

PROFESSIONAL SERVICES CONTRACT

Contract #000000000000000000063890

This Contract ("Contract"), entered into by and between Indiana State Board of Animal Health (the "State") and ACCLAIM SYSTEMS INC (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Contractor. The Contractor shall provide the following services relative to this Contract:

A. The Contractor will provide and deploy the most recent version of the USAHERDS database system on the State's servers and provide seventy-five (75) hours of maintenance, support and problem resolution services as described in the attached statement of work and quotation document dated April 19, 2022, titled "USAHERDS - Software Maintenance and Support July 1, 2022 – June 30, 2023" and labeled "Exhibit A" (referred to herein as the "Maintenance Services").

B. The Contractor will provide up to fifty (50) additional hours of maintenance and support services and services to create, test and install application enhancements to the USAHERDS database system as ordered by the State (referred to herein as the "Application Enhancement Services").

C. If ordered by the State, implementation and use of the VET-CVI application and Tuberculosis / Brucellosis components as described in the attached Statement of Work for eCVI implementation 7/1/2022 – 6/30/2023 and labeled as "Exhibit B".

2. Consideration.

A. For the Maintenance Services described in Clause 1A of this Contract, the Contractor will be paid a flat fee of \$26,522.50.

B. For the Application Enhancement Services described in Clause 1B of this Contract, Contractor will be paid a rate of ninety dollars (\$93) per hour for services performed.

C. For the Vet-CVI application work described in Clause 1C of this Contract a total of \$10,600.50 and use of 20 hours of support services described in Clause 1A of this Contract.

Total remuneration under this Contract shall not exceed \$26,522.50 for the Maintenance Services, \$4,650 for the Application Enhancement Services; and \$10,600.50 for the VET-CVI services. (Together a maximum total of \$41,773 for all of the services combined).

3. Term. This Contract shall be effective for a period of twelve (12) months. It shall commence on July 01, 2022 and shall remain in effect through June 30, 2023.

4. Access to Records. The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors.

A. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

B. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

6. Assignment of Antitrust Claims. As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.331 for purposes of this Contract. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

8. Authority to Bind Contractor. The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

9. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally,

further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC § 5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that:

(A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC §24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) the Contractor will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

11. Condition of Payment. All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

12. Confidentiality of State Information. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

13. Continuity of Services.

Deleted by agreement of the parties.

14. Debarment and Suspension.

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

15. Default by State. If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

16. Disputes.

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The

Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

17. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the

statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

19. Employment Option. Deleted by Agreement of the Parties.

20. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

21. Funding Cancellation. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that

funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

24. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor.

25. Independent Contractor; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and Contractor shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

26. Indiana Veteran Owned Small Business Enterprise Compliance. Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise ("IVOSB") participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as "Attachment A-1" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA's Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term. The following certified IVOSB subcontractor(s) will be participating in this Contract: **[Add additional IVOSBs using the same format.]**

IVOSB PERCENT	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON
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Briefly describe the IVOSB service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to IndianaVeteransPreference@idoa.IN.gov, or mailed to IDOA, 402 W. Washington Street, Room W-462, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions

allowable under 25 IAC 9-5-2. Requests for changes must be submitted to IndianaVeteransPreference@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report IVOSB certified subcontractor payments directly to the Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

27. Information Technology Enterprise Architecture Requirements. If this Contract involves information technology-related products or services, the Contractor agrees that all such products or services are compatible with any of the technology standards found at <https://www.in.gov/iot/2394.htm> that are applicable, including the assistive technology standard. The State may terminate this Contract for default if the terms of this paragraph are breached.

28. Insurance.

Deleted by agreement of the parties.

29. Key Person(s).

A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.

B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are None.

30. Licensing Standards. The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

31. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this

Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

32. Minority and Women's Business Enterprises Compliance.
Award of this Contract was based, in part, on the Minority and/or Women's Business Enterprise ("MBE" and/or "WBE") participation plan as detailed in the Minority and Women's Business Enterprises Subcontractor Commitment Form, commonly referred to as "Attachment A" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term.

