Amendment No. 1
to
Contract No. 5600 NA170000094
for
Animal Shelter Software
between
Pethealth Services (USA) Inc.
and the
City of Austin

1.0 The City hereby exercises this extension option for the subject contract. This extension option will be March 06, 2018 through March 05, 2019. Three options will remain.

2.0 The total contract amount is increased by $44,500.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 03/06/2017 – 03/05/2018	$57,600.00	$57,600.00
Amendment No. 1: Option 1 – Extension 03/06/2018 – 03/05/2019	$44,500.00	$102,100.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: DocuSigned by: Michelle Cole 2/6/2018
C3618D8C84F14F5...

Printed Name: Michelle Cole
Authorized Representative SVP

Pethealth Services (USA) Inc.
3315 E. Algonquin Rd. Suite 450
Rolling Meadows, IL 60008

Sign/Date: 2/8/18

Printed Name: Bartley Tyler
Authorized Representative

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Pethealth Services (USA) Inc.("Contractor")
for
Animal Shelter Software
MA-5600- NA170000094

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Pethealth Services (USA) Inc. having offices at Rolling Meadows, IL 60008 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP 5600 JTH0307REBID.

1.1 **<u>This Contract is composed of the following documents:</u>**

1.1.1 This Contract

1.1.2 The City's Solicitation, Request for Proposal, 5600 JTH0307REBID including all documents incorporated by reference

1.1.3 Pethealth Services (USA) Inc. Offer, dated January 5, 2017, including subsequent clarifications

1.1.4 Section 0800 Non Discrimination and Non-Retaliation Certification

1.1.5 Vestafy Application Service Provider Agreement

1.1.6 Vestafy Statement of Work Agreement

1.1.7 Vestafy Security and Information Management Follow Up

1.2 **<u>Order of Precedence</u>**. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This Contract

1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.2.4 Section 0800 Non Discrimination and Non-Retaliation Certification

1.2.5 Vestafy Application Service Provider Agreement

1.2.6 Vestafy Statement of Work Agreement

1.2.7 Vestafy Security and Information Management Follow Up

1.3 **Term of Contract.** The Contract will be in effect for an initial term of 12-months and may be extended thereafter for up to four additional 12-month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of $57,600 for the initial Contract term and not-to exceed amount of $44,500 for each extension option as indicated in the Price Sheet, RFP Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.

1.5.1 All negotiated terms.

1.5.2 Service Level Agreements as agreed.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

PETHEALTH SERVICES (USA) INC.

[illegible]
Printed Name of Authorized Person

Signature

VP of Client Success
Title:

March 27th, 17
Date:

CITY OF AUSTIN

James Howard
Printed Name of Authorized Person

Signature

Corporate Purchasing Manager
Title:

3.29.17
Date:

ADDITIONAL CLARIFICATIONS/CHANGES 3.2.17

Per email dated 2.27.2017 from PetHealth, Inc.

1. PetHealth, Inc. will double the hours of implementation engagement from 40 hours (cost waived as part of the Vestafy launch) to 80 hours at no additional cost.

2. PetHealth, Inc. will provide two (2) staff for five (5) days on site during Vestafy go-live, at no additional cost.

At this time, the City of Austin will not opt-in to the Marketing Program but reserves the right to consider this program in the future.

CITY OF AUSTIN, TEXAS

Purchasing Office

REQUEST FOR PROPOSAL (RFP)

OFFER SHEET

SOLICITATION NO: RFP JTH0307REBID

DATE ISSUED: 12/19/2016

REQUISITION NO.: RQM16081500636

COMMODITY CODE: 92031,20554,92045

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

Jim Howard
Corporate Purchasing Manager
Phone: (512) 974-2031
E-Mail: James.Howard@austintexas.gov

Gil Zilkha
Corporate Contract Administrator
Phone: (512) 974- 2696
E-Mail: Gil.Zilkha@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: ANIMAL SHELTER INFORMATION MANAGEMENT SYSTEM

PROPOSAL DUE PRIOR TO: 01/05/17 @2:00 PM

PROPOSAL CLOSING TIME AND DATE: 01/05/17 @ 2:15 PM

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE SOLICITATION CLOSING ONLINE: For RFP's, only the names of respondents will be read aloud

For information on how to attend the Solicitation Closing online, please select this link:

http://www.austintexas.gov/department/bid-opening-webinars

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	**Address for Fedex, UPS, Hand Delivery or Courier Service**
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # jth0307	Purchasing Office-Response Enclosed for Solicitation # jth0307
P.O. Box 1088	124 W 8th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL, 1 COPIES, AND 10 ELECTRONIC COPY OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	9
0500	SCOPE OF WORK	115
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	5
0601	PRICE SHEET	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: ______________________________

Company Address: ______________________________

City, State, Zip: ______________________________

Federal Tax ID No. ______________________________

Printed Name of Officer or Authorized Representative: ______________________________

Title: ______________________________

Signature of Officer or Authorized Representative: ______________________________

Date: ______________________________

Email Address: ______________________________

Phone Number: ______________________________

*** Proposal response must be submitted with this Offer sheet to be considered for award**

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0835: Non-Resident Bidder Provisions

Company Name ____

A. Bidder must answer the following questions in accordance with Vernon's Texas Statues and Codes Annotated Government Code 2252.002, as amended:

   Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

   Answer: ____

   (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
   (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

   Answer: _____________________________ Which State: _____________________________

C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

   Answer: ____

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER:	RFP JTH 0307REBID
PROJECT NAME: **Animal Shelter Information Management System**	

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No ______ **If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope**

Yes ______ **If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.**

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

____

Company Name

____

Name and Title of Authorized Representative (Print or Type)

______________________________ ______________

Signature **Date**

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
(Please duplicate as needed)

SOLICITATION NUMBER:

PROJECT NAME: **Animal Shelter Information Management System**

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone Number		Fax Number	
Name of Contact Person			
Is Company City certified?	Yes ☐ No ☐ MBE ☐ WBE ☐ MBE/WBE Joint Venture ☐		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature **Date**

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. **Attach Good Faith Effort documentation if non MBE/WBE firms will be used.**

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE ☐ WBE ☐ Ethics / Gender Code: ☐ Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	$		
List commodity codes & description of services			

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE ☐ WBE ☐ Ethics / Gender Code: ☐ Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _______________ **Date** __________ **Director/Deputy Director** _____________ **Date** _______

CITY OF AUSTIN
PURCHASING OFFICE
PURCHASING EXCEPTIONS

Solicitation Number: RFP JTH0307REBID

The offeror shall clearly indicate each exception taken, provide alternative language, and justify the alternative language. The offeror that is awarded the contract will be required to sign the contract with the provisions accepted; any exceptions may be negotiated or may result in the City deeming the offer non-responsive. Failure to accept or provide the exception information below may result in the City deeming the offer non-responsive.

Place this attachment as Tab 4 of your offer.

1. **<u>0300 STANDARD PURCHASE TERMS & CONDITIONS</u>**

☐ Accepted as written. ☐ Not accepted as written. See below:

Indicate:
Page Number **Section Number** **Section Description**

Alternate Language:

Justification:

NOTE: Copies of this form may be utilized if additional pages are needed.

CITY OF AUSTIN
PURCHASING OFFICE
PURCHASING EXCEPTIONS

Solicitation Number: RFP JTH0307REBID

The offeror shall clearly indicate each exception taken, provide alternative language, and justify the alternative language. The offeror that is awarded the contract will be required to sign the contract with the terms and conditions accepted; any exceptions may be negotiated or may result in the City deeming the offer non-responsive. Failure to accept or provide the exception information below may result in the City deeming the offer non-responsive.

Place this attachment as Tab 4 of your offer.

2. **0400 SUPPLEMENTAL PURHCASE PROVISIONS**

☐ Accepted as written. ☐ Not accepted as written. See below:

Indicate:
Page Number **Section Number** **Section Description**

Alternate Language:

Justification:

NOTE: Copies of this form may be utilized if additional pages are needed.

CITY OF AUSTIN
PURCHASING OFFICE
PURCHASING EXCEPTIONS

Solicitation Number: RFP JTH0307REBID

The offeror shall clearly indicate each exception taken, provide alternative language, and justify the alternative language. The offeror that is awarded the contract will be required to sign the contract with the terms and conditions accepted; any exceptions may be negotiated or may result in the City deeming the offer non-responsive. Failure to accept or provide the exception information below may result in the City deeming the offer non-responsive.

Place this attachment as Tab 4 of your offer.

3. **0500 SCOPE OF WORK**

☐ Accepted as written. ☐ Not accepted as written. See below:

Indicate:
Page Number **Section Number** **Section Description**

Alternate Language:

Justification:

NOTE: Copies of this form may be utilized if additional pages are needed.

CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0400
SUPPLEMENTAL PURCHASE PROVISIONS
RFP 5600 JTH0307REBID

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

   All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by no later than 4:00 P.M. on December 28, 2016 via email at jim.howad@austintexas.gov .

2. **INSURANCE:** Insurance is required for this solicitation.

   A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

      i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
      ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
      iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
      iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

      City of Austin Purchasing Office
      P. O. Box 1088
      Austin, Texas 78767

   B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

      i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee.
         (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
            (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
            (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
      ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
         (1) The policy shall contain the following provisions:
            (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
            (b) Contractor/Subcontracted Work.
            (c) Products/Completed Operations Liability for the duration of the warranty period.
            (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

(2) The policy shall also include these endorsements in favor of the City of Austin:
(a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident.
(1) The policy shall include these endorsements in favor of the City of Austin:
(a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

iv. **Professional Liability:** The Contractor shall provide coverage, at a minimum limit of $ 1 million per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. **TERM OF CONTRACT:**

A. The Contract shall be in effect for an initial term of 12 months and may be extended thereafter for up to 4 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

4. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	CTM
Attn:	Carla Jobe-Partington, PMP
Address	1124 S. IH-35, Suite 300
City, State Zip Code	Austin, Texas 78704

B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

5. **DATA LOCATION**: The Service Provider shall provide its Services to the City and its end users solely from data centers in the U.S. Storage of City Data at rest shall be located solely in data centers in the U.S. The Service Provider shall not allow its personnel or contractors to store City Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The service provider shall permit its personnel and contractors to access City data remotely only as required to provide technical support. The service provider shall provide technical user support on a 24/7 basis unless otherwise prohibited in this contract.

6. **IMPORT AND EXPORT OF DATA:** The City shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the service provider. This includes the ability for the City to import or export data to/from other service providers.

7. **WARRANTY - PERFORMANCE***:* Provider represents and warrants that: (a) Subscription Services provided under any SaaS Subscription Schedule and Non-subscription Services provide under a Statement of Work shall be provided and performed by qualified personnel in a professional, workmanlike manner, consistent with the prevailing standards of the industry; (b) it shall use industry best practices to fulfill its obligations under ach SaaS Subscription Schedule and Statement of Work; and (c) any deliverables provided by Provider shall operate in conformance with the terms of this Master Software as a Service Agreement and the applicable SaaS Subscription Schedules and Statements of Work.

8. **WARRANTY – AUTHORITY***:* Provider warrants that it has all authority necessary to provide for Client's access and use of the Subscription Services and the Non-subscription Services for the purposes set forth in this Master Software as a Service Agreement, in any SaaS Subscription Schedule and in any Statement of Work. Provider further represents and warrants that sale, licensing or use of any of the Subscription Services and of the Non-subscription Services furnished under this Agreement does not and shall not infringe, misappropriate or otherwise violate any Third Party's intellectual property rights.

9. **WARRANTY – SOFTWARE***:* Unless otherwise expressly provided in this Master Software as a Service Agreement, a SaaS Subscription Schedule or Statement of Work, Provider for itself and for and on behalf of its service providers, licensors, employees and agents warrants that: (a) the functions contained in the Subscription Services and in any Non-subscription Services provided under this Agreement shall meet Client's requirements, (b) the operation of the Subscription Services and any Non-subscription Services shall be uninterrupted and error free, (c) the Subscription Services and any Non-subscription Services shall

have the capacity to meet the demand during the times specified in the Subscription Services Schedule(s) and in the Statement(s) of Work for Non-subscription Services and (d) the Subscription Services shall work with future Desktop Specifications, as well as future releases of web browsers, and shall have both forward and backward functionality. Provider shall be liable for any damages that Client may suffer arising out of use of, or inability to use, the Subscription Services and Non-subscription Services provided under this Agreement. Without limitation, Provider's indemnification obligation under this section includes any claim, damage, loss or expense arising from or in connection with any act by an agent, contractor, subcontractor, consultant, or employee of Provider that results in, or is intended by such agent, contractor, subcontractor, consultant, or employee to result in, harmful or otherwise unauthorized access into any of Client's systems, data, Client's Confidential Information, or Client's technology.

10. **WARRANTY – AGAINST UNDISCLOSED ILIICIT CODE**: Provider warrants that, unless authorized in writing by Client, any software program or any other part or portion of the Subscription Services or Non-subscription Services developed by Provider, passed through to Client from Third Parties under this Agreement or provided to Client by Provider for use by Provider or Client shall:

A. Not contain any hidden file;

B. Not replicate, transmit or activate itself without control of a human operating the computing equipment on which it resides;

C. Not alter, damage or erase any data or computer programs without control of a human operating the computing equipment on which it resides;

D. Not contain any key, node lock, time-out or other function, whether implemented by electronic, mechanical or other means, that restricts or may restrict use or access to any software programs, Subscription Services or Non-subscription Services developed or data created under this Agreement, based on residency on a specific equipment configuration, frequency of duration of use or other limiting criteria;

E. Not contain any virus, malicious, illicit or similar unrequested code, whether known or unknown to Provider; and

F. Not use electronic self-help, including but not limited to preventing electronically Client's further or continued use of and/or access to the subscription Services, No-subscription Services or any software or other portion thereof.

G. Notwithstanding any provision in this Agreement to the contrary, if any Subscription Service or Non-subscription Service has any of the foregoing attributes (collectively "Illicit Code"), Provider shall be in default of this Agreement, and no cure period shall apply unless approved by the City. At the request of and at no cost to Client, Provider shall remove any such Illicit Code from the licensed software as promptly as possible.

H. To protect Client from damages that may be caused intentionally or unintentionally by the introduction of Illicit Code into Client's computer systems, no software may be installed, executed or copied onto Client's equipment without an express warranty to Client that Illicit Code does not exist. Such warranty shall be set forth on an exhibit attached to and made a part of this Agreement.

I. Provider agrees that in the event of any dispute with Client regarding an alleged breach of this Agreement, Provider shall not use any type of electronic means to prevent or interfere with Client's use of any portion of the Subscription Services and Non-subscription Services. Provider understands that a breach of this provision could foreseeably cause substantial harm to Client and to numerous Third Parties having business relationships with Client.

11. <u>DATA:</u>

A. "Personal Data" means data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport), financial account information, including account number, credit or debit card numbers, or protected health information (PHI) relating to a person.

B. Protected Health Information" (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv), and employment records held by a covered entity in its role as employer.[1]

C. Data Ownership: The City will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access City user accounts or City data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract, or (4) at the City's written request.

D. Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of City information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of City information and comply with the following conditions:

i. The service provider shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.
ii. All data obtained by the service provider in the performance of this contract shall become and remain property of the City.
iii. All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of the personal data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of this contract.
iv. Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest and in transit. The City shall identify data it deems as non-public data to the service provider. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
v. At no time shall any data or processes – that either belong to or are intended for the use of a City or its officers, agents or employees – be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the City.
vi. The service provider shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.

[1] U.S. Department of Health and Human Services, National Institute of Health, HIPAA Privacy Rule, Definitions

E. Compliance with Accessibility Standards: The service provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.

F. Security: The service provider shall disclose its non-proprietary security processes and technical limitations to the City such that adequate protection and flexibility can be attained between the City and the service provider. For example: virus checking and port sniffing – the City and the service provider shall understand each other's roles and responsibilities.

G. Security in Compliance with Chapter 521 of the Texas Business and Commerce Code: Service provider shall comply with all requirements under Chapter 521 of the Texas Business and Commerce Code, including but not limited to being responsible for a program that protects against the unlawful use or disclosure of personal information collected or maintained in the regular course of business. The program shall include policies and procedures for the implementation of administrative, technical, and physical safeguards, and shall also address appropriate corrective action for events of any security breach and proper methods of destroying records containing sensitive personal information.

H. Security Incident or Data Breach Notification: The service provider shall inform the City of any security incident or data breach.

i. Incident Response: The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the City should be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

ii. Security Incident Reporting Requirements: The service provider shall report a security incident to the appropriate City identified contact immediately as defined in the SLA.

iii. Breach Reporting Requirements: If the service provider has actual knowledge of a confirmed data breach that affects the security of any City content that is subject to applicable data breach notification law, the service provider shall (1) promptly notify the appropriate City identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

I. Breach Responsibilities: This section only applies when a data breach occurs with respect to personal data within the possession or control of service provider.

i. The service provider, unless stipulated otherwise, shall immediately notify the appropriate City identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

ii. The service provider, unless stipulated otherwise, shall promptly notify the appropriate City identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. The service provider shall (1) cooperate with the City as reasonably requested by the City to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

iii. Unless otherwise stipulated, if a data breach is a direct result of the service provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state law; (3) a credit monitoring service required by state (or federal) law; (4) establishing a website or a toll-free number and call center for affected individuals required by state law – all not to exceed the average per record per person cost calculated for data breaches in the United States (currently $201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute[2] at the time of the data breach; and (5) complete all corrective actions as reasonably determined by service provider based on root cause; all [(1) through (5)] subject to this contract's limitation of liability.

12. **BUSINESS CONTINUITY AND DISASTER RECOVERY:** The service provider shall provide a business continuity and disaster recovery plan upon request and ensure that the City's recovery time objective (RTO) of is met.

13. **TERMINATION AND SUSPENSION OF SERVICE**:

A. In the event of a termination of the contract, the service provider shall implement an orderly return of City data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of City data.

B. During any period of service suspension, the service provider shall not take any action to intentionally erase any City data.

C. In the event of termination of any services or agreement in its entirety, the service provider shall not take any action to intentionally erase any City data for a period of:

- 10 days after the effective date of termination, if the termination is in accordance with the contract period
- 30 days after the effective date of termination, if the termination is for convenience
- 60 days after the effective date of termination, if the termination is for cause

After such period, the service provider shall have no obligation to maintain or provide any City data and shall thereafter, unless legally prohibited, delete all City data in its systems or otherwise in its possession or under its control.

D. The City shall be entitled to any post-termination assistance generally made available with respect to the services unless a unique data retrieval arrangement has been established as part of the SLA.

E. The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the City. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the City.

14. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

A. Contractors who work on-site or with court or justice system data will be required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").

[2] "2013 Cost of Data Breach Study: Global Analysis," Ponemon Institute, May 2013.

B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].

i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.

C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.

D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.

E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.

F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.

G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.

H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.

I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.

J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

K. Each member of the Contractor's team must sign a non-disclosure agreement.

17. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

    A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

    B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

    C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

18. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Carla Jobe-Partington, PMP   Carla.jobe-partington@austintexas.gov

1124 S. IH-35, Suite 300

Austin, Texas 78704

0500 TABLE OF CONTENTS

1.0 INTRODUCTION

1.1 Purpose of Request for Proposal

The Animal Services Office (ASO) requires a shelter information management system that provides management of animal inventory, veterinary care and efficient animal protection case management. The shelter management system will be used to meet regulatory goals as outlined in local ordinances and state code. The solution has to integrate with external 3rd party animal adoption services using common data transfer standards, as well as integrate with the City's Citizen's Service Request (CSR) 311 phone service. Animal Services Office staff need mobility to manage the multiple daily animal movements from anywhere within the campus buildings, as well as update animal protection records directly in the field, rather than wait to enter data at a desktop computer. They also need to increase their asset management capability to improve access to data analytics. The current process for accessing data is time consuming and burdensome; program managers need current and accurate data to make programming decisions. ASO currently uses the Chameleon application which was developed as a prison management application and is now more than 15 years old. The Chameleon vendor has no roadmap to provide integration with external third party animal adoption services using common data transfer standards. A replacement solution will provide new capabilities and integrate with community rescue partners. The Animal Services Office transfers hundreds of animals every month to rescue partners. Integration will help make this process more seamless, faster and ensure accurate data exchange. Integration also allows for these transfers to be paperless. Third party Rescue partners are a vital component of maintaining 96% or above live release rates. Mobility is a key driver in this RFP and reporting which has always been a struggle. The City wishes to identify a new, more robust, flexible and comprehensive system.

The City requires a Cloud (hosted) solution, Software as a Service (SaaS) or Platform as a Service (PAAS) solution that best meets customer requirements, not to exceed $57,000 per year, inclusive of all costs, implementation, and ongoing maintenance costs.

1.2 Business Goals

Increased efficiency in handling call and case information and mobile ability will help Animal Protection meet Business Plan goal of 100% response to incoming Priority 1 and 2 calls. Additionally, more streamlined processes for partner transfer and adoptions will reduce length of stay of animals, improve customer service and should allow for increased adoptions which will ensure ASO meets goals for returns to owner and live outcomes.

The Enterprise Architecture Office has engaged with the Animal Shelter to work with key stakeholders and users, to identify Capabilities and Goals. The results of this effort are shown below in Figure 1.2A.

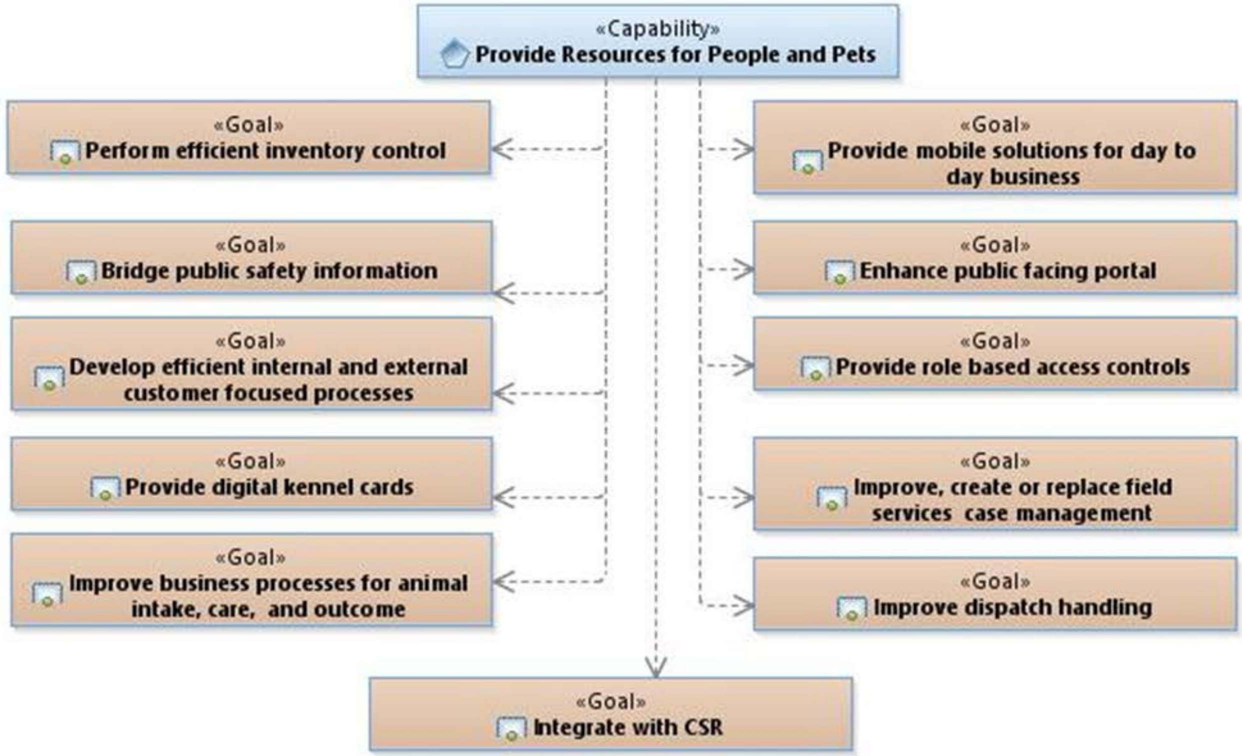


Figure 1.2A: COA Animal Shelter Capability Model

1.3 Project Scope

1.3.1 General Information

The following are the expected project deliverables, and are consider "in-scope" elements to be completed:

- The procurement of a suitable software solution(s) based on usage of and adherence to Use Cases, Data Model and functional requirements, technical requirements (security, network, storage, and business continuity, related to the intake, storage, maintenance and sharing of Animal Shelter's data)
- Implementation of the selected software solution(s) as published in the RFP
- Interface with the City's Customer Service Request (Motorola CSR) 311
- Integration with 3rd party animal adoption services
- Real time (2-way) interface to Austin Community Court regarding issuance of summons and warrants for animal cruelty
- Real time information to Federal Drug Enforcement Agency (FDEC) for Class 1 Schedule Drugs for veterinary treatment and care

- Automated barcode inventory management for accurate drug inventory and ability to reorder critical drugs needed for animal care
- Mobile devices for use within the Shelter, as well as in the field for Dispatch Officers
- Provision of Business Continuity features and functionality will assure the selected solution(s) will be available for use during required business hours
- Provision of necessary Data Retention and storage required to meet regulatory and/or data archiving requirements
- Provision of required data migration and testing to fully meet customer requirements
- Provision of required training for administrators, system managers and users
- System installation and setup
- Implementation support services
- Training (Administrator and end user training to include training materials)
- Product Documentation
- System testing, fixes and configuration
- Maintenance and support
- Project management
- Third Party Software (if applicable).

The Buyer will provide network infrastructure and facilities to support the system. The Vendor must furnish and install a fully functional system that meets the requirements specified in a negotiated contract. Details regarding the Buyer's responsibilities and the Vendor's responsibilities are noted below. The final contract will dictate specifics of the scope of work for both Buyer and Vendor.

1.3.2 Buyer’s Responsibilities

The City of Austin shall be responsible for the following:

- Provide a Contract Manager (single point of contact) to work with the Vendor on contract negotiations and resolve other contract issues that may arise
- Provide a facility for the Vendor to conduct presentations, meetings, equipment/software installations, testing, and training including telephones, personal computer hookups, and access to copy and fax machines
- Provide a Project Manager to assist the City’s Project Team and vendor team with the full implementation of a new system
- HVAC and AC power feed and generator backup for City systems
- Local Area Network/Wide Area Network

- Access to Subject Matter Experts (SMEs)
- Approval of Milestones and Deliverables
- Approve the final sign-off, if all City requirements are met, for the acceptance of the entire system.

1.3.3 Vendor's Responsibilities

The Vendor shall be responsible for the following:

- All system design, software installation, programming, testing, performance tuning, training, documentation and implementation required for the system. If third-party software is required, Vendor shall assume full responsibility for its inclusion in this solution.
- Comply with all local, state and federal laws and regulations applicable to the work performed, even if said laws and regulations are not identified herein. (The Vendor responsible in whole, and on behalf of Vendor's sub-contractors.)
- Provide qualified experienced project manager (Project Management Professional certification preferred, subject to approval by the City) and staff to work and coordinate with the City's Contract Manager and City staff on all project activities without interrupting normal operations for the City's Agenda Office.
- The acquisition and installation of any required hardware. Note: The City reserves the right to purchase hardware from other sources.
- All technical documents for the proposed system and its components. These documents shall include administrator and end user manuals about product installation and maintenance, including detailed design documents for customized system application and test plans. The supplier shall grant the City the authorization to reproduce any provided documents for internal use.
- Conduct migration of historical data into the new system.
- Assist in the development of an Acceptance Test Plan and defining success criteria, in addition to performance testing of the entire system. During testing, the Proposer must be available for assistance and correction of any error detected. Testing must be successfully performed before the City approves the final sign-off for the acceptance of the system.
- Be available via a toll-free number for technical support and problem resolution during normal business hours (8:00 a.m. - 5:00 p.m. CST, Monday through Friday) during implementation.
- Respond to all problem requests received from the City once the system is in production. An initial response will be received within two (2) hours, critical problems will be addressed and resolved within twenty-four (24) hours, with all other production problems addressed and resolved within forty-eight (48) hours.

- Provide a detailed list of the necessary resources and expertise, complete with personnel job descriptions, which shall be required for the City to maintain the system once implemented.
- Provide technical training to a minimum of four (4) users AND system administration training to a minimum of two (2) users AND end-user training to a minimum of four (4) users.
- Specify proposed demarcation of responsibilities between the City and the Proposer during system installation, testing, warranty, and maintenance.
- Identify potential risks associated with this project and take all steps necessary to mitigate risks, whether financial or otherwise.

2.0 DESCRIPTION OF EXISTING SYSTEM(S)

2.1 Business Context

The Austin Animal Center averages an intake of about 18,000 animals per year. They receive over 30,000 calls for service and provide microchip and vaccine services to hundreds of residents. The Austin Animal Center requires suitable software solutions to fulfill its core business functions, which support the City Council-mandated 90% live release rate and State health code requirements. A Cloud/hosted solution (SaaS) is highly desired. Basic needs include:

- Animal inventory management
- Dispatch handling for field operations
- Bite case management
- Medical clinic management
- Tracking of citations
- Mobile solutions
- Volunteer management
- Point of Sale

Functions should have integration capabilities to ensure seamless operations and maximize efficiency. Additionally, program managers need quick and easy access to data to make solid data-driven decisions.

2.2 Current System

The Austin Animal Center currently uses the Chameleon application which was developed as a prison management application and is now more than 15 years old. The Chameleon vendor has no roadmap to provide integration with external third party animal adoption services using common data transfer standards. Chameleon is not cloud-based, which limits accessibility. Because it utilizes Crystal Reports, a specialized skill set and additional software programs are needed to develop new reports and modify existing ones. This makes it difficult, if not impossible, to quickly access needed data to assess program efficacy and make decisions about resource usage with tight turnaround times.

3.0 REQUIREMENTS INFORMATION

Vendor responses to the requirements are used to evaluate proposals. The Functional and Technical requirements are referenced in Sections 4 and 5, and documented in Appendices A, B and C. The City has made a good faith effort to identify the minimum functional and technical requirements of the entire system. However, it is expected that the Contractor shall work with the City to review and refine the City requirements. The Contractor shall be responsible for making any required modifications or customizations to the system, subject to approval by the City.

3.1 Organization of Requirements

Requirements are grouped into four areas:

- **Use Case Diagrams/Data Models**: These serve as the functional requirements that describe functionality requested by end users.
- **Technical Standards Requirements**: Developed by the City's Enterprise Architecture Group, these requirements describe the technical specifications to support the Functional Requirements and the constraints for security and networking. Requirements are defined for both solutions using Software as a Service (SaaS) or Platform as a Service (PaaS).
- **Technical Reference Models**: Developed by the City's Enterprise Architecture Group, these models provide the area of technology and the excepted standards.
- **Implementation Requirements**: Describe the project management resources, processes, documentation, testing and training that ensure effective product implementation and accomplishment of project objectives.

4.0 FUNCTIONAL REQUIREMENTS

4.1 Responding To Functional Requirements

To ensure a proposed solution is thoroughly represented, Vendors should review and be thoroughly familiar with the functional requirements as represented in the Use Case Diagrams in **Appendix A**. If the proposed solution is unable to comply with any of the requirements, please explain the alternative approach or solution.

5.0 TECHNICAL REQUIREMENTS

5.1 Responding To Technical Requirements

The City has included the attached Technical Standards in **Appendix B**, used by our Enterprise Architects. If the proposed solution is unable to comply with any of these standards, please explain the alternative approach or solution.

5.2 Responding To Technical Reference Model

The City has included the attached Technical Reference Model (TRM) in **Appendix C**, to provide insight into our technical standards and operational IT environment. Please review the TRM and discuss alternative recommendations, if required.

6.0 IMPLEMENTATION REQUIREMENTS

6.1 Responding To Implementation Requirements

Vendors should respond to the implementation requirements by providing the documentation, plans and other information as indicated in section 7.2 below.

6.2 List of Implementation Requirements

6.2.1 Vendor's Project Management Methodology

Responding Vendors must provide documentation describing their proven project management methods. The City recognizes that each Vendor will recommend a project management methodology that demonstrates a commitment to completing the project on time and within budget. Documentation to be included:

- Project Management Methodology (Model) Used
- Explanation of the Methodology
- Explanation of how the Methodology will be used in this project

6.2.2 Required System Documentation

Vendors must describe the format for each document they will provide and be prepared to deliver selected system documents upon request during the evaluation and selection process. Prior to system acceptance, the selected vendor should provide the following system documentation:

- One (1) complete set of maintenance and operations manuals for each category of software or equipment purchased in association with this project
- Manuals for all software applications, hardware, and hardware configurations for users and administrators

6.2.3 Training

- The Vendor must provide a detailed training plan and including training for all end user roles.
- The Vendor must provide training materials that can be adapted for use by City staff to conduct end user training.
- The Vendor must submit recommendations on how to conduct ongoing training for new users and training for future upgrades.

6.2.4 Maintenance

The Vendor must provide a Service Level Agreement plan for support and maintenance for a five year period. The plans should include information on how to contact the Vendor, the availability of the Vendor support team, and levels of service and associated response times. In addition, the plan should include information regarding what software/hardware is supported in the maintenance plan, the cost of the plan, information about warranties, and information about enhancements and upgrades.

7.0 LIST OF APPENDICES FOR THIS RFP

Appendices

Appendix A **Use Case Diagrams / Functional Requirements**

Appendix B **Technical Standards Requirements Table**

Appendix C **Technical Reference Models Table**

1. **PROPOSAL FORMAT**

Prefacing the proposal, the Contractor shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. This Summary shall include the name of the proposing firm, address of the proposing office, contact names and information, explanation of the suitability of the product and statement of assumptions made. The proposal itself shall be organized in the following format and informational sequence:

A. **Part I – City of Austin Purchasing Documents:** Complete and submit the following documents:

1. Offer and Award Sheet
2. Section 0601 –Price Sheet
3. Section 0605 Local Business Presence Identification Form
4. Section 0835 – Non-Resident Bidder Provisions
5. Section 0900- No Goals Utilization Plan
6. Proposal Exceptions if necessary.

B. **Part II - Business Organization**: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

C. **Part III - System Concept and Solution**: Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal. The Contractor shall meet all requirements presented in Appendix A of the Section 0500 of this RFP. A detailed response must be provided for each data diagram listed in Appendix A. Contractor must provide a detailed response for all Technical Requirements and Technical Reference Models in Appendices B and C.

D. **Part IV - Program**: Describe your technical plan for accomplishing required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Specifically indicate:

i. A description of your work program by tasks. Detail the steps you will take in proceeding from Task 1 to the final tasks.

ii. The technical factors that will be considered in section above, and the depth to which each will be treated.

iii. The degree of definition provided in each technical element of your plan.

iv. The points at which written, deliverable reports will be provided.

v. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Contractor must state his compliance with terms of this Request for Proposal (RFP).

E. **Part V - Project Management Structure**: Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

F. **Part VI - Prior Experience**: Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 1998. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished. The Contractor should provide evidence of completed implementations of systems similar in scope to those used in this current project. The Contractor should demonstrate that the proposed system is securely operating at one or more customer sites connected by wide area computer networks and utilizing the Internet. Additionally, provide four (4) customer references, which are operating a fully functional system. References must include the following information: name of Company, number of personnel, gross sales per year/number of transactions/incidents etc., Contact name-sponsor or IT Lead, contact telephone number, contact email, system description (hardware and software configuration, version number of software and network configuration) and date of system installations.

G. **Part VII - Personnel**: Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes.

H. **Part VIII - Local Business Presence**: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Contractor or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Contractor's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Contractor's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Contractor or Subcontractor(s) have a local business presence.

I. **Part IX - Proposal Acceptance Period**: All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal

J. **Part X - Proprietary Information**: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Contractor does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

K. **Part XI - Authorized Negotiator**: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

L. **SECTION 601 – Price Sheet**: Information described in the following subsections is required from each Contractor. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated, with progress payments as mutually determined to be appropriate. Contractor must submit the completed cost proposal spreadsheet provided in Section 601. Contractor must provide all costs (with 4 year forecast) associated with this project: hardware, software, third party software, project management services, maintenance and support, training (how many hours, how much per hour, other costs, others.

  i. Travel expenses. All travel lodging expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

  http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC

  No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

  ii. Contractor must provide policy and pricing methodology for the following: minor revision upgrades to the installed system, major revision upgrades to the installed system, bug fix releases and product enhancements (new features).

  iii. Printing. State separately the cost of furnishing copies of the final report (if applicable).

  iv. Total cost schedule.

2. **EXCEPTIONS**:

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

3. **PROPOSAL PREPARATION COSTS**:

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Contractor.

4. **EVALUATION FACTORS AND AWARD**

A. **Competitive Selection**: This procurement will comply with applicable City Policy. The successful Contractor will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Contractors in comparing proposals and selecting the Best Contractor. Award of a Contract may be made without discussion with Contractors after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. **Evaluation Criteria**:

Criteria	Description	% of Total
Proposed Solution Viability	Compliance with Use Case Diagrams/functional requirements Compliance with technical requirements	40
Project Management Approach	Project management methodology Completeness of project management documentation On-site project manager Qualifications and experience of project management staff	10
Evaluated Cost	Cost of base product Cost of maintenance agreements Cost of optional items	20
Experience	Number of successfully installed sites Customer references Similar installations (size and scope) Maturity of product Maturity of company	20
Local Business Presence		10
Total		100

Local Business Presence **(Maximum 10 points)**

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4

Local presence of between 1 and 24%	2
No local presence	0

C. Interviews, Demonstrations -Optional. Interviews may be conducted at the discretion of the City which would result in rescoring of Vendor proposals.

Vestafy

sheltering software built around you

Response to:
City of Austin Purchasing Office
Request for Proposal: Animal Shelter Information Management System
RFP Solicitation: JTH0307REBID

Proposal Closing Date:
January 5, 2017

Submitted by:
Pethealth Services (USA) Inc.
3315 Algonquin Rd, Suite 450,
Rolling Meadows, IL 60008

Pethealth

Executive Summary

Pethealth Services (USA) Inc. is pleased to provide the City of Austin (COA) with a proposal for the "Animal Shelter Information Management System" (RFP 5600 JTH0307REBID). This document is intended to demonstrate Pethealth's qualifications, experience, and approach to meet the project requirements. Our innovative product, Vestafy, has been designed to provide advanced Animal Welfare Organizations with the industry's most flexible workflow management and integration options.

Address of the Proposing Office: 3315 Algonquin Rd, Suite 450, Rolling Meadows, IL 60008
Contact: Michelle Cole, Senior Vice President, Customer Success
Office Phone: 905.339.4438 / **Mobile Phone**: 416.998.5466
Email: michelle.cole@pethealthinc.com

Introduction

The City of Austin Animal Services Office has demonstrated leadership in animal welfare initiatives from its microchipping approach to its live release rate success. Being at the forefront of the latest animal management technology can open an entirely new arena for efficiency gains and help position the organization to meet emerging stakeholder needs.

Vestafy is a completely customizable workflow management system designed specifically for the most advanced animal welfare organizations. Rather than being a fixed software package, Vestafy is a web-based customizable platform-as-a-service solution that allows administrators to create the user experience to match organization operations. With simple drag and drop editors, administrators can create custom fields, forms and workflows that match the organization's best-practices. Custom dashboards quickly filter and display information important to a user, allowing them to more efficiently complete that day's tasks. Custom reports, contracts, documents, and kennel cards can be created using Crystal Reports or any ODBC-compliant report writer. Role-based user permissions allow the administrator to personalize workflows and control access throughout. Vestafy's mobility strategy ensures optimal viewing and interaction across a variety of devices from desktop to tablet or phone, with a minimum of resizing, panning, and scrolling.

Vestafy was built with the understanding that municipal shelters must interface with numerous systems, both City-operated and otherwise. Vestafy employs industry-standard data protocols; this provides the opportunity for custom system interfaces to be built by Pethealth, COA resources, or a 3rd party. Each Vestafy implementation includes standard APIs to 3rd party adoption services, automatic microchip registration with 24PetWatch, and web services to upload adoptable, featured, and found pets to the City's website.

The Vestafy platform provides organizations with the flexibility to quickly re-organize or add new workflows to address emerging AWO challenges. For example as field-based advocacy and humane education programs evolve, Vestafy can be expanded accordingly. Since administrators have access to a platform rather than a packaged software solution, these changes can be made independent of the software vendor.

With Vestafy, COA receives several Pethealth benefits including automatic microchip registrations into the largest national registry in North America, simultaneous registration with AAHA's universal microchip database, a trial of insurance for each adopter, interfaces to the most popular adoption websites, and unparalleled customer support.

Custom workflows and system interfaces will help streamline processes, connect the most important data collection tools and improve key performance metrics – all of which should further the already successful work of the City of Austin Animal Services Office.

Project Approach

After a kick-off meeting to introduce the project management approach, Pethealth will create the initial COA Vestafy database, which includes a set of pre-configured workflows. The City project team will then be taught how to customize Vestafy to meet its needs, both by modifying the pre-configured workflows and, as needed, creating entirely new workflows.

In addition to the software, Pethealth will provide professional services for the implementation of Vestafy, including:

- Project management and consulting
- Initial administrative and project team training
- Guidance regarding Vestafy configuration
- Data conversion and testing services
- System integration
- Application hosting
- Ongoing maintenance and technical support

Deliverables

Pethealth is proposing the following deliverables, each of which is described more fully within our proposal:

- Software Licenses for Vestafy
- Implementation Services
    - Project management and consulting to help configure Vestafy to meet City's Use Cases, Data Model, functional and technical requirements as described in our proposal
- Data Conversion Services to import historical data from Chameleon to Vestafy
- System Integration
    - Citizen's Service Request (CSR) 311
    - Point of Sale to Financial System (AIMS)
    - 3rd party adoption services: Adopt-a-Pet, Petango
    - City website for adoptable & featured pets
    - Google maps for online mapping of found pets (to replace straymapper.com)
    - Finding Rover
    - Real time (two-way) interface to Austin Community Court
    - Drug Inventory Management system
- Training Services
    - Technical/ System Administration training for System Administrators and Staff (Vestafy Experts)
    - Balance of staff trained through City-created SOPs/work instructions and on-the-job practice
- Go-Live Implementation Support
    - Three Vestafy experts onsite for two days during system go live
- Documentation
    - Administrator Configuration Guide
- Application Hosting Services
- Software Maintenance and Technical Support
    - Technical support, bug fixes and database maintenance for configured application and interfaces
    - Dedicated Engagement Consultant to provide individualized software support management
    - Annual Vestafy usage assessment, including goals and action plan for upcoming year

Vendor Background

Pethealth is a leading provider of products and services to animal shelters, pet owners, veterinarians and those seeking to become pet owners in the United States, Canada and the United Kingdom. Our original PetPoint software is in daily use in more than 1,200 shelters across North America. Pethealth is the number one distributor of RFID microchip technology and lost pet recovery services to the companion animal market globally. All 24PetWatch chips are manufactured by Allflex, the worldwide leader in design, technology, manufacturing and delivery of traceability systems. Over 10.2 million pets have been registered in the 24PetWatch Pet Recovery database. Pethealth participates in the American Animal Hospital Association (AAHA) Universal Pet Microchip database. Our 24PetWatch branded insurance includes 115,000 active policies in North America with more than $27 million in claims paid in 2015. Petango®.com, our adoptable pet search platform, receives over 1.9 million unique visitors per month.

