

EXHIBIT B

CONTRACT & LEASE AGREEMENT CONTROL FORM

Date: 10/29/12

Contract/Lease Control #: C03-0981-^{COR} -- Amendment # 3

Bid #: N/A

Contract/Lease Type: AGREEMENT/MOA

Award to/Lessee: FL DEPARTMENT OF CORRECTIONS/APPRISS

Lessor:

Effective Date: 8/24/2003

Term/Expires: 9/30/2017

Description of Contract/Lease: VINE NOTIFICATION SYSTEM

Department Manager: CORRECTIONS

Department Monitor: PAUL LAWSON

C03-0981-COR
FLORIDA DEPT. OF CORRECT/APPRISS
VINE NOTIFICATION SYSTEM

Monitor's Telephone #: 689-5690

Monitor's Fax #: 689-5090

Date Closed:

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11-30-2018

Contract/Lease Control #: C03-0981-COR

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: FL. DEPT OF CORRECTIONS/APPRISS

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 11/20/2018

Expiration Date: 09/30/2021

Description of Contract/Lease: VINE NOTIFICATION SYSTEM

Department: COR

Department Monitor: VAUGHN

Monitor's Telephone #: 850-689-5690

Monitor's FAX # or E-mail: SVAUGHN@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

MEMORANDUM OF AGREEMENT

BETWEEN

THE FLORIDA DEPARTMENT OF CORRECTIONS

AND

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

This Memorandum of Agreement ("Agreement") is between the Florida Department of Corrections ("Department") and the Okaloosa County Board of County Commissioners ("Agency"), which are the parties hereto.

WITNESSETH

WHEREAS, the Florida Legislature, in the 2018 Legislative Session required the Department to continue the statewide Victim Information Notification Everyday (VINE), in an effort to provide automated offender information and notification to all victims of crime when an offender is released or escapes;

WHEREAS, the Department entered into a contract with APPRISS, INC. ("Service Provider") effective October 1, 2018, pursuant to Single Source #FDC SS-17-177 authorized in accordance with Section 287.057(3)(c), Florida Statutes (F.S.), to develop, implement, and support a statewide victim notification and information service (hereinafter referred to as the "Service"). This Service is available to victims of crime and the general public, 24 hours a day, 7 days a week, 365 days a year;

WHEREAS, the Agency is a member of the State of Florida Criminal Justice System and, as such, desires to participate in the Service; and

WHEREAS, this Agreement is entered into to establish the respective roles and responsibilities of Agency with the Department in the Service.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions set forth below, the parties agree as follows:

I. TERM OF AGREEMENT

This Agreement shall begin on the date of last signature by the parties. This Agreement, unless earlier terminated by mutual written agreement of the parties, shall remain in full force and effect so long as there exists a current written contractual agreement between the Department and APPRISS, INC.

II. EFFECT OF OTHER CONTRACTS/AGREEMENTS

The Contract is incorporated herein as if fully stated and all terms and conditions thereof where applicable, shall apply to this Agreement.

III. LICENSE FEES

- A. Pursuant to the authority granted to the Department in the Contract with APPRISS, INC., the Contractor shall grant a non-exclusive, non-transferable license to the Department which will grant permission to the Agency to use VINEWATCH software for the duration of this Agreement. The Agency's participation shall be governed by the terms of the Contract with APPRISS, INC.
- B. The Agency understands and agrees that license fees payable to the Service Provider for services rendered to the Department and the Agency are under the Contract with APPRISS, INC. The fees consist of start-up costs, if applicable, for the Agency, and annual maintenance fees. The fees will be paid by the Department from the effective date of this Agreement through the date of expiration of the term of this Agreement as described in Section I., TERM OF AGREEMENT herein, or as specified in Section III., C. LICENSE FEES.
- C. The Department reserves the right to request payment of maintenance fees from the Agency should the Department not receive annual appropriation by the Legislature. As consideration for their continued participation in the Service, the Agency would be responsible for the maintenance fee, or may choose to discontinue the service.

IV. RESPONSIBILITIES OF THE AGENCY

- A. The Agency shall coordinate with the Service Provider in development, installation, connection, if applicable, and continued support, of the system data interface necessary to extract data required for the system. This includes, but is not limited to, assistance with local network connectivity, physical site access for equipment installation, maintenance, and programming to create data extract files.
- B. The Agency shall be responsible for any additional charges incurred from either internal Management Information System (MIS) staff or third party vendors for programming necessary to create extracted files from existing automated systems.
- C. If the Agency installs a new, or changes an existing, booking system after the initial interface has been implemented, if applicable, additional programming charges may apply for work required by the Service Provider to program and test the new interface and will be the responsibility of the Agency. These charges are in addition to any charges that may be applied by the Agency's MIS staff or third party vendor responsible for the new booking system.
- D. The Service Provider will install a computer or provide another form of connectivity (hereinafter referred to as "VINE Gateway") at the Agency where it is needed for the interface. The purpose of the VINE Gateway is to obtain offender information from the site and transmit it to the National Operations Center.
 - 1. The VINE Gateway should not be used for any other purposes by the Agency's staff. Other usage of the computer by Agency staff beyond the indicated purpose may cause loss of data or interfere with data collection. In such cases, the Agency will be responsible for any anomaly in the data or the interruption in the service.
 - 2. Any damage to a VINE Gateway resulting from Agency usage for purposes other than the VINE interface will void all warranties on the equipment. Replacement and/or repair of equipment as the result of Agency staff misuse will be the responsibility of the Agency.

V. AGREEMENT MANAGEMENT

A. Department's Agreement Administrator

The Agreement Administrator is responsible for maintaining the official Agreement file, processing any amendments, termination of the Agreement, and maintaining records of all formal correspondence between the parties regarding administration of this Agreement.

The title, address, and telephone number of the Department's Agreement Administrator is:

Contract Administrator
Bureau of Procurement
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3681
Fax: (850) 488-7189

B. Agreement Managers

The parties have identified the following individuals as Agreement Managers. These individuals are responsible for enforcing performance of the Agreement terms and conditions and shall serve as Agreement Managers regarding issues arising out of this Agreement.

FOR THE DEPARTMENT

Lisa Kinard, Correctional Program Administrator
Office of Community Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3123
Fax: (850) 487-3476
Email: Lisa.Kinard@fdc.myflorida.com

FOR THE AGENCY

Graham W. Fountain, Chairman
Okaloosa County Board of County Commissioners
302 N. Wilson Street, Suite 302
Crestview, Florida 32536
Telephone: (850) 689-5030
Fax: (850) 689-5092
Email: spella@myokaloosa.com

VI. REVIEW AND MODIFICATION

Upon request of either party, both parties will review this Agreement in order to determine whether its terms and conditions are still appropriate. The parties agree to renegotiate terms and conditions hereof if it is mutually determined that significant changes in this Agreement are necessary. There are no obligations to agree by either party.

After execution of this Agreement, modifications to the provisions contained herein, with the exception of Section V., AGREEMENT MANAGEMENT, shall be valid only through execution of a formal written amendment to the Agreement. Any changes in the information contained in Section V., AGREEMENT MANAGEMENT, will be provided to the other party, in writing, and a copy of the written notification shall be maintained in the official Agreement record.

VII. TERMINATION

This Agreement may be terminated at any time upon the mutual consent of both parties or unilaterally by either party upon no less than 30 calendar days' notice. Notice shall be delivered by express mail or other method whereby a receipt of delivery may be obtained.

In addition, this Agreement may be terminated with 24 hours' notice by the Department for any failure of the Agency to comply with the terms of this Agreement or any applicable Florida law.

VIII. OTHER CONDITIONS

A. Public Records Law

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119 and Section 945.10, F.S., made or received by the Agency in conjunction with this Agreement. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Agreement.

B. Sovereign Immunity

The Agency and the Department are state agencies or political subdivisions as defined in Section 768.28, F.S., and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

C. Confidentiality

The Agency shall ensure all staff assigned to this Agreement maintains confidentiality with reference to individual participants receiving services in accordance with applicable local, state, and federal laws, rules, and regulations. The Department and the Agency agree that all information and records obtained in the course of providing services under this Agreement shall be subject to confidentiality and disclosure provisions of applicable federal and state statutes and regulations adopted pursuant thereto.

The Agency agrees to keep all Department personnel information (i.e., Department's staff telephone numbers, addresses, etc.) strictly confidential and shall not disclose said information to any person, unless released, in writing, by the Department.

D. Independent Contractor Status

The Agency shall be considered an independent Contractor in the performance of its duties and responsibilities under this Agreement. The Department shall neither have nor exercise any control or direction over the methods by which the Agency shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

E. Data Sharing

The Department and the Agency acknowledge their separate obligations to store and disseminate data in compliance with the requirements of Public Records Law, Chapter 119, F.S., and with other applicable statutes that constitute express exceptions to the requirements of Section 119.07(1), F.S., by making certain categories of records confidential, exempt from disclosure, or accessible as prescribed by statute. The Agency acknowledges that the data exchanged between them has been provided for official purposes and that public access to such data is limited and prescribed by statute. The Agency therefore agrees, consistent with public records law, to refer third parties requesting delivery of information to the originating party. Agency further agrees to disseminate data only in compliance with confidentiality restrictions and in recognition of the

exemptions from disclosure provided by law and to provide advance copies of documents involving the other party's data for review to determine if there has been an inadvertent disclosure of confidential information as described herein prior to publication.

F. Notices

All notices required or permitted by this Agreement shall be given in writing and by hand-delivery or email to the respective addresses of the parties as set forth in Section V., AGREEMENT MANAGEMENT, above. All notices by hand-delivery shall be deemed received on the date of delivery and all notices by email shall be deemed received when they are transmitted and not returned as undelivered or undeliverable. Either party may change the names, addresses, or telephone numbers set forth in Section V., AGREEMENT MANAGEMENT, above by written notice given to the other party as provided above.

G. Cooperation with Inspector General

In accordance with Section 20.055(5), F.S., the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

H. Disputes

Any dispute concerning performance of the terms of this Agreement shall be resolved informally by the Agreement Managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Assistant Secretary of Community Corrections. The Department's Assistant Secretary of Community Corrections shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency, the Department's Agreement manager, and the Department's Agreement Administrator.

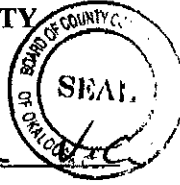
I. Americans with Disabilities Act

The Agency shall comply with the Americans with Disabilities Act. In the event of the Agency's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended, in whole or in part, and the Agency may be declared ineligible for further Agreements.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

AGENCY:
OKALOOSA COUNTY BOARD OF COUNTY
COMMISSIONERS



SIGNED
BY:

Graham W. Fountain

NAME: Graham W. Fountain

TITLE: Commissioner

DATE: 11/6/2018

FEIN:

FLORIDA DEPARTMENT OF CORRECTIONS

Approved as to form and legality, subject to execution.

SIGNED
BY:

Kasey B. Faulk

NAME: Kasey B. Faulk

TITLE: Chief, Bureau of Procurement

DATE: 11/20/18

SIGNED
BY:

Kenneth S. Steely

NAME: Kenneth S. Steely

TITLE: General Counsel

DATE: 11/19/18

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C03-098100K Tracking Number: 315849
Procurement/Contractor/Lessee Name: FL Dept of ECR Grant Funded: YES ___ NO X
Purpose: renewal
Date/Term: 9-30-21
Amount: 0
Department: Vaughn
Dept. Monitor Name: PS

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 10-24-18
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

2CFR Compliance Review (if required)

Approved as written: NO federal
Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attach
Date: 10-25-18
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attach
Date: 10-25-18
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received:
Date: _____
Finance Manager or designee

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Wednesday, October 24, 2018 7:30 PM
To: Roland Sims
Cc: DeRita Mason; Thomas Martin; Stefan W.Vaughn
Subject: RE: Florida Department of Corrections Agreement #A4648

Thanks Roland! This is approved for both legal and risk purposes.

From: Roland Sims [mailto:rosims@myokaloosa.com]
Sent: Tuesday, October 23, 2018 4:42 PM
To: Stefan W.Vaughn
Cc: DeRita Mason; Thomas Martin; Parsons, Kerry
Subject: Florida Department of Corrections Agreement #A4648
Importance: High

Good Afternoon Mr. Vaughn,

I just received this from Samantha Cutsinger in the BCC North Office and I believe it is for your team.

I took the liberty to include DeRita, Martin, and Kerry to assist with the coordination process.

Respectfully,

Roland Sims Jr.
Executive Assistant II
Okaloosa County Administration Building
1250 N Eglin Parkway
Suite 102
Shalimar, FL 32579
(850) 651-7515



CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10-18-2017

Contract/Lease Control #: C03-0981-COR

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: FL. DEPARTMENT OF CORRECTIONS/APPRISS

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/24/2013

Expiration Date: 09/30/2018

Description of Contract/Lease: VINE NOTIFICATION SYSTEM

Department: COR

Department Monitor: VAUGHN

Monitor's Telephone #: 850-689-5690

Monitor's FAX # or E-mail: SVAUGHN@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office

MEMORANDUM OF AGREEMENT

BETWEEN

THE FLORIDA DEPARTMENT OF CORRECTIONS

AND

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

This Memorandum of Agreement ("Agreement") is between the Florida Department of Corrections ("Department") and the Okaloosa County Board of County Commissioners ("Agency"), which are the parties hereto.

WITNESSETH

WHEREAS, the Florida Legislature, in the 2017 Legislative Session required the Department to continue the statewide Victim Notification and Information Service Network (VINE), in an effort to provide automated offender information and notification to all victims of crime when an offender is released or escapes;

WHEREAS, the Department entered into Contract #C2899 with APPRISS, INC. ("Service Provider") effective October 1, 2017, pursuant to Single Source #FDC SS-17-177 authorized in accordance with Section 287.057(3)(c), Florida Statutes (F.S.), to develop, implement, and support a statewide victim notification and information service (hereinafter referred to as the "Service"). This service is available to victims of crime and the general public, 24 hours a day, 7 days a week, 365 days a year;

WHEREAS, the Agency is a member of the State of Florida Criminal Justice System and, as such, desires to participate in the Service; and

WHEREAS, this Agreement is entered into to establish the respective roles and responsibilities of Agency with the Department in the Service.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions set forth below, the parties agree as follows:

I. TERM OF AGREEMENT

This Agreement shall begin on the date of last signature by the parties and shall be co-terminus with the October 1, 2017 Contract, #C2899, between the Department and the Service Provider unless terminated earlier under the provisions of this Agreement.

II. EFFECT OF OTHER CONTRACTS/AGREEMENTS

Contract #C2899 is incorporated herein as if fully stated and all terms and conditions thereof where applicable, shall apply to this Agreement.

III. LICENSE FEES

- A. Pursuant to the authority granted to the Department in Contract #C2899, the Contractor shall grant a non-exclusive, non-transferable license to the Department which will grant permission to the Agency to use VINEWATCH software for the duration of this Agreement. The Agency's participation shall be governed by the terms of Contract #C2899.
- B. The Agency understands and agrees that license fees payable to the Service Provider for services rendered to the Department and Agency are under Contract #C2899. The fees consist of start-up costs, if applicable, for an Agency, and annual maintenance fees. The fees will be paid by the Department from the effective date of this Agreement through the date of expiration of the term of this Agreement as described in Section I., herein, or as specified in Section III., C.
- C. The Department reserves the right to request payment of maintenance fees from the Agency should the Department not receive annual appropriation by the Legislature. As consideration for their continued participation in the Service, the Agency would be responsible for the maintenance fee, or may choose to discontinue the service.

IV. RESPONSIBILITIES OF THE AGENCY

- A. The Agency shall coordinate with the Service Provider in development, installation, connection, if applicable, and continued support, of the system data interface necessary to extract data required for the system. This includes, but is not limited to, assistance with local network connectivity, physical site access for equipment installation, maintenance, and programming to create data extract files.
- B. The Agency shall be responsible for any additional charges incurred from either internal MIS staff or third party vendors for programming necessary to create extract files from existing automated systems.
- C. If the Agency installs a new, or changes an existing, booking system after the initial interface has been implemented, if applicable, additional programming charges may apply for work required by the Service Provider to program and test the new interface and will be the responsibility of the Agency. These charges are in addition to any charges that may be applied by the Agency's MIS staff or third party vendor responsible for the new booking system.
- D. The Service Provider will install a computer or provide another form of connectivity (hereinafter referred to as "VINE Gateway") at the Agency where it is needed for the interface. The purpose of the VINE Gateway is to obtain offender information from the site and transmit it to the National Operations Center.
 - 1. The VINE Gateway should not be used for any other purposes by the site's staff. Other usage of the computer by staff beyond the indicated purpose may cause loss of data or interfere with data collection. In such cases, the Agency will be responsible for any anomaly in the data or the interruption in the service.
 - 2. Any damage to a VINE Gateway resulting from Agency usage for purposes other than the VINE interface will void all warranties on the equipment. Replacement and/or repair of equipment as the result of agency staff misuse will be the responsibility of the Agency.

V. AGREEMENT MANAGEMENT

A. Department's Agreement Administrator

The Agreement Administrator is responsible for maintaining the official Agreement file, processing any amendments, termination of the Agreement, and maintaining records of all formal correspondence between the parties regarding administration of this Agreement.

The title, address, and telephone number of the Department's Agreement Administrator is:

Contract Administrator
Bureau of Procurement
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3681
Fax: (850) 488-7189

B. Agreement Managers

The parties have identified the following individuals as Agreement Managers. These individuals are responsible for enforcing performance of the Agreement terms and conditions and shall serve as Agreement Managers regarding issues arising out of this Agreement.

FOR THE DEPARTMENT

Lisa Kinard, Correctional Program Administrator
Office of Community Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3123
Fax: (850) 487-3476
Email: Lisa.Kinard@fdc.myflorida.com

FOR THE AGENCY

Stefan W. Vaughn, Ed.S, MSA, CPM
Chief Correctional Officer, Director
1250 Elgin Parkway
Shalimar, Florida 32579-2307
Telephone: (850) 689-5763
Fax: (850) 609-3048
Email: svaughn@co.okaloosa.fl.us

VI. REVIEW AND MODIFICATION

Upon request of either party, both parties will review this Agreement in order to determine whether its terms and conditions are still appropriate. The parties agree to renegotiate terms and conditions hereof if it is mutually determined that significant changes in this Agreement are necessary. There are no obligations to agree by either party.

After execution of this Agreement, modifications to the provisions contained herein, with the exception of Section V., AGREEMENT MANAGEMENT, shall be valid only through execution of a formal written amendment to the Agreement. Any changes in the information contained in Section V., AGREEMENT MANAGEMENT, will be provided to the other party in writing and a copy of the written notification shall be maintained in the official Agreement record.

VII. TERMINATION

This Agreement may be terminated at any time upon the mutual consent of both parties or unilaterally by either party upon no less than 30 calendar days' notice. Notice shall be delivered by express mail or other method whereby a receipt of delivery may be obtained.

In addition, this Agreement may be terminated with 24 hours' notice by the Department for any failure of the Agency to comply with the terms of this Agreement or any applicable Florida law.

VIII. OTHER CONDITIONS

A. Public Records Law

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119 and Section 945.10, F.S., made or received by the Agency in conjunction with this Agreement. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Agreement.

B. Sovereign Immunity

The Agency and the Department are state agencies or political subdivisions as defined in Section 768.28, F.S., and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

C. Confidentiality

The Agency shall ensure all staff assigned to this Agreement maintains confidentiality with reference to individual participants receiving services in accordance with applicable local, state, and federal laws, rules, and regulations. The Department and the Agency agree that all information and records obtained in the course of providing services under this Agreement shall be subject to confidentiality and disclosure provisions of applicable federal and state statutes and regulations adopted pursuant thereto.

The Agency agrees to keep all Department personnel information (i.e., FDC staff telephone numbers, addresses, etc.) strictly confidential and shall not disclose said information to any person, unless released in writing by said Department.

D. Independent Contractor Status

The Agency shall be considered an independent Contractor in the performance of its duties and responsibilities under this Agreement. The Department shall neither have nor exercise any control or direction over the methods by which the Agency shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

E. Data Sharing

The Department and the Agency acknowledge their separate obligations to store and disseminate data in compliance with the requirements of Public Records Law, Chapter 119, F.S., and with other applicable statutes that constitute express exceptions to the requirements of Section 119.07(1), F.S., by making certain categories of records confidential, exempt from disclosure, or accessible as prescribed by statute. The Agency acknowledges that the data exchanged between them has been provided for official purposes and that public access to such data is limited and prescribed by statute. The Agency therefore agrees, consistent with public records law, to refer third parties requesting delivery of information to the originating party. Agency further agrees to disseminate data only in compliance with confidentiality restrictions and in recognition of the

exemptions from disclosure provided by law and to provide advance copies of documents involving the other party's data for review to determine if there has been an inadvertent disclosure of confidential information as described herein prior to publication.

F. Notices

All notices required or permitted by this Agreement shall be given in writing and by hand-delivery or email to the respective addresses of the parties as set forth in Section V., above. All notices by hand-delivery shall be deemed received on the date of delivery and all notices by email shall be deemed received when they are transmitted and not returned as undelivered or undeliverable. Either party may change the names, addresses, or telephone numbers set forth in Section V., above by written notice given to the other party as provided above.


G. Cooperation with Inspector General

In accordance with Section 20.055(5), F.S., the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

THIS SPACE INTENTIONALLY LEFT BLANK


IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

SIGNED BY: *Carolyn N. Ketchel* 

NAME: Carolyn N. Ketchel

TITLE: Chairman
Board of County Commissioners

SIGNED BY: *J. D. Peacock, II* 

NAME: J. D. Peacock, II

TITLE: Clerk of Circuit Court

FEID #: _____

FLORIDA DEPARTMENT OF CORRECTIONS

Approved as to form and legality, subject to execution.

SIGNED BY: *Kasey B. Faulk*

NAME: Kasey B. Faulk

TITLE: Chief, Bureau of Procurement

DATE: 10/6/17

SIGNED BY: *Kenneth S. Steely*

NAME: Kenneth S. Steely

TITLE: General Counsel

DATE: 10/2/17

CONTRACT BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS
AND
APPRISS, INC.

This Contract is between the Florida Department of Corrections ("Department") and Appriss, Inc., ("Contractor"), which are the parties hereto.

WITNESSETH

Whereas, the Department has supervisory and protective care, custody, and control of the inmates, buildings, grounds, property, and all other matters pertaining to facilities and programs for the imprisonment, correction, and rehabilitation of adult offenders in accordance with Section 945.025, Florida Statutes (F.S.);

Whereas, it is necessary that budget resources be allocated effectively;

Whereas, this Contract is entered into pursuant to Single Source #SS-17-177 authorized pursuant to Section 287.057 (3)(c), F.S.; and

Whereas, the Contractor is a qualified and willing participant with the Department to provide a statewide automated victim notification service (hereinafter referred to as "Service") to the Department, the Department of Juvenile Justice, and the local Sheriffs/County Jails (hereinafter referred to as "participating entities").

Therefore, in consideration of the mutual benefits to be derived hereby, the Department and the Contractor do hereby agree as follows:

I. CONTRACT TERM AND RENEWAL

A. Contract Term

This Contract shall begin on October 1, 2017, or the date on which it is signed by both parties, whichever is later, and shall end at midnight on September 30, 2018. In the event this Contract is signed by the parties on different dates, the latter date shall control.

B. Contract Renewal

This Contract may not be renewed.

II. SCOPE OF SERVICE

A. General Service Description/Purpose

The Contractor shall provide statewide automated victim notification services to the Department of Corrections' Office of Institutions and Community Corrections, the Department of Juvenile Justice, and local Sheriff/County Jails. The Contractor shall integrate offender data and victim information maintained by the Department, and the participating entities, to the Contractor provided call center through computers and telephone lines. This information shall include the current status on offenders and inmates, and shall be accessible 24 hours a day, 365 days a year by victims and the general public through a Contractor provided toll-free telephone number and

internet site. The notification methods shall include letters, phone, email, SMS "short message service", and TTY "Teletype Writer" for all participating entities.

As part of the service, the Contractor shall create and deliver AlertXpress. Registrants of AlertXpress shall have the ability to select notifications by specified zip codes and will not be required to confirm receipt of the message. The Department shall have the ability to modify the frequency and locations of the automated telephone notifications to meet agency needs.

B. Rules and Regulations

1. The Contractor shall provide all services in accordance with all applicable federal and state laws, rules, and regulations, and Department of Corrections' rules and procedures. All such laws, rules, and regulations, current and/or as revised, are incorporated herein by reference and made a part of this Contract. The Contractor and the Department shall work cooperatively to ensure service delivery is in complete compliance with all such rules and regulations.
2. The Contractor shall ensure that all Contractor's staff providing services under this Contract complies with prevailing ethical and professional standards, and the statutes, rules, procedures, and regulations mentioned above.
3. Should any of the above laws, standards, rules, or regulations, Department procedures, or directives change during the course of this Contract term, the updated version will take precedence.
4. The Contractor shall pay for all costs associated with local, state, and federal licenses, permits, and inspection fees required to provide services. All required permits and licenses shall be current, maintained on site and a copy submitted to the Contract Manager, or designee, upon request.
5. The Contractor shall not share, disseminate, sell, or transfer any data acquired under this Contract to any person, corporation, or other entity without the expressed written permission of the Department's Contract Manager. The Department will not require prior approval to release data acquired under this Contract to law enforcement or governmental entities for the first six months of the Contract term. Use of the data after the first six (6) months of the Contract term will require express written permission of the Department's Contract Manager. All data provided to the Contractor by the Department is and shall remain sole property of the Department. Any information related to the identity, whereabouts, or physical characteristics of any victim is confidential by law and shall not be shared with any person or entity.

C. Definitions

1. VINE: Victim Information and Notification Everyday: An automated service that allows victims and the general public to be notified of status changes of offenders and inmates. The system offers a free and anonymous telephone service that provides victims of crime with two important features: information and notification.
2. VINEWatch: A restricted and secure internet site provided by the Contractor, to be used by the Statewide VINE Administrator and those designated by each participating entity, to monitor and modify victim information and assist victims as requested.

3. AlertXpress: A large scale automated telephonic notification solution that will allow the communities in Florida (people and businesses) the opportunity to register to receive telephonic notifications of inmate escapes or any other potential environmental hazards within the proximity of a state correctional institution, annex, or other correctional facility at no charge to the Department.

D. Communications

Contract communications will be in three (3) forms: routine, informal, and formal. For the purposes of this Contract, the following definitions shall apply:

- Routine: All normal written communications generated by either party relating to service delivery. Routine communications must be acknowledged or answered within 30 calendar days of receipt.
- Informal: Special written communications deemed necessary based upon either contract compliance or quality of service issues. Must be acknowledged or responded to within 15 calendar days of receipt.
- Formal: Same as informal but more limited in nature and usually reserved for significant issues such as Breach of Contract, failure to provide satisfactory performance, assessment of Financial Consequences, or Contract termination. Formal communications shall also include requests for changes in the scope of the Contract and billing adjustments. Must be acknowledged upon receipt and responded to within seven (7) calendar days of receipt.

The only personnel authorized to use formal contract communications are the Department's Division Director, the Department's Bureau Chief, the Department's Bureau Chief of Procurement, the Department's Contract Manager, the Department's Contract Administrator, and the Contractor's CEO or Project Manager. Designees or other persons authorized to utilize formal contract communications must be agreed upon by both parties and identified in writing within 10 calendar days of execution of the Contract. Notification of any subsequent changes must be provided, in writing, prior to issuance of any formal communication from the changed designee or authorized representative.

In addition to the personnel named under formal contract communications, personnel authorized to use informal contract communications include any other persons so designated, in writing, by the parties.

If there is an urgent administrative problem the Department shall make contact with the Contractor and the Contractor shall verbally respond to the Department's Contract Manager within two (2) hours. If a non-urgent administrative problem occurs, the Department will make contact with the Contractor and the Contractor shall verbally respond to the Department's Contract Manager within 48 hours. The Contractor or Contractor's designee at each institution shall respond to inquiries from the Department by providing all information or records that the Department deems necessary to respond to inquiries, complaints, or grievances from or about inmates within three (3) business days of receipt of the request.

The Contractor shall respond to informal and formal communications by fax or email, with follow-up by hard copy mail.

A date/numbering system shall be utilized for tracking of formal communications.

E. Department's Responsibilities

1. The Department will provide the Contractor with access to all applicable Department rules and regulations. The Department will inform the Contractor of any regulatory or operational changes impacting the delivery of services provided pursuant to this Contract.
2. The Department will not furnish services of support (e.g., support staff, office space, telephone service, secretarial, or clerical support) to the Contractor.

F. Contractor's Responsibilities

1. Service Implementation

Service implementation for the Department of Juvenile Justice shall be based on their cooperation, and could vary over the term of the Contract. If the Department of Juvenile Justice delays the implementation, the Contractor shall not increase installation costs.

2. Service Implementation and System Support

a. Project Team

The Contractor shall assign a project team to assist in the planning, development, introduction, and implementation of the service for the Department and participating entities. At a minimum the project team shall consist of the following positions:

- 1) **Account Executive:** Acts as the primary account contact for new participating entities for any issues relating to the Contract or service issues that arise prior to the service being turned over to the Customer Account Representative.
- 2) **Project Manager:** Coordinates and manages implementation for new participating entities.
- 3) **Account Manager:** Manages all Contract and service communications after the service is turned over to the production environment. Also assists with the development of promotional materials such as brochures, victim cards, posters, television, and radio Public Service Announcements (PSA's). This person will also coordinate training programs, media coverage, and press announcements.
- 4) **Technical Support Specialist:** Resolves technical problems that have been reported to the Contractor's Operations Center once the project has been turned over in the production environment.

b. System Specification Documents

- 1) The Contractor shall maintain the statewide specification documents for VINE which provide the functional and technical details of the system and shall provide a copy to the Contract Manager, upon request.

- 2) The Contractor shall work with the Department's Contract Manager, and information system contact, and participating entity staff to refine all preliminary documentation to the System Specification Document for new participating entities, and the Office of Community Corrections database.
- 3) The Contractor shall maintain a detailed System Specifications Document of the features and functionality of the VINE system which shall include, but not limited to:
 - a) the data needed;
 - b) how the system integrates into daily operations for each type of entity;
 - c) what the system provides to victims and other interested parties;
 - d) how the system expands the existing service provided to the Department;
 - e) how problems are identified and resolved;
 - f) a functional problem escalation process; and
 - g) management change process.
- 4) The Contractor shall maintain a detailed System Specifications Document, that shall include, but not limited to:
 - a) equipment (e.g., Interface PC's and cables);
 - b) systems/data interface;
 - c) specific data requirements;
 - d) hardware and software;
 - e) service implementation plan for the remaining participating entities, which includes, but not limited to:
 - (1) preliminary implementation schedule;
 - (2) implementation tasks;
 - (3) deliverables;
 - (4) performance standards;
 - (5) preliminary test plans;
 - (6) staffing;
 - (7) problem identification and resolution process;
 - (8) technical problem escalation process; and
 - (9) management change process.
- 5) Should any changes to any of the System Specifications Document be required, the Contractor shall obtain prior written approval from the Department's Contract Manager and ensure the applicable change management processes governing changes to production information systems are satisfied. All changes must be thoroughly tested and accepted prior to their implementation and the Specifications Document must be updated and approved.
- 6) The Contractor shall warrant that the system will perform according to the System Specifications Document. If the system does not perform according to the System Specifications Document and there have been no substantive functional or operational changes requested, then the Contractor must correct the deficiencies and return the system to operational status as per the System Specifications Document at its own expense.

- c. The Contractor shall provide for restricted access to a secure internet site (VINEWatch) that will allow the Department and staff from each participating entity to access the following information for monitoring purposes:
 - 1) call trace by telephone number;
 - 2) call trace by offender number and/or name;
 - 3) summary of confirmed and unconfirmed call notifications;
 - 4) register victims for notification; and
 - 5) print notification letters for victims who have registered an address for notification.
3. The Contractor shall develop, provide, and install, the system/data interface for new participating entities and support the system/data interface for the Department and existing participating entities, as applicable, including but not limited to, the following:
 - a. Each participating entity's connection will be direct to the Contractor's facilities.
 - b. The Contractor shall provide and install an electronic data transfer and network connection at each participating entity that collects the offender data from each participating entity's automated booking/information system.
 - c. The Contractor shall be responsible for the maintenance and associated costs of all data transfer and communications equipment including replacement, if needed.
 - d. The Contractor shall maintain the necessary software to collect this information through an electronic data transfer, and transmit it back to the Contractor's call center.
 - e. Each participating entity will assist with the programming necessary to collect the offender data and pass it to the Contractor.
 - f. Each participating entity will assist in the development of the software interface by providing the necessary access to the participating entity's computer system to collect the required data and place it in a transaction file.
 - g. The cost of changes or enhancements to each participating entity's automated system to provide the Contractor with the necessary data for the system interface will be the responsibility of the participating entity.

Note: The interface PC that is provided to new participating entities and those remaining at existing participating entities shall be owned by the Department.
4. The Contractor shall be responsible for planning, installation, and all associated and ongoing costs for all telephone and data lines necessary to provide the interactive automated victim notification service for new participating entities. The Contractor shall also continue to maintain telephone and data lines for the Department and existing participating entities. This shall, at a minimum, include the following lines:
 - a. Toll free lines that callers dial into, accessible through dial or touch-tone telephone and Telecommunications Device for the Deaf (TDD).
 - b. Lines that notification calls are placed on.

- c. Lines on which data is transferred to the service (including sufficient bandwidth for hosting VINEWatch software and collecting data from each participating entity).
 - d. Access to the toll free Emergency Override Line, for the purpose of manually overriding certain service functions.
5. The Contractor shall provide the Department and participating entities, the VINEWatch software that allows the registration of victims for written notification letters as follows:
- a. The Contractor shall grant to the Department and participating entities a non-exclusive license to use the VINEWatch software for the duration of this Contract. This license to use the VINEWatch software shall not be dependent upon or require the Department or participating agencies to purchase any other product or service, including maintenance or technical services from the Contractor or its successors or assigns other than those specifically referred to herein.
 - b. The VINEWatch software will be accessed from the Contractor's call center via the Internet by Department or participating entity's personnel who have appropriate security clearance and have been provided assigned security codes. The Contractor shall set up an administrative account for each participating entity and the Contractor will be responsible for assigning all participating entities' personnel security codes.
 - c. The VINEWatch web site shall provide the Department and all participating entities access to detailed audit reports on all notification calls, letters, emails, SMS, and TTY notifications that the system processes that shall include, but not limited to:
 - 1) Register, modify, or delete registrations for victims to receive written, telephone, SMS, or email notifications;
 - 2) Print notification letters for victims and entities that elect to participate;
 - 3) Print usage reports with statistics on number of calls, number of notifications, number of victims, and number of offenders; or
 - 4) Leave as is.
 - d. The VINEWatch software shall allow the Department and all participating entities to perform the following types of functions. NOTE: Any changes to these functions must be completed by the entity responsible for entering the initial information. Printed notification audit reports for documentation shall include, but not limited to:
 - 1) Call Trace by Phone Number;
 - 2) Call Trace by Offender Number and/or Name;
 - 3) Summary of Confirmed/Unconfirmed Notifications; and
 - 4) Notification Summary Report.
 - e. The software shall allow every contact to a victim to be logged to provide assurance of the systems performance.
6. The Contractor shall prepare and assist the Department with a complete training, promotion, and public relations campaign designed to ensure that the program effectively reaches crime victims throughout the State of Florida. The Contractor shall create and develop all promotional materials and voice response scripts in English, Spanish, and Haitian Creole for victim registration and in accordance with notification requirements as specified by Sections 944.605 and 960.001, F. S., for the Department and participating entities.

- a. The Contractor shall create the following promotional materials used for long-term promotion of the Contractor's service in English, Spanish, and Haitian Creole. Materials shall be provided in the stated quantities on an annual basis. The Department reserves the right to increase and/or decrease stated quantities based upon the mission, or needs of the Department as long as the total value is mutually agreed upon by both parties. Changes to the quantity of items may be made, in writing, by the Department's Contract Manager (email acceptable). The quantities stated below are inclusive of all languages.
 - 1) Victim Brochures (explaining the program, designed to be distributed by law enforcement and other victim service agencies): 5,000 per participating entity, 35,000 to Department of Corrections, and 20,000 to Department of Juvenile Justice;
 - 2) Tear Pads: 10,000 per participating entity, 20,000 to Department of Corrections, and 10,000 to Department of Juvenile Justice;
 - 3) Victim Access Notification Service Promotion Posters: 200 per participating entity, 750 to Department of Corrections, and 500 to Department of Juvenile Justice; and
 - 4) Other promotional materials, as deemed necessary by the Department.
- b. The Contractor shall assist in creating awareness of the automated victim information and notification service to the public and the media through media releases and conferences. This service includes creation of and distribution of media advisories and Public Service Announcements for TV, radio, and newspapers.
- c. The Contractor shall provide its standard training program modified to address the statewide system and inclusion of the Departments' Office of Community Corrections and also provide copies of its professional training programs on DVD. The Contractor shall provide two (2) copies of the training program to each participating entity, and 50 copies to both the Department of Corrections and the Department of Juvenile Justice. In addition, the Contractor shall license the Department to reproduce these DVD's for its own internal use in unlimited quantities.
- d. The Contractor shall maintain all user manuals and training materials on-line for access by each participating entity.
- e. The Contractor shall coordinate and conduct regional training workshops, as needed, for Department and participating entity's in-house staff, law enforcement agencies, and victim service providers at mutually agreeable locations and dates approved by the Department's Contract Manager. The purpose of these workshops will be to assist in introducing and maintaining the public awareness of the service statewide.
- f. The Department and each participating entity reserves the right to reproduce any and all documentation, promotional, or training materials.
- g. No publicity or communication with the public, the media, or other outside parties related to the Contract or the Department shall be released without prior approval of the Department's Contract Manager. The communications include, but not limited to, notices, letters, information pamphlets, press releases, signs, or similar public notices prepared by the Contractor.
- h. The Contractor shall provide for all travel expenses including mileage, hotel accommodations, meals, materials, and other expenses necessary for one representative from the Department of Corrections to attend an annual on-site (Kentucky) VINE

training. This training will be included as part of the VINE service. Travel arrangements and costs for this training will be managed by the Contractor. Should the State of Florida choose not to send a representative to an annual VINE training, any associated fees for that training are not reimbursable to the State of Florida.

7. The Contractor shall provide a centralized, automated call center that meets or exceeds the requirements of this Contract which shall include, but not limited to:
 - a. The Contractor's call center, located in Louisville, Kentucky, shall operate on a 24 hour basis, seven (7) days a week, 365 days a year. The call center operation shall include all equipment, telecommunications, and communication pathways from the call center to the national telephone network, and the building support services such as electrical power, which shall be designed and operated to achieve a 99% level of reliability excluding two (2) hours a week downtime for maintenance purposes.
 - b. The call center shall have an Uninterruptible Power Supply to maintain operations throughout short failures of normal utility power and a backup generator system. The backup generator shall be able to maintain all call center computer operations during long failures of utility power in order to power offices and other facilities adequately to keep the Florida statewide project operating.
 - c. The call center shall have duplicate telephone trunk lines, independently routed, and connected to the national network via two (2) different switching offices to maintain constant services.
 - d. The call center shall have duplicate computers with the ability to, at a minimum, permit restoration of data collection and user call services within 10 minutes after computer failure to maintain constant services.
 - e. The call center shall have duplicate data storage devices with automated fail-over and automatic re-establishment of the duplicate databases upon replacement of the failed storage device to maintain constant services.
 - f. The call center shall be equipped with automated fire detection and suppression equipment to maintain constant services.
 - g. The Contractor's call center shall be monitored 24 hours a day, seven (7) days a week, and 365 days a year to ensure that any interruption in service is detected and remedied immediately. Notification of any interruption shall be made (email acceptable) to the Contract Manager within 60 minutes of service interruption. The affected participating entity shall be notified of any interruption in service, and again when service is restored by the Contractor.
 - h. The Contractor's call center shall provide live operator assistance to victims and callers using the service 24 hours a day, seven (7) days a week, 365 days a year.
 - 1) All live operator assistance shall be available in English, Spanish, and Haitian Creole languages.
 - 2) A record of each call transferred to the Contractor's operator staff shall be maintained. Callers must be notified of this prior to transferring the caller to the live operator.
8. System Support, Operations, and Maintenance

- a. The Contractor shall provide annual operations and support for the Department and all participating entities which meets all requirements outlined in this Contract and further detailed in the Statewide Specifications Document. This shall include service 24 hours a day, seven (7) days a week, 365 days a year through its National Operations Center in Louisville, Kentucky, and include, but not limited to, maintaining all software, hardware, networks, communications, and supporting all system programming changes, and any necessary licensing requirements.
- b. The Contractor shall provide this service by uploading data from the Department and each participating entity's database into the automated call center through the data interface.
- c. The Contractor shall monitor the offender's custody status every 15 minutes for participating entities, and every 30 minutes for the Department, and automatically begin making notification attempts to the victims and the general public as per the parameters established by the System Specifications Document.
 - 1) The Service shall provide notifications to registered victims and the general public if an offender's status changes (escape, release, transfer or death). The notifications shall be made by letter, via email, SMS, or by telephone at the number provided by the participating entity.
 - 2) Non-emergency notification calls, emails, SMS, or TTY (work release, out to court, return from escape) shall be placed within an hour. Safety related notifications calls (escape, transfers, or release) shall be made at timely intervals which shall be agreed upon, in writing, between the Department and the Contractor. Calling patterns and intervals for other notification requirements will be determined by the Contractor and the participating entities.
 - 3) The registered victim and the general public who have registered for services shall have the capability to enter a valid personal identification number (PIN) to stop the calls when notification is achieved. The Contractor shall maintain complete support of all interface hardware and software equipment necessary to ensure provision of the Service. No PIN is required for email notifications.
 - 4) The registered victim and the general public who have registered for services shall have the capability to enter a valid PIN to stop the calls when notification is achieved. The Contractor shall maintain complete support of all interface hardware and software equipment necessary to ensure provision of the Service.
- d. The Contractor shall provide for 100% redundancy in the call center to avoid any downtime due to hardware or software issues.
- e. The Contractor shall maintain a highly trained and qualified staff to monitor and operate the call center equipment.
- f. The Contractor shall provide the Department and each participating entity a contact number accessible 24 hours a day, seven (7) days a week, 365 days a year, for the purpose of reporting problems that might be experienced.

- g. The Contractor shall respond to the Local Contract Coordinator with the status or resolution of any problem or malfunction within two (2) hours of notification by the Participating Entity to the Contractor.
- h. The Contractor shall maintain adequate staff to provide ongoing support of system script and programming changes as requested by the Department.
- i. The Contractor, upon request, shall provide the Department's Contract Manager a written Disaster Recovery Plan that covers power failures, telephone system failures, local equipment failures, and flood or fire at the call center to maintain constant services.

9. Data Security

All contractors must be able to comply with Department procedures that relate to the protection (maintaining confidentiality, integrity, and availability) of the Department's data and its collective information security. The Contractor must recognize the Department's entitlement to all Department-provided information or any information related to the Department generated as a result of or in participation with the services provided under this Contract. No disclosure or destruction of any Department data by the Contractor can occur without prior express consent from a duly authorized Department representative.

G. Contractor's Requirements

1. Conduct and Safety Requirements

The Contractor's staff shall adhere to the standards of conduct prescribed in Chapter 33-208, Florida Administrative Code (F.A.C), and as prescribed in the Department's personnel policy and procedure guidelines, particularly rules of conduct, employee uniform and clothing requirements (as applicable), security procedures, and any other applicable rules, regulations, policies, and procedures of the Department.

In addition, the Contractor shall ensure that all staff adhere to the following requirements:

- a. The Contractor's staff shall not display favoritism to, or preferential treatment of, one inmate or group of inmates over another.
- b. The Contractor's staff shall not interact with any inmate, except as related to services provided under this Contract. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an inmate, an inmate's family, or close associate, no matter how trivial the gift or service may seem. The Contractor shall report to the Department's Contract Manager any violations or attempted violation of these restrictions. In addition, no staff member shall give any gifts, favors, or services to inmates, their family, or close associates.
- c. The Contractor's staff shall not enter into any business relationship with inmates or their families (example – selling, buying, or trading personal property), or personally employ them in any capacity.
- d. The Contractor's staff shall not have outside contact (other than incidental contact) with an inmate being served, their family, or close associates, except for those activities that are to be rendered under the Contract.

- e. The Contractor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor or the State. In providing services pursuant to this Contract, the Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct.
- f. Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Department's Contract Manager, or designee, including proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to and including termination of this Contract.
- g. The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the Department's Contract Manager, or designee, within 24 hours, of the Contractor's knowledge of the incident.

2. Staff Levels and Qualifications

- a. The Contractor shall provide an adequate level of staffing for provision of the services outlined herein and shall ensure that staff providing services is highly trained and qualified. Additionally, the Contractor shall liaise with and maintain a good working relationship with the judiciary, criminal justice system, Department staff, and the community if required to support the Contract.
- b. The Contractor shall NOT provide individuals possessing "temporary work visas" to fill positions under this Contract.
- c. All contractor/subcontractor staff providing services under the Contract shall have the ability to understand and speak English to allow for effective communication between Contractor staff and Department staff and inmates.

3. Staff Background/Criminal Record Checks

- a. The Contractors' staff assigned to this Contract shall be subject, at the Department's discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the Contract period. The Department has full discretion to require the Contractor to disqualify, prevent, or remove any staff from any work under the Contract. The use of criminal history records and information derived from such records checks are restricted pursuant to Section 943.054, F.S. The Department shall not disclose any information regarding the records check findings or criteria for disqualification or removal to the Contractor. The Department shall not confirm to the Contractor the existence or nonexistence of any criminal history record information. In order to carry out this records check, the Contractor shall provide, upon request, the following data for any individual contractor or subcontractor's staff assigned to the Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number, and State of Issue. If requested, the Contractor's staff shall submit to fingerprinting by the Department of Corrections for submission to the Federal Bureau of Investigation (FBI). The Contractor shall not consider new

employees to be on permanent status until a favorable report is received by the Department from the FBI.

- b. The Contractor shall also ensure that the Department's Contract Manager or designee is provided the information needed to have the FCIC/NCIC background check conducted prior to any new Contractor staff being hired or assigned to work under the Contract. The Contractor shall not offer employment to any individual or assign any individual to work under the Contract, who has not had an FCIC/NCIC background check conducted.
 - c. No person who has been barred from any Department institution or other facility shall provide services under this Contract.
 - d. The Contractor shall not permit any individual to provide services under this Contract who is under supervision or jurisdiction of any parole, probation, or correctional authority. Persons under any such supervision may work for other elements of the Contractor's agency that are independent of the contracted services.
 - e. Note that a felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony or first-degree misdemeanor crime does not automatically bar the Contractor from hiring the proposed employee. However, the Department reserves the right to prior approval in such cases. Generally, two (2) years with no criminal history is preferred. The Contractor shall make full written report to the Department's Contract Manager within three (3) calendar days whenever an employee has a criminal charge filed against them, or an arrest, or receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the fine or bond forfeiture is \$200, or less) or when Contractor or Contractor's staff has knowledge of any violation of the laws, rules, directives or procedures of the Department.
4. Utilization of E-Verify

As required by State of Florida Executive Order Number 11-116, the Contractor identified in this Contract is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by the Contractor to perform employment duties pursuant to the Contract, within Florida; and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the Department. (<http://www.uscis.gov/e-verify>) Additionally, the Contractor shall include a provision in all subcontracts that requires all subcontractors to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the Contract term by the Contractor to perform work or provide services pursuant to this Contract with the Department.

H. General Reporting Requirements

- 1. The Contractor shall provide a monthly participating entity status report no later than the 15th day of the month following the reporting period to the Department's Contract Manager, to include, but not limited to, to the following:
 - a. participating entities that experienced service interruption during the month;

- b. participating entities that went off-line, when service was restored and the cause of the interruption; and
 - c. participating entities that experienced service interruption during the month and service has not been restored, the cause of the interruption, and the estimated time of service restoration.
2. The Contractor shall ensure a monthly system performance report is available via VINEWatch for downloading by the Department's Contract Manager. This reporting data shall include, but not limited to, performance of the system, response times, busy signals, times on hold, and any system interruptions. Additionally, regular operational metrics such as timing of system updates, failed connections, or updates, and any system unavailability, shall be available for downloading.

f. Performance Measures and Financial Consequences

The Department has developed the following Performance Measures which shall be used to measure the Contractor's performance and delivery of services.

The Contractor shall comply with all Contract terms and conditions upon execution of the Contract and the Department may monitor the Contractor's service delivery beginning the second month after implementation of services to ensure that contract requirements are being met.

Listed below are the key Performance Outcomes, Measures, and Standards deemed most crucial to the success of the overall desired service delivery and the Financial Consequences that will be imposed if the standard is not met.

a. Performance Measure #1 – Required Reports

- Outcome: All required reports outlined in Section II., H., 1. and 2., General Reporting Requirements, shall be timely submitted by the 15th day of the month following the reporting period.
- Measure: The scheduled date of each submitted reports and the actual date of the Contractor submitted the reports under Section II., H., General Reporting Requirements.
- Standard: One hundred percent (100%) of all required reports outlined in Section II., H., General Reporting Requirements, shall be timely submitted by the 15th day of the month following the reporting period.
- Consequence: If the Contractor fails to meet the Performance Outcome and Standard statewide on a monthly basis, the Department will impose financial consequences in the amount of \$1,000.00 monthly. Repeated failure to meet the established standard in consecutive months will result in financial consequences being doubled for each subsequent month where failure occurred.

b. Performance Measure #2 – VINE Operation System Failure

- Outcome: One hundred percent (100%) of VINE operation system failures shall be reported to the Department within 60 minutes of occurrence.
- Measure: Amount of time between system failure and the reporting of the system failure to the Department.
- Standard: The Contractor shall report 99% of VINE operation system failures. Compliance shall be measured on a monthly basis.
- Consequence: If the Contractor fails to meet the Performance Outcome and Standard statewide on a monthly basis, the Department will impose financial consequences in the amount of \$1000.00 monthly. Repeated failure to meet the established standard in consecutive months will result in financial consequences being doubled for each subsequent month where failure occurred.

c. Performance Measure #3– Annual Comprehensive Program Evaluation

- Outcome: The Contractor shall meet the contractual obligations noted on the Annual Comprehensive Program Evaluation completed by the Department.
- Measure: On an annual basis, the Department will conduct this evaluation and a percentage of compliance will be noted.
- Standard: At a minimum, 90% compliance is required.
- Consequence: If the Contractor fails to meet the Performance Outcome and Standard, the Department will impose financial consequences in the amount of 5% of fiscal year contract value if the score is below 90%.

By execution of this Contract, the Contractor hereby acknowledges and agrees that its performance under the Contract shall meet the standards set forth above.

Any assessment of financial consequences and/or subsequent payment thereof shall not affect the Contractor's obligation to provide services as required by this Contract.

The Department's Contract Manager will provide written notice to the Contractor's Representative of all financial consequences assessed accompanied by detail sufficient for justification of assessment.

The Contractor shall forward a cashier's check or money order to the Department's Contract Manager, payable to the Department in the appropriate amount within 10 calendar days of receipt of a written notice of demand for financial consequences due, or in the alternative, may issue a credit in the amount of the financial consequences due on the next monthly invoice following imposition of consequences. Documentation of the amount of financial consequences assessed shall be included with the invoice, if issuing credit. Financial consequences not paid within 60 calendar days of receipt of notice will be deducted from amounts then due to the Contractor.

J. Deliverables

The following services or service tasks are identified as deliverables for the purposes of this Contract:

1. The Contractor shall provide services pursuant to Section II, F., Contractor's Responsibilities.
2. The Contractor shall provide reports as required in Section II., H., General Reporting Requirements.

K. Monitoring and Evaluation Methodology

The Department's Contract Manager, or designated Department's staff, will monitor the Contractor's service delivery quarterly (unless otherwise stated) during the term of the Contract to ensure Contract compliance. Monitoring shall include periodic review of compliance with contract service delivery and review of all contract requirements. The Department reserves the right for any Department staff to make scheduled or unscheduled, announced, or unannounced, monitoring visits at any site where services are delivered pursuant to this Contract.

The Department's Contract Manager will provide an oral exit interview and a written monitoring report to the Contractor within three (3) weeks of the monitoring visit.

When issues of non-compliance are identified in the monitoring report, a written Corrective Action Plan (CAP) will be required of the Contractor. The CAP is to be submitted to the Contract Manager within 10 calendar days of receipt of the monitoring report. If necessary, a follow-up monitoring visit will be scheduled by the Department's Contract Manager, and will occur within 30 calendar days of the original monitoring visit, at which time full compliance must be met. Failure to correct deficiencies after 30 calendar days from the date-of-receipt of a written monitoring report notating the deficiencies may result in assessment of financial consequences, and/or determination of breach of Contract and termination of services.

III. **COMPENSATION**

A. Payment

The Department will compensate the Contractor for services as specified in Section II., SCOPE OF SERVICE, as delineated Payment below:

System Support Fee	Community Corrections	Corrections & County Jails	AlertXpress	Monthly Amount
\$57,265.19	\$15,220.40	\$57,751.88	0.00	\$130,237.47

B. MyFloridaMarketPlace

1. Transaction Fee Exemption

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to Section 287.057(22), F.S., all payments shall be assessed a Transaction Fee, which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.031 Florida Administrative Code (F.A.C).

The Department has determined that payments to be made under this Contract are not subject to the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.031(4), F.A.C. Form PUR 3778, Notice of Transaction Fee Exemption, has been filed by the Department.

2. Vendor Substitute W-9

The Florida Department of Financial Services requires all vendors that do business with the state to electronically submit a Substitute W-9 Form to <https://flvendor.myfloridacfo.com>. Forms can be found at: <https://flvendor.myfloridacfo.com/casappsp/cw9hsign.htm>. Frequently asked questions/answers related to this requirement can be found at: <https://flvendor.myfloridacfo.com/W-9%20faqs.pdf>. The Department of Financial Services is ready to assist vendors with additional questions. You may contact their Customer Service Desk at 850-413-5519 or FLW9@myfloridacfo.com.

3. MyFloridaMarketPlace Vendor Registration

All vendors are required to maintain an active registration with the State of Florida. Registration can be completed online by going to <http://vendor.myfloridamarketplace.com/> or contact the MFMP Vendor Helpdesk at (866)-352-3776 or vendorhelp@myfloridamarketplace.com.

C. Submission of Invoice(s)

The Contractor agrees to submit invoices within 15 calendar days after the end of the month for compensation for services in detail sufficient for a proper pre-audit and post-audit thereof. The Contractor shall submit invoices pertaining to this Contract to:

Lisa Kinard, Correctional Program Administrator
Office of Community Corrections
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3123
Fax: (850) 488-3476
Email: Lisa.Kinard@FDC.myflorida.com

D. Official Payee

The name and address of the official payee to whom payment shall be made is as follows:

Appriss, Inc.
10401 Linn Station Road
Suite 200
Louisville, KY 40223

E. Travel Expenses

The Department shall not be responsible for the payment of any travel expense for the Contractor that occurs as a result of this Contract.

F. Contractor's Expenses

The Contractor shall pay for all licenses, permits, and inspection fees or similar charges required for this Contract, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work to be performed under this Contract.

G. Annual Appropriation

The State of Florida's and the Department's performances and obligations to pay for services under this Contract are contingent upon an annual appropriation by the Legislature. The costs of services paid under any other Contract or from any other source are not eligible for reimbursement under this Contract.

H. Tax Exemption

The Department agrees to pay for contracted services according to the conditions of this Contract. The State of Florida does not pay federal excise taxes and sales tax on direct purchases of services.

I. Timeframes for Payment and Interest Penalties

Contractors providing goods and services to the Department should be aware of the following time frames:

1. Upon receipt, the Department has five (5) business days to inspect and approve the goods and services and associated invoice, unless this Contract specifies otherwise. The Department has 20 calendar days to deliver a request for payment (voucher) to the Florida Department of Financial Services. The 20 calendar days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.
2. If a payment is not available within 40 calendar days, a separate interest penalty, as specified in Section 215.422, F.S., will be due and payable, in addition to the invoice amount, to the Contractor. However in the case of health services contracts, the interest penalty provision applies after a 35-day time period to health care contractors, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices, which have to be returned to a Contractor because of Contractor preparation errors, may cause a delay of the payment. The invoice payment requirements do not start until the Department receives a properly completed invoice.

J. Final Invoice

The Contractor shall submit the final invoice for payment to the Department no more than 45 calendar days after acceptance of the final deliverable by the Department or the end date of this Contract, whichever occurs last. If the Contractor fails to do so, all right to payment is forfeited, and the Department will not honor any request submitted after aforesaid time period. Any payment due under the terms of the Contract may be withheld until all applicable deliverables and invoices have been accepted and approved by the Department.

K. Vendor Ombudsman

A Vendor Ombudsman has been established within the Florida Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the Florida Department of Financial Services' Toll Free Hotline at (800) 342-2762.

L. Electronic Transfer of Funds

Contractors are encouraged to accept payments for work performed under this Contract by receiving Direct Deposit. To enroll in the State of Florida's Direct Deposit System the Contractor must complete a direct deposit form by contacting the Florida Department of Financial Services, Bureau of Accounting Direct Deposit Section at http://www.myfloridacfo.com/aadir/direct_deposit_web/index.htm or by phone at (850) 413-5517.

IV. CONTRACT MANAGEMENT

A. Department's Contract Manager

The Department's Contract Manager for this Contract will be:

Shawn Satterfield, Bureau Chief
Office of Community Corrections
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3457
Fax: (850) 487-4427
Email: Shawn.Satterfield@FDC.myflorida.com

The Department's Contract Manager will perform the following functions:

1. Maintain a Contract Management file;
2. Serve as the liaison between the Department and the Contractor;
3. Verify receipt of deliverables from the Contractor;
4. Monitor and evaluate the Contractor's performance;
5. Direct the Contract Administrator to process all amendments, renewals, and terminations of this Contract;
6. Review, verify, and approve invoices from the Contractor, and
7. Evaluate Contractor performance upon completion of the overall Contract. This evaluation will be placed on file and will be considered if the Contract is subsequently used as a reference in future procurements.

The Department's Contract Manager may delegate the following functions to the Local Contract Coordinator:

1. Verify receipt of deliverables from the Contractor;
2. Monitor the Contractor's performance; and
3. Review, verify, and approve invoices from the Contractor.

The Local Contract Coordinator for this Contract will be:

Lisa Kinard, Correctional Program Administrator
Office of Community Corrections
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3123
Fax: (850) 488-3476
Email: Lisa.Kinard@FDC.myflorida.com

B. Department's Contract Administrator

The Contract Administrator for this Contract will be:

Contract Administrator
Bureau of Procurement
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3681
Fax: (850) 488-7189

The Contract Administrator will perform the following functions:

1. Maintain the official Contract Administration file;
2. Process all Contract amendments, renewals, and termination of the Contract; and
3. Maintain the official records of all formal correspondence between the Department and the Contractor provided by the Department's Contract Manager for filing in the Contract Administration file.

C. Contractor's Representative

The name, title, address, and telephone number of the Contractor's Representative responsible for administration and performance under this Contract is:

Jarrod Camahan, Client Relationship Manager
Appriss Safety
10401 Linn Station Road, Suite 200
Louisville, KY 40223-3842
Telephone: (502) 815-3900
Mobile: (859) 559-8927
Fax: (502) 992-0012
Email: jcamahan@appriss.com

D. Contract Management Changes

After execution of this Contract, any changes in the information contained in Section IV., CONTRACT MANAGEMENT, will be provided to the other party in writing and a copy of the written notification shall be maintained in the official Contract record.

V. **CONTRACT MODIFICATION**

Unless otherwise stated herein, modifications to the provisions of this Contract, with the exception of Section III., C., Submission of Invoice(s), and Section IV., CONTRACT MANAGEMENT, shall be valid only through execution of a formal Contract amendment.

VI. **TERMINATION**

A. Termination at Will

This Contract may be terminated by the Contractor upon no less than 180 calendar days' notice and upon no less than 30 calendar days by the Department, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by

other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

B. Termination Because of Lack of Funds

In the event funds to finance this Contract become unavailable, the Department may terminate the Contract upon no less than 24 hours' notice in writing to the Contractor. Notice shall be delivered by certified mail (return receipt requested), facsimile, by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. The Department shall be the final authority as to the availability of funds.

C. Termination for Cause

If a breach of this Contract occurs by the Contractor, the Department may, by written notice to the Contractor, terminate this Contract upon 24 hours' notice. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. If applicable, the Department may employ the default provisions in Chapter 60A-1, Florida Administrative Code. The provisions herein do not limit the Department's right to remedies at law or to damages.

D. Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of this Contract.

VII. **CONDITIONS**

A. Records

1. Public Records Law

The Contractor agrees to: (a) keep and maintain public records required by the Department in order to perform the service; (b) upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Department; and (d) upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. Pursuant to §287.058(1)(c), F.S., the Department is allowed to unilaterally cancel the Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from §24(a) of Art. I of the State Constitution and either §119.07(1), F.S. or §119.071, F.S.

If the Contractor has questions regarding the application of Chapter 119, F.S., to the Contractor's duty to provide public records relating to this Contract, contact the custodian of public records at:

**Florida Department of Corrections
ATTN: Public Records Unit
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3605
Fax: (850) 922-4355
Email: CO.PublicRecords@fdc.myflorida.com**

2. Audit Records

- a. The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this Contract, and agrees to provide a financial and compliance audit to the Department or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor.
- b. The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to this Contract.

3. Retention of Records

The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Contract for a period of five (5) years following termination of the Contract. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of this Contract. Copies of all records and documents shall be made available for the Department upon request. All invoices and documentation must be clear and legible for audit purposes. All documents must be retained by the Contractor at the address listed in Section IV., C., Contractor's Representative, or the address listed in Section III., D., Official Payee, for the duration of this Contract. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. All documents must be retained by the Contractor at the Contractor's primary place of business for a period of five (5) years following termination of the Contract, or, if an audit has been initiated and audit findings have not been resolved at the end of five (5) years following termination of the Contract, the records shall be retained until resolution of the audit findings. The Contractor shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period.

The Contractor shall advise the Department of the location of all records pertaining to this Contract and shall notify the Department by certified mail within 10 calendar days if/when the records are moved to a new location.

B. State Objectives

1. Diversity in Contracting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and service-disabled veteran business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority-, women-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

The state is dedicated to fostering the continued development and economic growth of small, minority-, women-, and service-disabled veteran business enterprises. Participation by a diverse group of Vendors doing business with the state is central to this effort. To this end, it is vital that small, minority-, women-, and service-disabled veteran business enterprises participate in the state's procurement process as both Contractors and sub-contractors in this Contract. Small, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to contribute to this Contract.

The Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority-, women-, and service-disabled veteran business enterprises to the Department's Contract Manager, or designee.

Information on Certified -Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

Diversity in Contracting documentation should identify any participation by diverse contractors and suppliers as prime contractors, sub-contractors, vendors, resellers, distributors, or such other participation as the parties may agree. Diversity in Contracting documentation shall include the timely reporting of spending with certified and other minority/service-disabled veteran business enterprises. Such reports must be submitted at least monthly and include the period covered, the name, minority code and Federal Employer Identification Number of each minority/service-disabled veteran vendor utilized during the period, commodities and services provided by the minority/service-disabled veteran business enterprise, and the amount paid to each minority/service-disabled veteran vendor on behalf of each purchasing agency ordering under the terms of this Contract.

2. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE)

The Contractor agrees that any articles which are the subject of, or are required to carry out this Contract, shall be purchased from PRIDE, identified under Chapter 946, F.S., in the same manner and under the procedures set forth in Subsections 946.515(2) and (4), F.S. The Contractor shall be deemed to be substituted for the Department in dealing with PRIDE, for the purposes of this Contract. This clause is not applicable to subcontractors, unless otherwise required by law. Available products, pricing, and delivery schedules may be obtained by contacting PRIDE at <https://www.pride-enterprises.org/>.

3. Products Available from the Blind or Other Handicapped (RESPECT)

The State/Department supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Section 413.036(1) and (2), F.S.; and for purposes of this Contract, the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

C. Prison Rape Elimination Act (PREA)

The Contractor will comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Contractor will also comply with all Department policies and procedures that relate to PREA.

D. Procurement of Materials with Recycled Content

It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out, this Contract shall be procured in accordance with the provisions of Section 403.7065, F.S.

E. Sponsorship

If the Contractor is a nongovernmental organization which sponsors a program financed partially by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by Appriss, Inc., and the State of Florida Department of Corrections." If the sponsorship reference is in written material, the words "State of Florida, Department of Corrections" shall appear in the same size letters or type as the name of the organization.

F. Employment of Department Personnel

The Contractor shall not knowingly engage, employ, or utilize, on a full-time, part-time, or other basis during the period of this Contract, any current or former employee of the Department where such employment conflicts with Section 112.3185, F.S.

G. Non-Discrimination

No person, on the grounds of race, creed, color, national origin, age, gender, marital status or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of this Contract.

H. Americans with Disabilities Act

The Contractor shall comply with the Americans with Disabilities Act. In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Contracts.

I. Indemnification

The Contractor shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Department, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of this Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

J. Contractor's Insurance

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Contract. This shall include, but is not limited to, worker's compensation and general liability coverage. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the Department under this Contract. Upon the execution of this Contract, the Contractor shall furnish the Department's Contract Manager written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

If the Contractor is a state agency or subdivision as defined in Section 768.28, F.S., the Contractor shall furnish the Department, upon request, written verification of liability protection in accordance with Section 768.28, F.S. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, F.S.

K. Independent Contractor Status

The Contractor shall be considered an independent Contractor in the performance of its duties and responsibilities under this Contract. The Department shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing in this Contract is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

L. Disputes

Any dispute concerning performance of this Contract shall be resolved informally by the Department's Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Deputy Secretary of Community Corrections. The Deputy Secretary of Community Corrections shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor, the Department's Contract Manager, and the Department's Contract Administrator.

M. Copyrights, Right to Data, Patents and Royalties

Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials that are so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the Florida Department of State for the

exclusive use and benefit of the State. Pursuant to Section 286.021, F.S., no person, firm or corporation, including parties to this Contract, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Florida Department of State.

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor under this Contract. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the Florida Department of State, and may not be copied or removed by any employee of the Contractor without express written permission of the Department.

The Contractor, without exception, shall indemnify and save harmless the Department and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the Department the right to continue use of, replace, or modify the article to render it noninfringing. (If none of the alternatives are reasonably available, the Department agrees to return the article to the Contractor upon its request and receive reimbursement, fees and costs, if any, as may be determined by a court of competent jurisdiction.) If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

N. Subcontracts

The Contractor is fully responsible for all work performed under this Contract. The Contractor may, upon receiving written consent from the Department's Contract Manager, enter into written subcontract(s) for performance of certain of its functions under this Contract. No subcontract, which the Contractor enters into with respect to performance of any of its functions under this Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All payments to subcontractors shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) business days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, F.S. It is understood and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under this Contract. Failure by the Contractor to pay the subcontractor within seven (7) business days will result in a penalty to be paid by the Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15% of the outstanding balance due.

O. Assignment

The Contractor shall not assign its responsibilities or interests under this Contract to another party without prior written approval of the Department's Contract Manager. The Department shall, at all times, be entitled to assign or transfer its rights, duties and obligations under this Contract to another governmental agency of the State of Florida upon giving written notice to the Contractor.

P. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

Q. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Contract can still be determined and effectuated.

R. Use of Funds for Lobbying Prohibited

The Contractor agrees to comply with the provisions of Section 216.347, F.S., which prohibits the expenditure of State funds for the purposes of lobbying the Legislature, the Judicial branch, or a State agency.

S. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Department employee. Only those communications that are in writing from the Department's staff identified in Section IV., CONTRACT MANAGEMENT, of this Contract shall be considered a duly authorized expression on behalf of the Department. Only communications from the Contractor's representative identified in Section IV., C., which are in writing and signed, will be recognized by the Department as duly authorized expressions on behalf of the Contractor.

T. Conflict of Interest

The Contractor shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Contractor. No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

U. Florida Department of State Licensing Requirements

All entities defined under Chapters 607, 617, or 620, F.S., seeking to do business with the Department, shall be on file and in good standing with the Florida Department of State.

V. Public Entity Crimes Information Statement

A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid or proposal to provide any goods or services to a public entity, may not submit a bid or proposal to a public entity for the construction or repair of a public building or public work, may not submit bids or proposals for leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of 36 months from the date of being placed on the Convicted Vendor List.

W. Discriminatory Vendors List

An entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid or proposal to provide goods or services to a public entity, may not submit a bid or proposal with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not perform work as a Contractor, supplier, subcontractor or consultant under a Contract with any public entity and may not transact business with any public entity.

X. Scrutinized Companies Lists

If the Contract exceeds \$1,000,000.00 in total, not including renewal years, the Contractor certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.473, F.S., and 215.4725, F.S. Pursuant to Section 287.135(5), F.S., and 287.135(3), F.S., the Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification, or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

Y. Governing Law and Venue

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

Z. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

AA. Reservation of Rights

The Department reserves the exclusive right to make certain determinations regarding the service requirements outlined in this Contract. The absence of the Department setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed under this Contract are subject to mutual agreement. The Department reserves the right to make

any and all determinations exclusively which it deems are necessary to protect the best interests of the State of Florida and the health, safety and welfare of the Department's inmates and of the general public which is serviced by the Department, either directly or indirectly, through these services.

BB. Cooperative Purchasing

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases in accordance with the terms and conditions contained herein. The Department shall not be a party to any transaction between the Contractor and any other purchaser.

Other state agencies wishing to make purchases from this agreement are required to follow the provisions of Section 287.042(16), F.S. This statute requires the Florida Department of Management Services to determine that the requestor's use of the Contract is cost effective and in the best interest of the State.

CC. Scope Changes After Contract Execution

During the term of the Contract, the Department may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract.

The Department may make an equitable adjustment in the Contract prices or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld.

The Department shall provide written notice to the Contractor 30 calendar days in advance of any Department required changes to the technical specifications and/or scope of service that affect the Contractor's ability to provide the service as specified herein. Any changes that are other than purely administrative changes will require a formal Contract Amendment.

DD. Cooperation with Inspector General

In accordance with Section 20.055(5), F.S., the Contractor, and any subcontractor, understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

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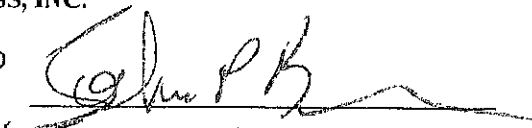
Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract and any attachments or exhibits if included, contain all the terms and conditions agreed upon by the parties. In the event of any conflict in language among these documents, the Department's Contract will govern.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:
APPRISS, INC.

SIGNED
BY:



NAME: Joshua P. Bruner

TITLE: President, Appriss Inc

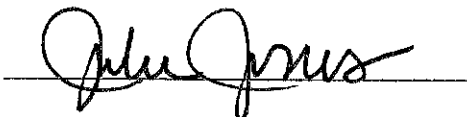
DATE: September 28, 2017

FEIN: 61-1371324

FLORIDA DEPARTMENT OF CORRECTIONS

Approved as to form and legality, subject to execution.

SIGNED
BY:

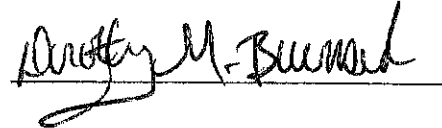


NAME: Julie L. Jones

TITLE: Secretary

DATE: 9/28/17

SIGNED
BY:



NAME: Kenneth S. Steely

TITLE: General Counsel

DATE: 9/28/17

ATTACHMENT 1

Participating Entities On-Line, Per Month					Participating Entity, Per Month				
	Agency	State	County	Status		Agency	State	County	Status
1	900	FL	FL DOC	Online	37	63	FL	Union	Online
2	15	FL	Duval	Online	38	64	FL	Volusia	Online
3	8	FL	Charlotte	Online	39	16	FL	Escambia	Online
4	20	FL	Gilchrist	Online	40	48	FL	Orange	Online
5	17	FL	Flagler	Online	41	39	FL	Madison	Online
6	30	FL	Indian River	Online	42	38	FL	Liberty	Online
7	33	FL	Lafayette	Online	43	6	FL	Broward	Online
8	2	FL	Baker	Online	44	28	FL	Hillsborough	Online
9	10	FL	Clay	Online	45	62	FL	Taylor	Online
10	23	FL	Hamilton	Online	46	32	FL	Jefferson	Online
11	54	FL	Putnam	Online	47	61	FL	Suwannee	Online
12	56	FL	Sarasota	Online	48	13	FL	DeSoto	Online
13	11	FL	Collier	Online	49	24	FL	Hardee	Online
14	4	FL	Bradford	Online	50	45	FL	Nassau	Online
15	29	FL	Holmes	Online	51	59	FL	St. Lucie	Online
16	35	FL	Lee	Online	52	22	FL	Gulf	Online
17	31	FL	Jackson	Online	53	40	FL	Manatee	Online
18	65	FL	Wakulla	Online	54	49	FL	Osceola	Online
19	66	FL	Walton	Online	55	57	FL	Seminole	Online
20	1	FL	Alachua	Online	56	9	FL	Citrus	Online
21	60	FL	Sumter	Online	57	51	FL	Pasco	Online
22	5	FL	Brevard	Online	58	52	FL	Pinellas	Online
23	37	FL	Levy	Online	59	26	FL	Hernando	Online
24	18	FL	Franklin	Online	60	21	FL	Glades	Online
25	7	FL	Calhoun	Online	61	27	FL	Highlands	Online
26	14	FL	Dixie	Online	62	43	FL	Miami Dade	Online
27	67	FL	Washington	Online	63	3	FL	Bay	Online
28	41	FL	Marion	Online	64	25	FL	Hendry	Online
29	46	FL	Okaloosa	Online	65	42	FL	Martin	Online
30	44	FL	Monroe	Online	66	47	FL	Okeechobee	Online
31	55	FL	Santa Rosa	Online	67	50	FL	Palm Beach	Online
32	36	FL	Leon	Online	68	58	FL	St. Johns	Online
33	19	FL	Gadsden	Online	Remaining Participating Entities FL DJJ				
34	12	FL	Columbia	Online					
35	34	FL	Lake	Online					
36	53	FL	Polk	Online					

EXHIBIT B

CONTRACT & LEASE AGREEMENT CONTROL FORM

Date: ~~9/11/2003~~ 2/4/09 *JK*

Contract/Lease Control #: C03-0981-~~C0543~~^{COR} Amendment # 3

Bid #: N/A

Contract/Lease Type: AGREEMENT/MOA

Award to/Lessee: FL DEPARTMENT OF CORRECTIONS/APPRISS

Lessor:

Effective Date: 8/24/2003

Amount: \$30,000

Term/Expires: ~~9/30/2008~~ 9/30/2012 *JK*

Description of Contract/Lease: VINE NOTIFICATION SYSTEM

Department Manager: CORRECTIONS

Department Monitor: PAUL LAWSON

C03-0981-COR
FLORIDA DEPT. OF CORRECT/APPRISS
VINE NOTIFICATION SYSTEM
EXPIRES: 9/30/2012

Monitor's Telephone #: 689-5690

Monitor's Fax #: 689-5090

Date Closed:

**MEMORANDUM OF AGREEMENT
VICTIM NOTIFICATION SERVICE NETWORK
BY AND BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS
AND
OKALOOSA COUNTY DEPARTMENT OF CORRECTIONS

PARTIES TO THIS MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is between the Okaloosa County Department of Corrections (hereinafter referred to as "Participating Entity") and the Florida Department of Corrections ("Department), which are parties hereto.

WITNESSETH

WHEREAS, the Florida Legislature, in the 2012 Legislative Session required the Department to continue the statewide victim notification and information service in an effort to provide automated offender information and notification to all victims of crime when an offender is released or escapes;

WHEREAS, the Department entered into Contract #C2753 with APPRISS, INC. ("Service Provider") effective October 1, 2012 pursuant to Single Source #SS-11-DC-022 authorized in accordance with Section 287.057(3)(c), Florida Statutes, to develop, implement and support a statewide victim notification and information service (hereinafter referred to as the "Service"). This service is available to victims of crime and the general public, twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year;

WHEREAS, the Participating Entity is a member of the State of Florida Criminal Justice System and, as such, desires to participate in the Service; and

WHEREAS, this Memorandum of Agreement is entered into to establish the respective roles and responsibilities of Participating Entity with the Department in the Service.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions set forth below, the parties agree as follows:

I. TERM OF AGREEMENT

This Memorandum of Agreement shall begin on the date of last signature by the parties and shall be co-terminus with the October 1, 2012 Contract, #C2753, between the Department and the Service Provider unless terminated earlier under the provisions of this Memorandum of Agreement.

II. EFFECT OF OTHER AGREEMENTS

Contract #C2753 is incorporated herein as if fully stated and all terms and conditions thereof where applicable, shall apply to this Memorandum of Agreement.

**CONTRACT# C03-0981-COR
FLORIDA DEPT. OF CORRECTIONS/APPRISS
VINE NOTIFICATION SYSTEM
EXPIRES: 9/30/2017**

III. LICENSE FEES

- A. Pursuant to the authority granted to the Department in Contract #C2753, the Contractor shall grant a non-exclusive, non-transferable license to the Department which will grant permission to Participating Entity to use VINEWATCH software for the duration of this Agreement. The Participating Entity's participation shall be governed by the terms of Contract #C2753.
- B. The Participating Entity understands and agrees that license fees payable to the Service Provider for services rendered to the Department and Participating Entity are under Contract #C2753. The fees consist of start-up costs, if applicable, for a Participating Entity, and annual maintenance fees. The fees will be paid by the Department from the effective date of this Memorandum of Agreement through the date of expiration of the term of this Memorandum of Agreement as described in Section I herein, or as specified in Section III., C.
- C. The Department reserves the right to request payment of maintenance fees from the Participating Entity should the Department not receive annual appropriation by the Legislature. As consideration for their continued participation in the Service, the Participating Entity would be responsible for the maintenance fee, or may choose to discontinue the service.

IV. OBLIGATIONS OF PARTICIPATING ENTITY

- A. The Participating Entity shall coordinate with the Service Provider in development, installation, connection, if applicable, and continued support, of the system data interface necessary to extract data required for the system. This includes, but is not limited to, assistance with local network connectivity, physical site access for equipment installation and maintenance, and programming to create data extract files.
- B. The Participating Entity shall be responsible for any additional charges incurred from either internal MIS staff or third party vendors for programming necessary to create extract files from existing automated systems.
- C. If the Participating Entity installs a new, or changes an existing, booking system after the initial interface has been implemented, if applicable, additional programming charges may apply for work required by the Service Provider to program and test the new interface and will be the responsibility of the Participating Entity. These charges are in addition to any charges that may be applied by the Participating Entity's MIS staff or third party vendor responsible for the new booking system.
- D. The Service Provider will install a computer or provide another form of connectivity (hereinafter referred to as "VINE Gateway") at the Participating Entity where it is needed for the interface. The purpose of the VINE Gateway is to obtain offender information from the site and transmit it to the National Operations Center.
 - 1) The VINE Gateway should not be used for any other purposes by the site's staff. Other usage of the computer by staff beyond the indicated purpose may cause loss of data or interfere with data collection. In such cases, the Participating Entity will be responsible for any anomaly in the data or the interruption in the Service.

- 2) Any damage to a VINE Gateway resulting from Participating Entity usage for purposes other than the VINE interface will void all warranties on the equipment. Replacement and/or repair of equipment as the result of agency staff misuse will be the responsibility of the Participating Entity.

V. AGREEMENT MANAGEMENT

A. Department's Agreement Administrator

The Chief, Bureau of Contract Management and Monitoring, is designated Agreement Administrator for the Department and is responsible for maintaining the official Agreement file, processing any amendments or termination of the Agreement and for maintaining records of all formal correspondence between the Department and the Participating Entity regarding administration of the Agreement.

The name, address and telephone number of the Department's Agreement Administrator is:

Chief, Bureau of Contract Management and Monitoring
Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
(850) 717-3961 (telephone)
(850) 488-7189 (facsimile)

B. Agreement Managers

The parties have identified the following individuals as Agreement Managers. These individuals are responsible for enforcing performance of the Agreement terms and conditions and shall serve as Agreement Managers regarding issues arising out of this Memorandum of Agreement.

FOR THE DEPARTMENT

Gilbert Barnes, Correctional Program Administrator
Bureau of Community Programs/Victim Services
501 South Calhoun Street
Tallahassee, Florida 32399-2500
(850) 717-3123 (telephone #)
(850) 487-3476 (fax #)
barnes.gilbert@mail.dc.state.fl.us (e-mail)

FOR THE PARTICIPATING ENTITY

Paul A. Lawson, Chief Correctional Officer
Okaloosa County Department of Corrections
1200 East James Lee Boulevard
Crestview, Florida 32639
(850) 689-5690 (telephone)
(850) 689-5092 (facsimile)
plawson@co.okaloosa.fl.us (e-mail)

VI. REVIEW AND MODIFICATION

- A. Upon request of either party, both parties will review this Agreement annually in order to determine whether its terms and conditions are still appropriate. The parties agree to renegotiate terms and conditions hereof if it is mutually determined that significant changes in this Agreement are necessary. There are no obligations to agree by either party.
- B. Modifications to the provisions of this Agreement, with the exception of Section V, Agreement Management, shall be valid only through execution of a formal written amendment to the Agreement.

VII. TERMINATION

This Agreement may be terminated at any time upon the mutual consent of both parties or unilaterally by either party upon no less than thirty (30) calendar days' notice. Notice shall be delivered by certified mail (return receipt requested).

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

OKALOOSA COUNTY DEPARTMENT OF CORRECTIONS

SIGNED BY: [Signature]
NAME: ~~Paul A. Lawson~~ RICHARD L. BRANNON
TITLE: ~~Chief Correctional Officer~~ PURCHASING DIRECTOR
DATE: 10-01-12

DEPARTMENT OF CORRECTIONS

Approved as to form and legality, subject to execution.

SIGNED BY: [Signature]
NAME: Kenneth S. Tucker
TITLE: Secretary Department of Corrections
DATE: 10/16/12

SIGNED BY: [Signature]
NAME: Jennifer A. Parker
TITLE: General Counsel Department of Corrections
DATE: 9/21/12

CONTRACT BETWEEN
THE DEPARTMENT OF CORRECTIONS

AND

APPRISS, INC

This Contract is between the Florida Department of Corrections ("Department") and Appriss, Inc., ("Contractor") which are the parties hereto.

WITNESSETH

Whereas, the Department has supervisory and protective care, custody, and control of the inmates, buildings, grounds, property, and all other matters pertaining to facilities and programs for the imprisonment, correction, and rehabilitation of adult offenders in accordance with Section 945.025, Florida Statutes;

Whereas, it is necessary that budget resources be allocated effectively;

Whereas, this Contract is entered into pursuant to Single Source #SS-11-DC-022 authorized pursuant to Section 287.057 (5)(c), Florida Statutes; and

Whereas, the Contractor is a qualified and willing participant with the Department to provide a statewide automated victim notification service (hereinafter referred to as "Service") to the Department, the Department of Juvenile Justice and the local Sheriffs/County Jails (hereinafter referred to as "participating entities").

Therefore, in consideration of the mutual benefits to be derived hereby, the Department and the Contractor do hereby agree as follows:

I. ~~CONTRACT TERM AND RENEWAL~~

A. Contract Term

This Contract shall begin on October 1, 2012, or the date on which it is signed by both parties, whichever is later, and shall end at midnight on September 30, 2017. In the event this Contract is signed by the parties on different dates, the latter date shall control.

B. Contract Renewal

This Contract may not be renewed.

II. SCOPE OF SERVICE

A. General Service Description/Purpose

The Contractor shall provide statewide automated victim notification service to the Department of Corrections' Office of Institutions and Community Corrections, the Department of Juvenile Justice and local Sheriff/County Jails. The Contractor shall integrate offender data and victim information maintained by the Department, and the participating entities, to the Contractor provided call center through computers and telephone lines. This information shall include the current status on offenders and defendants, and shall be accessible 24 hours a day, 365 days a year by victims and the general public through a Contractor provided toll-free telephone number and internet site.

As part of the service, the Contractor shall create and deliver AlertXpress. Registrants of AlertXpress shall have the ability to select notifications by specified zip codes and will not be required to confirm receipt of the message. The Department shall have the ability to modify the frequency and locations of the automated telephone notifications to meet agency needs.

B. Rules and Regulations

1. The Contractor shall provide all services in accordance with all applicable federal and state laws, rules and regulations, and Department of Corrections' rules and procedures. All such laws, rules and regulations, current and/or as revised, are incorporated herein by reference and made a part of this Contract. The Contractor and the Department shall work cooperatively to ensure service delivery is in complete compliance with all such rules and regulations.
2. The Contractor shall ensure that all Contractor's staff providing services under this Contract complies with prevailing ethical and professional standards, and the statutes, rules, procedures and regulations mentioned above.
3. Should any of the above laws, standards, rules or regulations, Department procedures, or directives change during the course of this Contract term, the updated version will take precedence.
4. The Contractor shall pay for all costs associated with local, state, and federal licenses, permits and inspection fees required to provide services. All required permits and licenses shall be current, maintained on site and a copy submitted to the Contract Manager or designee upon request.

C. Definitions

1. VINE: Victim Information and Notification Everyday: An automated service that allows victims and the general public to be notified of status changes of offenders. The system offers a free and anonymous telephone service that provides victims of crime with two important features: information and notification.
2. VINEWatch: A restricted and secure internet site provided by the Contractor, to be used by the Statewide VINE Administrator and those designated by each

participating entity, to monitor and modify victim information and assist victims as requested.

3. AlertXpress: A large scale automated telephonic notification solution that will allow the communities in Florida (people and businesses) the opportunity to register to receive telephonic notifications of inmate escapes or any other potential environmental hazards within the proximity of a state correctional institution, annex, or other correctional facility at no charge to the Department.

D. Communications

Contract communications will be in three (3) forms: routine, informal and formal. For the purposes of this Contract, the following definitions shall apply:

Routine: All normal written communications generated by either party relating to service delivery. Routine communications must be acknowledged or answered within thirty (30) calendar days of receipt.

Informal: Special written communications deemed necessary based upon either contract compliance or quality of service issues. Must be acknowledged or responded to within fifteen (15) calendar days of receipt.

Formal: Same as informal but more limited in nature and usually reserved for significant issues such as Breach of Contract, failure to provide satisfactory performance, imposition of liquidated damage, or contract termination. Formal communications shall also include requests for changes in the scope of the Contract and billing adjustments. Must be acknowledged upon receipt and responded to within seven (7) days of receipt.

The Contractor shall respond to Informal and Formal communications by facsimile or email, with follow-up by hard copy mail.

A date/numbering system shall be utilized for tracking of formal communications.

The only personnel authorized to use formal contract communications are the Department's Contract Manager, Contract Administrator, and the Contractor's CEO or Project Manager. Designees or other persons authorized to utilize formal contract communications must be agreed upon by both parties and identified in writing within ten (10) days of execution of the Contract. Notification of any subsequent changes must be provided in writing prior to issuance of any formal communication from the changed designee or authorized representative.

In addition to the personnel named under Formal Contract Communications, personnel authorized to use Informal Contract Communications include any other persons so designated in writing by the parties.

In addition to the Contract communications noted in Section II., C., in this Contract, if there is an urgent administrative problem the Department shall make contact with the Contractor and the Contractor shall orally respond to the Contract Manager within two (2) hours. If a non-urgent administrative problem occurs, the Department will make contact with the Contractor and the Contractor shall orally respond to the Contract Manager within forty eight (48) hours.

E. Contractor's Responsibilities

1. Service Implementation

- a. Service implementation for the Department of Juvenile Justice shall be based on their cooperation, and could vary over the term of the contract. If the Department of Juvenile Justice delays the implementation, the Contractor shall not increase installation costs.
- b. The Contractor shall integrate the Department's Office of Community Corrections offender data with the existing Florida VINE service.

2. Service Implementation, and System Support

a. Project Team

The Contractor shall assign a project team to assist in the planning, development, introduction and implementation of the Service for the Department and participating entities. At a minimum the project team shall consist of the following positions:

- 1) **Account Executive:** Acts as the primary account contact for new participating entities for any issues relating to the Contract or service issues that arise prior to the service being turned over to the Customer Account Representative.
- 2) **Project Manager:** Coordinates and manages implementation for new participating entities.
- 3) **Account Manager:** Manages all Contract and service communications after the service is turned over to the production environment. Also assists with the development of promotional materials such as brochures, victim cards, posters, television and radio Public Service Announcements (PSA's). This person will also coordinate training programs, media coverage, and press announcements.
- 4) **Technical Support Specialist:** Resolves technical problems that have been reported to the Contractor's Operations Center once the project has been turned over in the production environment.

b. System Specification Documents

- 1) The Contractor shall maintain the statewide specification documents for VINE which provide the functional and technical details of the system and shall provide a copy to the Contract Manager, upon request.
- 2) The Contractor shall work with the Department's Contract Manager and information system contact and participating entity staff to refine all preliminary documentation to the Statewide Specification Document for new participating entities, and the Office of Community Corrections database.

- 3) The Contractor shall maintain a detailed Statewide Specifications Document of the features and functionality of the VINE system which shall include and not be limited to:
 - a) the data needed;
 - b) how the system integrates into daily operations for each type of entity;
 - c) what the system provides to victims and other interested parties;
 - d) how the system expands the existing service provided to the Department;
 - e) how problems are identified and resolved;
 - f) a functional problem escalation process; and
 - g) management change process.

- 4) The Contractor shall maintain a detailed System Specifications Document, that shall include, but not limited to:
 - a) equipment (e.g., Interface PC's and cables)
 - b) systems/data interface;
 - c) specific data requirements;
 - d) hardware and software;
 - e) service implementation plan for the remaining participating entities, which includes, but not limited to:
 - (1) preliminary implementation schedule;
 - (2) implementation tasks;
 - (3) deliverables;
 - (4) performance standards;
 - (5) preliminary test plans;
 - (6) staffing;
 - (7) problem identification and resolution process;
 - (8) technical problem escalation process; and
 - (9) management change process.

- 5) Should any changes to any of the Statewide Specifications Document be required, the Contractor shall obtain prior written approval from the Department's Contract Manager and ensure the applicable change management processes governing changes to production information systems are satisfied. All changes must be thoroughly tested and accepted prior to their implementation and the Specifications Document must be updated and approved.

- 6) The Contractor shall warrant that the system will perform according to the Statewide Specifications Document. If the system does not perform according to the Statewide Specifications Document and there have been no substantive functional or operational changes requested, then the Contractor must correct the deficiencies and return the system to operational status as per the Statewide Specifications Document at its own expense.

- c. The Contractor shall provide for restricted access to a secure internet site (VINEWatch) that will allow the Department and staff from each participating entity to access the following information for monitoring purposes:
 - 1) call trace by telephone number;
 - 2) call trace by offender number and/or name;

- 3) summary of confirmed and unconfirmed call notifications;
 - 4) register victims for notification; and
 - 5) print notification letters for victims who have registered an address for notification.
3. The Contractor shall develop, provide and install, the system/data interface for new participating entities and support the system/data interface for the Department and existing participating entities, as applicable, including but not limited to the following:
- a. Each participating entity's connection will be direct to the Contractor's facilities.
 - b. The Contractor shall provide and install an electronic data transfer and network connection at each participating entity that collects the offender data from each participating entity's automated booking/information system.
 - c. The Contractor shall be responsible for the maintenance and associated costs of all data transfer and communications equipment including replacement, if needed.
 - d. The Contractor shall maintain the necessary software to collect this information through an electronic data transfer, and transmit it back to the Contractor's call center.
 - e. Each participating entity will assist with the programming necessary to collect the offender data and pass it to the Contractor.
 - f. Each participating entity will assist in the development of the software interface by providing the necessary access to the participating entity's computer system to collect the required data and place it in a transaction file.
 - g. The cost of changes or enhancements to each participating entity's automated system to provide the Contractor with the necessary data for the system interface will be the responsibility of the participating entity.

Note: The interface PC that is provided to new participating entities and those remaining at existing participating entities shall be owned by the Department.

4. The Contractor shall be responsible for planning, installation and all associated and ongoing costs for all telephone and data lines necessary to provide the interactive automated victim notification service for new participating entities. The Contractor shall also continue to maintain telephone and data lines for the Department and existing participating entities. This shall, at a minimum, include the following lines:
- a. toll free lines that callers dial into, accessible through dial or touch-tone telephone and Telecommunications Device for the Deaf (TDD);
 - b. lines that notification calls are placed on;
 - c. lines on which data is transferred to the service (including sufficient bandwidth for hosting VINEWatch software and collecting data from each participating entity); and
 - d. Access to the toll free Emergency Override Line, for the purpose of manually overriding certain service functions.

5. The Contractor shall provide the Department and participating entities, the VINEWatch software that allows the registration of victims for written notification letters as follows:
 - a. The Contractor shall grant to the Department and participating agencies a non-exclusive license to use the VINEWatch software for the duration of this Contract. This license to use the VINEWatch software shall not be dependant upon or require the Department or participating agencies to purchase any other product or service, including maintenance or technical services from the Contractor or its successors or assigns other than those specifically referred to herein.
 - b. The VINEWatch software will be accessed from the Contractor's call center via the Internet by Department or participating entity's personnel who have appropriate security clearance and have been provided assigned security codes. The Contractor shall set up an administrative account for each participating entity and the Contractor will be responsible for assigning all participating entities' personnel security codes.
 - c. The VINEWatch web site shall provide the Department and all participating entities access to detailed audit reports on all notification calls that the system processes that shall include and not be limited to:
 - 1) register, modify or delete registrations for victims to receive written, telephone or email notifications;
 - 2) print notification letters for victims and entities that elect to participate;
 - 3) print usage reports with statistics on number of calls, number of notifications, number of victims and number of offenders; or
 - 4) leave as is;
 - d. The VINEWatch software shall allow the Department and all participating entities to perform the following types of functions. NOTE: Any changes to these functions must be completed by the entity responsible for entering the initial information. Printed notification audit reports for documentation shall include and not be limited to:
 - 1) Call Trace by Phone Number;
 - 2) Call Trace by Offender Number and/or Name;
 - 3) Summary of Confirmed/Unconfirmed Notifications; and
 - 4) Notification Summary Report.
 - e. The software shall allow every contact to a victim to be logged to provide assurance of the systems performance.
6. The Contractor shall prepare and assist the Department with a complete training, promotion, and public relations campaign designed to ensure that the program effectively reaches crime victims throughout the State of Florida. The Contractor shall create and develop all promotional materials and voice response scripts in English, Spanish, and Haitian Creole for victim registration and in accordance with notification requirements as specified by Sections 944.605 and 960.001, Florida Statutes, for the Department and participating entities.

- a. The Contractor shall create the following promotional materials used for long-term promotion of the Contractor's service in English, Spanish and Haitian Creole. Materials shall be provided in the stated quantities on an annual basis. The Department reserves the right to increase and/or decrease stated quantities based upon the mission, or needs of the Department as long as the total value is mutually agreed upon by both parties. Changes to the quantity of items may be made in writing by the Contract Manager (e-mail acceptable). The quantities stated below are inclusive of all languages.
 - 1) Victim Brochures (explaining the program, designed to be distributed by law enforcement and other victim service agencies): 5,000 per participating entity, 35,000 to Department of Corrections, and 20,000 to Department of Juvenile Justice.
 - 2) Tear Pads: 10,000 per participating entity, 20,000 to Department of Corrections, and 10,000 to Department of Juvenile Justice.
 - 3) Victim Access Notification Service Promotion Posters: 200 per participating entity, 750 to Department of Corrections, and 500 to Department of Juvenile Justice.
 - 4) Other promotional materials as deemed necessary by the Department.
- b. The Contractor shall assist in introducing the automated victim information and notification service to the public and the media through media releases and conferences. This service includes creation of and distribution of media advisories and Public Service Announcements for TV, radio and newspapers.
- c. The Contractor shall provide its standard training program modified to address the statewide system and inclusion of the Departments' Office of Community Corrections and also provide copies of its professional training programs on DVD. The Contractor shall provide two (2) copies of the training program to each participating entity, and fifty (50) copies to both the Department of Corrections and the Department of Juvenile Justice. In addition, the Contractor shall license the Department to reproduce these DVD's for its own internal use in unlimited quantities.
- d. The Contractor shall maintain all user manuals and training materials on-line for access by each participating entity.
- e. The Contractor shall coordinate and conduct regional training workshops, as needed, for Department and participating entity's in-house staff, law enforcement agencies, and victim service providers at mutually agreeable locations and dates approved by the Department's Contract Manager. The purpose of these workshops will be to assist in introducing and maintaining the public awareness of the service statewide.
- f. The Department and each participating entity reserves the right to reproduce any and all documentation, promotional, or training materials.
- g. No publicity or communication with the public, the media or other outside parties related to the Contract or the Department shall be released without prior approval of the Department's Contract Manager. The communications include but are not limited to, notices, letters, information pamphlets, press releases, signs or similar public notices prepared by the Contractor.

- h. The Contractor shall provide for mileage, hotel accommodations, meals, materials, and other expenses necessary for one representative from the Department of Corrections to attend an annual on-site (Kentucky) VINE training. This training will be included as part of the VINE service. Travel arrangements and costs for this training will be managed by the Contractor. Should the State of Florida choose not to send a representative to an annual VINE training, any associated fees for that training are not reimbursable to the State of Florida.
7. The Contractor shall provide a centralized, automated call center that meets or exceeds the requirements of this Contract which shall include and not be limited to:
- a. The Contractor's call center, located in Louisville, Kentucky, shall operate on a twenty-four (24) hour basis, seven (7) days a week, three hundred sixty-five (365) days a year. The call center operation shall include all equipment, telecommunications, and communication pathways from the call center to the national telephone network, and the building support services such as electrical power, which shall be designed and operated to achieve a ninety-nine percent (99%) level of reliability excluding two (2) hours a week downtime for maintenance purposes.
 - b. The call center shall have an Uninterruptible Power Supply to maintain operations throughout short failures of normal utility power and a backup generator system. The backup generator shall be able to maintain all call center computer operations during long failures of utility power in order to power offices and other facilities adequately to keep the Florida statewide project operating.
 - c. The call center shall have duplicate telephone trunk lines, independently routed and connected to the national network via two (2) different switching offices to maintain constant services.
 - d. The call center shall have duplicate computers with the ability to, at a minimum, permit restoration of data collection and user call services within ten (10) minutes after computer failure to maintain constant services.
 - e. The call center shall have duplicate data storage devices with automated fail-over and automatic re-establishment of the duplicate databases upon replacement of the failed storage device to maintain constant services.
 - f. The call center shall be equipped with automated fire detection and suppression equipment to maintain constant services.
 - g. The Contractor's call center shall be monitored twenty-four (24) hours a day, seven (7) days a week, and three hundred sixty-five (365) days a year to ensure that any interruption in service is detected and remedied immediately. Notification of any interruption shall be made (e-mail acceptable) to the Contract Manager within sixty (60) minutes of service interruption. The affected participating entity shall be notified of any interruption in service, and again when service is restored by the Contractor.
 - h. The Contractor's call center shall provide live operator assistance to victims and callers using the Service twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.

- 1) All live operator assistance shall be available in English, Spanish and Haitian Creole languages.
- 2) A record of each call transferred to the Contractor's operator staff shall be maintained. Callers must be notified of this prior to transferring the caller to the live operator.

8. System Support, Operations and Maintenance

- a. The Contractor shall provide annual operations and support for the Department and all participating entities which meets all requirements outlined in this Contract and further detailed in the Statewide Specifications Document. This shall include service twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year through its National Operations Center in Louisville, Kentucky, and include, but not limited to, maintaining all software, hardware, networks, communications, and supporting all system programming changes, and any necessary licensing requirements.
- b. The Contractor shall provide this service by uploading data from the Department and each participating entity's database into the automated call center through the data interface.
- c. The Contractor shall monitor the offender's custody status every fifteen (15) minutes for participating entities, and every thirty (30) minutes for the Department, and automatically begin making notification attempts to the victims and the general public as per the parameters established by the Statewide Specifications Document.
 - 1) The Service shall provide notifications to registered victims and the general public if an offender's status changes (escape, release, transfer or death). The notifications shall be made by letter, via e-mail, or by telephone at the number provided by the participating entity.
 - 2) Non-emergency notification calls (work release, out to court, return from escape) shall be placed within an hour. Safety related notifications call (escape, transfers, or release) shall be made at timely intervals which shall be agreed upon, in writing, between the Department and the Contractor. Calling patterns and intervals for other notification requirements will be determined by the Contractor and the participating entities.
 - 3) The registered victim and the general public who have registered for services shall have the capability to enter a valid personal identification number (PIN) to stop the calls when notification is achieved. The Contractor shall maintain complete support of all interface hardware and software equipment necessary to ensure provision of the Service.
- d. The Contractor shall provide for one hundred percent (100%) redundancy in the call center to avoid any downtime due to hardware or software issues.
- e. The Contractor shall maintain a highly trained and qualified staff to monitor and operate the call center equipment.

- f. The Contractor shall provide the Department and each participating entity a contact number accessible twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five days a year, for the purpose of reporting problems that might be experienced.
- g. The Contractor shall respond to the Local Contract Coordinator with the status or resolution of any problem or malfunction within two (2) hours of notification by the Participating Entity to the Contractor.
- h. The Contractor shall maintain adequate staff to provide ongoing support of system script and programming changes as requested by the Department.
- j. The Contractor, upon request, shall provide the Contract Manager a written Disaster Recovery Plan that covers power failures, telephone system failures, local equipment failures, and flood or fire at the call center to maintain constant services.

F. Department's Responsibilities

- 1. The Department will provide the Contractor with access to all applicable Department rules and regulations. The Department will inform the Contractor of any regulatory or operational changes impacting the delivery of services provided pursuant to this Contract.
- 2. The Department will not furnish services of support (e.g., support staff, office space, telephone service, secretarial, or clerical support) to the Contractor.

G. Contractor's Requirements

1. Conduct and Safety Requirements

The Contractor's staff shall adhere to the standards of conduct prescribed in Chapter 33-208, Florida Administrative Code, and as prescribed in the Department's personnel policy and procedure guidelines, particularly rules of conduct, employee uniform and clothing requirements (as applicable), security procedures, and any other applicable rules, regulations, policies and procedures of the Department.

In addition, the Contractor shall ensure all staff adhere to the following requirements:

- a. The Contractor's staff shall not display favoritism to, or preferential treatment of, one inmate or group of inmates over another.
- b. The Contractor's staff shall not deal with any inmate except in a relationship that supports services under this Contract. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an inmate or an inmate's family or close associate, no matter how trivial the gift or service may seem. The Contractor shall report to the Contract Manager any violations or attempted violation of these restrictions. In addition, no staff member shall give any gifts, favors or services to inmates, their family or close associates.

- c. The Contractor's staff shall not enter into any business relationship with inmates or their families (example – selling, buying or trading personal property), or personally employ them in any capacity.
- d. The Contractor's staff shall not have outside contact (other than incidental contact) with an inmate being served or their family or close associates, except for those activities that are to be rendered under the Contract.
- e. The Contractor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor or the State. In providing services pursuant to this Contract, the Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct.
- f. Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Contract Manager or their designee, including proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to and including termination of this Contract.
- g. The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the Contract Manager or their designee within twenty four (24) hours, of the Contractor's knowledge of the incident.

2. Staff Levels and Qualifications.

- a. The Contractor shall provide an adequate level of staffing for provision of the services outlined herein and shall ensure that staff providing services is highly trained and qualified. Additionally, the contractor shall liaise with and maintain a good working relationship with the judiciary, criminal justice system, DC staff, and the community if required to support the Contract.
- b. The Contractor shall NOT provide individuals possessing "temporary work visas" to fill positions under this scope of service.
- c. All contractor/subcontractor staff providing services under the Contract shall have the ability to understand and speak English to allow for effective communication between Contractor staff and Department staff and inmates.

3. Staff Background/Criminal Record Checks

- a. The Contractors' staff assigned to this Contract shall be subject, at the Department's discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the Contract period. The Department has full discretion to require the Contractor to disqualify, prevent, or remove any staff from any work under the Contract. The use of criminal history records and information derived from such records checks are restricted pursuant to Section 943.054, F.S. The Department shall not disclose any information regarding the records check

findings or criteria for disqualification or removal to the Contractor. The Department shall not confirm to the Contractor the existence or nonexistence of any criminal history record information. In order to carry out this records check, the Contractor shall provide, upon request, the following data for any individual Contractor or subcontractor's staff assigned to the Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number and State of Issue. If requested, the Contractor's staff shall submit to fingerprinting by the Department of Corrections for submission to the Federal Bureau of Investigation (FBI). The Contractor shall not consider new employees to be on permanent status until a favorable report is received by the Department from the FBI.

- b. The Contractor shall ensure that the Contract Manager or designee is provided the information needed to have the NCIC/FCIC background check conducted prior to any new Contractor staff being hired or assigned to work under the contract. The Contractor shall not offer employment to any individual or assign any individual to work under the contract, who has not had an NCIC/FCIC background check conducted.
 - c. No person who has been barred from any Department institution or other facility shall provide services under this Contract.
 - d. The Contractor shall not permit any individual to provide services under this Contract who is under supervision or jurisdiction of any parole, probation or correctional authority. Persons under any such supervision may work for other elements of the Contractor's agency that are independent of the contracted services.
 - e. Note that a felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony or first-degree misdemeanor crime does not automatically bar the Contractor from hiring the proposed employee. However, the Department reserves the right to prior approval in such cases. Generally, two (2) years with no criminal history is preferred. The Contractor shall make full written report to the Contract Manager within three (3) calendar days whenever an employee has a criminal charge filed against them, or an arrest, or receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the fine or bond forfeiture is two hundred dollars (\$200) or less) or when Contractor or Contractor's staff has knowledge of any violation of the laws, rules, directives or procedures of the Department.
4. Utilization of E-Verify

As required by State of Florida Executive Order Number 11-116, the Contractor identified in this Contract is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by the Contractor to perform employment duties pursuant to the Contract, within Florida; and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the Department. (<http://www.uscis.gov/e-verify>) Additionally, the Contractor shall include a provision in all subcontracts that requires all subcontractors to utilize the U.S. Department of

Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by the Contractor to perform work or provide services pursuant to this Contract with the Department.

H. General Reporting Requirements

1. The Contractor shall provide a monthly participating entity status report no later than the fifteenth (15th) day of the month following the reporting period to the Department's Contract Manager, to include, but not limited to, to the following:
 - a. participating entities that experienced service interruption during the month;
 - b. participating entities that went off-line, when service was restored and the cause of the interruption; and
 - c. participating entities that experienced service interruption during the month and service has not been restored, the cause of the interruption, and the estimated time of service restoration.
2. The Contractor shall ensure a monthly system performance report is available via VINEWatch for downloading by the Contract Manager. This reporting data shall include, but not be limited to, performance of the system, response times, busy signals, times on hold and any system interruptions. Additionally, regular operational metrics such as timing of system updates, failed connections or updates, and any system unavailability, shall be available for downloading.

I. Performance Measures

The Department desires to contract with a provider who clearly demonstrates its willingness to be held accountable for the achievement of certain performance measures in successfully delivering services under this Contract. Therefore, the Department has developed the below Performance Measure categories which shall be used to measure Contractor's performance and delivery of services. Note: the Contractor shall comply with all contract terms and conditions upon execution of the Contract and the Department may begin monitoring of Contractor's service delivery beginning the second month after implementation of services at that site to ensure that Contract requirements are being met.

1. Performance Outcomes and Standards; and
2. Other Contract Requirements.

A description of each of the Performance Measure categories is provided below:

1. Performance Outcomes and Standards

Listed below are the key Performance Outcomes and Standards deemed most crucial to the success of the overall desired service delivery. The Contractor shall ensure that the stated performance outcomes and standards (level of achievement) are met. Performance shall be measured, beginning the second month after which service has been fully implemented.

Performance Measure #1 – Required Reports

Outcome: All required reports outlined in Section II., H., 1. and 2., General Reporting Requirements, shall be timely submitted by the fifteenth (15th) day of the month following the reporting period.

Measure: The scheduled date of each submitted reports and the actual date of the Contractor submitted the reports under Section II., H., General Reporting Requirements.

Standard: One hundred percent (100%) of all required reports outlined in Section II., H., General Reporting Requirements, shall be timely submitted by the fifteenth (15th) day of the month following the reporting period.

Performance Measure #2 – VINE Operation System Failure

Outcome: One hundred percent (100%) of VINE operation system failures shall be reported to the Department within sixty (60) minutes of occurrence.

Measure: Amount of time between system failure and the reporting of the system failure to the Department.

Standard: The Contractor shall report ninety-nine percent (99%) of VINE operation system failures. Compliance shall be measured on a monthly basis.

By execution of this Contract, the Contractor hereby acknowledges and agrees that its performance under the Contract must meet the standards set forth above. Any failure by the Contractor to achieve the outcome and standard identified may result in assessment of Liquidated Damages as provided in Section II., L. Any such assessment and/or subsequent payment thereof shall not affect the Contractor's obligation to provide services as required by this Contract.

2. **Other Contract Requirements**

Outcome: The Contractor shall meet the following contract requirements one hundred percent (100%) of the time.

- a. Project Team in accordance with Section II., E., 2., a.
- b. System Support, Operations and Maintenance in accordance with Section II., E., 8.
- c. All Corrective Action Plans shall be timely submitted (when applicable).
- d. Other Terms or Conditions of the Contract involving delivery of services not otherwise listed above shall be complied with.

Measure: The Department will monitor the Contractor's performance to determine compliance with other contract requirements **on a quarterly basis**.

Standard: The Contractor shall achieve one hundred percent (100%) compliance after the time frames allowed for corrective action on identified deficiencies. Performance shall be measured on a semi-annual basis.

J. Deliverables

1. Project Team (Section II., E., 2., a);
2. Warranty that the system will perform according to the System Specifications Document (Section II., E., 2., b., 6);
3. All required equipment, installation and development for the system/data interface at each remaining participating entity (Section II., E., 3);
4. Start-up costs for all telephone lines (Section II., E., 4);
5. System Support, Operations and Maintenance (Section II., E., 8);
6. General Reporting Requirements (Section II., H); and
7. Promotional Materials (Section II., E., 6., a., 4).

K. Monitoring and Evaluation Methodology

The Department's Contract Manager, or designated Department's staff, will monitor the Contractor's service delivery quarterly (unless otherwise stated) during the term of the Contract to ensure Contract compliance. Monitoring shall include periodic review of compliance with contract service delivery and review of all contract requirements. The Department reserves the right for any Department staff to make scheduled or unscheduled, announced or unannounced monitoring visits at any site where services are delivered pursuant to this Contract.

The Contract Manager will provide an oral exit interview and a written monitoring report to the Contractor within three (3) weeks of the monitoring visit.

When issues of non-compliance are identified in the monitoring report, a written Corrective Action Plan (CAP) will be required of the Contractor. The CAP is to be submitted to the Contract Manager within ten (10) days of receipt of the monitoring report. If necessary, a follow-up monitoring visit will be scheduled by the Contract Manager, and will occur within thirty (30) days of the original monitoring visit, at which time full compliance must be met. Failure to correct deficiencies after thirty (30) days from the date-of-receipt of a written monitoring report notating the deficiencies may result in imposition of liquidated damages, and/or determination of breach of Contract and termination of services.

L. Liquidated Damages

The Contractor hereby acknowledges and agrees that its performance under the Contract must meet the Performance Outcome and Standards set forth in Section II., I., 1. If the Contractor fails to meet the Performance Outcome and Standard statewide on a monthly basis, the Department will impose liquidated damages in the amount of one thousand dollars (\$1000.00) monthly. Repeated failure to meet the established standard in consecutive months will result in liquidated damages being doubled for each subsequent month where failure occurred. The Department may also choose to terminate the Contract in the absence of any extenuating or mitigating circumstances. The determination of the existence of extenuating or mitigating circumstances is within the exclusive discretion of the Department.

The Department's Contract Manager will provide written notice to the Contractor's Representative of all liquidated damages imposed accompanied by detail sufficient for justification of imposition.

The Contractor shall forward a cashier's check or money order to the Contract Manager, payable to the Department in the appropriate amount, within ten (10) days of receipt of a written notice of demand for damages due, or in the alternative, may issue a credit in the amount of the liquidated damages due on the next monthly invoice following imposition of damages. Documentation of the amount of damages imposed shall be included with the invoice, if issuing credit. Damages not paid within sixty (60) days of receipt of notice will be deducted from amounts then due the Contractor.

III. COMPENSATION

A. Payment

The Department will compensate the Contractor for services as specified in **Section II, SCOPE OF SERVICE**, as delineated below:

Year	System Support Fee	Community Corrections	Corrections & County Jails	AlertXpress	Monthly Amount
2012-2013	\$52,360.00	\$13,916.66	\$52,805.00	\$0.00	\$119,081.66
2013-2014	\$52,360.00	\$13,916.66	\$52,805.00	\$0.00	\$119,081.66
2014-2015	\$52,360.00	\$13,916.66	\$52,805.00	\$0.00	\$119,081.66
2015-2016	\$52,360.00	\$13,916.66	\$52,805.00	\$0.00	\$119,081.66
2016-2017	\$52,360.00	\$13,916.66	\$52,805.00	\$0.00	\$119,081.66
New Participating Entity startup \$7,161.00					

The Florida Department of Corrections shall not be required to make payments to the Contractor during the term of this Contract for services related to the automated telephonic notification solution, emails and AlertXpress outlined in Section II, A., of this contract.

B. MyFloridaMarketPlace

1. Transaction Fee Exemption

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(22), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

The Department has determined that payments to be made under this Contract are not subject to the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.032, (f), Florida Administrative Code (F.A.C). Form PUR 3777, Notice of Transaction Fee Exemption, has been filed by the Department.

2. Vendor Substitute W9

The State of Florida Department of Financial Services (DFS) needs all vendors that do business with the state to electronically submit a Substitute W-9 Form to <https://flvendor.myfloridacfo.com>. Forms can be found at: <https://flvendor.myfloridacfo.com/casappsp/cw9hsign.htm>. Frequently asked questions/answers related to this requirement can be found at: <https://flvendor.myfloridacfo.com/W-9%20faqs.pdf>. DFS is ready to assist vendors with additional questions. You may contact their Customer Service Desk at 850-413-5519 or FLW9@myfloridacfo.com.

C. Submission of Invoice(s)

The Contractor agrees to submit invoices within 15 days after the end of the month service is provided in detail sufficient for a proper pre-audit and post-audit thereof. The Contractor shall submit invoices pertaining to this Contract to:

Gilbert Barnes
Victim Services Administrator
Bureau of Community Programs
Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3123
Fax: (850) 488-3476
Email: barnes.gilbert@mail.dc.state.fl.us

D. Official Payee

The name and address of the official payee to whom payment shall be made is as follows:

Appriss, Inc.
10401 Linn Station Road
Suite 200
Louisville, KY 40223

E. Travel Expenses

The Department shall not be responsible for the payment of any travel expense for the Contractor that occurs as a result of this Contract.

F. Contractor's Expenses

The Contractor shall pay for all licenses, permits, and inspection fees or similar charges required for this Contract, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work to be performed under this Contract.

G. Annual Appropriation

The State of Florida's and the Department's performances and obligations to pay for services under this Contract are contingent upon an annual appropriation by the Legislature. The costs of services paid under any other Contract or from any other source are not eligible for reimbursement under this Contract.

H. Tax Exemption

The Department agrees to pay for contracted services according to the conditions of this Contract. The State of Florida does not pay federal excise taxes and sales tax on direct purchases of services.

I. Timeframes for Payment and Interest Penalties

Contractors providing goods and services to the Department should be aware of the following time frames:

1. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services and associated invoice, unless this Contract specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.
2. If a payment is not available within forty (40) days, a separate interest penalty, as specified in Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. However in the case of health services contracts, the interest penalty provision applies after a thirty-five (35) day time period to health care contractors, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices, which have to be returned to a Contractor because of contractor preparation errors, may cause a delay of the payment. The invoice payment requirements do not start until the Department receives a properly completed invoice.

J. Final Invoice

The Contractor shall submit the final invoice for payment to the Department no more than forty-five (45) days after acceptance of the final deliverable by the Department or the end date of this Contract, whichever occurs last. If the Contractor fails to do so, all right to payment is forfeited, and the Department will not honor any request submitted after aforesaid time period. Any payment due under the terms of the Contract may be withheld until all applicable deliverables and invoices have been accepted and approved by the Department.

K. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the Department of Financial Services' Toll Free Hotline.

L. Electronic Transfer of Funds

Contractors are encouraged to accept payments for work performed under this contract by receiving Direct Deposit. To enroll in the State of Florida's Direct Deposit System the Contractor must complete a direct deposit form by contacting the Florida Department of Financial Services, Bureau of Accounting Direct Deposit Section at http://www.myfloridacfo.com/aadir/direct_deposit_web/index.htm or by phone at (850) 413-5517.

IV. **CONTRACT MANAGEMENT**

A. Department's Contract Manager

The Contract Manager for this Contract will be:

Shawn Satterfield
Bureau Chief, Community Programs
Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3457
Fax: (850) 487-4427
E-mail: Satterfield.shawn@mail.dc.state.fl.us

The Contract Manager will perform the following functions:

1. Maintain a contract management file;
2. Serve as the liaison between the Department and the Contractor;
3. Evaluate the Contractor's performance;
4. Direct the Contract Administrator to process all amendments, renewals and terminations of this Contract; and
5. Evaluate Contractor performance upon completion of the overall Contract. This evaluation will be placed on file and will be considered if the Contract is subsequently used as a reference in future procurements.

The Contract Manager may delegate the following functions to the Local Contract Coordinator:

1. Verify receipt of deliverables from the Contractor;
2. Monitor the Contractor's performance; and
3. Review, verify, and approve invoices from the Contractor.

The Local Contract Coordinator for this Contract will be:

Gilbert Barnes
Victim Services Administrator
Bureau of Community Programs
Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3123

Fax: (850) 488-3476
Email: barnes.gilbert@mail.dc.state.fl.us

B. Department's Contract Administrator

The Contract Administrator for this Contract will be:

Chief, Bureau of Contract Management and Monitoring
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3961
Fax: (850) 488-7189

The Contract Administrator will perform the following functions:

1. Maintain the official Contract Administration file;
2. Process all Contract amendments, renewals, and termination of the Contract; and
3. Maintain the official records of all formal correspondence between the Department and the Contractor provided by the Contract Manager for filing in the Contract Administration file.

C. Contractor's Representative

The name, title, address, and telephone number of the Contractor's representative responsible for administration and performance under this Contract is:

Terri Wedding, Senior Account Manager
Appriss, Inc.
10401 Linn Station Road, Suite 200
Louisville, KY 40223-3842
Telephone: (502) 815-5706
Fax: (502) 992-0012
Email: twedding@appriss.com

D. Contract Management Changes

After execution of this Contract, any changes in the information contained in Section IV., **CONTRACT MANAGEMENT**, will be provided to the other party in writing and a copy of the written notification shall be maintained in the official Contract record.

V. **CONTRACT MODIFICATION**

Unless otherwise stated herein, modifications to the provisions of this Contract, with the exception of Section III., C., Invoice Submission and Section IV., **CONTRACT MANAGEMENT**, shall be valid only through execution of a formal Contract amendment.

VI. TERMINATION

A. Termination at Will

This Contract may be terminated by the Contractor upon no less than one hundred eighty (180) calendar days' notice and upon no less than thirty (30) calendar days by the Department, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

B. Termination Because of Lack of Funds

In the event funds to finance this Contract become unavailable, the Department may terminate the Contract upon no less than twenty-four (24) hours' notice in writing to the Contractor. Notice shall be delivered by certified mail (return receipt requested), facsimile, by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. The Department shall be the final authority as to the availability of funds.

C. Termination for Cause

If a breach of this Contract occurs by the Contractor, the Department may, by written notice to the Contractor, terminate this Contract upon twenty-four (24) hours' notice. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. If applicable, the Department may employ the default provisions in Chapter 60A-1, Florida Administrative Code. The provisions herein do not limit the Department's right to remedies at law or to damages.

D. Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of this Contract.

VII. CONDITIONS

A. Records

1. Public Records Law

The Contractor agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapters 119 and 945.10, Florida Statutes, made or received by the Contractor in conjunction with this Contract. The Contractor's refusal to comply with this provision shall constitute sufficient cause for termination of this Contract.

2. Audit Records

a. The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this Contract, and agrees to

provide a financial and compliance audit to the Department or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor.

- b. The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to this Contract.

3. Retention of Records

The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Contract for a period of five (5) years. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of this Contract. Copies of all records and documents shall be made available for the Department upon request. All invoices and documentation must be clear and legible for audit purposes. All documents must be retained by the Contractor at the address listed in Section IV., C., Contractor's Representative or the address listed in Section III., D., Official Payee, for the duration of this Contract. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. All documents must be retained by the Contractor at the Contractor's primary place of business for a period of five (5) years following termination of the Contract, or, if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The Contractor shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall advise the Department of the location of all records pertaining to this Contract and shall notify the Department by certified mail within ten (10) days if/when the records are moved to a new location.

B. Prison Rehabilitative Industries and Diversified Enterprises, Inc. ("PRIDE")

The Contractor agrees that any articles which are the subject of, or are required to carry out this Contract, shall be purchased from PRIDE, identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Subsections 946.515(2) and (4), Florida Statutes. The Contractor shall be deemed to be substituted for the Department in dealing with PRIDE, for the purposes of this Contract. This clause is not applicable to subcontractors, unless otherwise required by law. Available products, pricing, and delivery schedules may be obtained by contacting PRIDE.

C. Products Available from the Blind or Other Handicapped (RESPECT):

The State/Department supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

D. Procurement of Materials with Recycled Content

It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out, this Contract shall be procured in accordance with the provisions of Sections 403.7065, Florida Statutes.

E. Sponsorship

If the Contractor is a nongovernmental organization which sponsors a program financed partially by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by Appriss, Inc., and the State of Florida, Department of Corrections." If the sponsorship reference is in written material, the words "State of Florida, Department of Corrections" shall appear in the same size letters or type as the name of the organization.

F. Employment of Department Personnel

The Contractor shall not knowingly engage in this project, on a full-time, part-time, or other basis during the period of this Contract, any current or former employee of the Department where such employment conflicts with Section 112.3185, Florida Statutes.

G. Non-Discrimination

No person, on the grounds of race, creed, color, national origin, age, gender, marital status or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of this Contract.

H. Americans with Disabilities Act

The Contractor shall comply with the Americans with Disabilities Act. In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Contracts.

I. Indemnification

NOTE: This section is not applicable to contracts executed between state agencies or subdivisions, as defined in Section 768.28, Florida Statutes.

The Contractor shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Department, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of this Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

J. Contractor's Insurance

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Contract. The Contractor

accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the Department under this Contract. Upon the execution of this Contract, the Contractor shall furnish the Contract Manager written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate. If the Contractor is a state agency or subdivision as defined in Section 768.28, Florida Statutes, the Contractor shall furnish the Department, upon request, written verification of liability protection in accordance with Section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, Florida Statutes.

K. Independent Contractor Status

The Contractor shall be considered an independent Contractor in the performance of its duties and responsibilities under this Contract. The Department shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing in this Contract is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

L. Disputes

Any dispute concerning performance of this Contract shall be resolved informally by the Contract Manager. Any dispute that can not be resolved informally shall be reduced to writing and delivered to the Department's Assistant Secretary of Community Corrections. The Department's Assistant Secretary of Community Corrections shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor, the Contract Manager and the Contract Administrator.

M. Copyrights, Right to Data, Patents and Royalties

Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State for the exclusive use and benefit of the State. Pursuant to Section 286.021, Florida Statutes, no person, firm or corporation, including parties to this Contract, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Department of State.

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor under this Contract. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the State of Florida, Department of State, and may not be copied or removed by any employee of the Contractor without express written permission of the Department.

The Contractor, without exception, shall indemnify and save harmless the Department and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the Department the right to continue use of, replace, or modify the article to render it noninfringing. (If none of the alternatives are reasonably available, the Department agrees to return the article to the Contractor upon its request and receive reimbursement, fees and costs, if any, as may be determined by a court of competent jurisdiction.) If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

N. Subcontracts

The Contractor is fully responsible for all work performed under this Contract. The Contractor may, upon receiving written consent from the Department's Contract Manager, enter into written subcontract(s) for performance of certain of its functions under this Contract. No subcontract, which the Contractor enters into with respect to performance of any of its functions under this Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All payments to subcontractors shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, Florida Statutes. It is understood and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under this Contract. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

O. Assignment

The Contractor shall not assign its responsibilities or interests under this Contract to another party without prior written approval of the Department's Contract Manager. The Department shall, at all times, be entitled to assign or transfer its rights, duties and obligations under this Contract to another governmental agency of the State of Florida upon giving written notice to the Contractor.

P. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

Q. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Contract can still be determined and effectuated.

R. Use of Funds for Lobbying Prohibited

The Contractor agrees to comply with the provisions of Section 216.347, Florida Statutes, which prohibits the expenditure of State funds for the purposes of lobbying the Legislature, the Judicial branch, or a State agency.

S. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Department employee. Only those communications that are in writing from the Department's staff identified in Section IV., Contract Management, of this Contract shall be considered a duly authorized expression on behalf of the Department. Only communications from the Contractor's representative identified in Section IV., C., which are in writing and signed, will be recognized by the Department as duly authorized expressions on behalf of the Contractor.

T. Conflict of Interest

The Contractor shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Contractor. No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

U. Department of State Licensing Requirements

All entities defined under Chapters 607, 617 or 620, Florida Statutes, seeking to do business with the Department, shall be on file and in good standing with the State of Florida, Department of State.

V. MyFloridaMarketPlace Vendor Registration

All vendors that have not re-registered with the State of Florida since March 31, 2003, shall go to <http://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

W. Public Entity Crimes Information Statement

A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid or proposal to provide any goods or services to a public entity, may not submit a bid or proposal to a public entity for the construction or repair of a public building or public work, may not submit bids or proposals for leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

X. Discriminatory Vendors List

An entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid or proposal to provide goods or services to a public entity, may not submit a bid or proposal with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not perform work as a Contractor, supplier, subcontractor or consultant under a Contract with any public entity and may not transact business with any public entity.

Y. Scrutinized Companies Lists

Pursuant to Chapter 287.135, F.S., an entity or affiliate who has been placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

In executing this contract and any subsequent renewals, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), F.S., the Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract. Additionally, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Z. Governing Law and Venue

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

AA. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

BB. Reservation of Rights

The Department reserves the exclusive right to make certain determinations regarding the service requirements outlined in this Contract. The absence of the Department setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed under this Contract are subject to mutual agreement. The Department reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the State of Florida and the health, safety and welfare of the Department's inmates and of the general public which is serviced by the Department, either directly or indirectly, through these services.

CC. Cooperative Purchasing

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases in accordance with the terms and conditions contained herein. The Department shall not be a party to any transaction between the Contractor and any other purchaser.

Other state agencies wishing to make purchases from this agreement are required to follow the provisions of Section 287.042(16) (a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the Contract is cost effective and in the best interest of the State.

DD. Scope Changes After Contract Execution

During the term of the Contract, the Department may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract.

The Department may make an equitable adjustment in the Contract prices or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld.

The Department shall provide written notice to the Contractor thirty (30) days in advance of any Department required changes to the technical specifications and/or scope of service that affect the Contractor's ability to provide the service as specified herein. Any changes that are other than purely administrative changes will require a formal Contract Amendment.

EE. Limitation of Remedies

The Contractor's entire liability and the Department's exclusive remedy shall be as follows:

1. In all situations involving performance or non-performance of machines or programming (other than licensed programs) furnished under this Contract, the Department's remedy is (a) the adjustment or repair of the machine or replacement of its parts by the Contractor, or at the Contractor's option, replacement of the machine or correction of programming errors, or (b) if, after repeated efforts, the Contractor is unable to install the machine or a replacement machine, model upgrade or feature in good working order, or to restore it to good working order, or to make programming operate, all as warranted, the Department shall be entitled to recover actual damages

to the limits set forth in this section. For any other claim concerning performance or non-performance by the Contractor pursuant to, or in any other way related to the subject matter of, this Contract, or any order under this Contract, the Department shall be entitled to recover actual damages to the limits set forth in this section.

2. The Contractor's entire liability for damages to the Department for any cause whatsoever, and regardless of form of action, whether in Contract or in tort including negligence, shall be limited to the greater of \$100,000 or the appropriate price stated herein for the specific machines that caused the damages or that are the subject matter of or are directly related to the cause of action. The foregoing limitation of liability will not apply to (a) the payment of cost and damage awards referred to in "Patents and Royalties", or to (b) claims for reprourement costs or the cost of cover pursuant to Division of Purchasing Rule 60A-1.006, Florida Administrative Code, entitled "Default", or to (c) claims for personal injury or damage to real or tangible personal property caused by the Contractor's negligence or tortious conduct.

3. The Contractor's entire liability and the Department's exclusive remedy for damages to the Department for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort including negligence, shall be limited to actual damages up to the greater of \$100,000 or an amount equal to 12 months' maintenance charges for the specific machines under this Contract that caused the damages or that are the subject matter of, or are directly related to, the cause of action. Such maintenance charges will be those in effect for the specific machines when the cause of action arose. The foregoing limitation of liability will not apply to (a) the payment of cost and damage awards referred to in "Patents and Royalties" or to (b) claims for reprourement costs or costs to cover pursuant to Division of Purchasing Rule 60A-1.006, Florida Administrative Code, entitled "Default", or to (c) claims by the Department for personal injury or damage to real property or tangible personal property caused by the Contractor's negligence or tortious conduct.

4. The Contractor's entire liability and the Department's exclusive remedy for damages to the Department for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort including negligence, shall be limited to actual damages up to the greater of \$100,000 or an amount equal to 12 months' maintenance charges for the specific software product under this Contract that caused the damages or that are the subject matter of, or are directly related to, the cause of action. Such maintenance charges will be those in effect for the specific software product when the cause of action arose. The foregoing limitation of liability will not apply to (a) the payment of cost and damage awards referred to in "Patents and Royalties," or to (b) claims for reprourement costs or the cost of cover pursuant to Division of Purchasing Rule 601A-1.006, Florida Administrative Code, entitled "Default", or to (c) claims by the Department for personal injury or damage to real property or tangible personal property caused by the Contractor's negligence or tortious conduct.

5. The Contractor's entire liability and the Department's exclusive remedy shall be as follows: In all situations involving performance or non-performance of licensed programs furnished under this Contract, the Department's remedy is (1) the correction by the Contractor of licensed program defects, or (2) if, after repeated efforts, the Contractor is unable to make the licensed program operate as warranted, the Department shall be entitled to recover actual damages to the limits set forth in this section. For any other claim concerning performance or non-performance by the

Contractor pursuant to, or in any way related to, the subject matter of this Contract, the Department shall be entitled to recover actual damages to the limits set forth in this section. The Contractor's liability for damages to the Department for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort including negligence, shall be limited to the greater of \$100,000 or the one-time charges paid for, or any monthly license or initial license charges which would be due for 12 months' use of the licensed program that caused the damages or that is the subject matter of, or is directly related to, the cause of action and shall include any initial or process charges paid to the Contractor. This limitation of liability will not apply to (a) the payment of cost and damage awards referred to in "Patents and Royalties" or to (b) claims for reprocurement costs or the cost of cover pursuant to Division of Purchasing Rule 60A-1.006, Florida Administrative Code, entitled "Default", or to (c) claims for personal injury or damage to real or tangible personal property caused by the Contractor's negligence or tortious conduct.

6. The Contractor shall hold and save the Department harmless from any and all suits and judgments against the Department for personal injury or damage to real or tangible personal property caused by the Contractor's tortious conduct in the performance of this Contract provided that (a) the Department promptly notifies the Contractor in writing of any claim, and (b) the Contractor shall be given the opportunity, at its option, to participate and associate with the Department in the control, defense and trial of any claims and any related settlement negotiations and, provided further, that with respect to any claim, or portion thereof, for which the Contractor agrees at the initiation of such claim that the Contractor shall save and hold the Department harmless, the Contractor shall have the sole control of the defense, trial and any related settlement negotiations, and (c) the Department fully cooperates with the Contractor in the defense of any claim.
7. In no event, however, will the Contractor be liable for (a) any damages caused by the Department's responsibilities, or for (b) any lost profits or other consequential damages, even if the Contractor has been advised of the possibility of such damage, or for (c) any claim against the Department by any other party, except as provided in the hold harmless provision of the preceding paragraph of this Special Condition and except as provided in the paragraph entitled "Patents and Royalties", or for (d) any damages caused by performance or non-performance of machines or programming located outside the United States or Puerto Rico.

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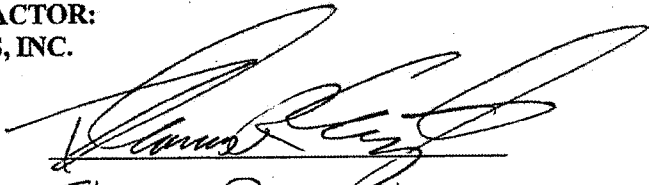
Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract and any attachments or exhibits if included, contain all the terms and conditions agreed upon by the parties.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

**CONTRACTOR:
APPRISS, INC.**

SIGNED
BY:



NAME:

Thomas R. Seigle

TITLE:

President, Public Safety Services Group

DATE:

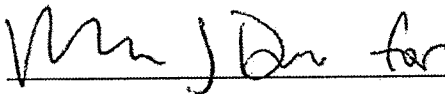
9-25-12

FEID #:

61-1371324

DEPARTMENT OF CORRECTIONS

SIGNED
BY:



NAME:

Kenneth S. Tucker

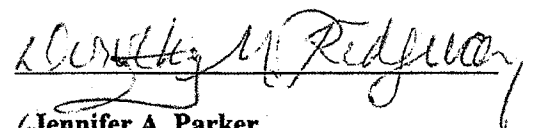
TITLE:

**Secretary
Department of Corrections**

DATE:

26 SEP 2012

SIGNED
BY:



NAME:

Jennifer A. Parker

TITLE:

**General Counsel
Department of Corrections**

DATE:

9/12/12

ATTACHMENT 1

Participating Entities On-Line, Per Month					Participating Entity, Per Month				
	Agency	State	County	Status		Agency	State	County	Status
1	900	FL	FL DOC	Online	37	63	FL	Union	Online
2	15	FL	Duval	Online	38	64	FL	Volusia	Online
3	8	FL	Charlotte	Online	39	16	FL	Escambia	Online
4	20	FL	Gilchrist	Online	40	48	FL	Orange	Online
5	17	FL	Flagler	Online	41	39	FL	Madison	Online
6	30	FL	Indian River	Online	42	38	FL	Liberty	Online
7	33	FL	Lafayette	Online	43	6	FL	Broward	Online
8	2	FL	Baker	Online	44	28	FL	Hillsborough	Online
9	10	FL	Clay	Online	45	62	FL	Taylor	Online
10	23	FL	Hamilton	Online	46	32	FL	Jefferson	Online
11	54	FL	Putnam	Online	47	61	FL	Suwannee	Online
12	56	FL	Sarasota	Online	48	13	FL	DeSoto	Online
13	11	FL	Collier	Online	49	24	FL	Hardee	Online
14	4	FL	Bradford	Online	50	45	FL	Nassau	Online
15	29	FL	Holmes	Online	51	59	FL	St. Lucie	Online
16	35	FL	Lee	Online	52	22	FL	Gulf	Online
17	31	FL	Jackson	Online	53	40	FL	Manatee	Online
18	65	FL	Wakulla	Online	54	49	FL	Osceola	Online
19	66	FL	Walton	Online	55	57	FL	Seminole	Online
20	1	FL	Alachua	Online	56	9	FL	Citrus	Online
21	60	FL	Sumter	Online	57	51	FL	Pasco	Online
22	5	FL	Brevard	Online	58	52	FL	Pinellas	Online
23	37	FL	Levy	Online	59	26	FL	Hernando	Online
24	18	FL	Franklin	Online	60	21	FL	Glades	Online
25	7	FL	Calhoun	Online	61	27	FL	Highlands	Online
26	14	FL	Dixie	Online	62	43	FL	Miami Dade	Online
27	67	FL	Washington	Online	63	3	FL	Bay	Online
28	41	FL	Marion	Online	64	25	FL	Hendry	Online
29	46	FL	Okaloosa	Online	65	42	FL	Martin	Online
30	44	FL	Monroe	Online	66	47	FL	Okeechobee	Online
31	55	FL	Santa Rosa	Online	67	50	FL	Palm Beach	Online
32	36	FL	Leon	Online	68	58	FL	St. Johns	Online
33	19	FL	Gadsden	Online	Remaining Participating Entities				
34	12	FL	Columbia	Online	FL DJJ				
35	34	FL	Lake	Online					
36	53	FL	Polk	Online					



FLORIDA
DEPARTMENT of
CORRECTIONS

Governor
RICK SCOTT

Secretary
KENNETH S. TUCKER

An Equal Opportunity Employer

501 South Calhoun Street • Tallahassee, FL 32399-2500

<http://www.dc.state.fl.us>

October 22, 2012

Richard L. Brannon, Purchasing Director
Okaloosa County Department of Corrections
1200 East James Lee Blvd.
Crestview, Florida 32639
(850) 689-5690

Dear Director Brannon:

Enclosed please find a fully executed original of Agreement #A2957 between the Department of Corrections and Okaloosa County Department of Corrections.

This Agreement is entered into for the purpose of providing a statewide victim notification and information service (VINE) service. The Agreement began on October 1, 2012, co-terminus with Contract #AC2753 between the Department and APPRISS, Inc., and will end at midnight on September 30, 2017, unless terminated earlier under the provisions of this Memorandum of Agreement.

As a reminder, please be advised:

- to include the Agreement number (A2957) on all associated correspondence; and
- that material changes to the scope of services cannot be made except through a formal Agreement amendment, executed by both parties, and issued by this office.

If there are any questions, please call me at (850) 717-3674.

Sincerely,

Sharon L. Witherspoon, CPPB
Government Operations Consultant II

Enclosures

VINE MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Corrections ("DOC") and OKALOOSA COUNTY, FLORIDA.

WITNESSETH

WHEREAS the Florida Legislature, in the 2001 Legislative Session required the DOC to release a Request for Proposal (RFP) to implement a statewide victim notification and information service in an effort to provide offender information and notification to all victims of crime when an offender is released or escapes;

WHEREAS the DOC released an RFP, in accordance with established laws of the State of Florida, and rules of the Department of Management Services, and has entered into a contract with APPRISS, INC. ("Service Provider") to provide the VINE service to develop and implement an automated statewide victim notification and information service, to be available to victims of crime, and the general public, 24 hours a day, 7 days a week

WHEREAS, the Local Agency desires to participate in VINE.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions set forth below, the parties agree as follows:

1. TERM

This Agreement shall ~~be~~ begin on the date on which the last party has signed this Agreement and shall be co-terminus with the August 24, 2002 VINE Service Agreement ("VINE Service Agreement") between DOC and the Service Provider unless terminated earlier under the provisions of this Agreement.

2. LOCAL AGENCY AS A SUB-LICENSEE

Pursuant to the authority granted to DOC in the VINE Service Agreement with the Service Provider, DOC hereby grants a non-exclusive, non-transferable sub-license to Local Agency to participate in VINE. Local Agency's participation shall be governed by the terms of the VINE Service Agreement and the terms and conditions stated therein.

3. LICENSE FEES

Local Agency understands and agrees that license fees payable to the Service Provider for services rendered to DOC and Local Agency under the VINE Service Agreement, consisting of start

up costs and annual maintenance fees, will be paid by DOC from the Effective Date of this Agreement through the date of expiration of the term of this Agreement as described in Section 1 herein, DOC reserves the right to request payment of maintenance fees by Local Agency as consideration of the Local Agency's continued participation in VINE beyond the initial term of the Agreement.

4. OBLIGATIONS OF LOCAL AGENCY

Local Agency is responsible for providing technical assistance with creating the interface necessary to extract data required for the system. This includes, but is not limited to, assistance with local network connectivity, physical site access for equipment installation and maintenance, and programming to create data extract files.

Each entity is responsible for any additional charges incurred from either internal MIS staff or third party vendors for programming necessary to create extract files from existing automated systems. Also, if a participating entity installs a new, or changes an existing booking system after the initial interface has been implemented, additional programming charges will apply for work required by the Service Provider to program and test the new interface. These charges are in addition to any charges that may be applied by the participating entities MIS staff or third party vendor responsible for the new booking system.

The Service Provider will install a computer (herein referred to as the VINE Gateway) at any of the participating entities where it is needed for the interface. The purpose of the VINE Gateway is to obtain offender information from the site and transmit it to the National Operations Center. The VINE Gateway should not be used for any other purposes by the site's staff. Other usage of the computer by staff beyond the indicated purpose may cause loss of data or interfere with data collection. In such cases, the customer will be responsible for any anomaly in the data or the interruption in VINE service. Any damage to a VINE Gateway resulting from customer usage for purposes other than the VINE interface will void all warranties on the equipment. Replacement and/or repair of equipment as the result of agency staff misuse will be the responsibility of the participating entity.

5. TERMINATION

A. Termination at Will

This Agreement may be terminated by either party upon no less than thirty (30) calendar days' notice without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

B. Termination for Cause

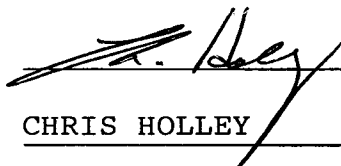
If a breach of this Agreement occurs by the Agency, DOC may, by written notice to the Agency, terminate this Agreement upon twenty-four (24) hours' notice. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

IN WITNESS THEREOF, the parties hereto have cause this Agreement to be executed by their undersigned officials as duly authorized.

LOCAL AGENCY:
OKALOOSA COUNTY, FLORIDA

STATE OF FLORIDA
DEPARTMENT OF CORRECTIONS

SIGNED
BY:



NAME:

CHRIS HOLLEY

TITLE:

COUNTY MANAGER

DATE:

7/8/03

SIGNED
BY:



NAME:

James V. Crosby, Jr.


TITLE:

Secretary

DATE:

8/23/03

Approved as to Form and Legality
Subject to Execution by the Parties



Louis A. Vargas, General Counsel
Department of Corrections

CONTRACT BETWEEN
THE DEPARTMENT OF CORRECTIONS
AND
APPRISS, INC.

This Contract is between the Florida Department of Corrections ("Department") and Appriss, Inc. ("Contractor") which are the parties hereto.

WITNESSETH

Whereas, the Department is required to ensure that all inmates are provided care, custody, treatment, housing, and general handling in accordance with Section 945.04, Florida Statutes;

Whereas, the Department, as well as the Department of Juvenile Justice, and the local Sheriffs/County Jails are required by Florida Statute 944.605 and 960.001 to notify victims of crime prior to an offenders release;

Whereas, it is necessary that budget resources be allocated effectively;

Whereas, this Contract is obtained by RFP # 01-DC-7407 authorized pursuant to Section 287.057 (2)(a), Florida Statutes; and

Whereas, the Contractor is a qualified and willing participant with the Department to provide a statewide automated victim notification service to the Department, the Department of Juvenile Justice and the local Sheriff/County Jails (hereinafter referred to as 'participating entities')

Therefore, in consideration of the mutual benefits to be derived herefrom, the Department and the Contractor do hereby agree as follows:

I. CONTRACT TERM AND RENEWAL

A. Contract Term

This Contract shall begin on **October 1, 2002**, or the date signed by both parties, whichever is later, and shall end at midnight on **September 30, 2005**. In the event this Contract is signed by the parties on different dates, the latter date shall control.

This Contract is in its initial term.

B. Contract Renewal

The Department has the option to renew this Contract for two (2) additional one (1) year period(s) after the initial Contract period upon the same terms and conditions contained herein and at the renewal prices indicated in Section III, Compensation. Exercise of the renewal option is at the Department's sole discretion and shall be conditioned, at a minimum, on the Contractor's performance of this Contract and subject to the availability of funds. The Department, if it desires to exercise its renewal option, will provide written notice to the Contractor no later than thirty (30)

days prior to the Contract expiration date. Each renewal year term shall be considered separate and shall require exercise of the renewal option for each year the Department chooses to renew this Contract.

II. SCOPE OF WORK

A. General Overview of Services

The Contractor shall provide a statewide automated victim notification service (hereinafter referred to as the "Service) which meets or exceeds the levels specified in the Department's Request For Proposals (RFP) # 01-DC-7407, as applicable.

The Service shall streamline and enhance the current methods of victim notification throughout the State of Florida. The Service shall link on a statewide basis certain data on offenders within the custody of the Department of Corrections, the Department of Juvenile Justice and local Sheriffs/CountyJails (hereinafter referred to as "participating entities"). This information shall be accessed by victims and the general public to provide the current status on offenders and shall notify registered individuals if an offender's status changes (escape, release, transfer or death). The Service shall be accessible through the telephone with a confidential pin number. The Service shall integrate offender data and victim information maintained by the participating entities to the vendor-provided call center, through computers and telephone lines. Crime victims and other members of the general public will use a toll-free telephone number to register with a Personal Identification Number (PIN) in order to receive notification of an offender status change and other state specific statutory notification and service referral requirements. This will occur by means of accessible "scripts" built into the system. The call center will place automatic telephone notification calls to individuals who are registered to receive the information at a telephone number of their choice. For routine notifications, calls will be placed within an hour. For safety related issues such as an offender release or escape, the service shall make timely notifications at time intervals as agreed upon in the Statewide Specification Document. Calling patterns and intervals for other notification requirements will be determined by the Contractor and the participating entities. The victim will enter a valid "PIN" number to stop the calls when notification is achieved. The Service will provide 24-hour direct operator assistance and provide for an automated method of printing notification letters by the participating entities to registered individuals who provide their mailing address to the Contractor or the participating entities upon request. It shall provide full security to ensure proper controls and audit trails. For example, the notification portion of the interactive system must contain selected segments that can be acknowledged only after the entry of an appropriate personal identification number (PIN). The Service shall be operational twenty-four (24) hours a day, 365 days a year, with a minimum of downtime to be effective.

The Department will not furnish services or support (e.g., support staff, office space, telephone service, secretarial, or clerical support) to the Contractor.

B. Implementation Schedule

It is recognized that the implementation schedule is based on cooperation of the participating entities and could vary over the course of the project. If participating entities or customer delays slow the implementation, the Contractor agrees not to increase installation costs.

The Contractor will ensure that the Department of Corrections VINE service will not be interrupted and is included in this contract as part of the statewide system effective October 1, 2002. Assuming the counties are agreeable and able to provide required assistance to the Contractor, Orange, Hillsborough, and Broward counties will be brought online in December 2002. Palm Beach, Collier, and Monroe counties will be brought online in January 2003. Dade, Duval, and Volusia Counties will be brought online in February 2003. The objective is for all current Florida County VINE services to be brought online first.

The Contractor shall adhere, as closely as possible, to the implementation schedule shown in the table below.

Target Month	Number of Agencies Online	Participating Entity (If Identifiable at Contract Time) Targeted to Bring on Line during Target Month
Oct-02	1*	Department of Corrections Brought Online
Nov, 02		Ongoing Statewide Development and Maintenance
Dec.-02	4*	Orange, Hillsborough and Broward Counties Brought Online
Jan-03	7*	Palm Beach, Collier and Monroe Counties Brought Online
Feb-03	10*	Dade, Duval and Volusia Counties brought on line
Mar-03	15	Five Additional Participating Entities (TBA)
Apr-03	20	Five Additional Participating Entities (TBA)
May-03	25	Five Additional Participating Entities (TBA)
Jun-03	30	Five Additional Participating Entities (TBA)
Jul-03	35	Five Additional Participating Entities (TBA)
Aug-03	40	Five Additional Participating Entities (TBA)
Sep-03	45	Five Additional Participating Entities (TBA)
Year 2		
Oct-03	49	Four Additional Participating Entities (TBA)
Nov-03	54	Five Additional Participating Entities (TBA)
Dec-03	59	Four Additional Participating Entities (TBA)
Jan-04	64	Five Additional Participating Entities (TBA)
Feb-04	69	Five Additional Participating Entities (TBA)

C. Project Implementation and Start Up

1. The Contractor shall assign a project team to assist in the planning, development, introduction and implementation of the statewide service for the Department and participating entities.
 - a) The Contractor's team shall consist of the following members:
 - 1) **Account Manager:** Acts as the primary account contact for any issues relating to contract or service issues that arise prior to the service being turned over to the Customer Account Representative.
 - 2) **Project Manager:** Coordinates and manages the overall implementation of the service.
 - 3) **Customer Account Representative:** Manages all contract and service communications after the service is turned over to the production environment. Also assists with the development of promotional materials such as the brochures, victim cards, posters, television and radio Public Service Announcements (PSA's). This person will also coordinate training programs, media coverage, and press announcements.
 - 4) **Technical Account Analyst:** Resolves technical problems that have been reported to the Customer Account Representative once the project has been turned over in the production environment. This will be at the end of the installation cycle.
 - b) The Contractor's Project Manager will coordinate an initial meeting within 10 days with the Department's Contract manager, information systems contact, public relations contact, and other key parties from *participating entities* for the project, as applicable.
 - c) The Contractor shall work with the Department's project manager and information system contact and participating entity staff, as applicable, to refine all preliminary documentation to the statewide specification documents which will provide the functional and technical details for the system. This specification shall be completed 30 days after the initial meeting. The specification documents for the system shall ensure that the minimum system requirements as outlined in the RFP 01-DC-7407 are met.
 - i. The Contractor shall provide to the Department, a detailed Functional Specifications Document, including but not limited to, the features and functionality of the system such as the data needed, how it integrates into daily operations for each type of entity, what it provides to victims and other interested parties, how it expands the existing service provided to the Department, problem identification and resolution process, functional problem escalation process, and change management process.
 - ii. The Contractor shall provide to the Department, a detailed System Specifications Document, including but not limited to, equipment, systems/data interface, specific data requirements, hardware and software and Service Implementation Plan that includes a preliminary implementation schedule, implementation tasks, deliverables, performance

standards, preliminary test plans, staffing, problem identification and resolution process, technical problem escalation process, and change management process.

- d) The Contractor shall obtain final approval of the Specifications Documents from the Department's Contract Manager or designee. Based upon the approval of the Specifications Documents, the system will be developed, tested and implemented.
 - e) Should any changes to the Specifications Documents be required, the Contractor must obtain approval from the DC Contract Manager and ensure the applicable Change Management processes governing changes to production information systems are satisfied. All changes must be thoroughly tested and accepted prior to their implementation and the Specifications Document must be updated and approved.
 - f) The Contractor must provide bi-weekly reports to the Department's Contract Manager on the progress of the project implementation, including but not limited to, sites that have been brought on line, promotions in the communities brought on line, sites under development and estimated date of completion and compliance with the implementation schedule shown in Section II, B. of this Contract.
2. The Contractor shall provide for restricted access to a secure internet site that will allow staff from each participating entity to access the following information for monitoring purposes:
- a) Call trace by telephone number
 - b) Call trace by offender number and/or name
 - c) Summary of confirmed and unconfirmed call notifications
 - d) Register victims for notification
 - e) Print notification letters for victims who have registered an address for notification
3. The Contractor shall develop, provide and install the system/data interface for the Department and each participating entity as required in the RFP, including but not limited to the following:
- a) Each entity's connection will be direct to the Contractor's facilities.
 - b) The Contractor shall provide and install an Interface PC and network connection at each participating entity that collects the offender data from each participating entity's automated booking/information system.
 - c) The Contractor will be responsible for the maintenance and associated costs for all Interface PC's and communications equipment including replacement if needed.
 - d) The Contractor shall develop the necessary software to collect this information from the Interface PC, and transmit it back to the Contractor's call center.
 - e) Each participating entity will assist with the programming necessary to collect the offender data and pass it to the Interface PC.
 - f) Each participating entity will assist in the development of the software interface by providing the necessary access to the participating entity's computer system to collect the required data and place it in a transaction file.

- g) The cost of changes or enhancements to each participating entity's automated system to provide the Contractor with the necessary data for the system interface will be the responsibility of the participating entity.
 - h) The interface PC that is placed at the participating entity's site shall be owned by the Department.
4. The Contractor shall be responsible for planning, installation and all associated one time and ongoing costs for all telephone and data lines necessary to provide the interactive automated victim notification service at each participating entity. This shall, at a minimum, include the following lines:
- a) toll free lines that callers dial into, accessible through dial or touch-tone telephone and Telecommunications Device for the Deaf (TDD);
 - b) lines that notification calls are placed on;
 - c) lines on which data from the interface PC is transferred to the service
 - iii. including sufficient bandwidth for hosting VINEWATCH software and collecting data from each participating entity; and
 - d) access to the toll free Emergency Override Line, for the purpose of manually overriding certain service functions.
5. The Contractor shall provide the Department and participating agencies the VINEWatch software that allows the registration of victims for written notification letters as follows:
- a) The Contractor shall grant to the Department and participating agencies a non-exclusive license to use the VINEWatch software for the duration of the contract. This license to use the VINEWatch Software shall not be dependant upon or require the Department or participating agencies to purchase any other product or service, including maintenance or technical services from the Contractor or its successors or assigns other than those specifically referred to herein.
 - b) The software will be accessed from the Contractor's call center via the Internet by Department or participating entity's personnel who have appropriate security clearance and have been provided assigned security codes. The Contractor shall setup an administrative account for each participating entity and the Contractor will be responsible for assigning all participating entities personnel security codes.
 - c) The software shall provide audit reports on all notification calls that the system processes.
 - a. The software shall allow the Department and all participating agencies to perform the following types of functions. NOTE: Any changes to these functions must be completed by the entity responsible for entering the initial information.
 - i. Print notification audit reports for documentation including but not limited to:
 - Call Trace by Phone Number
 - Call Trace by Offender Number and/or Name
 - Summary of Confirmed/Unconfirmed Notifications

Notification Summary Report; and
Detailed Audit Report.

- ii. Print registered victim reports as per the Department and participating entities request.
 - iii. Register, modify or de-register victims for written/telephone notification.
 - iv. Print notification letters for victims pre-registered for mail notification.
 - v. Print usage reports with statistics on number of calls, number of notifications, number of victims and number of offenders.
- b. The software shall allow every contact to a victim to be logged to provide assurance of the systems performance.
6. The Contractor shall provide system functionality testing as follows:
- a) The Contractor shall provide a final system functionality test plan to be approved by each participating entity prior to system testing.
 - b) The Contractor, in conjunction with each participating entity shall test the system for a minimum of thirty (30) days to assure functionality and performance.
 - c) The Contractor shall be responsible for any necessary enhancements or modifications that arise from the execution of the test plan by the participating entity.
7. The Contractor must warranty that the system will perform according to the Specifications Documents. If the system does not perform according to the Specifications Documents and there have been no substantive functional or operational changes requested, then the Contractor must correct the deficiencies and return to operational status as per the Specifications Documents at its own expense.
8. The Contractor shall prepare and assist the Department with a complete training, promotion, and public relations campaign designed to ensure that the program effectively reaches crime victims throughout the state. The Contractor shall create and develop all promotional materials and voice response scripts in English, Spanish, and Haitian Creole for victim registration and in accordance with notification requirements as specified by Chapters 944.605 and 960.001, Florida Statutes for the participating entities.
- a) The Contractor shall create the following promotional materials used for long-term promotion of the Contractor's service in English, Spanish and Haitian Creole. Materials shall be provided in the stated quantities on an annual basis.
 - i. Victim Brochures (explaining the program, designed to be distributed by law enforcement and other victim service agencies). 5,000 per participating entity, 20,000 each to Department of Corrections and Department of Juvenile Justice.
 - ii. Tear-off Informational Sheets. 10,000 per participating entity, Department of Corrections and Department of Juvenile Justice.

- iii. Victim Access Notification Service Promotion Posters. 200 per participating entity, 500 each to Department of Corrections and Department of Juvenile Justice.
 - b) The Contractor shall assist in introducing the victim access notification service to the public and the media through media releases and conferences. This service includes creation of and distribution of media advisories and Public Service Announcements for TV, radio and newspapers.
 - c) The Contractor shall provide its standard training program modified to address the statewide system and also provide copies of its professional training programs on videotape, two (2) copies to each participating entity, twenty-five (25) to both the Department of Corrections and the Department of Juvenile Justice. In addition, the Contractor will license the Department to reproduce these videos for its own internal use in unlimited quantities.
 - d) The Contractor shall provide five (5) copies of all user manuals and training materials to each participating entity.
 - e) The Contractor shall coordinate and conduct 10 – 12 regional training workshops for Department and participating entity's in-house staff, law enforcement agencies, and victim service providers at mutually agreeable locations and dates approved by the Department's Contract Manager. The purpose of these workshops will be to assist in introducing the service statewide.
 - f) The Department and each participating entity shall reserve the right to reproduce any and all documentation, promotional, or training materials.
 - g) No publicity or communication with the public, the media or other outside parties related to the contract or the Department shall be released without prior approval of the Department's Contract Manager. The communications include but are not limited to, notices, letters, information pamphlets, press releases, signs or similar public notices prepared by the Contractor.
9. The Contractor shall provide a centralized call center that meets or exceeds the requirements set forth in the RFP 01-DC-7407; including but not limited to:
- a) The Contractor's call center, shall operate on a 24-hour basis. This will include all equipment, telecommunications, and communication pathways from the call center to the national telephone network, and the building support services such as electrical power, which shall be designed and operated to achieve a 99% level of reliability. The Contractor's call center shall be located within the continental United States of America.
 - b) The call center shall have an Uninterruptable Power Supply to maintain operations throughout short failures of normal utility power and a backup generator system. The backup generator shall be able to maintain all call center computer operations during long failures of utility power and to power offices and other facilities adequately to keep the Florida statewide project operating.

- c) The call center shall have duplicate telephone trunk lines, independently routed and connected to the national network via two different switching offices to maintain constant services.
- d) The call center shall have duplicate computers with the ability to, at a minimum, permit restoration of data collection and user call services within ten minutes after computer failure to maintain constant services.
- e) The call center shall have duplicate data storage devices with automated fail-over and automatic re-establishment of the duplicate databases upon replacement of the failed storage device to maintain constant services.
- f) The call center shall be equipped with automated fire detection and suppression equipment to maintain constant services.

10. Deliverables:

- a) All documentation, including but not limited to, Functional and System Specifications, Implementation Plans and Schedules, Problem Identification and Resolution processes, change management process, problem escalation process and systems documentation;
- b) All equipment required for the interfaces at each participating entity;
- c) Development of custom interface software for retrieving data from the VINE Interface PC;
- d) Installation and checkout of interface equipment;
- e) Startup costs for all telephone lines;
- f) Project management;
- g) Script design in English, Spanish and Haitian Creole, recording, translation and programming;
- h) Call Center programming for all customer options;
- i) System testing plan and report of results;
- j) Development of a customized training program;
- k) Video training program for arresting agencies, participating entities and other victim service providers;
- l) Creation of public service announcements for television and radio;
- m) Development of victim brochures, posters and information cards (including printing costs);
- n) On-site customer orientation program;
- o) Coordination of media announcements;
- p) Assistance with live press conference presentation;
- q) Monthly System Performance Report to each entity;
- r) Bi-weekly reports on the progress of the project implementation; and
- s) Warranty that the system will perform according to the Systems Specifications Document

D. Annual System Support, Operations and Maintenance

- 1. The Contractor shall provide annual operations and support for the Department and all participating entities which meets all requirements outlined in the RFP and further detailed in the statewide specification document. This shall include service 24 hours a day, seven (7) days a week, 365 days a year through its' National Operations Center in Louisville, Kentucky and include but not be limited to maintaining all software, hardware, networks,

communications, and supporting all system programming changes, and any necessary licensing requirements.

2. The Contractor shall provide the service by uploading data from the Department and each participating entity's database into the automated call center in Louisville through the data interface PC.
3. The Contractor's service shall monitor the offender's custody status every 15 minutes and automatically begin making notification attempts to the victim as per the parameters established by the statewide specification document.
4. The Contractor shall perform complete support of all interface hardware and software equipment necessary to ensure provision of the service for the duration of the contract.
5. The Contractor shall provide for 100% redundancy to avoid any downtime due to hardware or software issues. The Contractor must also provide a Disaster Recovery Plan.
6. The Contractor's call center shall be monitored on a 24 hours a day, 7 days a week basis to ensure that any interruption in service is detected and remedied immediately. The participating entity shall be notified of any interruption in service and when service is restored.
7. The Contractor shall maintain a highly trained and qualified staff to monitor and operate the central call center equipment.
8. The Contractor shall provide the Department and each participating entity a contact number accessible twenty (24) hours a day, for the purpose of reporting problems that might be experienced.
9. The Contractor's contact person shall respond to the contact person at each participating entity with the status or resolution of any problem or malfunction within two (2) hours of notification to the Contractor.
10. The Contractor shall maintain adequate staff to provide ongoing support of system script and programming changes as requested by the Department.
11. The Contractor's call center shall provide live operator assistance to victims and callers using the service.
 - a) The live operator service shall be available in English, Spanish and Haitian Creole languages.
 - b) A record of each call transferred to the Contractor's operator staff shall be maintained. Callers must be notified of this prior to transferring to the live operator.
12. The Contractor shall provide a written Disaster Recovery Plan that covers power failures, telephone system failures, local equipment failures, flood or fire at the call center to maintain constant services.

13. Monthly System Performance Reporting: The Contractor must provide a monthly report on performance of the system, response times, busy signals, times on hold and any system interruptions. Additionally, regular operational metrics such as timing of system updates failed connections or updates and any system unavailability will be reported.

14. Deliverables:

- a) Ongoing service operation 24 hours a day, 7 days a week;
- b) Complete support of interface hardware and software;
- c) Monitoring of all system hardware and software every 15 minutes;
- d) 24 hours troubleshooting support if system alarms are generated;
- e) Ongoing support of all system script or programming changes;
- f) Ongoing public relations support for generating media updates;
- g) All incoming and outgoing telephone calls;
- h) 24 Hour Live Operator service;
- i) Communication costs for transferring all system transactions every 15 minutes;
- j) Annual provision of victim brochures, (explaining the program, designed to be distributed by law enforcement and other victim service agencies.);
- k) Annual provision of Tear-off Informational Sheets;
- l) Annual provision of Victim Access Notification Service Promotional Posters;
- m) Response time within two hours when notified of problem or malfunction; and
- n) Monthly System Performance Report.

III. COMPENSATION

A. Payment

The total contract payment amount for the initial Contract term (October 2002 to September 2005) shall not exceed \$3,695,045.00. The Department will compensate the Contractor for delivery of the statewide victim notification service as specified in this contract in accordance with the payment methodologies outlined in Sections 1-6 below:

1. Advanced Flat Fee for Statewide Project Start-Up:

The Department shall pay the initial, non-recurring Statewide Project and Call Center startup fees of \$470,000.00 for the project management, the system specification document, required software and licenses, hardware and interface equipment, call center phone lines, statewide script design, statewide system project implementation and statewide service introduction including design of training and promotional materials, in advance, following contract execution and receipt of a proper invoice.

Month	COST BREAKDOWN						
	Call Center		Participating Entities		Total Due		
	Startup	Maintenance	Startup	Maintenance	Startup	Maintenance	
Oct-02	\$470,000	\$0	\$0	\$0	\$470,000	\$0	Advance Payment of Statewide Project and Call Center

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										Start Up Costs as specified above.
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2. Fixed Fee Payment for Initial Ten Entities in Statewide Linkup

The Department will pay the Contractor on a monthly basis in arrears for call center maintenance, participating entity start up and participating entity maintenance, as outlined in the following table for the identified entities:

Month	COST BREAKDOWN						Total # Online	Participating Entity
	Call Center		Participating Entities		Total Due			
	Startup	** Maintenance	Startup	** Maintenance	Startup	** Maintenance		
Year 1								
Oct-02	\$0	\$0	\$0	\$5,625	\$0	\$5,625	1	Department of Corrections
Nov-02	\$0	\$0	\$0	\$0	\$0	\$5,625	1	Department of Corrections
Dec-02	\$0	\$22,500	\$0	\$15,010	\$0	\$37,510	4	Orange, Hillsborough, Broward Counties
Jan-03	\$0	\$22,500	\$7,161	\$19,537	\$7,161	\$42,037	7	Palm Beach, Volusia, Monroe Counties
Feb-03	\$0	\$22,500	\$0	\$26,897	\$0	\$49,397	10	Dade, Duval and Collier Counties
Monthly Thereafter	\$0	\$22,500	\$0	\$26,897	\$0	\$49,397		Continued Call Center Maintenance** and Monthly Maintenance** For the above 10 Entities

3. Fixed Fee Payment for Additional Participating Entities

The Department will pay the Contractor on a monthly basis for each additional participating entity as outlined in the following table. The start up costs of \$7161.00 plus the initial maintenance charge of \$842.00 will be paid one-time only when the participating entity is brought on-line. Thereafter, the Department will pay a monthly maintenance charge of \$842.00 per each participating entity on line and fully operational.

Month	COST BREAKDOWN						Total # Online	Participating Entity
	Call Center		Participating Entities		Total Due			
	Start Up	** Maintenance	Startup	** Maintenance	Startup	** Maintenance		
Month Brought Online	\$0	\$0	\$7,161	\$842.00	\$7,161	\$842.00	1	Per each Participating Entity
Monthly Thereafter Until September 2004	\$0	\$0	\$0	\$842.00	\$0	\$842.00	1	Per each Participating Entity

4. Year 3 of Initial Contract Term (October 2004 to September 2005)

During this period, the Department will pay the Contractor on a monthly basis \$49,397.00 for the base 10 entities plus \$842.00 for each additional participating entity on line for ongoing maintenance not to exceed \$99,050.00 per month and not to exceed \$1,188,601.00 per year.

5. Optional Renewal Year 1 (October 2005 to September 2006)

During this period, the Department will pay the Contractor on a monthly basis \$49,397.00 for the base 10 entities plus \$842.00 for each additional participating entity on line for ongoing maintenance not to exceed \$99,050.00 per month and not to exceed \$1,188,601.00 per year.

6. Optional Renewal Year 2 (October 2006 to September 2007)

The Department will pay the Contractor on a monthly basis \$49,397.00 for the base 10 entities plus \$842.00 for each additional participating entity on line for ongoing maintenance not to exceed \$99,050.00 per month and not to exceed \$1,188,601.00 per year.

** For the purposes of Section III, Compensation, Maintenance is defined as all services provided under Scope of Work, Section II, D, System Support, Operations and Maintenance.

B. Submission of Invoice(s)

The Contractor agrees to submit a single invoice on a monthly basis for compensation for services as described in Section II, Scope of Work, in detail sufficient for a proper preaudit and postaudit thereof. Invoices should delineate cost breakdowns by specific participating entities and total costs billed monthly. The Contractor shall submit invoices pertaining to this Contract to:

Mark Lazarus
Victim Assistance Administrator
Department of Corrections
2601 Blair Stone Road, Room B-540
Tallahassee, Florida 32399-2500
(850) 488-9166

C. Official Payee

The name and address of the official payee to whom payment shall be made is as follows:

Appriss Inc.
P.O. Box 632539
Cincinnati, OH 45263-2539
(502) 815-3898
(502) 561-1825 (FAX)

D. Travel Expenses

The Department shall not be responsible for the payment of any travel expense for the Contractor which occurs as a result of this Contract.

E. Contractor's Expenses

The Contractor shall pay for all licenses, permits, and inspection fees or similar charges required for this Contract, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work to be performed under this Contract.

F. Annual Appropriation

The State of Florida's and the Department's performances and obligations to pay for services under this Contract are contingent upon an annual appropriation by the Legislature. The costs of services paid under any other Contract or from any other source are not eligible for reimbursement under this Contract.

G. Tax Exemption

The Department agrees to pay for contracted services according to the conditions of this Contract. The State of Florida does not pay federal excise taxes and sales tax on direct purchases of services.

H. Timeframes for Payment and Interest Penalties

Contractors providing goods and services to the Department should be aware of the following time frames:

1. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services and associated invoice, unless the ITB or RFP specifications, or this Contract specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Banking and Finance. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.
2. If a payment is not available within forty (40) days, a separate interest penalty, as specified in Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. The interest penalty provision applies after a thirty-five (35) day time period to health care Contractors, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices, which have to be returned to a Contractor because of Contractor preparation errors, may cause a delay of the payment. The invoice payment requirements do not start until the Department receives a properly completed invoice.

I. Final Invoice

The Contractor shall submit the final invoice for payment to the Department no more than forty-five (45) days after acceptance of the final deliverable by the Department or the end date of this

Contract, whichever occurs last. If the Contractor fails to do so, all right to payment is forfeited, and the Department will not honor any request submitted after aforesaid time period. Any payment due under the terms of the Contract may be withheld until all applicable deliverables and invoices have been accepted and approved by the Department.

J. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the State Comptroller's Toll Free Hotline.

IV. **CONTRACT MANAGEMENT**

A. Department's Contract Manager

The Contract Manager for this Contract will be:

Mark Lazarus
Victim Assistance Administrator
Department of Corrections
2601 Blair Stone Road, Room B-540
Tallahassee, Florida 32399-2500
(850) 488-9166
Lazarus.Mark@mail.dc.state.fl.us

The Contract Manager will perform the following functions:

1. serve as the liaison between the Department and the Contractor;
2. verify receipt of deliverables from the Contractor;
3. monitor the Contractor's progress;
4. evaluate the Contractor's performance;
5. direct the Contract Administrator to process all amendments, renewals and terminations of this Contract;
6. review, verify, and approve invoices from the Contractor; and
7. evaluate Contractor performance upon completion of the overall Contract. This evaluation will be placed on file and will be considered if the Contract is subsequently used as a reference in future procurements.

B. Department's Contract Administrator

The Contract Administrator for this Contract will be:

Lisa M. Bassett, Chief
Bureau of Purchasing
Department of Corrections

2601 Blair Stone Road
Tallahassee, Florida 32399-2500
(850) 488-6671 (telephone)
(850) 922-5330 (facsimile number)
bassett.lisa@mail.dc.state.fl.us

The Contract Administrator will perform the following functions:

1. maintain the official Contract file;
2. process all Contract amendments, renewals, and termination of the Contract; and
3. maintain the official records of all correspondence between the Department and the Contractor.

C. Contractor's Representative

The name, title, address, and telephone number of the Contractor's representative responsible for administration and performance under this Contract is:

Jim Buchheit, Account Manager
Appriss, Inc.
10401 Linn Station Road, Suite 200
Louisville, Kentucky 40223-3842
(502) 815-3943
(502) 561-1825 (FAX)

After the Service is in Production:

Angela Hacker, Customer Account Representative
Appriss, Inc.
10401 Linn Station Road, Suite 200
Louisville, Kentucky 40223-3942
(502) 561-8463
(502) 561-1825 (FAX)

D. Contract Management Changes

After execution of this Contract, any changes in the information contained in Section IV., Contract Management, will be provided to the other party in writing and a copy of the written notification shall be maintained in the official Contract record.

V. **CONTRACT MODIFICATION**

Modifications to the provisions of this Contract, with the exception of Section IV., Contract Management, shall be valid only through execution of a formal Contract amendment.

VI. **TERMINATION**

A. Termination at Will

This Contract may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

B. Termination Because of Lack of Funds

In the event funds to finance this Contract become unavailable, the Department may terminate the Contract upon no less than twenty-four (24) hours' notice in writing to the Contractor. Notice shall be delivered by certified mail (return receipt requested), facsimile, by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. The Department shall be the final authority as to the availability of funds.

C. Termination for Cause

If a breach of this Contract occurs by the Contractor, the Department may, by written notice to the Contractor, terminate this Contract upon twenty-four (24) hours' notice. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. If applicable, the Department may employ the default provisions in Chapter 60A-1, Florida Administrative Code. The provisions herein do not limit the Department's right to remedies at law or to damages.

D. Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act, shall be grounds for unilateral cancellation of this Contract.

VII. CONDITIONS

A. Records

1. Public Records Law

The Contractor agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with this Contract. The Contractor's refusal to comply with this provision shall constitute sufficient cause for termination of this Contract.

2. Audit Records

a. The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this Contract, and agrees to provide a financial and compliance audit to the Department or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor.

- b. The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to this Contract.

3. Retention of Records

The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Contract for a period of seven (7) years. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of this Contract. Copies of all records and documents shall be made available for the Department upon request. All invoices and documentation must be clear and legible for audit purposes. All documents must be retained by the Contractor at the address listed in Section IV., C., Contractor's Representative or the address listed in Section III., C., Official Payee, for the duration of this Contract. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. All documents must be retained by the Contractor at the Contractor's primary place of business for a period of seven (7) years following termination of the Contract, or, if an audit has been initiated and audit findings have not been resolved at the end of seven (7) years, the records shall be retained until resolution of the audit findings. The Contractor shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall advise the Department of the location of all records pertaining to this Contract and shall notify the Department by certified mail within ten (10) days if/when the records are moved to a new location.

B. Prison Rehabilitative Industries and Diversified Enterprises, Inc. ("PRIDE")

The Contractor agrees that any articles which are the subject of, or are required to carry out this Contract, shall be purchased from PRIDE, identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Subsections 946.515(2) and (4), Florida Statutes. The Contractor shall be deemed to be substituted for the Department in dealing with PRIDE, for the purposes of this Contract. This clause is not applicable to subcontractors, unless otherwise required by law. Available products, pricing, and delivery schedules may be obtained by contacting PRIDE.

C. Procurement of Materials with Recycled Content

It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out, this Contract shall be procured in accordance with the provisions of Section 403.7065 and Section 287.045, Florida Statutes.

D. Sponsorship

If the Contractor is a nongovernmental organization which sponsors a program financed partially by state funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by Appriss, Inc. and the State of Florida, Department of Corrections." If the sponsorship reference is in written material, the words "State of Florida, Department of Corrections" shall appear in the same size letters or type as the name of the organization.

E. Employment of Department Personnel

The Contractor shall not knowingly engage in this project, on a full-time, part-time, or other basis during the period of this Contract, any current or former employee of the Department where such employment conflicts with Section 112.3185, Florida Statutes.

F. Non-Discrimination

No person, on the grounds of race, creed, color, national origin, age, gender, marital status or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of this Contract.

G. Americans with Disabilities Act

The Contractor shall comply with the Americans with Disabilities Act. In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts.

H. Indemnification

NOTE: This section is not applicable to contracts executed between state agencies or subdivisions, as defined in Section 768.28, Florida Statutes.

The Contractor shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Department, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of this Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

I. Contractor's Insurance

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Contract. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the Department under this Contract. Upon the execution of this Contract, the Contractor shall furnish the Contract Manager written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

If the Contractor is a state agency or subdivision as defined in Section 768.28, Florida Statutes, the Contractor shall furnish the Department, upon request, written verification of liability protection in accordance with Section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, Florida Statutes.

J. Independent Contractor Status

The Contractor shall be considered an independent Contractor in the performance of its duties and responsibilities under this Contract. The Department shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing in this Contract is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

K. Disputes

Any dispute concerning performance of this Contract shall be resolved informally by the Contract Manager. Any dispute that can not be resolved informally shall be reduced to writing and delivered to the Department's Public Affairs Director. The Public Affairs Director shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor, the Contract Manager and the Contract Administrator.

L. Copyrights, Right to Data, Patents and Royalties

Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State for the exclusive use and benefit of the state. Pursuant to Section 286.021, Florida Statutes, no person, firm or corporation, including parties to this Contract, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Department of State.

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor under this Contract. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the State of Florida, Department of State, with the exception of data processing software developed by the Department pursuant to Section 119.083, Florida Statutes, and may not be copied or removed by any employee of the Contractor without express written permission of the Department.

The Contractor, without exception, shall indemnify and save harmless the Department and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the Department the right to continue use of, replace, or modify the article to render it noninfringing. (If none of the alternatives are reasonably available, the Department agrees to

return the article to the Contractor upon its request and receive reimbursement, fees and costs, if any, as may be determined by a court of competent jurisdiction.) If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

M. Subcontracts

The Contractor is fully responsible for all work performed under this Contract. The Contractor may, upon receiving written consent from the Department's Contract Manager, enter into written subcontract(s) for performance of certain of its functions under the Contract. No subcontract, which the Contractor enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All payments to subcontractors shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, Florida Statutes. It is understood and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under this Contract. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

N. Assignment

The Contractor shall not assign its responsibilities or interests under this Contract to another party without prior written approval of the Department's Contract Manager. The Department shall, at all times, be entitled to assign or transfer its rights, duties and obligations under this Contract to another governmental agency of the State of Florida upon giving written notice to the Contractor.

O. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

P. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Contract can still be determined and effectuated.

Q. Use of Funds for Lobbying Prohibited

The Contractor agrees to comply with the provisions of Section 216.347, Florida Statutes, which prohibits the expenditure of state funds for the purposes of lobbying the Legislature, the Judicial branch, or a state agency.

R. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Department employee. Only those communications that are in writing from the Department's staff identified in Section IV., Contract Management, of this Contract shall be considered a duly authorized expression on behalf of the Department. Only communications from the Contractor's representative identified in Section IV., C., which are in writing and signed, will be recognized by the Department as duly authorized expressions on behalf of the Contractor.

S. Conflict of Interest

The Contractor shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Contractor. No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

The Contractor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this Contract.

T. State Licensing Requirements

All entities defined under Chapters 607, 617 or 620, Florida Statutes, seeking to do business with the Department shall be on file and in good standing with the Florida Department of State.

U. Public Entity Crimes Information Statement

A person or affiliate who has been placed on the Convicted Contractor List following a conviction for a public entity crime may not submit a bid or proposal to provide any goods or services to a public entity, may not submit a bid or proposal to a public entity for the construction or repair of a public building or public work, may not submit bids or proposals for leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Contractor List.

V. Discriminatory Vendors List

An entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid or proposal to provide goods or services to a public entity, may not submit a bid or proposal with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not perform work as a Contractor, supplier, subcontractor or consultant under contract with any public entity and may not transact business with any public entity.

W. Governing Law and Venue

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

X. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

Y. Limitation of Remedies

The Contractor's entire liability and the Department's exclusive remedy shall be as follows:

1. In all situations involving performance or non-performance of machines or programming (other than licensed programs) furnished under this Contract, the Department's remedy is (a) the adjustment or repair of the machine or replacement of its parts by the Contractor, or at the Contractor's option, replacement of the machine or correction of programming errors, or (b) if, after repeated efforts, the Contractor is unable to install the machine or a replacement machine, model upgrade or feature in good working order, or to restore it to good working order, or to make programming operate, all as warranted, the Department shall be entitled to recover actual damages to the limits set forth in this section. For any other claim concerning performance or non-performance by the Contractor pursuant to, or in any other way related to the subject matter of, this Contract, or any order under this Contract, the Department shall be entitled to recover actual damages to the limits set forth in this section.
2. (If this Contract is for purchase of machines, then the following shall apply.) The Contractor's entire liability for damages to the Department for any cause whatsoever, and regardless of form of action, whether in Contract or in tort including negligence, shall be limited to the greater of \$100,000 or the appropriate price stated herein for the specific machines that caused the damages or that are the subject matter of or are directly related to the cause of action. The foregoing limitation of liability will not apply to (a) the payment of cost and damage awards referred to in "Patents and Royalties", or to (b) claims for procurement costs or the cost of cover pursuant to Division of Purchasing Rule 60A-1.006, Florida Administrative Code, entitled "Default", or to (c) claims for personal injury or damage to real or tangible personal property caused by the Contractor's negligence or tortious conduct.
3. (If this Contract is for purchase of hardware maintenance services, then the following shall apply.) The Contractor's entire liability and the Department's exclusive remedy for damages to the Department for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort including negligence, shall be limited to actual damages up to the greater of \$100,000 or an amount equal to 12 months' maintenance charges for the specific machines under this Contract that caused the damages or that are the subject matter of, or are directly related to, the cause of action. Such maintenance

charges will be those in effect for the specific machines when the cause of action arose. The foregoing limitation of liability will not apply to (a) the payment of cost and damage awards referred to in "Patents and Royalties" or to (b) claims for procurement costs or costs to cover pursuant to Division of Purchasing Rule 60A-1.006, Florida Administrative Code, entitled "Default", or to (c) claims by the Department for personal injury or damage to real property or tangible personal property caused by the Contractor's negligence or tortious conduct.

4. (If this Contract is for purchase of software maintenance services, then the following shall apply.) The Contractor's entire liability and the Department's exclusive remedy for damages to the Department for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort including negligence, shall be limited to actual damages up to the greater of \$100,000 or an amount equal to 12 months' maintenance charges for the specific software product under this Contract that caused the damages or that are the subject matter of, or are directly related to, the cause of action. Such maintenance charges will be those in effect for the specific software product when the cause of action arose. The foregoing limitation of liability will not apply to (a) the payment of cost and damage awards referred to in "Patents and Royalties," or to (b) claims for procurement costs or the cost of cover pursuant to Division of Purchasing Rule 601A-1.006, Florida Administrative Code, entitled "Default", or to (c) claims by the Department for personal injury or damage to real property or tangible personal property caused by the Contractor's negligence or tortious conduct.
5. (If this Contract is for the acquisition of licensed programs, including personal computer licensed programs, then the following shall apply.) The Contractor's entire liability and the Department's exclusive remedy shall be as follows: In all situations involving performance or non-performance of licensed programs furnished under this Contract, the Department's remedy is (1) the correction by the Contractor of licensed program defects, or (2) if, after repeated efforts, the Contractor is unable to make the licensed program operate as warranted, the Department shall be entitled to recover actual damages to the limits set forth in this section. For any other claim concerning performance or non-performance by the Contractor pursuant to, or in any way related to, the subject matter of this Contract, the Department shall be entitled to recover actual damages to the limits set forth in this section. The Contractor's liability for damages to the Department for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort including negligence, shall be limited to the greater of \$100,000 or the one-time charges paid for, or any monthly license or initial license charges which would be due for 12 months' use of the licensed program that caused the damages or that is the subject matter of, or is directly related to, the cause of action and shall include any initial or process charges paid to the Contractor. This limitation of liability will not apply to (a) the payment of cost and damage awards referred to in "Patents and Royalties" or to (b) claims for procurement costs or the cost of cover pursuant to Division of Purchasing Rule 60A-1.006, Florida Administrative Code, entitled "Default", or to (c) claims for personal injury or damage to real or tangible personal property caused by the Contractor's negligence or tortious conduct.
6. The Contractor shall hold and save the Department harmless from any and all suits and judgments against the Department for personal injury or damage to real or tangible personal property caused by the Contractor's tortious conduct in the performance of this Contract provided that (a) the Department promptly notifies the Contractor in writing of

any claim, and (b) the Contractor shall be given the opportunity, at its option, to participate and associate with the Department in the control, defense and trial of any claims and any related settlement negotiations and, provided further, that with respect to any claim, or portion thereof, for which the Contractor agrees at the initiation of such claim that the Contractor shall save and hold the Department harmless, the Contractor shall have the sole control of the defense, trial and any related settlement negotiations, and (c) the Department fully cooperates with the Contractor in the defense of any claim.

- 7. In no event, however, will the Contractor be liable for (a) any damages caused by the Department's responsibilities, or for (b) any lost profits or other consequential damages, even if the Contractor has been advised of the possibility of such damage, or for (c) any claim against the Department by any other party, except as provided in the hold harmless provision of the preceding paragraph of this Special Condition and except as provided in the paragraph entitled "Patents and Royalties", or for (d) any damages caused by performance or non-performance of machines or programming located outside the United States or Puerto Rico.

Z. Convicted Felons Certification

No personnel assigned to this Contract may be a convicted felon or have relatives either confined by or under supervision of the Department.

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract, the Department of Corrections RFP #01-DC-7407 and the Contractors Proposal submitted in response to the RFP, contain all the terms and conditions agreed upon by the parties. In the event of any conflict in language among these documents, the Department's Contract will govern.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:
APPRISS, INC.

STATE OF FLORIDA
DEPARTMENT OF CORRECTIONS

SIGNED
BY: _____

SIGNED
BY: _____

NAME: _____

NAME: Michael W. Moore

TITLE: _____

TITLE: Secretary
Department of Corrections

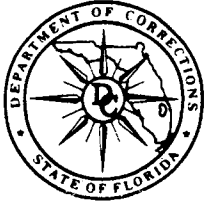
DATE: _____

DATE: _____

FEID #: _____

APPROVED AS TO FORM AND
LEGALITY SUBJECT TO
EXECUTION BY THE PARTIES

Louis A. Vargas
General Counsel
Department of Corrections



FLORIDA
DEPARTMENT of
CORRECTIONS

#C981

Governor
JEB BUSH
Secretary
JAMES V. CROSBY, JR.

An Equal Opportunity Employer

2601 Blair Stone Road • Tallahassee, FL 32399-2500

<http://www.dc.state.fl.us>

July 23, 2004

Chris Holley, County Manager
Okaloosa County Department of Corrections
1200 James Lee Blvd. East
Crestview, FL 32539

Re: VINE Memorandum of Understanding - Date Correction

Dear Mr. Holley:

During a recent review of the VINE Service Agreement form which was signed by Okaloosa County on July 23, 2003, it was discovered that the date of the contract between DOC and APPRISS (the service provider) which is referenced in Paragraph 1. TERM, was incorrect. The actual date of that agreement is October 1, 2002. In order to avoid amending every Service Agreement the Department is asking that Okaloosa County please acknowledge this correction by signing this letter and returning it to the Department. This does not change the substantive terms of the MOU between the Department and Okaloosa County.

Should you have any questions, please contact me.

Sincerely,

Mark A. Lazarus
Correctional Programs Administrator

Acknowledgment of Date Correction
PAUL A. LAWSON

Name of Representative - PRINT
OPERATIONS OFFICER

Title
7/30/04

Date



Department of Corrections

State of Florida

August 9, 2005

To: John Christopher, Purchasing

From: Paul Lawson, Corrections

Re: VINE Memorandum of Understanding

Please find attached a copy of a Contract Amendment Between the (Florida) Department of Corrections and Appriss, Inc. valid through September 30, 2006.

Okaloosa County's agreement with the Florida Department of Corrections concerning VINE is "co-terminus with the October 1, 2002 VINE Service Agreement between the (Florida) Department of Corrections and the service provider (Appriss)." With the renewal of their agreement I would opine that our agreement with Florida Department of Corrections would remain effective until September 2006 without further action by either party.

Please let me know if you think we need to do anything more on this project.

Victim Assistance Program
Phone: 850-488-9166
Toll free: 1-877-884-2846
Fax: 850-487-7092

Florida Department of
Corrections
James V. Crosby, Jr.
Secretary

Fax

To: Capt. Stanley **From:** Mark A. Lazarus

Fax: 850-689-5692-5699 **Pages:** 3, including cover

Phone: 850-413-9354 **Date:** 8/8/05

Re: VINE Contract **CC:**

Urgent For Review Please Comment Please Reply Please Recycle

• **Comments:**

Attached please find the Department of Corrections renewal of the Appriss contract for the VINE service. Please feel free to contact me if you have any questions or concerns.

Mark A. Lazarus, MSW, Administrator
Victim Assistance Program
Florida Department of Corrections
2601 Blair Stone Road
Tallahassee, FL 32399-2500
Phone: 850-413-9354
Fax: 850-487-7092
Toll-Free: 1-877-8-VICTIM (1-877-884-2846)
VINE Line: 1-877-VINE-4-FL (1-877-846-3435)

MEMORANDUM OF AGREEMENT
VICTIM NOTIFICATION SERVICE NETWORK
BY AND BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS
AND
OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

PARTIES TO THIS MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is between the Okaloosa County Sheriff's Office (hereinafter referred to as "Participating Entity") and the Florida Department of Corrections ("Department"), which are parties hereto.

WITNESSETH

WHEREAS, the Florida Legislature, in the 2007 Legislative Session required the Department to continue the statewide victim notification and information service in an effort to provide automated offender information and notification to all victims of crime when an offender is released or escapes;

WHEREAS, the Department entered into Contract #C2427 with APPRISS, INC. ("Service Provider") effective October 1, 2007 pursuant to Single Source #SS-06-DC-042 authorized in accordance with Section 287.057(5)(c), Florida Statutes, to develop, implement and support a statewide victim notification and information service (hereinafter referred to as the "Service"). This service is available to victims of crime and the general public, twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year;

WHEREAS, the Participating Entity is a member of the State of Florida Criminal Justice System and, as such, desires to participate in the Service; and

WHEREAS, this Memorandum of Agreement is entered into to establish the respective roles and responsibilities of Participating Entity with the Department in the Service.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions set forth below, the parties agree as follows:

I. TERM OF AGREEMENT

This Memorandum of Agreement shall begin on the date of last signature by the parties and shall be co-terminus with the October 1, 2007 Contract, #C2427, between the Department and the Service Provider unless terminated earlier under the provisions of this Memorandum of Agreement.

II. EFFECT OF OTHER AGREEMENTS

Contract #C2427 is incorporated herein as if fully stated and all terms and conditions thereof where applicable, shall apply to this Memorandum of Agreement.

CONTRACT: VINE NOTIFICATION
SYSTEM
CONTRACT NO.: C03-0981-C06-43
FL DEPT OF CORRECTIONS/APPRISS
EXPIRES: 9/30/2008

III. LICENSE FEES

- A. Pursuant to the authority granted to the Department in Contract #C2427, the Contractor shall grant a non-exclusive, non-transferable license to the Department which will grant permission to Participating Entity to use VINEWATCH software for the duration of this Agreement. The Participating Entity's participation shall be governed by the terms of Contract #C2427.
- B. The Participating Entity understands and agrees that license fees payable to the Service Provider for services rendered to the Department and Participating Entity are under Contract #C2427. The fees consist of start-up costs, if applicable, for a Participating Entity, and annual maintenance fees. The fees will be paid by the Department from the effective date of this Memorandum of Agreement through the date of expiration of the term of this Memorandum of Agreement as described in Section I herein, or as specified in Section III., C.
- C. The Department reserves the right to request payment of maintenance fees from the Participating Entity should the Department not receive annual appropriation by the Legislature. As consideration for their continued participation in the Service, the Participating Entity would be responsible for the maintenance fee, or may choose to discontinue the service.

IV. OBLIGATIONS OF PARTICIPATING ENTITY

- A. The Participating Entity shall coordinate with the Service Provider in development, installation, connection, if applicable, and continued support, of the system data interface necessary to extract data required for the system. This includes, but is not limited to, assistance with local network connectivity, physical site access for equipment installation and maintenance, and programming to create data extract files.
- B. The Participating Entity shall be responsible for any additional charges incurred from either internal MIS staff or third party vendors for programming necessary to create extract files from existing automated systems.
- C. If the Participating Entity installs a new, or changes an existing, booking system after the initial interface has been implemented, if applicable, additional programming charges may apply for work required by the Service Provider to program and test the new interface and will be the responsibility of the Participating Entity. These charges are in addition to any charges that may be applied by the Participating Entity's MIS staff or third party vendor responsible for the new booking system.
- D. The Service Provider will install a computer or provide another form of connectivity (hereinafter referred to as "VINE Gateway") at the Participating Entity where it is needed for the interface. The purpose of the VINE Gateway is to obtain offender information from the site and transmit it to the National Operations Center.
 - 1) The VINE Gateway should not be used for any other purposes by the site's staff. Other usage of the computer by staff beyond the indicated purpose may cause loss of data or interfere with data collection. In such cases, the Participating

Entity will be responsible for any anomaly in the data or the interruption in the Service.

- 2) Any damage to a VINE Gateway resulting from Participating Entity usage for purposes other than the VINE interface will void all warranties on the equipment. Replacement and/or repair of equipment as the result of agency staff misuse will be the responsibility of the Participating Entity.

V. AGREEMENT MANAGEMENT

A. Department's Agreement Administrator

The Chief, Bureau of Procurement and Supply, is designated Agreement Administrator for the Department and is responsible for maintaining the official Agreement file, processing any amendments or termination of the Agreement and for maintaining records of all formal correspondence between the Department and the Participating Entity regarding administration of the Agreement.

The name, address and telephone number of the Department's Agreement Administrator is:

Lisa M. Bassett, Chief
Bureau of Procurement and Supply
Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
(850) 488-6671 (telephone)
(850) 922-5330 (facsimile)
bassett.lisa@mail.dc.state.fl.us

B. Agreement Managers

The parties have identified the following individuals as Agreement Managers. These individuals are responsible for enforcing performance of the Agreement terms and conditions and shall serve as Agreement Managers regarding issues arising out of this Memorandum of Agreement.

FOR THE DEPARTMENT
Robert Woody, Chief
Bureau of Community Relations
Florida Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
(850) 922-3868 (telephone)
(850) 487-7092 (facsimile)
woody.robert@mail.dc.state.fl.us

FOR THE PARTICIPATING ENTITY
Larry Caskey
Administrator
1200 E. James Lee Blvd.
Crestview, Florida 32539-3126
(850) 689-5690 (telephone)

VI. REVIEW AND MODIFICATION

- A. Upon request of either party, both parties will review this Agreement annually in order to determine whether its terms and conditions are still appropriate. The parties agree to renegotiate terms and conditions hereof if it is mutually determined that significant changes in this Agreement are necessary. There are no obligations to agree by either party.
- B. Modifications to the provisions of this Agreement, with the exception of Section V, Agreement Management, shall be valid only through execution of a formal written amendment to the Agreement.

VII. TERMINATION

This Agreement may be terminated at any time upon the mutual consent of both parties or unilaterally by either party upon no less than thirty (30) calendar days' notice. Notice shall be delivered by certified mail (return receipt requested).

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

SIGNED BY:

James D. Curry

NAME:

JAMES D. CURRY

TITLE:

COUNTY ADMINISTRATOR

DATE:

9-24-07

DEPARTMENT OF CORRECTIONS

SIGNED BY:

James R. McDonough

NAME:

James R. McDonough

TITLE:

Secretary
Department of Corrections

DATE:

8 Oct 07

SIGNED BY:

Kathleen Von Hoene

NAME:

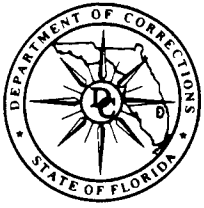
Kathleen Von Hoene

TITLE:

General Counsel
Department of Corrections

DATE:

9-10-07



FLORIDA
DEPARTMENT of
CORRECTIONS

Governor
CHARLIE CRIST

Secretary
JAMES R. McDONOUGH

An Equal Opportunity Employer

2601 Blair Stone Road • Tallahassee, FL 32399-2500

<http://www.dc.state.fl.us>

October 8, 2007

**Larry Caskey, Administrator
1200 E. Janes Lee Blvd.
Crestview, FL 32539-3126**

RE: Memorandum of Agreement #A1374

Dear Larry Caskey:

Enclosed is your fully executed original Agreement #A1374. This Agreement began on October 1, 2007.

As a reminder, please be advised:

- **to include the Memorandum of Agreement #(A1374) on all correspondence;**
- **that changes to the scope of services cannot be made except through a formal Agreement amendment, executed all parties, and issued by this office;**
- **that services may not be provided after the expiration date unless the Agreement has been extended or renewed.**

If there are any questions, please call me at (850) 414-8762.

Sincerely,

**Jeri Bailey
Government Operations Consultant II
Contractual Services
Bureau of Procurement and Supply**

JB/bp

Enclosure

CONTRACT: VINE NOTIFICATION
SYSTEM
CONTRACTNO.: C03-0981-C04-43
FL DEPT OF CORRECTIONS
EXPIRES: 9/30/2006

C2061
Amendment # 1

CONTRACT AMENDMENT BETWEEN
THE DEPARTMENT OF CORRECTIONS
AND
APPRISS, INC.

This is an Amendment to the Contract between the Florida Department of Corrections ("Department") and Appriss, Inc., ("Contractor") to provide statewide automated victim notification service to the Department, The Department of Juvenile Justice and the local Sheriffs/County Jails.

This Amendment:

- revises the end date of the Contract referenced in Section I., A., Contract Term;
- renews the Contract for one (1) year pursuant to Section I., B., Contract Renewal; and
- revises Section IV., B., Department's Contract Administrator, (bureau name).

Original contract period: October 1, 2002 through September 30, 2005

In accordance with Section V., Contract Modifications; the following changes are hereby made:

1. Section I., A., Contract Term, is hereby revised to read:
 - A. This Contract began October 1, 2002 and shall end at midnight on September 30, 2006.
This Contract is in its first renewal year.
2. Section IV., B., Department's Contract Administrator, (bureau name), is hereby revised to read:
 - B. The Contract Administrator for this Contract will be:
Lisa M. Bassett, Chief
Bureau of Procurement and Supply
Florida Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Telephone: (850) 488-6671
Fax: (850) 922-8897
Email: bassett.lisa@mail.dc.state.fl.us

All other terms and conditions of the original Contract remain in full force and effect.

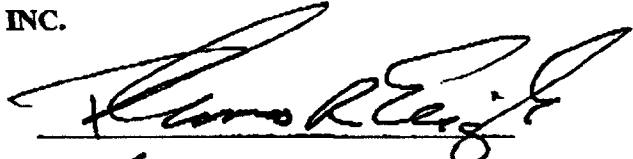
This Amendment shall begin on the date on which it is signed by both parties.

C2061
Amendment # 1

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

**CONTRACTOR:
APPRISS, INC.**

SIGNED
BY:



NAME:

Thomas R. Seigle

TITLE:

vice president


DATE:

July 21, 2005

FEID #:

DEPARTMENT OF CORRECTIONS

SIGNED
BY:



NAME:

James V. Crosby, Jr.

TITLE:

**Secretary
Department of Corrections**

DATE:

8.6.05

SIGNED
BY:



NAME:

Louis A. Vargas

TITLE:

**General Counsel
Department of Corrections**

DATE:

7-1-05

CONTRACT: VINE NOTIFICATION
SYSTEM
CONTRACT NO.: C03-0981-CO2-43
FL DEPT OF CORRECTIONS
EXPIRES: 9/30/2005

VINE MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Corrections ("DOC") and OKALOOSA COUNTY, FLORIDA.

WITNESSETH

WHEREAS the Florida Legislature, in the 2001 Legislative Session required the DOC to release a Request for Proposal (RFP) to implement a statewide victim notification and information service in an effort to provide offender information and notification to all victims of crime when an offender is released or escapes;

WHEREAS the DOC released an RFP, in accordance with established laws of the State of Florida, and rules of the Department of Management Services, and has entered into a contract with APPRISS, INC. ("Service Provider") to provide the VINE service to develop and implement an automated statewide victim notification and information service, to be available to victims of crime, and the general public, 24 hours a day, 7 days a week

WHEREAS, the Local Agency desires to participate in VINE.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions set forth below, the parties agree as follows:

1. TERM

OCTOBER 1, 2002 (PER 7/23/04 LETTER FROM MARY LAZARUS TO CHARIS HOLBY)

This Agreement shall begin on the date on which the last party has signed this Agreement and shall be co-terminus with the ~~August 24, 2002~~ VINE Service Agreement ("VINE Service Agreement") between DOC and the Service Provider unless terminated earlier under the provisions of this Agreement.

2. LOCAL AGENCY AS A SUB-LICENSEE

Pursuant to the authority granted to DOC in the VINE Service Agreement with the Service Provider, DOC hereby grants a non-exclusive, non-transferable sub-license to Local Agency to participate in VINE. Local Agency's participation shall be governed by the terms of the VINE Service Agreement and the terms and conditions stated therein.

3. LICENSE FEES

Local Agency understands and agrees that license fees payable to the Service Provider for services rendered to DOC and Local Agency under the VINE Service Agreement, consisting of start



FLORIDA
DEPARTMENT of
CORRECTIONS

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2601 Blair Stone Road • Tallahassee, FL 32399-2500

#C981
Governor
JEB BUSH
Secretary
JAMES V. CROSBY, JR.

<http://www.dc.state.fl.us>

July 23, 2004

Chris Holley, County Manager
Okaloosa County Department of Corrections
1200 James Lee Blvd. East
Crestview, FL 32539

Re: VINE Memorandum of Understanding - Date Correction

Dear Mr. Holley:

During a recent review of the VINE Service Agreement form which was signed by Okaloosa County on July 23, 2003, it was discovered that the date of the contract between DOC and APPRISS (the service provider) which is referenced in Paragraph 1. TERM, was incorrect. The actual date of that agreement is October 1, 2002. In order to avoid amending every Service Agreement the Department is asking that Okaloosa County please acknowledge this correction by signing this letter and returning it to the Department. This does not change the substantive terms of the MOU between the Department and Okaloosa County.

Should you have any questions, please contact me.

Sincerely,

Mark A. Lazarus
Correctional Programs Administrator

Acknowledgment of Date Correction

PAUL A. LAWSON

Name of Representative - PRINT

OPERATIONS OFFICER

Title

7/30/04

Date

Contract #C2061
Amendment # 2

**CONTRACT AMENDMENT BETWEEN
THE DEPARTMENT OF CORRECTIONS**

AND

APPRISS, INC.

This is an Amendment to the Contract between the Florida Department of Corrections ("Department") and Appriss, Inc. ("Contractor") to provide statewide automated victim notification service to the Department, the Department of Juvenile Justice and the local Sheriffs/County Jails.

This Amendment:

- Revises the end date of the Contract referenced in Section I., A., Contract Term; and
- Renews the Contract for one (1) year pursuant to Section I., B., Contract Renewal.

Original contract period:	October 1, 2002 through September 30, 2005
Amendment #1:	October 1, 2005 through September 30, 2006

In accordance with Section V., Contract Modifications; the following changes are hereby made:

1. Section I., A., Contract Term, is hereby revised to read:

A. This Contract began on October 1, 2002 and shall end at midnight on September 30, 2007.

This Contract is in its final renewal year.

All other terms and conditions of the original Contract and any previous amendments remain in full force and effect.

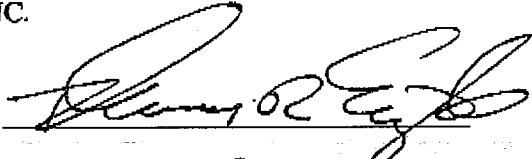
This Amendment shall begin on the date on which it is signed by both parties.

**CONTRACT: VINE NOTIFICATION
SYSTEM
CONTRACTNO.: C03-0981-C05-43
FL DEPT OF CORRECTIONS
EXPIRES: 9/30/2007**

Contract #C2061
Amendment # 2

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

CONTRACTOR:
APPRISS, INC.

SIGNED BY: 

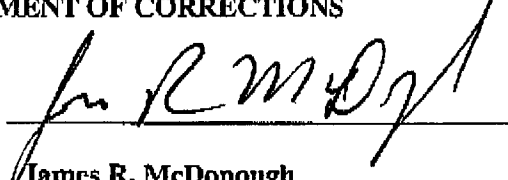
NAME: Thomas R. Seagle

TITLE: Vice President Government Sales

DATE: 5-10-06

FEID #: 601-1371324

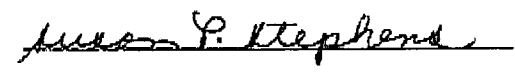
DEPARTMENT OF CORRECTIONS

SIGNED BY: 

NAME: James R. McDonough

TITLE: Secretary
Department of Corrections

DATE: 26 May 06


SIGNED BY: 

NAME: Rosa Carson

TITLE: General Counsel
Department of Corrections

DATE: 5-2-06

APPROVED OKALOOSA COUNTY:

 9/6/06
RICHARD BRANNON DATE:
PURCHASING DIRECTOR

Victim Assistance Program
Phone: 850-488-9166
Toll free: 1-877-884-2846
Fax: 850-487-7092

**Florida Department of
Corrections
James McDonough
Secretary**

Fax

To: Capt. Stanley	From: Mark A. Lazarus
Fax: 850-689-5699	Pages: , including cover
Phone:	Date: August 29, 2006
Re: VINE Contract Extension	CC:

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

● **Comments:**

Per your request.

Mark A. Lazarus, MSW, Administrator
Victim Assistance Program
Florida Department of Corrections
2601 Blair Stone Road
Tallahassee, FL 32399-2500
Phone: 850-413-9354
Fax: 850-487-7092
Toll-Free: 1-877-8-VICTIM (1-877-884-2846)
VINE Line: 1-877-VINE-4-FL (1-877-846-3435)




Department of Corrections

State of Florida

August 29, 2006

To: John Christopher

From: Mary Stanley, Corrections 

Re: Vine Memorandum

Please find attached a copy of a Contract Amendment between the Florida Department of Corrections and Appriss, Inc. valid through September 30, 2007.

Okaloosa County's agreement with the Florida Department of Corrections concerning VINE is "Co-Terminus with the October 1, 2002 Service Agreement between the Florida Department of Corrections and the service provider (Appriss)." With the renewal of their agreement the Okaloosa County Department of Corrections should remain in agreement with the Florida Department of Corrections until September 30, 2007.


8/29/06

1200 James Lee Boulevard, East, Crestview, FL 32539-3114
(850) 689-5690/Fax (850) 689-5092

John Christopher

From: Paul Lawson
Sent: Thursday, July 27, 2006 9:26 AM
To: Mary Stanley
Cc: John Christopher
Subject: FW: FY 2007 Contract Renewal

Mary:

Please contact your contacts at DOC, VINE, APRISS etc. to get whatever is needed to renew this agreement. John Christopher, County Purchasing, (689-5960) can answer any questions you may have.

How is the VINE system working our? Any feedback from anyone?

Paul

From: John Christopher
Sent: Wednesday, July 26, 2006 11:45 AM
To: Larry Caskey
Cc: Paul Lawson
Subject: FY 2007 Contract Renewal

FL DEPT OF CORRECTIONS/Vine Notification

Mr. Caskey:

Reminder...subject contract expires 9/30/2006. Contract as written allows for one (1) more annual renewal between DOC and Okaloosa County. This is a contract that you all would pursue renewal.

V/R
John

Copy to: File #981

John Christopher

From: John Christopher
Sent: Wednesday, July 26, 2006 11:45 AM
To: Larry Caskey
Cc: Paul Lawson
Subject: FY 2007 Contract Renewal

FL DEPT OF CORRECTIONS/Vine Notification

Mr. Caskey:

Reminder...subject contract expires 9/30/2006. Contract as written allows for one (1) more annual renewal between DOC and Okaloosa County. This is a contract that you all would pursue renewal.

V/R
John

Copy to: File #981

7/26/2006

CONTRACT BETWEEN

THE DEPARTMENT OF CORRECTIONS

AND

APPRISS, INC

This Contract is between the Florida Department of Corrections ("Department") and Appriss, Inc., ("Contractor") which are the parties hereto.

WITNESSETH

Whereas, the Department has supervisory and protective care, custody, and control of the inmates, buildings, grounds, property, and all other matters pertaining to facilities and programs for the imprisonment, correction, and rehabilitation of adult offenders in accordance with Section 945.025, Florida Statutes;

Whereas, it is necessary that budget resources be allocated effectively;

Whereas, this Contract is entered into pursuant to Single Source# SS-06-DC-042 authorized pursuant to Section 287.057 (5)(c), Florida Statutes; and

Whereas, the Contractor is a qualified and willing participant with the Department to provide a statewide automated victim notification service (hereinafter referred to as "Service") to the Department, the Department of Juvenile Justice and the local Sheriffs/County Jails (hereinafter referred to as "participating entities").

Therefore, in consideration of the mutual benefits to be derived hereby, the Department and the Contractor do hereby agree as follows:

I. CONTRACT TERM AND RENEWAL

A. Contract Term

This Contract shall begin on October 1, 2007, or the date on which it is signed by both parties, whichever is later, and shall end at midnight on September 30, 2012. In the event this Contract is signed by the parties on different dates, the latter date shall control.

B. Contract Renewal

This Contract may not be renewed.

II. SCOPE OF SERVICE

A. Services to be Provided

The Contractor shall provide statewide automated victim notification service (hereinafter referred to as "Service") to the Department, the Department of Juvenile Justice and Local Sheriff/County Jails (hereinafter referred to "participating entities"). The Service shall integrate offender data and victim information maintained by the Department, and

participating entities, to the contractor-provided call center, through computers and telephone lines. This information shall be accessed by victims and the general public through a contractor-provided toll-free telephone number to provide the current status on offenders.

B. Rules and Regulations

1. The Contractor shall provide all services in accordance with all applicable federal and state laws, rules and regulations, and Department of Corrections' rules and procedures. All such laws, rules and regulations, current and/or as revised, are incorporated herein by reference and made a part of this Contract. The Contractor and the Department shall work cooperatively to ensure service delivery in complete compliance with all such rules and regulations.
2. The Contractor shall ensure that all Contractor's staff providing services under this Contract complies with prevailing ethical and professional standards, and the statutes, rules, procedures and regulations mentioned above.
3. Should any of the above laws, standards, rules or regulations, Department procedures, or directives change during the course of this Contract term, the updated version will take precedence.
4. The Contractor shall pay for all costs associated with local, state, and federal licenses, permits and inspection fees required to provide services. All required permits and licenses shall be current, maintained on site and a copy submitted to the Contract Manager or designee upon request.

C. Communications

Contract communications will be in three (3) forms: routine, informal and formal. For the purposes of this Contract, the following definitions shall apply:

- Routine: All normal written communications generated by either party relating to service delivery. Routine communications must be acknowledged or answered within thirty (30) calendar days of receipt.
- Informal: Special written communications deemed necessary based upon either contract compliance or quality of service issues. Must be acknowledged or responded to within fifteen (15) calendar days of receipt.
- Formal: Same as informal but more limited in nature and usually reserved for significant issues such as Breach of Contract, failure to provide satisfactory performance, imposition of liquidated damage, or contract termination. Formal communications shall also include requests for changes in the scope of the Contract and billing adjustments. Must be acknowledged upon receipt and responded to within seven (7) days of receipt.

The Contractor shall respond to Informal and Formal communications by facsimile or email, with follow-up by hard copy mail.

A date/numbering system shall be utilized for tracking of formal and informal communications.

The only personnel authorized to use formal contract communications are the Department's Contract Manager, Contract Administrator, and the Contractor's CEO or Project Manager. Designees or other persons authorized to utilize formal contract communications must be agreed upon by both parties and identified in writing within ten (10) days of execution of the Contract. Notification of any subsequent changes must be provided in writing prior to issuance of any formal communication from the changed designee or authorized representative.

In addition to the personnel named under Formal Contract Communications, personnel authorized to use Informal Contract Communications include any other persons so designated in writing by the parties.

In addition to the Contract communications noted in Section II., C., in this Contract, if there is an urgent administrative problem the Department shall make contact with the Contractor and the Contractor shall orally respond to the Contract Manager within two (2) hours. If a non-urgent administrative problem occurs, the Department will make contact with the Contractor and the Contractor shall orally respond to the Contract Manager within forty eight (48) hours. The Contractor or Contractor's designee at each institution shall respond to inquiries from the Department by providing all information or records that the Department deems necessary to respond to inquiries, complaints or grievances from or about inmates within three (3) working days of receipt of the request.

D. Contractor's Responsibilities

1. Service Implementation

Service implementation for the remaining participating entities shall be based on their cooperation, and could vary over the term the Contract. If the remaining participating entities delay the implementation, the Contractor shall not increase installation costs.

2. Service Implementation, and System Support

a. Project Team

The Contractor shall assign a project team to assist in the planning, development, introduction and implementation of the statewide service for the Department and participating entities

- 1) **Account Executive:** Acts as the primary account contact for the remaining participating entities for any issues relating to the Contract or service issues that arise prior to the service being turned over to the Customer Account Representative.
- 2) **Project Manager:** Coordinates and manages implementation for the remaining participating entities.
- 3) **Account Manager:** Manages all Contract and service communications after the service is turned over to the production environment. Also assists with the

development of promotional materials such as brochures, victim cards, posters, television and radio Public Service Announcements (PSA's). This person will also coordinate training programs, media coverage, and press announcements.

- 4) **Technical Support Specialist:** Resolves technical problems that have been reported to the Appriss Operations Center once the project has been turned over in the production environment.

b. System Specification Documents

1. The Contractor shall maintain the statewide specification documents which provide the functional and technical details of the system and shall provide a copy to the Contract Manager, upon request.
2. The Contractor shall work with the Department's Contract Manager and information system contact and participating entity staff to refine all preliminary documentation to the statewide specification documents for the remaining participating entities.
3. The Contractor shall maintain a detailed Functional Specifications Document, including but not limited to, the features and functionality of the system such as, but not limited to:
 - a. the data needed;
 - b. how the system integrates into daily operations for each type of entity;
 - c. what the system provides to victims and other interested parties;
 - d. how the system expands the existing service provided to the Department;
 - e. how problems are identified and resolved;
 - f. a functional problem escalation process; and
 - g. change management process.
4. The Contractor shall maintain a detailed System Specifications Document, that shall include, but not limited to:
 - a. equipment (e.g., Interface PC's and cables)
 - b. systems/data interface;
 - c. specific data requirements;
 - d. hardware and software;
 - e. Service implementation plan for the remaining participating entities, which includes, but not limited to:
 - 1) a preliminary implementation schedule;
 - 2) implementation tasks;
 - 3) deliverables;
 - 4) performance standards;
 - 5) preliminary test plans;
 - 6) staffing;
 - 7) a problem identification and resolution process;
 - 8) technical problem escalation process; and
 - 9) a change management process.

5. Should any changes to any of the Specifications Documents be required, the Contractor shall obtain prior written approval from the Department's Contract Manager and ensure the applicable change management processes governing changes to production information systems are satisfied. All changes must be thoroughly tested and accepted prior to their implementation and the Specifications Document must be updated and approved.
 6. The Contractor shall warrant that the system will perform according to the Specifications Documents. If the system does not perform according to the Specifications Documents and there have been no substantive functional or operational changes requested, then the Contractor must correct the deficiencies and return the system to operational status as per the Specifications Documents at its own expense.
- c. The Contractor shall provide for restricted access to a secure internet site that will allow the Department and staff from each participating entity to access the following information for monitoring purposes:
1. Call trace by telephone number;
 2. Call trace by offender number and/or name;
 3. Summary of confirmed and unconfirmed call notifications;
 4. Register victims for notification; and
 5. Print notification letters for victims who have registered an address for notification.
3. The Contractor shall develop, provide install, the system/data interface for the remaining participating entities and support the system/data interface for the Department and existing participating entities, as applicable, including but not limited to the following:
- a. Each participating entity's connection will be direct to the Contractor's facilities.
 - b. The Contractor shall provide and install an electronic data transfer and network connection at each of the remaining participating entity that collects the offender data from each participating entity's automated booking/information system.
 - c. The Contractor will be responsible for the maintenance and associated costs of all data transfer and communications equipment including replacement, if needed.
 - d. The Contractor shall maintain the necessary software to collect this information through an electronic data transfer, and transmit it back to the Contractor's call center.
 - e. Each remaining participating entity will assist with the programming, necessary to collect the offender data and pass it to the Contractor.
 - f. Each remaining participating entity will assist in the development of the software interface by providing the necessary access to the participating entity's computer system to collect the required data and place it in a transaction file.

- g. The cost of changes or enhancements to each participating entity's automated system to provide the Contractor with the necessary data for the system interface will be the responsibility of the participating entity.
 - h. The interface PC that is provided to new participating entities and those remaining at existing participating entities shall be owned by the Department.
4. The Contractor shall be responsible for planning, installation and all associated one-time and ongoing costs for all telephone and data lines necessary to provide the interactive automated victim notification service for the remaining participating entities. The Contractor shall also continue to maintain telephone and data lines for the Department, and existing participating entities. This shall, at a minimum, include the following lines.
- a. toll free lines that callers dial into, accessible through dial or touch-tone telephone and Telecommunications Device for the Deaf (TDD);
 - b. lines that notification calls are placed on;
 - c. lines on which data is transferred to the service (including sufficient bandwidth for hosting VINEWatch software and collecting data from each participating entity); and
 - d. Access to the toll free Emergency Override Line, for the purpose of manually overriding certain service functions.
5. The Contractor shall provide the Department and participating entities, the VINEWatch software that allows the registration of victims for written notification letters as follows:
- a. The Contractor shall grant to the Department and participating agencies a non-exclusive license to use the VINEWatch software for the duration of this Contract. This license to use the VINEWatch Software shall not be dependant upon or require the Department or participating agencies to purchase any other product or service, including maintenance or technical services from the Contractor or its successors or assigns other than those specifically referred to herein.
 - b. The software will be accessed from the Contractor's call center via the Internet by Department or participating entity's personnel who have appropriate security clearance and have been provided assigned security codes. The Contractor shall set up an administrative account for each participating entity and the Contractor will be responsible for assigning all participating entities' personnel security codes.
 - c. The software shall provide the Department and all participating entities access to detailed audit reports on all notification calls that the system processes, that includes the following:
 - 1) Print registered victim reports as per the Department and participating entities request.
 - 2) Register, modify or de-register victims for written/telephone notification.
 - 3) Print notification letters for victims pre-registered for mail notification.

- 4) Print usage reports with statistics on number of calls, number of notifications, number of victims and number of offenders.
- d. The software shall allow the Department and all participating entities to perform the following types of functions. NOTE: Any changes to these functions must be completed by the entity responsible for entering the initial information. Print notification audit reports for documentation including but not limited to:
 - 1) Call Trace by Phone Number;
 - 2) Call Trace by Offender Number and/or Name;
 - 3) Summary of Confirmed/Unconfirmed Notifications; and
 - 4) Notification Summary Report.
- e. The software shall allow every contact to a victim to be logged to provide assurance of the systems performance.
6. The Contractor shall provide system functionality testing as follows:
 - a. The Contractor shall provide a final system functionality test plan to be approved by each remaining participating entity prior to system testing.
 - b. The Contractor, in conjunction with each remaining participating entity shall test the system for a minimum of thirty (30) days to assure functionality and performance.
 - c. The Contractor shall be responsible for any necessary enhancements or modifications that arise from the execution of the test plan by the remaining participating entity.
7. The Contractor shall prepare and assist the Department with a complete training, promotion, and public relations campaign designed to ensure that the program effectively reaches crime victims throughout the State of Florida. The Contractor shall create and develop all promotional materials and voice response scripts in English, Spanish, and Haitian Creole for victim registration and in accordance with notification requirements as specified by Sections 944.605 and 960.001, Florida Statutes, for the Department and participating entities.
 - a. The Contractor shall create the following promotional materials used for long-term promotion of the Contractor's service in English, Spanish and Haitian Creole. Materials shall be provided in the stated quantities on an annual basis. The Department reserves the right to increase and/or decrease stated quantities based upon the mission, or needs of the Department as long as the total value is mutually agreed upon by both parties. Changes to the quantity of items may be made in writing by the Contract Manager (e-mail acceptable). The quantities stated below are inclusive of all languages.
 - 1) Victim Brochures (explaining the program, designed to be distributed by law enforcement and other victim service agencies): 5,000 per participating entity, 20,000 each to Department of Corrections and Department of Juvenile Justice.
 - 2) Informational Cards: 10,000 per participating entity, Department of Corrections and Department of Juvenile Justice.

- 3) Victim Access Notification Service Promotion Posters: 200 per participating entity, 500 each to Department of Corrections and Department of Juvenile Justice.
 - 4) Other promotional materials as deemed necessary by the Department.
- b. The Contractor shall assist in introducing the automated victim information and notification service to the public and the media through media releases and conferences. This service includes creation of and distribution of media advisories and Public Service Announcements for TV, radio and newspapers.
 - c. The Contractor shall provide its standard training program modified to address the statewide system and also provide copies of its professional training programs on videotape or DVD, two (2) copies to each participating entity, twenty-five (25) to both the Department of Corrections and the Department of Juvenile Justice. In addition, the Contractor will license the Department to reproduce these videos for its own internal use in unlimited quantities.
 - d. The Contractor shall maintain all user manuals and training materials on-line for access by each participating entity.
 - e. The Contractor shall coordinate and conduct regional training workshops, as needed, for Department and participating entity's in-house staff, law enforcement agencies, and victim service providers at mutually agreeable locations and dates approved by the Department's Contract Manager. The purpose of these workshops will be to assist in introducing and maintaining the public aware of the service statewide.
 - f. The Department and each participating entity shall reserve the right to reproduce any and all documentation, promotional, or training materials.
 - g. No publicity or communication with the public, the media or other outside parties related to the contract or the Department shall be released without prior approval of the Department's Contract Manager. The communications include but are not limited to, notices, letters, information pamphlets, press releases, signs or similar public notices prepared by the Contractor.
8. The Contractor shall provide a centralized call center that meets or exceeds the requirements of this Contract, including but not limited to:
- a. The Contractor's call center shall operate on a twenty-four (24) hour basis a day, seven (7) days a week, three hundred sixty-five (365) days a year.

This will include all equipment, telecommunications, and communication pathways from the call center to the national telephone network, and the building support services such as electrical power, which shall be designed and operated to achieve a ninety-nine percent (99%) level of reliability excluding two (2) hours a week downtime for maintenance purposes. The Contractor's call center is located at Louisville, Kentucky.

- b. The call center shall have an Uninterruptible Power Supply to maintain operations throughout short failures of normal utility power and a backup generator system. The backup generator shall be able to maintain all call center computer operations during long failures of utility power and to power offices and other facilities adequately to keep the Florida statewide project operating.
- c. The call center shall have duplicate telephone trunk lines, independently routed and connected to the national network via two (2) different switching offices to maintain constant services.
- d. The call center shall have duplicate computers with the ability to, at a minimum, permit restoration of data collection and user call services within ten (10) minutes after computer failure to maintain constant services.
- e. The call center shall have duplicate data storage devices with automated fail-over and automatic re-establishment of the duplicate databases upon replacement of the failed storage device to maintain constant services.
- f. The call center shall be equipped with automated fire detection and suppression equipment to maintain constant services.
- g. The Contractor's call center shall be monitored on twenty-four (24) hours a day, seven (7) days a week, and three hundred sixty-five (365) days a year to ensure that any interruption in service is detected and remedied immediately. Notification of any interruption shall be made (e-mail acceptable) to the Contract Manager within sixty (60) minutes of service interruption. The affected participating entity shall be notified of any interruption in service and when service is restored by the Contractor.
- h. The Contractor's call center shall provide live operator assistance to victims and callers using the Service twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.
 - 1) All live operator assistance shall be available in English, Spanish and Haitian Creole languages.
 - 2) A record of each call transferred to the Contractor's operator staff shall be maintained. Callers must be notified of this prior to transferring to the live operator.

10. System Support, Operations and Maintenance

- a. The Contractor shall provide annual operations and support for the Department and all participating entities which meets all requirements outlined in this Contract and further detailed in the Statewide Specification Document.

This shall include service twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year through its National Operations Center in Louisville, Kentucky, and include, but not limited to, maintaining all software, hardware, networks, communications, and supporting all system programming changes, and any necessary licensing requirements.

- b. The Contractor shall provide this service by uploading data from the Department and each participating entity's database into the automated call center in Louisville, Kentucky, through the data interface.
- c. The Contractor's service shall monitor the offender's custody status every fifteen (15) minutes for participating entities, and every thirty (30) minutes for the Department, and automatically begin making notification attempts to the victim as per the parameters established by the Statewide Specification Document.
 - 1) The Service shall provide notification to registered victims, if an offender's status changes (escape, release, transfer or death) at a telephone number of their choice, by an automated written notification by the participating entities to registered victims who provide their mailing address to the Contractor or participating entity or via e-mail to those registered victims who register an e-mail address.
 - 2) Routine notification calls will be placed within an hour, and safety related issues (escape or release) shall make timely notifications at time intervals as agreed upon in the Statewide Specification Document. Calling patterns and intervals for other notification requirements will be determined by the Contractor and the participating entities.
 - 3) The registered victim will enter a valid personal identification number (PIN) to stop the calls when notification is achieved.
- d. The Contractor shall maintain complete support of all interface hardware and software equipment necessary to ensure provision of the Service.
- e. The Contractor shall provide for one hundred percent (100%) redundancy in the call center to avoid any downtime due to hardware or software issues.
- f. The Contractor shall maintain a highly trained and qualified staff to monitor and operate the call center equipment.
- g. The Contractor shall provide the Department and each participating entity a contact number accessible twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five days a year, for the purpose of reporting problems that might be experienced.
- h. The Contractor's contact person shall respond to the contact person at each participating entity with the status or resolution of any problem or malfunction within two (2) hours of notification to the Contractor.
- i. The Contractor shall maintain adequate staff to provide ongoing support of system script and programming changes as requested by the Department.
- j. The Contractor, upon request, shall provide the Contract Manager a written Disaster Recovery Plan that covers power failures, telephone system failures, local equipment failures, and flood or fire at the call center to maintain constant services.

E. Department's Responsibilities

1. The Department will provide the Contractor with access to all applicable Department rules and regulations. The Department will inform the Contractor of any regulatory or operational changes impacting the delivery of services to be provided pursuant to this Contract.
2. The Department will not furnish services of support (e.g., support staff, office space, telephone service, secretarial, or clerical support) to the Contractor.

F. Contractor's Staff Requirements

1. Staff Conduct

The Contractor's staff on-site shall adhere to the standards of conduct prescribed in Chapter 33-208, Florida Administrative Code, and as prescribed in the Department's personnel policy and procedure guidelines, particularly rules of conduct, security procedures, and any other applicable rules, regulations, policies and procedures of the Department.

In addition, the Contractor shall ensure that all staff adheres to the following requirements:

- a. The Contractor's staff shall not display favoritism to, or preferential treatment of, one inmate or group of inmates over another.
- b. The Contractor's staff shall not deal with any inmate except in a relationship that supports services under this Contract. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an inmate or an inmate's family or close associate, no matter how trivial the gift or service may seem. The Contractor shall report to the Contract Manager any violations or attempted violation of these restrictions. In addition, no staff member shall give any gifts, favors or services to inmates, their family or close associates.
- c. The Contractor's staff shall not enter into any business relationship with inmates or their families (example – selling, buying or trading personal property), or personally employ them in any capacity.
- d. The Contractor's staff shall not have outside contact (other than incidental contact) with an inmate being served or their family or close associates, except for those activities that are to be rendered under the Contract.
- e. The Contractor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor or the State. In providing services pursuant to this Contract, the Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct.
- f. Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Contract Manager or their designee, including proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the

offending party or parties shall subject the Contractor to appropriate action, up to and including termination of this Contract.

- g. The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the Contract Manager or their designee within twenty four (24) hours, of the Contractor's knowledge of the incident.

2. Staff Background/Criminal Record Checks

- a. The Contractors' staff assigned to this Contract shall be subject, at the Department's discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the Contract period. The Department has full discretion to require the Contractor to disqualify, prevent, or remove any staff from any work under the Contract. The Department is under no obligation to inform the Contractor of the records check findings or the criteria for disqualification or removal. In order to carry out this records check, the Contractor shall provide, upon request, the following data for any individual Contractor or subcontractor's staff assigned to the Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number and State of Issue. If requested, the Contractor's staff shall submit to fingerprinting by the Department of Corrections for submission to the Federal Bureau of Investigation (FBI). The Contractor shall not consider new employees to be on permanent status until a favorable report is received by the Department from the FBI.
- b. The Contractor shall ensure that the Contract Manager or designee is provided the information needed to have the NCIC/FCIC background check conducted prior to any new Contractor staff being hired or assigned to work under the contract, upon request. The Contractor shall not offer employment to any individual or assign any individual to work under the contract, who has not had an NCIC/FCIC background check conducted.
- c. No person who has been barred from any Department institution or other facility shall provide services under this Contract.
- d. The Contractor shall not permit any individual to provide services under this Contract who is under supervision or jurisdiction of any parole, probation or correctional authority. Persons under any such supervision may work for other elements of the Contractor's agency that are independent of the contracted services.
- e. Note that a felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony or first-degree misdemeanor crime does not automatically bar the Contractor from hiring the proposed employee. However, the Department reserves the right to prior approval in such cases. Generally, two (2) years with no criminal history is preferred. The Contractor shall make full written report to the Contract Manager within three (3) calendar days whenever an employee has a criminal charge filed against them, or an arrest, or receives a Notice to Appear for

violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the fine or bond forfeiture is two hundred dollars (\$200) or less) or when Contractor or Contractor's staff has knowledge of any violation of the laws, rules, directives or procedures of the Department.

G. General Reporting Requirements

1. The Contractor shall provide monthly reports no later than the fifteenth (15th) day of the month following the reporting period to the Department's Contract Manager on the progress of the project implementation for any of the remaining participating entities, including but not limited to, sites that have been brought on-line, promotions in the communities brought on-line, sites under development and estimated date of completion.
2. The Contractor shall provide a monthly participating entity status report no later than the fifteenth (15th) day of the month following the reporting period to the Department's Contract Manager, to include, but not limited to, to the following:
 - a. participating entities that experienced service interruption during the month;
 - b. participating entities that went off-line, when service was restored and the cause of the interruption; and
 - c. participating entities that experienced service interruption during the month and service has not been restored, the cause of the interruption, and the estimated time of service restoration.
3. The Contractor shall ensure a monthly system performance report is available via the VINEWatch tool for downloading by the Contract Manager. This reporting data shall include, but not be limited to, performance of the system, response times, busy signals, times on hold and any system interruptions. Additionally, regular operational metrics such as timing of system updates, failed connections or updates, and any system unavailability, should be available for downloading.

H. Performance Measures

The Department desires to contract with a provider who clearly demonstrates its willingness to be held accountable for the achievement of certain performance measures in successfully delivering services under this contract. Therefore, the Department has developed the below Performance Measure categories which shall be used to measure the Contractor's performance and delivery of services. Note: The Contractor shall comply with all contract terms and conditions upon execution of contract and the Department may monitor the Contract beginning the second month after implementation of services to ensure that contract requirements are being met.

1. Performance Outcomes and Standards; and
2. Other Contract Requirements.

A description of each of the Performance Measure categories is provided below:

1. Performance Outcomes and Standards

Listed below are the key Performance Outcomes and Standards deemed most crucial to the success of the overall desired service delivery. The Contractor shall ensure that

the state performance outcomes and standards (level of achievement) are met. Performance shall be measured as indicated, beginning the second month after which service has been fully implemented.

- a. **Outcome: Required Reports** - All required reports outlined in Section II., G., 1 and 2, General Reporting Requirements, shall be timely submitted by the fifteenth (15th) day of the month following the reporting period.

Measure: The scheduled date of each submitted reports and the actual date of the Contractor submitted the reports under Section II., G., General Reporting Requirements.

Standard: One hundred percent (100%) of all required reports outlined in Section II., G., General Reporting Requirements, shall be timely submitted by the fifteenth (15th) day of the month following the reporting period.

- b. **Outcome: VINE System Support Operation** - One hundred percent (100%) call center operational.

Measure: System down time to total monthly operational time (twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year).

Standard: The Contractor shall provide ninety-nine percent (99%), of VINE system support operation, with the exception of the two (2) hour downtime for routine maintenance. Compliance shall be measured on a monthly basis.

- c. **Outcome: VINE Operation System Failure** - One hundred percent (100%) of VINE Operation System Failures will be reported to the Department within sixty (60) minutes of occurrence.

Measure: Time of failure to time of report to the Department.

Standard: The Contractor shall report ninety-nine percent (99%) of VINE System Failures. Compliance shall be measured on a monthly basis.

By execution of this Contract, the Contractor hereby acknowledges and agrees that its performance under the Contract must meet the standards set forth above. Any failure by the Contractor to achieve the outcome and standard identified may result in assessment of Liquidated Damages as provided in Section II., J. Any such assessment and/or subsequent payment thereof shall not affect the Contractor's obligation to provide services as required by this Contract.

2. Other Contract Requirements

Outcome: The Contractor shall meet the following contract requirements one hundred percent (100%) of the time.

- a. Project Team in accordance with Section II., D., 2., a.
- b. System Support, Operations and Maintenance in accordance with Section II., D., 10.
- c. All Corrective Action Plans shall be timely submitted (when applicable).
- d. Other Terms or Conditions of the Contract involving delivery of services not otherwise listed above shall be complied with.

Measure: The Department will monitor the Contractor's performance to determine compliance with other contract requirements on a quarterly basis.

Standard: The Contractor shall achieve one hundred percent (100%) compliance after the time frames allowed for corrective action on identified deficiencies. Performance shall be measured on a semi-annual basis.

I. Monitoring and Evaluation Methodology

1. For Performance Outcomes and Standards

The Department's Contract Manager and/or designee will monitor the Contractor's service delivery monthly (unless otherwise stated) to determine if the Contractor has achieved the required level of performance for each Performance Outcome and Standard identified in Section II., H. Performance Measures shall be assessed as specified beginning the second month after services have been implemented.

If the Department determines that the Contractor has failed a Performance Outcome and Standard, the Contractor will be sent a formal contract communication in accordance with Section II., C. Note: The Contractor shall correct all identified non-compliant service delivery related to failure to meet the Performance Outcomes and Standards identified in Section II., H., however, this shall not negate the fact that a performance outcome and standard has not been met and that liquidated damages will be imposed.

2. For other Contract Requirements

Monitoring for Other Contract Requirements, identified in Section II., H., 2, shall be conducted as determined necessary but no less than quarterly. (A Contract Monitoring tool will be developed by the Department's Bureau of Support Services in accordance with the requirements in the resultant contract.) The monitoring tool will be utilized in review of Contractor's performance. Such monitoring may include, but is not limited to, both announced and unannounced site visits.

The Department's Contract Manager or designee will provide an oral exit report at termination of the monitoring visits and a written monitoring report to the Contractor within three weeks of the monitoring. Non-compliance issues identified by the Contract Manager or designee will be identified in detail to provide opportunity for correction, where feasible.

Within ten (10) days of receipt of the Department's monitoring report, (which may be transmitted by e-mail), the Contractor shall provide a formal Corrective Action Plan (CAP) to the Contract Manager (e-mail acceptable) in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Such time frames for compliance shall not exceed thirty (30) days, from

the date of receipt of the monitoring report by the Contractor, unless specifically agreed upon in writing by the Department. CAPs that do not contain all information required shall be rejected by the Department in writing (e-mail acceptable). The Contractor shall have five (5) days from the receipt of the written rejection to submit a revised CAP. This will not increase the time for compliance, and correction of the noted deficiencies. All noted deficiencies shall be corrected within the time frames identified or the Department will impose liquidated damages in accordance with Section II., J. The Contract Manager, Contract Monitoring Team or other designated Department staff may conduct follow-up monitoring reviews at any time to determine compliance based upon the submitted CAP.

The Department reserves the right for any Department staff to make scheduled or unscheduled, announced or unannounced monitoring visits.

During follow-up monitoring, any noted failure by the Contractor to correct deficiencies for Other Contract Requirement violations identified in the monitoring report within the time frame specified in the CAP shall result in application of Liquidated Damages as specified in Section II., J.

3. Repeated Instances

Repeated instances of failure to meet either the Performance Outcomes and Standards or Other Contract Requirements or to correct deficiencies may, in addition to imposition of liquidated damages, result in determination of Breach of Contract, and/or termination of the Contract in accordance with Section VII., 3., Termination for Cause.

J. Liquidated Damages

By execution of this Contract, the Contractor expressly agrees to the imposition of liquidated damages.

The Department's Contract Manager will provide written notice to the Contractor's Representative of all liquidated damages assessed accompanied by detail sufficient for justification of assessment. The Contractor shall forward a cashier's check or money order to the Contract Manager, payable to the Department in the appropriate amount, within ten (10) days of receipt of a written notice of demand for damages due or in the alternative, may issue a credit in the amount of the liquidated damages due on the next monthly invoice following imposition of damages. Documentation of the amount of damages imposed shall be included with the invoice, if issuing credit.

1. Liquidated Damages For Failure to meet Performance Outcomes and Standards

The Contractor hereby acknowledges and agrees that its performance under the Contract shall meet the Performance Outcomes and Standards set forth in Section II., H., 1. If the Contractor fails to meet Performance Outcome and Standard #a., #b., or #c., the Department will impose Liquidated Damages in the amount of one thousand dollars (\$1000.00) per month failed.

2. Liquidated Damages For Other Contract Requirements

In the event the Contractor fails to correct deficiencies for other Contract Requirements as noted in the Department's monitoring report within the time frames indicated in the Contractor's Corrective Action Plan (CAP), liquidated damages in the amount of one thousand dollars (\$1000.00) per day per deficiency will be assessed for those deficiencies that have not been timely corrected shall be imposed until such time as all noted deficiencies are corrected.

K. Contract Termination Requirements

If, at any time, the Contract is canceled, terminated or otherwise expires, and a Contract is subsequently executed with a service provider other than the Contractor or service delivery is resumed by the Department, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent Contractor (or to the Department). This includes, but is not limited to, the timely provision of all contract-related documents and information, not otherwise protected from disclosure by law to the replacing party.

L. Deliverables

1. Project Management (Section II., D., 2., a).
2. Warranty that the system will perform according to the System Specifications Document (Section II., D., 2., b., 6)
3. All required equipment, installation and development for the system/data interface at each remaining participating entity (Section II., D., 3).
4. Start-up costs for all telephone lines (Section II., D., 4)
5. System Support, Operations and Maintenance (Section II., D., 10).
6. General Reporting Requirements (Section II., G).
7. Promotional Materials (Section II., D., 7).

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III. COMPENSATION

A. Payment

The Department will compensate the Contractor for services as specified in Section II, Scope of Service, as delineated below:

Year	*Base 10 Participating Entities On-Line, Per Month	Base 10 Participating Entities On-Line, Per Year	*Participating Entity Per Month	Participating Entity Per Year	Annual Amount – **59 Participating Entities
		<i>Not to Exceed</i>		<i>Not to Exceed</i>	
2007-2008	\$49,397.00	\$592,764.00	\$842.00	\$10,104.00	\$1,188,900.00
2008-2009	\$52,360.00	\$628,320.00	\$895.00	\$10,740.00	\$1,261,980.00
2009-2010	\$52,360.00	\$628,320.00	\$895.00	\$10,740.00	\$1,261,980.00
2010-2011	\$52,360.00	\$628,320.00	\$895.00	\$10,740.00	\$1,261,980.00
2011-2012	\$52,360.00	\$628,320.00	\$895.00	\$10,740.00	\$1,261,980.00
New Participating Entity startup \$7,161.00.					
<i>*See Attachment 1 for Base 10 Participating and Participating Entities per month.</i>					
<i>**Annual Amount subject to change as remaining entities come on-line.</i>					

B. MyFloridaMarketPlace Transaction Fee Exemption

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System (“System”). Pursuant to section 287.057(23), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

The Department has determined that payments to be made under this Contract are not subject to the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.032,(f), Florida Administrative Code (F.A.C). Form PUR 3777, Notice of Transaction Fee Exemption, has been filed by the Department.

C. Submission of Invoice(s)

The Contractor agrees to submit invoices monthly for compensation for services in detail sufficient for a proper pre-audit and post-audit thereof. Invoices shall delineate cost breakdowns by specific participating entities and total costs billed monthly. The Contractor shall submit invoices pertaining to this Contract to:

Mark Lazarus
Victim Assistance Administrator
Office of Victims Assistance
Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Telephone: (850) 488-9166
Fax: (850) 487-7092
E-mail: lazarus.mark@mail.dc.state.fl.us

D. Official Payee

The name and address of the official payee to whom payment shall be made is as follows:

Appriss, Inc.
10401 Linn Station Road
Suite 200
Louisville, KY 40223

E. Travel Expenses

The Department shall not be responsible for the payment of any travel expense for the Contractor that occurs as a result of this Contract.

F. Contractor's Expenses

The Contractor shall pay for all licenses, permits, and inspection fees or similar charges required for this Contract, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work to be performed under this Contract.

G. Annual Appropriation

The State of Florida's and the Department's performances and obligations to pay for services under this Contract are contingent upon an annual appropriation by the Legislature. The costs of services paid under any other Contract or from any other source are not eligible for reimbursement under this Contract.

H. Tax Exemption

The Department agrees to pay for contracted services according to the conditions of this Contract. The State of Florida does not pay federal excise taxes and sales tax on direct purchases of services.

I. Timeframes for Payment and Interest Penalties

Contractors providing goods and services to the Department should be aware of the following time frames:

1. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services and associated invoice, unless the ITB or RFP specifications, or this Contract specifies otherwise. The Department has twenty (20) days to deliver a request for

payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

2. If a payment is not available within forty (40) days, a separate interest penalty, as specified in Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. The interest penalty provision applies after a thirty-five (35) day time period to health care contractors, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices, which have to be returned to a Contractor because of Contractor preparation errors, may cause a delay of the payment. The invoice payment requirements do not start until the Department receives a properly completed invoice.

J. Final Invoice

The Contractor shall submit the final invoice for payment to the Department no more than forty-five (45) days after acceptance of the final deliverable by the Department or the end date of this Contract, whichever occurs last. If the Contractor fails to do so, all right to payment is forfeited, and the Department will not honor any request submitted after aforesaid time period. Any payment due under the terms of the Contract may be withheld until all applicable deliverables and invoices have been accepted and approved by the Department.

K. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the Department of Financial Services' Toll Free Hotline.

IV. **CONTRACT MANAGEMENT**

A. Department's Contract Manager

The Contract Manager for this Contract will be:

Robert Woody, Chief
Office of Community Relations
Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Telephone: (850) 922-3868
Fax: (850) 487-7092
E-mail: woody.robert@mail.dc.state.fl.us

The Contract Manager will perform the following functions:

1. Maintain a contract management file;
2. Serve as the liaison between the Department and the Contractor;
3. Evaluate the Contractor's performance;

4. Direct the Contract Administrator to process all amendments, renewals and terminations of this Contract; and
5. Evaluate Contractor performance upon completion of the overall Contract. This evaluation will be placed on file and will be considered if the Contract is subsequently used as a reference in future procurements.

The Contract Manager may delegate the following functions to the Local Contract Coordinator:

1. Verify receipt of deliverables from the Contractor;
2. Monitor the Contractor's performance; and
3. Review, verify, and approve invoices from the Contractor.

The Local Contract Coordinator for this Contract will be:

Mark Lazarus
Victim Assistance Administrator
Office of Victims Assistance
Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Telephone: (850) 488-9166
Fax: (850) 487-7092
E-mail: lazarus.mark@mail.dc.state.fl.us

B. Department's Contract Administrator

The Contract Administrator for this Contract will be:

Lisa M. Bassett, Chief
Bureau of Procurement & Supply
Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Telephone: (850) 488-6671
Fax: (850) 922-5330
Email: bassett.lisa@mail.dc.state.fl.us

The Contract Administrator will perform the following functions:

1. Maintain the Contract administration file;
2. Process all Contract amendments, renewals, and termination of the Contract; and
3. Maintain the official records of all formal correspondence between the Department and the Contractor.

C. Contractor's Representative

The name, title, address, and telephone number of the Contractor's representative responsible for administration and performance under this Contract is:

After the Service is in Production
Shahrzad Javid, Account Manager
Appriss, Inc.
10401 Linn Station Road, Suite 200
Louisville, KY 40223-3842
Telephone: (502) 815-5645
Fax: (502) 561-1825
E-mail: sjavid@appriss.com

Ron Gathright, Account Executive
Appriss, Inc.
10401 Linn Station Road, Suite 200
Louisville, KY 40223-3842
Telephone: (502) 815-3927
Fax: (502) 561-1825
E-mail: rgathright@appriss.com

D. Contract Management Changes

After execution of this Contract, any changes in the information contained in Section IV., Contract Management, will be provided to the other party in writing and a copy of the written notification shall be maintained in the official Contract record.

V. **CONTRACT MODIFICATION**

Unless otherwise stated herein, modifications to the provisions of this Contract, with the exception of Section III., C., Invoice Submission and Section IV., CONTRACT MANAGEMENT, shall be valid only through execution of a formal Contract amendment.

VI. **TERMINATION**

A. Termination at Will

This Contract may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

B. Termination Because of Lack of Funds

In the event funds to finance this Contract become unavailable, the Department may terminate the Contract upon no less than twenty-four (24) hours' notice in writing to the Contractor. Notice shall be delivered by certified mail (return receipt requested), facsimile, by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. The Department shall be the final authority as to the availability of funds.

C. Termination for Cause

If a breach of this Contract occurs by the Contractor, the Department may, by written notice to the Contractor, terminate this Contract upon twenty-four (24) hours' notice. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery

whereby an original signature is obtained, or in-person with proof of delivery. If applicable, the Department may employ the default provisions in Chapter 60A-1, Florida Administrative Code. The provisions herein do not limit the Department's right to remedies at law or to damages.

D. Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of this Contract.

E. Termination Notification

In the event this Contract should be terminated, the Contractor shall provide written and telephonic notification to all registered users that offender status or release will no longer be provided.

VII. **CONDITIONS**

A. Records

1. Public Records Law

The Contractor agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapters 119 and 945.10, Florida Statutes, made or received by the Contractor in conjunction with this Contract. The Contractor's refusal to comply with this provision shall constitute sufficient cause for termination of this Contract.

2. Audit Records

a. The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this Contract, and agrees to provide a financial and compliance audit to the Department or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor.

b. The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to this Contract.

3. Retention of Records

The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Contract for a period of five (5) years. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of this Contract. Copies of all records and documents shall be made available for the Department upon request. All invoices and documentation must be clear and legible for audit purposes. All documents must be retained by the Contractor at the address listed in Section IV., C., Contractor's Representative or the address listed in

Section III., D., Official Payee, for the duration of this Contract. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. All documents must be retained by the Contractor at the Contractor's primary place of business for a period of five (5) years following termination of the Contract, or, if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The Contractor shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall advise the Department of the location of all records pertaining to this Contract and shall notify the Department by certified mail within ten (10) days if/when the records are moved to a new location.

B. Prison Rehabilitative Industries and Diversified Enterprises, Inc. ("PRIDE")

The Contractor agrees that any articles which are the subject of, or are required to carry out this Contract, shall be purchased from PRIDE, identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Subsections 946.515(2) and (4), Florida Statutes. The Contractor shall be deemed to be substituted for the Department in dealing with PRIDE, for the purposes of this Contract. This clause is not applicable to subcontractors, unless otherwise required by law. Available products, pricing, and delivery schedules may be obtained by contacting PRIDE.

C. Products Available from the Blind or Other Handicapped (RESPECT): The State/Department supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

D. Procurement of Materials with Recycled Content

It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out, this Contract shall be procured in accordance with the provisions of Sections 403.7065 and 287.045, Florida Statutes.

E. Sponsorship

If the Contractor is a nongovernmental organization which sponsors a program financed partially by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by Appriss, Inc., and the State of Florida, Department of Corrections." If the sponsorship reference is in written material, the words "State of Florida, Department of Corrections" shall appear in the same size letters or type as the name of the organization.

F. Employment of Department Personnel

The Contractor shall not knowingly engage in this project, on a full-time, part-time, or other basis during the period of this Contract, any current or former employee of the Department where such employment conflicts with Section 112.3185, Florida Statutes.

G. Non-Discrimination

No person, on the grounds of race, creed, color, national origin, age, gender, marital status or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of this Contract.

H. Americans with Disabilities Act

The Contractor shall comply with the Americans with Disabilities Act. In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Contracts.

I. Indemnification

NOTE: This section is not applicable to contracts executed between state agencies or subdivisions, as defined in Section 768.28, Florida Statutes.

The Contractor shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Department, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of this Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

J. Contractor's Insurance

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Contract. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the Department under this Contract. Upon the execution of this Contract, the Contractor shall furnish the Contract Manager written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

If the Contractor is a state agency or subdivision as defined in Section 768.28, Florida Statutes, the Contractor shall furnish the Department, upon request, written verification of liability protection in accordance with Section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, Florida Statutes.

K. Independent Contractor Status

The Contractor shall be considered an independent Contractor in the performance of its duties and responsibilities under this Contract. The Department shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing in this Contract is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

L. Disputes

Any dispute concerning performance of this Contract shall be resolved informally by the Contract Manager. Any dispute that can not be resolved informally shall be reduced to writing and delivered to the Department's Director of Department Initiatives. The Director of Department Initiatives shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor, the Contract Manager and the Contract Administrator.

M. Copyrights, Right to Data, Patents and Royalties

Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State for the exclusive use and benefit of the State. Pursuant to Section 286.021, Florida Statutes, no person, firm or corporation, including parties to this Contract, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Department of State.

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor under this Contract. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the State of Florida, Department of State, and may not be copied or removed by any employee of the Contractor without express written permission of the Department.

The Contractor, without exception, shall indemnify and save harmless the Department and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the Department the right to continue use of, replace, or modify the article to render it noninfringing. (If none of the alternatives are reasonably available, the Department agrees to return the article to the Contractor upon its request and receive reimbursement, fees and costs,

if any, as may be determined by a court of competent jurisdiction.) If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

N. Subcontracts

The Contractor is fully responsible for all work performed under this Contract. The Contractor may, upon receiving written consent from the Department's Contract Manager, enter into written subcontract(s) for performance of certain of its functions under this Contract. No subcontract, which the Contractor enters into with respect to performance of any of its functions under this Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All payments to subcontractors shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, Florida Statutes. It is understood and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under this Contract. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Contractor to the subcontractor in the amount of one-half (1/2) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

O. Assignment

The Contractor shall not assign its responsibilities or interests under this Contract to another party without prior written approval of the Department's Contract Manager. The Department shall, at all times, be entitled to assign or transfer its rights, duties and obligations under this Contract to another governmental agency of the State of Florida upon giving written notice to the Contractor.

P. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

Q. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Contract can still be determined and effectuated.

R. Use of Funds for Lobbying Prohibited

The Contractor agrees to comply with the provisions of Section 216.347, Florida Statutes, which prohibits the expenditure of State funds for the purposes of lobbying the Legislature, the Judicial branch, or a State agency.

S. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Department employee. Only those communications that are in writing from the Department's staff identified in Section IV., Contract Management, of this Contract shall be considered a duly authorized expression on behalf of the Department. Only communications from the Contractor's representative identified in Section IV., C., which are in writing and signed, will be recognized by the Department as duly authorized expressions on behalf of the Contractor.

T. Conflict of Interest

The Contractor shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Contractor. No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

U. Department of State Licensing Requirements

All entities defined under Chapters 607, 617 or 620, Florida Statutes, seeking to do business with the Department, shall be on file and in good standing with the State of Florida, Department of State.

V. MyFloridaMarketPlace Vendor Registration

All vendors that have not re-registered with the State of Florida since March 31, 2003, shall go to <http://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

W. Public Entity Crimes Information Statement

A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid or proposal to provide any goods or services to a public entity, may not submit a bid or proposal to a public entity for the construction or repair of a public building or public work, may not submit bids or proposals for leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

X. Discriminatory Vendors List

An entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid or proposal to provide goods or services to a public entity, may not submit a bid or proposal with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not perform work as a Contractor, supplier, subcontractor or consultant under a Contract with any public entity and may not transact business with any public entity.

Y. Governing Law and Venue

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

Z. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

AA. Cooperative Purchasing

As provided in Section 287.042(16)(a), Florida Statutes, other State agencies may purchase from this Contract, provided that the Department of Management Services has determined that the Contract's use is cost effective and in the best interest of the State. Upon such approval, the Contractor may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein. In addition, other political subdivisions may also purchase from this Contract at the discretion of the Contractor. Entities purchasing from this Contract assume and bear complete responsibility with regard to performance of any contractual obligation or term.

BB. Scope Changes After Contract Execution

During the term of the Contract, the Department may require by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract.

The Department may make an equitable adjustment in the Contract prices or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld.

The Department shall provide written notice to the Contractor thirty (30) days in advance of any Department required changes to the technical specifications and/or scope of service that affect the Contractor's ability to provide the service as specified herein. Any changes that are other than purely administrative changes will require a formal Contract Amendment.

CC. Limitation of Remedies

The Contractor's entire liability and the Department's exclusive remedy shall be as follows:

1. In all situations involving performance or non-performance of machines or programming (other than licensed programs) furnished under this Contract, the Department's remedy is (a) the adjustment or repair of the machine or replacement of its parts by the Contractor, or at the Contractor's option, replacement of the machine or correction of programming errors, or (b) if, after repeated efforts, the Contractor is unable to install the machine or a replacement machine, model upgrade or feature in good working order, or to restore it to good working order, or to make programming operate, all as warranted, the Department shall be entitled to recover actual damages to the limits set forth in this section. For any other claim concerning performance or non-performance by the Contractor pursuant to, or in any other way related to the subject matter of, this Contract, or any order under this Contract, the Department shall be entitled to recover actual damages to the limits set forth in this section.
2. The Contractor's entire liability for damages to the Department for any cause whatsoever, and regardless of form of action, whether in Contract or in tort including negligence, shall be limited to the greater of \$100,000 or the appropriate price stated herein for the specific machines that caused the damages or that are the subject matter of or are directly related to the cause of action. The foregoing limitation of liability will not apply to (a) the payment of cost and damage awards referred to in "Patents and Royalties", or to (b) claims for procurement costs or the cost of cover pursuant to Division of Purchasing Rule 60A-1.006, Florida Administrative Code, entitled "Default", or to (c) claims for personal injury or damage to real or tangible personal property caused by the Contractor's negligence or tortious conduct.
3. The Contractor's entire liability and the Department's exclusive remedy for damages to the Department for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort including negligence, shall be limited to actual damages up to the greater of \$100,000 or an amount equal to 12 months' maintenance charges for the specific machines under this Contract that caused the damages or that are the subject matter of, or are directly related to, the cause of action. Such maintenance charges will be those in effect for the specific machines when the cause of action arose. The foregoing limitation of liability will not apply to (a) the payment of cost and damage awards referred to in "Patents and Royalties" or to (b) claims for procurement costs or costs to cover pursuant to Division of Purchasing Rule 60A-1.006, Florida Administrative Code, entitled "Default", or to (c) claims by the Department for personal injury or damage to real property or tangible personal property caused by the Contractor's negligence or tortious conduct.
4. The Contractor's entire liability and the Department's exclusive remedy for damages to the Department for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort including negligence, shall be limited to actual damages up to the greater of \$100,000 or an amount equal to 12 months' maintenance charges for the specific software product under this Contract that caused the damages or that are the subject matter of, or are directly related to, the cause of action. Such maintenance charges will be those in effect for the specific software product when the cause of action arose. The foregoing limitation of liability will not apply to (a) the payment of cost and damage awards referred to in "Patents and Royalties," or to (b) claims for procurement costs or the cost of cover

pursuant to Division of Purchasing Rule 601A-1.006, Florida Administrative Code, entitled "Default", or to (c) claims by the Department for personal injury or damage to real property or tangible personal property caused by the Contractor's negligence or tortious conduct.

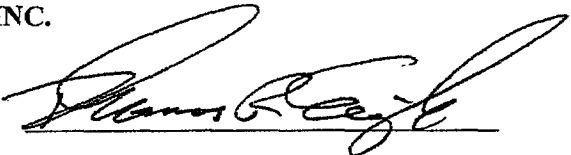
5. The Contractor's entire liability and the Department's exclusive remedy shall be as follows: In all situations involving performance or non-performance of licensed programs furnished under this Contract, the Department's remedy is (1) the correction by the Contractor of licensed program defects, or (2) if, after repeated efforts, the Contractor is unable to make the licensed program operate as warranted, the Department shall be entitled to recover actual damages to the limits set forth in this section. For any other claim concerning performance or non-performance by the Contractor pursuant to, or in any way related to, the subject matter of this Contract, the Department shall be entitled to recover actual damages to the limits set forth in this section. The Contractor's liability for damages to the Department for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort including negligence, shall be limited to the greater of \$100,000 or the one-time charges paid for, or any monthly license or initial license charges which would be due for 12 months' use of the licensed program that caused the damages or that is the subject matter of, or is directly related to, the cause of action and shall include any initial or process charges paid to the Contractor. This limitation of liability will not apply to (a) the payment of cost and damage awards referred to in "Patents and Royalties" or to (b) claims for reprourement costs or the cost of cover pursuant to Division of Purchasing Rule 60A-1.006, Florida Administrative Code, entitled "Default", or to (c) claims for personal injury or damage to real or tangible personal property caused by the Contractor's negligence or tortious conduct.
6. The Contractor shall hold and save the Department harmless from any and all suits and judgments against the Department for personal injury or damage to real or tangible personal property caused by the Contractor's tortious conduct in the performance of this Contract provided that (a) the Department promptly notifies the Contractor in writing of any claim, and (b) the Contractor shall be given the opportunity, at its option, to participate and associate with the Department in the control, defense and trial of any claims and any related settlement negotiations and, provided further, that with respect to any claim, or portion thereof, for which the Contractor agrees at the initiation of such claim that the Contractor shall save and hold the Department harmless, the Contractor shall have the sole control of the defense, trial and any related settlement negotiations, and (c) the Department fully cooperates with the Contractor in the defense of any claim.
7. In no event, however, will the Contractor be liable for (a) any damages caused by the Department's responsibilities, or for (b) any lost profits or other consequential damages, even if the Contractor has been advised of the possibility of such damage, or for (c) any claim against the Department by any other party, except as provided in the hold harmless provision of the preceding paragraph of this Special Condition and except as provided in the paragraph entitled "Patents and Royalties", or for (d) any damages caused by performance or non-performance of machines or programming located outside the United States or Puerto Rico.

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

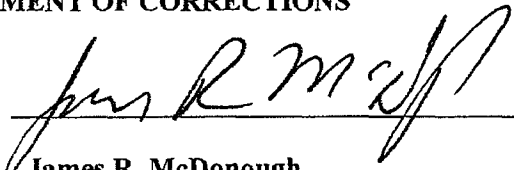
This Contract and any attachments or exhibits if included, contain all the terms and conditions agreed upon by the parties.

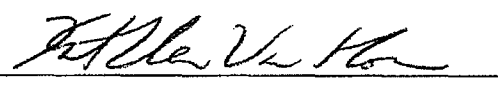
IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

**CONTRACTOR:
APPRISS, INC.**

SIGNED BY: 
NAME: Thomas R. Feigle
TITLE: Vice President
DATE: Sept. 25, 2007
FEID #: 61-1371324

DEPARTMENT OF CORRECTIONS

SIGNED BY: 
NAME: James R. McDonough
TITLE: Secretary
Department of Corrections
DATE: 28 Sept 07

SIGNED BY: 
NAME: Kathleen Von Hoene
TITLE: General Counsel
Department of Corrections
DATE: 9/21/07

ATTACHMENT 1

Base 10- Participating Entities On-Line, Per Month				
	Agency	State	County	Status
1	900	FL	FL DOC	Online
2	15	FL	Duval	Online
3	8	FL	Charlotte	Online
4	20	FL	Gilchrist	Online
5	17	FL	Flagler	Online
6	30	FL	Indian River	Online
7	33	FL	Lafayette	Online
8	2	FL	Baker	Online
9	10	FL	Clay	Online
10	23	FL	Hamilton	Online

Participating Entity, Per Month				
	Agency	State	County	Status
11	54	FL	Putnam	Online
12	56	FL	Sarasota	Online
13	11	FL	Collier	Online
14	4	FL	Bradford	Online
15	29	FL	Holmes	Online
16	35	FL	Lee	Online
17	31	FL	Jackson	Online
18	65	FL	Wakulla	Online
19	66	FL	Walton	Online
20	1	FL	Alachua	Online
21	60	FL	Sumter	Online
22	5	FL	Brevard	Online
23	37	FL	Levy	Online
24	18	FL	Franklin	Online
25	7	FL	Calhoun	Online
26	14	FL	Dixie	Online
27	67	FL	Washington	Online
28	41	FL	Marion	Online
29	46	FL	Okaloosa	Online
30	44	FL	Monroe	Online
31	55	FL	Santa Rosa	Online
32	36	FL	Leon	Online
33	19	FL	Gadsden	Online

Participating Entity, Per Month				
	Agency	State	County	Status
34	12	FL	Columbia	Online
35	34	FL	Lake	Online
36	53	FL	Polk	Online
37	63	FL	Union	Online
38	64	FL	Volusia	Online
39	16	FL	Escambia	Online
40	48	FL	Orange	Online
41	39	FL	Madison	Online
42	38	FL	Liberty	Online
43	6	FL	Broward	Online
44	28	FL	Hillsborough	Online
45	62	FL	Taylor	Online
46	32	FL	Jefferson	Online
47	61	FL	Suwannee	Online
48	13	FL	DeSoto	Online
49	24	FL	Hardee	Online
50	45	FL	Nassau	Online
51	59	FL	St. Lucie	Online
52	22	FL	Gulf	Online
53	40	FL	Manatee	Online
54	49	FL	Osceola	Online
55	57	FL	Seminole	Online
56	9	FL	Citrus	Online
57	51	FL	Pasco	Online
58	52	FL	Pinellas	Online
59	26	FL	Hernando	Online
60	21	FL	Glades	Online
61	27	FL	Highlands	Online
62	43	FL	Miami Dade	Online

Remaining Participating Entities				
Palm Beach			Okeechobee	
Bay			Hendry	
FL DJJ				
St. Johns				
Martin				

Jack Allen

From: Paul Lawson
Sent: Wednesday, February 04, 2009 10:20 AM
To: Jack Allen
Cc: Mary Stanley
Subject: FW: VINE Contract
Attachments: C2427 con.pdf

Jack:

The Okaloosa County Department of Corrections has an agreement with the Florida Department of Corrections (#CO3-0981-C06-43) to provide for victim notification. That agreement is "co-terminus" with a contract between Appriss Inc. and the Florida DOC which expires in 2012 (#C2427 attached).

Our agreement with Florida DOC does/did not expire on 2008 as indicated on the agreement.

Please make that correction – and we won't have to worry with this one until 2012.

Thanks 1,000,000!

Paul Lawson
689-5685

From: Mary Stanley
Sent: Wednesday, February 04, 2009 10:13 AM
To: Paul Lawson
Subject: FW: VINE Contract

From: Lazarus, Mark [mailto:Lazarus.Mark@MAIL.DC.STATE.FL.US]
Sent: Wednesday, February 04, 2009 9:49 AM
To: Mary Stanley
Subject: VINE Contract

Capt. Stanley,

Attached is a copy of the VINE contract between the Department of Corrections and Appriss.

If you have any additional questions, please feel free to call me.

Mark

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic e-mail to this entity. Instead, contact this office by phone or in writing.

Mark A. Lazarus, LCSW
Administrator, Victim Assistance Program Office
Florida Department of Corrections
2601 Blair Stone Road
Tallahassee, FL 32399-2500

2/4/2009

Office: 1-850-413-9354
Toll-Free: 1-877-8-VICTIM (1-877-884-2846)
Toll-Free VINE Line: 1-877-VINE-4-FL (1-877-846-3435)

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Mark

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Mark A. Lazarus, LCSW
Administrator, Victim Assistance Program Office
Florida Department of Corrections
2601 Blair Stone Road
Tallahassee, FL 32399-2500

2/4/2009

Office: 1-850-413-9354

Toll-Free: 1-877-8-VICTIM (1-877-884-2846)

Toll-Free VINE Line: 1-877-VINE-4-FL (1-877-846-3435)