The following Division of Supplier Diversity certified MBE and/or WBE subcontractors will be participating in this Contract: **[Add additional MBEs and WBEs using the same format.]**

MBE or WBE PERCENT	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON
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Briefly describe the MBE and/or WBE service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to MWBECompliance@idoa.IN.gov, or mailed to Division of Supplier Diversity, 402 W. Washington Street, Room W-462, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to MWBECompliance@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to Division of Supplier Diversity certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report Division of Supplier Diversity certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

33. **Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Contractor certifies

compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

34. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Chief of Staff
Indiana State board of Animal Health
Discovery Hall, Suite 100
1202 E. 38th Street
Indianapolis, IN 46205
E-mail: animalhealth@boah.in.gov

B. Notices to the Contractor shall be sent to:

Acclaim Systems, Inc.
110 E. Pennsylvania Blvd
Feasterville, PA 19053
E-mail: Rakeshk@acclaimsystems.com

As required by IC § 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

35. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the State, and (3) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

36. Ownership of Documents and Materials.

A. The USAHerds software application is owned by National Agribusiness Technology Center (NATC). The Indiana State Board of Animal Health has a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the application, enterprise software license for the USAHerds software application(s) in which no fees are required in order to use the installed software indefinitely under the agency's current operating system. The enterprise license allows an unlimited number of State employees to utilize the application an unlimited number of times and at an unlimited number of locations within Indiana without additional payment being required. Under this Contract the State is paying for maintenance, support and problem resolution services, including installation of revised version(s) of the software as described herein. However, it remains the sole option of the state to purchase these services or to decline them after the expiration of this Contract. If the state chooses to discontinue maintenance, support and problem resolution services in the future, the installed version of the software would continue to be legally licensed for use.

B. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the materials developed for or supplied by the State and used to develop or assist in the services provided while the materials are in the possession of the Contractor. Any loss or

damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the materials and to Contractor's work product during the term of this Contract.

37. Payments.

A. All payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC § 4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.

B. If the Contractor is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

38. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

39. Progress Reports. The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

40. Public Record. The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and the State will post this Contract on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

41. Renewal Option. This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC § 5-22-17-4. The term of the renewed contract may not be longer than the term of the original Contract.

42. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

43. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

44. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

45. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of

services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

46. Termination for Default.

A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

47. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the *Indiana Department of Administration Travel Policy and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Travel Policy* guidelines.

48. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

49. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes

dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2022 SCM Template*) in any way except as follows:

- 13. Continuity of Services.
- 19. Employment Option
- 28. Insurance
- 36. Ownership of Documents and Materials

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Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

ACCLAIM SYSTEMS INC

By: David Burgess
18F9002BD71D4CB...

Title: Executive Director

Date: 6/27/2022 | 09:36 EDT

Indiana State Board of Animal Health

By: Gary Haynes
971E59EB3B25487...

Title: Chief of Staff

Date: 6/27/2022 | 09:49 EDT

Electronically Approved by: Indiana Office of Technology By: _____ (for) Tracy Barnes, Chief Information Officer	Electronically Approved by: Department of Administration By: _____ (for) Rebecca Holwerda, Commissioner
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality: Office of the Attorney General By: _____ (for) Theodore E. Rokita, Attorney General

acclaim
SYSTEMS

April 19, 2022

Gary Haynes

Indiana State Board of Animal Health
Discovery Hall, Suite 100
1202 East 38th Street
Indianapolis, IN 46205-2898

Gary Haynes,

Please accept this statement of work and quotation from Acclaim Systems, Inc. (ACCLAIM) to provide Software Maintenance, Support and Problem Resolution, of the **USAHERDS** solution for Indiana State Board of Animal Health. We are pleased to quote **\$26,522.50** as a fixed price amount for 12 months of maintenance and support as described in this agreement, based on the terms and conditions of the current contract. For an additional cost, clients can request enhancements where the cost and process are outlined in this document. The period of performance is for one year, July 1, 2022 – June 30, 2023.

Thank you for the opportunity to provide these Acclaim Systems Inc. services for the above applications.

Sincerely,

John Kucek

Executive Summary

In this statement of work, we detail the scope, tasks, and pricing for continuing Software Maintenance, Support and Problem Resolution, of **USAHERDS** for Indiana State Board of Animal Health:

- 1. Software Maintenance Agreement
- 2. Support and Problem Resolution Agreement

In addition, Indiana State Board of Animal Health can request additional enhancements where the cost and process are outlined in [Appendix A: Procuring Enhancements](#).

A brief description of the deliverables and Pricing:

DESCRIPTION	COST
Software Maintenance Support and Problem Resolution SOW for USAHERDS with 75 support hours	\$26,522.50
Total Amount due:	\$26,522.50

Additional support and enhancement hours may be purchased for **\$93.00**/hour. Support hours can be used for: Support, Training, Enhancement.

ACCLAIM is very pleased to support the Indiana State Board of Animal Health. If you have any questions, please contact:

John Kucek
johnku@acclaimsystems.com
773 495 8307

Software Maintenance Agreement

Software Maintenance

USAHERDS is an AS-IS application. All features either wanted or unwanted are the current set of features of the **USAHERDS** system. Software Maintenance is defined as the modification of a software product after delivery to implement approved service requests for either new functionality or to fix a current unwanted feature. Warranty services solely provide for resolution of any problems, defects, and/or deficiencies introduced by Acclaim Systems in the process of software maintenance that have been reported with in the current contract where the intended results do not meet the documented and agreed upon specifications of the service request.

The following elements reflect items that are supplied as part of Software Maintenance and Support:

What constitutes the use of maintenance hours?

Any request submitted to the serve desk for investigation, requested code change, requested research, emailed question with required response, 3rd party interfaces resulting in errors not created by Acclaim, request for participation of meetings, request for discussions with a 3rd party for integration.

Break-Fix

Under this Statement of Work (SOW), ACCLAIM will provide services to modify the **USAHERDS** software in order to remedy an unwanted feature or implement approved service requests. Acclaim Systems does not take on liability from the previous vendor's code. If Acclaim Systems introduce a bug or break-fix error to the system Acclaim will remedy the issue. Existing bug within the code not introduced by Acclaim are considered features of the current system and will be considered a change order / enhancement.

Quality Assurance Process & Testing

Acclaim has several Quality Analysts at our development center in Harrisburg, PA.

Acclaim will test each major and minor release prior to delivery to the client in accordance with technical and business specifications agreed upon for the release, perform regression testing to validate that the new functionality has not negatively impacted existing functionality within the product, and provide the release for User Acceptance Testing (UAT).

Release Deployment

Acclaim will work with the business area to provide a maintenance release schedule that will include agreed-upon change requests in a structured process:

- Standard releases: Acclaim will provide 1 standard release annually; in addition to up to 2 as needed “Hot Fix” during the service period if the issue is related to a customer facing issue or required financial requirement.
- Emergency release: Acclaim will exercise all commercially reasonable efforts to test such emergency fixes in accordance with the requirements of this section.

Acclaim also will deliver or make available to the client, with the delivery of each release, detailed release notes describing the release content.

Release Management

Acclaim’s Release Management process provides customer support, improved planning, and testing. This standardized approach to software delivery management provides for full quality assurance, communication, and consistency in versioning. Items to be included in a release are prioritized between our Product Management team and Indiana State Board of Animal Health. Acclaim will work with the client to develop a maintenance release schedule, which will include agreed-upon change requests in a structured process.

Acclaim will provide support, as defined in this agreement, for the current major production release of the software and the current major production release –1. Customers who choose to remain on older production release versions may be charged additional costs/hours for the added work effort in supporting older versions.

Product Management

Acclaim will provide product management to assist in coordination of support activities. As part of our maintenance service, our Product Manager, a subject matter expert in **USAHERDS** will provide:

- Bimonthly (every other month) meeting to discuss the operations of **USAHERDS** that focuses on:
 - Current support/training hour usage
 - Discussion of any new feature sets (enhancements) for changes that can be prioritized in a product release listing and product roadmap per a separate SOW
 - Shared discussion on other client activities or enhancement requests for prioritization
 - Discussion on internal infrastructure changes
- Coordinating with the client POC for prioritization and release dates of future releases

Product Management further includes:

- Providing information on enhancements or customizations made by other clients at no additional charge unless additional configurations are required to enable the functionality.
- Supporting User Group administration and meetings lead by the license holder of the software.
- Reviewing requested feature sets for prioritization across clients to be able to address high priority items as quickly as possible
- Assisting the user community in coordinating requirements, including potential cost sharing across clients
- User group conferences and user workshop coordination which is led by the License Holder.

Client Responsibilities:

This section describes the responsibilities of the Indiana State Board of Animal Health under this agreement.

- **Designated Support Contacts**

The client will designate one (1) single point of contact (POC) with an optional backup. The POC is responsible for coordinating with Acclaim POC for prioritization and release dates of maintenance items as well as reporting and management of incidents.

The client will designate one (1) or more product administrators to serve as the primary client contact for Acclaim's Support and Maintenance Services.