Part I: City of Austin Purchasing Documents

As required by the RFP, we are submitting the following documents:

Offer and Award Sheet
Section 0601 –Price Sheet
Section 0605 Local Business Presence Identification Form
Section 0835 – Non-Resident Bidder Provisions
Section 0900- No Goals Utilization Plan
Proposal Exceptions
Proposal Addendums
Addendum 1 dated 12/20/16

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Pethealth Services (USA) Inc.

Company Address: 3315 Algonquin Rd, Suite 450

City, State, Zip: Rolling Meadows, IL 60008

Federal Tax ID No. 0

Printed Name of Officer or Authorized Representative: Michelle Cole

Title: Senior Vice President, Customer Success

Signature of Officer or Authorized Representative: M Cole

Date: 1/3/17

Email Address: michelle.cole@pethealthinc.com

Phone Number: 905.339.4438

*** Proposal response must be submitted with this Offer sheet to be considered for award**

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Pethealth Services (USA) Inc.	
Physical Address	3315 Algonquin Rd, Suite 450, Rolling Meadows, IL 60008	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	Clarisoft Technologies	
Physical Address	7201 E. Camelback Rd, Suite 320, Scottsdale, AZ 85251	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	N/A	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0835: Non-Resident Bidder Provisions

Company Name Pethealth Services (USA) Inc.

A. Bidder must answer the following questions in accordance with Vernon's Texas Statues and Codes Annotated Government Code 2252.002, as amended:

   Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

   Answer: Non-Resident Bidder

   (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
   (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

   Answer: No   Which State: Illinois

C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

   Answer: ______________________________

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER: RFP JTH 0307REBID

PROJECT NAME: **Animal Shelter Information Management System**

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No ____ **If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope**

Yes X **If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.**

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Pethealth Services (USA) Inc.

Company Name

Michelle Cole, Senior Vice President, Customer Success

Name and Title of Authorized Representative (Print or Type)

M Cole

1/3/17

Signature **Date**

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
(Please duplicate as needed)

SOLICITATION NUMBER:

PROJECT NAME: **Animal Shelter Information Management System**

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	Pethealth Services (USA) Inc.		
Address	3315 Algonquin Rd, Suite 450		
City, State Zip	Rolling Meadows, IL 60008		
Phone Number	866.630.7387	Fax Number	866.440.8479
Name of Contact Person	Michelle Cole		
Is Company City certified?	Yes ☐ No ☒ MBE ☐ WBE ☐ MBE/WBE Joint Venture ☐		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Michelle Cole, Senior Vice President, Customer Success

Name and Title of Authorized Representative (Print or Type)

M Cole

Signature

1/3/17

Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. **Attach Good Faith Effort documentation if non MBE/WBE firms will be used.**

Sub-Contractor / Sub-Consultant	Clarisoft Technologies		
City of Austin Certified	MBE ☐ WBE ☐ Ethics / Gender Code: ☒ Non-Certified		
Vendor ID Code			
Contact Person	Bogdan Bucura	Phone Number	480.474.4603
Amount of Subcontract	$ 8,500 for Basic Data Conversion or $18,000 for Advanced Data Conversion		
List commodity codes & description of services	92024: Data Conversion Services		

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE ☐ WBE ☐ Ethics / Gender Code: ☐ Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _______________ **Date** __________ **Director/Deputy Director** _____________ **Date** _______

Pethealth Inc - MBE/WBE contact log					
Soliciting subcontractor for data conversion services					
Organization Name	**Email**	**Fax**	**Date of Contact #1**	**Date of Contact #2**	**Notes / Results**
TLC Engineering Inc	tonycouncil@tlceng.com	713-868-0001	12/22/2016 - Email	12/22 - Fax	No response
LAB Information Technology Incorporated	martin@labusa.com	630-570-5300	12/22/2016 - Email	12/22 - Fax	No response
IT Solutions on Demand LLC	BATCHASSI@IODESOLUTIONS.COM		12/22/2016 - Email	12/22 - Express Mail Letter	Email discussion (attached), and on 1/3/17 teleconference between Felix Batchassi, Director, and Steve Zeidman, VP Software Solutions, Pethealth. After discussing project requirements in more detail, vendor declined to move forward with project
Cooper Consulting Co	caudle@cooperconsulting.com	512-527-1001	12/22/2016 - Email	12/22 - Fax	Responded to budget question 12/22; no proposal submitted by Cooper Consulting.
SPETT Solutions Inc	spettsolutions@gmail.com		12/22/2016 - Email	12/22 - Express Mail Letter	No response
Greater Austin Hispanic Chamber of Commerce	cclarich@gahcc.org		12/22/2016 - Email	N/A	No response
U.S. Hispanic Contractors Association de Austin	info@ushca-austin.com		12/22/2016 - Email	N/A	No response
Greater Austin Asian Chamber of Commerce	jhuynh@austinasianchamber.org		12/22/2016 - Email	N/A	Auto-reply, out of office 12/22
Greater Austin Black Chamber of Commerce	admin@austinbcc.org		12/22/2016 - Email	N/A	No response
Business Investment Growth (BIG Austin)	info@bigaustin.org		12/22/2016 - Email	N/A	Auto-reply, out of office 12/22
Austin Area Black Contractors Association	brc-pro@att.net		12/22/2016 - Email	N/A	No response
Business Resource Consultants	brc-pro@att.net		12/22/2016 - Email	N/A	No response
Asian Contractor Association	asiancontractor@gmail.com		12/22/2016 - Email	N/A	No response
Nokoa The Observer			12/22/2016 - Facebook ad	N/A	No response

IT SOLUTIONS ON DEMAND, LLC CAPABILITIES STATEMENT

Company Information

IT SOLUTIONS ON DEMAND is a Texas based company. We provide businesses with access to technology, services and applied expertise that focus on specific business needs. We make information technology a transparent, seamless productivity tool that companies utilize to enhance their bottom line. Our headquarter is in Austin, Texas. The company is minority owned. DBE/MBE certified with the city of Austin, and HUB certified with the State of Texas. IT SOLUTIONS ON DEMAND is IBM, DELL, HP, Microsoft and Oracle Business Partner. These positions, we hope will help us grow our shares in the Market place

Company Leadership And Management

Felix Manglibe Batchassi: Director
Felix has 15 years of experience in Software Development. He spend 10 of these years working for IBM

L.M. Rivers, Jr: Operations Manager
L.M. has 43 years of experience in the Telecom Industrie including 22 years with the most famous and world wide well respected Companies such as AT&T, and Southwestern Bell.

Business Types And Certifications

Black American Owned. DOT Certified Disadvantaged Business Enterprise, For-Profit Organization, Minority-Owned Business, Self Certified Small Disadvantaged Business Certified 8(a) Program Participant

NAICS Codes

541511, 541512, 541712, 541519
541611, 517919, 518210,238210
611420, 611430, 611430, 811212
D300, D310, D311, D325,
N070, R702, H170, AR43

Company Designations

Federal EIN: 80
Texas Tax ID: 3 2
CMBL Vendor ID: 1800453496400
D-U-N-S Number: 93-227-4207
Cage Code: 5ZEY3

KEY MIDDLEWARE

All Microsoft Technologies
WebSphere
Webservices
Tivoli
Rational
Information Management
Lotus
Maximo
Oracle
SAP

Key Services and Technology

IT SOLUTIONS ON DEMAND offers a comprehensive IT services. Among others, we offer services in the following areas:

- SOFTWARE Applications Development
- SOFTWARE QUALITY ASSURANCE
- Database Design
- Data Management
- Software Implementation, and Integration
- Hardware Resell
- Hardware Deployment and Maintenance
- Network Design, Implementation and Management
- Security and Surveillance System
- IT Security
- Cyber Security
- Electronic Access Control
- Low Voltage wiring
- Project Management
- Google Fiber Installation(ongoing)
- Cat-6, Cat-5e, Cat-5, Cat-4, Cat-3, coax cables
- Voice and Data (Telephone, Internet, Cable)
- Voice over IP(VOIP)
- WEB DESIGN
- STAFFING
- Consulting

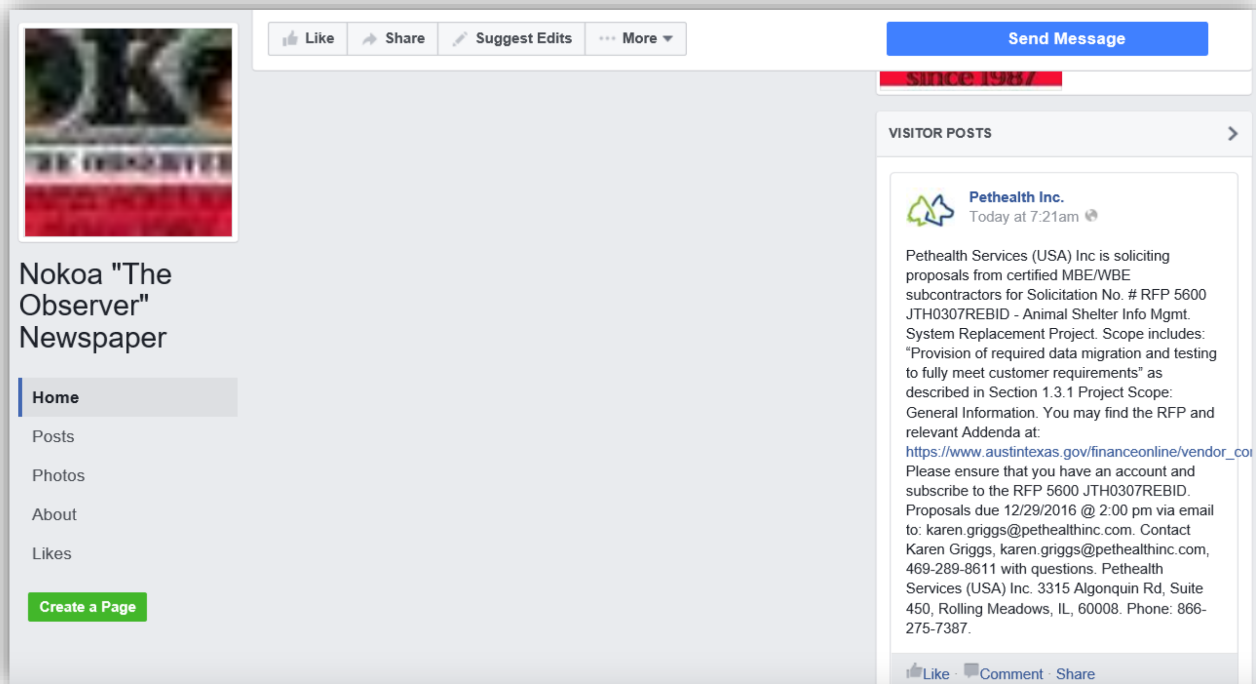
Contact Information

IT SOLUTIONS ON DEMAND, LLC
P.O. Box 14170
Austin, Texas 78761
Phone: 512-487-1709
email: batchassi@iodesolutions.com
http://www.iodesolutions.com
http://www.cybertechsus.com

DIR-SDD-1364
www.hp.com/buy/stateoftexas

Ad posted on Nokoa "The Observer" Newspaper Facebook page December 22

Pethealth Services (USA) Inc is soliciting proposals from certified MBE/WBE subcontractors for Solicitation No. # RFP 5600 JTH0307REBID - Animal Shelter Info Mgmt. System Replacement Project. Scope includes: "Provision of required data migration and testing to fully meet customer requirements" as described in Section 1.3.1 Project Scope: General Information. You may find the RFP and relevant Addenda at: https://www.austintexas.gov/financeonline/vendor_connection/solicitation/solicitations.cfm. Please ensure that you have an account and subscribe to the RFP 5600 JTH0307REBID. Proposals due 12/29/2016 @ 2:00 pm via email to: karen.griggs@pethealthinc.com. Contact Karen Griggs, karen.griggs@pethealthinc.com, 469-289-8611 with questions. Pethealth Services (USA) Inc. 3315 Algonquin Rd, Suite 450, Rolling Meadows, IL, 60008. Phone: 866-275-7387.



CITY OF AUSTIN
PURCHASING OFFICE
PURCHASING EXCEPTIONS

Solicitation Number: RFP JTH0307REBID

The offeror shall clearly indicate each exception taken, provide alternative language, and justify the alternative language. The offeror that is awarded the contract will be required to sign the contract with the provisions accepted; any exceptions may be negotiated or may result in the City deeming the offer non-responsive. Failure to accept or provide the exception information below may result in the City deeming the offer non-responsive.

Place this attachment as Tab 4 of your offer.

1. **0300 STANDARD PURCHASE TERMS & CONDITIONS**

☒ Accepted as written. ☐ Not accepted as written. See below:

Indicate:
Page Number **Section Number** **Section Description**

Alternate Language:

Justification:

NOTE: Copies of this form may be utilized if additional pages are needed.

CITY OF AUSTIN
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Place this attachment as Tab 4 of your offer.

2. **0400 SUPPLEMENTAL PURHCASE PROVISIONS**

☒ Accepted as written. ☐ Not accepted as written. See below:

Indicate:
Page Number **Section Number** **Section Description**

Alternate Language:

Justification:

NOTE: Copies of this form may be utilized if additional pages are needed.

CITY OF AUSTIN
PURCHASING OFFICE
PURCHASING EXCEPTIONS

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Place this attachment as Tab 4 of your offer.

3. **0500 SCOPE OF WORK**

☒ Accepted as written. ☐ Not accepted as written. See below:

Indicate:
Page Number **Section Number** **Section Description**

Alternate Language:

Justification:

NOTE: Copies of this form may be utilized if additional pages are needed.

ADDENDUM
CITY OF AUSTIN, TEXAS

Solicitation: RFPJTH0307REBID Addendum No: 1 Date of Addendum: 12/20/2016

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarifications:

1. The PAC1 has been replaced with version two, PAC1, which clarifies some language as specified below. Please review closely.

II. Questions:

1. Q) Section 0500 Table of Contents references 2 items that are not included in the RFP package do we need to address these in our response and if yes, can you please send?

   A) No, these items do not have to be addressed. The entire PAC1 has been removed and replaced with updated documents. Section 0500, number 7 Proposal Format has been removed. The Section 0600 governs Proposal format. The following document references have been removed and do not apply to this solicitation:

   Non-Collusion, Non-Conflict of Interest, Anti-Lobbying. -This document does not apply anymore. This section is removed.

   Source Code Escrow Agreement---This document does not apply as this is a hosted solution we are looking for, so this reference is removed.

2. Q) The RFP included two different Proposal Format instructions: Section 7.3 Proposal Format and 0600 Proposal Preparation Instructions. Which should we use?

   A) The Section 0600 proposal format controls. Please disregard Section 7.3. This Section has been removed.

3. Q) Should we use Appendix D referenced in section 7.39 or Form 601 included with the packet?

   A) The Form 601 controls all pricing submittals. Please disregard 7.39, which has been removed.

4. Q) Section 7.2.1—not sure what this means: "list the number of photocopy for review team plus a copy?"

   A) Please disregard Section 7.2.1, this section has been removed.

5. Q) Section 1.1, purpose of the Request for Proposal states "the city requires a Cloud (hosted) solution, Software as a Service (SaaS) or Platform as a Service (PAAS) solution that best meets customer requirements, not to exceed $57,000 per year." Does the $57,000/year include the one-time initial setup costs as well (e.g. data conversions, system integrations, training, etc.) or will the initial setup costs be budgeted separately?

   A) The total available budgeted authorization is less than $57,000 per year. This is inclusive of all implementation and ongoing maintenance costs.

6. Q) What is the last date that addendums will be issued?

   A) December 29, 2016

7. Q) When do you expect the proposal evaluations to be completed?

   A) Approximately, January 19, 2017.

8. Q) Please specify the product name/vendor for the Austin Community Court System.

   A) Current Vendor is CSDC Systems but this product is also being bid out at this time.

9. Q) Please specify product name/vendor of the current Drug Inventory Management system being used by Austin Animal Center.

   A) The current HLP Chameleon system does have an inventory management component but City is not currently using it.

III. **ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

APPROVED BY: ______________________ 12/20/2016
James T. Howard, Corporate Purchasing Manager — Date
Purchasing Office, 512-974-2031

ACKNOWLEDGED BY:

Michelle Cole	M Cole	1/3/17
Name	Authorized Signature	Date

<u>RETURN ONE COPY OF THIS ADDENDUM</u> TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

Part II: Business Organization

State full name and address of your organization

Pethealth Services (USA) Inc.
3315 Algonquin Rd., Suite 450
Rolling Meadows, IL 60008
United States

Parent company if you are a subsidiary

Pethealth, Inc.
710 Dorval Dr., Suite 700
Oakville, Ontario L6K 3V7
Canada

Specify the branch office or other subordinate element which will perform, or assist in performing, work herein.

Pethealth Services (USA) Inc.
3315 Algonquin Rd., Suite 450
Rolling Meadows, IL 60008
United States

Indicate whether you operate as a partnership, corporation, or individual.

Pethealth operates as a corporation.

Include the State in which incorporated or licensed to operate.

Pethealth Inc. is incorporated in the State of Illinois.

Part III: System Concept and Solution

Vestafy Overview

Vestafy is a web-based workflow management system created specifically for the Animal Welfare community. Vestafy allows shelters to customize workflows to truly mirror their unique operational approaches, with a solution that provides full data access for robust reporting. The web application is responsive and compatible with mobile and tablet devices. Its tablet-friendly design will enable quick and efficient updates by users in the shelter, in the field, and at offsite events.

Vestafy allows administrators to customize at every level. They can add their own fields and customized field values. Once the fields are created, the administrator builds forms (screens) using the fields of their choosing in whatever order best suits the organization's data entry requirements. Once a field is added to a form, the administrator can determine whether it is a required field, set a default field value, and even block the field from being changed by the user. Tool tips can be added to clarify field meanings for users and on-screen prompts (such as "be sure to scan for a microchip" can be displayed at the top of the forms. Forms are then arranged into workflows that match your organization's best-practice processes. Role-based user permissions allow the administrator to personalize the workflows and access.

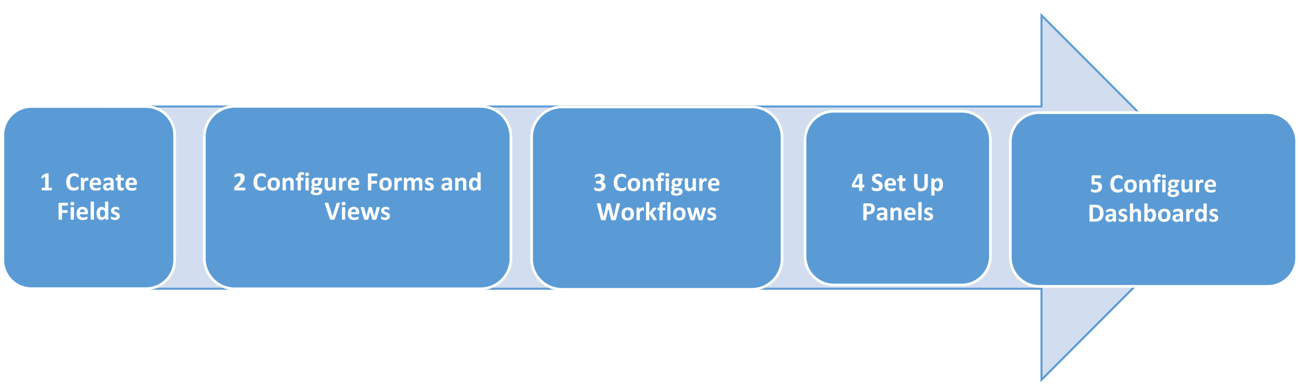
Dashboards are another critical part of what makes Vestafy such an exciting solution for organizations looking to minimize the paper and maximize efficiency. Dashboards group together panels of information that have each been filtered on one or more criteria. Examples of dashboards include "Animals Needing Foster" or "Today's Surgery Schedule". Dashboards allow users to quickly access the information they need and to update records directly from the dashboard, simplifying navigation and cutting down on the number of "clicks". Access to the different dashboards is based on user permissions.

Reports, contracts, documents, and kennel cards can be created using Crystal Reports or any ODBC-compliant report writer. Vestafy provides direct ODBC database access so you can create your own customized reports at any time.

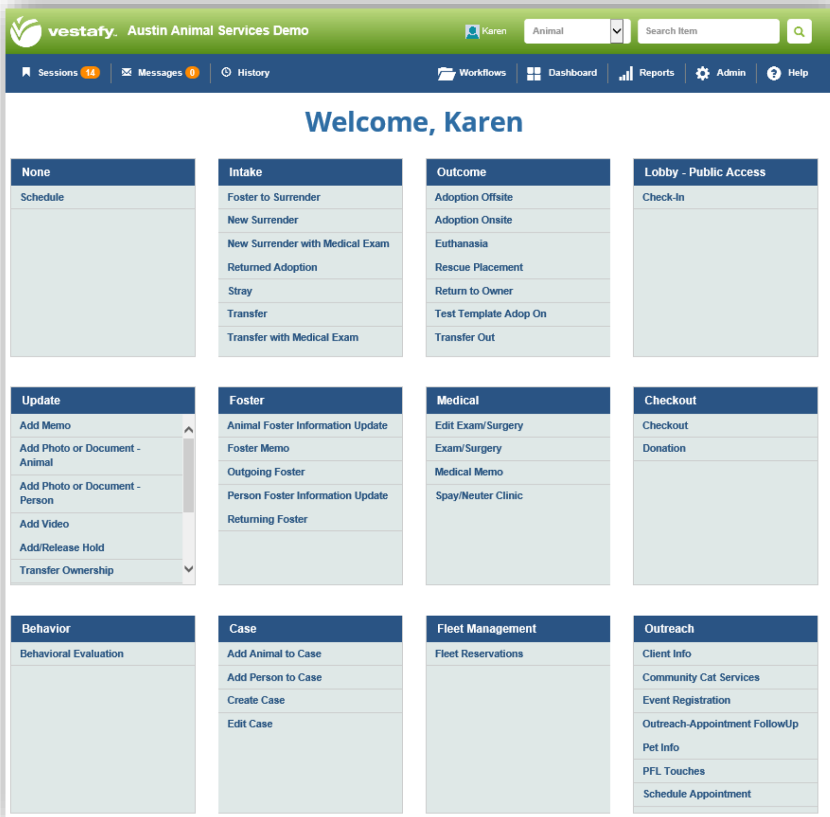
Vestafy's open architecture enables custom system interfaces to be built by Pethealth, COA resources, or a 3rd party. Each Vestafy implementation includes standard APIs to 3rd party adoption services, automatic microchip registration with 24PetWatch, and web services to upload adoptable, featured, and found pets to the City's website.

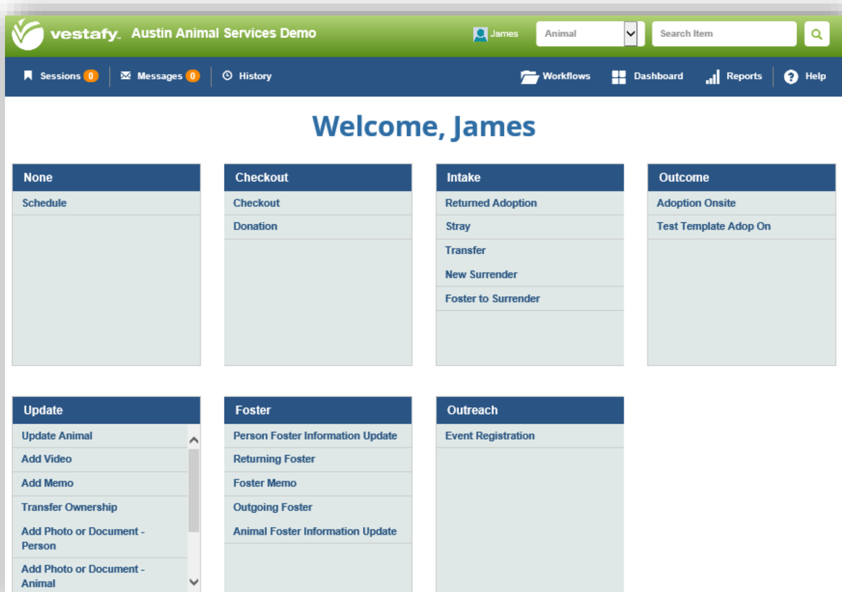
<u>Getting Started with Vestafy</u>

Vestafy includes (at your option) a set of pre-configured workflows. During implementation, the Vestafy Administrator will receive training and can choose to customize these pre-configured workflows or develop their own from scratch.



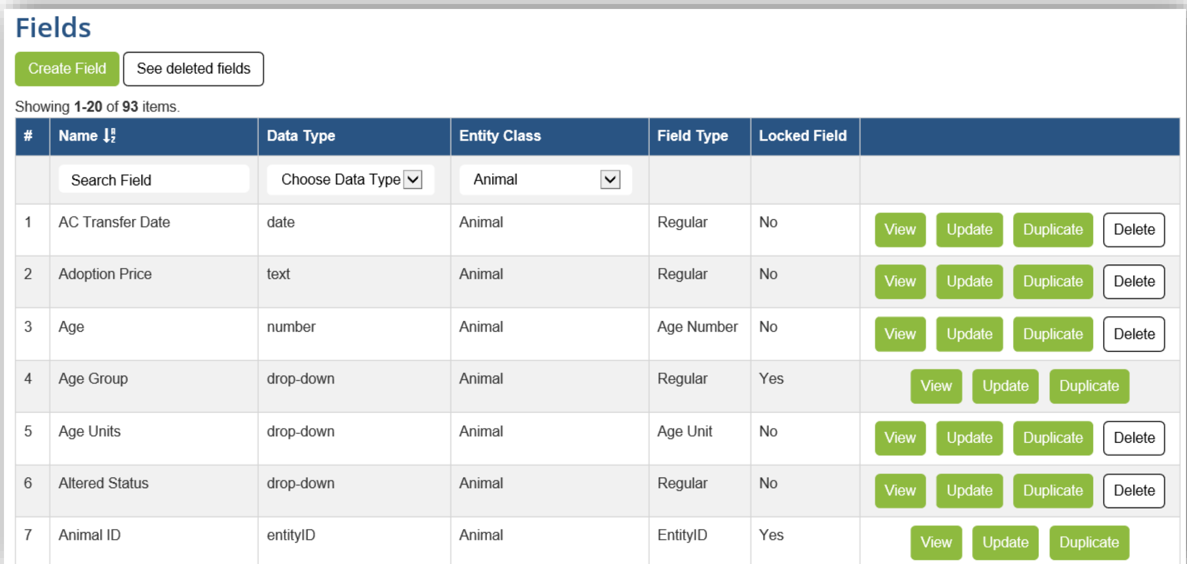
Workflows, dashboards, reports, messages and other important information is accessible to users depending on their user roles. Below are two examples of welcome screens – the first welcome screen is for someone with much broader access than the second. You'll notice that even within categories (e.g. Intake), permissions can be set differently by user role. For example, Karen can access the "new surrender with medical exam" intake workflow while James cannot.





Custom Field Values

Administrators can employ the fields already included within Vestafy and may also want to create new fields. Vestafy supports numerous data types such as address, checkboxes, dropdowns, dates, maps, microchip numbers, photos, text, video and more. This provides complete control over the type of data collected within Vestafy.

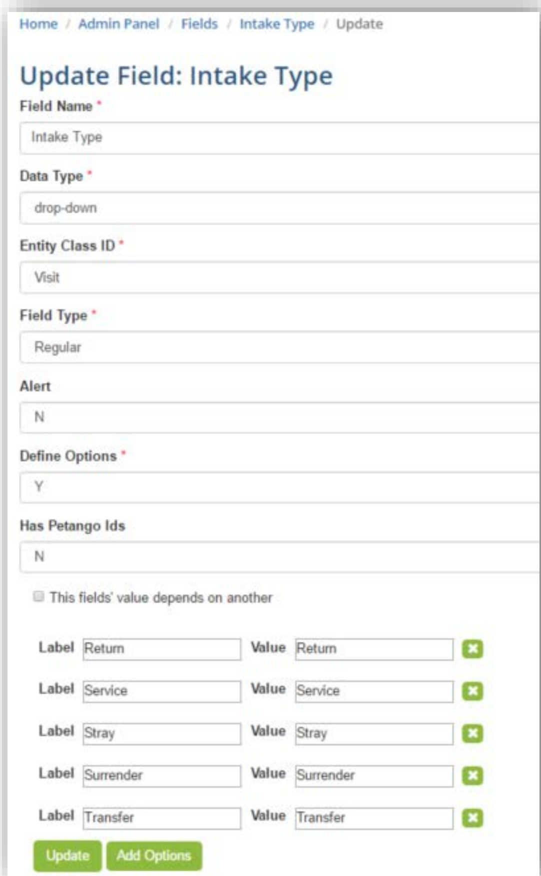


Fields

Create Field | See deleted fields

Showing **1-20** of **93** items.

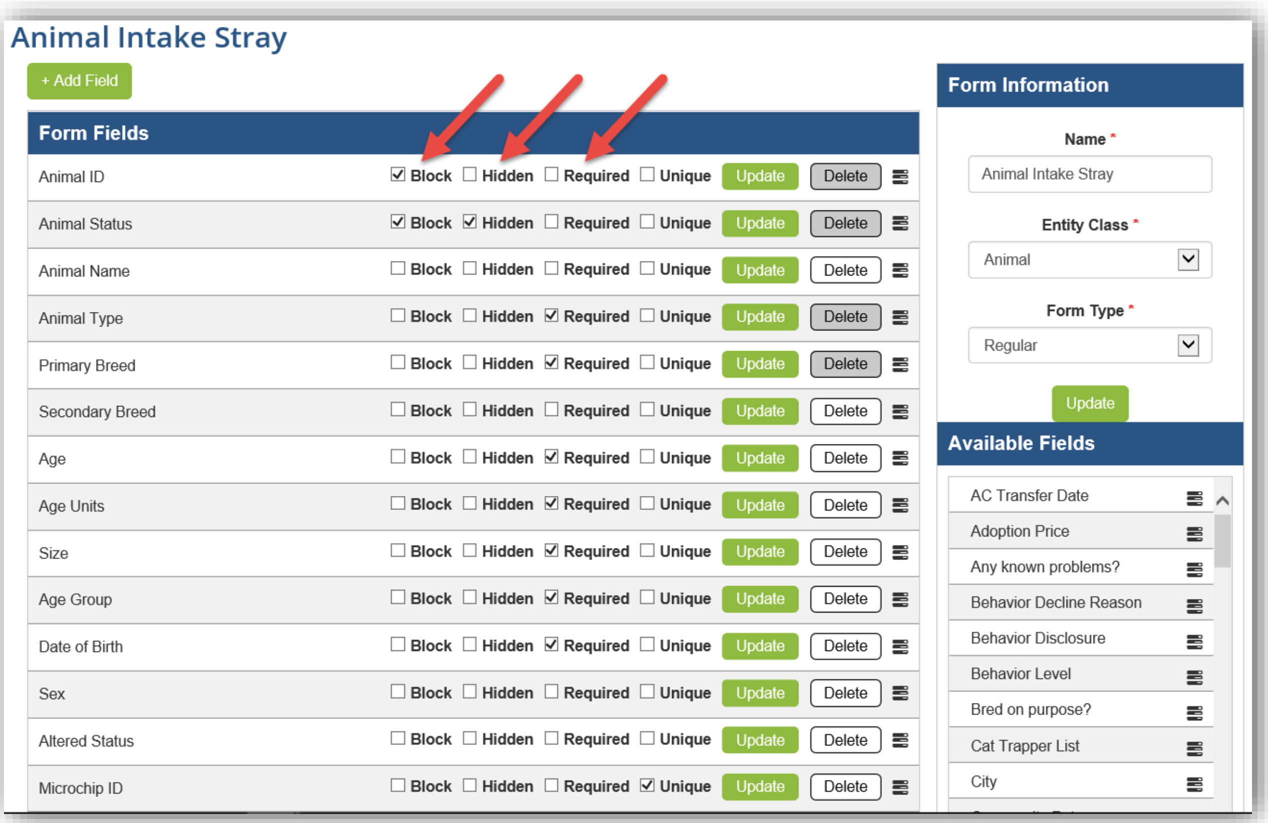
#	Name	Data Type	Entity Class	Field Type	Locked Field	
	Search Field	Choose Data Type	Animal			
1	AC Transfer Date	date	Animal	Regular	No	View Update Duplicate Delete
2	Adoption Price	text	Animal	Regular	No	View Update Duplicate Delete
3	Age	number	Animal	Age Number	No	View Update Duplicate Delete
4	Age Group	drop-down	Animal	Regular	Yes	View Update Duplicate
5	Age Units	drop-down	Animal	Age Unit	No	View Update Duplicate Delete
6	Altered Status	drop-down	Animal	Regular	No	View Update Duplicate Delete
7	Animal ID	entityID	Animal	EntityID	Yes	View Update Duplicate



Custom Forms

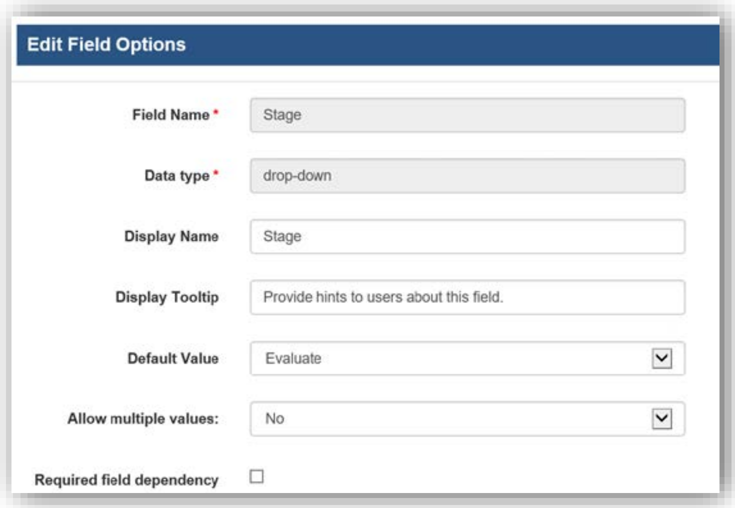
Fields are grouped together onto "Forms" (screens) which essentially define how a user enters data into Vestafy. On a form, fields can be set as "required", include a default value, or be hidden from view. Defining field values by form provides a great deal of flexibility in the workflows. For example, the field "altered status" could be required to complete an owner surrender intake but not for a stray intake, where determining gender can be much more difficult. Gender could be made a required field in a subsequent medical exam workflow since the vet or vet tech can accurately make that determination. Because of the flexibility to create different forms for different workflows, organizations can determine what is required when and which fields are used on a form.

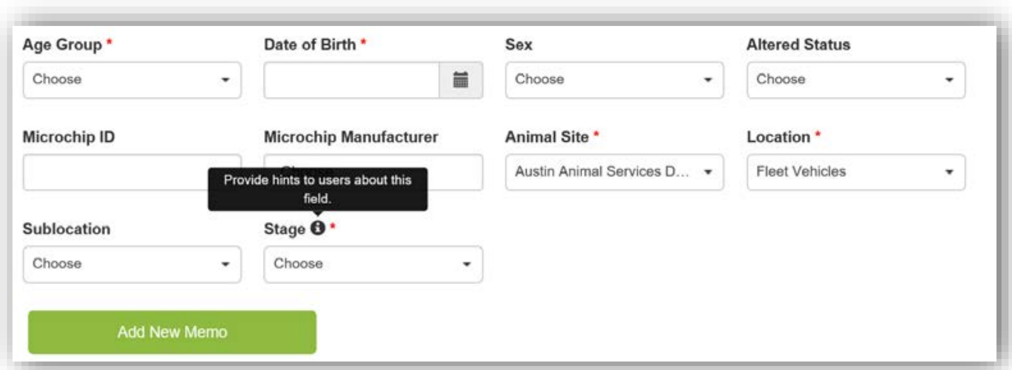
Administrators can choose to block important fields such as Animal ID from being changed by the user. The user will be able to see the Animal ID but not change it. In the example screen below, Animal Status is blocked and hidden from the user. Fields such as Animal Type and Size are required for the user to complete when this form is used in a workflow. Note that Altered Status is not required on this Intake Stray form.



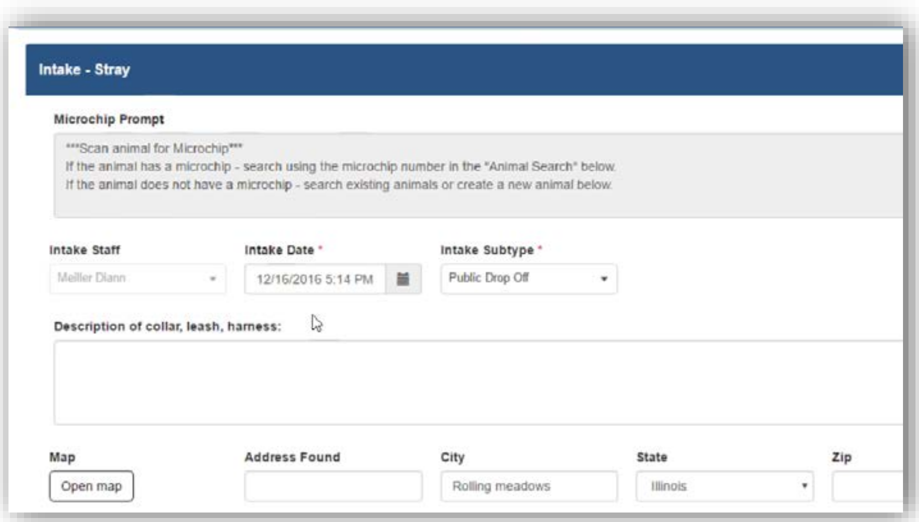
An Update button is available next to each field added to the form (see screen capture below). By clicking on the Update button, an Administrator can change the field's display name on the form, set a default value or allow multiple values from a drop-down to be selected. Tooltips can be added, which creates a question mark by that field – users can hover over the question mark to access a field description or whatever notes are added here.

The required field dependency option allows the Administrator to say, "if field value X is selected, then the user is required to complete field Y". For example, if 'Decline' is the value selected for the field 'Surrender Behavior Evaluation', then the user is required to select a value for the field 'Behavior Decline Reason'. The form below shows how the field 'Stage' is set to a default value of 'Evaluate' on the Animal Intake Stray form.





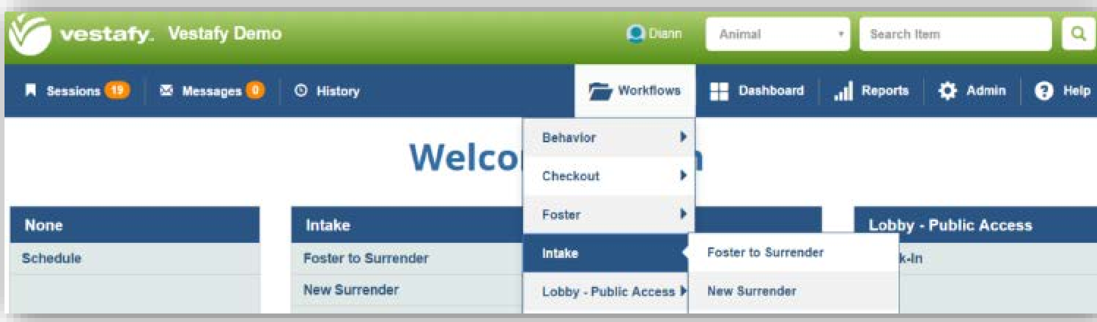
Online instructions can also be added to the top of forms, providing additional information regarding critical processes:



Custom Workflows

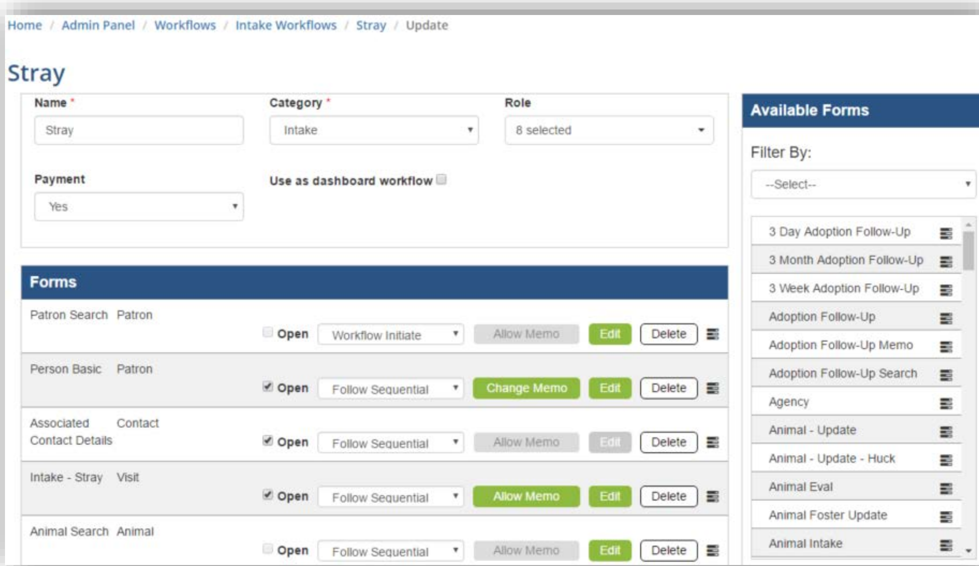
A workflow is a collection of forms combined in a particular order that allows the user to complete a task, such as completing the intake of a stray animal. Workflows allow the Administrator to set business rules in several different ways.

The Administrator defines the Categories that will house the workflows - shown in the screen below as Behavior, Checkout, Foster, and Intake. Administrators can opt to group the workflows by task type, by User Role or even the building where the tasks are performed.

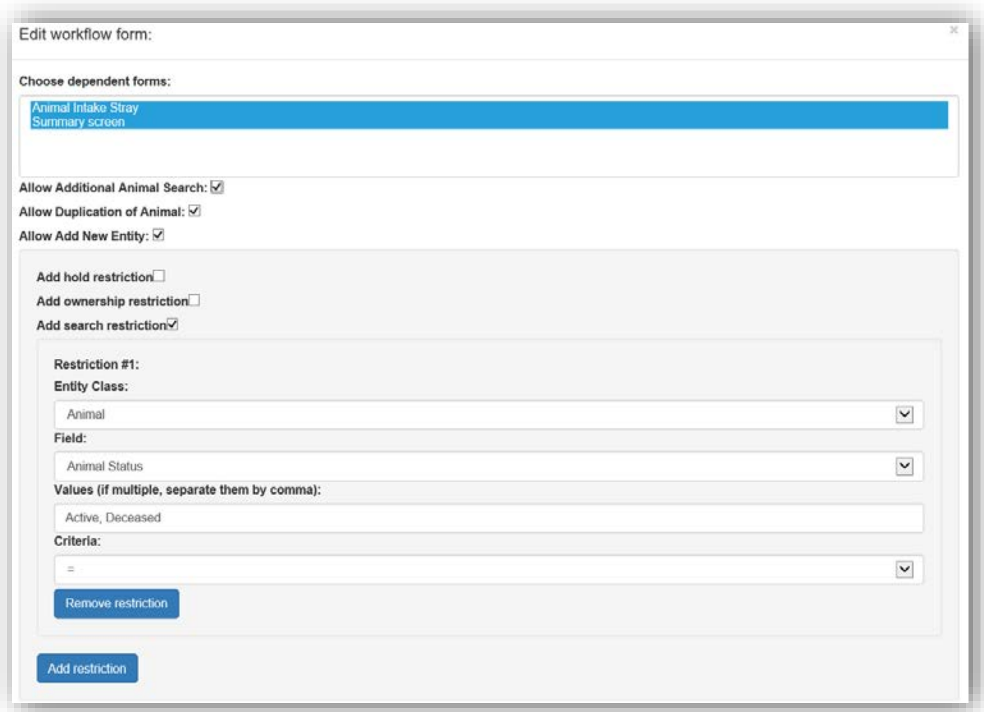


When a workflow is selected, all of the related form names are displayed in a breadcrumb trail along the top of the workflow. In the Intake Stray workflow depicted below, the user starts with a search for the patron (person or agency) bringing in the stray animal. As the user progresses through the workflow, they can see which steps have been completed as well as the percentage completion of the workflow:

When creating a workflow, the Administrator can select which user roles will have access. This means that staff will only see those workflows that apply to their specific function(s) within the organization. The available forms can be added in the order that makes the most sense for an organization's process.



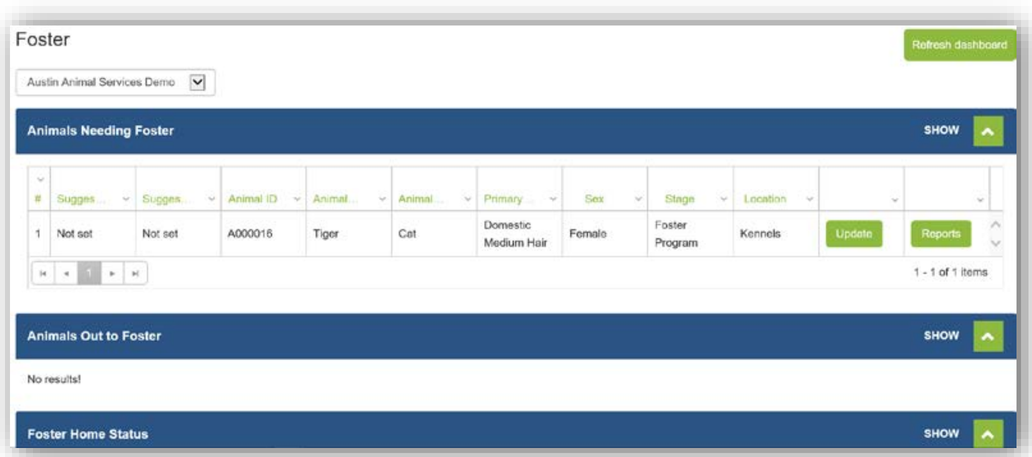
Once a form has been added, the Administrator can set business rules for the workflow. For example, for a Stray Intake workflow, Administrators can determine whether users can search for additional animals to add to workflows, duplicate an animal already created in a workflow, and/or create a new animal as part of a workflow.



Administrators can also select field statuses that will change automatically at the completion of the workflow. One example might be to change Animal Status to Active at the completion of an intake workflow. Another example is establishing ownership upon completion of an adoption workflow to the Patron who was included in the workflow.

Custom Panels and Dashboards

Dashboards can be created to quickly filter information and allow users to update a record directly from the dashboard. The example Foster dashboard shown below is comprised of 3 panels – Animals Needing Foster, Animals Out to Foster, and Foster Home Status. Each panel can be filtered on a variety of selections including field values, dates, etc. The columns that appear on each panel are selected by the Administrator and are sortable simply by clicking on the header.



The Update button to the right launches either a form or a workflow, allowing the user to quickly make any necessary changes to the record right from the dashboard. Panels can be created for any entity in Vestafy and panels from different entities can be added to a dashboard. For example, on a Foster dashboard you may have one panel showing animals who need a foster home and another showing available foster parents with their name, phone number, and preferences. The Reports button allows the user to print an entity-specific document such as a kennel card or medical summary report for an animal or a foster contract for a patron.

Reports

The report interface in Vestafy works with Crystal Reports or any ODBC-compliant report writer. Reports can be created and uploaded to Vestafy. The number and types of reports, and availability by user role, is entirely up to the Administrator. Some standard reports will come with Vestafy (list provided in the “Manage Public Information Requests (PIR)” use case later in proposal) but your Administrator will always have the ability to further customize existing reports or to create entirely custom reports.

Reports can be scheduled to automatically run on a Daily, Weekly, Monthly, or Annual basis and be emailed to a predetermined distribution list. Reports can be emailed as a file or as a link to a URL. In addition, any report run in Vestafy can be emailed, such as a kennel card you want to send to a potential adopter. Contracts can be created and will auto-populate with data stored within Vestafy; contracts can also allow for electronic signature capture.

Meeting City of Austin Business Goals

With full data access, your technical administrators can customize Vestafy and create the workflows and information views your organization needs. Vestafy offers an open architecture that facilitates system integration points to help streamline your operations. This allows Vestafy to support all of the Use Cases listed below, either directly or through an integration to best-in-class solutions:

Use Case	Primary Focus	Vestafy
Add Vehicle To Fleet	Fleet management	Supported by Vestafy
Authorize Event Attendance	Event Management	Supported by Vestafy
Conduct Drug Inventory	Drug Inventory Management	Supported by Vestafy
Conduct Rabies Clinic	Medical Management	Supported by Vestafy
Distribute Drugs	Medical Management	Supported by Vestafy
Intake Animal	Animal Intake/Inventory	Supported by Vestafy
Issue Citation	Case/Field Services	Supported by Vestafy
Manage Animal Reclaim	Animal Outcome/Inventory	Supported by Vestafy
Manage Community Cat Services	Care Activity	Supported by Vestafy
Manage Deposits	Finance/Receipts	Supported by Vestafy
Manage Fleet Reservations	Fleet management	Supported by Vestafy
Manage Foster Placement	Animal Inventory/Foster	Supported by Vestafy
Manage Kennel Space	Animal Inventory/Location Mgt	Supported by Vestafy
Manage Pet Adoption	Animal Outcome/Inventory	Supported by Vestafy
Manage Public Information Requests (PIR)	Reporting	Supported by Vestafy
Manage Rescue Placement	Animal Outcome/Rescue Transfer	Supported by Vestafy

Manage Responsible Pet Owner (RPO) Clinic	Care Activity/Education	Supported by Vestafy
Manage Spay Neuter Outreach Services	Medical Management	Supported by Vestafy
Manage Volunteer Group One Time Visit	Event management	Supported by Vestafy
Manage Volunteer Photography	Animal Management/Profile	Supported by Vestafy
Modify Fleet Driver Authorization	Fleet management	Supported by Vestafy
Onboard Foster Care Provider	Animal Inventory/Foster	Supported by Vestafy
Onboard Rescue Partners	Animal Outcome/Rescue (Agency)	Supported by Vestafy
Onboard New Volunteer	Person Management/Volunteer	Supported by Vestafy
Onboard Trapper	Person Management/TNR	Supported by Vestafy
Perform Animal Behavior Assessment	Animal Management/Behavior	Supported by Vestafy
Perform Spay Neuter Follow-up	Medical Management	Supported by Vestafy
Perform Veterinary Services	Medical Management	Supported by Vestafy
Receive Drug Inventory	Drug Inventory	Supported by Vestafy

Proposed Scope of Work

Pethealth is proposing the following deliverables as part of this project:

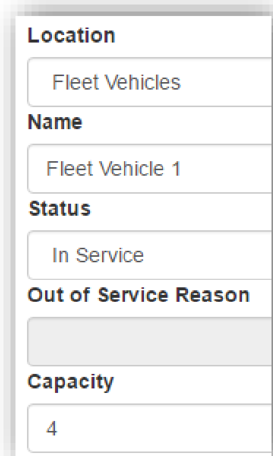
Project Deliverables	Comments
Software Licenses for Vestafy	Unlimited number of concurrent users Includes pre-configured workflow templates
Implementation Services	Project management and consulting to help configure Vestafy to meet City's Use Cases, Data Model, functional and technical requirements as described in our proposal
Data Conversion Services	Importing historical records from Chameleon to Vestafy
System Integrations	▪ Citizen's Service Request (CSR) 311 ▪ Point of Sale to Financial System (AIMS) ▪ 3rd party adoption services: Adopt-a-Pet, Petango ▪ City website for adoptable & featured pets ▪ Google maps for online mapping of found pets (to replace straymapper.com) ▪ Finding Rover ▪ Real time (two-way) interface to Austin Community Court ▪ Drug Inventory Management system
Training Services	Technical/ System Administration training for System Administrators (2 minimum) and Vestafy Experts (4 minimum, staff/users) Balance of staff trained through City-created SOPs/work instructions and on-the-job practice using test site
Go-Live Implementation Support Services	Three Vestafy experts onsite team for two days during system go live
Documentation	Administrator Configuration Guide City is responsible for incorporating Vestafy references into existing Standard Operating Procedures & Work Instructions
Application Hosting Services	Pethealth will host the solution via Microsoft Azure
Software Maintenance / Technical Support	Technical support, bug fixes and database maintenance for configured application and interfaces. Dedicated Engagement Consultant to provide individualized software support management. Annual Vestafy usage assessment, including goals and action plan for upcoming year.

Response to Use Case Requirements (Appendix A)

Please note that all screen captures included below are for illustration purposes only – Vestafy Administrators have complete control over fields, forms (screens), workflows, dashboards, and reports.

Add Vehicle To Fleet Use Case

City of Austin Fleet Services deliver a new vehicle to Animal Services. The Fleet Manager accesses the system and adds a vehicle to the fleet for reservation. They specify make, model, color, Vehicle Identification Number (VIN), current mileage, gas level, whether the vehicle can transport animals, the next registration due date as well as the next inspection due date. Once the vehicle is established in the system, if desired, the Fleet Manager assigns the vehicle to a specific Resource. Note: there is no requirement for vehicles to be assigned to a resource (some vehicles are checked in and out as resources to the Animal Services Department.) If making a resource assignment for a fleet vehicle, the system checks to ensure the resource is authorized for fleet usage before allowing an assignment.



Fleet vehicle-related fields, forms and workflows can be created within Vestafy. The Administrator has complete control over which fields appear on the vehicle record and which fields are required. Tracking of specific vehicles based on a Fleet Tracking Number can be done on an individual basis or to a specific department.

To enable the Fleet Manager to manually enter information (such as current mileage or gas level), you can configure a “New Vehicle” dashboard that displays any newly delivered vehicles in a status of “needs processing”. Once the Fleet Manager enters all required data, the vehicle status can be automatically updated to “available” which removes it from the “New Vehicle” dashboard and allows the vehicle to be assigned or placed into the pool. If Maximo offers an API integration, new vehicle information could be transferred electronically into Vestafy.

A dashboard showing fleet assignments could easily be used for people/resources to view which vehicle has been assigned to them and also to allow them to quickly update specific fields, such as mileage, as outlined by your SOP.

A Vehicle Authorization field can be included on the Person Record, indicating whether or not that person is authorized for fleet usage. If they are not, they can be prevented from viewing the dashboard displaying vehicles available for reservation.

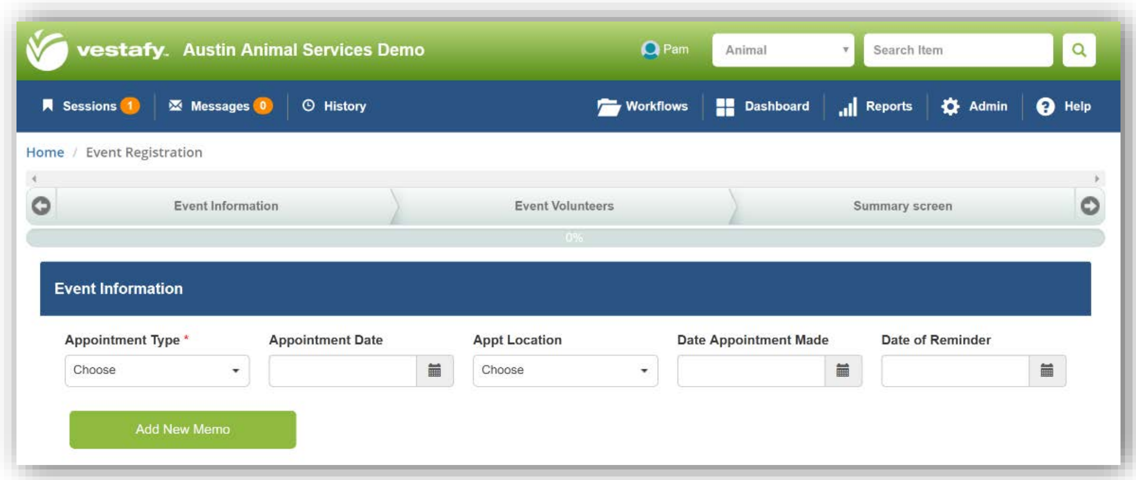
Vestafy enables you to track vehicle status (In Service, Out of Service, etc.) which can keep that vehicle from displaying on the list of vehicles to be assigned until it is put into an In Service status. Dashboards can be used to display vehicles due for inspections or registration renewals as well.

Authorize Event Attendance Use Case

The Citizen contacts animal services (via 311/customer service/direct call/email) to advertise their event and request Austin Animal Services personnel attend. An Animal Services person is assigned the request, and it is forwarded to the Animal Service Marketing team. The marketing team checks the calendar and determines if Austin Animal Services will be participating in the event. If so, Animal services contact seeks volunteers for the event through the GivePulse application (if Volunteers are needed). Once volunteers are found (or if no volunteers are needed), Animal Services contact reaches out to the Animal Services Marketing team to provide marketing materials, and then the Animal services contact schedules the event on the calendar. The citizen is contacted and confirmation is given. If the marketing team determines the event is not something in which the city would like to invest time and money, or if no volunteers can be located and are needed, the Animal Services Contact reaches out to the Citizen to let them know Animal Services will not be attending the event.

Each phase of this multi-step process can be managed via fully-customizable forms and workflows and by using panels and dashboards to help move the work from one office to another.

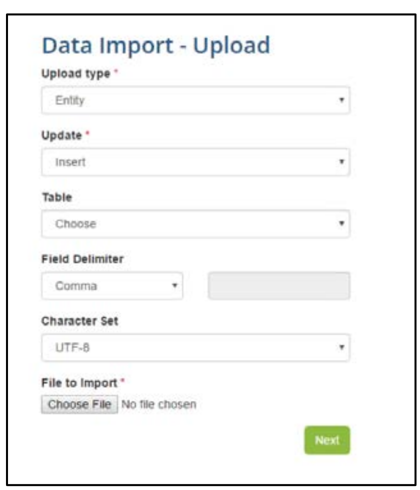
The process could begin with capturing the information needed for the Events Approval Request and then tracking the approvals, assignments and other information needed by the various departments who assist with these events. Custom integration can facilitate the completion of an online form from the City's website; the information from completed forms could feed directly into Vestafy and add request records to an "Event Attendance Request" dashboard for initial review.



Once the initial review has been completed, the request would then automatically display on a dashboard specific to the Animal Service Marketing team, allowing them to indicate if they will be participating in the event and who has been assigned as the Animal Services Contact.

Marketing and the Animal Services Contact can have separate short workflows that track each step of the process and could have separate panels on a single dashboard that indicates current status of an event in the overall process. By clicking Update on the dashboard, information can be completed that moves the event along to the next step of the process.

Alternately, events and signups can be managed outside of Vestafy, and desired data can be imported. Additionally, Vestafy's open architecture means that it could interface with a specialized event management software.



Conduct Drug Inventory Use Case

Weekly and monthly Animal Services places orders for drugs. Inventory Technicians use the system to generate a current inventory list. A purchase list is constructed and recorded on the system. The System notifies the appropriate chain of command that a purchase is going to happen, and provides the purchase list that was created. If a non-standard item is being ordered or a controlled substance, the Veterinarian approves the purchase. Otherwise the Technician Supervisor approves the purchase list. Once the approval is completed, the Inventory Technician orders the drugs and records purchase information on the system. In the situation of schedule 2 drugs, the Veterinarian uses the system to create the inventory report, complete the required DEA controlled substance document (schedule 222 form), and record all relevant information on the system. Once completed, the inventory technician sends the controlled substance documentation via FEDEX to the manufacturer and then uses the system to record the tracking number, date and time the order was sent

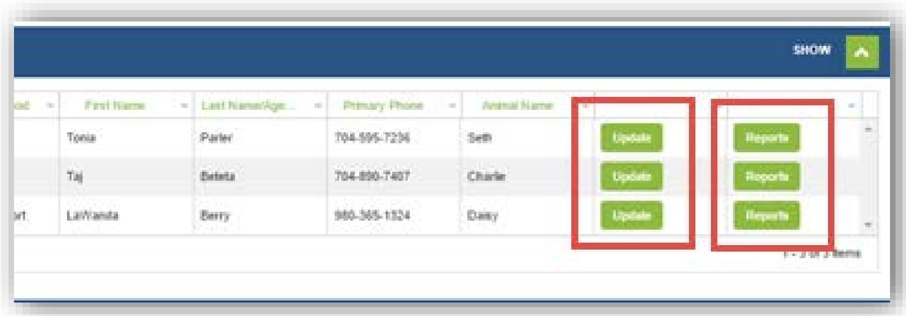
Medical inventory is not only a very specialized function, it is also highly regulated by DEA protocols and laws. Our recommendation is to rely on a highly reputable company specifically focused on the development and support of drug inventory systems. Then, COA could interface that system via API with Vestafy. Vestafy can track things such as the quantity of drugs used during a period of time, such as with controlled substance logs. However, only basic inventory can currently be managed in Vestafy.

Conduct Rabies Clinic Use Case

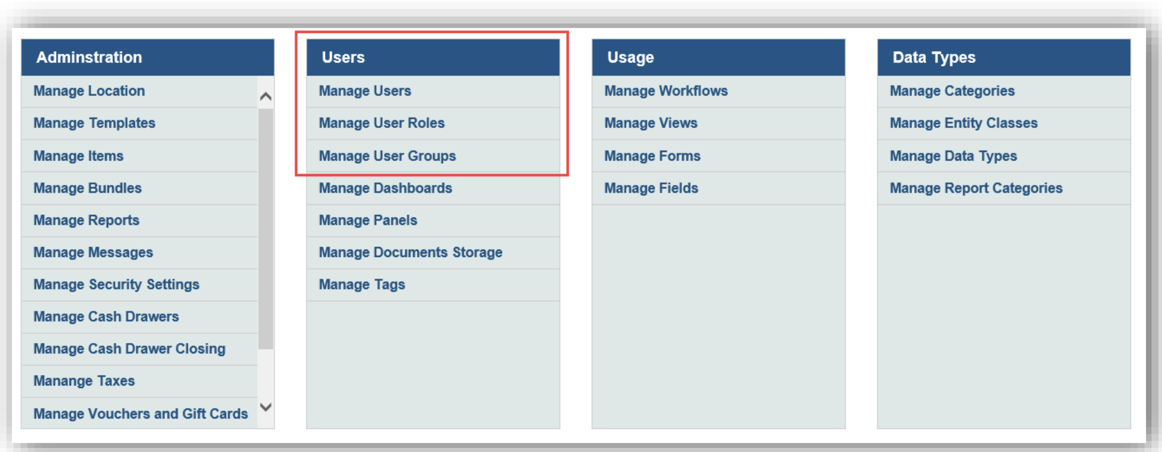
The Outreach Education Team determines the dates and locations of the Rabies Clinics for the upcoming year. They vet locations, and talk with potential sights and ultimately, with the coordination of the marketing team decide upon the specifics (locations, dates and times.) Once determined, the Outreach Education Team accesses the system and records the dates and times of the event. When one of the Rabies clinics approaches, the Outreach Education Team will access GivePulse to advertise for volunteers to assist with making fliers, distributing fliers, and working the Rabies clinic event. As volunteers are located, they access the system and assign themselves or their applicable staff to a list maintained by the system specifically for organizing public events. The System provides a mechanism by which the Outreach Education Team can be solicited for assistance for internal resources. Through this mechanism, the Outreach Education Team locates Supervisors, internal staff, Vet Technicians as well as Veterinary staff for the clinic. The system captures Veterinary information, licensing. Additionally Veterinary Services will access the system and provide vaccine lot information to be used during the Rabies Clinic, and the Outreach Education Team using the system prints the associated labels for the Rabies Certificates. The Outreach Education Team will contact Emancipet to coordinate their services during the Rabies clinic. The Outreach Education Team then prepares a map of the grounds at which the Rabies clinic will be held, and uses the system to scan, upload and attach the image to the system's event tracking area (in this manner, all team members can see, reference, and print the map as needed. Once the clinic is complete, the Outreach Education Team will contact Emancipet and gather information about the number of animals Emancipet provided services, and how many were provided vouchers or references for future services. The Outreach Education Team accesses the system and adds the Emancipet information to the event tracking. The Outreach Education Team uses the system to create a standardized report of the Rabies event, and distributes the report to all concerned persons (modifiable by the Outreach Education Team.) Customer Service accesses the system and creates Animal Info and Person Info as needed (or updates existing information as necessary) for information gathered during the Rabies clinic related to people and their animals. Note: it is desirable for this information to located/modifiable via a mobile device (like an iPad or mobile phone) at the time of the Rabies Clinic, making the Customer Service interaction unnecessary in the future. Additionally, they system will provide web access to the event information, should any employee need to access any of the information gathered in preparation for the event.

The Vestafy Administrator can create the fields, forms, workflows, panels and dashboards to help keep each phase of such an event on track. Checkboxes indicating who had been contacted and who had yet to be contacted, which vets are participating along with their information, as well as the volunteer assignments could all be handled by Vestafy.

Each involved team (e.g. Outreach Education, Veterinarian Services, Customer Service) can have separate short workflows to manage their part of the Rabies Clinic, including separate panels on a single dashboard that indicates current status of the clinic preparations. By clicking Update on the dashboard, information can be completed that moves the clinic along to the next step of the process. The Report button can be clicked to access documents related to the workflow, such as labels or participant lists.



Because Vestafy's workflows and dashboards are user specific, volunteers can be given access to only those workflows which are appropriate, allowing the organization to control what can be viewed/accessed by the volunteers and others involved in the process.

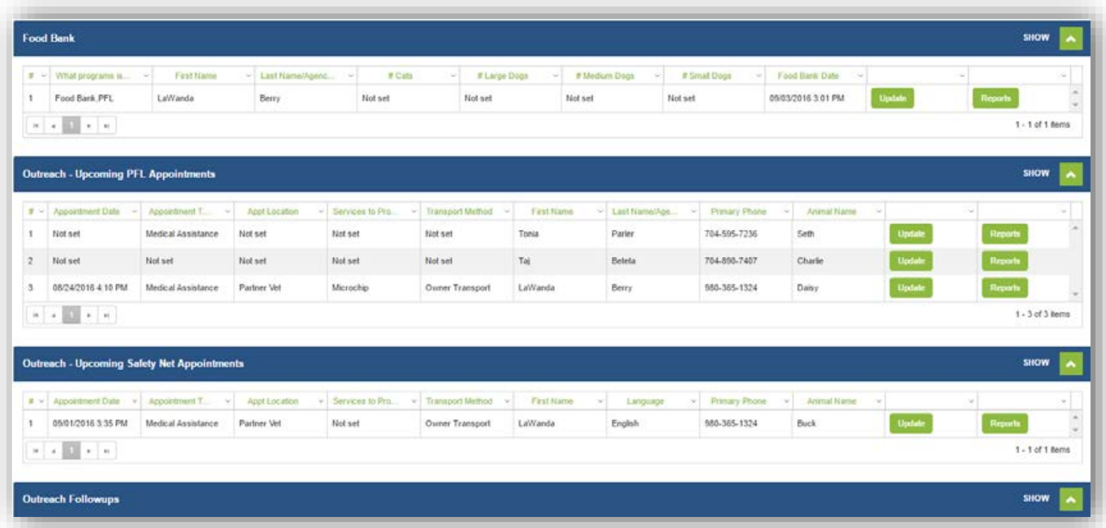


If citizens contact the City and are added to a list of those wanting services, those citizens (with animal information) can pop up on the dashboard of the user responsible for contacting Emancipet, or can generate a report to be sent to Emancipet, depending on how the business flows. Emancipet could be provided with access to a custom dashboard that gives them the information they need, including ability to download required forms and documents.

A Rabies Clinic can be created as an Event, with citizens/pets added to the event along with desired services. As services are completed, users can then update the records as appropriate. If tablets are utilized at the event, users can mark the services as completed during the actual clinic, instead of updating the information at a later time.

The following is an example of a dashboard being used by a Vestafy client to track food bank and Pets for

Life clients scheduled for medical services. The dashboard allows the shelter to track the number of contacts, services requested, and all information needed to support such programs.



Distribute Drugs Use Case

Three times a day the Veterinary Technician uses the system to print a daily treatment list that indicates drugs, quantity and receiving animal. For controlled substances, the Veterinarian goes into the safe room, gets what's needed, and makes entries in the Drug Enforcement Administration (DEA) log book that is maintained. The Veterinarian can, at any time, use the system to record additional treatments or drug needs for any animal, which then are added to the treatment list. Treatments are not limited to administering of drugs, and may include non- drug therapies. NOTE: There is the desire to introduce automation, allowing Animal Services Staff to use Barcode scanners (or RFI chip, etc.) to scan kennels and a list of barcodes on the treatment sheet, to annotate treatments provided, decrement inventory, etc.

All items in Vestafy allow for a recurrence to be scheduled for vaccinations, medications, procedures, tests, and treatments quickly and efficiently during an exam. Once added during a workflow, these items will then appear on a recurrence dashboard that can be divided by animal type, location, or even by medication – thus allowing flexibility in how a vet/vet tech prefers to do rounds throughout the shelter. If an animal is to receive multiple medications, the dashboard can be sorted by Animal ID so that all medications scheduled for an animal appear together.

Dashboard management means that the vet staff no longer has to print paper reports or forms. From the dashboard, they can complete/continue, skip, or complete/end treatments. The Update button can launch into a form or a workflow that allows the vet staff to record additional conditions or notes or even prescribe a new medication. All of this can be done on a tablet as the vet/vet tech makes rounds throughout the shelter. A large monitor or TV screen could also be used to display medical task lists in the medical ward, thus replacing reports and white boards. As a medical task is completed, that record is immediately removed from the dashboard, ensuring vet staff always has access to current information.

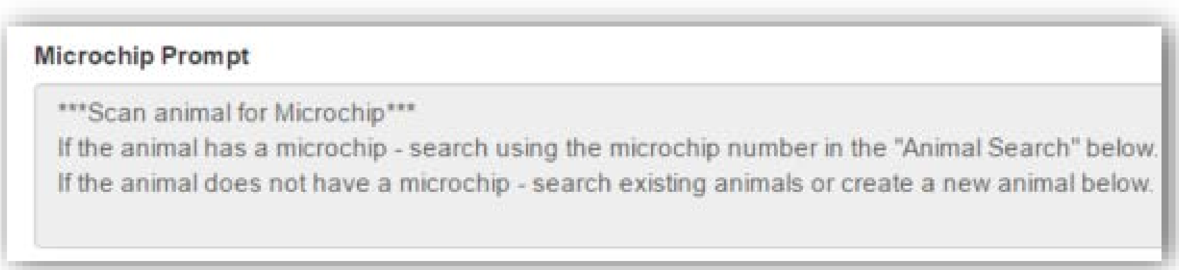
All items in Vestafy can be assigned a barcode in item setup and items can be searched based on barcode. However because controlled substances are highly regulated by DEA protocols and laws, our recommendation is to rely on a highly reputable company specifically focused on the development and support of drug inventory systems. An API to integrate with the selected drug inventory system could then be implemented to streamline processes.

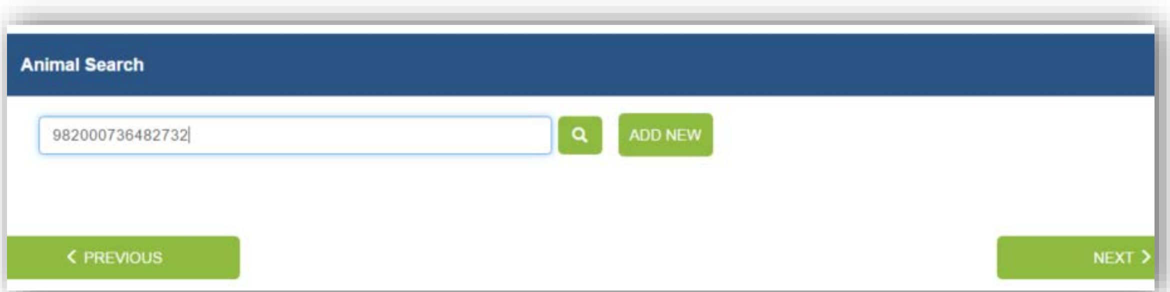
Intake Animal Use Case

Animals are received by Intake Staff or by Animal Protection. The Customer Contact verifies jurisdiction authority limiting services to the appropriate citizens (Austin City, and unincorporated Travis County). The Customer Contact determines if the animal is a stray, or owner surrender, or public assist (temporary shelter). If the animal is accepted in to care, the Customer Contact enters information about the person surrendering the animal as well as the animal itself. The Customer Contact also collects the location where animal is found. Animal Geo location information is determined and fed to a website straymapper.com - An interface with FINDING ROVER is desirable. The system provides a means for the Animal Source to enter animal personality profile information into the system via the web or a kiosk and for Customer Contacts to access that information. The system provides the ability to integrate with a micro-chip scanner. The system provides a service Intake from the Austin Customer Service 311 system.

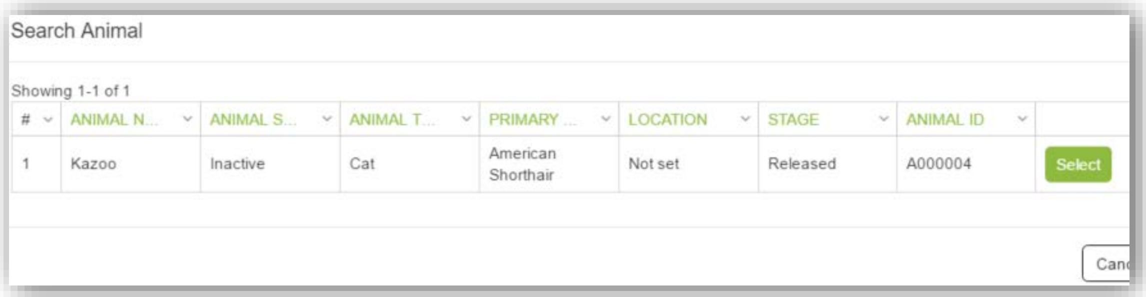
Intake fields, forms (screens), workflows and dashboards can be customized to meet the needs of COA – including which fields are required when and automatically assigning ownership to the shelter at the end of a workflow when appropriate.

As one of the first steps of the intake workflow, Vestafy can be configured to prompt staff to search for a microchip. Customer Service can record in Vestafy the contact attempts on a particular animal / patron in order to ensure compliance and also can record the date and results of microchip scans. For example, the animal's record could be configured to display a list of all microchip scans and who conducted them. Required microchip scans can be set up at each step in the process as required i.e. intake, medical and euthanasia.

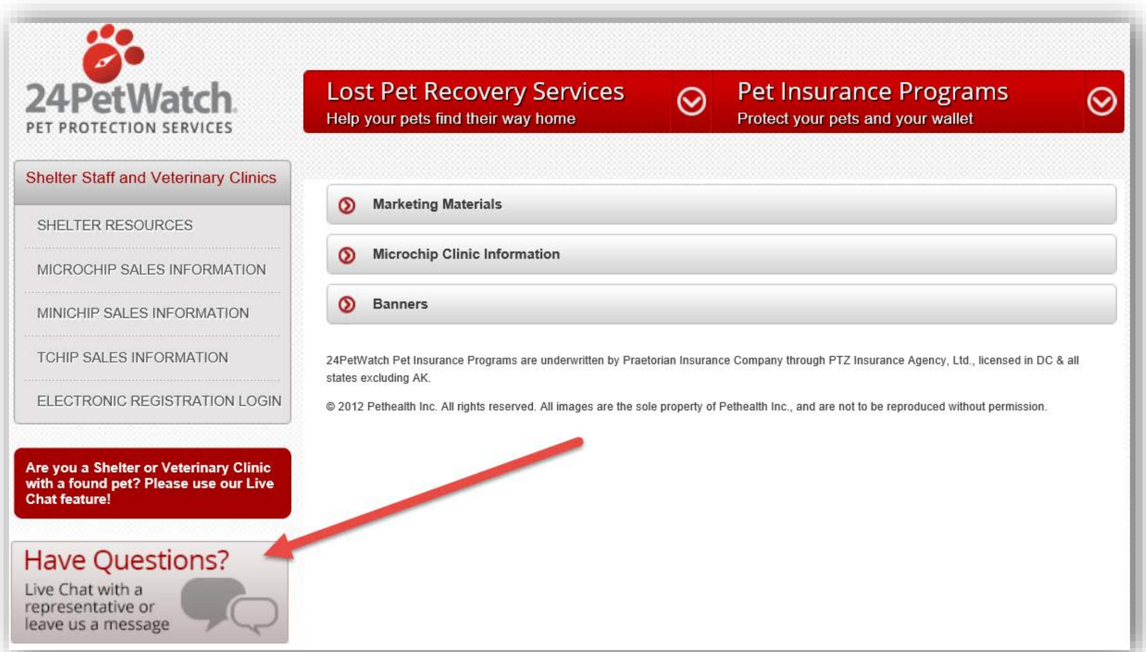




If the search produces a result, the following grid will appear. The Vestafy Administrator can customize which fields are searchable and which fields appear in the results grid.



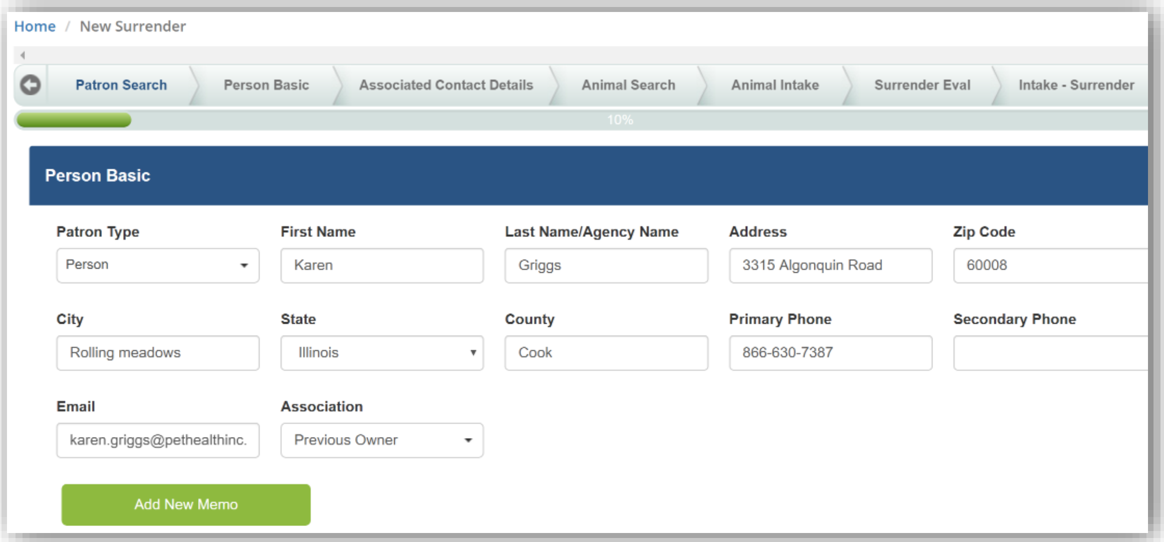
If the microchip is not found in the Vestafy database but is a 24PetWatch microchip (as identified by the 982 prefix on the microchip number), the Customer Contact can either call the 24PetWatch hotline or use the online chat option to interact with an operator & obtain owner information. At your option, a transcript of the online chat conversation is emailed and could be attached within Vestafy.

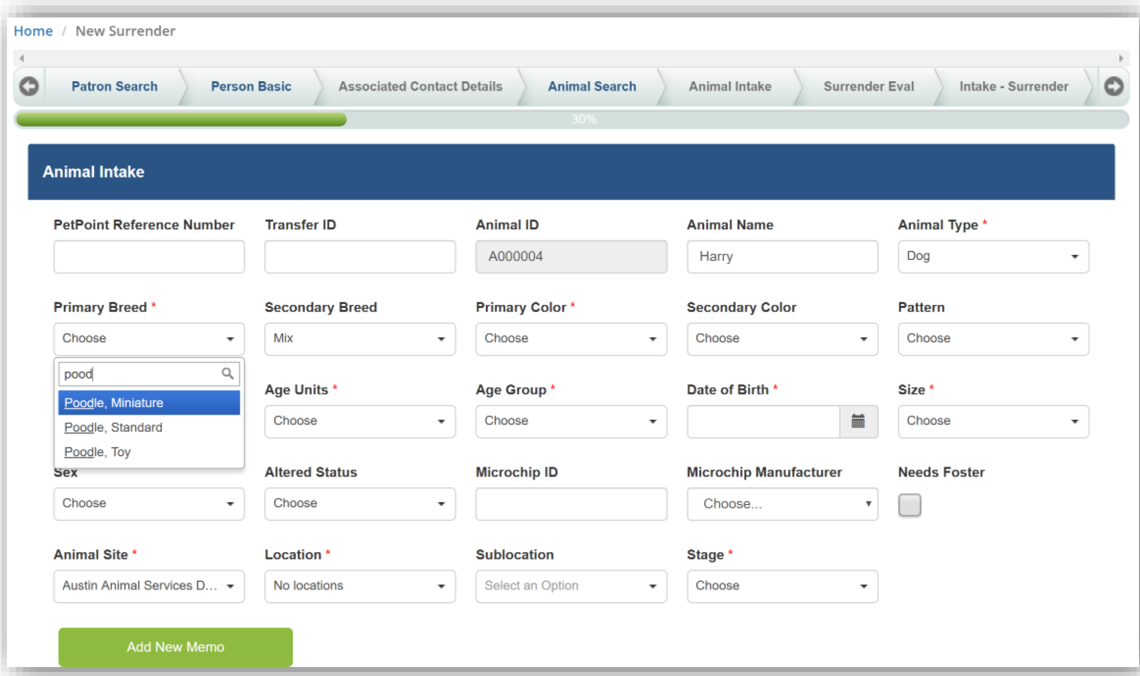


Vestafy has a very flexible ‘fuzzy’ search which allows you to put in as much or as little information as you have in order to identify the right person. The Administrator can determine which fields for each entity are searchable – for example, the search could allow for ‘black cat’ and Vestafy would pull a list of all black cats.

