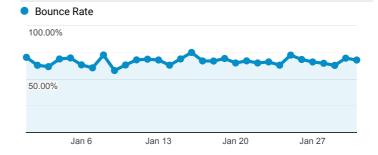
#### Sessions by Browser

Browser	Sessions
Chrome	58,704
Internet Explorer	22,825
Safari	15,727
StatusCake_Pagespeed_Indev	8,400
Edge	8,014
Firefox	5,088
Samsung Internet	1,338
Safari (in-app)	353
Android Webview	283
Amazon Silk	206

#### Hits by Device Category

Device Category	Hits
desktop	166,650
mobile	42,329
tablet	5,640

#### **Bounce Rate**



#### Service provider

Hostname	Avg. Time on Page
www.nebraskahistory.org	00:19:23
www.nol.org	00:07:52
terc.nebraska.gov	00:07:22
www.co.keith.ne.us	00:05:46
ne-vvaprd-web-a01	00:04:09
storage.googleapis.com	00:03:58
ne-vvaprd-web-a02.cdc.nicusa.com	00:03:02
www.dmv.ne.gov	00:03:01
www.ptsd.ne.gov	00:02:56
www.nebraska.gov	00:02:37

#### Revenue



Unique Pageviews and	nique Pageviews and % New Sessions by Month of the year					
Month of the year	Unique Pageviews	% New Sessions				
01	168,663	66.34%				

© 2020 Google

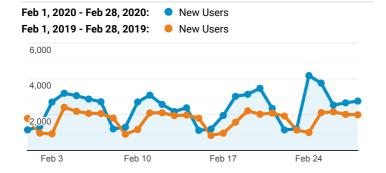
J

#### monthly update

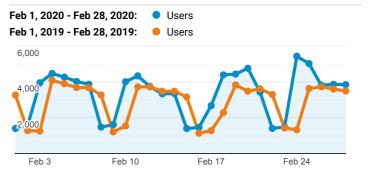
Feb 1, 2020 - Feb 28, 2020 Compare to: Feb 1, 2019 - Feb 28, 2019



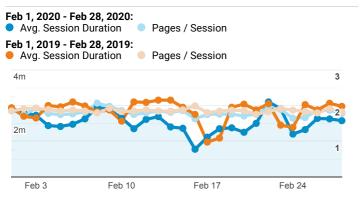
#### **New Users**



#### Users



#### Avg. Session Duration and Pages / Session



#### Sessions by Browser

Samsung Internet

Feb 1, 2020 - Feb 28, 2020

Browser	Sessions
Chrome	
Feb 1, 2020 - Feb 28, 2020	45,012
Feb 1, 2019 - Feb 28, 2019	34,344
% Change	31.06%
Internet Explorer	
Feb 1, 2020 - Feb 28, 2020	18,389
Feb 1, 2019 - Feb 28, 2019	34,839
% Change	-47.22%
Safari	
Feb 1, 2020 - Feb 28, 2020	15,593
Feb 1, 2019 - Feb 28, 2019	13,397
% Change	16.39%
Firefox	
Feb 1, 2020 - Feb 28, 2020	8,489
Feb 1, 2019 - Feb 28, 2019	7,574
% Change	12.08%
Edge	
Feb 1, 2020 - Feb 28, 2020	7,538
Feb 1, 2019 - Feb 28, 2019	6,311
% Change	19.44%
StatusCake_Pagespeed_Indev	
Feb 1, 2020 - Feb 28, 2020	5,879
Feb 1, 2019 - Feb 28, 2019	0
% Change	100.00%

1,213

#### Hits by Device Category

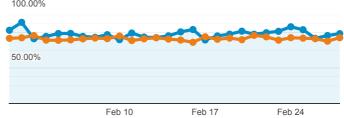
Device Category	Hits
desktop	
Feb 1, 2020 - Feb 28, 2020	140,107
Feb 1, 2019 - Feb 28, 2019	140,461
% Change	-0.25%
mobile	
Feb 1, 2020 - Feb 28, 2020	40,338
Feb 1, 2019 - Feb 28, 2019	35,104
% Change	14.91%
tablet	
Feb 1, 2020 - Feb 28, 2020	5,267
Feb 1, 2019 - Feb 28, 2019	8,294
% Change	-36.50%
Service provider	

server3.kproxy.com		Feb 1, 2019 - Feb 28, 2019	
Feb 1, 2020 - Feb 28, 2020	00:16:44	% Change	
Feb 1, 2019 - Feb 28, 2019	00:00:00	Android Webview	
% Change	100.00%	Feb 1, 2020 - Feb 28, 2020	
ne.gov		Feb 1, 2019 - Feb 28, 2019	
Feb 1, 2020 - Feb 28, 2020	00:10:43	% Change	
Feb 1, 2019 - Feb 28, 2019	00:00:18	Safari (in-app)	
% Change	3,571.43%	Feb 1, 2020 - Feb 28, 2020	
www.lcc.nebraska.gov		Feb 1, 2019 - Feb 28, 2019	
Feb 1, 2020 - Feb 28, 2020	00:09:16	% Change	
Feb 1, 2019 - Feb 28, 2019	00:00:00	Amazon Silk	
% Change	100.00%	Feb 1, 2020 - Feb 28, 2020	
www.vets.state.ne.us		Feb 1, 2019 - Feb 28, 2019	
Feb 1, 2020 - Feb 28, 2020	00:05:23	% Change	
Feb 1, 2019 - Feb 28, 2019	00:00:00		
% Change	100.00%	Paunaa Data	
mvdealerbd.ne.gov		Bounce Rate	naa Data
Feb 1, 2020 - Feb 28, 2020	00:05:16	· ·	nce Rate nce Rate
Feb 1, 2019 - Feb 28, 2019	00:00:00	100.00%	
% Change	100.00%	A	
www.nebraskaprevlink.ne.gov		50.00%	
Feb 1, 2020 - Feb 28, 2020	00:05:04	00.0076	
Feb 1, 2019 - Feb 28, 2019	00:00:00		
% Change	100.00%	Feb 10	Feb 17
nol.org			
Feb 1, 2020 - Feb 28, 2020	00:04:28	Revenue	
Feb 1, 2019 - Feb 28, 2019	00:01:18	Feb 1, 2020 - Feb 28, 2020: • Reve	
% Change	244.22%		enue
www.ncpa.ne.gov		\$1.00	
Feb 1, 2020 - Feb 28, 2020	00:04:00		
Feb 1, 2019 - Feb 28, 2019	00:00:00	\$0.00	
% Change	100.00%		
www.translatoruser-int.com		Feb 3 Feb 10	Feb 17
Feb 1, 2020 - Feb 28, 2020	00:03:44		
Feb 1, 2019 - Feb 28, 2019	00:00:00		
% Change	100.00%		
www.aero.state.ne.us			
Feb 1, 2020 - Feb 28, 2020	00:02:55		
Feb 1, 2019 - Feb 28, 2019	00:00:00		
% Change	100.00%		

# Unique Pageviews and % New Sessions by Month of the year

Month of the year	Unique Pageviews	% New Sessions
02		
Feb 1, 2020 - Feb 28, 2020	146,494	64.87%
Feb 1, 2019 - Feb 28, 2019	141,381	48.84%
% Change	3.62%	32.83%

# ate ate

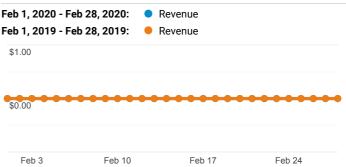


8.11%

340 291 16.84%

204 272 -25.00%

198 239 -17.15%



#### **Payment Statement** February 29, 2020

TO: Nebraska State Records Board c/o Secretary of State's Office Room 2300, State Capitol Lincoln, NE 68509-4608

SED - Electrician Apprentice License

SEDEXAM3 - Exam Application (\$3 fee)

SED - License List

FROM: Nebraska Interactive LLC 1 S. 13th, Suite 301 ıcoln, NE 68508

PERIOD COVERED:	January 1st - January 31s	st					
Transaction Services Subject to the 20% Split with the N	lebraska State Records Board						
Service/Volume Processed	No. of Records e	e per Record	Total Revenue	Agency Share	NII Gross Share N	ISRB Share (2 N	90.00% II Share (80%)
DMV- DLR - Batch	13,451	\$3.00	\$40,353.00	\$26,902.00	\$13,451.00	\$2,690.20	\$10,760.80
DMV- DLR - Monitoring Fee	675,512	\$0.06	\$40,530.72	\$27,020.48	\$13,510.24	\$2,702.05	\$10,808.19
DMV- DLR - Interactive	82,614	\$3.00	\$247,842.00	\$165,228.00	\$82,614.00	\$16,522.80	\$66,091.20
DMV- DLR - Certified	13	\$3.00	\$39.00	\$26.00	\$13.00	\$2.60	\$10.40
DMV- DLR - Certified Transcript	154	\$4.00	\$616.00	\$462.00	\$154.00	\$30.80	\$123.20
DMV-SRIND	4	\$0.50	\$2.00	\$0.00	\$2.00	\$0.40	\$1.60
DMV - DLR Single	2,117	\$3.00	\$6,351.00	\$4,234.00	\$2,117.00	\$423.40	\$1,693.60
DMV - Driver License Renew	11,864	Varia	\$329,284.50	\$313,635.00	\$15,649.50	\$3,129.90	\$12,519.60
DMVMETROSOUTH	1,970	Varia	\$50,374.50	\$47,606.50	\$2,768.00	\$553.60	\$2,214.40
DMVMETROSOUTH-Cash	1,792	Varia	\$39,347.00	\$39,347.00	\$0.00	\$0.00	\$0.00
DMVMapleLocation	1,690	Varia	\$42,575.00	\$40,299.00	\$2,276.00	\$455.20	\$1,820.80
DMVMapleLocation-Cash	1,424	Varia	\$31,066.00	\$31,066.00	\$0.00	\$0.00	\$0.00
DMVMetroWest	, 0	Varia	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMVMetroWest-Cash	0	Varia	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMVNorthExpress	856	Varia	\$21,732.75	\$20,588.00	\$1,144.75	\$228.95	\$915.80
DMVNorthExpress-Cash	1,221	Varia	\$28,115.50	\$28,115.50	\$0.00	\$0.00	\$0.00
DMV- TLR - Interactive	20,702	\$1.00	\$20,702.00	\$8,280.80	\$12,421.20	\$2,484.24	\$9,936.96
DMV- TLR - batch	27,968	\$1.00	\$27,968.00	\$11,187.20	\$16,780.80	\$3,356.16	\$13,424.64
DMV- TLR - Set-up Fee	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Special Request Runs	10	\$50.00	\$500.00	\$340.00	\$160.00	\$32.00	\$128.00
DMV- TLR - Vol. Over 2,000/Run	39	\$18.00	\$702.00	\$390.00	\$312.00	\$62.40	\$249.60
DMV - Reinstatement	1,981	\$3.00	\$147,968.00	\$142,025.00	\$5,943.00	\$1,188.60	\$4,754.40
DMV - IRP	927	Variable	\$8,273,383.97	\$8,258,662.83	\$14,721.14	\$2,944.23	\$11,776.91
DMV - IRTA	1,164	Variable	\$274,306.39	\$272,104.98	\$2,201.41	\$440.28	\$1,761.13
DMVSPLATE	332	Variable	\$8,096.00	\$7,100.00	\$996.00	\$199.20	\$796.80
SPLATEMESS	502	Variable Variable	\$24,826.00	\$23,320.00	\$1,506.00	\$301.20	\$1,204.80
DMV - SingleTripPermit	567	Variable Variable	\$23,251.00	\$23,320.00	\$1,886.00	\$377.20	\$1,508.80
DMV - Motor Vehicle Renewals	26.532	Variable Variable	\$5,672,364.89	\$5,536,063.86	\$136,301.03	\$27,260.21	\$1,508.80
DMV Fleets	,		\$5,672,364.69 \$444,367.57	\$442,201.10	\$2,166.47	\$433.29	\$1,733.18
_	20 7	Variable					
DMV_DAS		Variable	\$394.00	\$316.00	\$78.00 \$5.005.00	\$15.60	\$62.40
HHSS - Health Practitioner Lists	89	Variable	\$5,965.00	\$0.00	\$5,965.00	\$1,193.00	\$4,772.00
HHSS - Health Practitioner Lists Bulk	3	Variable	\$2,785.00	\$0.00	\$2,785.00	\$557.00	\$2,228.00
HHSS - Health License Monitoring	23,427	Variable	\$234.27	\$0.00	\$234.27	\$46.85	\$187.42
HHSS - Health License Monitoring Mo. Min.	5	Variable	\$73.14	\$0.00	\$73.14	\$14.63	\$58.51
HHSS - Health Risk Appraisal Company	0	50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HHSS - Health Risk Appraisal Employee	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LCC Renewals	0	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LCC Local Renewals	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LCC_SDL	234	Variable	\$10,445.71	\$9,840.00	\$605.71	\$121.14	\$484.57
SED - Electrical Permits	0	4% of Fee	\$61,988.00	\$61,988.00	\$2,479.52	\$495.90	\$1,983.62
SED - Electrician License Renewal	0	2% of Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OFD Flooriston Assessment of Liverses	404	0.00	<b>#4.000.00</b>	M 4 000 00	ΦE <del>7</del> 0 00	M444 00	Φ4EO 4O

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Variable

\$4,393.00

\$5,166.00

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\$5,166.00

\$15.00

\$573.00

\$246.00

\$5.00

\$114.60

\$1.00

\$49.20

\$458.40

\$196.80

\$4.00

SEDEXAM5 - Exam Application (\$5 fee)	12	5.00	\$1,560.00	\$1,560.00	\$60.00	\$12.00	\$48.00
SOS - Corporation filings (LLC/LLP) (TPE)	19	\$3.00	\$447.00	\$390.00	\$57.00	\$11.40	\$45.60
SOS - NonProfit Reports	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Document eDelivery	2,169	\$2/varia	\$146,459.75	\$141,290.00	\$5,169.75	\$1,033.95	\$4,135.80
SOS - Corp filings (Foreign/Domestic Corporations)	12,698	Variable	\$1,244,486.96	\$1,199,258.00	\$45,228.96	\$9,045.79	\$36,183.17
SOS - corpdocs (TPE)	1,628	Variabl <sub>-</sub>	\$7,851.85	\$4,005.86	\$3,845.99	\$769.20	\$3,076.79
SOS - CollectionRenew	0	Variabl <sub>-</sub>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Monthly Batch Service	5	\$800.00	\$4,000.00	\$2,000.00	\$2,000.00	\$400.00	\$1,600.00
SOS - Corporate Special Request(TPE)	38	Varia	\$735.00	\$367.50	\$367.50	\$73.50	\$294.00
SOS - Corporate Special Request	2	\$15.00	\$30.00	\$15.00	\$15.00	\$3.00	\$12.00
SOS - Corporate Bi-Monthly Batch Service	0	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Weekly Batch Service	9	\$300.00	\$2,700.00	\$1,350.00	\$1,350.00	\$270.00	\$1,080.00
SOS - Corp_OCOGS	830	\$6.50	\$5,395.00	\$2,075.00	\$3,320.00	\$664.00	\$2,656.00
SOS - Corpcogs	6	\$10.00	\$60.00	\$60.00	\$0.00	\$0.00	\$0.00
SOS - Corpimg2	5,236	\$0.45	\$2,356.20	\$1,675.52	\$680.68	\$136.14	\$544.54
SOS - UCC Bi-Monthly Batch Service	0	500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Bulk Images	6	\$800.00	\$4,800.00	\$2,400.00	\$2,400.00	\$480.00	\$1,920.00
SOS - UCC Weekly Batch Service	9	\$300.00	\$2,700.00	\$1,350.00	\$1,350.00	\$270.00	\$1,080.00
SOS - UCC Interactive Searches	11,221	\$4.50	\$50,494.50	\$39,273.50	\$11,221.00	\$2,244.20	\$8,976.80
SOS - UCC Monthly Batch Service	3	\$800.00	\$2,400.00	\$1,200.00	\$1,200.00	\$240.00	\$960.00
SOS - UCC Special Request	1,236	Variabl	\$2,472.00	\$1,236.00	\$1,236.00	\$247.20	\$988.80
SOS - UCC Periodic Dump	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Debtor Location	19	\$15.00	\$285.00	\$142.50	\$142.50	\$28.50	\$114.00
SOS - UCC Continuation Filings	1,747	\$8.00	\$13,976.00	\$11,355.50	\$2,620.50	\$524.10	\$2,096.40
SOS - UCC Original Filings	2,051	\$8.00	\$16,408.00	\$13,331.50	\$3,076.50	\$615.30	\$2,461.20
SOS - UCC Electronic Amendments	408	\$8.00	\$3,264.00	\$2,652.00	\$612.00	\$122.40	\$489.60
SOS - UCC Electronic Assignments	0	\$8.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Electronic Collateral Amendments	189	\$8.00	\$1,512.00	\$1,228.50	\$283.50	\$56.70	\$226.80
SOS - UCC Images	20,353	\$0.45	\$9,158.85	\$6,512.96	\$2,645.89	\$529.18	\$2,116.71
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$100.00	\$400.00
SOS - UCCAMEND_BUL	22	Variable	\$176.00	\$143.00	\$33.00	\$6.60	\$26.40
SOS - UCCASSIGN_BULK	17	Variable Variable	\$136.00 \$64.00	\$110.50 \$52.00	\$25.50 \$42.00	\$5.10 \$2.40	\$20.40 \$9.60
SOS - UCCCOLLAMEND SOS - UCCCONT BULK	8 90	Variable Variable	\$720.00	\$52.00 \$585.00	\$12.00 \$135.00	\$2.40 \$27.00	\$108.00
SOS - UCCONT_BULK SOS - UCCORIG_BULK	599	Variable Variable	\$4,792.00	\$3,893.50	\$898.50	\$179.70	\$718.80
SOS - EFS Interactive Searches	3,580	\$4.50	\$4,792.00 \$16,110.00	\$12,530.00	\$3,580.00	\$779.70 \$716.00	\$2,864.00
SOS - EFS Special Request	0,380	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - EFS Continuations	396	\$8.00	\$3,168.00	\$2,574.00	\$594.00	\$118.80	\$475.20
SOS - EFS Original Filings	386	\$8.00	\$3,088.00	\$2,509.00	\$579.00	\$115.80	\$463.20
REV - Sales/Use Tax Permit Lists	5	\$5.50	\$27.50	\$0.00	\$27.50	\$5.50	\$22.00
REV - Sales Tax Filings	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REV - Income Tax Withholding Filings (941N)	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBPA Renewals	0	5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NREC - Real Estate Commission Services	228	3% of Fee	\$36,025.00	\$34,944.25	\$1,080.75	\$216.15	\$864.60
E&A - Engineers & Architects License Renewal	78	5% of Fee	\$6,675.00	\$6,675.00	\$333.75	\$66.75	\$267.00
E&A - Engineers & Architects	49	5% of Fee	\$7,350.00	\$7,350.00	\$367.50	\$73.50	\$294.00
Water Well Registrations	193	5% of Fee	\$14,940.00	\$13,894.20	\$1,045.80	\$209.16	\$836.64
REV - Motor Fuels Tax Filing	729	\$0.25	\$182.25	\$0.00	\$182.25	\$36.45	\$145.80
NDOA - Applicator permits	879	Variable	\$48,820.00	\$46,649.00	\$2,171.00	\$434.20	\$1,736.80
NDOA - AGAERIAL_LICENSE	1	Variable	\$102.49	\$98.25	\$4.24	\$0.85	\$3.39
NDOA - Measuring device	37	Variable	\$6,273.18	\$6,127.87	\$1 <del>4</del> 5.31	\$29.06	\$116.25
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCWGS	230	Variable	\$2,035,720.09	\$2,034,881.03	\$839.06	\$167.81	\$671.25
NDOA - AGSMALL_PACKAGE	222	Variable	\$145,210.93	\$142,841.75	\$2,369.18	\$473.84	\$1,895.34
NDOA - AG_EURO_CORN	1	Variable	\$51.25	\$48.25	\$3.00	\$0.60	\$2.40
NDOA - AGFFAL_Tonnage	577	Variable	\$283,639.94	\$281,406.73	\$2,233.21	\$446.64	\$1,786.57
NDOA - AGFIRM_REGISTRATION	8	Variable	\$132.23	\$117.75	\$14.48	\$2.90	\$11.58
NDOA - AGGFAL_Renew	136	Variable	\$2,423.84	\$2,147.00	\$276.84	\$55.37	\$221.47

MODA - Fold Libers Remewals   10   Variable   \$7.704.91   \$7.770.77   \$1.514.1   \$3.63   \$107.37   \$1.000   \$0.00	NDOA - DAIRY/EGG/TURKEY	6	Variable	\$17,837.74	\$17,803.27	\$34.47	\$6.89	\$27.58
NODA - FOOD LICENSE RELEV   0   Variable   S0.00   S0.00   S0.00   S0.00   S0.00   NODA - MODA - AGNES RELEV   0   Variable   S0.00   S0.00   S0.00   S0.00   NODA - AGNES RELEV   0   Variable   S0.00   S0.00   S0.00   S0.00   S0.00   NODA - AGNES RELEV   0   Variable   S0.00   S0.00   S0.00   S0.00   S0.00   NODA - AGNES RELEV   S0.00   S0.00   S0.00   S0.00   S0.00   NODA - AGNES RELEV   S0.00   S0.0								
NODA - AGMILK, RENEW   0   Variable   S0.00   S0.00   S0.00   S0.00   S0.00   S0.00   NODA - AGMILK, RENEW   19   Variable   S0.091   S0.00   S0.00   S0.00   S0.00   NODA - AGPESTREALY   19   Variable   S0.091   S0.00   S0.00   S0.00   S0.00   S0.00   NODA - AGPESTREALY   S0.005   S0.00   S0.00   S0.00   S0.00   NODA - AGPESTREALY   S0.005   S0.00   S0.	•							
NODA - APERSTRELLY								
NDO.AAGPESTPROD.NEW								
NDO-A -AG CervineFacility Permit   90   Variable   50,00   5								
NDO.A. AGACTM/NERCT   133	<del>-</del>							
NDOA -AGNURSERY RENEW   128								
NDOA -AGNURSERY STOCK   7								
NDOA -AGFERMIT_SELISEIDS   7								
NODA - Agebet Delat New   7								
NDOA - AGPESTIDEAL NEW NOA - AGRESTIDEAL N								
NOA - Governor Ag Conference   9   \$3.00   \$1.281.11   \$1.280.00   \$31.11   \$6.22   \$2.488   \$5.874   \$1.780.00   \$3.11   \$6.22   \$2.488   \$5.874   \$1.780.00   \$3.11   \$6.22   \$2.488   \$5.874   \$1.780.00   \$3.11   \$6.22   \$2.488   \$5.874   \$1.780.00   \$3.11   \$6.22   \$2.488   \$5.874   \$1.780.00   \$3.11   \$6.22   \$2.488   \$2								
SFM - Fireworks Licenses   3								
SPM   Elevarion   Splay Permits   62   Variable   \$47,007 87   \$16,309,00   \$667,87   \$131,57   \$528,00   \$587   \$10,000   \$								
SPM_BELEVATOR								
SFM_ELEVATOR         88         Variable         \$20,535.00         \$20,400         \$52,80         \$21,20           SFM_ELEVATOR_CC%         66         Variable         \$15,140         Variable         \$15,80         \$3,067,388.39         \$45,871.80         \$94,17         \$376,88           OTC-Celliback         \$14,31         Variable         \$859,473.53         \$656,718.50         \$2,700.33         \$552,01         \$2,208.02           PropertyTax Payments         \$262         Variable         \$659,473.53         \$656,713.50         \$2,700.33         \$552,01         \$2,208.02           NDOL_OVR_PMT         48         Variable         \$6,990.30         \$0,00         \$102.94         \$20,59         \$22,585.00           NDOL_TAX_PMT         48         Variable         \$5,990.30         \$0,00         \$102.94         \$20,59         \$22,585.00           NEROADS -NDOTEPMS         \$13         Variable         \$277,752.25         \$259,155.00         \$18,097.25         \$3,719.45         \$14,877.85           NEROADS -NDOTEPM         \$3         Variable         \$159.00         \$15,000         \$3,00         \$1,407.00         \$14,877.85           NEROADS -NDOTEPM         \$3         Variable         \$159.00         \$15,000         \$2,000.00	·							
SFN_ELEVATOR_CC%         66         Variable         \$15,000         \$10,00         \$47,05         \$34,17         \$378,68           OTC Bilback         15,140         Variable         \$32,007,388.39         \$45,871,80         \$31,41         \$30,897,44           OTC Bilback         143         Variable         \$824,08         \$0,07         \$2,700,00         \$552,01         \$552,01         \$552,01         \$2,208,00           NDOL - Contractor Registration         1,119         Variable         \$50,483,85         \$47,115,00         \$3,886,85         \$673,77         \$2,208,00           NDOL - Contractor Registration         1,119         Variable         \$50,483,85         \$47,115,00         \$3,088,85         \$673,77         \$2,208,00           NDOL - Contractor Registration         1,025         Variable         \$4,505,35         \$0,00         \$20,417         \$40,83         \$18,33           NEROADS - DT Permits         10,625         Variable         \$1,218,28         \$1,144,33         \$73,35         \$14,67         \$14,67           NEROADS - NDOTPERMITS         17         Variable         \$32,185         \$3,416,77         \$38,68           NEROADS - NDOTPERMITS         17         Variable         \$30,417         \$3,416,77         \$3,416,77								
OTC-Ower the counter payment         15,140         Variable         \$3,172,260.19         \$3,067,388.39         \$48,871.80         \$174,36         \$36,667.44           OTC-Bilbback         143         Variable         \$659,473.53         \$50,00         \$524,00         \$552.01         \$2,208.02           Propert/Tax Payments         262         Variable         \$659,473.53         \$656,713.50         \$2,700.03         \$552.01         \$2,208.02           NDOL Contractor Registration         1,119         Variable         \$6,963.83         \$6,974.15.00         \$3,388.85         \$673,77         \$2,269.00           NDOL TAX, PMT         48         Variable         \$6,505.35         \$0.00         \$204.17         \$40.83         \$18.34           NEROADS-DOT PErmits         10,625         Variable         \$277.752.25         \$259,155.00         \$15,972.5         \$3,719.45         \$14,817.80           NEROADS-NDOTSPBN         3         Variable         \$15,900         \$150.00         \$30.00         \$18.0         \$7.20           NEROADS-NDOTSPEMITS         1,197         Variable         \$15,900         \$30.00         \$5,700         \$5,000         \$5,000         \$10.00         \$5,000         \$10.00         \$2.000.00         \$5,700         \$5,000         \$10.00								
OT Celliblack         143         Variable         \$682.08         \$0.00         \$824.08         \$164.82         \$689.26           PropertyTax Payments         262         Variable         \$569,473.53         \$565,713.50         \$3,560.33         \$551.01         \$2,080.00         \$102.02         \$50,083.85         \$47,115.00         \$3,368.85         \$573.77         \$2,685.08         \$0.00         \$102.04         \$2,685.08         \$0.00         \$102.04         \$2,695.08         \$0.00         \$102.04         \$2,685.08         \$0.00         \$102.04         \$2,685.08         \$0.00         \$102.04         \$2,685.08         \$0.00         \$102.04         \$2,685.08         \$10.00         \$100.00         \$204.17         \$40.83         \$13.33         \$103.34         \$102.00         \$100.00 <td< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></td<>								
PropertyTax Payments   262								
NDOL O'NETACT Registration   1,119								
NODC   TAX, PMT								
NODI_TAX_PMT		,						
NEROADS   DOT   Pemits   10,625								
NEROADS-NDOT_RMS   13								
NEROADS NDOTSPDMTS	<del>-</del>							
NEROADS - NDOTPERMITS	<del>-</del>							
State Patrol Crime Report   1,397   \$18.00   \$22,270.00   \$22,800.00   \$5,472.00   \$1,094.00   \$4,377.60   \$1,094.00   \$3,477.60   \$1,094.00   \$2,030.40   \$1,094.00   \$2,030.40   \$1,094.00   \$2,030.40   \$1,094.00   \$2,030.40   \$1,094.00   \$1,09								
NSPCCW_Renew - NSP Conceal & Samp; Carry Permit Renewal         564         \$4.50         \$30,738.00         \$28,200.00         \$2,538.00         \$507.60         \$2,030.40           NSPApptFee         244         \$4.50         \$13,730.31         \$12,983.00         \$747.31         \$14.62         \$597.85           State Patrol Crime Report - Subscriber         1,014         Variable         \$15,684.00         \$12,975.90         \$2,708.10         \$541.62         \$2,166.48           Event Registration         163         10% of Fee         \$6,889.01         \$6,214.51         \$674.50         \$134.90         \$539.60           Sarpy, Stop         173         Variable         \$19,325.00         \$18,685.43         \$469.57         \$93.91         \$375.60           Medicaid & Long Term Care         156         \$1.75         \$12,393.00         \$273.00         \$54.60         \$2218.40           City of Waverly Soccer Registration (CDB)         0         \$1.75         \$0.00 <t< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></t<>								
NSPApplFee         244         \$4.50         \$13,730.31         \$12,983.00         \$74.731         \$149.46         \$597.85           State Patrol Crime Report - Subscriber         1,014         Variable         \$15,684.00         \$12,975.90         \$2,708.10         \$514.62         \$2,166.48           Event Registration         163         10% of Fee         \$6,889.01         \$6,214.51         \$674.50         \$134.90         \$539.80           Sarpy Stop         173         Variable         \$19,325.00         \$18,855.43         \$469.57         \$93.91         \$575.66           City of Waverly Soccer Registration (CDB)         0         \$1.75         \$0.00								
State Patrol Crime Report - Subscriber   1,014   Variable   \$15,684.00   \$12,975.90   \$2,708.10   \$541.62   \$2,166.48   Event Registration   163   10% of Fee   \$6,889.01   \$6,214.51   \$674.50   \$134.90   \$539.60   \$3270.90   \$12,935.00   \$18,855.43   \$469.57   \$93.91   \$3375.66   Medicaid & Long Term Care   156   \$1.75   \$12,393.00   \$12,939.00   \$273.00   \$54.60   \$218.40   \$10.00   \$1.75   \$10.00   \$0.00								
Event Registration         163         10% of Fee         \$6,889.01         \$6,214.51         \$674.50         \$134.90         \$539.00           Sarpy_Stop         173         Variable         \$19,325.00         \$18,855.43         \$469.57         \$93.91         \$375.66           Medicai & Long Term Care         156         \$1.75         \$12,393.00         \$12,393.00         \$273.00         \$54.60         \$218.60           City of Waverly Soccer Registration (CDB)         0         \$1.75         \$0.00								
Sarpy_Stop         173         Variable (acid & 19,325.00)         \$18,855.43         \$49,57         \$93.91         \$375.66           Medicaid & Long Term Care         156         \$1.75         \$12,393.00         \$273.00         \$273.00         \$54.60         \$218.40           City of Waverly Soccer Registration (CDB)         0         \$1.75         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00           City of Waverly Soccer Registration (TPE)         0         Variable         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00           recreation_program         152         Variable         \$8,983.74         \$8,760.00         \$223.74         \$44.75         \$178.99           order_form_LPNNRD         147         Variable         \$4,654.28         \$4,294.17         \$360.11         \$72.02         \$288.09           Vital Records         0         Variable         \$0.00								
Medicaid & Long Term Care         156         \$1.75         \$12,393.00         \$273.00         \$54.60         \$218.40           City of Waverly Soccer Registration (TPE)         0         \$1.75         \$0.00								
City of Waverly Soccer Registration (CDB)         0         \$1.75         \$0.00         \$0.00         \$0.00         \$0.00           City of Waverly Soccer Registration (TPE)         0         Variable         \$0.00         \$17.79         \$178.99         order form_LPNNRD         \$147         Variable         \$4,654.28         \$4,294.17         \$360.11         \$72.02         \$288.09         order form_LPBNRD         \$0.00 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>								
City of Waverly Soccer Registration (TPE)         0         Variable stage         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$178.99         \$178.99         \$178.99         \$178.99         \$179.00         \$179.00         \$178.99         \$18.99         \$18.99         \$18.99         \$18.99         \$18.99         \$11.24         \$2.25         \$8.99         \$10.00         \$10.00         \$10.00         \$10.00         \$10.00         \$10.00         \$10.00         \$10.00         \$10.00         \$10.00         \$10.00         \$10.00         \$10.00								
recreation_program         152 order_form_LPNNRD         Variable variable variable         \$8,983.74 stable variable variab								
order_form_LPNNRD         147         Variable variable         \$4,654.28         \$4,294.17         \$360.11         \$72.02         \$288.09           order_form_LBBNRD         3         Variable         \$252.05         \$240.81         \$11.24         \$2.25         \$8.99           Vital Records         0         Variable         \$0.00	• • • • • • • • • • • • • • • • • • • •							
order_form_UBBNRD         3         Variable variable         \$252.05         \$240.81         \$11.24         \$2.25         \$8.99           Vital Records         0         Variable         \$0.00								
Vital Records         0         Variable feed_rendering         \$0.00								
pet_feed_rendering         0         Variable variable variable         \$0.00         \$0.00         \$0.00         \$0.00           Utility_payment         464         Variable variable         \$72,800.00         \$70,940.12         \$1,859.88         \$371.98         \$1,487.90           SarpyCommunityCorrections         0         Variable variable         \$0.00         \$0.00         \$0.00         \$0.00           Holt County Overweight Perm         0         Variable variable         \$0.00         \$0.00         \$0.00         \$0.00           Micellanious Charge for Swipers         0         Variable variable variable         \$0.00         \$0.00         \$0.00         \$0.00           NBC_HeadCountF         145,801         Variable								
Utility_payment         464         Variable sarpyCommunityCorrections         \$72,800.00         \$70,940.12         \$1,859.88         \$371.98         \$1,487.90           SarpyCommunityCorrections         0         Variable         \$0.00		0			· ·			
SarpyCommunityCorrections         0         Variable variable         \$0.00								
Holt County Overweight Perm         0         Variable Micellanious Charge for Swipers         \$0.00								
Micellanious Charge for Swipers         0         Variable variable         \$0.00         \$0.00         \$0.00         \$0.00           NBC_HeadCountF         145,801         Variable         \$8,748.06         \$0.00         \$8,748.06         \$1,749.61         \$6,998.45           NBC_Inspections         609         Variable         \$70,817.00         \$70,817.00         \$0.00         \$0.00         \$0.00           NBC_NIRFLFee         57,355         Variable         \$3,441.30         \$0.00         \$3,441.30         \$688.26         \$2,753.04           NBC_NISaleBarn         238,413         Variable         \$238,413.00         \$238,413.00         \$0.00         \$0.00         \$0.00           NBC_RFLRenewal         244,320         Variable         \$14,659.20         \$0.00         \$14,659.20         \$2,931.84         \$11,727.36           NBC_RFLRenewal         7         Variable         \$57,000.00         \$57,000.00         \$0.00         \$0.00         \$0.00           BOGRENEW         11         \$3.25         \$35.75         \$0.00         \$1,530.00         \$306.00         \$1,224.00           dhhscentregDH         0         Variable         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00								
NBC_HeadCountF         145,801         Variable of the position of th								
NBC_Inspections         609         Variable variable         \$70,817.00         \$0.00         \$0.00         \$0.00           NBC_NIRFLFee         57,355         Variable variable         \$3,441.30         \$0.00         \$3,441.30         \$688.26         \$2,753.04           NBC_NISaleBarn         238,413         Variable variable         \$238,413.00         \$238,413.00         \$0.00         \$0.00         \$0.00           NBC_NISaleBarnF         244,320         Variable variable         \$14,659.20         \$0.00         \$14,659.20         \$2,931.84         \$11,727.36           NBC_RFLRenewal         7         Variable variable         \$57,000.00         \$57,000.00         \$0.00         \$0.00         \$0.00           BOGRENEW         11         \$3.25         \$35.75         \$0.00         \$35.75         \$7.15         \$28.60           dhhscentregDH         1,020         Variable         \$4,080.00         \$2,550.00         \$1,530.00         \$0.00         \$0.00           dhhscentregLN-subscriber         0         Variable         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00		145.801						
NBC_NIRFLFee         57,355         Variable         \$3,441.30         \$0.00         \$3,441.30         \$688.26         \$2,753.04           NBC_NISaleBarn         238,413         Variable         \$238,413.00         \$238,413.00         \$0.00         \$0.00         \$0.00           NBC_NISaleBarnF         244,320         Variable         \$14,659.20         \$0.00         \$14,659.20         \$2,931.84         \$11,727.36           NBC_RFLRenewal         7         Variable         \$57,000.00         \$57,000.00         \$0.00         \$0.00         \$0.00           BOGRENEW         11         \$3.25         \$35.75         \$0.00         \$35.75         \$7.15         \$28.60           dhhscentregDH         1,020         Variable         \$4,080.00         \$2,550.00         \$1,530.00         \$306.00         \$1,224.00           dhhscentregLN-subscriber         0         Variable         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00								
NBC_NISaleBarn         238,413         Variable         \$238,413.00         \$238,413.00         \$0.00         \$0.00         \$0.00           NBC_NISaleBarnF         244,320         Variable         \$14,659.20         \$0.00         \$14,659.20         \$2,931.84         \$11,727.36           NBC_RFLRenewal         7         Variable         \$57,000.00         \$57,000.00         \$0.00         \$0.00         \$0.00           BOGRENEW         11         \$3.25         \$35.75         \$0.00         \$35.75         \$7.15         \$28.60           dhhscentregDH         1,020         Variable         \$4,080.00         \$2,550.00         \$1,530.00         \$306.00         \$1,224.00           dhhscentregLN-subscriber         0         Variable         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00		57.355	Variable					
NBC_NISaleBarnF         244,320         Variable         \$14,659.20         \$0.00         \$14,659.20         \$2,931.84         \$11,727.36           NBC_RFLRenewal         7         Variable         \$57,000.00         \$57,000.00         \$0.00         \$0.00         \$0.00           BOGRENEW         11         \$3.25         \$35.75         \$0.00         \$35.75         \$7.15         \$28.60           dhhscentregDH         1,020         Variable         \$4,080.00         \$2,550.00         \$1,530.00         \$306.00         \$1,224.00           dhhscentregLN-subscriber         0         Variable         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00								
NBC_RFLRenewal         7         Variable         \$57,000.00         \$57,000.00         \$0.00         \$0.00         \$0.00           BOGRENEW         11         \$3.25         \$35.75         \$0.00         \$35.75         \$7.15         \$28.60           dhhscentregDH         1,020         Variable         \$4,080.00         \$2,550.00         \$1,530.00         \$306.00         \$1,224.00           dhhscentregLN-subscriber         0         Variable         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00								
BOGRENEW         11         \$3.25         \$35.75         \$0.00         \$35.75         \$7.15         \$28.60           dhhscentregDH         1,020         Variable         \$4,080.00         \$2,550.00         \$1,530.00         \$306.00         \$1,224.00           dhhscentregLN-subscriber         0         Variable         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00								
dhhscentregDH       1,020       Variable       \$4,080.00       \$2,550.00       \$1,530.00       \$306.00       \$1,224.00         dhhscentregLN-subscriber       0       Variable       \$0.00       \$0.00       \$0.00       \$0.00       \$0.00		11						
dhhscentregLN-subscriber         0         Variable         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00								
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dhhscentregDHL	6,868	\$1.50	\$34,340.00	\$24,038.00	\$10,302.00	\$2,060.40	\$8,241.60
REVENUE_FEE	2,545	\$1.75	\$4,453.75	\$0.00	\$4,453.75	\$890.75	\$3,563.00
OTG	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTAL	1,700,442.00		24,970,682.51	24,362,840.20	586,230.39	117,246.09	468,984.30
Transaction Services Not Subject to the 20% Split with the Nebrask	a State Records Board						
Service/Volume Processed	No. of Records ee	per Record	Total Revenue	Agency Share N	II Gross Share	NII	Share
Court Records (Justice) Per Record	142,363	\$1.00	\$142,363.00	71,181.50	71,181.50		\$71,181.50
Court Records (Justice) Monthly	81	\$500.00	\$40,500.00	\$20,250.00	20,250.00		\$20,250.00
Court Records (Justice) Credit Card Searches	835	\$15.00	\$12,555.00	\$6,277.50	6,277.50		\$6,277.50
Court E-Filing	18,163	\$1.00	\$18,163.00	\$0.00	18,163.00		\$18,163.00
COURTAPELFILE	386	\$2.00	\$772.00	\$0.00	772.00		\$772.00
COURTAPPTFILE	9	variable	\$450.00	\$0.00	450.00		\$450.00
Courtjudge	133	\$50.00	\$6,650.00	\$0.00	\$6,650.00		\$6,650.00
Court Citations	5,706	Variable	\$752,737.07	\$736,563.17	16,173.90		\$16,173.90
Court Payments	2,650	Variable	\$970,176.19	\$957,467.83	12,708.36		\$12,708.36
Lobbyist Registration	61	\$0.05	\$14,015.00	\$14,015.00	700.75		\$700.75
OTC-Court payments	0	Variable	\$0.00	\$0.00	0.00		\$0.00
LEG - BillTracker (1-3 eProfiles)	12	\$50.00	\$600.00	\$300.00	300.00		\$300.00
LEG - BillTracker (4-10 eProfiles)	2	\$100.00	\$200.00	\$100.00	100.00		\$100.00
LEG - BillTracker (11-20 eProfiles)	1	\$250.00	\$250.00	\$125.00	125.00		\$125.00
LEG - BillTracker (Unlimited eProfiles)	1	\$500.00	\$500.00	\$250.00	250.00		\$250.00
Wccfile	735	Variabl	\$3,387.00	\$1,434.00	\$1,953.00		\$1,953.00
Sccalessubscr	767	Variable	\$767.00	\$383.50	383.50 `		\$383.50
SUBTOTAL	171,905		1,964,085.26	1,808,347.50	156,438.51		156,438.51

Other Revenue Not Subject to the 20% Split with the Nebraska State Records Board

Other Revenue/Adjustments	Number	Fee per Item	Total Revenue	NII Gross Share	NII Share
Grants/ Special Projects Subscriptions - New Renewal Billing Minimums/Adjustments Revenue Affecting adjustments		530 variable 0 variable 0	24,028.33 53,050.00 0.00 0.00	24,028.33 53,050.00 0.00 0.00	24,028.33 53,050.00 0.00 0.00

\$39,489.84

# SUBTOTAL \$77,078.33 \$77,078.33 Other Applications Maintained and Supported - No Revenue

Service/Volume Processed	No. of Transactions <sup>:</sup> ee	per Record	Total Revenue	Agency Share NII S	hare
DAS - State Directory Order	0	5.00	0.00	0.00	0.00
DED -Conference Registration	0	75.00	0.00	0.00	0.00
DHHS - Birth Certificate Order	2,544	17.00	51,697.00	51,697.00	0.00
LCC -Tax Payments	32	variable	2,312,082.00	2,312,082.00	0.00
COURTEFILESUB	18,163	variable	\$476,160.00	\$476,160.00	0.00
PSCREMIT	335	variable	\$4,359,397.92	\$4,359,397.92	0.00
WCCSUB	84	variable	\$1,434.00	\$1,434.00	0.00
SUBTOTAL	21,158		\$7,200,770.92	\$7,200,770.92	\$0.00

Payment Statement March 31, 2020

TO: Nebraska State Records Board c/o Secretary of State's Office Room 2300, State Capitol Lincoln, NE 68509-4608

FROM: Nebraska Interactive LLC 1 S. 13th, Suite 301 Icoln, NE 68508

PERIOD COVERED:

SED - Electrician License Renewal

SED - License List

SED - Electrician Apprentice License

SEDEXAM3 - Exam Application (\$3 fee)

February 1st - February 29th

Transaction Services Subject to the 20% Split with the Neb	raska State Records Board						
Service/Volume Processed	No. of Records e	e per Record	Total Revenue	Agency Share	NII Gross Share N	NSRB Share (2⊦N	90.00% III Share (80%)
DMV- DLR - Batch	13,739	\$3.00	\$41,217.00	\$27,478.00	\$13,739.00	\$2,747.80	\$10,991.20
DMV- DLR - Monitoring Fee	656,833	\$0.06	\$39,409.98	\$26,273.32	\$13,136.66	\$2,627.33	\$10,509.33
DMV- DLR - Interactive	78,465	\$3.00	\$235,395.00	\$156,930.00	\$78,465.00	\$15,693.00	\$62,772.00
DMV- DLR - Certified	10	\$3.00	\$30.00	\$20.00	\$10.00	\$2.00	\$8.00
DMV- DLR - Certified Transcript	127	\$4.00	\$508.00	\$381.00	\$127.00	\$25.40	\$101.60
DMV-SRIND	6	\$0.50	\$3.00	\$0.00	\$3.00	\$0.60	\$2.40
DMV - DLR Single	2,035	\$3.00	\$6,105.00	\$4,070.00	\$2,035.00	\$407.00	\$1,628.00
DMV - Driver License Renew	10,711	Varia	\$295,581.00	\$281,521.50	\$14,059.50	\$2,811.90	\$11,247.60
DMVMETROSOUTH	1,916	Varia	\$47,821.50	\$45,142.50	\$2,679.00	\$535.80	\$2,143.20
DMVMETROSOUTH-Cash	1,672	Varia	\$37,747.50	\$37,747.50	\$0.00	\$0.00	\$0.00
DMVMapleLocation	1,581	Varia	\$40,193.75	\$38,071.00	\$2,122.75	\$424.55	\$1,698.20
DMVMapleLocation-Cash	1,318	Varia	\$29,099.50	\$29,099.50	\$0.00	\$0.00	\$0.00
DMVMetroWest	0	Varia	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMVMetroWest-Cash	0	Varia	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMVNorthExpress	790	Varia	\$19,505.00	\$18,483.00	\$1,022.00	\$204.40	\$817.60
DMVNorthExpress-Cash	1,167	Varia	\$26,052.00	\$26,052.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Interactive	12,799	\$1.00	\$12,799.00	\$5,119.60	\$7,679.40	\$1,535.88	\$6,143.52
DMV- TLR - batch	33,691	\$1.00	\$33,691.00	\$13,476.40	\$20,214.60	\$4,042.92	\$16,171.68
DMV- TLR - Set-up Fee	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Special Request Runs	9	\$50.00	\$450.00	\$306.00	\$144.00	\$28.80	\$115.20
DMV- TLR - Vol. Over 2,000/Run	20	\$18.00	\$360.00	\$200.00	\$160.00	\$32.00	\$128.00
DMV - Reinstatement	2,452	\$3.00	\$179,481.00	\$172,125.00	\$7,356.00	\$1,471.20	\$5,884.80
DMV - IRP	391	Variable	\$1,003,968.60	\$998,859.51	\$5,109.09	\$1,021.82	\$4,087.27
DMV - IFTA	340	Variable	\$56,288.65	\$55,682.64	\$606.01	\$121.20	\$484.81
DMVSPLATE	300	Variable	\$7,665.00	\$6,765.00	\$900.00	\$180.00	\$720.00
SPLATEMESS	585	Variable	\$30,055.00	\$28,300.00	\$1,755.00	\$351.00	\$1,404.00
DMV - SingleTripPermit	530	Variable	\$21,800.00	\$20,030.00	\$1,770.00	\$354.00	\$1,416.00
DMV - Motor Vehicle Renewals	25,518	Variable	\$5,464,567.14	\$5,333,416.98	\$131,150.16	\$26,230.03	\$104,920.13
DMV Fleets	10	Variable	\$7,987.24	\$7,946.95	\$40.29	\$8.06	\$32.23
DMV DAS	25	Variable	\$6,988.00	\$5,392.00	\$1,596.00	\$319.20	\$1,276.80
HHSS - Health Practitioner Lists	80	Variable	\$9,510.00	\$0.00	\$9,510.00	\$1,902.00	\$7,608.00
HHSS - Health Practitioner Lists Bulk	1	Variable	\$395.00	\$0.00	\$395.00	\$79.00	\$316.00
HHSS - Health License Monitoring	54,401	Variable	\$544.01	\$0.00	\$544.01	\$108.80	\$435.21
HHSS - Health License Monitoring Mo. Min.	5	Variable	\$73.26	\$0.00	\$73.26	\$14.65	\$58.61
HHSS - Health Risk Appraisal Company	0	50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HHSS - Health Risk Appraisal Employee	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LCC Renewals	671	\$1.00	\$237,737.82	\$234,841.00	\$2,896.82	\$579.36	\$2,317.46
LCC Local Renewals	206	Variable	\$129,088.37	\$128,050.54	\$1,037.83	\$207.57	\$830.26
LCC SDL	186	Variable	\$8,556.44	\$8,080.00	\$476.44	\$95.29	\$381.15
SED - Electrical Permits	0	4% of Fee	\$55,949.00	\$55,949.00	\$2,237.96	\$447.59	\$1,790.37
055 51 111 5	2	00/ 5 =	40.00	<b>\$0.00</b>		40.00	40.00

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84

189

2% of Fee

Variable

3.00

3.00

\$0.00

\$35.00

\$4,347.00

\$5,292.00

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\$4,347.00

\$5,292.00

\$0.00

\$5.00

\$567.00

\$252.00

\$0.00

\$1.00

\$50.40

\$113.40

\$0.00

\$4.00

\$453.60

\$201.60

SEDEXAM5 - Exam Application (\$5 fee)	16	5.00	\$2,080.00	\$2,080.00	\$80.00	\$16.00	\$64.00
SOS - Corporation filings (LLC/LLP) (TPE)	47	\$3.00	\$936.00	\$795.00	\$141.00	\$28.20	\$112.80
SOS - NonProfit Reports	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Document eDelivery	2,046	\$2/varia	\$139,444.50	\$134,490.00	\$4,954.50	\$990.90	\$3,963.60
SOS - Corp filings (Foreign/Domestic Corporations)	13,811	Variable	\$4,302,581.20	\$4,209,316.00	\$93,265.20	\$18,653.04	\$74,612.16
SOS - corpdocs (TPE)	1,584	Variable	\$7,035.70	\$3,593.02	\$3,442.68	\$688.54	\$2,754.14
SOS - CollectionRenew	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Monthly Batch Service	5	\$800.00	\$4,000.00	\$2,000.00	\$2,000.00	\$400.00	\$1,600.00
SOS - Corporate Special Request(TPE)	42	Varia	\$2,820.00	\$1,410.00	\$1,410.00	\$282.00	\$1,128.00
SOS - Corporate Special Request	4	\$15.00	\$60.00	\$30.00	\$30.00	\$6.00	\$24.00
SOS - Corporate Bi-Monthly Batch Service	0	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Weekly Batch Service	8	\$300.00	\$2,400.00	\$1,200.00	\$1,200.00	\$240.00	\$960.00
SOS - Corp_OCOGS	769	\$6.50	\$4,998.50	\$1,922.50	\$3,076.00	\$615.20	\$2,460.80
SOS - Corpcogs	3	\$10.00	\$30.00	\$30.00	\$0.00	\$0.00	\$0.00
SOS - Corpimg2	5,025	\$0.45	\$2,261.25	\$1,608.00	\$653.25	\$130.65	\$522.60
SOS - UCC Bi-Monthly Batch Service	0	500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Bulk Images	0	\$800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Weekly Batch Service	8	\$300.00	\$2,400.00	\$1,200.00	\$1,200.00	\$240.00	\$960.00
SOS - UCC Interactive Searches	9,020	\$4.50	\$40,590.00	\$31,570.00	\$9,020.00	\$1,804.00	\$7,216.00
SOS - UCC Monthly Batch Service	3	\$800.00	\$2,400.00	\$1,200.00	\$1,200.00	\$240.00	\$960.00
SOS - UCC Special Request	130	Variabl	\$260.00	\$130.00	\$130.00	\$26.00	\$104.00
SOS - UCC Periodic Dump	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Debtor Location	21	\$15.00	\$315.00	\$157.50	\$157.50	\$31.50	\$126.00
SOS - UCC ContinuationI Filings	1,346	\$8.00	\$10,768.00	\$8,749.00	\$2,019.00	\$403.80	\$1,615.20
SOS - UCC Original Filings	1,729	\$8.00	\$13,832.00	\$11,238.50	\$2,593.50	\$518.70	\$2,074.80
SOS - UCC Electronic Amendments	373	\$8.00	\$2,984.00	\$2,424.50	\$559.50	\$111.90	\$447.60
SOS - UCC Electronic Assignments	13	\$8.00	\$104.00	\$84.50	\$19.50	\$3.90	\$15.60
SOS - UCC Electronic Collateral Amendments	163	\$8.00	\$1,304.00	\$1,059.50	\$244.50	\$48.90	\$195.60
SOS - UCC Images	15,836	\$0.45	\$7,126.20	\$5,067.52	\$2,058.68	\$411.74	\$1,646.94
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$100.00	\$400.00
SOS - UCCAMEND_BUL	16	Variable	\$128.00	\$104.00	\$24.00	\$4.80	\$19.20
SOS - UCCASSIGN_BULK	10	Variable	\$80.00	\$65.00	\$15.00	\$3.00	\$12.00
SOS - UCCCOLLAMEND	12	Variable	\$96.00	\$78.00	\$18.00	\$3.60	\$14.40
SOS - UCCCONT_BULK	93	Variable	\$744.00	\$604.50	\$139.50	\$27.90	\$111.60
SOS - UCCORIG_BULK	523	Variable	\$4,184.00	\$3,399.50	\$784.50	\$156.90	\$627.60
SOS - EFS Interactive Searches	3,324	\$4.50	\$14,958.00	\$11,634.00	\$3,324.00	\$664.80	\$2,659.20
SOS - EFS Special Request	0	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - EFS Continuations	253	\$8.00	\$2,024.00	\$1,644.50	\$379.50	\$75.90	\$303.60
SOS - EFS Original Filings	347	\$8.00	\$2,776.00	\$2,255.50	\$520.50	\$104.10	\$416.40
REV - Sales/Use Tax Permit Lists	3	\$5.50	\$16.50	\$0.00	\$16.50	\$3.30	\$13.20
REV - Sales Tax Filings	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REV - Income Tax Withholding Filings (941N)	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBPA Renewals NREC - Real Estate Commission Services	0	5.00 3% of Fee	\$0.00	\$0.00	\$0.00 \$910.75	\$0.00	\$0.00 \$655.80
	188 22	5% of Fee	\$27,325.00 \$2,146.00	\$26,505.25 \$2,146.00	\$819.75 \$107.30	\$163.95 \$21.46	\$85.84
E&A - Engineers & Architects License Renewal	48	5% of Fee	\$2,146.00	\$2,146.00		\$72.00	
E&A - Engineers & Architects Water Well Registrations	46 125	5% of Fee	\$7,200.00 \$10,100.00	\$7,200.00 \$9,393.00	\$360.00 \$707.00	\$141.40	\$288.00 \$565.60
REV - Motor Fuels Tax Filing	469	\$0.25	\$10,100.00	\$0.00	\$117.25	\$23.45	\$93.80
NDOA - Applicator permits	1,903	پور.25 Variable	\$72,665.00	\$68,473.00	\$4,192.00	\$838.40	\$3,353.60
NDOA - Applicator permits NDOA - AGAERIAL_LICENSE	1,903	Variable Variable	\$102.49	\$98.25	\$4,192.00 \$4.24	\$0.85	\$3.39
NDOA - AGAERIAL_LICENSE NDOA - Measuring device	22	Variable Variable	\$4,737.73	\$4,647.83	\$89.90	\$0.65 \$17.98	\$3.39 \$71.92
NDOA - Measuring device  NDOA - AGDRYBEAN/AGIMPORTEGG/AGCWGS	7	Variable Variable	\$3,376.85	\$3,362.26	\$14.59	\$2.92	\$11.67
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCWGS	6	Variable Variable	\$3,376.65 \$1,122.41	\$3,362.26 \$1,089.50	\$14.59 \$32.91	\$6.58	\$26.33
NDOA - AGSMALL_FACKAGE NDOA - AG_EURO_CORN	0	Variable Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AG_EORO_CORN NDOA - AGFFAL_Tonnage	88	Variable Variable	\$38,156.72	\$37,689.70	\$467.02	\$93.40	\$373.62
NDOA - AGFFAL_TOTTIAGE NDOA - AGFIRM REGISTRATION	oo 7	Variable Variable	\$30, 130.72 \$111.98	\$37,069.70 \$97.75	\$14.23	\$2.85	\$373.62 \$11.38
NDOA - AGFIRM_REGISTRATION NDOA - AGGFAL_Renew	, 15	Variable Variable	\$258.34	\$228.75	\$29.59	\$5.92	\$23.67
MDOM - MOOI AL INGHOW	13	v ai iavic	φ230.34	ΨΖΖΟ.1 Ο	Ψ29.39	ψυ.32	ψ23.07

NDOA - DAIRY/EGG/TURKEY	5	Variable	\$18,731.68	\$18,704.05	\$27.63	\$5.53	\$22.10
NDOA - Grape/Potato	1	Variable	\$124.09	\$122.34	\$1.75	\$0.35	\$1.40
NDOA - Food License Renewals	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGMILK_RENEW	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGPESTKELLY	1	Variable	\$241.75	\$240.00	\$1.75	\$0.35	\$1.40
NDOA - AGPESTPROD NEW	26	Variable	\$4,255.52	\$4,114.50	\$141.02	\$28.20	\$112.82
NDOA - AG CervineFacility Permit	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGACTNMRKT	41	Variable	\$86,336.99	\$86,265.24	\$71.75	\$14.35	
NDOA - AGNURSERY_RENEW	79	Variable	\$13,213.90	\$12,872.31	\$341.59	\$68.32	
NDOA - AGNURSERY_STOCK	6	Variable	\$598.65	\$576.00	\$22.65	\$4.53	\$18.12
NDOA - AGPERMIT SELLSEEDS	11	Variable	\$384.34	\$355.75	\$28.59	\$5.72	
NDOA - Pesticide License Renewals	22	Variable	\$20,823.14	\$20,314.75	\$508.39	\$101.68	\$406.71
NDOA - AGPESTDEAL NEW	3	Variable	\$75.62	\$69.75	\$5.87	\$1.17	\$4.70
NDOA - Governor Ag Conference	59	\$3.00	\$8,614.22	\$8,405.00	\$209.22	\$41.84	\$167.38
SFM - Fireworks Licenses	2	Variable	\$22.50	\$20.00	\$2.50	\$0.50	\$2.00
SFM - Fireworks Display Permits	23	Variable	\$3,093.46	\$2,975.00	\$118.46	\$23.69	\$94.77
SFM BOILER	66	Variable	\$6,354.50	\$6,354.50	\$198.00	\$39.60	\$158.40
SFM_ELEVATOR	95	Variable	\$12,440.00	\$12,440.00	\$285.00	\$57.00	\$228.00
SFM_ELEVATOR_CC%	41	Variable	\$8,240.00	\$0.00	\$247.20	\$49.44	\$197.76
OTC-Over the counter payment	15,178	Variable	\$3,278,252.30	\$3,230,382.39	\$47,869.91	\$9,573.98	\$38,295.93
OTC Billback	108	Variable	\$606.69	\$0.00	\$606.69	\$121.34	\$485.35
PropertyTax Payments	283	Variable	\$887,603.61	\$884,844.96	\$2,758.65	\$551.73	\$2,206.92
NDOL - Contractor Registration	977	Variable	\$44,519.00	\$41,570.00	\$2,949.00	\$589.80	\$2,359.20
NDOL_OVR_PMT	12	Variable	\$1,480.90	\$0.00	\$80.44	\$16.09	\$64.35
NDOL_TAX_PMT	51	Variable	\$8,759.54	\$0.00	\$118.60	\$23.72	\$94.88
NEROADS - DOT_Permits	9,950	Variable	\$256,656.00	\$239,240.00	\$17,416.00	\$3,483.20	\$13,932.80
NEROADS- NDOT_RMS	14	Variable	\$2,097.77	\$1,998.80	\$98.97	\$19.79	\$79.18
NEROADS- NDOTSPD	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NEROADS - NDOTPERMITS	48	Variable	\$1,189.00	\$1,113.64	\$75.36	\$15.07	\$60.29
State Patrol Crime Report	1,167	\$18.00	\$23,420.50	\$18,887.50	\$4,533.00	\$906.60	\$3,626.40
NSPCCW_Renew - NSP Conceal & Carry Permit Renewal	538	\$4.50	\$29,266.50	\$26,850.00	\$2,416.50	\$483.30	\$1,933.20
NSPApptFee	322	\$4.50	\$20,004.03	\$18,951.25	\$1,052.78	\$210.56	
State Patrol Crime Report - Subscriber	982	Variable	\$15,200.00	\$12,567.50	\$2,632.50	\$526.50	\$2,106.00
Event Registration	230	10% of Fee	\$12,347.00	\$11,152.70	\$1,194.30	\$238.86	
Sarpy_Stop	221	Variable	\$26,790.00	\$26,138.97	\$651.03	\$130.21	\$520.82
Medicaid & Long Term Care	154	\$1.75	\$11,861.00	\$11,861.00	\$269.50	\$53.90	\$215.60
City of Waverly Soccer Registration (CDB)	0	\$1.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
City of Waverly Soccer Registration (TPE)	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
recreation_program	249	Variable	\$13,328.15	\$12,985.00	\$343.15	\$68.63	\$274.52
order_form_LPNNRD	57	Variable	\$2,055.31	\$1,919.98	\$135.33	\$27.07	\$108.26
order_form_UBBNRD	1	Variable	\$228.21	\$220.96	\$7.25	\$1.45	
Vital Records	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
pet_feed_rendering	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utility_payment	569	Variable	\$86,525.32	\$84,234.30	\$2,291.02	\$458.20	\$1,832.82
SarpyCommunityCorrections	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Holt County Overweight Perm	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Micellanious Charge for Swipers	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_HeadCountF	111,893	Variable	\$6,713.58	\$0.00	\$6,713.58	\$1,342.72	
NBC_Inspections	488	Variable	\$52,668.01	\$52,668.01	\$0.00	\$0.00	\$0.00
NBC_NIRFLFee	133,450	Variable	\$8,007.00	\$0.00	\$8,007.00	\$1,601.40	\$6,405.60
NBC_NISaleBarn	140,030	Variable	\$140,030.00	\$140,030.00	\$0.00	\$0.00	\$0.00
NBC_NISaleBarnF	140,030	Variable	\$8,401.80	\$0.00	\$8,401.80	\$1,680.36	\$6,721.44
NBC_RFLRenewal	9	Variable	\$132,500.00	\$132,500.00	\$0.00	\$0.00	\$0.00
BOGRENEW	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$3.25	\$3.25	\$0.00	\$3.25	\$0.65	
dhhscentregDH	1,085	Variable	\$4,340.00	\$2,712.50	\$1,627.50	\$325.50	\$1,302.00
dhhscentregLN-subscriber	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhhscentreg	2,969	\$1.50	\$14,254.00	\$9,808.00	\$4,446.00	\$889.20	\$3,556.80

7,085	\$1.50	\$35,425.00	\$24,797.50	\$10,627.50	\$2,125.50	\$8,502.00
2,286	\$1.75	\$4,000.50	\$0.00	\$4,000.50	\$800.10	\$3,200.40
0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1,533,268.00		18,152,537.71	17,539,319.92	599,545.35	119,909.08	479,636.27
a State Records Board						
No. of Records ee	per Record	Total Revenue	Agency Share NII Gross Share		N	II Share
135,942	\$1.00	\$135,942.00	67,971.00	67,971.00		\$67,971.00
78	\$500.00	\$39,000.00	\$19,500.00	19,500.00		\$19,500.00
767	\$15.00	\$11,535.00	\$5,767.50	5,767.50		\$5,767.50
18,169	\$1.00	\$18,169.00	\$0.00	18,169.00		\$18,169.00
345	\$2.00	\$690.00	\$0.00	690.00		\$690.00
9	variable	\$1,100.00	\$0.00	1100.00		\$1,100.00
133	\$50.00	\$6,650.00	\$0.00	\$6,650.00		\$6,650.00
5,185	Variable	\$694,743.34	\$680,034.09	14,709.25		\$14,709.25
3,030	Variable	\$1,000,728.65	\$983,575.85	17,152.80		\$17,152.80
13	\$0.05	\$2,230.00	\$2,450.00	111.50		\$111.50
0	Variable	\$0.00	\$0.00	0.00		\$0.00
3	\$50.00	\$150.00	\$75.00	75.00		\$75.00
	2,286 0 1,533,268.00 a State Records Board No. of Records ee 135,942 78 767 18,169 345 9 133 5,185 3,030 13 0	2,286 \$1.75 0 Variable  1,533,268.00  a State Records Board  No. of Records ee per Record  135,942 \$1.00 78 \$500.00 767 \$15.00 18,169 \$1.00 345 \$2.00 9 variable 133 \$50.00 5,185 Variable 3,030 Variable 13 \$0.05 0 Variable	2,286 \$1.75 \$4,000.50 0 Variable \$0.00  1,533,268.00 18,152,537.71  a State Records Board  No. of Records 'ee per Record Total Revenue  135,942 \$1.00 \$135,942.00 78 \$500.00 \$39,000.00 767 \$15.00 \$11,535.00 18,169 \$1.00 \$18,169.00 345 \$2.00 \$690.00 9 variable \$1,100.00 133 \$50.00 \$6,650.00 5,185 Variable \$694,743.34 3,030 Variable \$1,000,728.65 13 \$0.05 \$2,230.00 0 Variable \$0.00	2,286 \$1.75 \$4,000.50 \$0.00 0 Variable \$0.00 \$0.00  1,533,268.00 18,152,537.71 17,539,319.92  a State Records Board  No. of Records 'ee per Record Total Revenue Agency Share N  135,942 \$1.00 \$135,942.00 67,971.00 78 \$500.00 \$39,000.00 \$19,500.00 767 \$15.00 \$11,535.00 \$5,767.50 18,169 \$1.00 \$18,169.00 \$0.00 345 \$2.00 \$690.00 \$0.00 9 variable \$1,100.00 \$0.00 133 \$50.00 \$6,650.00 \$0.00 5,185 Variable \$694,743.34 \$680,034.09 3,030 Variable \$1,000,728.65 \$983,575.85 13 \$0.05 \$2,230.00 \$2,450.00 0 Variable \$0.00 \$0.00	2,286 \$1.75 \$4,000.50 \$0.00 \$4,000.50 \$0.00 \$1,500.00 \$1	2,286 \$1.75 \$4,000.50 \$0.00 \$4,000.50 \$800.10 \$0.00 \$1,533,268.00 \$18,152,537.71 \$17,539,319.92 \$599,545.35 \$119,909.08 \$135,942 \$1.00 \$135,942.00 \$67,971.00 \$67,971.00 \$78 \$500.00 \$11,535.00 \$11,535.00 \$5,767.50 \$5,767.50 \$18,169 \$1.00 \$138,169.00 \$0.00 \$18,169.00 \$0.00 \$18,169.00 \$0.00 \$18,169.00 \$0.00 \$133 \$50.00 \$6,650.00 \$0.00 \$6,650.00 \$5,185 Variable \$694,743.34 \$680,034.09 \$14,709.25 \$3,030 Variable \$1,000,728.65 \$983,575.85 \$17,152.80 \$11.50 \$0 Variable \$0.00 \$0.00 \$0.00 \$11.50 \$0.00 \$11.50 \$0.00 \$11.50 \$0.00 \$1.00 \$0.00 \$1.00 \$0.0

\$100.00

\$250.00

		7
LEG - BillTracker (Unlimited eProfiles)	0	\$500.00
Wccfile	704	Variabl <sup>®</sup>
Sccalessubscr	769	Variable
SUBTOTAL	165,150	

LEG - BillTracker (4-10 eProfiles)

LEG - BillTracker (11-20 eProfiles)

Other Revenue/Adjustments

Billing Minimums/Adjustments

Other Applications Maintained and Supported - No Revenue

**Grants/ Special Projects** 

Subscriptions - New

Renewal

Other Revenue Not Subject to the 20% Split with the Nebraska State Records Board Number Fee per Item Total Revenue **NII Gross Share** 11,963.33 11,963.33

\$200.00

\$250.00

\$3,546.00

49,200.00

50.00

0.00

1,915,702.99

\$769.00

\$0.00

\$100.00

\$125.00

\$1,749.00

1,761,731.94

\$384.50

\$0.00

100.00

125.00

\$1,797.00

154,302.55

49,200.00

50.00

0.00

0.00

384.50

\$100.00

\$125.00

\$1,797.00

154,302.55 \$40,368.89

11.963.33

49,200.00

50.00

0.00

**NII Share** 

\$384.50

\$0.00

Revenue Affecting adjustments		
SUBTOTAL	\$61,213.33	\$61,213.33

2

492 variable

0

1 variable

Service/Volume Processed	No. of Transactions ee per Record		Total Revenue	Agency Share NII Share	
DAS - State Directory Order	0	5.00	0.00	0.00	0.00
DED -Conference Registration	0	75.00	0.00	0.00	0.00
DHHS - Birth Certificate Order	2,201	17.00	44,591.00	44,591.00	0.00
LCC -Tax Payments	35	variable	2,753,303.00	2,753,303.00	0.00
COURTEFILÉSUB	18,169	variable	\$493,763.00	\$493,763.00	0.00
PSCREMIT	284	variable	\$4,271,158.00	\$4,271,158.00	0.00
WCCSUB	105	variable	\$1,749.00	\$1,749.00	0.00
SUBTOTAL	20.794		\$7.564.564.00	\$7.564.564.00	\$0.00

TO: Nebraska State Records Board c/o Secretary of State's Office Room 2300, State Capitol Lincoln, NE 68509-4608

SED - Electrician License Renewal

SED - License List

SED - Electrician Apprentice License

SEDEXAM3 - Exam Application (\$3 fee)

FROM: Nebraska Interactive LLC 1 S. 13th, Suite 301 Icoln, NE 68508

\$0.00

\$636.00

\$15.00

\$141.00

\$0.00

\$65.00

\$4,876.00

\$2,961.00

\$0.00

\$3.00

\$28.20

\$127.20

\$0.00

\$508.80

\$12.00

\$112.80

PERIOD COVERED:	March 1st - March 31st						
Transaction Services Subject to the 20% Split with the	Nebraska State Records Board						
							90.00%
Service/Volume Processed	No. of Records e	e per Record	Total Revenue	Agency Share I	NII Gross Share N	ISRB Share (2 N	II Share (80%)
DMV- DLR - Batch	13,083	\$3.00	\$39,249.00	\$26,166.00	\$13,083.00	\$2,616.60	\$10,466.40
DMV- DLR - Monitoring Fee	662,151	\$0.06	\$39,729.06	\$26,486.04	\$13,243.02	\$2,648.60	\$10,594.42
DMV- DLR - Interactive	74,856	\$3.00	\$224,568.00	\$149,712.00	\$74,856.00	\$14,971.20	\$59,884.80
DMV- DLR - Certified	18	\$3.00	\$54.00	\$36.00	\$18.00	\$3.60	\$14.40
DMV- DLR - Certified Transcript	153	\$4.00	\$612.00	\$459.00	\$153.00	\$30.60	\$122.40
DMV-SRIND	1	\$0.50	\$0.50	\$0.00	\$0.50	\$0.10	\$0.40
DMV - DLR Single	1,642	\$3.00	\$4,926.00	\$3,284.00	\$1,642.00	\$328.40	\$1,313.60
DMV - Driver License Renew	13,676	Varia	\$377,327.75	\$359,172.00	\$18,155.75	\$3,631.15	\$14,524.60
DMVMETROSOUTH	1,598	Varia	\$40,267.50	\$38,026.00	\$2,241.50	\$448.30	\$1,793.20
DMVMETROSOUTH-Cash	1,405	Varia	\$30,482.00	\$30,482.00	\$0.00	\$0.00	\$0.00
DMVMapleLocation	1,329	Varia	\$33,094.25	\$31,240.50	\$1,853.75	\$370.75	\$1,483.00
DMVMapleLocation-Cash	1,063	Varia	\$22,995.00	\$22,995.00	\$0.00	\$0.00	\$0.00
DMVMetroWest	11	Varia	\$289.25	\$275.50	\$13.75	\$2.75	\$11.00
DMVMetroWest-Cash	13	Varia	\$360.50	\$360.50	\$0.00	\$0.00	\$0.00
DMVNorthExpress	673	Varia	\$16,976.50	\$16,084.50	\$892.00	\$178.40	\$713.60
DMVNorthExpress-Cash	999	Varia	\$22,186.50	\$22,186.50	\$0.00	\$0.00	\$0.00
DMV- TLR - Interactive	15,842	\$1.00	\$15,842.00	\$6,336.80	\$9,505.20	\$1,901.04	\$7,604.16
DMV- TLR - batch	43,695	\$1.00	\$43,695.00	\$17,478.00	\$26,217.00	\$5,243.40	\$20,973.60
DMV- TLR - Set-up Fee	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMV- TLR - Special Request Runs	10	\$50.00	\$500.00	\$340.00	\$160.00	\$32.00	\$128.00
DMV- TLR - Vol. Over 2,000/Run	16	\$18.00	\$288.00	\$160.00	\$128.00	\$25.60	\$102.40
DMV - Reinstatement	2,209	\$3.00	\$165,180.00	\$158,550.00	\$6,630.00	\$1,326.00	\$5,304.00
DMV - IRP	352	Variable	\$900,103.73	\$897,001.03	\$3,102.70	\$620.54	\$2,482.16
DMV - IFTA	109	Variable	\$4,338.95	\$4,226.29	\$112.66	\$22.53	\$90.13
DMVSPLATE	279	Variable	\$6,457.00	\$5,620.00	\$837.00	\$167.40	\$669.60
SPLATEMESS	720	Variable	\$36,270.00	\$34,110.00	\$2,160.00	\$432.00	\$1,728.00
DMV - SingleTripPermit	563	Variable	\$22,281.00	\$20,465.00	\$1,816.00	\$363.20	\$1,452.80
DMV - Motor Vehicle Renewals	45,508	Variable	\$9,175,841.67	\$8,952,398.75	\$223,442.92	\$44,688.58	\$178,754.34
DMV Fleets	4	Variable	\$8,017.20	\$7,977.30	\$39.90	\$7.98	\$31.92
DMV DAS	1	Variable	\$11,581.00	\$9,052.00	\$2,529.00	\$505.80	\$2,023.20
HHSS - Health Practitioner Lists	69	Variable	\$3,080.00	\$0.00	\$3,080.00	\$616.00	\$2,464.00
HHSS - Health Practitioner Lists Bulk	1	Variable	\$395.00	\$0.00	\$395.00	\$79.00	\$316.00
HHSS - Health License Monitoring	39,229	Variable	\$392.29	\$0.00	\$392.29	\$78.46	\$313.83
HHSS - Health License Monitoring Mo. Min.	5	Variable	\$73.14	\$0.00	\$73.14	\$14.63	\$58.51
HHSS - Health Risk Appraisal Company	0	50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HHSS - Health Risk Appraisal Employee	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LCC Renewals	901	\$1.00	\$237,317.15	\$233,927.00	\$3,390.15	\$678.03	\$2,712.12
LCC Local Renewals	367	Variable	\$227,590.68	\$225,089.98	\$2,500.70	\$500.14	\$2,000.56
LCC_SDL	77	Variable	\$3,678.69	\$3,480.00	\$198.69	\$39.74	\$158.95
SED - Electrical Permits	0	4% of Fee	\$88,369.00	\$88,369.00	\$3,534.76	\$706.95	\$2,827.81
0=D =		201 5	+-5,000.00	+ - 5,000.00	+-,000	+ . 00.00	,

0

3

47

212

2% of Fee

Variable

3.00

3.00

\$0.00

\$65.00

\$4,876.00

\$2,961.00

SEDEXAM5 - Exam Application (\$5 fee)	11	5.00	\$1,430.00	\$1,430.00	\$55.00	\$11.00	\$44.00
SOS - Corporation filings (LLC/LLP) (TPE)	196	\$3.00	\$3,843.00	\$3,255.00	\$588.00	\$117.60	\$470.40
SOS - NonProfit Reports	0	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Document eDelivery	2,386	\$2/varia	\$159,764.60	\$154,015.00	\$5,749.60	\$1,149.92	\$4,599.68
SOS - Corp filings (Foreign/Domestic Corporations)	6,265	Variable	\$972,757.26	\$945,720.00	\$27,037.26	\$5,407.45	\$21,629.81
SOS - corpdocs (TPE)	1,582	Variabl•	\$7,866.25	\$3,928.20	\$3,938.05	\$787.61	\$3,150.44
SOS - CollectionRenew	0	Variabl	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Monthly Batch Service	5	\$800.00	\$4,000.00	\$2,000.00	\$2,000.00	\$400.00	\$1,600.00
SOS - Corporate Special Request(TPE)	36	Varia	\$570.00	\$285.00	\$285.00	\$57.00	\$228.00
SOS - Corporate Special Request	4	\$15.00	\$60.00	\$30.00	\$30.00	\$6.00	\$24.00
SOS - Corporate Bi-Monthly Batch Service	0	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - Corporate Weekly Batch Service	9	\$300.00	\$2,700.00	\$1,350.00	\$1,350.00	\$270.00	\$1,080.00
SOS - Corp_OCOGS	929	\$6.50	\$6,038.50	\$2,322.50	\$3,716.00	\$743.20	\$2,972.80
SOS - Corpcogs	14	\$10.00	\$140.00	\$140.00	\$0.00	\$0.00	\$0.00
SOS - Corpimg2	4,773	\$0.45	\$2,147.85	\$1,527.36	\$620.49	\$124.10	\$496.39
SOS - UCC Bi-Monthly Batch Service	0	500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Bulk Images	3	\$800.00	\$2,400.00	\$1,200.00	\$1,200.00	\$240.00	\$960.00
SOS - UCC Weekly Batch Service	9	\$300.00	\$2,700.00	\$1,350.00	\$1,350.00	\$270.00	\$1,080.00
SOS - UCC Interactive Searches	9,510	\$4.50	\$42,795.00	\$33,285.00	\$9,510.00	\$1,902.00	\$7,608.00
SOS - UCC Monthly Batch Service	3	\$800.00	\$2,400.00	\$1,200.00	\$1,200.00	\$240.00	\$960.00
SOS - UCC Special Request	15	Variabl	\$30.00	\$15.00	\$15.00	\$3.00	\$12.00
SOS - UCC Periodic Dump	0	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - UCC Debtor Location	11	\$15.00	\$165.00	\$82.50	\$82.50	\$16.50	\$66.00
SOS - UCC Continuation Filings	1,278	\$8.00	\$10,224.00	\$8,307.00	\$1,917.00	\$383.40	\$1,533.60
SOS - UCC Original Filings	1,986	\$8.00	\$15,888.00	\$12,909.00	\$2,979.00	\$595.80	\$2,383.20
SOS - UCC Electronic Amendments	329	\$8.00	\$2,632.00	\$2,138.50	\$493.50	\$98.70	\$394.80
SOS - UCC Electronic Assignments	7	\$8.00	\$56.00	\$45.50	\$10.50	\$2.10	\$8.40
SOS - UCC Electronic Collateral Amendments	157	\$8.00	\$1,256.00	\$1,020.50	\$235.50	\$47.10	\$188.40
SOS - UCC Images	15,673	\$0.45	\$7,052.85	\$5,015.36	\$2,037.49	\$407.50	\$1,629.99
SOS - UCC BatchSemi Monthly	2	\$500.00	\$1,000.00	\$500.00	\$500.00	\$100.00	\$400.00
SOS - UCCAMEND_BUL	22 7	Variable	\$176.00	\$143.00	\$33.00	\$6.60	\$26.40
SOS - UCCASSIGN_BULK	8	Variable Variable	\$56.00 \$64.00	\$45.50 \$52.00	\$10.50 \$12.00	\$2.10 \$2.40	\$8.40 \$9.60
SOS - UCCCOLLAMEND SOS - UCCCONT BULK	120	Variable Variable	\$960.00	\$780.00	\$12.00 \$180.00	\$36.00	\$144.00
SOS - UCCORIG_BULK	730	Variable Variable	\$5,840.00	\$4,745.00	\$1,095.00	\$219.00	\$876.00
SOS - EFS Interactive Searches	2,739	\$4.50	\$12,325.50	\$9,586.50	\$2,739.00	\$547.80	\$2,191.20
SOS - EFS Special Request	2,739	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SOS - EFS Continuations	246	\$8.00	\$1,968.00	\$1,599.00	\$369.00	\$73.80	\$295.20
SOS - EFS Original Filings	399	\$8.00	\$3,192.00	\$2,593.50	\$598.50	\$119.70	\$478.80
REV - Sales/Use Tax Permit Lists	4	\$5.50	\$22.00	\$0.00	\$22.00	\$4.40	\$17.60
REV - Sales Tax Filings	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REV - Income Tax Withholding Filings (941N)	0	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBPA Renewals	0	5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NREC - Real Estate Commission Services	145	3% of Fee	\$19,310.00	\$18,730.70	\$579.30	\$115.86	\$463.44
E&A - Engineers & Architects License Renewal	7	5% of Fee	\$752.00	\$752.00	\$37.60	\$7.52	\$30.08
E&A - Engineers & Architects	35	5% of Fee	\$5,250.00	\$5,250.00	\$262.50	\$52.50	\$210.00
Water Well Registrations	118	5% of Fee	\$10,050.00	\$9,346.50	\$703.50	\$140.70	\$562.80
REV - Motor Fuels Tax Filing	463	\$0.25	\$115.75	\$0.00	\$115.75	\$23.15	\$92.60
NDOA - Applicator permits	3,576	Variable	\$129,245.00	\$121,480.00	\$7,765.00	\$1,553.00	\$6,212.00
NDOA - AGAERIAL_LICENSE	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Measuring device	21	Variable	\$1,866.93	\$1,793.36	\$73.57	\$14.71	\$58.86
NDOA - AGDRYBEAN/AGIMPORTEGG/AGCWGS	12	Variable	\$55,167.46	\$55,066.15	\$101.31	\$20.26	\$81.05
NDOA - AGSMALL_PACKAGE	4	Variable	\$409.34	\$393.00	\$16.34	\$3.27	\$13.07
NDOA - AG_EURO_CORN	1	Variable	\$64.06	\$60.75	\$3.31	\$0.66	\$2.65
NDOA - AGFFAL_Tonnage	24	Variable	\$2,813.20	\$2,721.59	\$91.61	\$18.32	\$73.29
NDOA - AGFIRM_REGISTRATION	12	Variable	\$198.71	\$174.00	\$24.71	\$4.94	\$19.77
NDOA - AGGFAL_Renew	10	Variable	\$182.97	\$162.50	\$20.47	\$4.09	\$16.38

NDOA - DAIRY/EGG/TURKEY	5	Variable	\$18,010.88	\$17,979.13	\$31.75	\$6.35	\$25.40
NDOA - Grape/Potato	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - Food License Renewals	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGMILK_RENEW	1	Variable	\$150.00	\$148.25	\$1.75	\$0.35	\$1.40
NDOA - AGPESTKELLY	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGPESTPROD NEW	28	Variable	\$4,531.74	\$4,431.00	\$100.74	\$20.15	\$80.59
NDOA - AG CervineFacility Permit	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NDOA - AGACTNMRKT	46	Variable	\$63,989.07	\$63,892.97	\$96.10	\$19.22	\$76.88
NDOA - AGNURSERY_RENEW	41	Variable	\$6,082.13	\$5,896.49	\$185.64	\$37.13	\$148.51
NDOA - AGNURSERY_STOCK	5	Variable	\$496.04	\$480.00	\$16.04	\$3.21	\$12.83
NDOA - AGPERMIT SELLSEEDS	9	Variable	\$409.33	\$384.25	\$25.08	\$5.02	\$20.06
NDOA - Pesticide License Renewals	9	Variable	\$1,904.80	\$1,864.25	\$40.55	\$8.11	\$32.44
NDOA - AGPESTDEAL NEW	1	Variable	\$25.62	\$23.25	\$2.37	\$0.47	\$1.90
NDOA - Governor Ag Conference	22	\$3.00	\$3,207.95	\$3,130.00	\$77.95	\$15.59	\$62.36
SFM - Fireworks Licenses	8	Variable	\$90.00	\$80.00	\$10.00	\$2.00	\$8.00
SFM - Fireworks Display Permits	47	Variable	\$3,339.56	\$3,175.00	\$164.56	\$32.91	\$131.65
SFM BOILER	46	Variable	\$4,315.00	\$4,315.00	\$138.00	\$27.60	\$110.40
SFM_ELEVATOR	74	Variable	\$9,300.00	\$9,300.00	\$222.00	\$44.40	\$177.60
SFM_ELEVATOR_CC%	34	Variable	\$7,710.00	\$7,710.00	\$231.30	\$46.26	\$185.04
OTC-Over the counter payment	13,003	Variable	\$2,977,640.83	\$2,931,763.76	\$45,877.07	\$9,175.41	\$36,701.66
OTC Billback	141	Variable	\$1,269.24	\$0.00	\$1,269.24	\$253.85	\$1,015.39
PropertyTax Payments	2,695	Variable	\$12,019,376.72	\$11,989,153.02	\$30,223.70	\$6,044.74	\$24,178.96
NDOL - Contractor Registration	1,192	Variable	\$53,099.00	\$49,520.00	\$3,579.00	\$715.80	\$2,863.20
NDOL_OVR_PMT	89	Variable	\$11,640.11	\$0.00	\$224.45	\$44.89	\$179.56
NDOL TAX PMT	14	Variable	\$2,686.34	\$0.00	\$122.59	\$24.52	\$98.07
NEROADS - DOT Permits	10,952	Variable	\$286,767.75	\$267,600.00	\$19,167.75	\$3,833.55	\$15,334.20
NEROADS- NDOT RMS	19	Variable	\$4,898.72	\$4,738.67	\$160.05	\$32.01	\$128.04
NEROADS- NDOTSPD	1	Variable	\$51.75	\$50.00	\$1.75	\$0.35	\$1.40
NEROADS - NDOTPERMITS	51	Variable	\$1,159.25	\$1,079.18	\$80.07	\$16.01	\$64.06
State Patrol Crime Report	987	\$18.00	\$20,444.50	\$16,487.50	\$3,957.00	\$791.40	\$3,165.60
NSPCCW_Renew - NSP Conceal & Carry Permit Renewal	706	\$4.50	\$38,477.00	\$35,300.00	\$3,177.00	\$635.40	\$2,541.60
NSPApptFee	397	\$4.50	\$23,834.45	\$22,569.00	\$1,265.45	\$253.09	\$1,012.36
State Patrol Crime Report - Subscriber	755	Variable	\$11,687.50	\$9,662.50	\$2,025.00	\$405.00	\$1,620.00
Event Registration	92	10% of Fee	-\$2,179.00	-\$1,957.60	-\$221.40	-\$44.28	-\$177.12
Sarpy_Stop	162	Variable	\$21,535.00	\$21,011.69	\$523.31	\$104.66	\$418.65
Medicaid & Long Term Care	155	\$1.75	\$11,762.00	\$11,762.00	\$271.25	\$54.25	\$217.00
City of Waverly Soccer Registration (CDB)	0	\$1.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
City of Waverly Soccer Registration (TPE)	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
recreation_program	-194	Variable	-\$9,059.63	-\$8,825.00	-\$234.63	-\$46.93	-\$187.70
order_form_LPNNRD	80	Variable	\$2,872.00	\$2,678.41	\$193.59	\$38.72	\$154.87
order_form_UBBNRD	4	Variable	\$431.06	\$410.35	\$20.71	\$4.14	\$16.57
Vital Records	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
pet_feed_rendering	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utility_payment	711	Variable	\$109,858.43	\$107,227.76	\$2,630.67	\$526.13	\$2,104.54
SarpyCommunityCorrections	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Holt County Overweight Perm	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Micellanious Charge for Swipers	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NBC_HeadCountF	153,442	Variable	\$9,206.52	\$0.00	\$9,206.52	\$1,841.30	\$7,365.22
NBC_Inspections	692	Variable	\$97,755.84	\$97,755.84	\$0.00	\$0.00	\$0.00
NBC_NIRFLFee	78,381	Variable	\$4,702.86	\$0.00	\$4,702.86	\$940.57	\$3,762.29
NBC_NISaleBarn	94,951	Variable	\$94,951.00	\$94,951.00	\$0.00	\$0.00	\$0.00
NBC_NISaleBarnF	94,951	Variable	\$5,697.06	\$0.00	\$5,697.06	\$1,139.41	\$4,557.65
NBC_RFLRenewal	15	Variable	\$77,500.00	\$77,500.00	\$0.00	\$0.00	\$0.00
BOGRENEW	4	\$3.25	\$13.00	\$0.00	\$13.00	\$2.60	\$10.40
dhhscentregDH	849	Variable	\$3,396.00	\$2,122.50	\$1,273.50	\$254.70	\$1,018.80
dhhscentregLN-subscriber	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
dhhscentreg	2,887	\$1.50	\$13,863.00	\$9,538.50	\$4,324.50	\$864.90	\$3,459.60

dhhscentregDHL	5,897	\$1.50	\$29,485.00	\$20,639.50	\$8,845.50	\$1,769.10	\$7,076.40
REVENUE_FEE	2,456	\$1.75	\$4,298.00	\$0.00	\$4,298.00	\$859.60	\$3,438.40
OTG	0	Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTAL	1,443,699.00		29,364,939.96	28,703,543.33	652,961.63	130,592.29	522,369.34
Transaction Services Not Subject to the 20% Split with the I	Nebraska State Records Board						
Service/Volume Processed	No. of Records ee per Record		Total Revenue	Agency Share NII Gross Share		NII Share	
Court Records (Justice) Per Record	146,319	\$1.00	\$146,319.00	73,159.50	73,159.50		\$73,159.50
Court Records (Justice) Monthly	80	\$500.00	\$40,000.00	\$20,000.00	20,000.00		\$20,000.00
Court Records (Justice) Credit Card Searches	738	\$15.00	\$11,070.00	\$5,535.00	5,535.00		\$5,535.00
Court E-Filing	16,189	\$1.00	\$16,189.00	\$0.00	16,189.00		\$16,189.00
COURTAPELFILE	371	\$2.00	\$742.00	\$0.00	742.00		\$742.00
COURTAPPTFILE	7	variable	\$750.00	\$0.00	750.00		\$750.00
Courtjudge	133	\$50.00	\$6,650.00	\$0.00	\$6,650.00		\$6,650.00
Court Citations	5,466	Variable	\$745,670.77	\$730,213.37	15,457.40		\$15,457.40
Court Payments	2,809	Variable	\$1,013,345.60	\$997,572.96	15,772.64		\$15,772.64
Lobbyist Registration	0	\$0.05	\$0.00	\$0.00	0.00		\$0.00
OTC-Court payments	0	Variable	\$0.00	\$0.00	0.00		\$0.00
LEG - BillTracker (1-3 eProfiles)	-1	\$50.00	-\$50.00	-\$25.00	-25.00		-\$25.00
LFG - BillTracker (4-10 eProfiles)	1	\$100.00	\$100.00	\$50.00	50.00		\$50.00

Court Records (Justice) Monthly	80	\$500.00	\$40,000.00	\$20,000.00	20,000.00	\$20,000.00
Court Records (Justice) Credit Card Searches	738	\$15.00	\$11,070.00	\$5,535.00	5,535.00	\$5,535.00
Court E-Filing	16,189	\$1.00	\$16,189.00	\$0.00	16,189.00	\$16,189.00
COURTAPELFILE	371	\$2.00	\$742.00	\$0.00	742.00	\$742.00
COURTAPPTFILE	7	variable	\$750.00	\$0.00	750.00	\$750.00
Courtjudge	133	\$50.00	\$6,650.00	\$0.00	\$6,650.00	\$6,650.00
Court Citations	5,466	Variable	\$745,670.77	\$730,213.37	15,457.40	\$15,457.40
Court Payments	2,809	Variable	\$1,013,345.60	\$997,572.96	15,772.64	\$15,772.64
Lobbyist Registration	0	\$0.05	\$0.00	\$0.00	0.00	\$0.00
OTC-Court payments	0	Variable	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (1-3 eProfiles)	-1	\$50.00	-\$50.00	-\$25.00	-25.00	-\$25.00
LEG - BillTracker (4-10 eProfiles)	1	\$100.00	\$100.00	\$50.00	50.00	\$50.00
LEG - BillTracker (11-20 eProfiles)	0	\$250.00	\$0.00	\$0.00	0.00	\$0.00
LEG - BillTracker (Unlimited eProfiles)	0	\$500.00	\$0.00	\$0.00	0.00	\$0.00
Wccfile	764	Variabl	\$3,885.00	\$1,926.00	\$1,959.00	\$1,959.00
Sccalessubscr	853	Variable	\$853.00	\$426.50	426.50 `	\$426.50
SUBTOTAL	173,729		1,985,524.37	1,828,858.33	156,666.04	156,666.04
						\$40,286.79

Other Revenue Not Subject to the 20% Split with	th the Nebraska State Records Bo	ard			
Other Revenue/Adjustments	Number	Fee per Item	Total Revenue	NII Gross Share	NII Share
Grants/ Special Projects			36,212.33	36,212.33	36,212.33
Subscriptions - New		710 variable	71,050.00	71,050.00	71,050.00
Renewal		0 variable	0.00	0.00	0.00
Billing Minimums/Adjustments		0	0.00	0.00	0.00
Revenue Affecting adjustments					

SUBTOTAL	\$107,262.33	\$107,262.33

Other Applications Maintained and Supported - No Revenue							
Service/Volume Processed	No. of Transactions ee	Total Revenue	Agency Share NII Share				
DAS - State Directory Order	0	5.00	0.00	0.00	0.00		
DED -Conference Registration	0	75.00	0.00	0.00	0.00		
DHHS - Birth Certificate Order	2,079	17.00	41,514.00	41,514.00	0.00		
LCC -Tax Payments	35	variable	2,212,770.00	2,212,770.00	0.00		
COURTEFILESUB	16,189	variable	\$410,819.00	\$410,819.00	0.00		
PSCREMIT	270	variable	\$4,198,438.06	\$4,198,438.06	0.00		
WCCSUB	111	variable	\$1,926.00	\$1,926.00	0.00		
SUBTOTAL	18,684		\$6,865,467.06	\$6,865,467.06	\$0.00		