- **User Support**

The client will provide end-user first-level support. Acclaim will provide and be responsible for Level 2 and 3 support of the product.

- **Backups and Procedures**

For products hosted by the client, the client will be responsible for maintaining staging and production environments and for performing all necessary back-ups, database monitoring and tuning, recovery, and required product operating procedures. If Acclaim does not provide Production hosting for the solution, the State will be required to host their own staging environment. For products hosted by Acclaim, Acclaim will perform these tasks.

- **Remote Access**

For products hosted by the client, the client will provide Acclaim remote access to the servers on which the product resides. For products hosted by Acclaim as an outsourced hosting service, the client will not have direct access, e.g., via virtual private network (VPN), to any of the hosted servers.

- **Client Assistance in Resolving Unwanted Features**

The client will provide such assistance and cooperate with Acclaim in helping to identify and address unwanted features. Client delays in providing assistance affecting the total elapsed time of the maintenance task(s) related to the request may result in delayed completion of the task, charge of additional maintenance hours, or both.

When providing a detailed description of the issue you are experiencing, please remember to include such items and details as:

- Username experiencing the issue.
- Identify what you expected to happen vs what happened.
- Document steps to reproduce issue.
- Identify the module/page - menu item selected to get to the page/report
- Parameters/data values populated, button clicked, etc.
- If any error message is displayed, please copy/include in the report.
- Finally, be sure to select the appropriate Priority and click the Submit button.

Support and Problem Resolution Agreement

Support and Problem Resolution

The ACCLAIM Service Desk provides a single Point of Contact (PoC) for issue tracking and resolution for the Level 2 and Level 3 support requests. ACCLAIM provides SMEs on the **USAHERDS** solution in conjunction with our Service Desk team to ensure a timely incident response and resolution to any issues or needs identified. Our Service Desk is available 8:00 a.m. to 7:00 p.m. Eastern Time on business workdays. Timeframes outside of these normal business hours are negotiable.

Additional details of support scope such as resolution times and issue resolution plan are provided in [Appendix C: Service Level Agreement](#).

1.1.1. Product Contact Information

Acclaim supports contact information: Phone and Email

MODULE	EMAIL	TELEPHONE
USAHERDS	USAHERDS_support@tnatc.org	(888) 999-2125

Figure 1: Solution Contact Information

1.1.2. Support Process

This agreement includes hours of support indicated on page 2; these allocated hours of support will expire if a new annual renewal contract is not processed before the end of the contract term. Hours which are being “rolled over” to the new calendar year must be allocated to a “project” and used within 90 days of the new contract term in which time they will expire. Support hours include issue resolution for items outside of software maintenance (i.e., data fixes), meetings to discuss software changes outside of Product Management monthly meetings, and enhancements or code changes, such as cosmetic changes on a report. Training includes webinars, continuing education training, and additional meetings to educate staff at the client request. Hours can be purchased should a client need additional support/training assistance. Support hours can be used for maintenance, enhancements and training.

1.1.3. Support and Maintenance Services History Tracking System

Acclaim will maintain a customer- specific Support and Maintenance Services history, including updated records of the client’s product configuration. Acclaim is committed to creating a transparent relationship and will log all support hours and classify them in the monthly statement:

- a) the date, time, title and time spent on each contact to support desk
- b) the total number of contracted hours, total used and remaining hours available.

1.1.4. Reporting and Management of Incidents

Reports of incidents (an "Incident Report") will be made by the client to the Acclaim Service Desk. If there are multiple Incidents, the client will prioritize their incidents with respect to each other. The Service Desk will log the reported incident and provide the client with an Incident tracking number for reference when making follow-up inquiries.

The Incident Report will contain:

- a) the date and time of the call
- b) the name of the product
- c) the client contact name, e-mail address if available, and telephone number
- d) a description of the incident

The client will provide Acclaim with as much information as possible to enable Acclaim to investigate and attempt to identify and verify the reported issue or defect. The client will work with Acclaim support personnel during the problem isolation process, as reasonably needed. Acclaim will manage and maintain records with respect to the resolution of all reported Incidents ("Incident Resolution Report") and may facilitate status calls for 'High Impact' or 'Work Stoppage' classifications. Acclaim will maintain the working history of Incident Reports and provide the client with expected resolution dates, and – for unwanted features – a status of where the update is in the Acclaim release and quality assurance process.

Appendix A: Procuring Enhancements and RFID Tags

For requested changes, Acclaim will draft a fixed-price SOW that details the scope, approach, assumptions and associated cost to meet the requested change. Acclaim's process for reviewing and estimating product enhancements/modifications is:

1. Client submits a work request to the Acclaim Service Desk as a support ticket.
2. The Acclaim business analyst documents the request with the high-level objectives of the request. This Enhancement Request Document defines the scope and the objectives of the request. An authorized client representative reviews and approves the document.
3. Acclaim schedules requirements gathering meetings, during which time ACCLAIM works with the client to fully capture requirements, validate our assumptions, and establish scope and acceptance criteria for the requested changes.
4. Acclaim creates an SOW that contains the documented requirements, assumptions, and cost. That SOW is delivered to an authorized representative from the client for review and signature approval. The timing of this deliverable, in our experience, is dependent upon the scope and complexity of the requested enhancements.
5. Upon receipt of a signed work order, Acclaim schedules the work based upon the estimated start date specified in the approved work order and associated prioritization as well as the resource bandwidth.

Acclaim Systems has signed an exclusive partnership agreement as the North American sales, marketing and distribution partner with the Australian Ear Tag Manufacturer, Wuxi Fofia Technology (FOFIA). FOFIA is beginning the approval process with the USDA to bring their Australian approved National Livestock Identification System (NLIS) HDX Ear Tag to the USA. Upon approval from the USDA, Acclaim will make these HDX tags and other approved technologies available for purchase through this contract. The max price to USHERDS states for the approved HDX tag is \$1.60 with incremental discounts bases on order size.

The USAHERDS User Group is creating a shared cost USAHERDS module called, VET CVI. This new progressive web application will be available to participating states within the USAHERDS user group. The annual maintenance for this additional module is \$3,500. Acclaim is allowing states to utilizing 10 hours of their support contract to lower the annual maintenance to \$2,600 if the state chooses. At this time maintenance for the application includes: Security and Framework updates, XML messaging updates, App Store configurations. States will be responsible to field calls from practicing Veterinarians within their state.

Appendix B: Terminology and Definitions

Acclaim's Quality Assurance Process includes:

- **Test Case Development** – These cases are derived directly from the business. Test cases cover both positive and negative test scenarios.
- **System Integration Testing (SIT)** – The objective of SIT is to verify the correctness of the newly designed items, and their interaction with the other functional areas of the system. Testing focuses on new or altered functionality of application.
- **System Acceptance Testing (SAT)** – The goal of SAT is to logically combine all the key components described in the integration section of this document in strategic end-to-end testing flows to validate that core functionality is processing correctly.
- **Regression Testing** – Regression Testing is done to confirm that a recent program or code change has not adversely affected existing production features. Regression Testing is a full or partial selection of previously executed test cases which are re-executed to ensure existing functionalities work to specification.
- **Test Results Reports** – Acclaim will prepare reports documenting testing efforts as well as any known issues prior to handing over the release for UAT.
- **User Acceptance Testing (UAT)** – Acclaim provides initial test cases, test monitoring and defect tracking during the UAT test period as well as correct critical defects that are related to the agreement's business and technical specifications and will deliver each release to the client only after such release has been approved by the client.

The following terms relating to Incidents and Defects are defined as follows:

- **Unwanted Feature:** Any non-conformance of the Product to operate in accordance with the Documentation, or the Product to operate in accordance with the Performance Standards that currently exists in the application.
- **Defect:** Any non-conformance of the Product to operate in accordance with the Documentation, or the Product to operate in accordance with the Performance Standards that was introduced by features created by Acclaim Systems.
- **Emergency Release:** Corrections to a small number of known errors used to remediate a Major Incident and/or a potential security breach that might cause a Major Incident. Acclaim Inspection Services will follow the Emergency Change procedure and ensuing Emergency Release procedure to implement an Emergency Release for the impacted Customers.
- **Incident:** An unplanned interruption to an IT Service or a reduction in the Quality of an IT Service. Failure of a Configuration Item that has not yet impacted Service is also an Incident.
- **Incident Response:** A email, and/or update from the Acclaim Service Desk or telephone call from Acclaim acknowledging that an Incident Report has been received and that appropriate technical personnel have been assigned to work on the Incident.
- **Interim Resolution:** Acclaim: (a) reinitiates or restarts, as applicable, the product, if the reported Defect caused the product to be inoperative; (b) enables the client to access

the product, as applicable, if the reported Defect caused the client to be unable to access the product; or (c) provides the client with a workaround acceptable to the client that solves or mitigates a reported Defect.

- **Issue:** Any of the following: (a) any presently identified event, circumstance, or problem that adversely affects the ability to meet project requirements, or a missed Deliverable Due Date or Critical Milestone Due Date, whether by Acclaim or the client; or (b) any event, problem, difficulty, or circumstance which affects or may affect the Product or the operation of the Product by the client, including the failure to meet the Performance Standards. Issues do not include unwanted features (see definition of Unwanted Features).
- **Major Release:** Contains large areas of new functionality, some of which may eliminate temporary fixes to problems. A major release usually supersedes all preceding minor releases and emergency releases. Acclaim Inspections Services must push a full (as opposed to partial) set of software components to the appropriate customer environment.
- **Minor Release:** Contains small enhancements and fixes, some of which may have already been issued as an emergency release. A minor release usually supersedes all preceding emergency releases. Release and Deployment Management will determine the frequency of minor releases. Minor releases will be deployed as follows:
 - *Full Release:* Acclaim Inspections Service must push a full set of software components to the appropriate customer environment. The software will incorporate all changed components from prior releases.
 - *Partial Release:* The Release and Deployment Management Process will define criteria for a partial Minor Release for CI items.
- **Resolution:** A correction or modification that permanently corrects the unwanted features or Defect, or for non-Defect-based Incidents, a permanent product that ensures the Incident will not be repeated.
- **Service Request:** A request from a user for information, or advice, or for a Standard Change or for Access to an IT Service.
- **Work Stoppage:** Defined as an unwanted feature or defect that directly impacts the daily operation of the business and provides no suitable work around.

Appendix C: Service Level Agreement Resolution Times

The service is available 8:00 a.m. to 7:00 p.m. Eastern Time on Federal business days, unless stated otherwise in the contract. ACCLAIM will respond within the timeframe noted in Figure 2. “Medium” and “Low” severity reported system defects and product deficiencies will be prioritized and corrected in a future product release. Extended support is offered until 7:00 pm EST exclusively for USAHERDS application outage situations, not routine maintenance requests.

LEVEL OF SEVERITY	DESCRIPTION	TIME TO:	
		ACKNOWLEDGE	RESOLUTION PLAN
1. High Impact	Software does not execute	1 hour	4 hours
2. Medium Impact	Software execution is significantly restricted or severely impaired		1 business day
3. Low Impact	Software executes with minor errors		5 business days

Figure 2: Resolution Times

Issue Resolution Plan

Client support is initially handled by Acclaim’s Service Desk which will provide responsive and professional service for less complex support and will quickly transfer complex support needs to Acclaim’s Product SMEs. Acclaim logs and tracks all problem contacts through resolution. Monthly reports to each licensee provide details on all calls and use of support time.

Technical support will be offered by telephone, email, and/or direct viewing of the production environment or mobile device. Acclaim requires direct access to client infrastructure (e.g., VPN) in order to execute this service agreement. Device-level support is optionally available via GoToAssist.

As part of the Acclaim release management process, items will be prioritized between our Product Management team and Indiana State Board of Animal Health. Acclaim will provide aging reports to review older support requests/bugs to ensure these items are being addressed as appropriate based on priority. All issues are reviewed prior to each minor release and targeted for a future release based on priority.

Acclaim's goal is to resolve all priority 1 items not considered for an emergency release in the next available minor release. Priority 2 items will be scheduled within the next two maintenance releases after submission to Acclaim. Any modifications to source code will follow standard release management for the specific product.

If you are impacted by a High Priority issue the process is to email the support desk, followed by a phone call to the Support Desk. If you do not reach a support desk specialist then please call please call John Kucek, 773-495-8307.

1.1.5. Escalation Procedures

Figure 3 describes the escalation path that is followed if the Indiana State Board of Animal Health escalates service requests and defects for which an Interim Resolution has not been provided and/or has not been addressed in a timely or appropriate manner. The client has the right to require ACCLAIM to assign an appropriate support and/or technical resource from ACCLAIM to coordinate and oversee resolution of such defect or request. In this case, resolution efforts will be communicated through daily calls. If these escalation procedures fail to produce a satisfactory resolution, the Executive Sponsors will discuss a corrective action plan to resolve the timeliness of correcting defects or requests.

Escalation Level	Contact Details
Lv. 1	AgraGuard Project Manager: Yda Mitzy G. Torres Email: mtorres@acclaimsystems.onmicrosoft.com
Lv. 2	Solution Account Manager: John Kucek Email: johnku@acclaimsystems.com Phone: (773) 495-8307
Lv. 3	Executive Director: David Burgess Email: David@AcclaimSystems.com

Figure 3: Escalation Path

Notice to Proceed

This Proposal dated April 19, 2022, for Acclaim Systems, Inc. (ACCLAIM) to provide Indiana State Board of Animal Health with services as described in the Software Maintenance Agreement, Support and Problem Resolution Agreement is hereby submitted for approval. The parties acknowledge that they have read this document, understand it, and agree to be bound by its terms and conditions.

This Notice to Proceed will serve as acceptance of this Proposal, as set forth in this document.

INDIANA STATE BOARD OF ANIMAL HEALTH

By _____

Name

Title

Date

Acclaim Systems, Inc.

Company Address



Overview Statement of Work (SOW) for the eCVI implementation

Range of Service Agreement	Services Performed By:	Services Performed For:
Date	Acclaim Systems, Inc.	Indiana Dept of Agriculture
	Company Address	

Usage License in App Stores: VET-CVI

This agreement provides use access for the State of Indiana to utilize the VET-CVI application for the duration of time listed in this maintenance agreement. Indiana must follow the intended use for this application and only approve accredited veterinarians within their state that meet the USDA requirements.

Maintenance

The State of Indiana is to field all incoming calls from Veterinarians using the VET-CVI application that maybe experiencing issues or have questions. All calls should be attempted to be resolved by the States designated representative.

If an issue is identified as an information technology error within the code of VET-CVI the designated state representative will forward the request to Acclaim Systems online support desk for investigation.

Acclaim Systems will provide tier 3 level support to remedy code errors for users of the application within the participating state. Acclaim will not field any questions including training questions directly from accredited veterinarians with the State.

USAHERDS states can use up to 20 hours per year out of their USAHERDS maintenance hours to add enhancements to the application, if deemed acceptable by Acclaim Systems. Additional hours can be purchased at the rate of \$95.00 per hour. Any enhancement requests will follow the current support activities by going through the support desk at Acclaim Systems. This includes ballpark estimating, detail estimating and inclusion in a future release at Acclaim Systems discretion. Acclaim Systems may add enhancements to the application within their release schedule based on system lifecycle management and at the discretion of Acclaim Systems.

Acclaim Systems will provide all hosting of the application. All activities within the hosting environment are directed by Acclaim Systems. We will endeavor to make sure that the environment is stable. No uptime or stability is guaranteed within this hosting agreement. All maintenance will be done off hours at our discretion.

Fee Schedule

<u>VET-CVI:</u>	
Configuration: of application per USAHERDS state: (One Time)	\$ 7,000.00
Maintenance: VET-CVI	\$ 3,500.00 (Yearly)
<u>TB / Brucellosis: (optional)</u>	
Configuration: Tuberculosis, Brucellosis (Vaccination and Test Chart) (One Time)	\$ 1,000.00

Maintenance: Tuberculosis, Brucellosis (Vaccination and Test Chart): \$ 1,000.00
(Yearly)

Assumptions

- The VET-CVI system is hosted by Acclaim Systems within the Azure environment for all states use.
- The data in the VET-CVI system and other functionality will be housed in an MS-SQL environment within this Azure environment and under the control of Acclaim Systems.
- At this time there is no purging of the data, this will be discussed based on records retention in each state.
- States will take support calls from in-field Vets.
- Maintenance: Security and Framework updates, XML messaging updates, App Store configurations
- The data sent to your state will be your data once you receive it.
- The rest of the data within the VET-CVI system will only be accessible through the system based on your user role.
- There will be no access to the VET-CVI system data directly.

Notice to Proceed

This Proposal is hereby submitted for approval. The parties acknowledge that they have read this document, understand it, and agree in principle to be bound by its terms and conditions. This proposal, and the terms and conditions contained herein, are subject to and conditional upon the negotiation and execution of a final, binding agreement between client and ACCLAIM.

This Notice to Proceed will serve as acceptance of this Proposal, as set forth in this document.

Please circle which functionality you want to include for your state:

- VET-CVI
- Tuberculosis
- Brucellosis

Client Name

Acclaim Systems, Inc.

By: _____
Name:
Title:

By: _____
Name:
Title: