



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

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CONCORD, NH 03302-1806  
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www.nh.gov/nhdod

Helen E. Hanks  
Commissioner

Robin H. Maddaus  
Director

42 m/c

August 17, 2021

His Excellency, Governor Christopher T. Sununu  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

1. Authorize the NH Department of Corrections (NHDOC) to accept and expend a Victim of Crime Act (VOCA) sub grant from the NH Department of Justice (NHDOJ), in the amount of \$58,764.00, to implement the Victim Information and Notification Everyday (VINE®) system effective upon Governor and Executive Council (G&C) through September 30, 2021. 100% Federal Grants to Other Agencies
2. Authorize, contingent upon approval of requested action #1, the NHDOC to enter into a sole source contract with APPRISS Inc. (VC# 253321), 9901 Linn Station Road, Suite 500, Louisville, KY 40223, in the amount of \$58,764.00, for VINE® services effective upon Governor and Executive Council (G&C) approval through June 30, 2022 with the option to renew for subsequent twelve (12) month periods subject to the continued availability of funds, mutual agreement between the parties and G&C approval. 100% Federal Grants to Other Agencies

Funds are to be budgeted in account, VOCA, Accounting Unit 02-46-46-465010-83380000 for Fiscal Year 2022.

Account	Description	FY 2022 Current Authorized	FY 2022 Requested Action	FY 2022 Adjusted Authorized
010-500100	Personal Services - Perm	252,150.00	-	252,150.00
020-500200	Current Expense	2,499.00	-	2,499.00
026-500251	Organizational Dues	300.00	-	300.00
039-500190	Telecommunications	3,018.00	-	3,018.00
040-500800	Indirect Costs	1.00	-	1.00
042-500560	Additional Fringe Benefits	7,941.00	-	7,941.00
050-500109	Personal Services - Temp	43,966.00	-	43,966.00
060-500601	Benefits	161,129.00	-	161,129.00
066-500554	Employee Training	550.00	-	550.00
070-500700	In-State Travel	851.00	-	851.00
080-500710	Out-of State Travel	5,043.00	-	5,043.00
102-500731	Contracts for Program Services	57,489.00	58,764.00	116,253.00
<b>Total Appropriation</b>		<b>534,937.00</b>	<b>58,764.00</b>	<b>593,701.00</b>
<b>Source of Funds</b>				
00D-488520	Interagency Transfer - Federal Funds	(534,937.00)	(58,764.00)	(593,701.00)
<b>Total Funds</b>		<b>(534,937.00)</b>	<b>(58,764.00)</b>	<b>(593,701.00)</b>

## EXPLANATION


This request is sole source as the NHDOJ awarded additional funding, in the amount of \$58,764.00, to the NH Department of Corrections (NHDOC) to implement a post-conviction automated victim notification system. The Department selected APPRISS Inc. as the sole source provider as the VINE® system is currently being used by the NH jail system and has become a critical component to county victim notifications. By partnering with APPRISS Inc., the State of NH will create a continuum of care by affording victims of crime and concerned individuals the opportunity of utilizing one seamless system.

VINE® is a system that allows victims of crime, survivors, general public, law enforcement and public servants, timely access to reliable information on incarcerated individuals in the United States jails and prisons. VINE® is a free, automatic telephone notification system that provides updated custody information through automated notifications by phone, e-mail text messages or text telephone devices (TTY). To receive anonymous notifications of individuals housed within a jail or correctional system, registrants can access VINE® through a statewide dedicated toll-free phone number, visiting [www.vinelink.com](http://www.vinelink.com) or using APPRISS's VINELink™ mobile app. Below is an abbreviated list of features of the standard VINE® and Enhanced VINE® product offering:

- Statewide dedicated VINE® toll-free phone line available 24/7/365;
- VINELink™ Mobile App – searchable public web based portal available 24/7/365 to afford registrants access to information through a secure web portal which publishes resident information via VINELink™ ([www.vinelink.com](http://www.vinelink.com));
- VINEWatch – a secure administrative web portal provided to administrators for the management of the VINE® program;
- live operator assistance, 24/7/365, with the option to speak to a sensitivity-trained VINE® Service Representative (VSR);
- dedicated support team and Client Relationship Manager (CRM);
- change support – converting data element preferences determined by the NHDOC through a secure file protocol to VINE® supported data element sets;
- managing systems, data, script changes and product enhancements; and
- Enhanced VINE® – product offering that goes beyond notifications by facilitating a greater degree of information sharing to improve data analytics and reporting capabilities.

As this technological solution provides information to an array of individuals, most importantly, it will empower survivors of crimes with updated custody status and case information they need to stay protected and maintain peace of mind; therefore your favorable consideration is appreciated.

Respectfully Submitted,

  
Helen E. Hanks  
Commissioner

**FORM NUMBER P-37 (version 12/11/2019)**

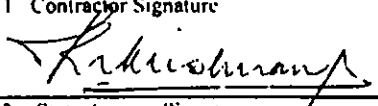
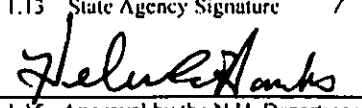
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.


**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address P.O. Box 1806 Concord, NH 03302	
1.3 Contractor Name APPRISS Inc.		1.4 Contractor Address 9901 Linn Station Road Suite 500 Louisville, KY 40223	
1.5 Contractor Phone Number 800-816-0491	1.6 Account Number 02-46-46-460510-83380000-102-500731	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$58,764.00
1.9 Contracting Officer for State Agency Nicole Kipphut		1.10 State Agency Telephone Number 603-271-4992	
1.11 Contractor Signature  Date: 8/13/21		1.12 Name and Title of Contractor Signatory Krishnan Sastry, President	
1.13 State Agency Signature  Date: 8/17/2021		1.14 Name and Title of State Agency Signatory Helen E. Hanks, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By: <i>Takhmina Rakhmatova</i> On: 8/17/2021			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

  
8/13/21

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

## Victim Information and Notification Everyday (VINE)® Services

This Agreement is between the State of New Hampshire, acting by and through the STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS ("State" or "~~Department~~"), 105 Pleasant Street, Concord, NH 03301 and APPRISS, Inc. ("~~Contractor~~"), a Delaware For Profit Corporation, 9901 Linn Station Road, Suite 500, Louisville, KY 40223.

WHEREAS, the State and the Contractor have agreed for the Contractor to provide Victim Information and Notification Everyday (VINE)® Services for the NH Department of Corrections (NHDOC).

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Agreement and set forth herein, the parties hereto agree as follows:

### EXHIBIT A

#### SPECIAL PROVISIONS

1. To amend the Personnel provision, 7.2, of the original P-37 contract, to read: "Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not knowingly hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement."
2. To amend the Event of Default/Remedies provision, 8.1.1, of the original P-37 contract, to read: "failure to perform the Services satisfactorily or on schedule in accordance with the State of NH Long Form Contract P-37 v. 12/11/2019 as modified by VINE® Services Exhibit A, VINE® Services Exhibit B & C, and VINE® Service Agreement."
3. To amend the Event of Default/Remedies provision, 8.2.3, of the original P-37 contract, to read: give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any direct damages the State suffers by reason of any Event of Default; and/or"
4. To amend the Termination provision, 9.2, of the original P-37 contract, last sentence to read: "In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than thirty (30) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 30 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement."
5. To amend the Data/Access/Confidentiality/Preservation provision by inserting 10.4, of the original P-37 contract, to read: "Notwithstanding the foregoing in this Section 10, Contractor may utilize data in accordance with Article VII of the VINE® Service Agreement incorporated herein."
6. To amend the Assignment/Delegation/Subcontracts provision, 12.1, of the original P-37 contract, to read: "The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall not constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor."
7. To amend the Indemnification provision, 13., of the original P-37 contract, to read: "Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all third party claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct, unless such act or omission of Contractor was due to the explicit instruction of the State or its authorized agents. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign

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Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability



immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement."

8. To amend the Insurance provision, 14.1.2, of the original P-37 contract, to read: "special cause of loss from covering all tangible property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property."
9. To amend the Insurance provision, 14.3, of the original P-37 contract, by changing the second to last sentence of the clause to read: "Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions."

## EXHIBIT B

### SCOPE OF SERVICES/SCOPE OF WORK (SOW)

#### 1. Purpose

The purpose of this Agreement is to provide VINE®/Enhanced VINE® services through the implementation of an automated victim's notification system which affords informational access to unified resources incorporating self-service functionality and providing the end user the flexibility to select preferred pathways to communication.

#### 2. Abstract

VINE®, a standard feature offering, is an automated victim information and notification system that lets victims of crime, survivors, witnesses, public citizens, program administrators/managers and service providers to search and obtain timely and reliable information regarding the custody status of a resident (offender) free of charge to registrants of VINE® services. Registrants can access VINE® through a statewide dedicated VINE® toll-free phone line available 24 hours/day, 7 days/week, and 365 days/year (24/7/365), visiting [www.vinelink.com](http://www.vinelink.com) or using the VINELink™ mobile app to anonymously check on a resident's status. In addition, registrants can receive automated notification status of a resident via the registrants' choice of notification format: e-mail, text or phone inclusive of text telephone (TTY/TDD) services for persons with a hearing or speech disability that is currently only offered in English.

#### 3. Solution

Enhanced VINE®, a technological advanced solution that will give crime victims complete control and a choice to identify and work collaboratively with victim service providers and allied professionals. Enhanced VINE® will be implemented through a secure file transfer protocol (SFTP), a network protocol that provides file access, file transfer and file management functionalities over any reliable data stream, based on the data preferences determined and provided by the NHDOD supported from the Department's Corrections Information System (CORIS) as a direct transfer of information.

#### 4. Term of Contract

The term shall be for the period beginning upon Governor and Executive Council (G&C) approval through June 30, 2022 with the option to renew for subsequent twelve (12) month periods subject to the continued availability of funds, mutual agreement between the parties and G&C approval.

4.1. Subsequent renewal periods will support recurring services.

#### 5. VINE® and Enhanced VINE® Product Offering

##### 5.1. VINE® Features

5.1.1. Statewide dedicated VINE® toll-free phone line available 24/7/365

5.1.2. VINELink™ – Dedicated public web based portal available 24/7/365 to afford registrants access to information through a secure web portal which publishes resident information via VINELink™ ([www.vinelink.com](http://www.vinelink.com)). VINELink™ is searchable by multiple criteria and system data elements that can accommodate and scale for increased traffic from multiple and simultaneous users. VINELink™ shall provide the following functionalities:

- Single on-line self-registration process
- Information inquiries
- NHDOD contact information
- Victim support and self-advocacy information

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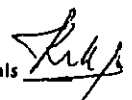
Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability



- Multi-language support
  - Website maintenance and routine updates of product offering and improvement
  - Secure authentication personal identification number (PIN)
- 5.1.3. **VINELink Mobile App** – Allow users to access information regarding VINE® via a mobile application including:
- Registration for notification
  - Up to date resident status
  - Resident search capabilities
  - Victim resources
- 5.1.4. **VINEWatch** – Secure, administrative web portal provided to administrators for the management of the VINE® program. VINEWatch is a permission security web site that allows users to access only information associated with their agency and role with functions activated based upon specific user needs. VINEWatch shall provide the following functionalities:
- Obtain administrative usage reports
  - Print notification letters
  - Look up resident status/victim registrations
  - Register victims for notification
  - Update registrations
  - Stop and cancel notification calls
  - Provide emergency override reporting
  - View notification content of delivered victim notifications
- 5.1.5. **Live Operator Assistance** – Through the VINE® toll-free phone number, callers have the option to speak to a sensitivity-trained VINE® Service Representative (VSR) that can provide assistance 24/7/365 locating a resident, registering for automated notification, and/or referring the victim to state agencies regarding additional concerns and information. Live Operator Assistance shall include the following functionality:
- Translation services for over one hundred ninety (190) different languages other than English
- 5.1.6. **Dedicated Support Team** – Live operator support consisting of qualified technical experts available 24/7/365 through APPRISS's Customer First Center (CFC) inclusive of a dedicated Client Relationship Manager (CRM) who shall serve as the primary point of contact for research and resolution of service interruptions to include:
- Research, troubleshooting or escalation of victim, NHDOC and VINE® related topics.
  - Quality Control Team and Support Team assignment upon determination of required escalation for research and resolution.
  - Assignment of a CRM to contact the designated NHDOC program manager of service interruptions through automated messaging.
- 5.1.7. **Change Support** – All work performed by APPRISS, Inc. mapping (converting) data element preferences determined and provided by the NHDOC to VINE® supported data elements sets for direct SFTP transfer of information including, but not limited to, set up, configuration, testing, documentation, reporting and change/modification requests is considered standard maintenance covered under this Agreement and any renewals thereof.
- After the initial VINE® implementation, if the NHDOC chooses to change CORIS to a new Offender Management System (OMS), any new system that is not supported by VINE® is not considered standard maintenance and is subject to the hourly rate for performance of additional services as noted in Exhibit C, Paragraph 5. Future Contractor Rates unless the new OMS is currently supported by VINE®, then the APPRISS fee will be waived.
  - Changes to a new OMS system not supported by VINE® will require an amendment to this Agreement or a new contract that is outside the scope of this Agreement.
- 5.1.8. **Notifications** – As changes occur to a resident's status, notifications are made to all registered individuals. Depending on the data preferences determined by the NHDOC and supported by CORIS, the following notifications are identified as notification deliverables in part for this Agreement:
- State Facility Name, Address, Phone Number
  - County Facility Name, Address, Phone Number
  - Administrative Home Confinement (AHC)
  - Maxed Out

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- Conditional Release
- Life Time Conditional Release
- Sentence Served
- Incarcerated Status
- Interstate Active Detainer
- Interstate Compact In
- Community Supervision (Monitoring)
- Probation/Parole Status
- Parole Status
- Revocation/Review/Disciplinary/Parole Hearing
- Reduction of Maximum Sentence
- Conditions Not Modified/Modified
- Hearing Continued
- Detention Extended/Not Extended
- Client Cancelled/Detained
- Parole Revoked/Not Revoked/Granted/Denied
- Secure Facility
- Community Location
- Other Jurisdiction
- Other
- Reconsideration Hearing
- Minimum/Minimum-Parole Violator (PV)
- Close/Close-PV
- Community
- Maximum/Maximum-PV
- Medium/Medium – PV
- Unclassified
- Escape/Return from Escape
- Work Release
- Transfer
- Death

5.1.8.1. Phone Notification, Calling Pattern – Notification calls are made every thirty (30) minutes until the call is answered by a live representative or by an automated phone system. Once answered, the notification call will continue every two (2) hours until a PIN is entered, confirming receipt by the appropriate recipient and with an overall call pattern of twenty-four (24) hours.

5.1.8.2. Four-digit PIN – To authenticate or identify a user to the system, allow secure access for registrants, through the self-selection and registration process and confirm receipt of a notification. Registrants can update their PIN any time via [www.vinelink.com](http://www.vinelink.com).

5.1.8.3. Delivery Method for Notifications:

- Phone – Telephone notifications can be delivered to any direct dial number (e.g., home, work and or cell).
- E-Mail – Initiated at the time of the event change
- SMS (Text Messages) – Initiated at the time of the event change
- TTY/TDD – A user can be registered to be notified via a TTY device with outbound notifications automated to communicate with the TTY device. A nationwide toll-free number for TTY devices is available for this option with this service only currently offered in English.

5.1.8.4. Additional Notifications: Future additional notifications determined by the NHDOC not named in subparagraph 5.1.8. can be added as notifications by APPRISS and shall be considered standard maintenance covered under this Agreement at no additional cost to the NHDOC and any renewals thereof, as long as data interface modifications are not required.

5.1.9. Monitoring of Systems and Agency Data – Monitoring capabilities of agency data include analytical tools, internal tools and resynchronization of data. Analytical tools maintain tighter controls in

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collecting data, capturing errors and monitoring changes in data transmitted to the VINE system. Internal tools provide operational business intelligence and remote monitoring by evaluating each system for events, warnings and alarms and generating support tickets to assign escalation actions. Resynchronization (automated or manual reconciliation) of data to occur on a schedule agreed upon between the parties.

- 5.1.10. **Script Changes** – APPRISS approved modifications to the wording for phone, e-mail, and SMS text scripts for notifications in English and Spanish.
- 5.1.11. **Enhancements** – In addition to the mechanics of the VINE System, APPRISS will provide product enhancements on a routine basis and completed on an ongoing basis to include, website usability improvements and product enhancements to increase functionality. APPRISS shall not charge for standard product enhancements that are beneficial and applicable to all customers subscribing to the APPRISS's services.
- 5.2. **Enhanced VINE®** – In addition to the standard VINE® services and offering, the features of Enhanced VINE® goes beyond notifications by facilitating a greater degree of information sharing between public servants, victims, service providers, victim interaction and resulting data. Enhanced VINE® includes:
  - Heightened emphasis on confidentiality and security
  - Enhanced data reporting metrics
  - Location-based service provider list, including description of services and contact information
  - Seamless national registration process for all Enhanced VINE® participating states and agencies
  - Voice interaction for phone resident search and registration (English)
  - Improved service-oriented architecture that reduces down-time for product-level maintenance/enhancements and allows for easier integration through web service application Program Interface (API)
- 5.2.1. **Enhanced VINE® Features**
  - 24/7/365 operator support
  - 24/7 data operations support
  - Development and maintenance of all interfaces, if applicable
  - Support of data center and redundant data center
  - Promotional material
  - Development and ongoing support of VINE® software and applications
  - Multi-lingual operator support (190+ languages)
  - Automated phone, e-mail, TTY/TDD, SMS notification
  - Administrative portal
  - Expanded mobile platform, seamless across devices
  - Registration linking
  - Voice recognition registration capability (English)
  - National search
  - Victim self-advocacy
  - Service Provider Directory
  - Newsfeed for Program Managers
  - Quick access to frequently viewed offender-service provider
  - "Quick Escape" feature to exit application
  - Improved self-service capabilities and reporting for VINE® Program Administrators

## 6. APPRISS Supported Feature Matrix

### 6.1. Table: VINE/Enhanced VINE® Matrix

Table 6.1: VINE/ENHANCED VINE® Matrix	VINE®	Enhanced VINE®
Toll-Free Phone Line 24/7/365	X	X
VINELink™ – Public Portal 24/7/365	X	X
VINELink™ Mobile App	X	X
VINEWatch – Administrative Portal	X	X
Live Operator VINE Service Representative (VSR) – Multi-Lingual (190+ Languages) 24/7/365	X	X

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Customer First Center (CFC) 24/7/365 – Technical Support	X	X
Change Support Data Element Mapping – (Initial)	X	X
Application Support and Development – Ongoing	X	X
Notifications: Phone, E-Mail, SMS, TTY/TDD & In-App	X	X
Four Digit Personal Identification Number (PIN) Identifier	X	X
Monitoring System/Data – APPRISS New Technology (NT) Interface, Intelligent Monitoring & Reconciliation of Data	X	X
Script Changes: Phone, E-Mail & SMS – English & Spanish	X	X
Data & Redundant Data Center	X	X
Enhancements – On-going	X	X
Annual Promotional Brochures/Merchandise	X	X
Expanded Mobile Platform (seamless across all devices, i.e., PC, Tablet, Smart Phone)		X
Registration Linking (follow resident throughout criminal justice process), Voice Recognition (English), National Search, Victim Self-Advocacy & Service Provider Directory		X
Newsfeed for Program Managers, Quick Access/Escape (exit application)		X
Enhanced Data Matrix/Self Service Maintenance Capabilities		X
Improved Service Oriented Architecture – Eliminates down time and allows for easier integration through web service Application Program Interface (API)		X
Training Support – Webinars, In-person Training, Quick Reference Guides: VINELink.com, VINELink Mobile App, VINELink Watch & Custody Status Override Procedures		X

7. **VINE® and Enhanced VINE® Project Scope** – To implement VINE® and Enhanced VINE®, APPRISS shall provide the following service delivery requirements as a proposed implementation strategy:
- Requirements gathering and implementation testing performed on all components.
  - Agency testing and acceptance conducted prior to go-live date.
  - Marketing support for VINE® related activities, such as service provider recruitment for the directory, launch events and media coverage.
  - Marketing campaign guidance, communications assistance and marketing material.
  - Training support for roll-out of Enhanced VINE® to include: quick reference guides, webinars and in-person training sessions covering VINELink.com, VINELink Mobile App, VINELink Watch and custody override procedures.
  - VINE® platform hosted in Amazon Web Services (AWS) cloud infrastructure.
8. **APPRISS's Quality Assurances**
- Data will be reviewed for proper data formatting.
  - NHDOC data feed set up in a pre-production (PREP) testing environment with data resynchronization.
  - Extended data feed run time to ensure successful transfer of data prior to go-live.
  - Verification of resident and registration counts match in new platform and provide snap shot reports during go-live process.
  - Ensure valid data feed alerts can be activated post go-live date include: release, transfer, probation and parole, death, escape, advanced release, hearing notices and return to custody through phone notification calling patterns.

9. **Deliverables, Activities and Milestones**

9.1. **Table: Deliverables, Activities and Milestone Matrix**

Table 9.1: Deliverables, Activities and Milestone Matrix		
Item	Deliverable, Activity or Milestone	Deliverable Type
PLANNING AND PROJECT MANAGEMENT		
1	Project Kickoff Meeting	Non-Software
2	Agency Questionnaire Collection	Written
3	Project Requirements Document (PRD) Review	Written
4	Notification/Scripting Sign Off	Non-Software

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5	System Development/User Design	Software
6	Acceptance of PRD	Written
7	Training Plan and Curriculum	Written
8	Service Provider Directory Outreach	Written
9	Victim Advocate Training	Non-Software
10	Acceptance of PREP Plan to Test PREP Environment	Written
11	Complete Service Provider Directory	Written
12	Review and Acceptance of Service Provider Directory	Written
13	Complete Victim Advocate Training	Non-Software
INSTALLATION		
14	Complete Configuration of PREP Environment	Software
TESTING		
15	Complete User Acceptance Testing (UAT) in PREP	Non-Software
SYSTEM DEVELOPMENT		
16	User SFTP Development	Software
17	Acceptance of SFTP Implementation	Software
18	Enhanced VINE® Go-Live/Project Exit Meeting	Non-Software
ON-GOING OPERATIONS		
19	On-Going Hosting Support	Non-Software

#### 10. Facilities of the NHDOC Correctional System

Northern Region – Northern NH Correctional Facility		
Northern NH Correctional Facility (NCF)	138 East Milan Road	Berlin, NH 03570
Southern Region – Southern NH Correctional Facilities		
NH State Prison for Men – (NHSP-M)	281 North State Street	Concord, NH 03301
Secure Psychiatric Unit (SPU)	281 North State Street	Concord, NH 03301
Residential Treatment Unit (RTU)	281 North State Street	Concord, NH 03301
NH Correctional Facility for Women – (NHCF-W)	42 Perimeter Road	Concord, NH 03301
Concord Transitional Work Center – (TWC)	275 North State Street	Concord, NH 03301
Community Corrections – Women (Shea Farm)	60 Iron Works Road	Concord, NH 03301
Community Corrections – Men (North End House)	1 Perimeter Road	Concord, NH 03301
Community Corrections – Men (Calumet House)	126 Lowell Street	Manchester, NH 03104

#### 11. Protected Health Information (PHI)

Contractor shall safeguard any and all PHI according to the terms of the Health Information Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments. In performing its obligations under the Contract, the Contractor may gain access to information of the patients, including confidential information or Patient Health Information (PHI). The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Contractor's performance under the Contract.

The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the patient that becomes available to the Contractor in connection with its performance under the Contract. In the event of unauthorized use of or disclosure of the patient's information, the Contractor shall immediately notify the NHDOC.

All financial, statistical, personnel and/or technical data supplied by NHDOC to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this Contract and may result in contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

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**12. Criminal Justice Information Services (CJIS) Security Policy**

The essential premise of the CJIS Security Policy is to provide appropriate controls to protect the full lifecycle of CJI, whether at rest or in transit. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI. This Policy applies to every individual contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity with access to, or who operate in support of, criminal justice services and information. Contractor shall comply with the CJIS policy and is located as a separate link: [http://www.nh.gov/nhdocusbusiness/rfp\\_bidding\\_tools.htm](http://www.nh.gov/nhdocusbusiness/rfp_bidding_tools.htm).

**13. Change of Ownership**

In the event that the Contractor should change ownership for any reason whatsoever, the NHDOD shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or its successors or assigns for such period of time as determined necessary by the NHDOD, or terminating the Contract.

**14. Contractor Designated Liaison**

Contractor shall designate a representative to act as a liaison between the Contractor and the NHDOD for the duration of the Contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the Contract, submit a written identification and notification to NHDOD of the name, title, address, telephone & fax number, of its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.

14.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor.

14.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NHDOD actually receives notice of this change.

14.3. Changes to the named Liaison by the Contractor must be made in writing and forwarded to the NHDOD, Commissioner, or designee(s), P.O. Box 1806, Concord, NH 03302.

**15. Contractor Liaison's Responsibilities**

Contractor's designated liaison shall be responsible for:

15.1. Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such a representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof.

15.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof.

15.3. Receiving and responding to all inquiries and requests made by NHDOD in the time frames and format specified by NHDOD in this Contract and any renewals thereof.

15.4. Manage the project as a primary contact during the requirements gathering and implementation phases.

15.5. Coordinate APPRISS's implementation team: Systems Integration Analysts, Systems Programmers and quality assurance resources and services.

15.6. Create a Project Requirements Document (PRD) to finalize all implementation activities and details.

15.7. Provide a data layout for the resident custody data.

15.8. Provide the required development resources for the direct SFTP transfer of information.

15.9. Meeting with representatives of NHDOD on a periodic or as-needed basis to resolve issues, which may arise.

**16. NH Department of Corrections Contract Liaison Responsibilities**

NHDOD' Commissioner, or designee(s), shall act as liaison between the Contractor and the NHDOD for the duration of the Contract and any renewals thereof. The NHDOD reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. The NHDOD representative shall be responsible for:

16.1. Representing the NHDOD on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent the NHDOD regarding all aspects of the Contract.

16.2. Monitoring compliance with the terms of the Contract.

16.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the time frames specified by the Contract.

16.4. Provide appropriate subject matter expert (SME) for design, development, testing and approval of project documents.

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- 16.5. Assist with service provider resource list/profiles by identifying the providers that will be participating in the Enhance VINE® program.
- 16.6. Provide support to develop training and informational guides.
- 16.7. Work collaboratively to meet the key project milestones.
- 16.8. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues, which arise.
- 16.9. Informing the Contractor of any discretionary action taken by the NHDOC pursuant to the provision of the Contract.

**17. Reporting Requirements**

NH Department of Corrections shall, at its sole discretion:

- 17.1. All material developed or acquired by the Contractor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of the NHDOC.
- 17.2. Any reports and/or information requested by the NHDOC shall be forwarded to: NH Department of Corrections, P.O. Box 1806, Concord, NH 03302.
- 17.3. It is the intent of the NHDOC to work with the Contractor so that the Contractor can provide any reporting requirements that meets the Department's needs to include but not limited to reports to meet the projects' Deliverables, Activities, and Milestones and requirements for a Final Report and/or Termination Report, if applicable.

**18. Performance Evaluation**

NHDOC shall, at its sole discretion monitor and evaluate the Contractor's compliance with the Terms and Conditions and adherence to the Scope of Services of the Contract for the life of the Contract and any renewals thereof.

**19. Performance Management**

NH Department of Corrections shall, at its sole discretion:

- 19.1. Inform the Contractor of any dissatisfaction with the Contractor's performance of its provision of services detailed within the Contract and include requirements for corrective action.
- 19.2. Terminate the Contract as permitted by law, if the NHDOC determines that the Contractor:
  - 19.2.1. Does not comply with the terms of the Contract.
  - 19.2.2. The Contractor shall fully coordinate the performance activities of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the NHDOC as requested by the Department throughout the effective period of the Contract.

**20. Bankruptcy or Insolvency Proceeding Notifications**

- 20.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the NHDOC immediately.
- 20.2. Upon learning of the actions herein identified, the NHDOC reserves the right at its sole discretion to either cancel the Contract in whole or in part, or, re-affirm the Contract in whole in part.

**21. Cancellation of Contract**

NH Department of Corrections may cancel the Contract at any time for breach of contractual obligations by providing the Contractor with a written notice of such cancellation. Should the NHDOC exercise its right to cancel the Contract, the cancellation shall become effective on the date as specified in the Notice of Cancellation sent to the Contractor.

- 21.1. The NHDOC reserves that right to terminate the Contract without penalty or recourse by giving the Contractor a written notice of such termination at least thirty (30) days prior to the effective termination date.
- 21.2. The NHDOC reserves the right to cancel this Contract for the convenience of the State with no penalties by giving the Contractor thirty (30) days' notice of said cancellation.

**22. Audit Requirement**

Contractor agrees to comply with any recommendations arising from periodic audits on the performance of the Contract, providing that the recommendations do not require unreasonable hardship, which would normally affect the value of the Contract or cause Contractor to breach its obligations.



**23. Notification to the Contractor**

NHDOC shall be responsible for notifying the Contractor of any policy or procedural changes affecting the contracted services at least thirty (30) days before the implementation of such policy or procedure. The Contractor shall implement the changes on the date specified by the Department unless delaying implementation will have a material impact on Contractor's ability to meet its contractual obligations permitted by this Contract.

**24. Order of Precedence**

In the event of conflict or ambiguity among any of the text of the Contract documents, the following order of precedence shall govern:

- 24.1. State of NH Long Form Contract P-37 v. 12/11/2019 as modified by VINE® Services Exhibit A;
- 24.2. VINE® Services Exhibit B & C; and
- 24.3. VINE® Service Agreement.

**EXHIBIT C**

**METHOD OF PAYMENT AND CONTRACT PRICE**

**1. Contract Type**

This is a Fixed Firm Price Contract. The total Contract price limitation shall not exceed fifty-eight thousand, seven, hundred sixty-four dollars and no cents (\$58,764.00) as indicated in Block 1.8, Price Limitation, of the General Provisions, P-37, v. 12/11/2019.

**2. Term**

The term shall be for the period beginning upon Governor and Executive Council (G&C) approval through June 30, 2022 with the option to renew and extend contracted services for subsequent twelve (12) month periods subject to the continued availability of funds, mutual agreement between the parties and G&C approval.

**3. Recurring/Non-Recurring Services**

**3.1. Table: Non-Recurring/Recurring Services**

<b>TABLE 3.1: Non-Recurring/Recurring Services</b>	<b>Non-Recurring</b>	<b>Recurring</b>
Establishing System Connection	X	
Startup	X	
Training	X	
Initial APPRISS System Development	X	
Annual Maintenance		X
Hardware/Software (VINE® Software) used to power VINE®		X
Incoming/Outgoing Calls		X
24-Hour Service Monitoring		X
Cost of Transmitting Data		X
Certain Annual Supplies & Materials	X	X

3.2. Future recurring service fees will be supported by subsequent twelve (12) month periods.

3.3. Upon mutual agreement between the parties, subsequent twelve (12) month renewal periods are subject to a three percent (3%) annual increase

**4. Service Pricing Fee Structure**

**4.1. Table: Service Pricing Fee Structure**

<b>TABLE 4.1: Non-Recurring/Recurring Services</b>	<b>Fee Structure</b>
Implementation (Non-Recurring Start – Up Fee)	\$11,275.00
Initial Operating (Recurring Service Fee)	\$47,489.00
Maintenance/Operating (Recurring Service Fee)	\$0.00
<b>Total Service Pricing Fee Structure</b>	<b>\$58,764.00</b>

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5. Future Contractor Rates

5.1. Table: Future Contractor Rates

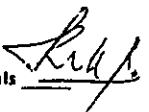
TABLE 5.1: Future Contractor Rates	Rate
Management	\$160.00
Development	\$160.00
Infrastructure Services	\$160.00

6. Invoices shall be sent to the NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302, or designee, for approval. The "Bill To" address on the invoice shall be: NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302.
7. Invoices to be in a format determined by the NHDOC and may contain detailed information, including without limitation: itemization and identification of Deliverables for which payment is sought, acceptance date, delivery date, installation date or Non-Recurring and Recurring Service fees. The NH Department of Corrections may adjust the payment amount identified on an invoice upon acceptance of a Deliverable. The NHDOC will pay a properly documented and undisputed invoice within thirty (30) days of invoice receipt.
8. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618.

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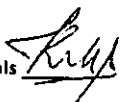


## Glossary of Terms

Various terms and abbreviations ARE used within this Contract. This glossary terms and acronym list is an attempt to help make reading this document easier and more understandable.

Term	Acronym	Description/Definition
Administrative Home Confinement	AHC	
Application Program Interface	API	
Amazon Web Services	AWS	
Criminal Justice Information Services	CJIS	
Client Relationship Manager	CMR	
Concord Transitional Work Center	TWC	
Corrections Information System	CORIS	
Customer First Center	CFC	
Client Relationship Manager	CRM	
Governor & Executive Council	G&C	
Health Information Portability and Accountability Act	HIPAA	
Mobile Application	App	
New Hampshire	NH	
New Technology	NT	
NH Department of Corrections	NHDOC	
NH Correctional Facility for Women	NHCF-W	
NH State Prison for Men	NHSP-M	
Northern NH Correctional Facility	NCF	
Offender Management System	OMS	
Parole Violator	PV	
Personal Computer	PC	
Personal Identification Number	PIIN	
Post Office	P.O.	
Pre-production	PREP	
Project Requirements Document	PRD	
Protected Health Information	PHI	
Residential Treatment Unit	RTU	
Scope of Work	SOW	
Secure File Transfer Protocol	SFTP	
Secure Psychiatric Unit	SPU	
Short Message Service (text messages)	SMS	
State of NH Long Form Contract v. 12/11/2019	P-37	
Subject Matter Expert	SME	
Teletypewriter/Telecommunication Device for the Death	TTY/TDD	
United States	U.S.	
User Acceptance Testing	UAT	Verification process performed in a copy of a production environment
Version	v.	
Victim Information and Notification Everyday	VINE®	
VINE® Service Representative	VSR	

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**APPRISS<sup>®</sup>**  
INSIGHTS

## ***VINE<sup>®</sup> Service Agreement***

Agreement No. 62062000101

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

***BETWEEN:***

***Appriss Inc.***

***9901 Linn Station Rd., Suite 500***

***Louisville, KY 40223-3842***

***CUSTOMER:***

***New Hampshire Department of  
Corrections***

***PO Box 1806***

***Concord, NH 03302***

**I. Appriss Inc.** (the "Service Provider" or "Appriss") hereby agrees to provide victim notification services known as the VINE<sup>®</sup> Service as described herein (the "Services").

A. The Services will be provided to: New Hampshire Department of Corrections (the "Customer"). The Customer hereby agrees to purchase from the Service Provider the Services on the terms and conditions hereinafter set forth.

B. The Services will be provided in connection with the following sites:

1. New Hampshire Department of Corrections

C. This Agreement shall be effective upon the approval of the Governor and Executive Council (G&C) subject to terms of Paragraph XIII. Billing of 'Recurring Operational Fees' shall not effect the Service Agreement renewal date.

**II. Description of Services.** VINE<sup>®</sup> Service - Subject to the conditions and limitations contained herein, the Service Provider shall:

A. Be responsible for all development associated with the processing of the notification signal and the actual notification attempts once the signal has been transmitted.

The Customer and its Participating Agency (ies) will assist the Service Provider in coordinating initial work required by the existing vendors or in-house resources. Third party vendor costs associated with any required modifications to the Customer's system to pass the required data to the VINE system are not included and are the responsibility of the Customer. Where applicable, costs of postage and stationary are excluded.

B. Dedicate a special telephone number for the Customer's use of the VINE Service Center.

## ***VINE® Service Agreement***

### **C. Process incoming and outgoing victim calls.**

1. Victim notification calls only occur after the Customer manually provides the required data from the Customer's automated system which creates a file with the required data that is transmitted to the VINE Data Center.
2. Upon receipt of the required data, the notification processes as defined in Exhibit B, VINE Scope of Services/Scope of Work (SOW), are performed.
3. After the initial start-up period, the Customer is responsible for providing data preferences determined and provided by the NHDOC supported from the NHDOC's Corrections Information System (CORIS) as a SFTP direct transfer of information to provide the Service Provider with the data required.

The Customer shall bear all costs associated with these changes or modifications to their existing automated system after the initial connection. The Service Provider acts only in the capacity of consultant to assist in this work. Third party vendor costs associated with any required modifications to the Customer's system to pass the required data to the VINE interface are not included and are the responsibility of the Customer.

### **D. Provide support services on a twenty-four (24) hour a day, seven (7) days a week basis through its Customer First Center (the "CFC").**

### **III. Supplies and Materials.** The Service Provider shall make available certain materials and supplies to the Customer for use in introducing VINE to the community.

Appriss will provide promotional brochures and merchandise within the Customer's annual budget for all VINE services one time per contract year as part of the recurring operational fees.

At the Customer's expense, support materials in excess of agreed upon quantities may be purchased from the Service Provider at our published pricing.

### **IV. Fees and Commissions.**

A. The funding source to cover the following fees shall be defined in Block 1.6, Account Number of the State of NH Long Form Contract, P-37, v. 12/11/2019 and in Appendix A hereto.

B. The Customer billing contact information and funding source contact information must be provided on Appendix A (attached) hereto.

## ***VINE® Service Agreement***

1. Non-Recurring Startup Fees shall include the following:

- a) Establishing the system connection;
- b) Startup;
- c) Training; and
- d) Appriss Interface development.

The Non-Recurring Startup Fees for services on this project are \$11,275 and will be billed upon the approval of G&C.

*NOTE: Third-party vendor costs associated with any required modifications to the Customer's system to pass the required data to the VINE interface are not included in Startup fees and are the responsibility of the Customer.*

2. Recurring Services Fee shall include the following:

- a) The annual cost of operating and supporting the VINE Service;
- b) Hardware and proprietary software (the "VINE Software") used to power VINE;
- c) All incoming and outgoing calls;
- d) 24 hour monitoring of the service;
- e) The cost of transmitting all data; and
- f) Certain annual supplies and materials, as specified in the scope of work.

The Recurring Services Fee for VINE will be \$47,489 for the initial term and will be billed upon the approval of G&C.

- a) Recurring Services for renewal options will incur a three percent (3%) increase per Section XIII Term and Termination.

**V. Performance of Additional Services.** The parties agree that should the Service Provider choose to perform, at the Customer's request, any services not covered by this Agreement, the Customer shall compensate the Service Provider for its direct labor, parts and subcontracted work at the Standard Rate of \$160.00/hour.

**System Interface Changes.** For purposes of clarity, all work done by Appriss Inc., related to an agency changing their booking system from their existing VINE supported booking/offender management system to a new VINE supported booking system including, but not limited to, interface installation, setup, configuration, testing and documentation is considered standard maintenance and covered under this service agreement. A VINE supported booking system is one for which an interface already exists.

Booking/offender management systems not yet supported by VINE, i.e., without an existing interface, are not considered standard maintenance and are subject to the hourly

## ***VINE® Service Agreement***

contract rate for performance of additional services as noted in this section V. Third-party costs (booking system vendors, agency IT staff, etc.) associated with any booking/offender management system changes are not covered under this agreement.

**VI. Warranty.** The Service Provider represents and warrants qualified personnel shall perform the Services in a competent and professional manner. If the VINE Software does not substantially conform to the VINE Software specification, the Service Provider's sole obligation under this warranty is to remedy such defect, provided that the VINE Software has not been modified by anyone other than the Service Provider; or terminate this agreement and receive refund of any payments paid in advance for services not rendered. These express limited warranties are in place of all other warranties, express or implied, including, without limitation, implied warranties of merchantability or fitness for a particular purpose; but excluding infringement warranties.

**VII. Ownership of Intellectual Property; Licenses.** The Service Provider retains all ownership rights in the VINE Software and all documents, designs, inventions, copyrightable material, patentable and unpatentable subject matter and other tangible materials authored or prepared by the Service Provider (the "Intellectual Property") in connection with the Services. The Service Provider hereby grants the Customer during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable license to use the VINE Software in connection with the provision by the Service Provider of the VINE Services for the Customer's internal purposes only. Nothing herein shall grant the Customer a license to the source code of the VINE Software.

Nothing contained herein shall be construed to grant the Service Provider any ownership rights in data supplied by the Customer to the Service Provider in connection with this Agreement. Further, Service Provider shall not use any data it receives from victims of crime, or data it receives from Customer or any third party pertaining to victims of crime, except for the provision of the VINE Service.

Service Provider builds and maintains databases and solutions utilizing data from disparate incarceration systems. The hygiene, maintenance and storage of this incarceration data improves data quality and solutions for all clients seeking to manage risk, security and fraud (collectively "Risk Solutions"). A network effect is created whereby benefits increase with each participating organization. Upon request, Customer may permit internal access to Service Provider to the incarceration data for development and improvement of Service Provider's Risk Solutions. Customer may permit third party access to the incarceration data to law enforcement agencies for investigative purposes. Notwithstanding the foregoing, and in accordance with Section IX herein, Service Provider may utilize non-confidential incarceration data made available to the public.

**VIII. Intellectual Property Indemnification.** The Service Provider hereby agrees to indemnify, hold harmless and defend the Customer, its affiliates, subsidiaries, officers, directors, employees, independent contractors and agents from and against all claims, liabilities, losses,

## *VINE<sup>®</sup> Service Agreement*

expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (collectively "liabilities") asserted by any third party against the Customer to the extent such liabilities result from the infringement by the VINE Software of any third party's trade secrets, trademarks, copyrights, or patents issued as of the date of this Agreement; provided that the Customer (i) promptly notifies the Service Provider of any third party claim subject to indemnification hereunder, (ii) gives full cooperation to the Service Provider for the defense of same.

The foregoing provisions shall not apply to any infringement arising out of: (i) use of the VINE Software other than in accordance with applicable documentation or instructions supplied by the Service Provider or for other than the Customer's internal purposes; or (ii) any alteration, modification or revision of the software not expressly authorized in writing by the Service Provider; or (iii) the combination of the VINE software with software, data, products and/or services not provided by the Service Provider.

In case any of the software or any portion thereof is held, in any such suit to constitute infringement, the Service Provider may within a reasonable time, at its option, either (i) secure for the Customer the right to continue the use of such infringing item; or (ii) replace, at the Service Provider's sole expense, such item with a substantially equivalent non-infringing item or modify such item so that it becomes non-infringing.

**IX. Confidentiality.** The Service Provider shall not disclose or remarket to any person, firm or entity any Confidential Information without the Customer's express, prior written permission; provided, however, that notwithstanding the foregoing, the Service Provider may disclose Confidential Information to the extent that, on the advice of Service Providers' counsel, it is required to be disclosed pursuant to a statutory or regulatory provision or court order.

"Confidential Information" means all documents, reports, data, records, forms and other materials obtained by the Service Provider from the Customer in the course of performing any Services (including, but not limited to, the Customer records and information): (i) that have been marked as confidential; (ii) whose confidential nature has been made known by the Customer to the Service Provider; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential.

Notwithstanding the foregoing, Confidential Information does not include information which: (i) is already known to the Service Provider at the time of disclosure by the Customer; (ii) is or becomes publicly known through no wrongful act of the Service Provider; (iii) is independently developed by the Service Provider without benefit of the Customer's Confidential Information; (iv) is received by the Service Provider from a third party without restriction and without a breach of an obligation of confidentiality; (v) information that the Service Provider is required to publish or may use under this Agreement; or (vi) information that is public information.

## ***VINE® Service Agreement***

**X. Liability Limit.** Each Parties' total liability to the other shall be limited to direct damages in an amount not to exceed the total amount paid by the Customer for the Services during the twelve (12) months immediately preceding the loss. The parties shall not be liable to each other for any special, incidental, or consequential damages even if the a party has knowledge of the possibility of such loss or damage.

**XI. Force Majeure.** The Service Provider shall not bear any liability or responsibility whatsoever to any other party for any failure to perform or delay caused by fire, earthquake, explosion, flood, hurricane, tornadoes, the elements, acts of God or the public enemy, restrictions, limitations or interference of governmental authorities or agents, war, invasion, insurrection, rebellion, riots, strikes or lockouts, inability to obtain necessary materials, goods, services, utilities or labor, or any other cause whether similar or dissimilar to the foregoing which is beyond the reasonable control of the Service Provider, and any such failure or delay due to said causes or any of them.

**XII. Entire Agreement; Inconsistent Terms; Order of Precedence:**

- A. State of NH Long Form Contract P-37 v. 12/11/2019 as modified by VINE® Services Exhibit A;
- B. VINE® Services Exhibit B & C; and
- C. VINE® Service Agreement.

This Agreement may not be modified except by written instrument signed by the Customer and by an authorized representative of the Service Provider.

**XIII. Term and Termination.** Initial Agreement shall commence upon G&C approval through June 30, 2022.

Upon mutual agreement and subject to the G&C approval, the Customer and Service Provider may renew this agreement for subsequent twelve (12) month periods commencing in the subsequent State of New Hampshire State Fiscal Year with each new renewal period subject to a three percent (3%) annual increase.

Either party may terminate this Agreement if the other party breaches this Agreement and fails to cure such breach within thirty (30) days of written notice of such breach. In the event of any expiration or termination, Customer shall cease any further use of the Intellectual Property and the software.

**XIV. Parties in Interest.** Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Nothing in this Agreement shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third-party beneficiary of this Agreement.

**XV. Jurisdiction and Choice of Law.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and

## ***VINE® Service Agreement***

inures to the benefit of the parties and their respective successors and assigns. Any actions arising out of this Agreement shall be brought and maintained in the New Hampshire Superior Court, Merrimack County which shall have exclusive jurisdiction thereof.

**XVI. Customer's Project Manager.** For the purposes of this project, the following contact will be used as the Customer's project management contact. All project responsibilities that belong to the Customer will be coordinated and managed by this contact. The Customer appoints the project manager to be Nicole Kipphut or assigned designee, who can be reached at telephone number 603-271-4992, or via email at [Nicole.D.Kipphut@doc.nh.gov](mailto:Nicole.D.Kipphut@doc.nh.gov).

***Signature Page follows***

## VINE® Service Agreement

APPRISS INC. BY:

  
\_\_\_\_\_  
Signature

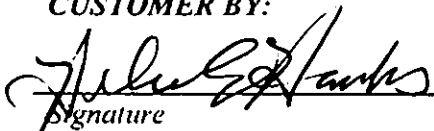
8/13/2021  
\_\_\_\_\_  
Date

Krishnan Sastry  
\_\_\_\_\_  
Name

President, Appriss, Inc.  
\_\_\_\_\_  
Title

*Customer Acceptance of Proposal: The above prices, proposal, provisions and conditions are satisfactory and are hereby accepted. Service Provider is authorized to do the work as specified. Payment will be made as described on the terms outlined in this Service Agreement.*

CUSTOMER BY:

  
\_\_\_\_\_  
Signature

8/17/2021  
\_\_\_\_\_  
Date

Helen E. Hanks  
\_\_\_\_\_  
Name

Commissioner  
\_\_\_\_\_  
Title

**APPRISS, INC.  
SERVICE AGREEMENT - APPENDIX A**

**Customer:** NH Department of Corrections

**Billing Address:** P.O. Box 1806

	<u>Street Address</u>		
	<u>Concord</u>	<u>NH</u>	<u>03302</u>
	<u>City</u>	<u>State</u>	<u>Zip</u>
<b>Finance Contact:</b>	<u>Jennifer Lind</u>	<u>Contract/Grant Administrator</u>	
	<u>Name</u>	<u>Title</u>	
<b>Telephone:</b>	<u>603-271-7602</u>	<b>Fax:</b>	<u>1-888-908-6609</u>
<b>E-mail :</b>	<u>Jennifer.A.Lind@doc.nh.gov</u>		

---

**Funding Source:** Victims of Crime Act (VOCA)

**Billing Address:** P.O. Box 1806

	<u>Mailing Address</u>		
	<u>Concord</u>	<u>NH</u>	<u>03302</u>
	<u>City</u>	<u>State</u>	<u>Zip</u>
<b>Finance Contact:</b>	<u>Jennifer Lind</u>	<u>Contract/Grant Administrator</u>	
	<u>Name</u>	<u>Title</u>	
<b>Telephone:</b>	<u>603-271-7602</u>	<b>Fax:</b>	<u>1-888-908-6609</u>

**Date funds to be received from Funding Source:**

Mail payments to:  
APPRISS-GOVERNMENT  
PO Box 639033  
Cincinnati, OH 45263-9033

**Questions and correspondence related to billings and/or payments may be directed to:**

Emily Kamer  
Client Relationship Manager  
Appriss Inc.  
9901 Linn Station Road, Suite 500  
Louisville, KY 40223-3842  
800-816-0491, ext. 5574  
ekstaples@appriss.com

# State of New Hampshire

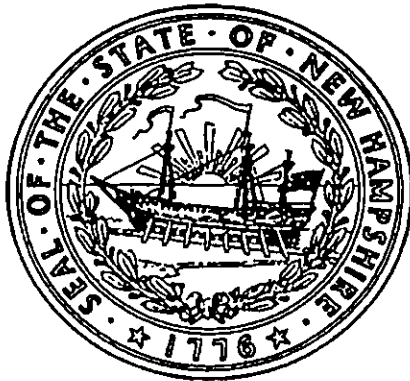
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that APPRISS INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on November 15, 2011. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 661872

Certificate Number : 0005368521



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 17th day of May A.D. 2021.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State



State of New Hampshire  
Department of State  
2021 ANNUAL REPORT

Filed  
Date Filed: 3/26/2021  
Effective Date: 3/26/2021  
Business ID: 661872  
William M. Gardner  
Secretary of State

BUSINESS NAME: APPRISS INC.		
BUSINESS TYPE: Foreign Profit Corporation		
BUSINESS ID: 661872		
STATE OF INCORPORATION: Delaware		
CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS	
9901 Linn Station Road Suite 500 Louisville, KY, 40223, USA	9901 Linn Station Road Suite 500 Louisville, KY, 40223, USA	
REGISTERED AGENT AND OFFICE		
REGISTERED AGENT: C T Corporation System (1108)		
REGISTERED AGENT OFFICE ADDRESS: 2 1/2 Beacon Street Concord, NH, 03301 - 4447, USA		
PRINCIPAL PURPOSE(S)		
NAICS CODE	NAICS SUB CODE	
OTHER / Provide information services to help keep the public safe and informed.		
OFFICER / DIRECTOR INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Sastry Krishnan	9901 Linn Station Road, Suite 500, Louisville, KY, 40223, USA	President
Jeffrey S. Byal	9901 Linn Station Road, Suite 500, Louisville, KY, 40223, USA	Secretary
Jeffrey S. Byal	9901 Linn Station Road, Suite 500, Louisville, KY, 40223, USA	Treasurer
Jeffrey S. Byal	9901 Linn Station Road, Suite 500, Louisville, KY, 40223, USA	Director
Sastry Krishnan	9901 Linn Station Road, Suite 500, Louisville, KY, 40223, USA	Director
I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.		
Title: Power of Attorney		
Signature: Brad Slenker		
Name of Signer: Brad Slenker		

Certificate of Authority # 1

(Corporation or LLC- Non-specific, open-ended)

Corporate Resolution

I, Todd Laddusaw hereby certify that I am duly elected Secretary of  
(Name)

APPRISS Inc. I hereby certify the following is a true copy of a  
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on December  
(Month)

21, 20 20 at which a quorum of the Directors/shareholders were present and voting.  
(Day) (Year)

VOTED: That Krishnan Sastry, President (may list more than one person) is duly authorized to  
(Name and Title)

enter into contracts or agreements on behalf of APPRISS Inc. with  
(Name of Corporation or LLC)

the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 8/13/21

ATTEST: [Signature] CFO  
(Name and Title)



# CERTIFICATE OF LIABILITY INSURANCE

4/1/2022

DATE (MM/DD/YYYY)

8/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> LOCKTON COMPANIES 500 West Monroc, Suite 3400 CHICAGO IL 60661 (312) 669-6900	<b>CONTACT NAME:</b>
	<b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b>
<b>INSURED</b> 1443744 Appriss, Inc. 9901 Linn Station Road Louisville, KY 40223	<b>E-MAIL ADDRESS:</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> Sompo America Insurance Company <b>NAIC #</b> 11126
	<b>INSURER B:</b> Sompo America Fire & Marine Insurance Company <b>38997</b>
	<b>INSURER C:</b> Endurance Assurance Corporation <b>11551</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** 17760761**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	CPL40389L0	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	ACV41396S0	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp/Coll Ded. \$ 1,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	TUM30005043400	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	JWC40145T0	4/1/2021	4/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See attachment for E&O and Cyber Liability coverages. The NH Department of Corrections is included as additional insured if required by written contract with respect to General Liability per the terms and conditions of the policy.

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

17760761

State of New Hampshire  
NH Department of Corrections  
P.O. Box 1806  
Concord NH 03302

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

**CERTIFICATION**

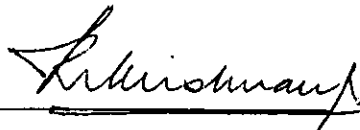
I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

\_\_\_\_\_  
Printed Name/Signature of Contractor Employee

\_\_\_\_\_  
Date

Krishnan Sastry



8/13/2021

\_\_\_\_\_  
Printed Name/Signature of Contractor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
APPRISS Inc., President

\_\_\_\_\_  
Organization and Title of Contractor Representative

**ATTORNEY GENERAL  
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6397

JANE E. YOUNG  
DEPUTY ATTORNEY GENERAL



{Sent electronically}

April 19, 2021

Helen Hanks  
Commissioner  
Department of Corrections  
PO Box 14  
Concord, NH 03302

Re: VOCA Grant 2021VOC34

Dear Commissioner Hanks:

I am in receipt of your request for an extension for NH DOC's SFY 2021 VOCA subgrant in order to provide additional time to implement the Victim Information and Notification Everyday system that provides victims with efficient, comprehensive and accessible notification and information regarding their offender' status.

Your request for an extension in the amount of \$58,764 has been granted. The extension is limited in scope to the amount indicated and ends on September 30, 2021. Only \$58,764 will remain on the PO after the 4<sup>th</sup> quarter expenditure report is processed. The subgrant end date for the remainder of the grant in excess of \$58,764 remains June 30, 2021.

Please feel free to contact me at 271-1261 if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Tanya Pitman".

Tanya Pitman  
Criminal Justice Program Specialist