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**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

JOHN M. FORMELLA
ATTORNEY GENERAL



JAMES T. BOFFETTI
DEPUTY ATTORNEY GENERAL

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May 25, 2023

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

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the New Hampshire Department of Justice (DOJ) to enter into a **retroactive, sole source** contract with Appriss Insights LLC, Louisville, KY (Vendor #399641-R001), in an amount not to exceed \$82,951.05, for the purpose of maintaining and supporting the Victim Information and Notification Everyday (VINE) program, with the option to renew for an additional 12-month period, effective upon Governor and Executive Council approval retroactive to September 1, 2022 through August 31, 2023. 100% Federal Funds.

Funding is available as follows:

02-20-20-201510-5021

FY 2023

Victims of Crime Act

072-509073, Grants, Federal

\$82,951.05

EXPLANATION

This is a **sole source** contract because victims of crime have been using this system since its inception and trust the validity and security of the information provided. This item is **retroactive** because, in the past, one of the county correctional facilities provided central software management for all counties. The main operator retired, and no county correctional facility had the personnel resources to organize this program. Therefore, the DOJ agreed to be the central coordinator for the VINE system. DOJ will not run or own the software but will be the central contact for the counties and the vendor. Because of this restructuring, the unique nature of the contract, and extensive negotiations regarding various responsibilities of the State and the counties, it took longer than expected to move this item forward. Because of the critical nature of these services and the vendor's longstanding role in providing these services, the vendor agreed to continue providing services while understanding that Governor and Council approval would ultimately be needed in order for payment to be made.

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The VINE project is a 24 x 7 victim notification system in multi-language and hearing-impaired platforms. Its purpose is to notify victims of changes in their perpetrator's case. This allows survivor's access to timely and reliable information about detained and incarcerated offenders. This item will fund ongoing notification systems in the ten New Hampshire County correctional facilities.

Vine is the nation's most reliable and confidential source for updated custody status and case information. Appriss Insights will provide ongoing maintenance and support of the New Hampshire Statewide VINE service. This includes support for internet, mobile applications, and telephone VINE programs. The support and maintenance provided is Criminal Justice Information Services (CJIS) compliant.

Please let me know if you have any questions concerning this request. Your consideration is greatly appreciated.

Respectfully submitted,



John M. Formella
Attorney General

#4040622

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 Department of Justice		1.2 State Agency Address 33 Capitol Street, Concord NH 03301	
1.3 Contractor Name Appriss Insights LLC		1.4 Contractor Address 9901 Linn Station Road, Suite 200 Louisville, KY 40223	
1.5 Contractor Phone Number 1-502-815-5574	1.6 Account Number 02-20-20-200010-50210000-072-509073	1.7 Completion Date August 31, 2023	1.8 Price Limitation \$82,951.05
1.9 Contracting Officer for State Agency Kathleen Carr		1.10 State Agency Telephone Number 603-271-1234	
1.11 Contractor Signature  Date: Apr 20, 2023		1.12 Name and Title of Contractor Signatory Jarrod Carnahan	
1.13 State Agency Signature  Date: 04/28/2023		1.14 Name and Title of State Agency Signatory Kathleen Carr, Director of Administration	
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:  On: 5/5/23			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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.

Contractor Initials JC

Date Apr 20, 2023

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, formulac, 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

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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.

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EXHIBIT A
SPECIAL PROVISIONS

- I. Replace Subparagraph 6.3 in its entirety with the following:**
- 6.3 The Contractor agrees to permit the State or United States reasonable access to any of the Contractor's books, and accounts, in a timely manner mutually agreed to by the parties, solely for the limited purpose and only to the extent necessary to ascertaining compliance with all applicable rules, regulations and orders, and the covenants, terms and conditions of this Agreement
- II. Delete Subparagraph 7.2 in its entirety.**
- III. Delete Subparagraph 8.2.4 in its entirety.**
- IV. Replace Subparagraph 8.2.3 in its entirety with the following:**
- 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; and/or
- V. Replace Subparagraph 9.1 in its entirety with the following:**
- 9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason by providing thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement. Further, the Contractor may, at its sole discretion, terminate the Agreement for any reason by providing one hundred twenty (120) days written notice to the State that the Contractor is exercising its option to terminate the Agreement. if this Agreement is terminated by the Contractor, the Contractor shall provide the state with pro-rata refund for any fees paid in advance.
- VI. Replace Subparagraph 10.2 in its entirety with the following:**
- 10.2 All data 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.
- VII. Replace Subparagraph 10.3 in its entirety with the following:**
- 10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91 A or other existing law.
- VIII. Replace Paragraph 13 in its entirety with the following:**
- 13.1 In addition to provision VIII in Exhibit B and unless otherwise exempted by law, the Contractor shall indemnify, defend 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 or Local Agencies, their officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct.

13.2 Neither Party shall be responsible for the correctness of the data provided by the Local Agencies.

IX. Delete Subparagraph 14.1.2 in its entirety.

X. Replace Subparagraph 14.3 in its entirety with the following:

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 upon the request of Contracting Officer. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

XI. Replace Provision 18 in its entirety with the following:

18. This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed and construed in accordance with the laws of the State of New Hampshire without regard to principles of conflicts of law.

Any claim, action, suit or proceeding (collectively, "Claim") between Customer or Local Agencies (and any other agency or department of the State of New Hampshire or Local Agencies) and the Service Provider that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within New Hampshire Superior Court, provided, however, that if a Claim must be brought in a federal forum, then it shall be brought and adjudicated solely and exclusively within the U.S. District Court District of New Hampshire. In no event shall this section be construed as a waiver by the State of New Hampshire of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, from any Claim or from the jurisdiction of any court. The Service Provider by execution of this Agreement, hereby consents to the in personam jurisdiction of said court(s).

XII. Replace Provision 19 in its entirety with the following:

19. This Agreement consists of the following documents which are listed in descending order of precedence and are attached to this Agreement and incorporated by reference:

- a. P-37 General Provisions as modified in Exhibit A;
- b. Exhibit B (Scope of Services);
- c. Exhibit C (Payment Schedule);
- d. Exhibit D (APPRISS INSIGHTS SOW);
- e. Exhibit E (Sample Intergovernmental Agreement).

XIII. Replace Provision 20 in its entirety with the following:

20. Nothing in this Agreement, express or implied, is intended to confer upon any other person, *other than Local Agencies*, 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 *other than Local Agencies* shall be regarded as a third-party beneficiary of this Agreement.

EXHIBIT B
SCOPE OF SERVICES

WHEREAS the New Hampshire Department of Justice believes that the VINE® Service to pay for the Contractor to provide the VINE® Service to state counties;

WHEREAS the Service Provider has agreed to provide the VINE Services directly to the Local Agencies; and

WHEREAS the Local Agencies desire to participate and utilize the VINE Services,

NOW, THEREFORE, the New Hampshire Department of Justice and Appriss Insights, LLC, enter into this agreement to provide for the continued payment of annual maintenance fees as set out in Exhibit C, attached hereto, so that New Hampshire citizens may continue to obtain the benefits offered by the VINE® System.

I. Appriss Insights, LLC (the "Service Provider") hereby agrees to provide victim notification services known as the VINE® Service as described herein (the "Services") and in the Statement of Work described in Attachment 1. Service Provider and the New Hampshire Department of Justice (the "Customer") agree that it is their express intent that the benefits of this Agreement shall inure to those New Hampshire counties (including their county jail systems and parole and probation departments) that request Service by adopting an Intergovernmental agreement in substantially the same form as the sample agreement attached hereto as Exhibit E. Participating counties are hereafter referred to as "Local Agencies." The Customer hereby agrees to pay for the Services on the terms and conditions hereinafter set forth.

II. Description of Services. VINE® 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.

Local Agencies at each site will assist the Service Provider in coordinating work required by the existing vendors or in-house resources. Third party vendor costs associated with any required modifications to the Local Agency's system to pass the required data to the VINE interface are not included. Where applicable, costs of postage and stationery are excluded.

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

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C. Process incoming and outgoing victim calls.

1. Victim notification calls only occur after the Local Agency manually enters the required data into the Local Agency'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 the VINE scope of work are performed.
3. The Participating Local Agencies are responsible for making modifications to their automated system (Booking System) and will manage their internal resources and/or system vendor to modify or provide the required programming to provide the Service Provider with the data required. The Service Provider shall cooperate and assist Local Agencies.

The Customer's payment obligations shall be limited to those enumerated in Exhibit C, Payment Schedule. Third party vendor costs associated with any required modifications to the Local Agency's system to pass the required data to the VINE interface are not included. Nothing herein limits a Local Agency's ability to enter into its own agreement with the Service Provider or other third-party vendors to ensure its systems are compatible with the Service. The Local Agency shall bear responsibility for all such related costs.

- D. Provide support services on a 24 hour a day, 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 and Local Agencies 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.

IV. Fees and Commissions.

PLEASE REFER TO EXHIBIT C, PAYMENT SERVICES

- V. Performance of Additional Services.** The Parties agree that should the Service Provider choose to perform, at the Local Agencies' request, any services not covered by this Agreement, the Local Agencies may compensate the Service Provider for its direct labor, parts and subcontracted work at the Standard Rate of \$160.00/hour. Customer shall not be responsible or liable for such additional services.

Booking System Interface Changes. For purposes of clarity, all work done by Service Provider related to an agency changing their booking system from their existing VINE supported booking 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 Agreement. A VINE supported booking system is one for which an interface already exists.

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

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 and Local Agencies during the term of this Agreement, a limited, non-exclusive, non-transferable, sublicensable license to use the VINE Software in connection with the provision by the Service Provider of the VINE Services for the Customer's and Local Agencies' internal purposes only. Nothing herein shall grant the Customer or Local Agencies 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 or Local Agencies 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 and Local Agencies 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. Local Agencies may authorize third-party access to the incarceration data only for Risk Solutions. 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, Local Agencies, their affiliates, subsidiaries, officers, directors, employees, independent contractors and agents (the "Indemnified Parties") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (collectively "liabilities") asserted by any third party against the Indemnified Parties to the extent such liabilities result from the infringement by the VINE Software of any third party's trade secrets, trademarks, copyrights.

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 Indemnified Parties' internal purposes; (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 Indemnified Parties 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 or Local Agencies' 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. Confidential Information shall include, but not limited to, information that is confidential to Customer, Local Agencies, and crime victims.

Notwithstanding the foregoing and unless otherwise provided by law, 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.

X. Liability Limit. The Service Provider's total liability to the Customer shall be limited to direct damages in an amount not to exceed the total amount paid by the Customer for the Services during the 12 months immediately preceding the loss. The foregoing remedy is the Customer's sole and exclusive remedy. The foregoing limitation of liability shall not apply to the payment of costs, damages, and expenses and attorney fees pursuant to the Service Provider's indemnification obligations under this Agreement. The Parties shall not be liable for any special, incidental, or consequential damages even if the Service Provider has knowledge of the possibility of such loss or damage. The Service Provider will not be responsible for failure to provide software or Services if due to any cause or condition beyond the Service Provider's control. Customer shall not be responsible for any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the Services Provider, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Local Agencies.

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. Reserved.

XIII. Term and Termination.

Upon mutual agreement, the Customer and Service Provider may renew this agreement for subsequent 12-month periods subject to the governmental approval, including but not limited to Governor and Executive Council. Each renewal period is subject an annual increase. Increases will be based on the previous year Consumer Price Index (CPI), with a maximum cap of 7%.

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. Notwithstanding anything to the contrary in this section, this Agreement may be terminated by Customer (a) at its sole discretion and without cause at any time upon thirty (30) days' prior notice to the Service provider, or (b) at any time if Customer fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the Services to be purchased under this Agreement, or (c) immediately without notice if at any time Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of Services under this Agreement is prohibited or Customer is prohibited from paying for such Services from the planned funding source.

XIV. Parties in Interest. Reserved.

XV. Assignment. Reserved.

XVI. Jurisdiction and Choice of Law. Reserved.

XVII. 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 Lynda Ruel, who can be reached via email at lynda.w.ruel@doj.nh.gov.

XVIII. Taxes. Except to the extent that Customer has provided an exemption certificate, direct pay permit or other such appropriate documentation, Service Provider shall add to each invoice any sales, use, excise, value-added, gross receipts, services, consumption and other similar transaction taxes however designated that are properly levied by any taxing authority upon the provision of the Services, excluding, however, any state or local privilege or franchise taxes, taxes based upon Service Provider's net income and any taxes or amounts in lieu thereof paid or payable by Service Provider in respect of the foregoing excluded items.

EXHIBIT C

PAYMENT SCHEDULE

1. VINE services rendered during contract negotiations, for the period of 9/1/2022 - 4/30/2023, shall be invoiced at contract execution, in one lump sum, in the amount of \$55,300.70 (\$82,951.05 divided by 12 months = \$6,912.59/month times 8 months = \$55,300.70).

2. Thereafter, Customer will be invoiced on a monthly basis in arrears in the amount of \$6,912.59, i.e. May services will be invoiced on or around June 8th, for the period of 5/1/2023-8/31/2023 for a total amount of \$27,650.35

The Services Fee includes 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; and
- e) The cost of transmitting all data,
- f) And any other costs associated with the performance of this contract.

The Customer billing contact information and Funding Source contact information *are*:

If pay by check, please make check payable to Talx Corporation and send to:

Appriss Insights, LLC

4076 Paysphere Circle

Chicago, IL 60674-4076

If pay by ACH/EFT, please send payment to the following:

ACH/EFT Wire

Contractor Initials JC

Date Apr 20, 2023

Tax ID: 85-3941369

Please forward remittance information regarding electronic payments to: ewspaymentsinfo@equifax.com.

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

Emily Kamer

Client Relationship Manager

Appriss Insights, LLC

9901 Linn Station Road, Suite 200

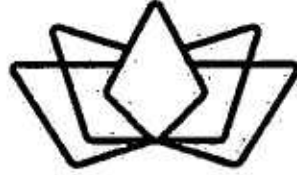
Louisville, KY 40223-3842

(502) 645-8956

ekstaples@appriss.com

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

EXHIBIT D



APPRISS®
INSIGHTS

State of New Hampshire Department of Justice
New Hampshire VINE
Statement of Work
July 13, 2022

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DOCUMENT REVISION HISTORY			
Version	Date	Changes	Updated By
1.0	7/13/2022	Original document	Emily Kamer

PURPOSE OF THE DOCUMENT

The State, acting by and through its Department of Justice ("Customer") is interested in continuing an automated victim notification system used to enhance the current method of victim notification among the State counties. The VINE system has been implemented and used by Belknap County, Carroll County, Cheshire County, Coos County, Grafton County, Hillsborough County, Merrimack County, Strafford County and Sullivan County ("Local Agencies"). The VINE System is integrated into the computer systems of Local Agencies in order to pick up offender data for notification purposes.

NEW HAMPSHIRE VINE OVERVIEW

New Hampshire VINE is built on the Appriss Insights VINE technology platform and is architected on the Software as a Solution (SaaS) model. All victim and offender data received from the New Hampshire County Correctional Facilities is accessible for reporting and monitoring purposes through the secure administrative portal, VINEWatch.

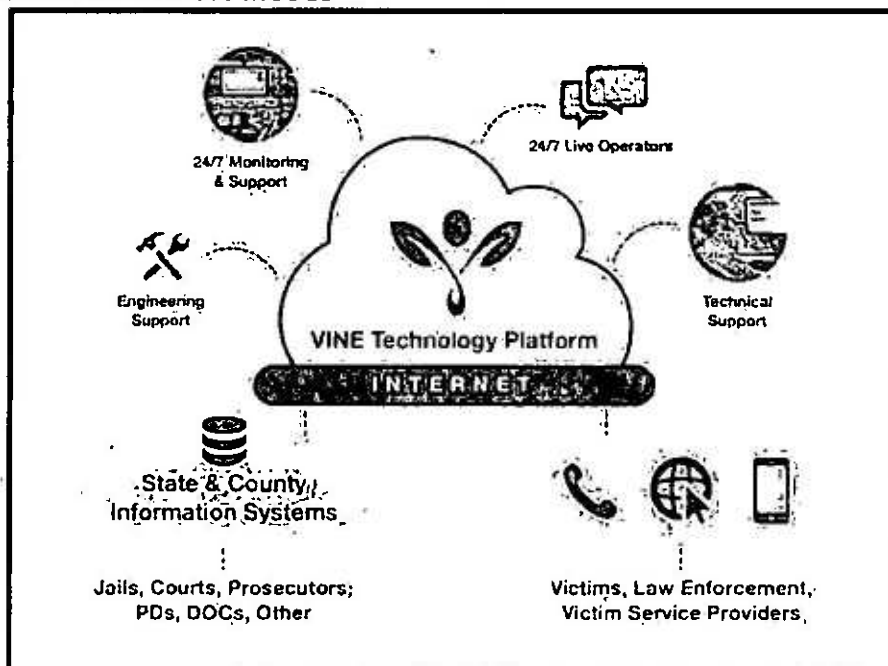
Appriss Insights provides ongoing maintenance and support of the New Hampshire statewide VINE service. This service entails a large-scale automated victim notification service, accessible through both internet, mobile applications, and telephone.

DATA COLLECTION METHODOLOGY

Methods used to collect the necessary offender and victim data to load into the Appriss Insights' VINE system for notification delivery:

1. Router (VPN) AWACS- Appriss Insights Wide Area Collection Service
2. Direct Transfer- Secure File Transfer Protocol (SFTP)/File Transfer Protocol (FTP)

OVERVIEW OF SaaS MODEL



SYSTEM FEATURES

- **Statewide dedicated VINE toll-free phone line** - The VINE system toll-free number - available 24 hours per day, 7 days per week, and 365 days per year (24 x 7 x 365)- allows victims, surviving immediate family members, witness(es), and other concerned citizens to search for an offender, obtain information, and/or register for notifications. Appriss Insights has provided quality solutions that use Interactive Voice Response (IVR) technology since 1994 and recently, invested in a next-generation IVR platform to make using the phone an even easier and more efficient experience for callers.
- **VINELink** – dedicated public portal available 24 x 7 x 365 for registrants. Web page design and functionality provides public access to information through a secure web portal, which publishes offender information via VINELink (www.vinelink.com). Searches by multiple criteria such as name, date of birth, system-identifying number and other pertinent data elements are allowed. VINELink has the ability to display photos, where available. The VINELink service allows victims to self-register and to update their contact information. VINELink specifically provides the following functionality:
 - Single on-line registration process
 - Offender information inquiries
 - New Hampshire VINE contact information
 - Victim Resources
 - Multi-language support
- **VINEWatch** - VINEWatch is a secure, administrative web portal provided to program administrators for management of the VINE program. The VINEWatch site has permission security that allows a user to only access information associated with their agency and role. Functions are activated based upon specific users' needs. VINEWatch allows for the following functions to be performed:
 - Obtain usage reports
 - Print notification letters
 - Look-up offenders in custody
 - Register victims for notification
 - Ability to update and delete registrations and PIN
 - Ability to stop and cancel notification calls
 - Look-up victim registrations
 - Provide Emergency Override Reporting
 - View notification content of delivered victim notification
 - View notification delivery results
- **Live Operator Assistance** – A distinguishing feature provided by Appriss Insights; callers have the option of speaking to a sensitivity-trained VINE Service Representative (VSR) through the VINE toll-free phone number. VSRs can assist the caller in locating an offender, registering for automated notification, and/or referring the victim to state agencies regarding additional concerns and for additional information. Appriss Insights VINE Service Representatives (VSR) are available 24 x 7 x 365 for all callers. Translation services are provided to callers if they require additional assistance in a language other than English. There are over 190 plus languages available through the translation service.
- **Research and Resolution of Service Interruptions** – Appriss Insights Customer First Center (CFC) technical support includes 24 x 7 x 365 research, troubleshooting or escalation of VINE-related inquiries. Once an inquiry is presented to the CFC and is determined to require escalation, the Quality Control Team or Implementation & Support Team is assigned the responsibility of additional research and resolution.
- **Marketing Materials** – Appriss Insights prepares and assists the customer with training, education,

and marketing support, designed to ensure that the program effectively reaches crime victims within the community. Appriss Insights provides support materials in agreed upon quantities for VINE services once per calendar year as part of the recurring operational fees. At the customer's expense, support materials in excess of agreed upon quantities may be purchased.

- **Training and Support** – As a best practice Appriss Insights offers the following robust training resources and support:
 - Certified Trainer
 - Development and execution of customized training plan
 - Train the trainer sessions- complete technical knowledge transfer to appropriate staff
 - Self-paced webinars - virtual instructor led methodology that delivers required training in the most efficient manner
 - Face-to-face/onsite training sessions
 - Quick reference guides
 - VINE Presentation templates
- **VINE Users' Conference** – Annually, Appriss Insights hosts the VINE Users' Conference for educational purposes and VINE program updates. Attendees include criminal justice experts, victim advocates, and a VINE program manager from each participating state. Appriss Insights covers all costs associated with attendance of one person representing the New Hampshire Department of Justice.
- **Notifications** - As changes occur in the offender's status, notifications are made to all registered individuals. Appriss Insights provides a best practices standard for notification offering based on the needs of New Hampshire. Notifications available include but are not limited to:
 - Release
 - Escape, Return from Escape
 - Transfer to Another Facility
 - Unsupervised Custody (i.e. electronic monitoring, halfway house)
 - Death
 - Return to Custody
 - Interstate Compact Transfer
 - Advanced Release (30 days)
 - Out to Court, Return from Court
 - Release to Consecutive Sentence
 - Transfer to State Hospital, Return from State Hospital
 - Paroled
 - Paroled to Community Corrections
 - Paroled to Consecutive Sentence
 - Agency Outage
 - Agency Restored
- **VINELink Mobile App** – Allows users to access information regarding VINE via a mobile application including:
 - Up to date offender status
 - Offender search
 - Registration for notification
 - Victim resources
- **Four-digit PIN (Personal Identification Number)** - VINE requires registrants to self-select a four-digit

PIN (Personal Identification Number) during the registration for notification process. This requirement provides a measure to confirm delivery of notifications and allow the registrant to securely update their registration.

- Email and text notifications do not require PIN confirmation upon receipt of notification.
- Registrants may update their PIN at any time via www.VINELink.com.
- **Languages** – Outbound notifications will be made in the language the caller selects at registration (English or Spanish). Inbound callers may choose to navigate the automated system in English or Spanish, or they may choose to speak to a VINE Service Representative through a translation service in one of over 190 languages. Additionally, www.VINELink.com is integrated with Google translate. Google Translate can translate the content of a web page to more than 90 languages.
- **Emergency Override Process (EOP)** - VINE provides an administrative portal, in VINELink, that allows agency personnel to enter a custody status override. The EOP process is initiated when there is a VINE service interruption at the agency. Appriss Insights automatically sends instructions for utilizing the EOP process, to the impacted agency, via fax and/or email based on the agency contacts provided.
- **Dedicated Support Team**- the VINE team consists of qualified technical experts, live operator support through the Customer First Center (CFC) available around the clock every day of the year, along with a dedicated Client Relationship Manager (CRM) who serves as the primary point of contact for New Hampshire VINE. Working together, this structure provides robust service and support to help ensure customer satisfaction and the best possible notification experience for victims.

ALARM SYSTEM AND MONITORING

- **Monitoring of Systems and Agency Data**- The CFC consistently monitors the flow of data to ensure that the New Hampshire VINE service remains operational and provides victim services on a consistent basis. To support the monitoring processes the following alarms have been established:
 - **Data Thresholds** - Each data feed is configured using historical trends to know when to expect the next set of data. For each data feed, a threshold is set that indicates the length of time in minutes that can pass between subsequent data exchanges before an alert is generated for that specific feed. These thresholds have settings to allow for weekends, peak and non-peak times. An alert does not indicate that a data feed is broken, it only indicates that data was expected based on historical trends, and that data has not met the set expectation. Thresholds can be adjusted at any time to accommodate changes in timing of data delivery.
 - **Statistical Control Monitoring (SCM)** – SCM actively monitors the current 'In Custody' count and alerts when the most recently imported file contains events that will cause the 'In Custody' count to drastically deviate from the recent average 'In Custody' count.
 - **Correlation Tool** – Appriss Insights has developed a proprietary correlation tool that provides business intelligence in evaluating each of Appriss Insights

monitoring systems for events, warnings, and alarms. Based upon the business logic, this tool makes a decision that automatically creates tickets and assigns them action or escalation based upon the event or alarm type.

- o Connectivity and Monitoring Software – Appriss Insights has developed a proprietary software that centralizes control of, and coordinates, the timing of agency interfaces. Any errors within its processes are automatically reported and addressed until resolution.
- o Reconciliation of Data - Resynchronization occurs on a frequency determined by each agency. Appriss Insights receives a full victim and offender population file in order to complete an audit of the victim and offender data. Appriss Insights imports the files to update the Appriss Insights database with the expectation, depending on the receiving of the file, of the refresh being completed prior to next regularly scheduled victim and offender file. The New Hampshire VINE agency assists Appriss Insights in the process by answering questions or providing feedback about the data when necessary.

SYSTEM SECURITY

- All data transmitted from a remote agency to the Appriss Insights Data Center is encrypted to ensure its security and integrity. Once at the Appriss Insights Data Center, measures such as firewalls and user authentication with User ID and passwords are utilized to ensure data security. Only those individuals authorized are provided with the necessary information to access information stored in the system.
- Appriss Insights utilizes 3rd party 24 x 7 x 365 managed security services for the entire infrastructure. Real-time alerts are enabled and managed through the Information Security Office.
- Appriss Insights ensures that relevant Security Incidents are identified, monitored, analyzed, and addressed. All security incidents are reported to the Chief Security Officer and are addressed immediately.
- Appriss Insights applies a high-level of protection toward hardening all security and critical server communications platforms and ensures that operating system versions are kept current. All systems are scanned for OS patch levels on an ongoing basis to ensure versions are up to date and current.
- Appriss Insights uses SOC2 Type 2 Compliance and Audit and complies with Criminal Justice Information Systems (CJIS) Standards.

CUSTOMER FIRST CENTER SERVICE MONITORING

Appriss Insights monitors calls received by the Customer First Center (CFC) on a random frequency basis. This allows for the evaluation of the caller's experience and VINE Service Representative's (VSR) performance. A Score Card is used to identify training and coaching opportunities for the VSR to continually improve the overall caller experience.

ASSUMPTIONS AND RISKS

- Change Requests
 - Any changes requested beyond this statement of work will be documented in a formal Change Order. The Change Order will include the reason for the change, a complete description of work to be performed, estimated timeline to complete the task, cost associated with the change and an impact analysis indicating ramifications or impacts to New Hampshire VINE.
- New Hampshire VINE Agencies are responsible for the following action items:
 - Provide data elements required by Appriss Insights to initiate timely notifications.
 - Appriss Insights shall communicate directly with Local Agencies regarding service-related issues. The Department of Justice shall remain available to assist should such be necessary and within the scope of the Department of Justice's authority.
 - Payments of invoices are based upon Appriss Insights providing the stated services and upon the New Hampshire Department of Justice acceptance of invoices.

ENHANCED VINE PRODUCT FEATURES

At its most basic purpose, VINE was created to benefit victims by giving them access to the information they need to stay safe. VINE was built on this foundation and has only expanded and improved the benefits that victims rely on. Along with victims of crime, Appriss Insights has designed features and functionality built into the Enhanced VINE solution that also benefit VINE Program Managers and victim service providers.

Enhanced user experience

- A streamlined approach to the search and registration process for victims and survivors, via phone, web, and mobile devices
- Voice-driven telephone capabilities, including voice recognition for victims to search and register (versus key prompts) for a faster and more intuitive means of service.
- An expanded mobile platform for a seamless web/mobile experience. Regardless of how a victim accesses VINE (i.e., PC, tablet, or smart phone), they will have access to the same features/functions independent of device.

Confidential user profiles option

- Provides victims/survivors enhanced access to services and consolidation of critical information.
- Optional profiles are secured by a password that users determine.
- Victims/survivors determine what information is shared from their profile and with whom the information is shared.
- Victims/survivors' registrations and registration types can be viewed in one central location.
- Victims/survivors have the option to register for in-app notifications.

Information beyond offender notifications

- Victims/survivors can search for service providers by state (or nationally) by crime/service type.
- Victims/survivors will be able to view information published by approved service

providers. Safety Feature

- A "Quick Escape" feature that allows users to quickly exit the application.

Offender Record Linking

- Users only register once to receive notifications on a specific offender.
- Registration follows the offender should they be transferred to another agency within the state.

Service Provider Network

- Service provider information and description of services provided directly to victims/survivors.
- A single, centralized location for victims to locate service providers based on selected criteria.
- Service providers are subject to approval by the state's Program Manager.

Enhanced Reporting

- Analytics-based reporting will be available to administrators.
- Usage reports on VINE will be available, including registration and notification metrics.
- Performance dashboards will be made available to measure VINE program performance.

Improved supportability and efficiencies

- Product feature updates will take place through configuration changes, resulting in zero downtime.
- Script development and deployment will be simplified.
- The platform is designed with a service-oriented architecture to improve expandability and maintenance.
- Disaster recovery architecture has been improved for efficiency and security.
- The enhanced platform provides improved troubleshooting capabilities.
- Product feature updates will be published in the "New in VINE" section allowing users to stay up to date on the latest news and feature improvements made to VINE.

Benefits to State Program Managers

- A single sign-on portal will be available for everything needed to manage the VINE program.

APPRISS INSIGHTS HISTORY

The Victim Information Notification Everyday (VINE) solution is based on over 24 years of experience in providing large-scale automated victim notification services. VINE is the nation's premier automated system currently being used in 48 states covering over 3,000 communities. Appriss Insights is also a key partner in the Victim Notification Service utilized by the federal government in keeping the victims of federal crimes informed on the status of

offenders. Due to years of knowledge, experience, and capabilities in providing victim notification services, Appriss Insights was requested to contribute in the development of the Bureau of Justice Assistance's Planning, Implementing and Operating Effective Statewide Automated Victim Information and Notification (SAVIN) Programs – Guidelines and Standards.

VINE provides an inquiry and notification system that is available through both Internet and telephone access. The telephone service provides access via automated services and live operators on a 24 x 7 x 365 basis. Notifications are made using the most secured system possible. The VINE system includes security features that prevent unauthorized individuals from accessing information pertaining to registrants or state information, as well as ensure that data transmission, processing, and storage are secure. The system also backs up records stored electronically and prevents unauthorized access to, or amendment of, these records. Appriss Insights uses the CJIS Security Policy to guide its Information Security Program. VINE also provides administrators the ability to logon through a secure portal to generate usage reports on demand. Such reports can be generated to show weekly, monthly, and annual usage numbers for both inquiries and notifications by type. All such reports are available in an electronic or printed format.

EXHIBIT E

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") sets the terms and understanding between the New Hampshire Department of Justice (the "DOJ") and the [XXXX] County Department of Corrections in reference to VINE

Background

Since 1995, Appriss Insights (the "Vendor") has successfully partnered with hundreds of law enforcement agencies in nearly every state to provide its citizens with their flagship service, VINE (Victim Information and Notification Everyday). VINE has benefited millions of registrants since its inception by providing them the power of knowledge and ability to better ensure their safety, as well as the safety of those close to them.

In New Hampshire, VINE was provided to county law enforcement and corrections divisions through the efforts of Sullivan County. That office is no longer able to act as the liaison with the Vendor. The New Hampshire Department of Justice views VINE as an important service, and accordingly, has entered into an agreement with the Vendor that seeks to keep VINE available to the counties.

Purpose

This MOU will ensure that the VINE program will continue to provide direct services to victims of crime offering them the right to receive notification or information regarding an offender's status 24 hours a day, 7 days a week, 365 days a year and the ability to remain anonymous in the process. The VINE program shall remain to be free, confidential and anonymous to all users.

Development and Operation

The DOJ shall initiate the implementation and management of the system in partnership with the Vendor, who will provide a dedicated client relationship manager and project manager to the project.

At the request of the County, the DOJ shall inform the Vendor that the County wishes to continue its relationship with the Vendor. The DOJ shall pay the Vendor for the services for the County.

The Vendor will provide web-based reporting tool that will use statistics to outline the performance of the project. The DOJ understands that the County either currently possesses and maintains all the hardware and software required for the County to participate in the VINE program, or if not, that it will procure such required materials through Appriss or on its own.

The initial costs of setting up the connection with the Vendor, and the maintenance of the connection shall be paid by the DOJ. Any upgrades or updates needed to maintain connection with the Vendor after the initial connection, provided these upgrades or updates are part of ongoing development by the Vendor, are considered maintenance. However, any other changes to the County's automated system (Booking System) made after the initial connection are not included and are the obligation of the County.

Technology agreements usually focus on the costs to implement the contracted-for services and costs to maintain the services once they have been implemented. Since VINE has already been implemented throughout the State of New Hampshire, the implementation costs described in the previous paragraph have already been met. Accordingly, the DOJ has committed to pay only the annual maintenance costs. In other words, the Vendor will continue to provide services to the counties as in the past. Only the annual fees that keep the service available will be paid by the DOJ.

The costs of any enhancements, either of hardware or software, beyond those that are part of the original implementation of the VINE services, are not anticipated by or to be paid by the DOJ. See Contract with Vendor, "Additional Services," paragraph V of Exhibit B, Scope of Work." The Vendor charges \$160.00 per hour for these enhancements, in addition to any costs for parts or materials. As the contract with Appriss is subject to Governor and Council approval, the DOJ is not authorized to spend additional funds. Accordingly, any additional expenses shall be the obligation of the County and shall be paid to the Vendor directly by the County. Should the costs of any such Additional Services initially be paid by the DOJ, the County shall reimburse the DOJ for their costs.

The County is responsible for providing the personnel and resources required to maintain and ensure its eligibility to participate in the VINE program. The County assumes full responsibility for complying with the Vendor

Funding

This MOU is not a commitment of funds. This MOU does not constitute an ongoing obligation for DOJ to fund the County's participation in the VINE program, and the DOJ may terminate its participation at any time with reasonable notice.

Duration

The duration of the grant is one year.

Contract Vine - FINAL 04-18-2023

Final Audit Report

2023-04-20

Created:	2023-04-18
By:	Kathleen Carr (Kathleen.B.Carr@doj.nh.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbl2rw7QspPSQo88BCcWf0HxpGASnx0sc

"Contract Vine - FINAL 04-18-2023" History

-  Document created by Kathleen Carr (Kathleen.B.Carr@doj.nh.gov)
2023-04-18 - 6:37:52 PM GMT
-  Document emailed to emily.kamer@equifax.com for signature
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-  Email viewed by emily.kamer@equifax.com
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-  Document signing delegated to jarrod.carnahan@equifax.com by emily.kamer@equifax.com
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-  Document emailed to jarrod.carnahan@equifax.com for signature
2023-04-20 - 1:56:22 PM GMT
-  Email viewed by jarrod.carnahan@equifax.com
2023-04-20 - 2:04:31 PM GMT
-  Signer jarrod.carnahan@equifax.com entered name at signing as Jarrod Carnahan
2023-04-20 - 2:06:34 PM GMT
-  Document e-signed by Jarrod Carnahan (jarrod.carnahan@equifax.com)
Signature Date: 2023-04-20 - 2:06:38 PM GMT - Time Source: server
-  Agreement completed.
2023-04-20 - 2:06:38 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that APPRISS INSIGHTS, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on February 23, 2022. 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: 894189

Certificate Number: 0006202715



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

SECRETARY'S CERTIFICATE
of
APPRISS INSIGHTS, LLC

I, Emily McConnell, hereby certify that I am a duly elected, qualified Assistant Secretary of Appriss Insights, LLC, a Delaware limited liability company (the "Company"), and that as such, I am authorized to execute and deliver this certificate on behalf of the Company. I hereby further certify, in my capacity as Assistant Secretary of the Company and not in my personal capacity, as follows on behalf of the Company:

1. Appriss Insights, LLC is a wholly-owned subsidiary of Equifax Inc., a Georgia corporation ("Equifax").
2. The following individual holds the position set forth opposite his name with Equifax:

Jarrod Camahan

Vice President, Government & Victim Services

3. By virtue of his position with Equifax, the ultimate parent of the Company, the above-named individual has authority to execute contractual commitments on behalf of the Company for the following lines of business:

VINE

Incarceration Intelligence

Justice Intelligence

Compliance

IN WITNESS WHEREOF, the undersigned has executed this certificate on this 27th day of April, 2023.

By: Emily McConnell
Name: Emily McConnell
Title: Assistant Secretary

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
SHORT FORM STANDING**

**APPRISS INSIGHTS, LLC
0600476277**

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named Delaware Foreign Limited Liability Company was registered by this office on February 23, 2022.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and office are:

**CORPORATION SERVICE COMPANY
PRINCETON S. CORPORATE CTR, #160
100 CHARLES EWING BLVD
EWING, NJ 08628**



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
20th day of April, 2023*

Elizabeth Maher Muoio

**Elizabeth Maher Muoio
State Treasurer**

Certificate Number : 6142358393

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/26/2023

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).

PRODUCER
MARSH USA, LLC.
TWO ALLIANCE CENTER
3560 LENOX ROAD, SUITE 2400
ATLANTA, GA 30326
Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321
CN101920890-APP-GAWUP-22-24

CONTACT NAME:	
PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Zurich American Insurance Company	NAIC # 16535
INSURER B: N/A	N/A
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Equifax Inc. & All Subsidiaries
Appriss Insights
9901 Linn Station Road, Suite 500
Louisville, KY 40223

COVERAGES CERTIFICATE NUMBER: ATL-005576810-06 REVISION NUMBER: 6

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	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:		GLA 3906538-00	05/01/2023	05/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person): \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		AUC 3850189-00	05/01/2023	05/01/2024	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	WC 4257158-00 (AOS) WC 4257158-00 (AZ)	05/01/2023 05/01/2023	05/01/2024 05/01/2024	☒ PER STATUTE ☐ 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)

CERTIFICATE HOLDER

Department of Justice
33 Capitol Street
Concord, NH 03301

CANCELLATION

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

Marsh USA Inc.

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