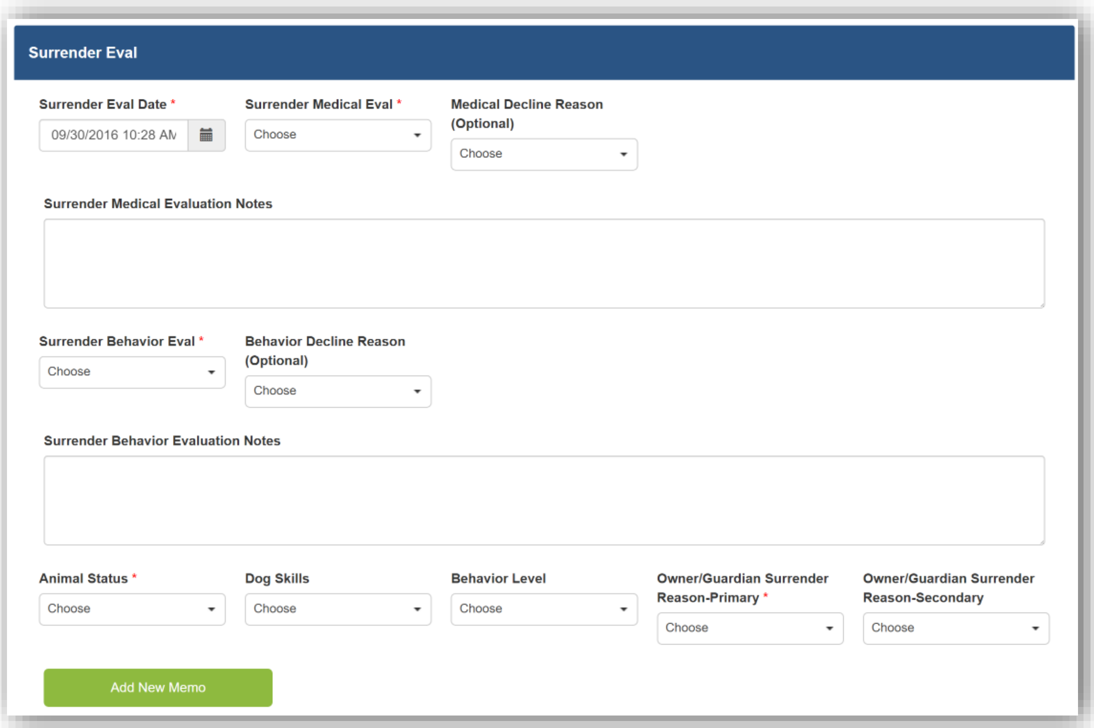
If the animal / person are not already in Vestafy, they can be added by the intake staff. Vestafy’s open architecture can support an interface to the Citizen’s Service Request (CSR) 311 system, which could populate these fields as well. As much, or as little, information about the Patron and the Animal can be captured during the intake as desired. An Owner Surrender Profile could be included as a form for staff to enter or as a short, minimum access workflow for a client to complete on a tablet. Electronic signature capture is also available in Vestafy so the need for handling this by paper could be reduced/removed from the process. Memos can be added to any entity including a patron or animal or even to the intake itself.

Examples of Person (Patron) and Animal forms are shown below. Keep in mind that all fields are customizable. Vestafy also enables Administrators to have a field listed as “not required” on a particular form but “required” on another. If, for example, if intake personnel are not able to confidently identify an animal’s age this could be a non-required field at intake but a required field on a medical exam form where veterinarians are better able to indicate age.

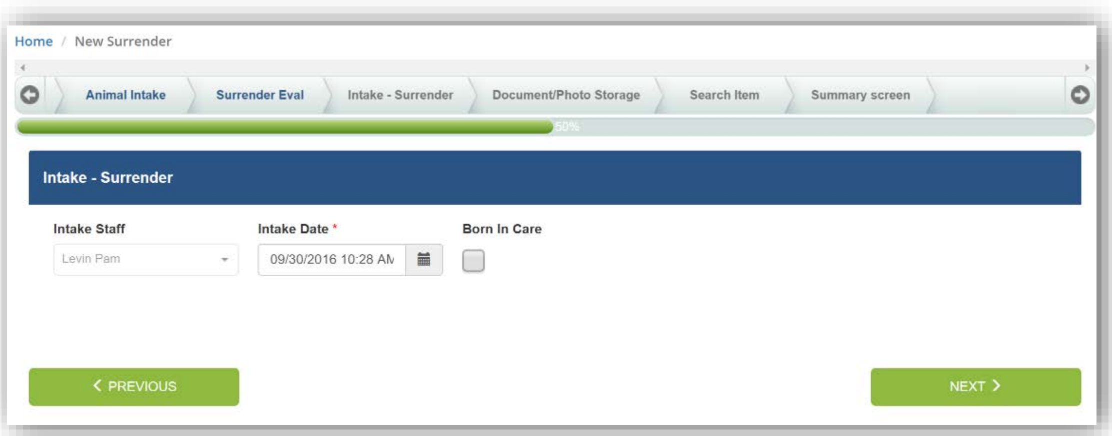




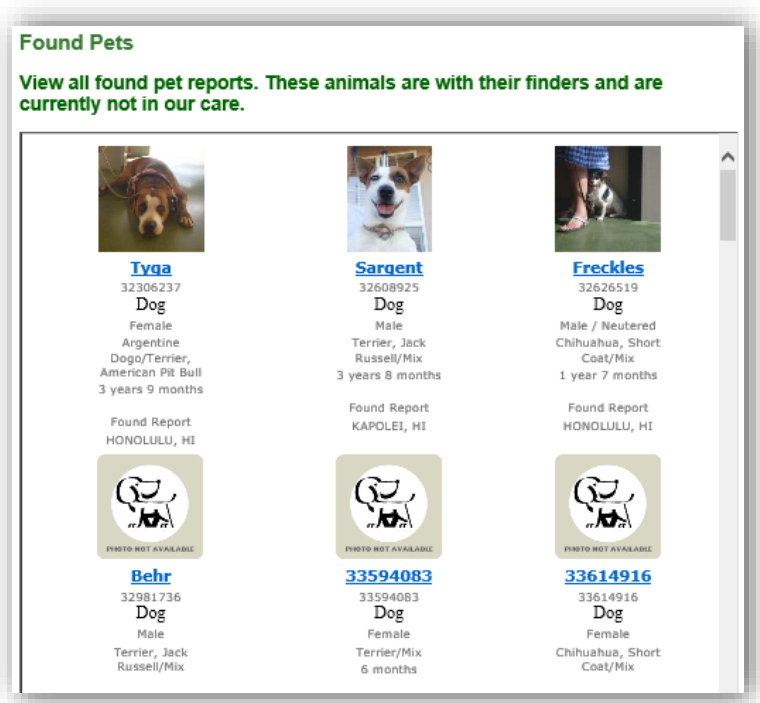
As another example of workflow options, if you conduct behavior assessments on animals before accepting them for intake, the Administrator can include a Surrender Evaluation form like this:



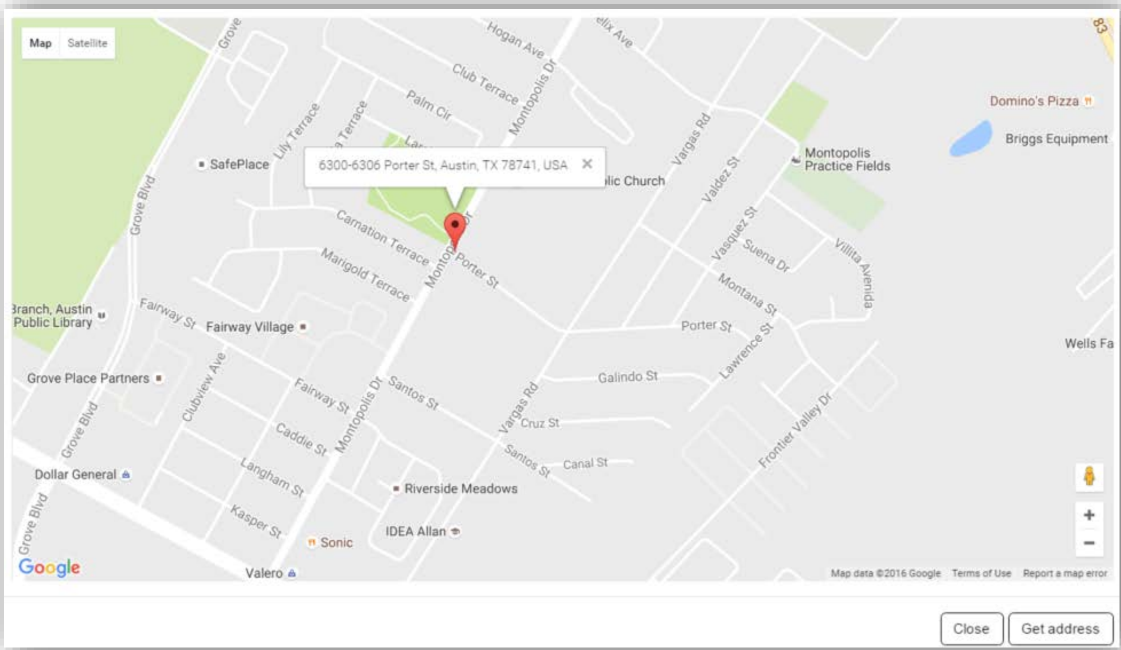
As you'll see in the screen below, the Surrender Evaluation form can be inserted into the intake workflow. It happens to be step 2 of the workflow below but these can be ordered as desired. Intake workflows can also include a medical exam to check the animal's health and provide vaccines; alternatively once the intake is completed, the animal status could automatically be updated to "needs intake exam", which moves that animal record to the dashboard of the Veterinarian Services team.



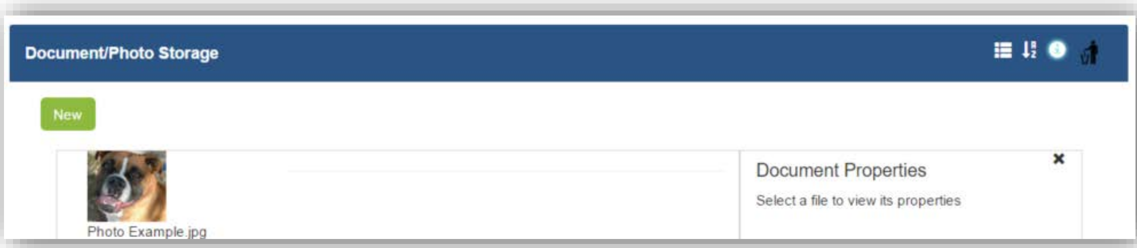
Vestafy integrates with Petango's Lost/Found page and an iFrame displaying the information desired, as well as a descriptive memo, could be created and used on a shelter-controlled Facebook page. Alternatively, you may want to use web services to drive owners to your own website, similar to the Hawaiian Humane Society website (screens shown below). The parameters are set by the COA Admin and no staff time is required to maintain this page. Animal records are automatically sent to and removed from these sites. Note that Hawaiian Humane Society includes an online listing of Stray Animals in their care, Lost Pet reports filed by owners, and Found Pets that remain in the public's care – all powered by our iFrame.



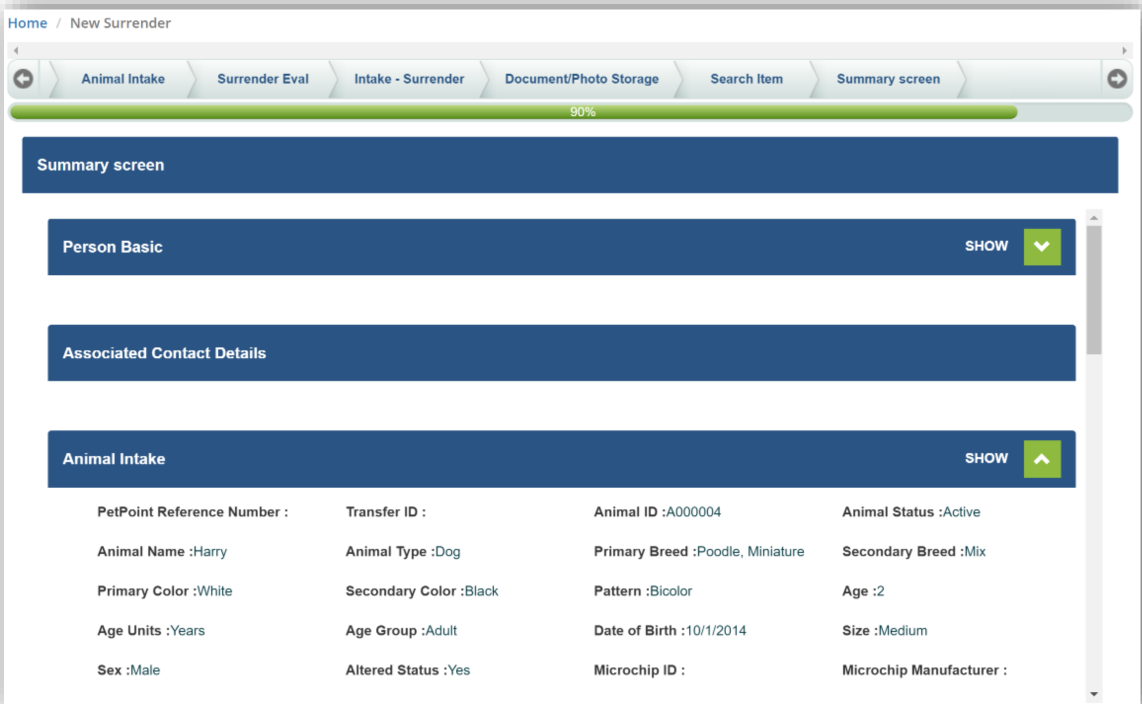
Lost/Found information can be captured during the intake workflow, including the ability to open a map that allows the user to pinpoint the location where the animal was found. We recommend replacing straymapper.com with an interface between Vestafy and Google maps to display found animals on the City's website. The Vestafy and City project teams will define and agree upon the exact specifications and data to be exchanged as part of the project, but we anticipate an hourly push of data from Vestafy to Google maps. The map will display the location of found animals. When a user clicks on the location marker, a pop up window will display information about the found animal such as found location, current location, intake date, species, breed, color, gender and altered status, age. There will also be a link to the more detailed animal description on Petango.com. Vestafy can support an interface to Finding Rover that compares animals in the system to lost/found reports and notifies owners.



Document/Photo Storage is available in Vestafy allowing you to upload any documents, such as vet records, that may come in with an animal. Document/Photo Storage is available for any entity so these can be linked to a patron, animal, or even the intake record.



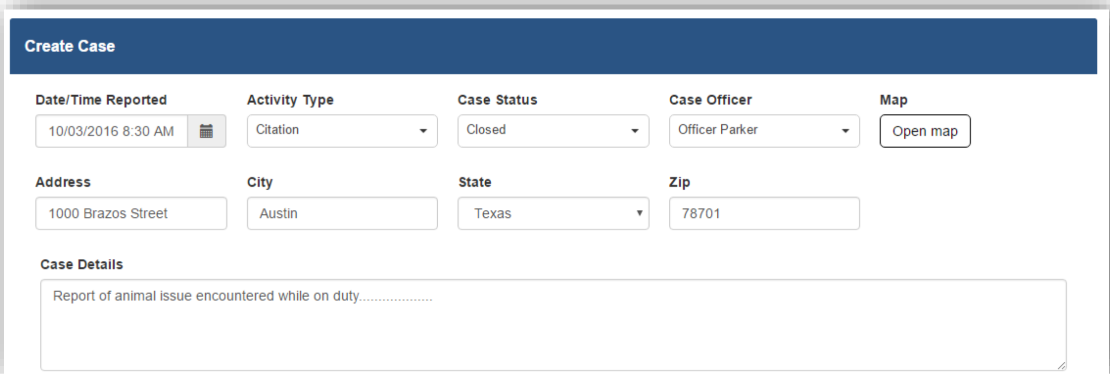
And at the end of an intake, a summary screen provides the user with details of the workflow prior to submitting:



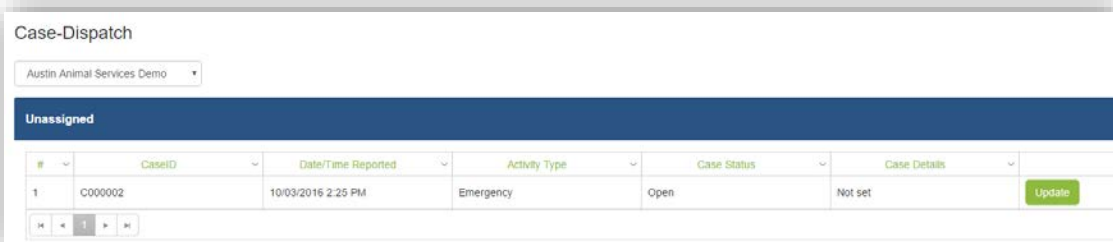
Issue Citation Use Case

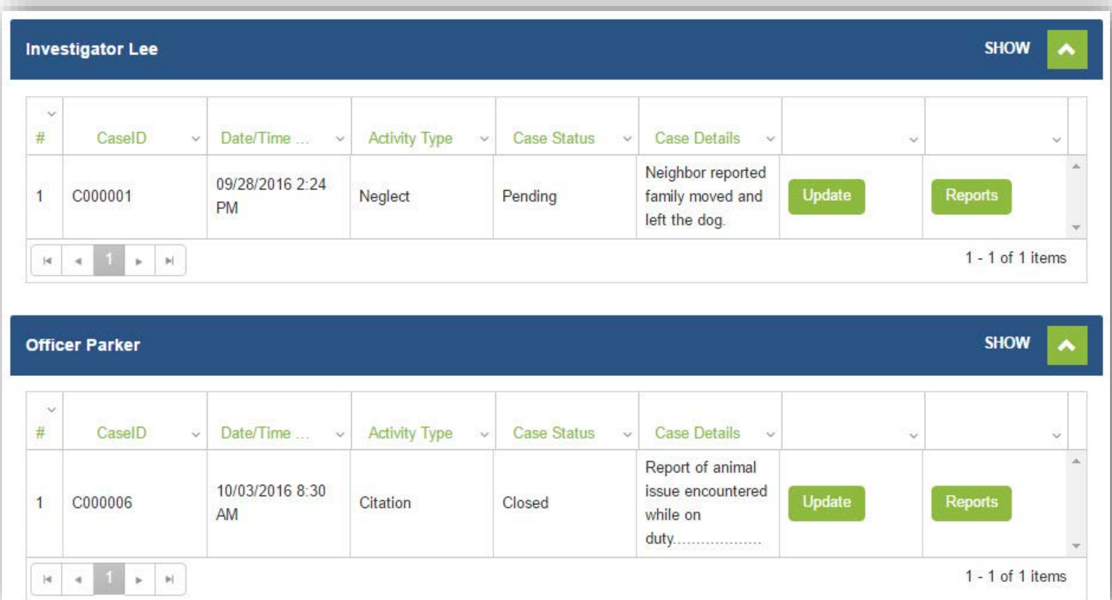
Animal Services receives a complaint. This can be via the 311 Call Center, a legal entity (APD or Travis county), or a field officer. If received via the 311 center, the complaint is recorded and forwarded to the Animal Services System. Legal entities like APD and Travis County call and talk to the Animal Services dispatcher, who then adds the complaint to the appropriate Animal Services Queue. Field Officers can access the system remotely from a mobile device and can add reports of animal issues they encounter while on duty. The Field officer assigned, based on the district to which the complaint belongs and to which district the Field Officer is assigned. The Field officer accesses the system and "begins" an activity. The Field Officer specifies the activity number (a unique number assigned to all complaints), and the Activity Type (any of a number of activities the Field Officer can do) about to begin. The system records the date and time associated with the complaint and activity. The System provides a mechanism for starting, stopping, and completing activities, as well as provides reports for detailing the activities associated with an activity no. The Field officer evaluates the complaint and takes appropriate action. Non-Owner Animals are impounded, relocated, delivered to a Vet, an Emergency Clinic, or delivered to Wildlife Rescue. Animals whose Owner can be determined are either contained in a place accessible to the owner, or are brought to the Animal Services Intake. Depending on the circumstances and City policy, the owner is issued a requirement to complete Responsible Pet Owner Training (RPO) or may be issued a citation. Owners who do not complete the RPO as dictated are issued a citation. Citations require the Field Officer to go the court for which the citation has been drawn, and deliver a copy. Once completed, the Field officer accesses the system and "ends" the activity. The Field Officer specifies the activity number (a unique number assigned to all complaints), and the Activity Type (any of a number of activities the Field Officer can do) to end. The system records the date and time associated with the complaint and activity.

Field activity and citation fields, forms (screens), workflows and dashboards can be customized to meet the needs of COA. New cases/complaints can be entered directly into Vestafy, or through an interface with the 311 call center. We will work closely with your team to determine the appropriate touch points of integration between Vestafy and the 311 application.



The cases and activities will display on a dashboard, where the field officers can manage them. The dashboards can be organized by any filter (officer, district, activity type, etc.).





Vestafy will also operate off of an activity-based process that allows activities to be easily grouped via a case number; this enables all activities associated with a complex case can be grouped together for ease of reporting and tracking. All field history is tracked throughout Vestafy, so whenever an officer changes a status, the date/time will be captured. Fleet information can be captured on a Fleet dashboard that allows the officer to sign the vehicle back in quickly.

As Vestafy is a web-based application, Animal Protection Officers can access the system remotely and add details, photos, and other information while they are in the field. They will also be able to search for and pull information on any entity including people, animals, or previous cases from Vestafy. If an officer needs to enter a lengthy memo, talk-to-text functionality is available on tablets and phones and works well with Vestafy.

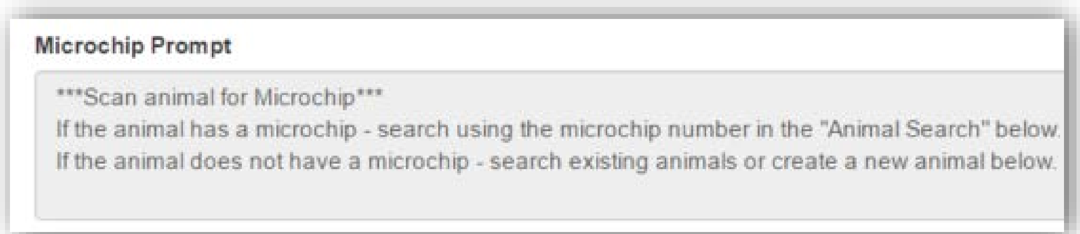
The entire RPO process from issuance of a notification or a citation to successful (or lack thereof) completion of a course, could be tracked in Vestafy. Dashboards showing non-compliant individuals would facilitate appropriate follow-up to encourage/enforce compliance with the notice or citation.

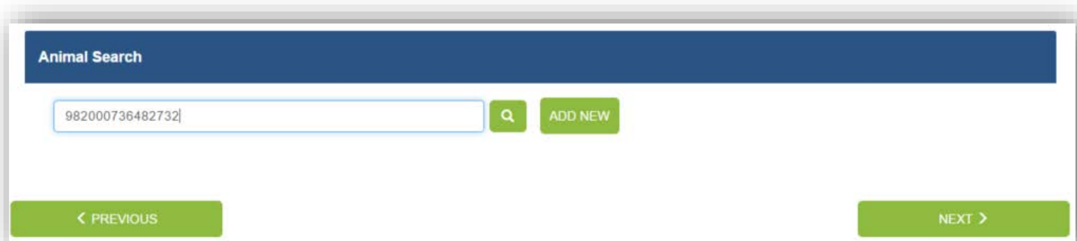
<u>Manage Animal Reclaim Use Case</u>

The Animal Source (a Citizen, Field Officer, or Animal Owner) brings an animal to the City of Austin Animal Shelter, and the standard "Intake Animal" process is followed to check the animal's health, provide vaccines, and check for a microchip. Following intake, the animal's information is sent to the StrayMapper website to display the location at which the animal was found. If the animal's owner is not readily available, and the Animal Source is willing to distribute fliers, Customer Service will create "found fliers" for the Animal Source to distribute. If the animal is found to have a microchip, Customer Service will check with the respective microchip's company roster to determine if the owner can be located. If the Animal Source knows the owner, Customer Service takes the owner information. Once the owner information is determined, Customer Service will contact the owner and request they come claim their animal. If the animal's owner comes to pick up the animal, they are required to provide proof of ownership for the animal, and pay any fees accrued prior to the animal's release. If an animal's owner cannot be located within 72 hours, the animal is made available for general adoption with the public.

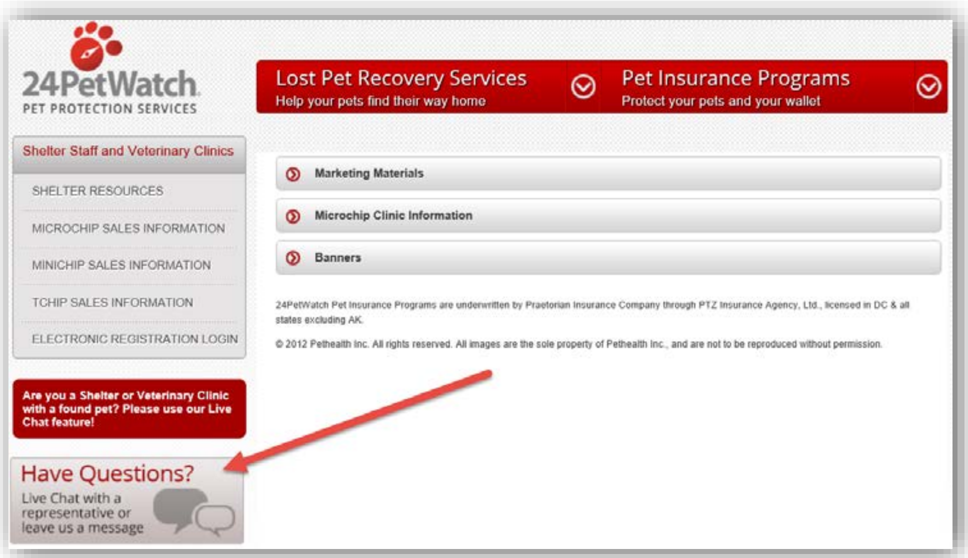
As one of the first steps of the intake workflow Vestafy can be configured to prompt staff to search for a microchip. Customer Service can record in Vestafy the contact attempts on a particular animal / patron in order to ensure compliance and also can record the date and results of microchip scans. For example, on the animal’s record if set up by your administrator, the record would show the microchip scan date, performer and result at each step in the process as required i.e. intake, medical and euthanasia.

The microchip reader can be connected to Vestafy either via USB cable or Bluetooth wireless connection. If the reader picks up a microchip, the number automatically populates the animal search field to see if a match exists. Alternatively the microchip number can be typed manually into the animal search box.

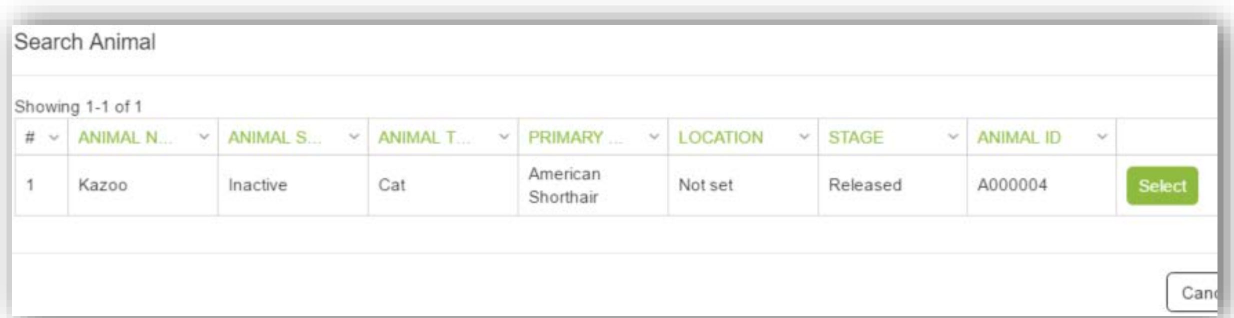




If the microchip is not found in the Vestafy database but is a 24PetWatch microchip (as identified by the 982 prefix on the microchip number), the Customer Contact can either call the 24PetWatch hotline or use the online chat option to interact with an operator & obtain owner information. At your option, a transcript of the online chat conversation is emailed and can be attached to the appropriate Vestafy record.



If the search produces a result, Customer Service can contact the owner and request they come claim their animal. The Vestafy Administrator can select the most relevant fields to display in the results grid, such as owner and contact information. The Administrator could create a "Potential Owner" dashboard to facilitate outreach to potential owners, and to record each attempt at contact.

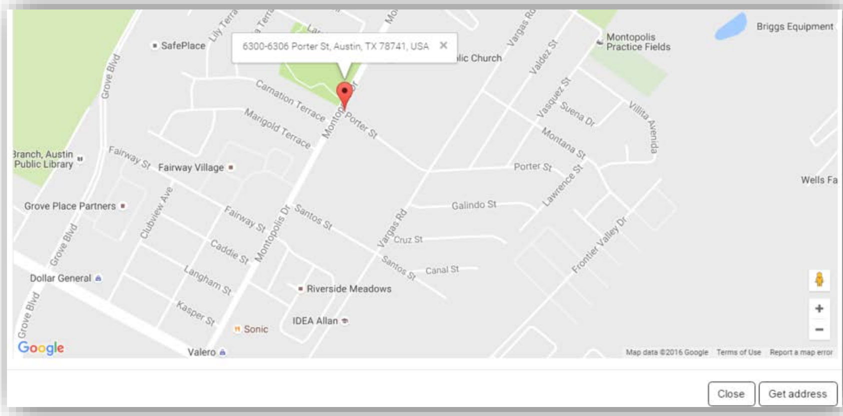

Search Animal

Showing 1-1 of 1

#	ANIMAL N...	ANIMAL S...	ANIMAL T...	PRIMARY ...	LOCATION	STAGE	ANIMAL ID	
1	Kazoo	Inactive	Cat	American Shorthair	Not set	Released	A000004	Select

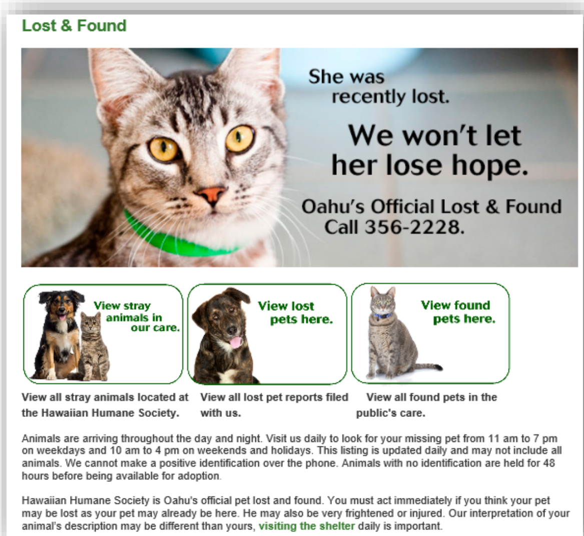
Cano

Lost/Found information can be captured during the intake workflow, including the ability to open a map that allows the user to pinpoint the location where the animal was found. We recommend replacing straymapper.com with an interface between Vestafy and Google maps to display found animals. The Vestafy and City project teams will define and agree upon the exact specifications and data to be exchanged as part of the project, but we anticipate an hourly push of data from Vestafy to Google maps. The map will display the location of found animals. When a user clicks on the location marker, a pop up window will display information about the found animal such as found location, current location, intake date, species, breed, color, gender and altered status, age. There will also be a link to the more detailed animal description on Petango.com. Vestafy can also support an interface to Finding Rover that compares animals in the system to lost/found reports and notifies owners.

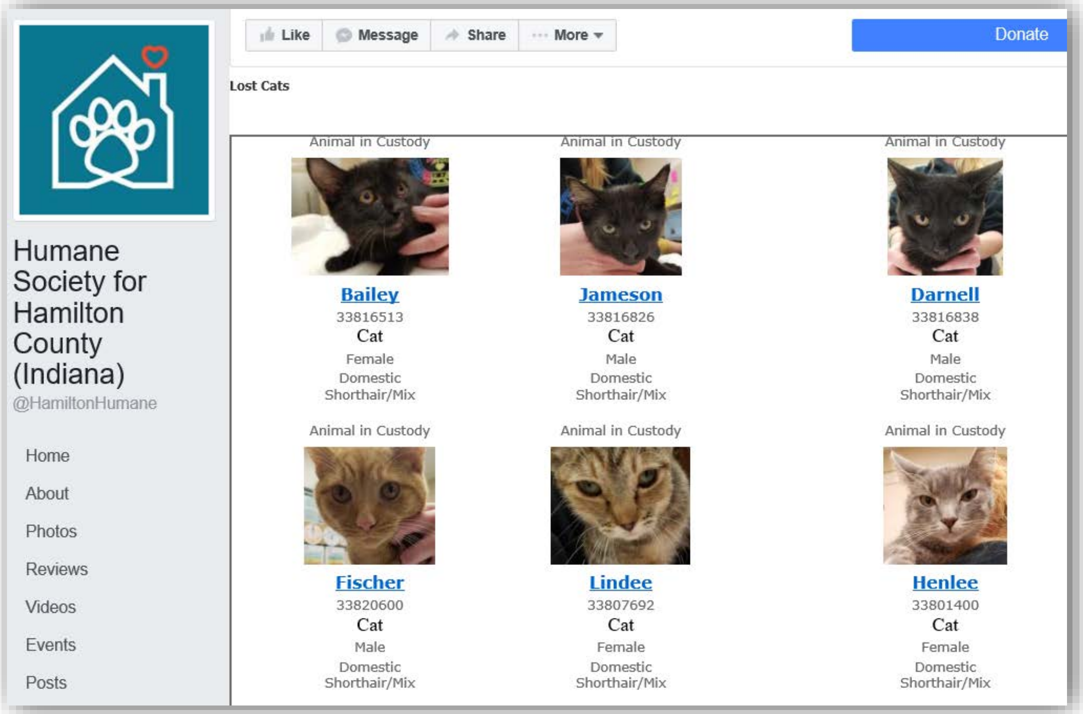


Lost/Found flyers can be generated using Crystal Reports (or any ODBC-compliant report writing tool) and emailed directly to the finder for distribution. Vestafy could also be configured through a custom API to take a Lost/Found forms completed online. Comparisons of lost animal descriptions to animals found by the shelter or by another party who completed a found report could then be made with assistance from reports and with use of Vestafy's flexible search capabilities.

Vestafy integrates with Petango's Lost/Found page and an iFrame displaying the information desired, as well as a descriptive memo, could be created and used on a shelter-controlled Facebook page. Alternatively, you may want to use web services to drive owners to your own website, similar to the Hawaiian Humane Society website. The parameters are set by the Administrator and no staff time is required to maintain this page. Animal records are automatically sent to and removed from the lost pet page. Note that Hawaiian Humane Society includes an online listing of Stray Animals in their care, Lost Pet reports filed by owners, and Found Pets that remain in the public's care.

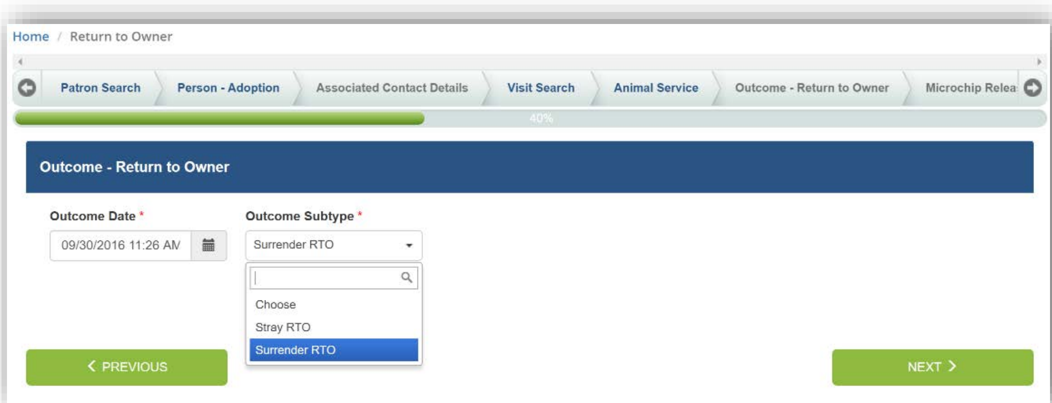


Vestafy could be enabled to link to your Twitter account to automatically tweet notices about Found animals, Lost animals and Adoptable animals. Using a 3rd party tool called Woobox, you can feed found pets and pets reported missing automatically from Vestafy to your Facebook page. No staff time would be required. An example can be found on the Humane Society of Hamilton County Facebook page:



Review dates and other triggers can be used to help determine when an animal has reached the 72 hour hold limit. Dashboards will help your organization effectively monitor where these animals are in the reclaim process or automatically remove a hold after a set period of time, thus quickly making an animal available for adoption. If an owner has been found and comes to reclaim their pet, document storage can be used to store proof of ownership.

Vestafy works on a shopping cart system so it is easy for Customer Service to add, remove, or discount fees as needed and as allowed by the Administrator. Vestafy will support an integration with the City's AIMS financial system. The outcome process can include forms similar to the intake and provide details for return to owner:



In addition, remember that any workflow can be configured to record ownership. If a microchip is on file for an animal and then an outcome is performed indicating ownership, that microchip will automatically be registered with 24PetWatch and the AAHA universal microchip lookup website.

Manage Community Cat Services Use Case

A Cat is identified as needing the Community Cat Services. This is either from a customer request (animal discovered and they are temporarily caretaking), a mobile unit seeing it on the street, a field officer referral, or from a log with previous contact with the team, reaches out to the complainant to get information about the cat(s). The Outreach & Education Team accesses the system and adds the cat(s) to the trapper list. The Field officer accesses the system and retrieves a list of all animals to be trapped that day. They contact Animal Services Dispatch to indicate the start of an activity, they Trap the animal, deliver the animal to the Mobile Mini and then return it from whence it came. Once completed the Field Officer contacts Animal Services Dispatch to indicate completion of an activity. Note: it is desirable to que the start and ending activity on an IPAD in the field as opposed to physically calling the dispatcher.

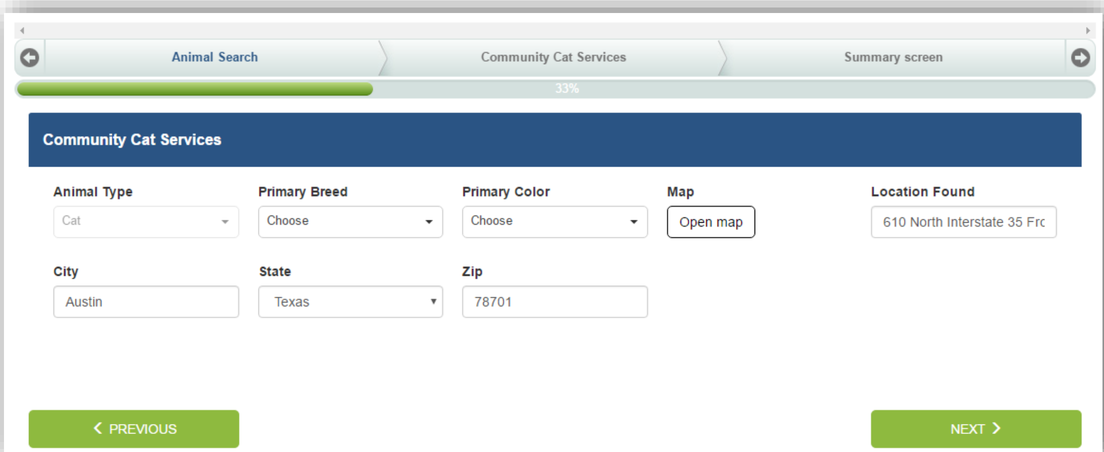
All the various information related to the community cat program can be captured with the appropriate field, form, dashboard and workflow setup.

As Vestafy is a web-based application, Field Officers would be able to access the system remotely and obtain the list of animals to be trapped while they are in the field. If officers are equipped with printers in their vehicles, the surgery forms could be completed automatically within Vestafy, including pre-populating the required information, so the officer would not need to complete these by hand. User signatures can be captured electronically in Vestafy and automatically added to contracts to make this process easier. If an officer needs to enter a lengthy memo, talk-to-text functionality available on tablets and phones works well within Vestafy.

All field history is tracked throughout Vestafy, so whenever an officer changes a status, the date/time will be captured. Officers could thus mark an activity as completed (including date/time) while in the field, thus eliminating the need to call the dispatcher. Fleet information can be captured on a Fleet dashboard that allows the officer to sign the vehicle back in quickly.

Also, by establishing different triggers in the process, it would be easy for both Dispatch and Outreach & Education to access the animal record and document the unique information that they each capture including the final disposition.

Here is an example of the fields that can be captured on a form for this program.

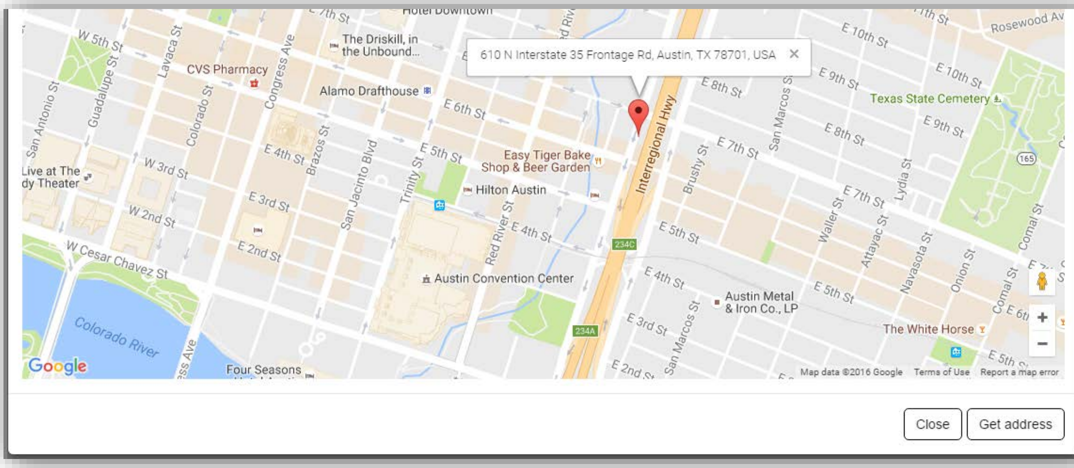


The cats can display on a trapper dashboard, where the trapper can manage their activity. Locations can be displayed on a map.

Cat(s) Trapper List SHOW

#	Animal ID	Primary Breed	Primary Color	Location Found	City	State	Zip		
1	A000012	American Shorthair	Black	700 Dawson Road	Austin	TX	78704	Update	Reports
2	A000014	Maine Coon	Tan	2210-2448 Andrew Zilker Road	Austin	TX	78741	Update	Reports
3	A000015	Domestic Longhair	Orange	610 North Interstate 35 Frontage Road	Austin	TX	78701	Update	Reports
4	A000013	Domestic Longhair	White	2210-2448 Andrew Zilker Road	Austin	TX	78746	Update	Reports

1 - 4 of 4



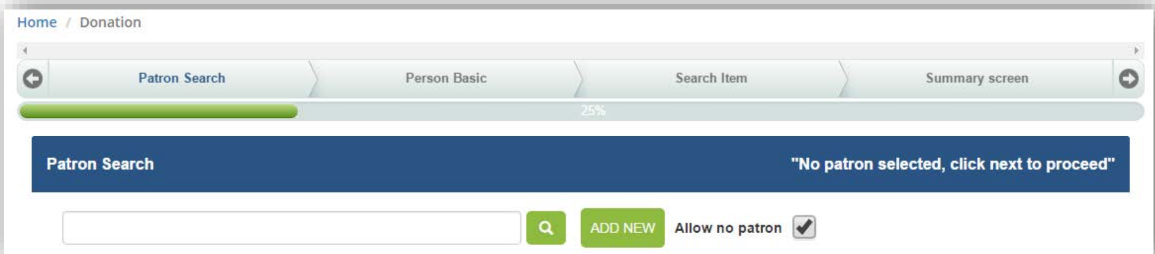
Final reports could also be created to share how effectively the program is helping to curb the community cat problem and to share data with other area organizations to help monitor the effectiveness of combined efforts.

Manage Deposits Use Case

If Money has been received in the donation boxes around the site and/or donation checks received in the mail (including community outreach donations) the Admin Personnel takes the money, counts it, and if there are identifiable donations, uses the system to annotate the PersonInfo record (and create a receipt within the system for the donation). Anonymous donations are assigned to a phantom ID within the system. The Admin Personnel also adds memos on the PersonInfo Record indicating important information (for example, indicating when the thank-you letter is sent). On the Spay/Neuter agreement there is a box to "donate deposit." The Admin Personnel generates a "deposit/refund" list that includes the AnimalID number, PersonID number, address, amount, receipt number, adopter name, receipt date, funding code (which is approved by the Deposit Refund Signer). An email is sent to HHS accounts payable to refund the monies. NOTE: HHS accounting uses the AnimalID as a primary key to the transaction, should refunds not occur and research is necessary. If the Customer agrees to donate their deposit to the shelter, the Admin Personnel adds a note to the PersonID record indicating deposit. The Admin Personnel uses a template to construct an email thanking the customer. The Animal Service Director Signs the thank-you letter and it is mailed via US Postal service. Admin Personnel

provides the Customer Service Lead the donations and a report summarizing/totaling reports, as well as a deposit form, and prepares a deposit bag, sealing it for the daily armored car pick up. The deposit form is provided to the Customer Service Lead. The Customer Service Lead uses AIMS and assigns monies received to the appropriate funding codes. The Customer Service Lead prints the header page of the AIMS' screen showing the reassignment of funds. The Customer Service Lead hands deposit information and screen print to the Customer Service Supervisor, who signs and files it, and then accesses AIMS to approve the fund relocation. At various times during the month the Admin Personnel researches the AIMS funding codes, and sends an email to the HHS Finance Consultant to reassign funds to the Animal Services General Donation Fund accounts. (refund piece).

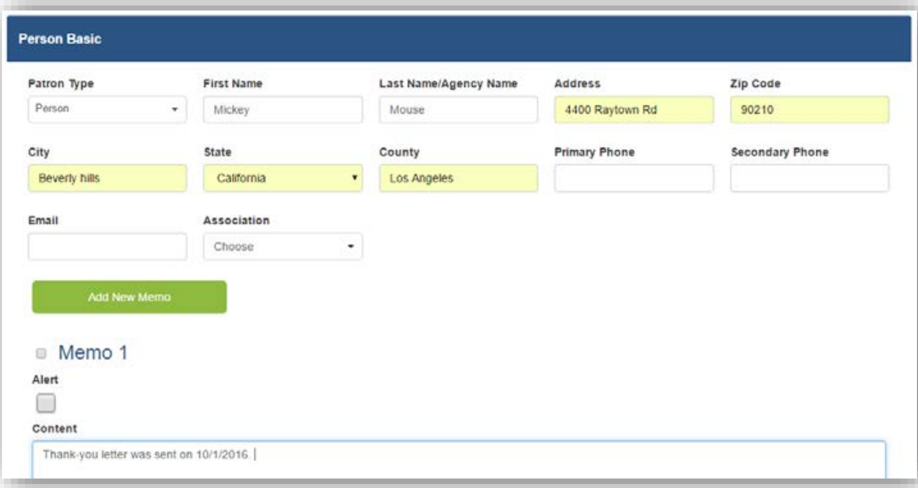
As part of any workflow, a receipt can be created with or without an Animal ID and/or a Patron (Person) in case of anonymous donations.



The Admin can generate a "deposit/refund" list that includes the AnimalID number, PersonID number, address, amount, receipt number, adopter name, receipt date, funding code (which is approved by the Deposit Refund Signer). In this case, a Crystal Report (or any ODBC-compliant report writer) could be auto-generated and emailed directly to HHS on a routine basis. Please note that account or funding codes can easily be tracked by item in Vestafy.

Memos can be added to each donation patron/workflow, and any memo can be made into an Alert Memo. An Alert Memo means that this memo will appear as a pop-up whenever this patron's name is searched by a Vestafy user. This helps staff immediately identify donors or previous adopters whenever they access that person's name within Vestafy.

Individual letters are considered an "entity-related report" and can be printed from any patron search or dashboard. Or, a weekly batch report could be run to print multiples at a time, making the printing of labels easier.



The Admin can generate a report that provides the Customer Service Lead with donations and a report summarizing/totaling reports, as well as a deposit form. Vestafy can support an interface to the COA AIMS system; we will need to work with your team to best determine the points of integration.

Manage Fleet Reservations Use Case

The Vehicle Reservationist (Fleet Officer, Admin Personnel, Customer Service or Fleet Manager) accesses the system and indicates they would like to reserve or unreserve a vehicle. The System displays a list of all fleet vehicles currently assigned. The Display includes Vehicle Tracking No., Vehicle Make, Model, Capacity, and whether animals can be transported with the vehicle. Additionally the display includes the person currently assigned to the vehicle, their person Id, the date they took possession of the vehicle, and the date they are to relinquish the vehicle. The Reservationist indicates the date on which they would like to reserve the vehicle. If authorized (role based privileges), Reservationists reserve vehicles for others (if the employee for which the reservation is made's personinfo record indicates "isAllowedToUseFleet".) Otherwise, Reservationists only reserve vehicles for themselves. Reservationists also remove (release) reservations in the same manner.

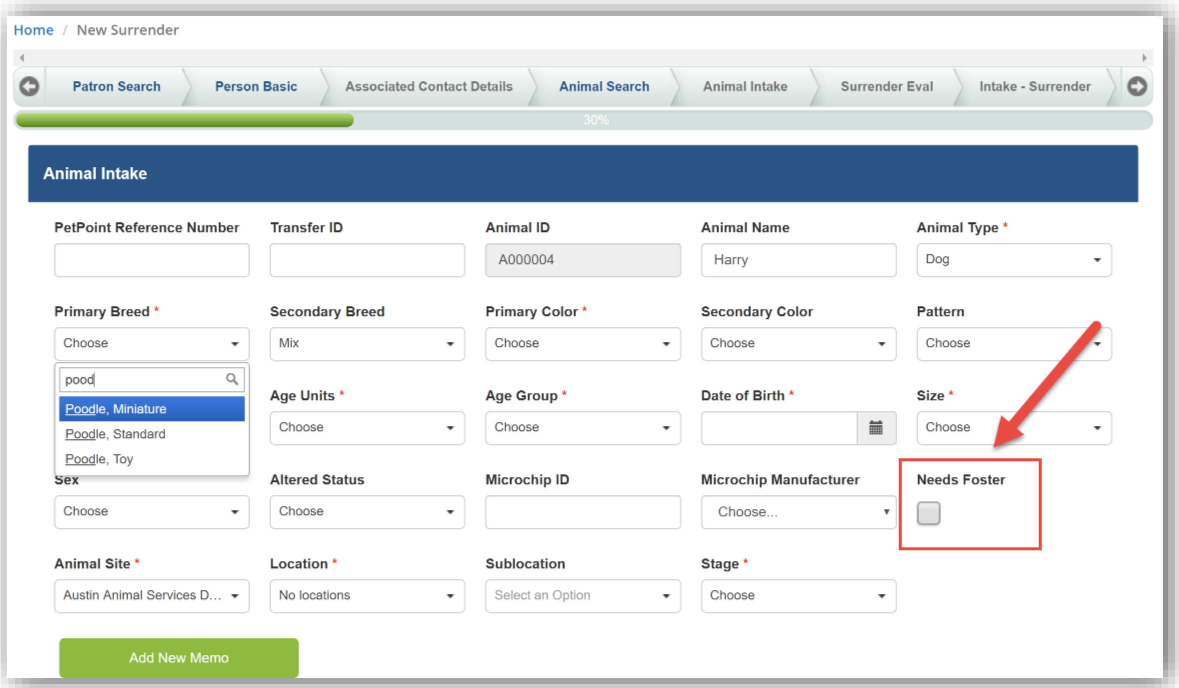
Fleet vehicle-related fields, forms and workflows can be created within Vestafy. To manage reservations, the administrator will create a dashboard displaying available vehicles. This dashboard can be made available only to authorized resources, who can then request a reservation. Fleet vehicle reservation requests can then display on a dashboard so the Reservationist can see the status of all fleet vehicles. Creating a specific reservation form to sign a vehicle out, track these on a dashboard and then have a return form to move the vehicles off of the dashboard would be relatively easy to accomplish. A dashboard showing fleet assignments could be used for people/resources to view which vehicle has been assigned to them and also to allow them to quickly update specific fields, such as mileage, as outlined by your SOP.

Manage Foster Placement Use Case

A Citizen contacts Austin Animal Services and is directed to fill out an application for Foster Care by the Application Provider. The Foster Coordinator processes the application and adds the Citizen to the system, establishing a Person ID for them. The Foster Coordinator clarifies any points of contention with the application, adds the Citizen to the Yahoo! Group, which in turn generates an invite to the group to the Citizen. The Foster Coordinator then sends a welcome email that instructs them to join a Yahoo! Group. Once the Citizen joins the Yahoo! Group, they are part of the Foster Care Providers

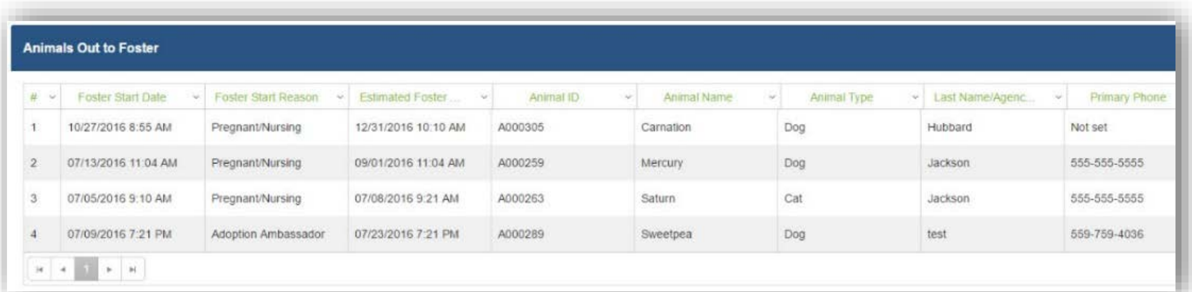
Once a foster parent application has been received and reviewed, the Foster Coordinator would create the patron (person) record in Vestafy. The forms can be used to record any additional details regarding the foster home in a manner that could help them later search for or create a report to indicate all foster parents who are willing to foster specific types of animals and/or situations. Potential Foster Providers can be added to a "Foster Providers to Approve" dashboard for review by the coordinator. An Alert Memo can be created to quickly alert users to any points of contention.

Animals that need a foster home can be identified by a simple "needs foster" checkbox on the animal record. This places the animal on a dashboard or report that can be distributed to potential foster families.



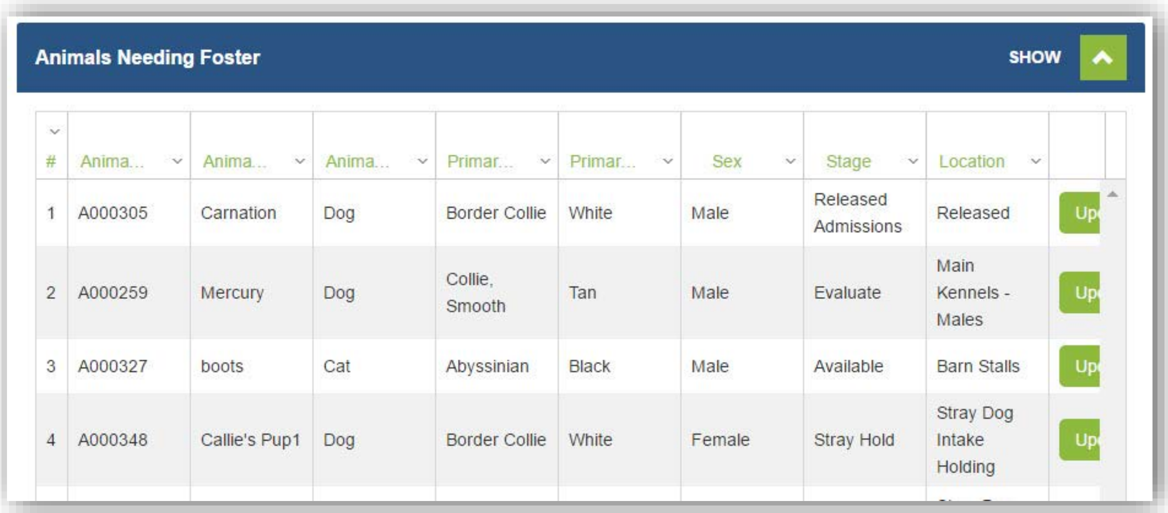
All access to Vestafy is controlled by user role and so creating logins for foster parents would allow the password protection desired while limiting foster parent users to only the animals and relevant information.

Because of these security features, rather than creating a website or relying on Yahoo Groups, a Vestafy dashboard could display the salient information on animals available to be fostered. Foster providers could view details and use a checkbox to request the foster assignment. Once a request has been placed on an animal, those foster animals would appear on a dashboard with the foster parent information for the Foster Coordinator to review. Once the foster home has been approved by the foster coordinator, the animal would come off of the 'Needs Foster' dashboard.



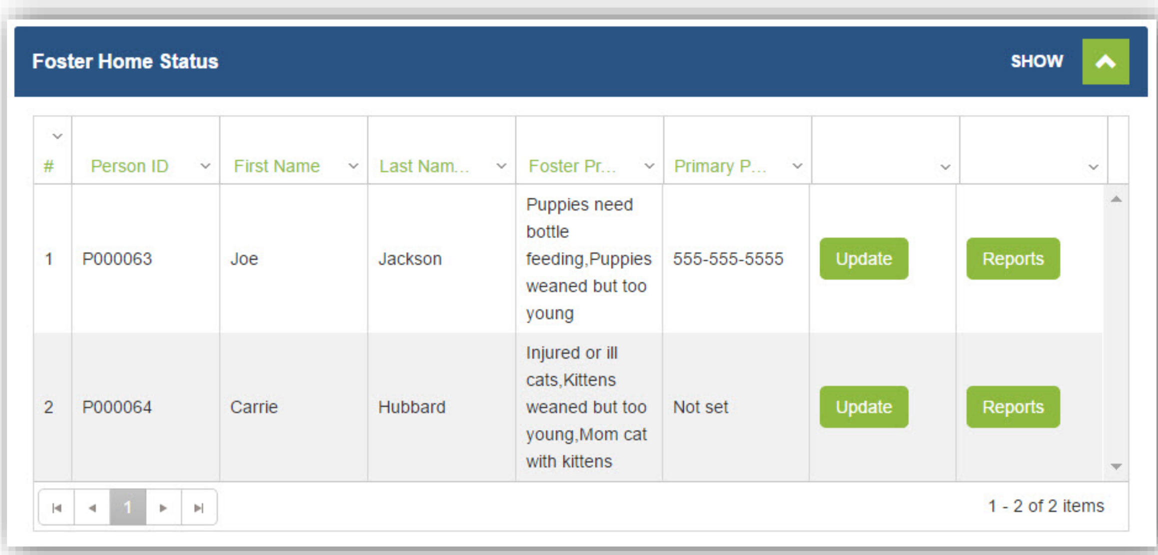
Animals Out to Foster

#	Foster Start Date	Foster Start Reason	Estimated Foster ...	Animal ID	Animal Name	Animal Type	Last Name/Agenc...	Primary Phone
1	10/27/2016 8:55 AM	Pregnant/Nursing	12/31/2016 10:10 AM	A000305	Carnation	Dog	Hubbard	Not set
2	07/13/2016 11:04 AM	Pregnant/Nursing	09/01/2016 11:04 AM	A000259	Mercury	Dog	Jackson	555-555-5555
3	07/05/2016 9:10 AM	Pregnant/Nursing	07/08/2016 9:21 AM	A000263	Saturn	Cat	Jackson	555-555-5555
4	07/09/2016 7:21 PM	Adoption Ambassador	07/23/2016 7:21 PM	A000289	Sweetpea	Dog	test	559-759-4036



Animals Needing Foster SHOW

#	Anima...	Anima...	Anima...	Primar...	Primar...	Sex	Stage	Location	
1	A000305	Carnation	Dog	Border Collie	White	Male	Released Admissions	Released	Up
2	A000259	Mercury	Dog	Collie, Smooth	Tan	Male	Evaluate	Main Kennels - Males	Up
3	A000327	boots	Cat	Abyssinian	Black	Male	Available	Barn Stalls	Up
4	A000348	Callie's Pup1	Dog	Border Collie	White	Female	Stray Hold	Stray Dog Intake Holding	Up



Foster Home Status SHOW

#	Person ID	First Name	Last Nam...	Foster Pr...	Primary P...		
1	P000063	Joe	Jackson	Puppies need bottle feeding,Puppies weaned but too young	555-555-5555	Update	Reports
2	P000064	Carrie	Hubbard	Injured or ill cats,Kittens weaned but too young,Mom cat with kittens	Not set	Update	Reports

1 - 2 of 2 items

When an animal is checked out to foster, the foster coordinator could email an entity-specific report that contains vaccination due dates, needed medical care, and other instructions.

Foster animals who have a potential adopter would populate a dashboard with the adopter information so the foster coordinator could then track when the necessary surgeries, treatments, and remaining steps in the process have been completed by the Adopter.

Manage Kennel Space Use Case

An animal is identified as needing to be housed in a kennel. This is either through a request from Customer Service or via two reports that are run daily: the Move List, and the Surgery List. If the facility is at capacity, the animal is moved to a temporary kennel, and an attempt is made to place the animal at the Town Lake Animal Center or with a Rescue or Foster Organization. If a kennel is available, and the animal is injured, it will be moved to a non-public medical ward. If a kennel is available, the animal is a stray and has no illness, it's moved to a public kennel. If a kennel is available, the animal is a stray and is unwell, it's moved to a public kennel

isolation kennel. If a kennel is available, and the animal has bitten someone, it's moved to a non-public quarantine kennel. If a kennel is available, the animal owner has been identified, the animal is moved to a non-public kennel. Once the animal is placed into a kennel, Animal Care uses the system to generate a kennel card, and update the animal information to indicate the new location of the animal. As a final step, once an animal has been moved from a kennel, Animal Care will clean the vacated kennel location if possible.

Users can choose the criteria for triggering an animal move, and a kennel tech can have a dashboard of animals that are triggered to move including information such as preferred location, etc. Vestafy can provide a list of available kennels of all types (including temporary and non-public) for the kennel technician to choose from. If desired, Vestafy could be configured by the Administrator to provide a list of kennels that are ‘out of service’ due to ‘cleaning needed’. As described earlier, an animal record can be marked as “needs foster” to begin the process of soliciting a foster home. A similar process can be followed for “needs rescue”.

Canine Inventory Report

#	Animal ID	Animal Name	Location	Primary Breed	Age	Age Units	Primary Color	Sex	Animal Type		
1	A000312	Ashton	Media	Abruzzese Mastiff	2	M	Blond	Male	Dog	Update	Reports
2	A000301	Rose	Media	Abruzzese Mastiff	1	Y	White	Female	Dog	Update	Reports
3	A000305	Carnation	Released	Border Collie	1	Y	White	Male	Dog	Update	Reports
4	A000321	Not set	East Building	Not set	Not set	Not set	Black	Not set	Dog	Update	Reports
5	A000345	Not set		Affenpinscher	Not set	Not set	Beige	Male	Dog	Update	Reports
6	A000259	Mercury	Main Kennels - Males	Collie, Smooth	5	Y	Tan	Male	Dog	Update	Reports
7	A000304	Buttercup	Media	Border Collie	1	Y	White	Male	Dog	Update	Reports
8	A000281	Chester	Media	Doberman Pinscher	3	Y	Black	Male	Dog	Update	Reports

1 2 3 4 5 6 1 -

Once an animal is moved and Vestafy has been updated, a kennel card can be printed from the dashboard (click Reports from the dashboard). While a basic kennel card will be provided as part of your Vestafy setup, the Administrator can create new kennel cards displaying any information needed. For example, you may want to display different information on a kennel card for an animal on bite quarantine than for an animal that is available for adoption.

Holds for behavior, age, or medical reasons can also be placed on animals in Vestafy. Hold restrictions can be used to prevent a workflow from being completed for an animal with an active hold. For example, if an animal with an active hold should not be adopted, this can be established in the adoption workflow so that animals with an active hold cannot even be selected. Holds can also be set to auto-expire. So, for example, if a stray wait period is 72 hours, a hold could be placed on an animal that would expire automatically in 72 hours. Alternatively, alert memos can be used. If an animal has an alert memo, the next time the animal is searched and selected in Vestafy a pop-up window will appear displaying the memo. This is less restrictive than a hold but may be more practical in certain situations.

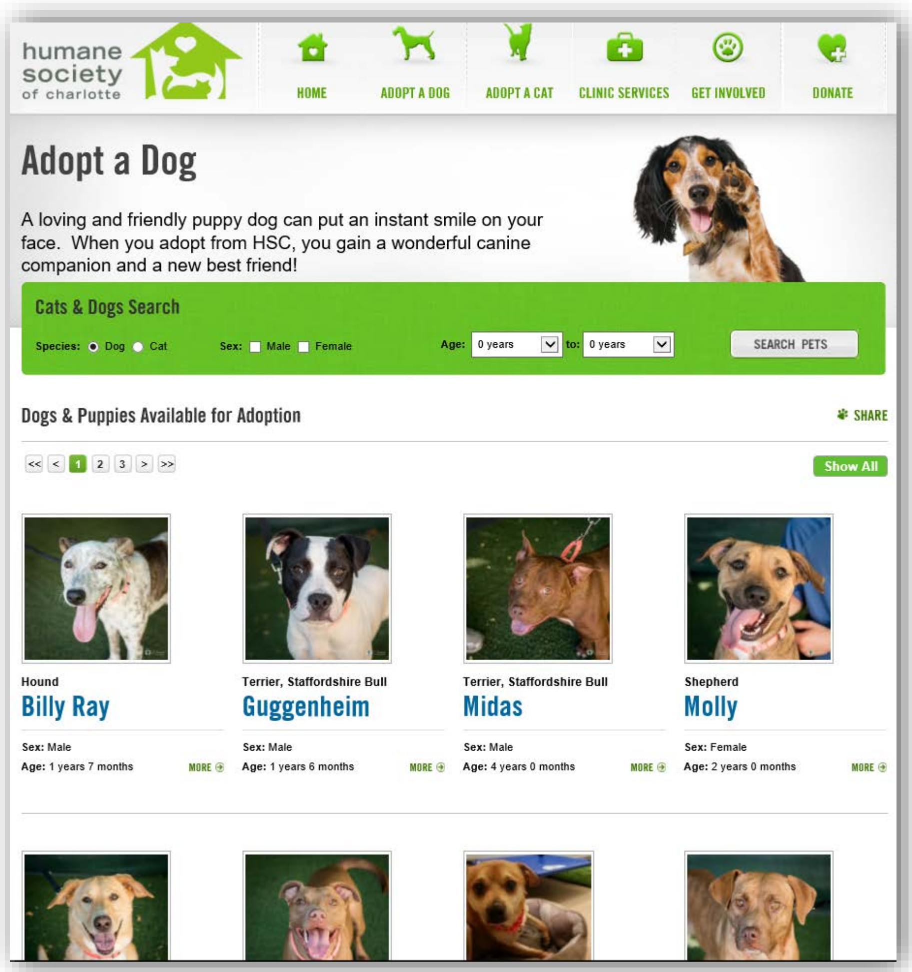
Vestafy keeps a history of all field changes made including the date/time and user who made the change. This information can be viewed in Vestafy or accessed via reports.

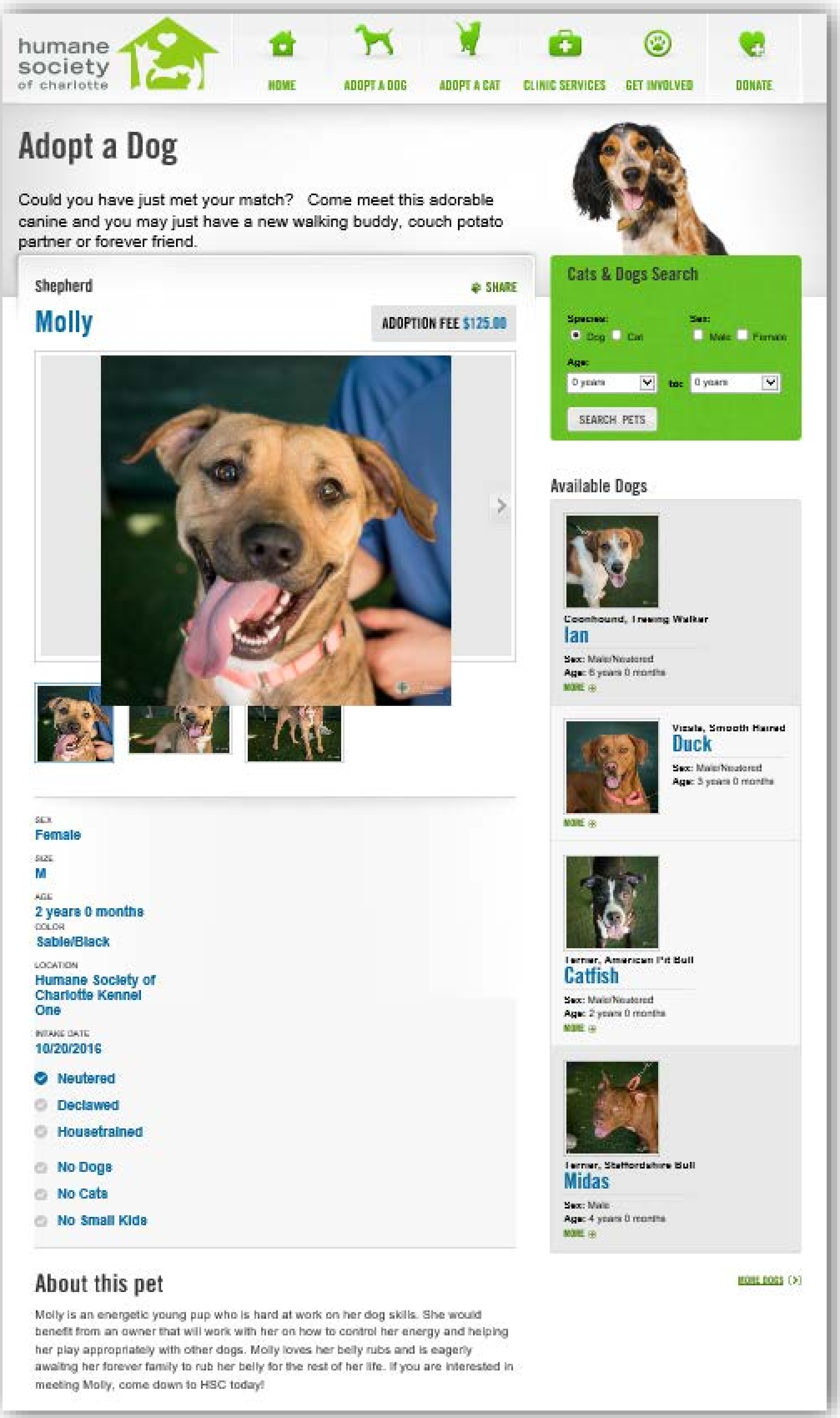
Manage Pet Adoption Use Case

The Citizen uses online resources (websites, social media, shelter visit, etc.) to research and locate animals of their liking. Once an animal is desired, the Citizen contacts Customer Service and indicates interest. Customer Service will check to determine if the Citizen has prior history, and will ask them several questions related to

animal handling and adoption. If any concerns are raised with the quality of the Citizen, a Senior Staff member will vet the Citizen to clarify the adoption issues. If the Citizen is qualified to adopt, Customer Service will have them sign a pet agreement, and will check to see if the pet can be released. If the animal has undergone recent surgery, or has a physical injury, the Vet may determine the animal cannot be released until a later date. If there is no hold on releasing the animal, the Veterinary Technician will request general medical information about the animal be released to the Citizen. Customer Service prints the paperwork and has the Citizen sign the medical summary, indicating they understand the current and past medical history of the animal prior to adoption. Customer Service uses the system to annotate the PersonInfo indicating the signature of the documents and directs the Citizen to the Cashier to pay adoption fees. The Cashier receives payment and provides the Citizen a receipt. Customer Service contacts Animal Care to bring the animal to the Citizen. Once delivered, Customer Service, once again uses the system to annotate the delivery of the animal to the Citizen.

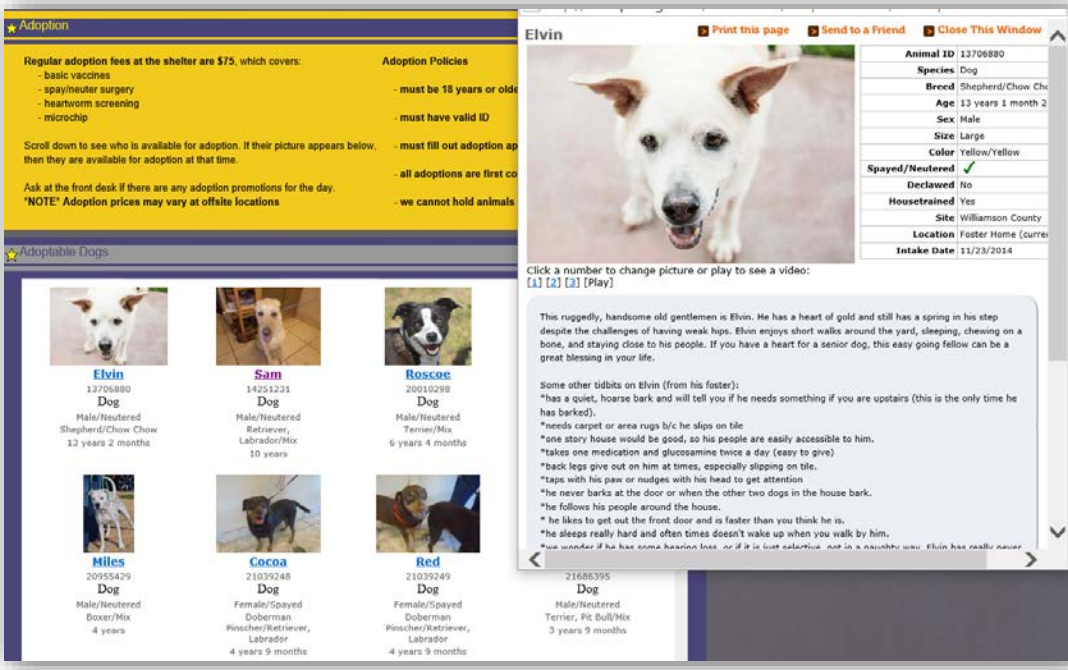
Using the Vestafy web services option, you can create a link from Vestafy to your website and format the layout of your adoptable animal listing to match your style and communication needs. The animals listed on your website are updated in real time, based on their stage within Vestafy. Current Vestafy client Humane Society of Charlotte uses web services to feed adoptable animal information from Vestafy to their website, as seen in the screens below. They list the animals with photo, brief description and location. Interested citizens can click on the animal record to view additional details. You can add the option to let people click on a Sponsor Me link to make a donation. You can also consider capturing hold fees if someone is interested in adopting.



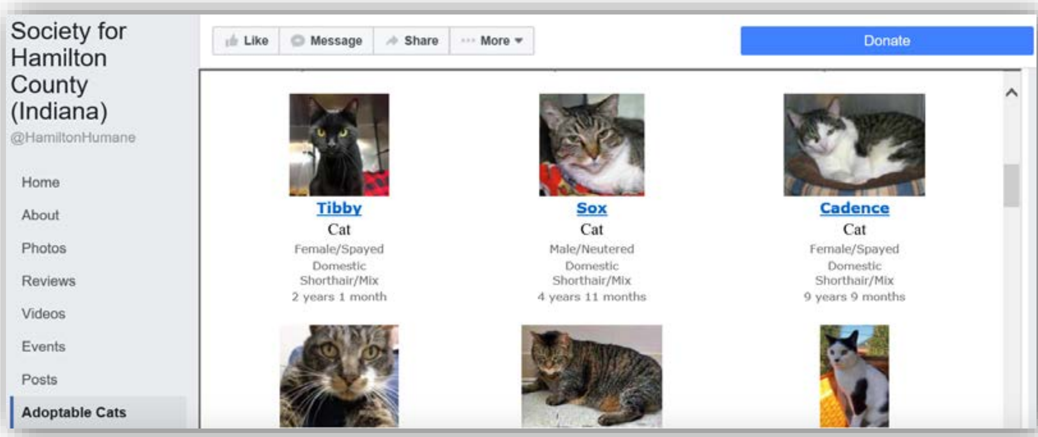


humane society of charlotte
HOME
ADOPT A DOG
ADOPT A CAT
CLINIC SERVICES
GET INVOLVED
DONATE
Adopt a Dog
Could you have just met your match? Come meet this adorable canine and you may just have a new walking buddy, couch potato partner or forever friend.
Shepherd
SHARE
Molly
ADOPTION FEE $125.00
SEX
Female
SIZE
M
AGE
2 years 0 months
COLOR
Sable/Black
LOCATION
Humane Society of Charlotte Kennel One
INTAKE DATE
10/20/2016
Neutered
Declawed
Housetrained
No Dogs
No Cats
No Small Kids
About this pet
Molly is an energetic young pup who is hard at work on her dog skills. She would benefit from an owner that will work with her on how to control her energy and helping her play appropriately with other dogs. Molly loves her belly rubs and is eagerly awaiting her forever family to rub her belly for the rest of her life. If you are interested in meeting Molly, come down to HSC today!
Cats & Dogs Search
Species:
Dog
Cat
Sex:
Male
Female
Age:
0 years
to:
0 years
SEARCH PETS
Available Dogs
Coonhound, Treeing Walker
Ian
Sex: Male/Neutered
Age: 6 years 0 months
MORE
Vizsla, Smooth Haired
Duck
Sex: Male/Neutered
Age: 3 years 0 months
MORE
Terrier, American Pit Bull
Catfish
Sex: Male/Neutered
Age: 2 years 0 months
MORE
Terrier, Staffordshire Bull
Midas
Sex: Male
Age: 4 years 0 months
MORE
MORE DOGS

Alternatively you can utilize the provided iFrame tool to display adoptable animals within a simple frame on your website. Interested citizens can click on the animal record to pop up additional information about the adoptable pet, including up to 3 photos and a video. The iFrame tool provides the ability for limited configuration options (e.g. number of columns, order by, species, frame height/width). As with web services, the animals listed on the iFrame are updated in real time, based on their stage within Vestafy. An example of the iFrame can be seen on the Williamson County Regional Animal Shelter website:

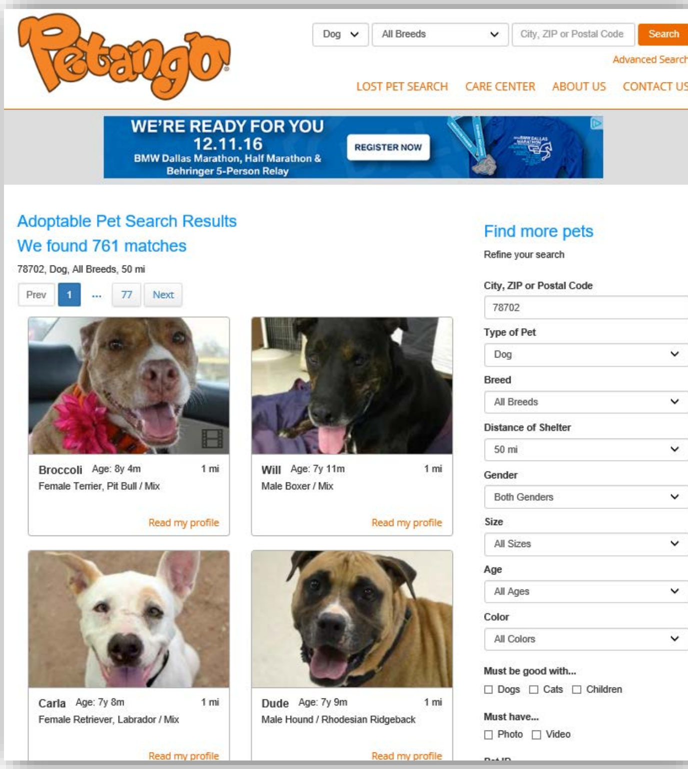


Using a 3rd party tool such as Woobox, you can make adoptable pets available within your Facebook page:

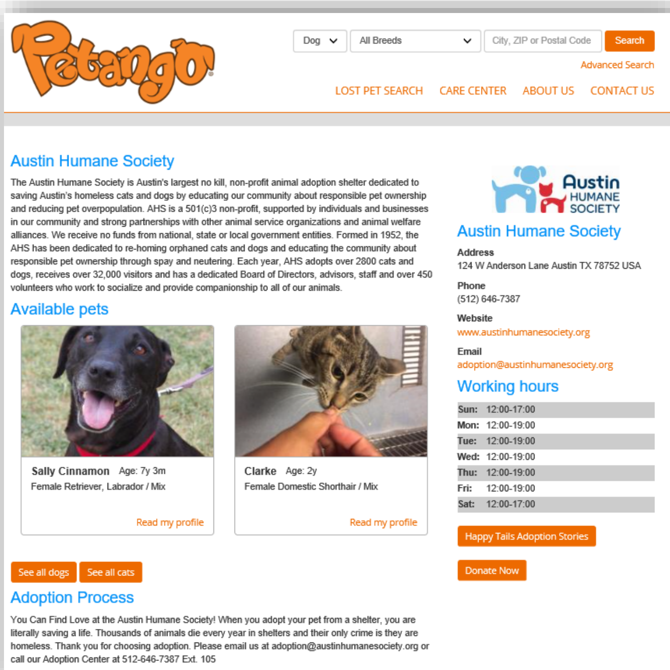


Pethealth's national adoptable pet search engine - Petango.com - is automatically updated with your animals without any need for staff intervention. You have the ability to add multiple Stages to appear online if needed. When an animal is assigned an online viewable stage, they appear on Petango in real time. If the animal is changed to a non-viewable stage, the animal's online listing will be removed in real time.

For example, a search for dogs in the 78702 zip code provides numerous options for the citizen, who can further refine the search by age, size, color, breed, and gender:



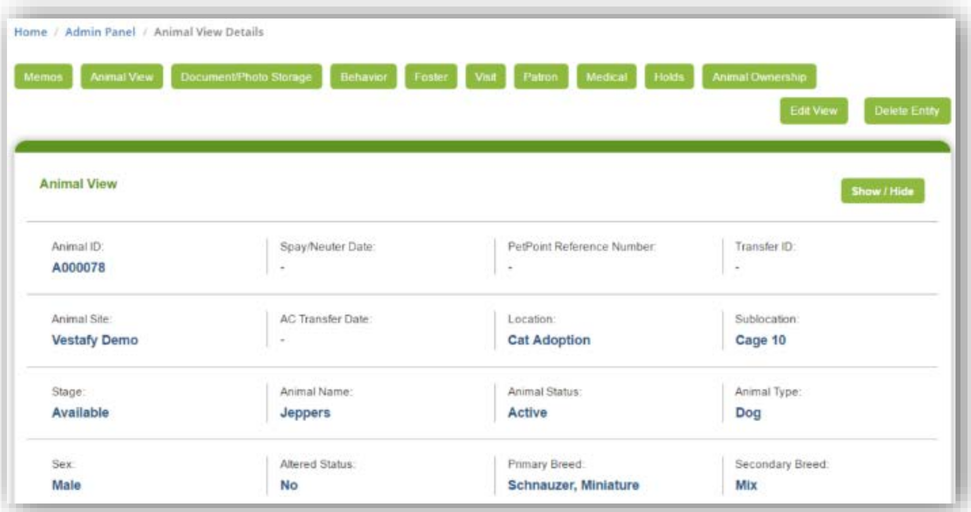
Each Vestafy shelter is provided with its own Petango landing page, as seen with this example from Austin Humane Society:



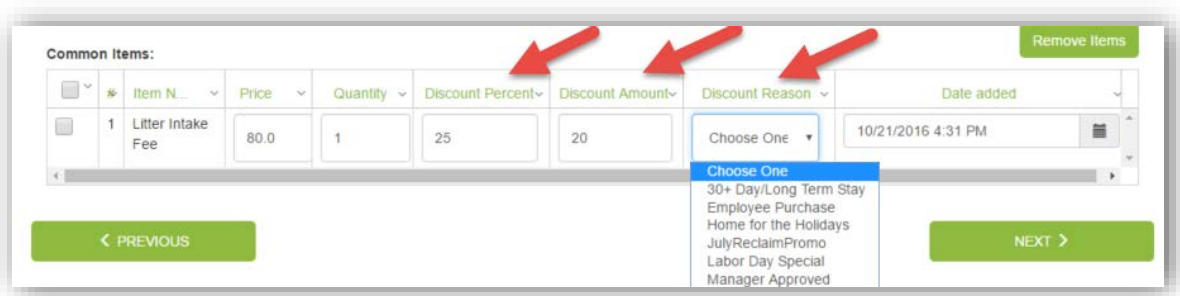
Vestafy also includes automated uploads of adoptable pets to Adopt-a-Pet. Adopt-a-Pet provides you with the option to further display your adoptable pets on their high-traffic partner websites: AllPaws, Dog.com, MightyDog.com, Overstock, PetHarbor (some restrictions), PetSmart Charities, ClassifiedAds.com, the LikeThat Pets App, Joyful Pets, Petstablished, and PawMyGosh.com. This allows you to expand the audience for your available pets without creating any additional work for your staff. As you update animal records in Vestafy, this triggers updates to Adopt-a-Pet.

Once a person is interested in an animal, custom integration could allow them to submit a form via the COA website. An “Applications to Review” dashboard could include pertinent information for the adoption counselor to be able to research and respond appropriately based on the organization’s policies and procedures. If the person is deemed unqualified to adopt, the reasons could be noted in an alert memo that pops up if the person’s record is accessed in Vestafy in the future (e.g. tries to adopt again).

Since all information will be stored in Vestafy, an animal view that shows all medical information, holds, memos, behavior information, etc. will be a convenient way for those involved in the process to locate and share appropriate details with the potential adopter. In a similar fashion, a patron view can also be accessed by the appropriate parties to determine the suitability of an adopter.

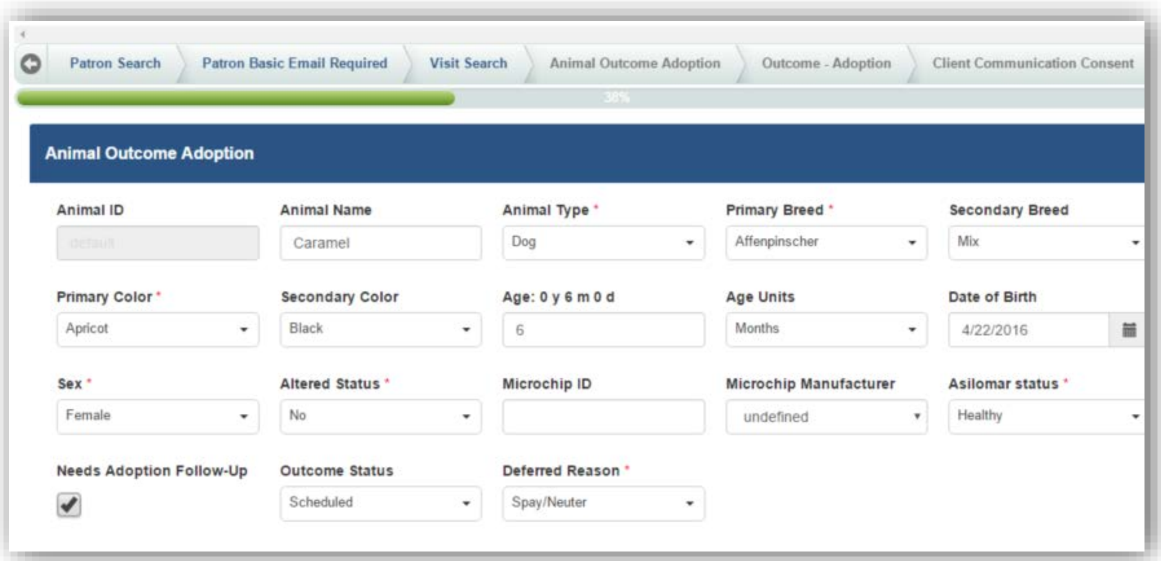


Vestafy can be configured to allow end users the ability to discount or even waive any fee that has been added to a workflow. The discount amount (percentage or dollar amount) and a discount reason can be provided. If an animal has a special consideration such as a sponsored adoption fee or medications that it must go home with, that information can be included in an alert memo so that the adoption counselor is informed/reminded as soon as the animal is pulled into the workflow.



Any medical form or behavioral waiver, adoption contract, medical summary, or other additional documents can be created and auto-populated with the patron and animal information. Vestafy offers electronic signature capture and the ability to email documents or photos directly to the client. Alternatively a link can be generated through which the documents can be accessed. The electronically signed contracts will be stored on the animal and/or patron record for future reference and can also thus be emailed again if the client misplaces their information.

Vestafy can be figured to handle deferred adoptions for those situations when an animal may be adopted but cannot yet be removed from the shelter e.g. if the animal is in need of spay/neuter or additional medical care. Vestafy can also be configured to trigger adoption follow up calls, if desired by the organization.



Manage Public Information Requests (PIR)

A Citizen contacts the Public Information Office (PIO) and requests information from/about Animal Services. The PIO enters the request into the IQ System, and contacts the Admin Personnel to let them know the information requested. The Admin Personnel runs reports and checks resources to determine what's required to fulfill the request. The labor requirements for the provisioning of the information is determined by the Admin Personnel and entered into the IQ System. The Admin Personnel then contacts the Citizen to determine if they are willing to pay whatever fees are necessary for the data production. If the Citizen wants to proceed, the Admin Personnel will either produce the data requested or engage CTM for fulfillment of the request. Once completed, the Admin Personnel emails the results to the Citizen. As a last step, the Admin Personnel will convert the reported information into a PDF file, and attach the PDF to the request record within the IQ System.

When a PIR request is submitted, it could be tracked via a simple workflow to record the patron information and any specifics on the request including labor requirements. The request could then be added to a dashboard for processing.

Vestafy includes a number of standard reports with filtering options, which could potentially address the request:

All Memo History
Animal Intake
Animal Intake Crosstab
Hills Adopter Export
Item Inventory
Kennel Card

- Animal Inventory w/Photos
- Animal Memo History
- Animal Outcome
- Animal Outcome Crosstab
- Balance Report
- Behavior Disclosures
- Cage/Treatment Card
- Cash Drawer Closing
- Contracts (Adoption, Owner Surrender, Stray and Foster)
- Controlled Substance
- Current Fosters
- Daily Cash Report
- Daily Deposit Sheet
- Euthanasia Report
- Field History Change Log
- Foster Crosstab
- Length of Stay (Animal, Location, and Stage)
- Location View
- Medical Conditions Crosstab
- Medical Disclosures
- Medical Summary
- Medical View
- Microchip & Promotion Forms
- Multi-Vaccination Certificate
- Petango Report
- Receipt
- Receipt Discount
- Receipt Items
- Receipt Report
- Receipt Revenue
- Shelter Animals Count
- Voided Receipts

If custom data is required, utilizing Crystal Reports (or any ODBC compliant report writer of your choice), the City can produce any report that is needed to comply with the Freedom of Information Act. Once the request is fulfilled, the report could be saved using document storage to the patron record, mailed to the patron as a PDF via document storage in Vestafy and then marked as completed. Any frequently requested information can be saved as a permanent report in Vestafy and re-used as necessary.

Manage Rescue Placement Use Case

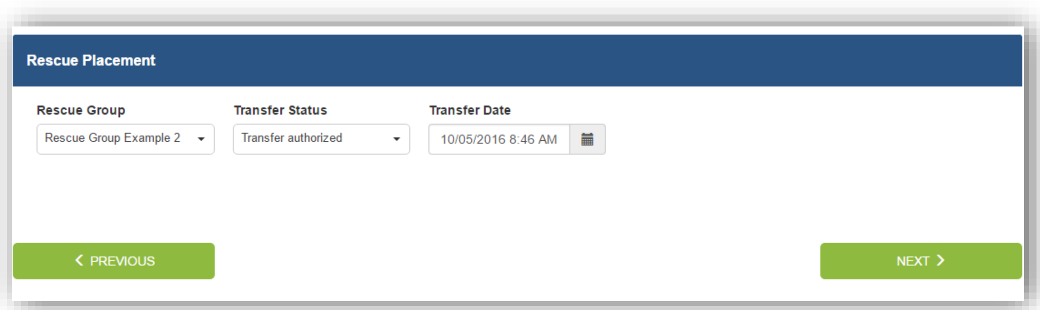
The Rescue Coordinator advertises animals available for placement within Rescue Groups affiliated with Animal Services. When a Rescue Organization responds with interest, the Animal Services Contact will arrange for the animal's placement. If the animal is old enough for spay/neuter and has no prohibitive health issues, the Animal Services Contact will make arrangements for the animal to get spay/neutered. They will communicate to the Rescue Organization when they should pick up the animal. If the age of the animal or health of the animal makes spay/neuter undesirable, the Animal Services Contact will create a vet-care letter outlining the timing for the animal's surgery, and instructions for any medications the animal may need. If the City of Austin Veterinarian dictates specific medication is needed for a preexisting condition, the Rescue Organization will sign the vet-care letter indicating they understand the requirements and timelines defined within the letter. Note: It is not uncommon for the Rescue Organization to be provided vouchers for grooming or boarding depending on the circumstances.

The Rescue Coordinator would indicate which animals are available for transfer to rescue and could schedule a report to run routinely (for example, daily or weekly) and be emailed automatically to rescue groups. Alternatively these animals could be listed on an “Available for Rescue” dashboard within Vestafy. Rescue groups could then be given secure logins and access only to those dashboards and information deemed appropriate by the organization. This allows Austin Animal Center to have the list of animals available for transfer automatically updated. For example, the dashboard filters could be set so that if an animal was outcomed in certain defined ways (such as adoption), it is automatically removed from the list. Rescue Groups would always see the most current information on the animal once they log into Vestafy. Rescues could indicate from the dashboard when they were interested in a particular animal.

Once an animal is requested, the process would be similar to sending an animal out to Foster. The dashboard would update to a transfer request form indicating the group requesting transfer, the proposed date of pickup and any other items as requested/required by the City.

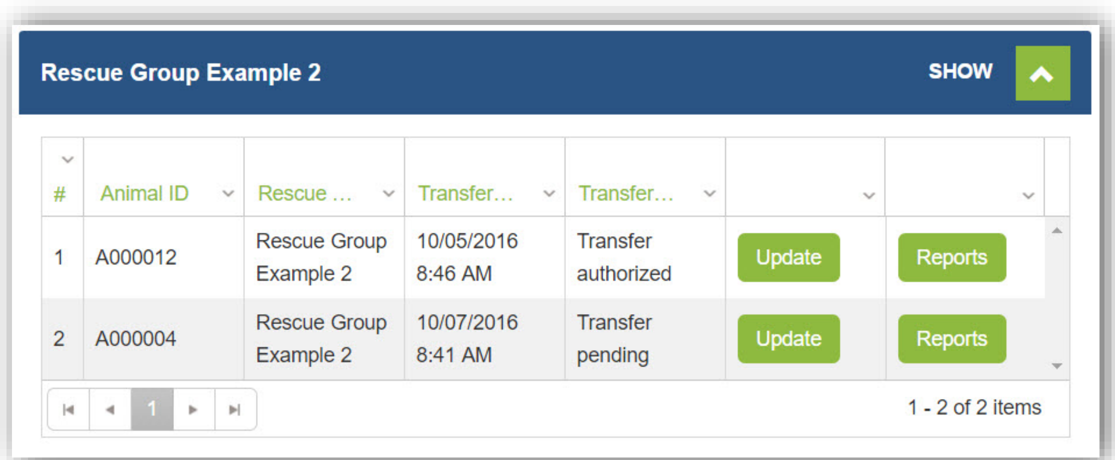
The Rescue Coordinator would then be able to review those requests and make the necessary arrangements. The Rescue Coordinator could have a workflow to schedule an animal for transfer which could then trigger the animal to be added to the medical team schedule for review before transfer.

Transfers and schedules can be managed with setting up forms and workflows in Vestafy. Basic scheduling is currently available in Vestafy and additional functionality is already in the development pipeline including an interactive calendar similar in functionality to Outlook.



Once a transfer is approved, rescue groups can be provided with a dashboard showing animals that they are approved to receive, along with the ability to download information about that animal. Alternatively, a single report could be created/emailed with pertinent information about all animals approved for transfer that day. This would allow Austin Animal Center to transfer animals out paperlessly. However at this time, Vestafy does not have the ability to electronically transfer animal records into other Pethealth shelters. This is on the development roadmap as a future feature.

Multiple panels can be added to any dashboard allowing the Rescue Coordinator easy access to a variety of filtered information (such as rescue group, transfer status, transfer date, etc.) in order to follow up appropriately throughout the process.



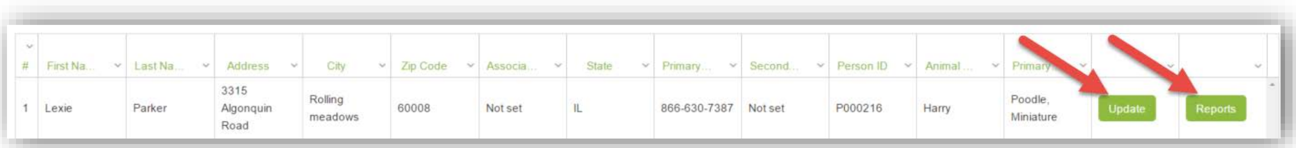
Manage Responsible Pet Owner (RPO) Clinic Use Case

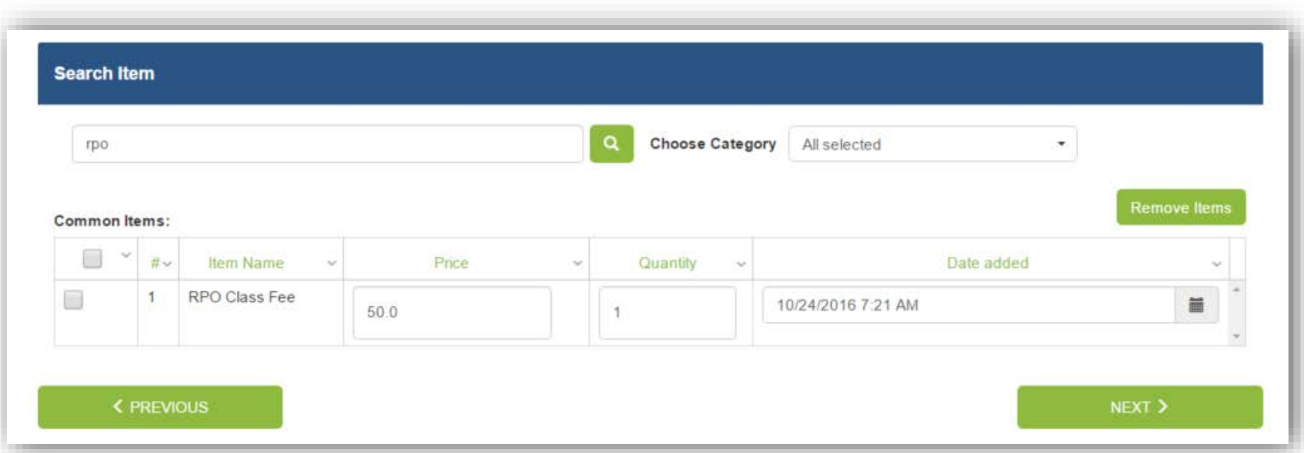
The Citizen comes into the Animal Services or accesses the system from the internet and signs up for a Responsible Pet Owner Class. On the day of the class, the Citizen, shows proof of rabies vaccination and/or court order documents, and pays the fee for the class. For citizens with a citation, the citation compliance date is they date by which they must attend the class. Traditionally, the class size is 10 people. The day of the class, the Outreach Education Team prints out the roster of who will be attending and Print Certificates (pre-printed with all the names of the people on the roster.) The Outreach Education team will setup the computer, check each person's ID, get each Citizen to sign the attendance roster and teach the presentation. Upon completion the Outreach Education team will hand out certificates to each attendee, and shred the certificates made for Citizens that didn't attend. Lastly, the Outreach Education Team accesses the system and records the Attendance date and time for each Citizen that attended.

The entire RPO process can be managed with workflows and dashboards in Vestafy. The integration of a class sign-up via the internet is a customization that could be explored in conjunction with the scheduling capabilities of Vestafy – this could allow people to sign up for classes based upon schedule availability.

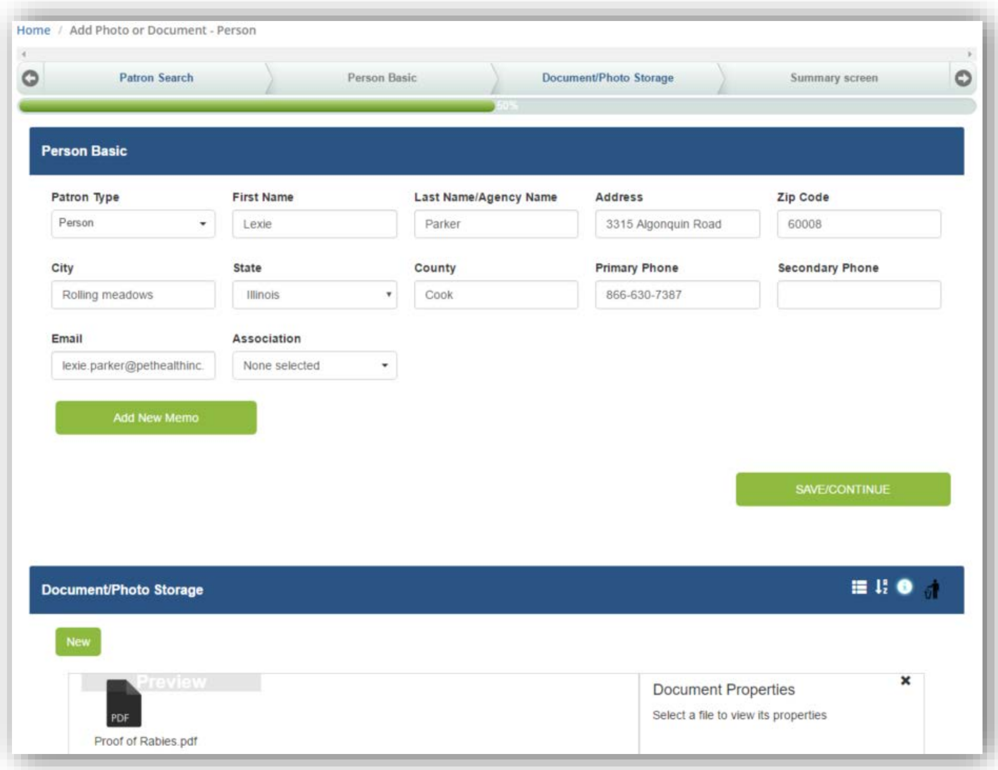
A dashboard would show the roster for each class which can then be used by the Outreach Education team to indicate who attended and who failed to attend. Those who failed to attend would be moved to another dashboard for later compliance follow up. Those who attended could be moved to a dashboard for the Animal Services Dispatcher to void the outstanding citation or indicate as waived due to compliance training. Vestafy can support an interface with the AIMS financial system to further streamline this process.

Receipts and certificates can be created and printed at the time of check-in, thus reducing waste.





The proof of rabies vaccination and/or court order documents can be scanned and uploaded to the patron’s record at the time of check-in and kept as part of the proof of compliance.



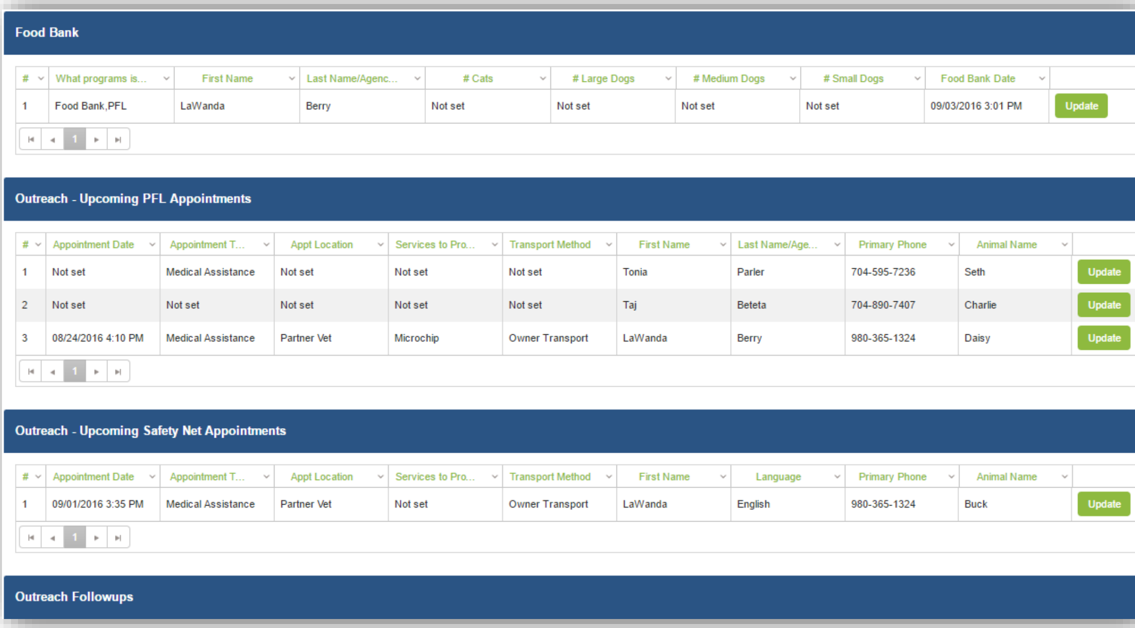
Manage Spay Neuter Outreach Services Use Case

An animal is identified as needing the Spay, Neuter, Outreach services. This is either from a customer request (animal discovered and they are temporarily caretaking), a mobile unit seeing the animal on the street, a field officer referral, or from a log of previous contact with a customer.) The Outreach Team reaches out to the customer and gets information related to the animal. If the customer can provide their own transportation for the animal, they are referred to a website with detailed information about Emancipet and their services. Otherwise, the Outreach Team creates an Activity on the system for pickup and return of the animal. Once created, the Outreach Team contacts the animal Services Dispatcher to indicate the start of an activity. The Outreach Team then goes to the address received from the Customer and picks up the animal and takes it to Emancipet. Once the surgery is done, if the owner can pick up the animal, they will. Otherwise the Outreach Team will go back to Emancipet and take the animal back to the customer. Once complete, they Outreach Team contacts Animal Services Dispatch to indicate they have completed the Activity. Once back on site, the Outreach Team accesses the system and updates the salient information about the engagement.

The Vestafy Administrator can create the fields, forms, workflows, panels and dashboards to help keep each phase of Spay/Neuter Outreach Services documented and on track. As a good example, the Humane Society of Charlotte has used Vestafy to create outreach workflows to manage their various programs such as Pets for Life and their Food Bank. The forms and workflows are already developed could be adapted for use with your process.

In the instance that citizens contact the City in need of services, those citizens along with animal information will be collected. Once the data is entered, these owners could pop up on the dashboard of the user responsible for contacting Emancipet or could generate a report to be sent to Emancipet, depending on what your operations require. If desired, COA could provide Emancipet personnel logins to limited areas of your Vestafy database so that surgical notes and other simple updates could be performed. Documents such as rabies vaccination and spay/neuter certificates could be generated quickly from the information recorded in Vestafy. Also, it would be possible to create a workflow with limited user access so that the Outreach Team is able to create their own activities and close them without going to the Animal Services Dispatch to perform those tasks.

The following is an example of a dashboard used to track food bank and Pets for Life clients who will be provided medical services. It allows the user to track the number of contacts, services requested, and all information needed to support such programs. The participation of each client at any mobile event can be tracked with a tablet or iPad.



Food Bank

#	What programs is...	First Name	Last Name/Agenc...	# Cats	# Large Dogs	# Medium Dogs	# Small Dogs	Food Bank Date	
1	Food Bank,PFL	LaWanda	Berry	Not set	Not set	Not set	Not set	09/03/2016 3:01 PM	Update

Outreach - Upcoming PFL Appointments

#	Appointment Date	Appointment T...	Appt Location	Services to Pro...	Transport Method	First Name	Last Name/Age...	Primary Phone	Animal Name	
1	Not set	Medical Assistance	Not set	Not set	Not set	Tonia	Parler	704-595-7236	Seth	Update
2	Not set	Not set	Not set	Not set	Not set	Taj	Beteta	704-890-7407	Charlie	Update
3	08/24/2016 4:10 PM	Medical Assistance	Partner Vet	Microchip	Owner Transport	LaWanda	Berry	980-365-1324	Daisy	Update

Outreach - Upcoming Safety Net Appointments

#	Appointment Date	Appointment T...	Appt Location	Services to Pro...	Transport Method	First Name	Language	Primary Phone	Animal Name	
1	09/01/2016 3:35 PM	Medical Assistance	Partner Vet	Not set	Owner Transport	LaWanda	English	980-365-1324	Buck	Update

Outreach Followups

Manage Volunteer Group One Time Visit Use Case

The Volunteer Group Contact accesses the Animal services Website and fills out a request for a one time volunteer group visit. The volunteer coordinator accesses the system and determines if this group has visited before. If they have, the new proposed dates are added to their record, otherwise a new record is created for the group. The Volunteer coordinator accesses GivePulse and posts a request for a "mentor" for the date(s) specified as potential dates of the visit by the Volunteer Group Contact. Once a Mentor is found, the Volunteer Coordinator sends email verifying the date chosen and updates the Volunteer Group's information on the system to reflect the agreed upon visit date. The Volunteer Group attends orientation and is led by the mentor through their visit. The Volunteer Coordinator will take a photograph of the group, attach it to their record in the system, as well as (later) post the picture to the City Of Austin's Animal Services Facebook Page. Lastly the Volunteer coordinator hands out Volunteer Applications to the group attendee's interested in pursuing volunteer engagements with Animal Services. The Volunteer Coordinator will send email after the group departs, thanking them for visiting.

Vestafy supports an interface to customized forms on the City's website. In this instance, the form could capture the three proposed visit dates, the company/organization, contact name, contact phone number, contact email and the size of the visiting group. Once this information is submitted on line, it would populate a dashboard signaling the need for your volunteer coordinator's review.

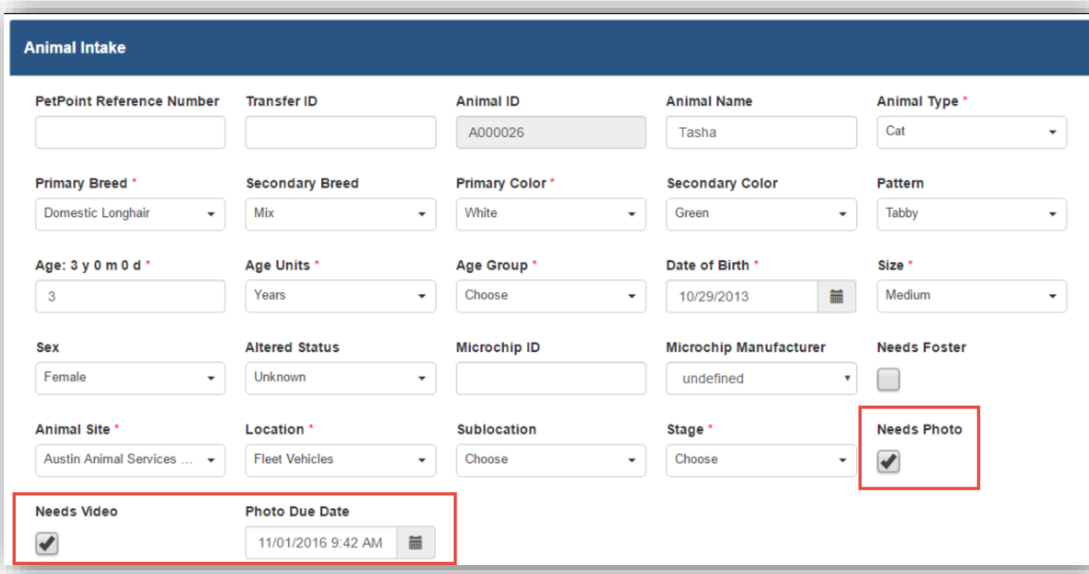
Information regarding liability waivers, volunteer training classes, etc. could all be attached per patron in Vestafy. With Vestafy's electronic signature capture all signed agreements could also be attached to the patron record via document/photo storage.

The volunteer coordinator could have a custom report which produces the thank you email including the names of those who participated, the tasks(s) performed, the number of volunteer hours recorded and any pictures that were captured as part of the event. This could then be emailed to the volunteer group coordinator.

<u>Manage Volunteer Photography Use Case</u>

A new animal arrives in the shelter. The Technician accesses the system and adds the animal's name to a list of animals needing to be photographed, maintained by the system. The Photography team accesses the system and generates a list of all animals to be photographed or videotaped. The List includes the animal ID, the Animal description, whether only a photo, or a photo and video are needed, and whether an additional volunteer is needed for pet handling during image capture (large dogs require a second volunteer.) If a second volunteer is necessary, the Photography teams accesses the GivePulse system and advertises for help. Once a second volunteer is found to help (if a second is needed), the photography team takes the photographs and video requested on the report, and edits the image capture. If video is taken, it is uploaded to a web resource for video accessible by the public (typically YouTube.) The Photography team gets the URL of the uploaded video, accesses the system and adds the URL for the video to the AnimalInfo Record. The photograph taken is uploaded to the system, and attached to the AnimalInfo Record. Alternatively, the photograph can be uploaded to an online web resource (like Instagram, Dropbox, Amazon Cloud, etc.) and the corresponding URL created is attached to the AnimalInfo record. Note: the system should accommodate multiple videos and multiple pictures for a single animal.

The animal record can be configured to include checkboxes indicating the need for photos or video, along with due dates.



The checkboxes and due dates would allow a custom dashboard that displays animals in need of a photo and/or video along with the date due. The Vestafy Administrator could create separate panels based on animal type, photo needed, photo and video needed, and then a panel for those animals that will require an additional volunteer. The volunteers can click the Update button to launch a form or short workflow indicating that the photo/video was captured. Because Vestafy is mobile friendly, these updates can easily be captured using a tablet or phone.

<u>Modify Fleet Driver Authorization Use Case</u>

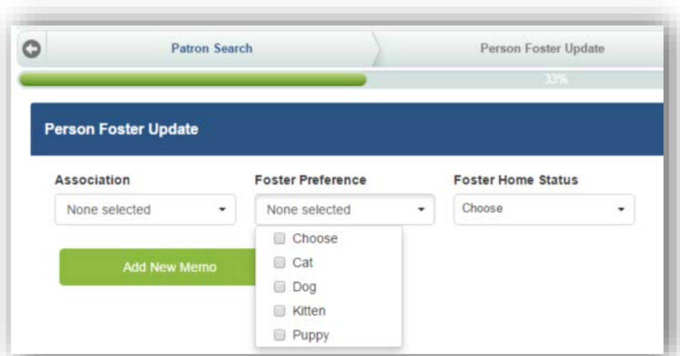
Once a month Human resources receives a report from the Texas Department of Defense with City of Austin Employees, and their respective driving points. HR will distribute this report to fleet managers within each department. he Executive Fleet Manager receives report and sends it to the Fleet Manager. The Fleet Manager accesses the system and restricts fleet usage for people the report indicates not allowed to use vehicles (based on department policy) and/or authorizes vehicle usage for employees whose points have expired.

Person records can be configured to capture the points or point status of employees in order to track who can or cannot be assigned a vehicle. With the business rule restrictions available on workflows, the Vestafy Administrator could block a person from being selected into a workflow that assigns vehicles to employees. If an employee cannot be selected, an error message would indicate why the employee couldn’t be selected. Reports can be autogenerated and emailed on a regular basis in Vestafy and such a report could be used to notify staff of vehicle assignments and/or their inability to reserve vehicles.

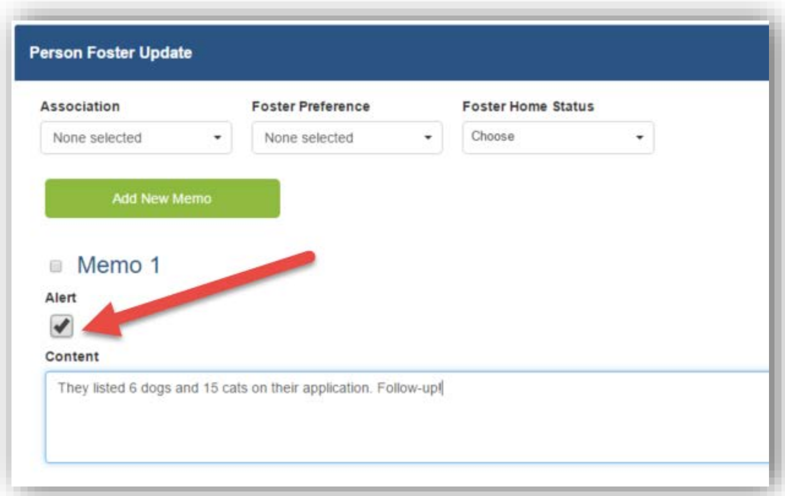
<u>Onboard Foster Care Provider Use Case</u>

Recruitment can happen via social media! A Citizen requests to be a Foster home. If they contact Customer Service, they are directed to an online form to complete. If on premises, they have an option to fill out a hard-copy application. The Foster Coordinator will transcribe the application, search and create a Person ID for the citizen (or locate their existing Person ID), and will enter the details of the application: name, phone, address, email, DOB, and application questions (household info, hours away, pets in home, types of animal interested in fostering, and previous experience). The information is reviewed. If any red flags are raised, the Foster Coordinator contacts the Citizen to discuss and clarify. If/when approved, the Citizen is sent a welcome email, which includes basic info and an attached manual (PDF). The email directs the Citizen to join a Yahoo! Group. (Thoughts: Perhaps use GivePulse for this in the future.)**

Vestafy allows for COA to simplify this process for staff by placing a customized form on the City’s website with all the required information. Alternatively, a specific login and workflow can be created within Vestafy for a potential foster parent to apply to be a foster. The foster questionnaire can be customized and a signed copy stored for historical purposes. Vestafy would automatically create the patron record via the workflow capturing the foster application information.



Once the application is submitted, the foster coordinator would receive an update to their dashboard indicating that there is a new potential foster home to evaluate. Any concerns can be recorded as a memo on either the foster record (where it can be hidden from those without a foster user role) or on the patron record. Throughout Vestafy, any memo can be made into an alert memo so that the next time that patron is searched and selected in the system, the alert memo will pop-up on the screen.



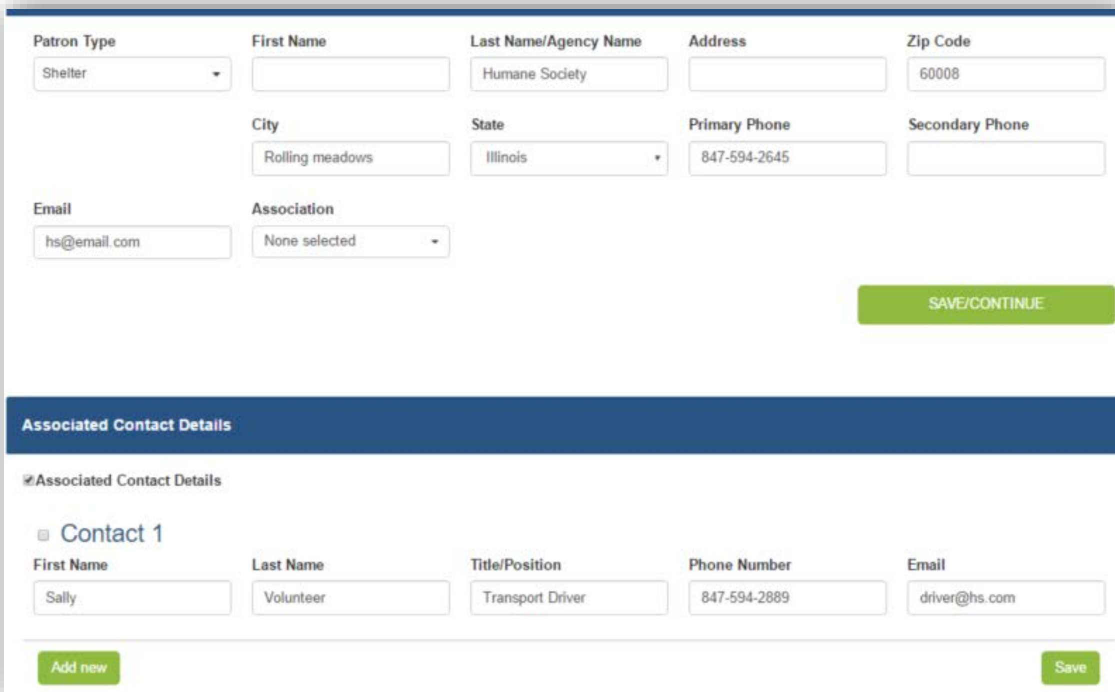
Additional follow-up that may be needed can be tracked with an additional form from the dashboard. A final approval or denial can then be noted in the system. Vestafy can generate an email to the new foster parent with instructions of when reports of available foster animals will be emailed and how to log into the Vestafy system to request a foster animal.

All access to Vestafy is controlled by user role so creating logins for foster parents would allow the password protection desired while limiting foster parent users to only the animals and relevant information. Because of these security features, rather than creating a website or relying on Yahoo Groups, a Vestafy dashboard could display the salient information on animals available to be fostered. Foster providers could view details and use a checkbox to request the foster assignment.

Onboard Rescue Partners Use Case

A Rescue Organization contacts the Austin Animal Center and voices interest in becoming a rescue partner. They are provided an application that they fill out. They are vetted by the Rescue Coordinator. If accepted, they are added to the system and sent a welcome letter. Lastly, the Rescue Coordinator adds the Rescue Organization to various email distribution lists ensuring they receive notification when animals of their interest are available.

This could best be managed the same way as onboarding a new Foster Care Provider. Vestafy allows for COA to simplify this process for staff through placing a customized form on the City's website with all the required information. Alternatively, a specific login and workflow can be created for a rescue to apply to become a rescue partner. The organization would even be able to upload all necessary documentation, references, and other application materials. Once completed, the rescue coordinator would receive an update to their dashboard indicating that there is a new potential rescue partner to evaluate. Vestafy would automatically create the patron record (agency or person and any associated contacts, such as transfer coordinators, could also be included) via the workflow.



A final approval or denial would be noted on each record, allowing the City to keep a searchable history of information on previous rescue applications. Once approved, the rescue partner could be given a login to Vestafy and access to a dashboard where they could track those animals deemed appropriate for transfer. In this way, their access to the database would be restricted to only what the City wants them to see but would also provide them with real-time access to the most up-to-date lists and information. A rescue partner could submit a request for an animal via the dashboard and indicate a proposed pick-up date. This would move the animal to the rescue coordinator's list to either approve or deny the transfer and the proposed transfer date/time. In addition, reports can be created to auto-generate and email to specific partners regarding animal types and specific breeds.

Onboard New Volunteer Use Case

A new Applicant accesses the Animal Services web site and applies to become a volunteer by filling out an online application. The Applicant provides personal information and is provided a Criminal NAD background check form to print, sign and return to Animal Services. The Applicant can mail or personally deliver the signed background check form to Animal Services. The Volunteer Coordinator accesses the system and checks to see if new Applicants have added applications. Once the signed background check authorization has been provided, the Volunteer Coordinator accesses the Background Check system (CBI) and enters the Applicant's information for validation. If the Applicant has lived outside of Texas anytime in the previous 10 years, they are required to additionally get their fingerprints checked. In this case, the Applicant is provided information about where the Finger Print Agency is, and the process by which the Applicant gets their finger print security check. The results of the fingerprint check are sent to the Department of Public Safety (DPS) and ultimately transferred to the City of Austin Criminal Background Check Database by COA Human resources. If results in the CBI database have not been updated for the Applicant after a week, the Volunteer Coordinator will send email to COA HR in an effort to expedite the request. If the Applicant fails the background check, the Volunteer Coordinator sends a rejection letter to the Applicant, otherwise the Applicant is sent an email inviting them to Orientation. At Orientation the Applicant chooses an initial preference (Dogs or Cats), and they are provided the standard Volunteer Packet. Additionally they are asked to complete and sign a Code of Conduct form, and if the Applicant desires off hours work, they are provided and asked to sign an Access Agreement. The Applicant is taught how to use the

GivePulse Time tracking system, and assigned a mentor. The Applicant and Volunteer Coordinator decided the first working day, which is coordinated with the Assigned Mentor (or if none is available, the Volunteer Coordinator.) The Applicant attends their first day of work, and then the Volunteer Coordinator has discuss with the mentor and applicant about their first shift at the Animal Shelter.

Vestafy allows for COA to simplify this process for staff through placing a customized form on the City's website to collect the necessary information. Alternatively, a specific login and workflow can be created for a potential volunteer. The volunteer applicant could complete the workflow and, if a scanned signature is allowed on the necessary background checks, these could even be uploaded, thus saving time in the overall process. Once an application has been completed, the volunteer coordinator can continue to monitor and add updates, such as the TCN, using the dashboard. All of the various preferences, checks, and information can be gathered using the appropriate forms and workflows as designed by your Vestafy Administrator. Form letters for both approvals and rejections could be created and personalized. All signed agreements and other documentation can be loaded to the patron record for easy monitoring and tracking.

Onboard Trapper Use Case

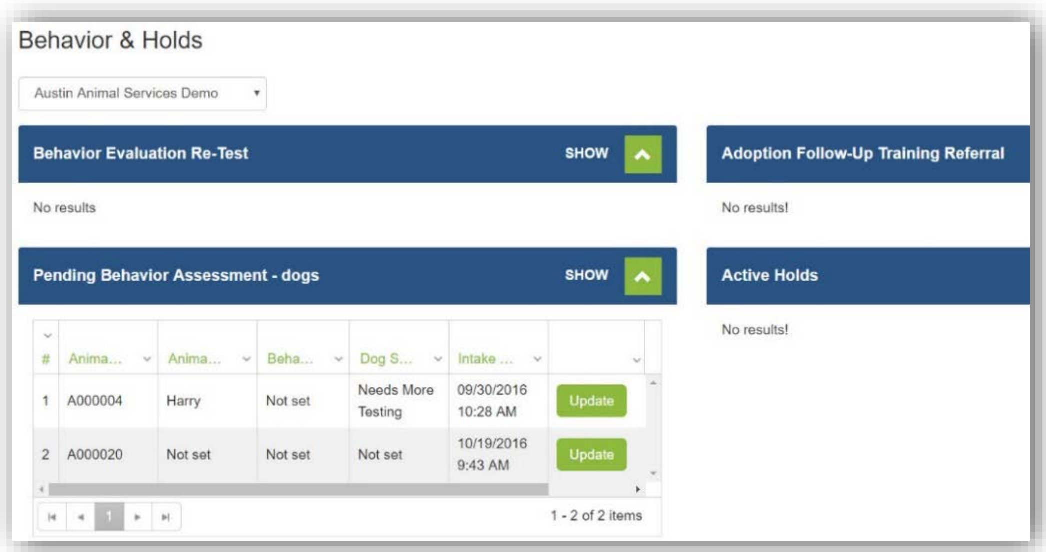
An Applicant either calls Animal Services or emails community cat's website, or accesses the Animal Services' website. If they have not accessed the website, they will be directed to do so and fill out an application. If an email was received, the outreach team will respond with an email and attach the application. The applicant can either email or return the application in person. The Outreach team checks to see if this applicant is already on the system (personid), and creates a person info record if they are not. The Outreach team sets up an orientation meeting. The applicant is sent "standards for conduct", and the "Standard Operating Procedures" that must be signed. The applicant is given access codes to the Animal Services Campus and the Mobile Mini. And then the Outreach team adds the applicant to GivePulse.

Vestafy can support an interface to a custom web application and/or a specific login and workflow can be created for onboarding a Trapper. Once completed, the Outreach Team would receive an update to their dashboard indicating that there is a new potential trapper. Vestafy would automatically create the patron record via the workflow. Once approved, the Trapper can be added to a list of approved trappers which could be monitored via dashboard. Once added to the dashboard, the Outreach team can reach out to arrange potential start dates, an orientation meeting and use the dashboard to mark completed when the trapper is approved. All signed agreements and other documentation can be loaded to the patron record for easy monitoring and tracking.

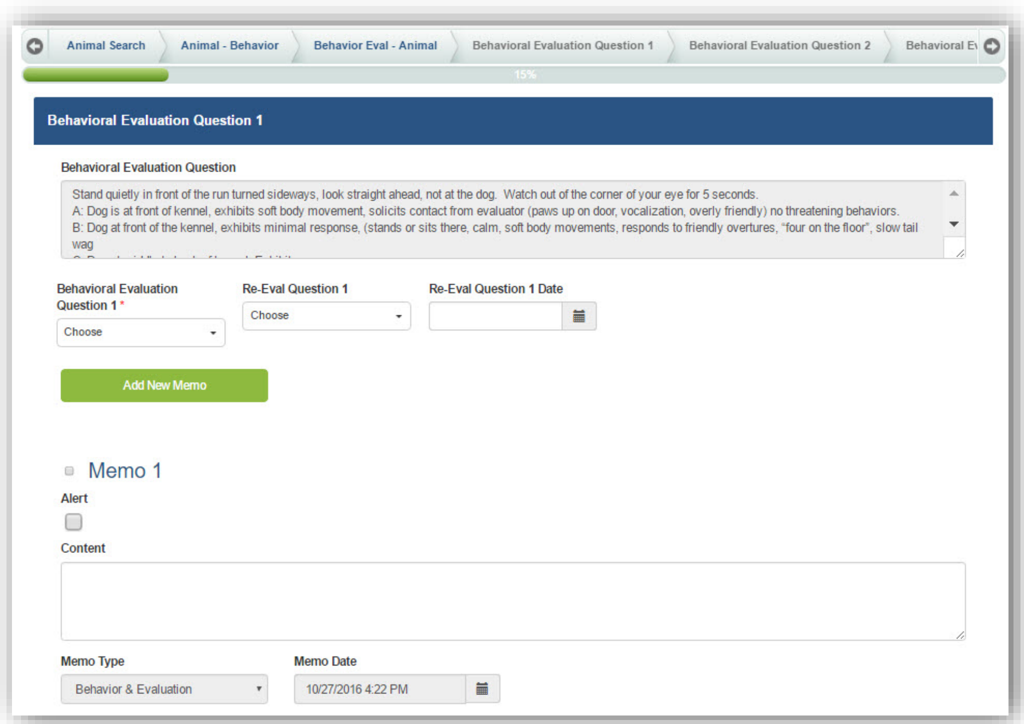
Perform Animal Behavior Assessment Use Case

The Behavior Team runs a report showing animal that needs assessment by the Behavior Team. Additionally, they run the Behavior Lock Report. Each animal on the list is evaluated to determine their adoptability and their social interaction skills. Given this assessment, the Behavior Team will take various courses of action from suggesting an animal stay or be removed from behavior modification training and service, to suggesting foster or rescue placement, to suggesting movement to Pets Alive, or even euthanasia. If an animal is deemed potentially harmful, it is designated as being on Behavioral Lock, and a physical lock is placed on the animal's cage. Once the evaluations are done, the Behavior Team uses the system to record the animal disposition and behavioral information within the AnimalInfo record. Additionally, the Behavior Team will placed corresponding colored dots on the animal's kennel, providing a visual cue to other Animal Services personnel pertaining to the animal's behavioral status.

Each phase of this multi-step process can be managed via the fully-customizable forms and workflows that Vestafy allows and by using panels and dashboards to help move the animal through the behavior assessment process. A dashboard could list animals in need of a behavior test and follow the animal through the process of recording behavior test results and recommended modification plans. The Behavior Team can add the pertinent data including day, time test performed and person who performed, test result(s), and any additional observations for each test so that you have complete data. This is completely customizable to your organization's needs.



The Match Up II (or any other) behavior test questions can be added into Vestafy, and the results collected using a tablet or phone. Each question can be assigned a Re-Evaluation date and the corresponding score collected. Memos can also be typed or "talked" into Vestafy using speech-to-text functionality on tablets/phones.



As part of the workflow, the behavior team can add an alert memo to an animal (which pop-ups when the animal record is selected). This would signal the need to check those animals for potential Behavior Lock which would add the animal to a Behavior Lock dashboard. Staff could confirm that a physical lock has been added to the animal's kennel, as appropriate.

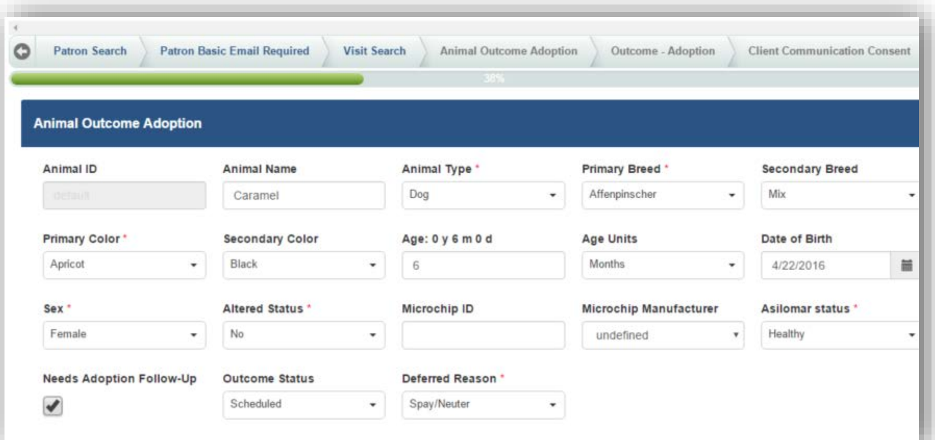
Recording the disposition of the animal would also be part of the workflow and would put the animal on the appropriate dashboards as the animal moves through the process. Asilomar status can be added to any animal form and made required, as needed, during any workflow. If a color printer is available, the kennel card could also be color coordinated to help give staff and volunteers a quick visual reference.

If the potential for euthanasia arises, this can trigger a separate workflow to ensure all proper protocols are followed, including meeting with the appropriate shelter management prior to moving forward. A complete record of all steps taken, all parties involved, and signed documentation can all be saved as part of the decision-making process.

Perform Spay Neuter Follow-up

Animal is adopted via the "Manage Pet Adoption" process, during which it is established if the animal needs sterilization. The Adoptee signs a Spay and Neuter Agreement when taking possession of the animal. The Admin Personnel uses the system to record this commitment. Weekly, Admin Personnel uses the system to generate reminder cards to be sent to Adoptees, and uses the system to generate a "weekly call list." The Admin Personnel attempts to contact each delinquent Adoptee, requesting proof of sterilization be provided. Based on the information/animal disposition communicated, the Admin Personnel will contact the Vet referenced to confirm the surgery. Monthly, the Admin Personnel uses the system to generate a report of all people who are delinquent by 30 days or more. The Admin Personnel constructs a certified letter to each delinquent Adoptee providing notification of the issuance of a citation after 10 days. The Admin Personnel invokes the Issue Citation process for all non-compliant Adoptees 10 business days after the certified letter has been sent. If the Adoptee provides verifiable confirmation of the animal being sterilized, it is recorded within the system, and the Manage Deposits process is used to either provide refund of deposits made during adoption or change the deposit to a donation. During this process, the Admin Personnel will record all attempts to contact Adoptee and all their conversations within the system.

During the adoption process, the adoption counselor could check a box indicating that spay/neuter follow-up would be needed for an animal and could even provide a date by which the surgery should be completed.



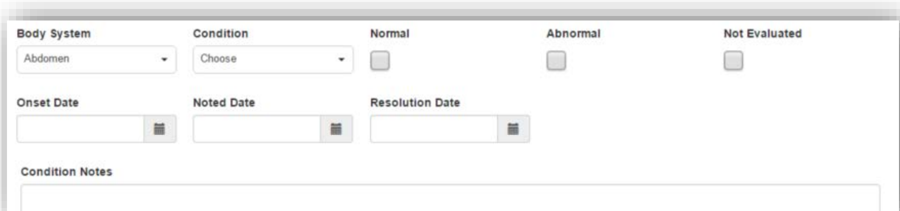
The spay/neuter agreement would be captured with electronic signature and document storage and linked to both the animal and the patron record. Next, a dashboard indicating the animals who require follow-up would be created and consulted to determine who is non-compliant. The workflow accessed by this dashboard would allow the admin personnel to record the date and type of communication and the result. Depending on the result, the animal may then be moved to another dashboard for follow-up with the veterinarian who performed the surgery. They can also record the final compliance (removing the animal from the dashboard) or extend the date, as needed.

A report could be generated indicating all those delinquent by 30 days or more. This report could generate a letter containing all of the necessary details regarding those who are non-compliant as well as produce mailing labels. A dashboard would help admin personnel create the necessary citations in an efficient manner. Once confirmation has been obtained, a dashboard for compliance would walk the admin personnel through recording this information and managing the deposit/donation process.

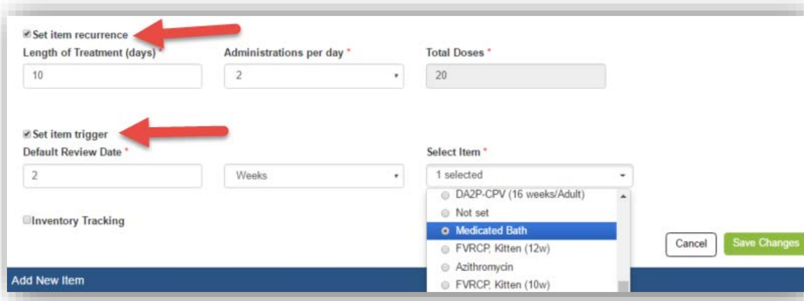
Perform Veterinary Services Use Case

Upon arrive the arriving animal is given a cursory examination by the technician and a decision is made about the animal. It is either in healthy condition, needs attention (but not an emergency), or needs immediate attention. Healthy Animals and non- emergency animals are examined by the Intake vaccinator, who will administer required vaccines and update the animal information in the system. In Emergency situations, the veterinarian is paged via the overhead paging system and the Vet performs an examination. In parallel, the Floating Technician examines the animal, searches for microchip, and updates animal information. Additionally the Floating Technician performs requested diagnostics and administers treatments as dictated by the vet. Then the Vet examines and evaluates the animal's condition for a period of time until they are well enough to be moved to general care. The technician then schedules for an animal to be moved... sometimes to general kennels, sometimes to rabies or worm quarantine areas. The Animal information is once again updated in the system to indicate the location of the animal. If the veterinarian has a scheduled appointment for animal evaluation, they will examine the animal, and a floating technician will perform any diagnostics required. If treatments are needed, the Veterinary will schedule them in the system.

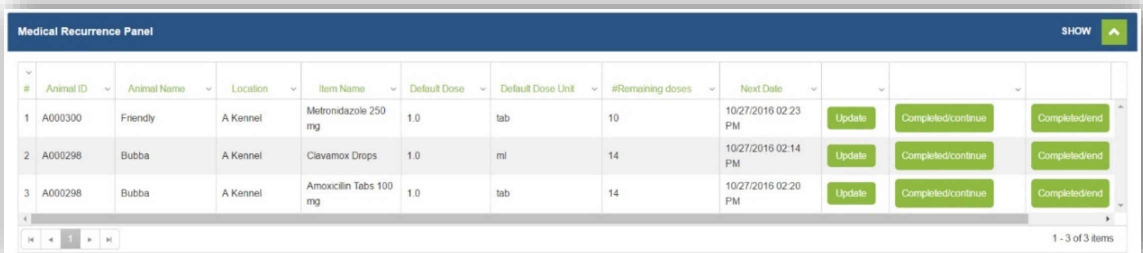
All exam information can be captured as outlined above for an animal including details of any abnormal results for any body part or system. Vestafy is able to capture medical conditions as well as any medications, vaccinations, procedures, or tests performed.



Additionally, items in Vestafy can be set up for recurrences (such as giving Clavamox 2 times per day for 10 days) and/or for a trigger (such as when I give heartworm preventive, schedule another preventive in 30 days).



With these recurrences and triggers, Vestafy can create a dashboard (filtered based on how your organization performs rounds) to make recording the completion of these items quick and easy. From the dashboard, users are even able to discontinue one medication and prescribe another (Update), indicate the next in the recurrence was given (Completed/continue), indicate if the medication was given but should be stopped (Completed/end) or print a new entity-related report for the kennel. Tablets or phones can be used to make updates while on rounds.



Additionally, an exam or surgery can be added to an animal just like any item and a date in the future selected. Dashboards can be created to display animals that are due (or even past due) for the scheduled exam and/or surgery. In a similar manner vet checks can be scheduled and the results entered all via dashboards.

Receive Drug Inventory Use Case

Boxes are received at the Animal Services facility. The Animal Services Administrator notifies the appropriate team members that drugs have been delivered to the facility. The Drug Receiver will open the box and store the medicines in their proper locations. If there is no Veterinarian available, and controlled substances have been delivered, the controlled substances are stored in a locked safe room until the Veterinarian can handle the controlled substance intake. Once the drugs have been verified, the Drug Receiver enters the receipt of the drugs into the system. For controlled substances a Veterinarian and another Drug Receiver must both be present, verify the drug storage, and then make entries into a DEA Log book (as required by law.) Once drugs have been added to the system and stored and logged, the Drug Receiver forwards the invoice to the Inventory Technician for reconciliation. NOTE: There is a desire to have barcodes of drugs programmed within the system, allowing for a single barcode scan to identify and the drug, automatically know quantity and dosage per item, and add the appropriate information to the system.

All items in Vestafy can be assigned a barcode in item setup and items can be searched based on barcode. However because controlled substances are highly regulated by DEA protocols and laws, our recommendation is to rely on a highly reputable company specifically focused on the development and support of drug inventory systems. An API to integrate with the selected drug inventory system could then be implemented to streamline processes.

Part IV: Program

Project Management Methodology

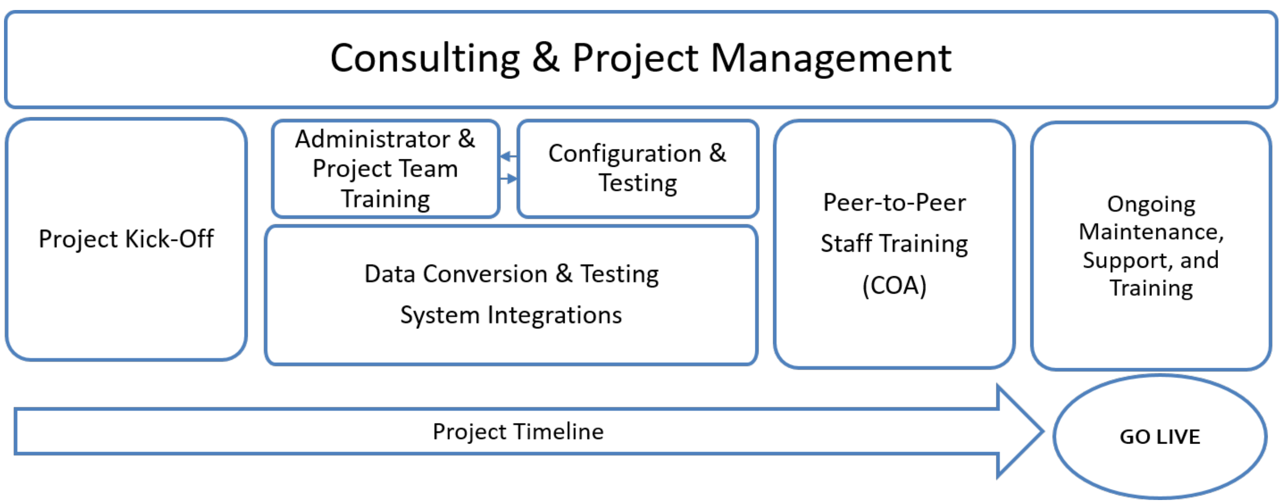
Trained administrators will be able to fully customize Vestafy to meet your unique needs down to the field level and update as your organization evolves protocols or processes.

Consulting and project management services will be provided throughout the duration of the project. The Engagement Consultant and Client Services Director will help coordinate the entire process throughout the setup, implementation, training, deployment and post go-live support.

The process is more fully described as:

1. Project Kick-Off
2. Administrator & Project Team Training
3. Configuration and Testing
4. Data Conversion and Testing
5. System Integrations
6. Peer-to-Peer Staff Training (conducted by COA)
7. System Go Live
8. Ongoing Maintenance and Technical Support

The project implementation process is depicted graphically below, followed by descriptions of each key activity we are proposing as part of this project:



We utilize standard project management tools and methodologies based on fundamentals of the Project Management Institute, including:

- Project Plan Document – SmartSheet is used to manage the project deliverables, issue logs, responsibilities, timelines, and milestones. This tool is web-based and can be accessed by those with login credentials to update as appropriate.
- Project Charter which outlines the overall goals and objectives for the project as well as the criteria for completion/acceptance
- Communication Protocols, including the escalation process
- User Acceptance Testing Plan
- Regularly scheduled project & milestone review meetings to discuss project status, including progress toward milestones, risks, deliverables, and adherence to planned budget. These meetings are also used to identify and resolve issues such as schedule slippage and development holdups.
- Weekly Project Status Reports and Milestone Reviews
- Meeting recaps
- Monthly Steering Committee Meetings (if desired by City)
- Other City-Specific requirements, if necessary (Confidentiality Agreement, Security Policy)

Project Kick-Off

The Pethealth team will hold a project Kick-Off meeting with the key City project team members. The key elements of the kick-off meeting will be to discuss, at minimum:

- Project Objectives
- Project Scope
- Project Methodology and Approach
- Team Members / Roles and Responsibilities
- Communication Plan
- Project Timeline
- Project Plan & Delivery Milestones
- Risk Management
- Issue Management and Escalation
- Change Request Process

Prior to the Kick-Off meeting, the Pethealth Project manager will interact with the City Project manager to finalize the agenda and attendee list.

Administrator & Project Team Training

The Vestafy team will create the initial database, which provides your team with access to standard Vestafy functionality. The initial Vestafy database will (at your option) include pre-configured workflows to be used as a starting point.

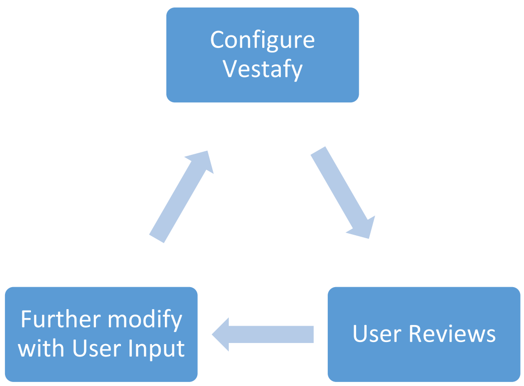
A specialist from our Engagement team will be assigned as the training lead and will continue in a support role post go-live. The Engagement Consultant will complete a survey designed to solicit details about your current operations and to identify opportunities for improvement. Together, the Pethealth & City project managers will agree to a training schedule that accommodates the schedules and availability of your team.

Assigned system administrators and a cross-functional project team will be trained in a workflow fashion. After each training session, administrators and project team members will be assigned configuration tasks to modify that particular Vestafy workflow to COA needs. This not only accomplishes the configuration tasks but ensures a deeper understanding of Vestafy (expert users) and transfers administrative control to the in-house COA team.

Training for the Vestafy system will include up to 40 hours of Engagement Consultant time to train Administrators on the core concepts of Vestafy and database structures, and how to use them for custom configuration. Administrators will also be provided with an introduction to standard reports included with Vestafy and how to modify them.

Configuration and Testing

After each training session, the software is configured by the City administrators and project team to meet the needs of Austin Animal Services Office. Software prototyping is an iterative process, and will require that the City project team provide input to ensure that the users' thoughts and direction are properly captured. The philosophy is to involve key users as early in the implementation process as possible to obtain user feedback and buy-in.



Data Conversion and Testing

The Pethealth team will provide data conversion services to import historic data from the current Chameleon system into Vestafy. The joint project team will review the historic data and determine which data should be mapped and how far back (months/years).

Pethealth offers two levels of Data Conversion Services:

- **Basic Data Conversion Services** - Includes animal, person, and visit information. Includes 20 hours of support from Engagement in mapping, troubleshooting, and three complete test runs of data.

- **Advanced Data Conversion Services** - Includes Basic plus any additional modules beyond intakes/outcomes. Includes 30 hours of support from Engagement in mapping, troubleshooting, and three complete test runs of data.

The City project team will need to provide direction as to the business rules for elimination of duplicate data. Representatives from the appropriate departments will be needed to assist in testing. Their assignments will vary based on what data is converted.

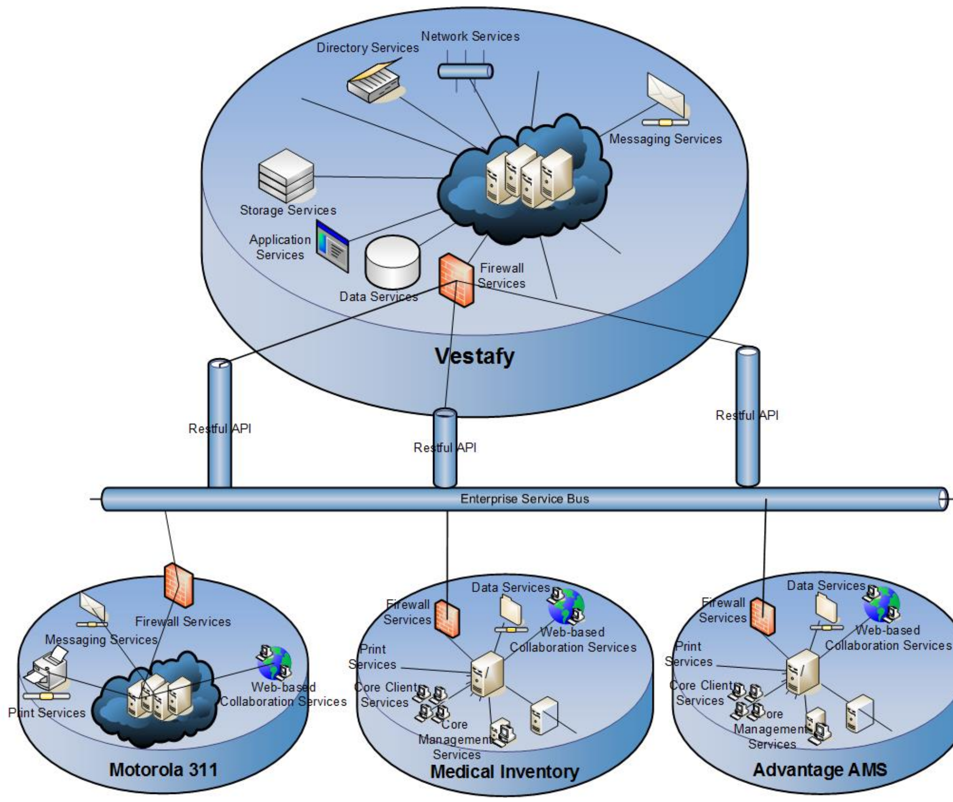
System Integration

Vestafy's open architecture supports each of the following integrations listed below. Please note that we will require collaboration with COA to determine the exact scope of each integration. The City has the option of utilizing Pethealth, its own IT staff, or a 3rd party to create system interfaces.

Proposed Interface	Comments
External 3rd party adoption services	Interfaces to Adopt-a-Pet and Petango are included as a standard service. In order to activate functionality, will require City to have an account with Adopt-a-Pet and provide designated FTP information from their account.
Interface to City Website for adoptable & featured pets	iFrame standard animal view provided – allows you to insert frame into website with limited configuration options. Included as a standard service. Web services ability available and provided at no additional cost which enables flexible configuration options but requires City IT resource to design, implement and support.
Citizen's Service Request (CSR) 311	311 Motorola already provides this service, will need to develop an Enterprise Service Bus architecture (if it does not already exist). ▪ Creation of cases ▪ Update of cases ▪ Creation of dispatch activity ▪ Bi-Directional integration
Straymapper.com replacement	We recommend interface to Google Maps. Functionality to match straymapper.com
Point of Sale to Financial System (AIMS)	Connect to the Advantage AMS API to transfer the financial data and receive confirmation token as a real time transaction
Finding Rover	Utilize the current Finding Rover API Architecture and map the data fields using web services. ▪ Comparing animals in the system to lost/found reports ▪ Notifying pet owners ▪ Bi-Directional integration
Drug Inventory Management system	Vestafy can integrate a 3rd party application as long as the application has an existing API. If the API is not present will need to work with the application provider to develop an API. Drug Inventory Management system is also likely address real time information to Federal Drug Enforcement Agency (FDEC) for Class 1 Schedule Drugs as well as automated barcode
Real time (two-way) interface to Austin Community Court	Vestafy can integrate a 3rd party application as long as the application has an existing API. If the API is not present will need to work with the application provider to develop an API.

The Pethealth development team approaches the integration of various data services using an Enterprise Service Bus Architecture. An Enterprise Service Bus (ESB) is an architecture based on set of rules and principles for integrating numerous applications together over a bus-like infrastructure. ESB architecture will enable users within COA to access various features of Vestafy and other data services offered by the City of Austin. The core concept of the ESB architecture is that you integrate different applications by putting a communication Bus between them and then enable each application to talk to the Bus. This decouples systems from each other, allowing them to communicate without dependency on or knowledge of other systems on the Bus.

The advantage of ESB is to move away from point-to-point integration, which becomes brittle and hard to manage over time. Point-to-point integration results in custom integration code being spread among applications with no central way to monitor or troubleshoot.



The following assumptions have been made about the system integrations listed above:

- City of Austin will be responsible for providing any details of web services or existing ESB infrastructure.
- Pethealth will only be responsible for hosting cost of Vestafy and COA will be responsible for any hosting costs for ESB architecture.
- The data integration architecture may not always support real time data synchronization and will be updated on a scheduled time or duration which will result in the delayed output.
- COA will be responsible for providing all required access to the database for integration purposes.

Peer-to-Peer Staff Training

Pethealth will provide Technical/Administrator training to a minimum of two Administrators and four staff. The trained staff will be considered “Vestafy Expert Users” who can assist with training of staff and provide invaluable support during system go-live. The balance of staff will be trained by COA employees using City-created SOPs/work instructions and on-the-job practice using test site. During the “on the job training”, the users will be given assignments relevant to their functional area to complete on the test site (for example, intake staff will practice the animal intake process whereas vet technicians will practice adding and completing vaccination records).

Documentation

Pethealth will deliver an Administrator User Guide that provides instruction on system configuration and maintenance. The guide will include:

- User Role definitions
- Basic administration management
- Data types, entities and categories
- Creating Fields and Forms
- Workflow configuration
- Creating custom panels and dashboards
- The manual will continually be expanded as more functionality is deployed

Vestafy truly becomes your database due to its ability to be fully customized to your needs. As such, it is the responsibility of COA to incorporate use of Vestafy into current Standard Operating Procedure and Work Instruction documentation. This documentation will then be used to train new staff members.

System Go Live Support

Prior to system go-live, a series of preparation meetings are conducted, which includes a walk-through of each Vestafy element to ensure all necessary configuration has been completed.

We will provide three Vestafy experts for two days of onsite go live support. These experts will be assigned to job shadow in key shelter functional areas and answer questions as they arise, as well as to address any data conversion issues.

Ongoing Maintenance & Support

The following support services are being proposed and are included in the overall cost of the proposal:

Premium Level III Support

Dedicated Engagement Consultant - The Engagement Consultant will get to know your organization and its specific use of Vestafy. The goal is to provide individualized software support management to address issues specific to your organization and discuss any issues you desire. Examples of services provided include admin or user training, custom report configuration, workflow or dashboard configuration, and custom integration development. The Engagement Consultant is available for 20 hours of consulting time each year; additional services can be purchased separately.

Online Vestafy Usage Assessment - The online assessment includes review of your current Vestafy database setup, a virtual meeting with staff to identify gaps in knowledge and usage, and a recommended goals and action plan for the upcoming year.

Technical Support During Normal Business Hours - Technical Support is available online and via email, phone or live chat from 7am to 7pm Central, Monday through Friday.

Emergency Technical Support During Non-Business Hours – 24 x 7 emergency phone support during non-business hours is available to address emergency situations. Emergency incidents are those incidents affecting Vestafy’s availability and operations. A designated phone line is available to Vestafy clients.

Response Times During Standard Support Hours - The Technical Support Team makes every effort to provide a response of resolution to all Emergency Support Incidents - regardless of contact method - within one hour during Standard Support Hours. This includes returning voice mails left on the Technical Support line. The Technical Support Team makes every effort to provide a timely response to all Non-Emergency Support Incidents. Technical support staff will respond with information on how-to’s and record corrections within one business day. They will respond with information on break/fix issues within four business hours. Whenever possible, the Technical Support Team will provided all required information within the initial response window, but additional communications may be required.

Response Times During Non-Business Hours - The Technical Support Team makes every effort to provide a response of resolution to all Emergency Support Incidents regardless of contact method within one hour during Emergency Support Hours. The Technical Support Team does not respond to Non-Emergency Support Incidents during Emergency Support Hours.

Availability: Vestafy will be made available twenty four (24) hours a day, seven (7) days a week, less downtime for network, hardware, or service maintenance; acts or omissions by City, failure of the Internet and/or public switched telephone network, or circumstances beyond our reasonable control.

Maintenance – Software Updates will be provided when available and include bug fixes, security updates, new features, enhancements to existing features, and/or performance enhancements to existing features. Updates will be installed by Pethealth staff or automated processes during standard deployment windows. Software updates do not include new programs or features, modules, or materials that are designated as new products or upgrades available for a separate license fee or payment.

Client Services Director - As a client of Pethealth you will receive at no extra monthly or annual fee, a designated Client Services Director who is based in Texas. Your Client Services Director is available for on-site training on the trial of insurance, microchip trends, microchip clinic sponsorships and latest product information. You may also elect optional training on the use of bar code scanners for efficiency within the organization and microchip readers for accuracy. This team member supports your organization with order placement for microchips and other Pethealth products. Most importantly, through the more than 1,200 daily users of our software, this representative is a connection between you and abundant resources in operations, funding, programs and even Vestafy workflows from other users. Our objective is to operate in a true partnership fashion to assist wherever possible in helping Animal Services achieve its goals.

Project Milestones & Timeline

Based on the current understanding of Scope of Work and dependent on COA project team availability, we are estimating approximately 4.5 to 6 months to configure Vestafy including data conversion. The system integration timelines will be generated upon finalization of work scope. The final project timelines and milestones will be jointly determined and agreed upon during the initial phase of the project.

Example of Vestafy Training and Implementation Approach

Task Name	Week	Assigned To
Go Live Plan - Austin Animal Center		
Planning		Joint Project Team
Kick-off Call	Week 1	
Ops Assessment - Modules Needed	Week 1	
Kick-off & Shadowing	Week 1	
Initial Calendar of Due Dates	Week 2	
Creation of "turnkey" database Training	Week 3	Pethealth
Overview explanation of spreadsheet, terms, overview, fields, forms and workflow. Setup project plan to determine targets and milestones	Week 3	Engagement Consultant
Creating Workflows	Week 4	Engagement Consultant
Meet to explain creating workflows	Week 4	Engagement Consultant
Create workflows for organization		COA Project Team
Review & Setup Case	Week 5	Engagement Consultant
Meet to discuss case	Week 5	Engagement Consultant
Create workflows for case		COA Project Team
Review & Setup Medical	Week 6	
Meet to discuss medical	Week 6	Engagement Consultant
Create workflows for medical		COA Project Team
Review & Setup Behavior	Week 7	
Meet to discuss behavior	Week 7	Engagement Consultant
Create workflows for behavior		COA Project Team
Review & Setup Foster	Week 8	
Meet to discuss foster	Week 8	Engagement Consultant
Create workflows for foster		COA Project Team
Review & Setup Other Activities	Week 9	
Meet to discuss other activities	Week 9	Engagement Consultant
Create workflows for other activities		COA Project Team
Review & Setup Lost/Found	Week 10	
Meet to discuss Lost/Found	Week 10	Engagement Consultant
Create workflows for Lost/Found		COA Project Team
Review & Setup Equipment Rental	Week 11	
Meet to discuss equipment rental	Week 11	Engagement Consultant
Create workflows for equipment rental		COA Project Team
Review & Setup Vouchers / Waivers	Week 12	
Meet to discuss vouchers / waivers	Week 12	Engagement Consultant
Create workflows for vouchers / waivers		COA Project Team
Review & Setup "Hotline"	Week 13	
Meet to discuss "hotline"	Week 13	Engagement Consultant
Create workflows for "hotline"		COA Project Team
Review documents and reports for basic Crystal functionality	Week 14	

Meet to discuss documents & reports Create workflows for documents & reports	Week 14	Engagement Consultant Client
"Behind the Scenes" work	Week 15	
Request / Create integration, web services for Adopt-a-Pet, Petango, microchip registration	Week 15	Engagement Consultant
Go-Live Plan and Checklist	Week 16	
Meet to discuss go-live plan and checklist - existing animal inventory, animal photos, turning on web services, how to handle medical, etc.	Week 16	Engagement Consultant
Prepare staff and clients for downtime / switchover	Week 17	Client
Go-Live with Vestafy!		

Example Data Conversion Approach

Task Name	Target Duration
Data Import	190d
Data Delivery	30d
Provided FTP site and Data template to client	1d
Client work with 3rd Party group to complete data file	30d
Templates Complete:	
Basics	
Medical	
Foster	
Data is Received in Template Format	1d
Data Validation	4d
Validation Script is Completed by QA	3d
Resubmission and Rerun as Needed	
Client Notification that File(s) Have Been Accepted	1d
Template Data Validation Complete	
Test Import	10d
Test Database Preparation is Completed	2d
Data Scripts are Run in Test Environment	5d
Test System is QA'd for Data Complete, Required Fields, Import Completion	2d
Notification of Test Data to Client	1d
Test Data Provided to Client	
Client Testing	90d
Run 1: Data Import Testing	
Client checks data in test system for accuracy	30d
Issues are Verified and Corrected	14d
Run 2: Data Import Testing	
Client checks data in test system for accuracy	30d
Issues are Verified and Corrected	14d
Sign Off of Test Data by Client	1d
Test Conversion is Complete	
Final Production Import (Go Live)	15d
Final Data Import is Scheduled	1d
Database Clean-up is performed	1d
Final Data is Imported into Production	5d
Notification of Final Conversion to Client	1d
Conversion is Complete	
Post-Conversion Clean-Up	21d
Issues are Identified and Submitted	10d
Issues are Verified and Corrected	10d
Sign Off of Conversion Completion by Client	1d

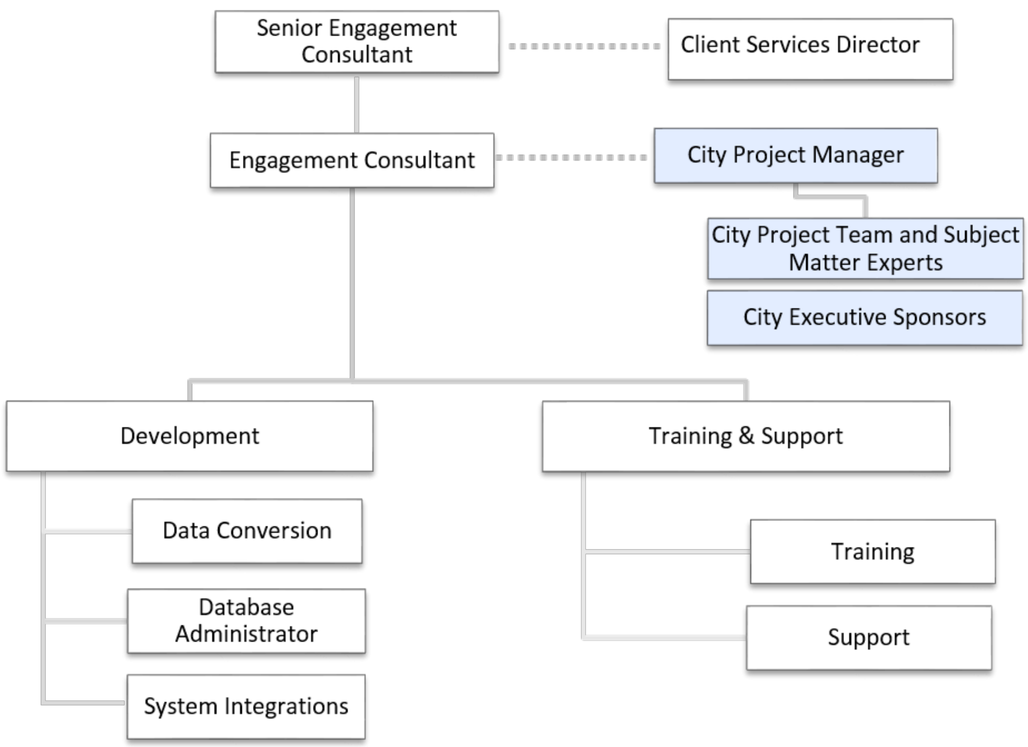
Part V: Project Management Structure

A successful project depends on communication between your stakeholders and the Pethealth Engagement Consultant to ensure proper setup and implementation, as well as documentation to be completed by City staff.

Pethealth will provide an Engagement Consultant, responsible for project management services, along with all of the project resources necessary for successful delivery of the configured Vestafy system. We will also assign a Senior Engagement Consultant, who has overall responsibility for the project and the Engagement Consultant's activities. Reporting to the Project Manager is a team of staff members with varying roles and responsibilities described below.

Proposed Project Structure

We encourage active teamwork throughout the implementation process and believe that this team communication will increase productivity, improve quality, and ensure that the project goals are achieved.



Senior Engagement Consultant (Project Director)
The Pethealth Senior Engagement Consultant (Project Director) is ultimately responsible for the completion of each component and deliverable of the project. The Project Director is responsible for achieving project milestones (timelines and budgets) and allocating project resources as required.

Client Services Director (Project Coordination)
The Client Services Director will ensure project coordination and support throughout setup, implementation, training and deployment The Client Services Director will work closely with the Engagement Consultant and will coordinate with the Senior Engagement Consultant as needed.

Engagement Consultant (Project Manager)
The Pethealth Engagement Consultant (Project Manager) serves as the main point-of-contact from a project execution perspective and is responsible for the day-to-day completion of project milestones and deliverables. The Engagement Consultant works with the City project manager to allocate project resources as required, and communicate project status to both the City and Pethealth project team members on a regular basis. The Project

Manager interfaces directly with the City Project Manager and reports to the Project Director.

Data Conversion Specialist
The data conversion expert works closely with the Engagement Consultant and project team members regarding data conversion, testing, and resolution of all related conversion issues.

System Integration Specialist
System Integration Specialist(s) have an in-depth technical understanding of Vestafy and the data transfer protocols being employed. The system integration team will work closely with the Engagement Consultant and project teams to define integration specifications, points of integration for transfer of data, creation of test plans, and final acceptance criteria.

City Project Manager
We recommend that the City assign its own Project Manager to serve as a day-to-day central point of contact, with decision-making authority over most operational aspects of the project (although significant decisions related to the overall scope, timeline, budget, and personnel may require input from other stakeholders).

City Project Team
The County should ideally provide 2 database / system administrators with an understanding and knowledge of the specific operational and reporting requirements, which will be necessary for successful project implementation.

IT resources will be required for hardware setup and configuration, system infrastructure, and other items necessary to software functionality. Once the software is in use, IT resources are helpful for creating ad-hoc reports and documents that may be identified by animal services or administration.

System administrators will be the primary points of contact for Pethealth and should plan to be up to 75% focused on data conversion and setup of the Vestafy database during the implementation period. Additionally, System Administrators will be responsible for managing the training of front line staff (end users).

Subject Matter Experts (SMEs) for each specialized module or area of business (i.e. Medical, Behavior, Foster, Intakes, Outcomes, Case/Field Services, etc.) are needed, and should expect about 20% of their time to be dedicated to providing input during initial Vestafy setup, training management and testing of converted data.

Front line staff (end users) should expect to dedicate 5-10% of their time during implementation to attend trainings and practice their skills.

City Executive Sponsors / Information Technology Representatives
The City may want to create an Executive Sponsor committee that includes representatives from the major stakeholders for the project, including IT. This team will receive regularly scheduled briefings from the project managers on the status of the project. The Executive Sponsors will contribute to the success of the project by:

- Providing overall direction to the project team
- Helping resolve major issues as they arise
- Communicating the status and content of the project internally to help ensure buy-in and commitment
- Directing the project to ensure that the system meets overall business and project objectives

Part VI: Prior Experience

Pethealth has more than 1,200 active clients using its animal welfare database management system, PetPoint. Vestafy is a leading edge solution designed for advanced animal welfare organizations seeking more control over their animal management system and reporting, as well as the ability to interface with other core business systems. A few organizations volunteered to serve as Beta customers and have successfully implemented Vestafy. Some areas of Vestafy are still under development but the solution is scheduled for an early 2017 market launch.

Beta # 1: Humane Society of Charlotte (Charlotte, North Carolina)	
Go Live date: August 2, 2016 Shelly Moore, President/CEO 2700 Toomey Avenue, Charlotte, NC 28203 Phone: (704) 377-0534 Email: smoore@humanecharlotte.org	Annual intakes of 4,000. Key workflows configured: basic shelter services, including intakes, outcomes, finance, medical, foster, admin and utility functionality, user and security settings, standard reports, and adoptable search
Beta # 2: Central California SPCA (Fresno, California)	
Go Live date: November 5, 2016 Walter Salvari, Operations Assistant 103 S Hughes Ave, Fresno, CA 93706 Phone: (559) 233-7722 Email: walter@ccspca.com	Annual intakes of 28,000 Key workflows configured: basic shelter services, including intakes, outcomes, finance, foster, admin and utility functionality, user and security settings, standard reports, and adoptable search, heavy medical entry, including wellness clinic, lost/found, basic humane investigation, behavior, scheduling, e-signature, full humane investigation, animal control functionality, licensing and Bluefin (credit card processing) integration
Beta # 3: SPCA Tampa Bay (Tampa, Florida)	
Scheduled Go Live date: January 9, 2016 Brent Bardell, Director of Operations 9099 130th Ave N, Largo, FL 33773 Phone: (727)586-3591 ext. 161 Email: BBardell@SPCATampaBay.org	Annual intakes of 10,000 Key workflows configured: basic shelter services, including intakes, outcomes, finance, foster, admin and utility functionality, user and security settings, standard reports, and adoptable search, heavy medical entry, including wellness clinic, lost/found, basic humane investigation, behavior, scheduling, e-signature

Part VIII: Local Business Presence

Pethealth Inc. does not currently operate an office or work with subcontractors located within the Austin Corporate City Limits.

The City of Austin Animal Services Office will be assigned a Client Services Director based in Dallas, Texas. The Client Services Director is available for complimentary on-site training on microchip quality and latest products, reader training for both uses of bar code scanners for efficiency and microchip readers for accuracy, trial of insurance training, support with order placement with microchips and other Pethealth products, as well as being a resource in animal welfare. Our objective is to operate in a true partnership fashion to assist wherever possible in helping the Animal Services Office achieve its goals.

Part IX: Proposal Acceptance Period

This proposal is valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date.

Part X: Proprietary Information

Document Page	Statement
Response to Technical Requirements & Technical Reference Models (Appendix B & C) (Page 59 - 67)	We expect the entire section to be held as confidential.
Personnel (Page 81 to 82)	We expect the entire section to be held as confidential.
601 Price Sheet (Page 87 to 89)	We expect the entire section to be held as confidential.

Part XI: Authorized Negotiator

The Authorized Negotiator able to negotiate Contract terms and render binding decisions on Contract matters on behalf of Pethealth Inc.:

Name: Michelle Cole
Title: Senior Vice President, Customer Success
Address: 710 Dorval Drive, Suite 700, Oakville, Ontario L6K 3V7 Canada
Office Phone: 905.339.4438
Mobile Phone: 416.998.5466
Email: michelle.cole@pethealthinc.com

ADDITIONAL CLARIFICATIONS/CHANGES 3.2.17

Per email dated 2.27.2017 from PetHealth, Inc.

1. PetHealth, Inc. will double the hours of implementation engagement from 40 hours (cost waived as part of the Vestafy launch) to 80 hours at no additional cost.

2. PetHealth, Inc. will provide two (2) staff for five (5) days on site during Vestafy go-live, at no additional cost.

At this time, the City of Austin will not opt-in to the Marketing Program but reserves the right to consider this program in the future.

City of Austin, Texas
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

(1) Not to engage in any discriminatory employment practice defined in this chapter.

(2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.

(4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.

(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their compliant, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filling. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 27th day of March, 2017

CONTRACTOR Authorized Signature

Title Vice President, Client Success

Roles-Based Access Control (RBAC)

1. **Please demonstrate the RBAC configuration process.**
   This demonstration was completed on February 15, 2017. The demonstration covered configuration of workflow user roles, dashboard user roles, and report user roles.

Point of Sale (POS)

1. **How will the POS terminal be configured?**
   a. Response: Shopping Cart, Checkout & Receipts

2. **What equipment is needed to read credit/debit cards and how will it integrate?**
   a. Response: Bluefin equipment - PAX S500 Device

3. **I would like to confirm if the Bluefin PAX S500 Device is a standalone credit card processing unit or if there is integration to the Vestafy application for the transactions. If integrated, how does it connect?**
   a. Response: Yes, the PAX S500 requires an integration with Vestafy at two levels:
      1. As the device itself is a payment gateway, the information of item/ payment object we select in Vestafy including the price is sent to the device and then device connects to the payconnex portal and the transaction is performed at the device level instead of a web portal. Once the transaction is completed, a confirmation is sent from the device to Vestafy and that is displayed as finished transaction on Vestafy with Bluefin specific confirmation details.
      2. The eSignature on the contracts are also integrated with Vestafy as this device also has the capacity of capturing eSignatures and transferring that information to Vestafy.

4. **Is the device connected to a PC via USB or is the network traffic sent from Azure to the device through Bluefin?**
   a. Response: Azure to the device through Bluefin.

Information Management

1. **How are records configured to be purged based on our records control schedule?**
   a. Response: Custom development would be required to build an Admin Console that meets the City's needs / legal requirements for purging & logging. Too many security issues are introduced by providing the City with direct DB access to purge and there wouldn't be logs of said activity. Until such time that an Admin Console might become available, Pethealth is willing to perform record purging services once per year as part of the annual Level III Premium Support package. The City would need to provide specific parameters for the record purges to Pethealth.

Integration Architecture

1. **21/56 "The system provides the ability to set up appropriate approval, audit trail, and reconciliation procedures for all inbound and outbound interfaces." How is this "Administrator Configured?"**
   a. Response: It is system configured. Complete log history – workflow changes, animal/person data, records, etc.

Security and Authentication

1. **42/58 "If applicable, the system provides adequate protection of data covered by regulatory or other compliance requirements (e.g., U.S. Health Insurance Portability and Accountability Act (HIPAA), Family Educational Rights and Privacy Act (FERPA), Payment Card Industry (PCI)." Response is "Not applicable." How is PCI-DSS achieved?**
    a. Response: Bluefin will be used for credit card processing. The way it is implemented removes Vestafy itself from PCI requirements as it's all Bluefin's systems handling that data. The other two regulations (HIPAA & FERPA) are not applicable if Vestafy is used as designed.

       Vestafy meets all 12 PCI DSS requirements:

       1. Install and maintain a firewall configuration to protect cardholder data
       2. Do not use vendor-supplied defaults for system passwords and other security parameters
       3. Protect stored cardholder data
       4. Encrypt transmission of cardholder data across open, public networks
       5. Use and regularly update anti-virus software on all systems commonly affected by malware
       6. Develop and maintain secure systems and applications
       7. Restrict access to cardholder data by business need-to-know
       8. Assign a unique ID to each person with computer access
       9. Restrict physical access to cardholder data
       10. Track and monitor all access to network resources and cardholder data
       11. Regularly test security systems and processes
       12. Maintain a policy that addresses information security

2. **43.2/59 "The system authenticates with multiple internal Microsoft Active Directories." RFP Response says "This can be done but not yet implemented." Does the application support ADFS from a single AD now?**
    a. Response: No, currently Active Directory isn't available but is tentatively on the development schedule for the 2nd half of 2017 (subject to change based on other priorities). This will become available to the City for no additional fee once completed.

3. **How do upper level administrators gain access to system audit logs for review?**
    a. UI view of log history. Log history table access via ODBC.

4. **84/91 (PII) Is there no 3rd party security assessment? This is in Azure**.
    a. Response: Azure incorporates controls that are aligned to the ISO/IEC 27018 code of practice for the protection of Personally Identifiable Information (PII) in public clouds acting as PII processors. A 3rd party security assessment is planned with the completion of the Vestafy beta program. Pethealth commits to completing said audit 60 days prior to the City's Vestafy go-live.

VESTAFY APPLICATION SERVICE PROVIDER AGREEMENT

This Application Service Provider Agreement (this "**Agreement**") is made and entered into as of Click or tap to enter a date., (the "**Effective Date**") by and between:

Pethealth Services (USA) Inc., 3315 Algonquin Road, Suite 450 Rolling Meadows, IL 60008 ("**Pethealth**")	-and-	City of Austin 1124 S. IH 35, Suite 300 Austin, TX 78704 (the "**Client**")

This Agreement governs the relationship between Pethealth and the Client and is entered into for Pethealth to provide the Client with access to software and services on an application service provider ("**ASP**") basis, pursuant to the terms and conditions described in this Agreement.

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, both parties agree as follows:

1. DEFINITIONS

The capitalized terms used in this Agreement shall have the meanings as defined below.

Additional Services: Means any services provided by Pethealth to the Client for an additional fee pursuant to this Agreement, including but not limited to database conversion, training, support and custom development additions.

Affiliate: Means a business entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the applicable Party.

Application: Means the general production version of the Vestafy Shelter Data Management Software, including all updates, improvements and enhancements.

ASP: Means application service provider and refers to Pethealth.

ASP Services: Means any services in relation to the Application provided by Pethealth to the Client pursuant to this Agreement.

Client: Means the entity named and entering into this Agreement with Pethealth.

Client's Data: Means the data entered into the Application by the Client.

Communications: Has the meaning given in Schedule C.

Confidential Information: Refers to the information the Parties may disclose or make available to one another in connection with this Agreement which is considered by the disclosing Party to be confidential or proprietary information about itself or its business, products or services. This includes, but is not limited to: (a) the terms of this Agreement; and (b) any other information, communication or data, in any form, including, but not limited to, oral, written, graphic or electronic forms, which the disclosing Party identifies as confidential or which is of such a nature that the receiving Party should reasonably understand that the disclosing Party desires to protect such information against unrestricted disclosure or use, including, without limitation, business information, financial data and marketing data.

Notwithstanding the foregoing, Confidential Information does not include information that is: (a) generally known in the public (other than through unauthorized disclosure); (b) rightfully in the receiving Party's possession prior to disclosure as evidenced by competent written proof; (c) independently developed by the receiving Party without reliance on or reference to the disclosing Party's Confidential Information; or (d) rightfully received by the receiving Party from a third party without a duty of confidentiality, provided that (i) the receiving Party has no knowledge that such information is subject to a confidentiality agreement and (ii) such information is not of a type or character that a reasonable person would have regarded it as confidential.

Consenting Parties: Has the meaning given in Schedule C.

Refers to any payments made by the Client to Pethealth in connection with this Agreement including, but not

Fee:	limited to, the Application onboarding fee and Additional Services fee(s).
Force Majeure:	Means a cause or event that is not reasonably foreseeable or not otherwise caused by or under the control of Pethealth including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, insurance regulatory and compliance acts, labor strikes or internet service provider failure or delay.
Party, Parties:	"Party" means either Pethealth or the Client, as applicable. "Parties" refers to Pethealth and the Client collectively.
Personnel:	Means the Affiliates of each Party, and the directors, officers, employees, agents, representatives, advisors and volunteers of each Party and their Affiliates, as applicable.
Pethealth:	Means Pethealth Services (USA) Inc., the Application Service Provider, an Illinois Corporation.
Pethealth Marketing Program:	Has the meaning given in Schedule B.
Proprietary Information:	Means any and all information relating to the Application and the ASP Services, including the databases, computer programs, screen formats, report formats, interactive design techniques, formulae, processes, systems, software, extended format reports and other information forming part of, relating to or made available as part of the Application and the ASP Services that is proprietary to Pethealth and/or its licensors and all related copyrights, trademarks, service marks, trade secrets, patents or other intellectual property and ownership rights of Pethealth or its subsidiaries and Affiliates and its relevant licensors.
Trial:	Has the meaning given in Schedule B.

2. CLIENT'S USE OF THE APPLICATION

2.1. **Right to Access and Use.** Subject to the terms and conditions of this Agreement, Pethealth grants the Client the right to use the Application on a remote basis through the ASP for the purpose of managing the Client's data and for related purposes relating to the management of customer data in the animal welfare industry. The Client is authorized to use all functionality and all configurations of the Application (including all updates) that are made available through the ASP or made generally available by Pethealth.

2.2. **Terms of Use.** The Client will not (a) make any ASP Service or content available to, or use any ASP Service or content for the benefit of, anyone other than the Client, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any ASP Service or content, or include any ASP Service or content in an ASP Service bureau or outsourcing offering, (c) use an ASP Service or third party application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use an ASP Service or third party application to store or transmit malicious code, (e) interfere with or disrupt the integrity or performance of any ASP Service or third-party data contained therein, (f) attempt to gain unauthorized access to any ASP Service or content or its related systems or networks, (g) permit direct or indirect access to or use of any ASP Service or content in a way that circumvents a contractual usage limit, or use any of Pethealth's ASP Services to access or use any of Pethealth's intellectual property except as permitted under this Agreement, (h) copy an ASP Service or any part, feature, function or user interface thereof, (i) copy content except as permitted, (j) frame or mirror any part of any ASP Service or content, other than framing on the Client's own intranets or otherwise for the Client's own internal business purposes, (k) access any ASP Service or content in order to build a competitive product or Service or to benchmark with a third party product or ASP Service, or (l) reverse engineer any ASP Service (to the extent such restriction is permitted by law). Any use of the ASP Services in breach of this Agreement by the Client that in Pethealth's judgment threatens the security, integrity or availability of Pethealth's ASP Services, may result in Pethealth's suspension of the ASP Services, however Pethealth will use commercially reasonable efforts under the circumstances to provide the Client with notice and an opportunity to remedy such violation or threat prior to such suspension.

2.3. **No Retained Rights.** The Client understands and agrees that their right to use the Application is provided on a limited, non-exclusive, non-transferable and revocable basis. In no event will the Client obtain or retain any other right of access or use or retain any right, title or interest, whether in the form of intellectual property or any other ownership rights or interests, in or to the Application (or any modifications, improvements, enhancements, upgrades or any derivative works based upon the Application).

2.4. **Pethealth Service Levels and Support.** Pethealth will use commercially reasonable efforts to make the Application available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Pethealth shall give advance electronic notice) and (b) any unavailability caused by a Force Majeure event. Pethealth will provide applicable support for the Application to the Client as specified in Schedule A. Upon request, Pethealth will provide to the Client a complete duplicate of the Client's Data in Microsoft Access format on a monthly basis.

3. THIRD PARTY PROVIDERS

3.1. **Third Party Services.** Pethealth or third parties may make available third-party products or services, including, for example, third party applications and implementation and other consulting services. Any acquisition by the Client of such products or services, and any exchange of data between the Client and any third party provider, product or service is solely between the Client and the applicable third party provider. Pethealth does not warrant or support third party products or services, whether or not they are designated by Pethealth as “certified” or otherwise, unless expressly provided otherwise.

3.2. **Data.** If the Client chooses to use a third party application with an ASP Service, the Client grants Pethealth permission to allow the third party application and its provider to access the Client’s Data as required for the interoperation of that third party application with the ASP Services. Pethealth is not responsible for any disclosure, modification or deletion of the Client’s Data resulting from access by such third party application or its provider.

3.3. **Integration.** The ASP Services may contain features designed to interoperate with third party applications. To use such features, the Client may be required to obtain access to such third party applications from its providers, and may be required to grant Pethealth access to the Client’s account(s) on such third party applications. Pethealth cannot guarantee the continued availability of such service features, and may cease providing them without entitling the Client to any refund, credit, or other compensation, if for example and without limitation, the provider of a third party application ceases to make the third party application available for interoperation with the corresponding service features in a manner acceptable to Pethealth.

4. PETHEALTH MARKETING PROGRAM

4.1. If the Client participates in the Pethealth Marketing Program as specified in Schedule B, Pethealth will provide: (a) a 30-day Trial of insurance where available to the Client’s new adopters; (b) a discounted price on the purchase of Pethealth microchips; and (c) the ability to earn up to $10,000 in annual marketing credits to be applied towards Pethealth microchip purchases.

5. FEES AND PAYMENT

5.1. **Currency.** Any references to monetary values made within this Agreement shall be denominated in the currency in use by the country where the Client is domiciled.

5.2. **Fees.** The Client shall pay Pethealth for all fees specified in Schedule A. Except as otherwise specified: (a) fees are based on the Application and the ASP Services purchased and not actual usage and (b) payment obligations are non-cancellable and fees paid are non-refundable.

5.3. **Invoicing and Payment.** The Client will provide Pethealth with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Pethealth. If the Client provides credit card information to Pethealth, the Client authorizes Pethealth to charge such credit card for all Fees set forth in Schedule A. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in Schedule D. If the Client specifies that payment will be by a method other than a credit card, Pethealth will invoice the Client in advance and otherwise in accordance with the agreed payment method. Unless otherwise stated, invoiced charges are due net thirty (30) days from the invoice date. The Client is responsible for providing complete and accurate billing and contact information to Pethealth and notifying Pethealth of any changes to such information.

5.4. **Overdue Charges.** If any invoiced amount is not received by Pethealth by the due date, then without limiting Pethealth’s rights or remedies, those charges may accrue late interest at the rate of 1.5% per month, compounded monthly, being 19.56% per cent per annum (or the highest rate permitted by law, if less).

5.5. **Suspension of Service and Acceleration.** If any amount owing by the Client under this or any other agreement for Pethealth services is thirty (30) or more days overdue (or ten (10) or more days overdue in the case of amounts the Client has authorized Pethealth to charge to its credit card), Pethealth may, without limiting Pethealth’s other rights and remedies, accelerate the Client’s unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Pethealth’s services to the Client until such amounts are paid in full. Other than for customers paying by credit card or direct debit whose payment has been declined, Pethealth will give the Client at least ten (10) days’ prior notice that the Client’s account is overdue before suspending services to the Client.

5.6. **Taxes.** The Client shall be responsible for any applicable sales, use, excise, value added, services, consumption or other tax that is assessed on the grant of the right to use the Application or any part of the provision of ASP Services or on any payments due to Pethealth under this Agreement.

6. PROPRIETARY RIGHTS

6.1. **Application and Proprietary Information.** The Client acknowledges that the Application and all Proprietary Information of Pethealth are and will at all times remain the sole and exclusive property of Pethealth or its licensors.

6.2. **Client's Data.** The Client shall retain sole ownership of all the Client's Data. Pethealth shall have the sole and exclusive right to use the Client's Data for the purpose of promoting, marketing and soliciting enrollment in Pethealth Inc. products and services, including, but not limited to, microchip, on-line adoptable pet promotion services and insurance products and services. In addition, the Client acknowledges that Pethealth may use the Client's Data for the purpose of data aggregation to form summary statistics used in industry reports and other industry related data reporting initiatives. Aggregate data obtained from the Client's operations used to form summary statistics will be combined with aggregate data obtained from other Application users and shall contain no information specifically identifying the Client or their operations. The Client agrees that such use by Pethealth shall not constitute a breach of the confidentiality provisions of this Agreement.

7. CONFIDENTIALITY

7.1. **Permitted Use.** Each Party will use Confidential Information received from the other Party solely for the purpose of rendering services pursuant to this Agreement or otherwise discharging its obligations hereunder and will take all reasonable precautions to ensure that it does not disclose to any third party such Confidential Information without the prior written consent of such other Party. Notwithstanding the foregoing, a Party may disclose such Confidential Information: (a) to its employees and agents, on a need-to-know basis, who are bound by obligations of non-disclosure and limited use at least as stringent as those contained within this Agreement; and (b) to the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body, upon reasonable notice to the other Party.

7.2. **General.** Each Party shall be responsible for any breach of the confidentiality provisions of this Agreement by its employees and agents. All Confidential Information will remain the sole property of the disclosing Party and no proprietary rights shall be granted to the counterparty by this Agreement or by disclosure of Confidential Information under this Agreement. Upon request by the disclosing Party, all Confidential Information must be promptly returned or destroyed. Notwithstanding the foregoing, Pethealth shall not be required to purge its computer archives. The confidentiality obligations with respect to any information that is not considered to be a "trade secret" under applicable law will expire three (3) years after the termination or expiration of this Agreement.

8. PUBLICITY

8.1. **Non-Advertisement.** Both Parties agree that they may not, without the written consent of the other Party:

a) Advertise or otherwise make known to others any information regarding this Agreement, including, but not limited to, any fee or commission arrangements;

b) Use any endorsement, quote or picture implying endorsement of the other Party or its Personnel in any advertising, sales promotion, press release or other public document; or

c) Use or display the name or mark(s) of the other Party.

8.2. **Exception.** Notwithstanding the foregoing, the Parties agree that either Party may display the name and marks of the other Party and it's Affiliates in its facilities (including any affiliate facilities and/or affiliate branches or clinics) and on their website for the purpose of the Pethealth Marketing Program.

9. WARRANTIES AND DISCLAIMERS

9.1. The Application is provided on an "as is, where is" basis, without any representation or warranty or condition of any kind under applicable law. Pethealth disclaims all conditions, terms, representations and warranties which have been express or implied, written or oral, statutory or otherwise, including, but not limited to, warranties of merchantability, quality, fitness, title or non-infringement.

10. MUTUAL INDEMNIFICATION

10.1. Indemnification by Pethealth. Pethealth shall indemnify and hold the Client harmless from and against any loss, damage, claim, cost, expense or other liability suffered or incurred by the Client as a result of any claim or cause of action by a third party arising out of or relating to any alleged infringement of copyright or any other property right arising out of the use of the Application and the ASP Services.

10.2. Indemnification by the Client. The Client shall indemnify and hold Pethealth harmless from and against any loss, damage, claim, cost, expense or other liability suffered or incurred by Pethealth as a result of any claim or cause of action by a third party arising out of or relating to: (a) the Client's use of the Application and the ASP Services, or (b) ownership or rights in any data received by Pethealth from the Client or any information derived therefrom.

10.3. Interpretation. For the purposes of this Section **Error! Reference source not found.**, references to each Party shall include each Party's respective Personnel.

11. LIMITATION OF LIABILITY

11.1. Limitation of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY THE CLIENT AND THEIR AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT THE CLIENT'S AND THEIR AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

11.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

12. TERM AND TERMINATION

12.1. Terms of Agreement. This Agreement commences on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated.

12.2. Termination for Cause. Either Party may terminate this Agreement for cause:

a) Upon thirty (30) days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period; or

b) Upon thirty (30) days written notice if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

12.3. Termination for Convenience. Either Party may terminate this Agreement without cause by providing sixty (60) days written notice to the other Party.

12.4. Refund or Payment upon Termination. If this Agreement is terminated by the Client in accordance with Section **Error! Reference source not found.**, Pethealth will refund the Client any prepaid fees covering the remainder of the term after the effective date of termination. If this Agreement is terminated by Pethealth in accordance with Section **Error! Reference source not found.**, the Client will pay any unpaid fees covering the remainder of the term. In no event will termination under Sections **Error! Reference source not found.** or **Error! Reference source not found.** relieve the Client of its obligation to pay any fees payable to Pethealth for the period prior to the effective date of termination.

12.5. Data Portability. After the termination of this Agreement, Pethealth will immediately shut off the Client's access to the Application. Upon request, Pethealth will provide the Client with a complete duplicate of the Client's Data in Microsoft Access Format.

13. CONSENT TO CONTACT

13.1. If the Client elects to participate in the Pethealth Marketing Program as specified in Section **Error! Reference source not found.** and Schedule B, then the Client shall also cooperate with Pethealth to collect and record the consent of third parties to receive further communications from Pethealth and its Affiliates, as specified in Schedule C.

14. GENERAL

14.1. **Relationship.** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

14.2. **Amendments.** This Agreement may not be amended except by the written agreement of the Parties substantially in the form attached as Schedule E. The terms and conditions outlined in the Schedules are subject to change and Pethealth will make commercially reasonable efforts to provide the Client with thirty (30) days' prior written notice of any intended changes. The Client's continued use of the Application and abidance of the revised terms and conditions after thirty (30) days means that the Client has accepted the revised terms and conditions.

14.3. **Assignment.** This Agreement may not be assigned by the Client without the prior written consent of Pethealth and any alleged assignments by the Client without Pethealth's prior written consent will be null and void. This Agreement will be binding on and exist to the benefit of both Parties, including their respective successors and permitted assigns.

14.4. **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Illinois and the applicable laws of the United States without regard to the conflicts of law principles.

14.5. **Severability.** If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms.

14.6. **Entire Agreement.** The entire relationship between Pethealth and the Client is governed by this Agreement, including all Schedules thereto and, if applicable, any amending agreement (including any additional Schedules that may form part of it) and replaces and terminates all prior oral or written agreements, arrangements or understandings between the Parties as of the Effective Date.

14.7. **Survival.** The obligations imposed by Sections 6, 7, 9, 10, 11, 12.4, 12.5 and 14 will remain in force after the termination of this Agreement.

[Remainder of page is intentionally left blank.]

By signing this Agreement, both Parties are entering into the Agreement as of the Effective Date and agree to the terms and conditions outlined within.

PETHEALTH:
Pethealth Services (USA) Inc.

Address:
3315 Algonquin Road Suite 450
Rolling Meadows, IL 60008

Telephone:
1-866-630-7387

Email:
info@vestafy.com

Name of Signer:

____

Signer's Title:

____

Signature:

____

Signer's Telephone:

1-866-630-7387 ext. ______________________________

Signer's Email:

____

Date:

____

CLIENT:

____

Billing Address:

____

____

Telephone:

____

Email:

____

Name of Signer:

____

Signer's Title:

____

Signature:

____

Signer's Telephone:

____

Signer's Email:

____

Date:

____

SCHEDULE A – Fees and Pricing

1. Vestafy Annual Software Subscription: The Client shall choose one (1) of the annual software subscription options and pay Pethealth the subscription fee as outlined below on an annual basis. A quarterly payment option is available, subject to a $250 service charge per payment. A $5,000 deposit is due on the Effective Date of this Agreement. The deposit will be applied to the first Vestafy software subscription fee payment which is due ninety (90) days from the Effective Date of this Agreement.

Price based on concurrent users:

a) $20,000 per annum (includes ten [10] users), and $1,000 per annum for additional users exceeding the ten (10) user limit.
b) $40,000 per annum for unlimited users.

2. Subscription Includes:

a) One application and database instance of Vestafy.
b) Hosting and file storage on Microsoft Azure.

3. Excess Data Fee: The Client shall receive one (1) terabyte of data storage; with an additional one (1) terabyte of storage if the Client chooses the unlimited users subscription option. Additional data can be purchased at a rate of $200 per terabyte, per annum.

4. Onboarding Fee: A one-time onboarding fee of $6,000 shall be paid by the Client to Pethealth at the commencement of this Agreement.

Included in the onboarding fee:

a) Project managed by Engagement Team Member consisting of a structured training and go-live plan with regularly scheduled meetings with the Client's staff.
b) Review the fundamental concepts of Vestafy, spreadsheets and how to use them for setup.
c) Assigned system administrators and a cross-functional project team will be trained in a workflow fashion. After each training session, administrators and project team members will be assigned configuration tasks to modify that particular Vestafy workflow to City needs.
d) Introduction to standard reports and how to modify them to fit the Client's needs.

5. Additional Services: Additional Services shall be offered and priced by separate Statement of Work. These services may include, but are not limited to data conversion, custom development, configuration, report building and end user training.

6. Microchip Registration Fee: The Client accepts that a $1 fee per microchip registration will be charged for any microchip electronically transferred to any lost pet recovery database, other than a Pethealth database, if the Client chooses to not participate in the Pethealth Marketing Program.

[Remainder of page is intentionally left blank.]

SCHEDULE B – Pethealth Marketing Program

At the Client's option, by initialing below and on Schedule C, the Client agrees to the following terms and conditions outlined in this Schedule B and Schedule C regarding the usage and promotion of Pethealth microchips, lost pet recovery services, insurance and adoptable animal services (together, the "**Pethealth Marketing Program"**).

1. Pethealth Microchip Program:

a) The Client shall exclusively purchase, use, recommend and promote Pethealth microchips and lost pet recovery services (currently branded as 24PetWatch) in their facilities (including any affiliate facilities, branches or clinics under the Client's control) for the implantation and identification of all canine and feline companion animals, as specified below.
b) The Client shall implant **all** canine and feline companion animals offered for adoption with a Pethealth microchip, unless such animal is already microchipped at time of intake. The Client shall also exclusively use Pethealth microchips for any implantation and identification of canine and feline companion animals in the communities serviced by the Client.
c) The Client shall register all microchips, regardless of brand, in the Pethealth microchip recovery program via the Vestafy Data Management System, including a valid email address and phone number from the owner or adopter, within 48 hours of receiving such information. The Client accepts that a fee will be payable to Pethealth to process non-Pethealth microchips.
d) The Client shall recommend and promote Pethealth microchips and lost pet recovery services (currently branded as 24PetWatch) to its affiliate facilities, branches, clinics, partners, including vendors, suppliers and other members of the animal welfare industry.
e) The Client shall not purchase, recommend or promote any competitor's microchip or lost pet recovery programs in their facilities (including any affiliate facilities, branches or clinics under the Client's control). Notwithstanding the foregoing, the Client shall not be required to implant a Pethealth microchip into canine and feline companion animals that have already been microchipped.

2. Pethealth Insurance Programs:

a) The Client shall promote Pethealth's insurance program (currently branded as 24PetWatch) to all new adopters and pet owners serviced by the Client, as specified below.
b) The Client shall offer all eligible adopters of canine and feline companion animals Pethealth's trial of insurance program (the "**Trial**", currently branded as the 24PetWatch Trial of Insurance), through Vestafy, except where the adopter refuses to accept the Trial. The Client shall inform all offerees that they must contact Pethealth in order to confirm the Trial and to receive coverage thereunder. The Client shall not offer any additional information or advice in respect of the terms and conditions of the Trial.
c) The Clients shall display Pethealth insurance marketing materials prominently at their premises and promote Pethealth insurance on their websites and online properties.

3. Adoptable Pet Promotion:

a) The Client shall post pets available for adoption on their website(s) using the Vestafy Adoptable Search API, which is provided as part of the Application. If the Client does not have a website, then the Client shall setup and maintain a homepage on Petango (www.petango.com) from within the Application. The setup of the Vestafy Adoptable Search Module and/or homepage on Petango must be completed within 14 days after the Client commences daily use of the Application.
b) The Client agrees that the format used to display animal data using the Vestafy Adoptable Search API and/or Petango cannot be altered by the Client. Pethealth may alter, change or modify the Vestafy Adoptable Search API, Petango and any related websites without prior notification. The Client acknowledges that the format used to display the animal data is owned by Pethealth and as such may contain messaging by Pethealth or third parties authorized by Pethealth.
c) The Client shall include on its website a hyperlink to the 24PetWatch website.
d) The Client shall inform Pethealth of marketing opportunities, including through the Client's shelter or rescue group, as applicable.
e) The Client shall allow Pethealth to use their name and logo in Pethealth marketing materials.

4. Marketing Credit:

In each quarter, in consideration for the Client's fulfillment of the above requirements for such quarter, as determined by Pethealth, acting reasonably, Pethealth shall: (a) offer the Client a discounted price on the purchase of Pethealth microchips; and (b) apply a quarterly credit in the amount of $1,000 per 500 Consent to Contact, as defined in Schedule C, to a maximum of $10,000 annually to the Client's account, which shall be applied against the purchase of Pethealth microchips.

CLIENT AGREES TO PARTICIPATE ________ (INITIALS)

SCHEDULE C – Collection of Consent

The Client or its Personnel shall solicit the consent of all adopters and any pet owner where a microchip has been implanted (the "**Consenting Parties**") to receive communications from Pethealth Inc. or its subsidiaries (the "**Communications"**).

In such instances, the Client agrees that:

a) The Client or its Personnel shall solicit each Consenting Party's express consent to receive the Communications.
b) In soliciting the consent described above, Client or its Personnel shall ensure that:
    i. the form of consent requires each Consenting Party to "opt-in" to (rather than "opt-out" of) providing its consent; and
    ii. each Consenting Party has an opportunity to decline or revoke its consent.
c) The Client will record each Consenting Party's consent (or lack thereof) in Vestafy in the appropriate consent fields.
d) The Client shall maintain any written or recorded evidence of each Consenting Party's consent (or lack thereof) and deliver such evidence to Pethealth immediately upon request.
e) At all times, the Parties shall treat all records and evidence of each Consenting Party's consent (or lack thereof) as Confidential Information.
f) At all times, the Client shall ensure that proper training is provided to all applicable Personnel in soliciting consent and in maintaining the records and evidence of each Consenting Party's consent (or lack thereof) as described in this Schedule C.
g) The Client shall adopt any other practices as requested by Pethealth to comply with applicable law (including, but not limited to, any applicable anti-spam legislation) in respect of the activities described in this Schedule C.

[Remainder of page is intentionally left blank.]

CLIENT AGREES TO PARTICIPATE ________ (INITIALS)

SCHEDULE E – Form of Amending Agreement

VESTAFY APPLICATION SERVICE PROVIDER AMENDING AGREEMENT

This Amending Agreement (the "**Amending Agreement**") is made and entered into as of Click or tap to enter a date. (the "**Effective Date**"), by and between:

Pethealth Services (USA) Inc., 3315 Algonquin Road, Suite 450 Rolling Meadows, IL 60008 ("**Pethealth**")	-and-	<City of Austin> <1124 S. IH 35, Suite 300> <Austin, TX 78704> (the "**Client**")

Both Parties entering into the Vestafy Application Service Provider Agreement dated as of Click or tap to enter a date. (the "**Agreement**") wish to amend the Agreement on the terms and conditions described in this Amending Agreement.

In consideration of the Parties agreeing to amend their obligation in the existing Agreement and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, both parties agree as follows:

1. Amendments

Original Provision	Amended Provision
[Original language of first provision to be amended]	*[Amended language of first provision to be amended]*
[Original language of second provision to be amended]	*[Amended language of second provision to be amended]*
etc.	*etc.*

2. No Other Change

Except as provided in this Amending Agreement, all of the terms and conditions of the Agreement remain unchanged and in full force and effect and will be read with this Amending Agreement.

3. Terminology

Capitalized terms not defined in this Amending Agreement shall have the meaning as described in the Agreement.

[Remainder of page intentionally left blank.]

By signing this Amending Agreement, both parties are entering into the Amending Agreement as of the Effective Date and agree to the terms and conditions outlined within.

PETHEALTH:
Pethealth Services (USA) Inc.

Address:
3315 Algonquin Road Suite 450
Rolling Meadows, IL 60008

Telephone:
1-866-630-7387

Email:
info@vestafy.com

Name of Signer:

____

Signer's Title:

____

Signature:

____

Signer's Telephone:

1-866-630-7387 ext. ____________________________

Signer's Email:

____

Date:

____

CLIENT:

____

Billing Address:

____

____

Telephone:

____

Email:

____

Name of Signer:

____

Signer's Title:

____

Signature:

____

Signer's Telephone:

____

Signer's Email:

____

Date:

____

STATEMENT OF WORK AGREEMENT

This Statement of Work Agreement (this "**SOW Agreement**") is made and entered into as of March 27, 2017, (the "**Effective Date**") by and between:

Pethealth Services (USA) Inc., 3315 Algonquin Road, Suite 450 Rolling Meadows, IL 60008 ("**Pethealth**")	-and-	City of Austin 1124 S. IH 35, Suite 300 Austin, TX 78704 (the "**Client**")

This SOW Agreement is entered into for Pethealth to provide the Client with additional services (the "**Services**") in exchange for a fee (if applicable) in relation to the Application Service Provider Agreement entered into by both Parties and dated as of Click or tap to enter a date. (the "**Agreement**"). The Services to be provided by Pethealth to the Client, including any applicable fees, shall be as outlined in Section 1. Services of this SOW Agreement.

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, both parties agree to as follows:

1. SERVICES

The Services to be provided by Pethealth to the Client are as outlined below:

1.1 ONBOARDING/IMPLEMENTATION SERVICES

☒ <u>Vestafy:</u> ***Required for New Clients***

- Project managed by Engagement Team Member consisting of a structured training and go-live plan with regularly scheduled meetings with the Client's staff.
- Review the fundamental concepts of Vestafy, spreadsheets and how to use them for setup.
- Assigned system administrators and a cross-functional project team will be trained in a workflow fashion. After each training session, administrators and project team members will be assigned configuration tasks to modify that particular Vestafy workflow to City needs.
- Introduction to standard reports and how to modify them to fit the Client's needs.

FEE: $6,000 one-time fee - WAIVED

☒ **Vestafy Launch – Special Offer**

- Up to forty (40) hours of Engagement Team Member time. – A $4,000 value - Fee WAIVED
- Five (5) day on-site visit with two (2) staff during go live. – A $25,000 value - Fee WAIVED
- One (1) Site Assessment/Survey as part of project kick-off. – A $1,000 value - Fee WAIVED

1.2 SOFTWARE SUPPORT

☒ <u>**Enhanced [Level II] Support:**</u> **(included with Vestafy)**

- Access to Training Center and webinars.
- Web form, phone and Live-Chat support.
- Four (4) hour initial response during business hours (Monday to Friday 8:00 a.m. to 8:00 p.m. EST).
- 24/7 emergency phone support**.** The Technical Support Team makes every effort to provide a response of resolution to all Emergency Support Incidents - regardless of contact method - within one hour during Standard Support Hours. The Technical Support Team does not respond to Non-Emergency Support Incidents during Emergency Support Hours. Emergency incidents are those incidents affecting Vestafy's availability and operations. A designated phone line is available to Vestafy clients.

FEE: Included with Vestafy Licenses

☒

Premium [Level III] Support: All items included in Enhanced Support plus:

- Dedicated representative to provide individualized technical support management based on experience with organization's processes (up to 10 hours per annum).
- Annual online site assessment of current operations and goals for the software, including project management and coordination of Premium Services with the Engagement Team and the Client. (Up to 10 hours for assessment collection, development, delivery and coordination).
- Up to 20 hours total of online engagement services per annum (see Section 1.3 Miscellaneous Services).

FEE: $4,500 per annum – WAIVED for Year 1

1.3 MISCELLANEOUS SERVICES

☒ **Advanced Data Conversion:**

- Includes Basic Data Conversion (animal, person, and visit information) plus any additional modules beyond intakes/outcomes.
- Thirty (30) hours of support from Engagement Team in mapping and troubleshooting.
- Three (3) complete test runs of data.

FEE: $30,000, one-time fee – Reduced to $15,000, one-time fee.

☒

Online Engagement Services:

- Onboarding support.
- Admin Training: PetPoint/Vestafy.
- User Training: PetPoint/Vestafy.
- Custom Report Configuration: PetPoint Enterprise/Vestafy.
- Workflows or Dashboard Configuration: Vestafy.
- Data Import: Vestafy.
- Custom Integration Development: Vestafy.
  - Provide up to twenty (20) hours of technical consulting to assist the Client (or 3rd party) in creating custom integrations.
  - Assist in prioritization and timelines for each integration based on any immediate and future needs of the Client.

FEE: ☐ $150 per hour, one time
☐ $1,250 (10-pack), one time
☒ $2,000 (20-pack), one time

2. MILESTONE DELIVERABLES

2.1 **Schedule.** The Parties agree to the following schedule and details (if applicable) for the Services to be completed by Pethealth for the Client. The payment frequency shall be as specified in Section 1. Services.

Service	Initial Delivery Date	Additional Details	Total Amount
Onboarding - Vestafy	TBD	- Pethealth will provide technical/administrator training to a minimum of two (2) Administrators and four (4) staff; the balance of staff will be trained by COA employees using Client-created SOPs/work instructions and on-the-job practice using test site. - Pethealth will deliver an Administrator User Guide that provides instruction on system configuration and maintenance; it is the Client's responsibility to incorporate use of Vestafy into current Standard Operating Procedure and Work Instruction documentation.	$0.00
Premium Support	TBD	- Full payment due in advance of each annual term.	$0.00 for

		- Initial term commences at date of Vestafy Go Live.	Year One. $4,500 per annum beginning in Year Two.
Advanced Data Conversion	TBD	- The Client's project team will need to provide direction as to the business rules for elimination of duplicate data. Representatives from the appropriate departments will be needed to assist in testing. Their assignments will vary based on what data is converted. - An initial payment of $3,750, or 25% of the total cost must be submitted to, and received by Pethealth to initiate the data conversion process. - Upon acceptance of the final Test Conversion, the Client is required to submit an additional $3,750, or 25% of the total cost. - The remaining balance, $7,500, shall then be paid in full no later than thirty (30) days after the completion of the data conversion by Pethealth.	$15,000
Online Engagement Services	TBD	- One (1) 20-pack package, totalling twenty (20) hours of services. - Full payment due in advance of 20-pack of online engagement service time.	$2,000

3. GENERAL

3.1 **Entire Agreement.** The entire relationship between Pethealth and the Client is governed by the Application Service Provider Agreement entered into between both parties, and this SOW Agreement and any work done hereunder shall be subject to the terms and conditions outlined and agreed upon in the Agreement.

[Remainder of page intentionally left blank.]

By signing this Agreement, both parties are entering into the Agreement as of the Effective Date and agree to the terms and conditions outlined within.

PETHEALTH:
Pethealth Services (USA) Inc.

Address:
3315 Algonquin Road, Suite 450
Rolling Meadows, IL 60008

Telephone:
1-866-630-7387

Email:
info@vestafy.com

Name of Signer:

____

Signer's Title:

____

Signature:

____

Signer's Telephone:

1-866-630-7387 ext. ____________________

Signer's Email:

____

Date:

____

CLIENT:

____

Billing Address:

____

____

Telephone:

____

Email:

____

Name of Signer:

____

Signer's Title:

____

Signature:

____

Signer's Telephone:

____

Signer's Email:

____

Date:

____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-178150

Date Filed:
03/14/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Pethealth Services (USA) Inc.
Rolling Meadows , IL United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin, Austin Animal Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

MA-5600- NA170000094
Animal Shelter Information Management System

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOT[illegible]

Sworn to and sub[illegible] by the said ____________, this the 16th day of March, 20 17, to certify which, witness my hand and seal of office.

HARPREET KAUR SIDHU
Barrister, Solicitor and Notary Public
PETHEALTH INC.
710 Dorval Drive, Suite 400
Oakville, Ontario, Canada
L6K 3V7

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath