

Dane County Contract Cover Sheet

Revised 01/2024

Res 181
Significant

Dept./Division	Sheriff's Office Security Services Division		
Vendor Name	Appriss Insights, LLC	MUNIS #	30216
Brief Contract Title/Description	Authorizing a service agreement for Victim Information and Notification Everyday (VINE) Program.		
Contract Term	10/13/2024 -10/12/2029		
Contract Amount	\$311,448.36		

Contract # Admin will assign	15619
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Lillian Radivojevich	Name	Joyce Karrfalt
Phone #	(608) 284-4801	Phone #	(866) 277-7477
Email	radivojevich@danesheriff.com	Email	joycekarrfalt@equifax.com
Purchasing Officer	Pete Patten		

Purchasing Authority	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$13,000 – \$44,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$44,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$44,000 or under (\$25,000 or under Public Works)	
	<input checked="" type="checkbox"/> Bid Waiver – Over \$44,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

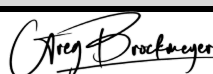

MUNIS Req.	Req #	Org: SHRFSEC	Obj: 30130	Proj:	\$ 54,800.00
	Year	Org: SHRFSEC	Obj: 80130	Proj:	\$ 54,800.00
		Org:	Obj:	Proj:	\$

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000	Res #	181
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.		Year
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input checked="" type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Nygaard, Christopher	Digitally signed by Nygaard, Christopher Date: 2024.10.10 12:15:33 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 10/10/24	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, October 15, 2024 1:56 PM
To: Hicklin, Charles; Gault, David; Patten (Purchasing), Peter; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15619
Attachments: 15619.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 10/15/2024 1:56 PM	Approve: 10/15/2024 1:56 PM
	Gault, David	Read: 10/16/2024 9:01 AM	Approve: 10/16/2024 9:02 AM
	Patten (Purchasing), Peter		Approve: 10/16/2024 1:47 PM
	Cotillier, Joshua		Approve: 10/16/2024 9:21 AM
	Stavn, Stephanie	Read: 10/17/2024 8:30 AM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15619
Department: Sheriff's Department
Vendor: Appriss Insights
Contract Description: Provide victim notification services known as VINE (Res 181)
Contract Term: 10/13/24 – 10/12/29
Contract Amount: \$311,448.36970,000.00

Thanks much,
Michelle

Michelle Goldade
Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please note: I am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

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2024 RES-181

AUTHORIZING A SERVICE AGREEMENT FOR VICTIM INFORMATION AND NOTIFICATION EVERYDAY (VINE) PROGRAM

Victim Information and Notification Everyday (VINE) is an automated notification system designed to provide crime victims and families up-to-date offender information. VINE allows victims of crime to use the telephone or the internet to search for information regarding their offender's custody status and register to receive telephone or e-mail notification when their offender's custody status changes. VINE notifications are one way crime victims, or the general public, can stay informed about the location and status of an offender, 24-hours a day, 7-day a week. Crime victims and concerned citizens can register to be notified by phone, email, text message (SMS) or TTY device when an offender's custody status changes. Users can also register through a toll-free number. This notification service is provided at no cost to the user.

The Dane County Sheriff's Office reports approval of 2023 ACT-320, Bid Waiver Sheriff VINE 2024, by the Personnel and Finance Committee to Appriss Insights, LLC in the amount of \$311,448.36 for the provision of VINE automated notification service. The Sheriff's Office shall reimburse Appriss VINE directly for the automated notification system and then the resident technology contract shall reimburse the Sheriff's Office monthly for the VINE notification service.

For 2025, \$54,800 has been budgeted for this agreement in account line SHRFSEC 30130, VINE Victim Notification Expenditure and, for agreement term years 2 – 5, the budget shall be appropriated through the annual County budget process.

NOW, THEREFORE, BE IT RESOLVED that a 5-year agreement is awarded to Appriss Insights, LLC in the amount of \$311,448.36 for the provision of VINE automated notification service as follows:

Agreement Term	Date	Price
Year 1	10/13/2024 - 10/12/2025	\$ 54,701.04
Year 2	10/13/2025 - 10/12/2026	\$ 58,256.64
Year 3	10/13/2026 - 10/12/2027	\$ 62,043.36
Year 4	10/13/2027 - 10/12/2028	\$ 66,076.20
Year 5	10/13/2028 - 10/12/2029	\$ 70,371.12
	TOTAL	\$ 311,448.36

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BE IT FURTHER RESOLVED that the County Executive and the County Clerk are authorized and directed to sign the Agreement; and

BE IT FINALLY RESOLVED that the Sheriff's Office is directed to ensure complete performance of the Agreement.

DANE COUNTY CONTRACT # 15619

Revised 06/2021



Department: Sheriff's Office
Provider: Appriss Insights, LLC
Expiration Date: 10/13/2029
Maximum Cost: \$311,448.36

Registered Agent (if applicable):
Registered Agent Address:

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Appriss Insights, LLC (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is 115 W. Doty Street, Madison, WI 53703, desires to purchase services from PROVIDER for the purpose providing victim notification services known as the VINE Service; and

WHEREAS PROVIDER, whose address is 9901 Linn Station Road, Suite 200, Louisville, KY 40223, is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

I. TERM:

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement; therefore, PROVIDER shall immediately suspend the services if the term of this Agreement expires or terminates unless an extension or other written amendment is entered into between the parties to continue the services following the term. COUNTY shall never pay more than the Maximum Cost as stated above for all services. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

II. SERVICES:

- A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, all of which are fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.
- B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to reasonably cooperate with the various departments, agencies, employees and officers of COUNTY.

- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.
- D. No portion of funds under this Agreement may be used to support or advance religious activities.
- E. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and has met all applicable state and federal service standards, certifications and assurances as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement.
- F. PROVIDER will follow applicable public health guidelines to provide safe services and a safe workplace. In addition, by signing this Agreement, PROVIDER acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that PROVIDER and its staff may be exposed to or infected by COVID-19 by providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

PROVIDER further acknowledges that PROVIDER is assuming all of the foregoing risks and accepts sole responsibility for any injury to itself and staff, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that PROVIDER or its staff may experience or incur in connection with providing services other than those risks attributable solely to COUNTY's negligence or willful acts not contemplated by the terms of the Agreement. PROVIDER hereby releases, covenants not to sue, discharges, and holds harmless and indemnifies the COUNTY, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or directly attributable thereto. Provider understands and agrees that this release includes any claims based on the actions related to a COVID-19 infection occurring before, during, or after the provision of services under this Agreement.

III. ASSIGNMENT/TRANSFER:

PROVIDER shall not assign, subcontract or transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY, including the hiring of independent contract service providers unless otherwise provided herein. Claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION:

- A. Failure of PROVIDER to fulfill any of its material obligations under this Agreement in a timely manner, or material violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.
- B. The following shall constitute grounds for immediate termination:
 - 1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
 - 2. failure by PROVIDER to carry applicable licenses or certifications as required by law.

3. failure of PROVIDER to comply with reporting requirements contained herein.
 4. inability of PROVIDER to perform the work provided for herein.
- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice, through COUNTY agrees to notify PROVIDER promptly of such event.
- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER exclusively for COUNTY under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset. Further, PROVIDER retains all ownership rights in the VINE Software (as defined in Schedule A) and all documents, designs, inventions, copyrightable material, patentable and unpatentable subject matter and other tangible materials authored or prepared by PROVIDER in connection with this Agreement. Nothing herein shall grant the County a license to the source code of the VINE Software.

V. PAYMENT:

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

VI. REPORTS:

PROVIDER agrees to make such reports as are required in the attached schedules, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said schedules shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE:

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VIII. INSURANCE & INDEMNIFICATION:

- A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all third party liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay directly attributable to PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. Any failure on the part of the PROVIDER to comply with reporting or other provisions of its insurance policies shall not affect this PROVIDER's obligations under this paragraph. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement

B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

1. Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability.

2. Commercial/Business Automobile Liability Insurance.

If applicable to the services covered by this Agreement, PROVIDER shall provide and maintain commercial general liability and automobile liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001) and ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

3. Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

4. Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

C. Additional Insured.

COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of PROVIDER; products and completed operations of PROVIDER; premises occupied or used by PROVIDER; and vehicles owned, leased, hired or borrowed by PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of COUNTY.

Provider's Insurance Shall be Primary

For claims where PROVIDER is found solely liable related to this Agreement, PROVIDER's insurance shall be primary insurance with respect to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by COUNTY, its elected and appointed

officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance.

Evidences of Insurance.

Prior to execution of the Agreement, PROVIDER shall, upon request by COUNTY file with COUNTY a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

X. NON-DISCRIMINATION:

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI. CIVIL RIGHTS COMPLIANCE:

A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein

below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.

- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. COMPLIANCE WITH FAIR LABOR STANDARDS:

- A. Reporting of Adverse Findings
During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.
- B. Appeal Process
PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).
- C. Notice Requirement
PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XIII. CONTROLLING LAW AND VENUE:

It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

XIV. FINANCIAL INTEREST PROHIBITED:

Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the

making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

XV. LIMITATION OF AGREEMENT:

This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

XVI. ENTIRE AGREEMENT:

The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

XVII. COUNTERPARTS:

The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

XVIII. COPIES VALID:

This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

XIX. REGISTERED AGENT:

PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.

XX. DEBARMENT:

By signing this Contract, PROVIDER attests that it is not debarred from participating in federal procurements. COUNTY reserves the right to cancel this Contract if PROVIDER is presently, or is in the future, on the list of parties excluded from federal procurements.

XXI. EXECUTION:

A. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by PROVIDER. PROVIDER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.

B. This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

Jarrood Carnahan Digitally signed by Jarrod Carnahan
Date: 2024.10.09 13:25:32 -04'00'

NAME*: Jarrod Carnahan

Date

TITLE*: SVP, Government & Victim Services

* * *

FOR COUNTY:

Interim County Executive
Dane County Executive

Date

Scott McDonell
Dane County Clerk

Date

* [print name and title, below signature line of any person signing this document]

SCHEDULE A

Scope of Services

Provider hereby agrees to provide victim notification services known as the VINE® Service as described herein (the “Services”).

- A. The Services will be provided to: Dane County Sheriff’s Office (the “County”). The County hereby agrees to purchase from the Appriss Insights LLC (“Provider”) the Services on the terms and conditions hereinafter set forth.

- B. This Agreement shall be effective as of October 13, 2024, and shall continue for sixty (60) consecutive months. Billing of ‘Recurring Operational Fees’ shall not affect the Service Agreement renewal date.

Project Scope

To maintain the VINE platform, the following standard product features have been identified and documented to continue in delivering service to the Dane County Sheriff’s Office.

VINE Standard Product Features

Statewide dedicated VINE toll-free phone line

The VINE system toll-free number is available 24 hours per day, 7 days per week, and 365 days per year, allows victims, surviving immediate family members, witness(es), or other concerned citizens to search for an offender, obtain information, and/or register for notifications. Provider has provided quality solutions that use IVR technology since 1994 and recently has partnered with a best in class provider to continue to improve the IVR offering, analytics on call usage, and improved scalability of phone offering.

VINELink

VINELink is a dedicated public portal available 24/7/365 for registrants. Web page design and functionality provides public access to information through a secure web portal which publishes offender information via VINELink (www.vinelink.com).

VINELink can display photos, where available. The VINELink service allows for victims to self- register and to update their contact information. VINELink specifically provides the following functionality:

- Single on-line registration process
- Offender information inquiries
- State contact information
- Victim support information
- Multi-language support

The VINELink App allows users to access information regarding VINE via a mobile application including:

- Up to date offender status
- Offender search
- Registration for notification
- Victim resources

VINEWatch

VINEWatch is a secure, administrative web portal provided to program administrators for management of the VINE program. The VINEWatch site has permission security that allows a user to only access information associated with their agency and role.

Functions are activated based upon specific users' needs. VINEWatch allows for the following functions to be performed:

- A. Obtain usage reports
- B. Look-up offenders
- C. Register victims for notification
- D. Ability to update all registrations
- E. Ability to stop and cancel notification calls
- F. Look-up victim registrations
- G. Provide Custody Status Override Reporting
- H. View notification content of delivered victim notification

Live Operator Assistance

Through the VINE toll-free phone number, callers have the option of speaking to a sensitivity-trained VINE Service Representative (VSR) that can assist the caller in locating an offender, registering for automated notification, and/or referring the victim to state agencies regarding additional concerns and for additional information. VINE Service Representatives (VSR) are available 24/7/365 for all callers. Translation services will be provided to callers if they require additional assistance in a language other than English. There are over 190 plus languages available through the translation service.

VINE Data Transmission

Provider interfaces to collect offender data to make notifications via an Appriss Wide Area Collection System (AWACS) device, Secure File Transfer Protocol (SFTP), or Web Service based on the underlying technology of the booking systems across the participating counties and the preferences of the agencies. These are the most optimal methods; however, placement of an agency host VM, requiring VPN connectivity, will be considered should the three options referenced not be technically feasible.

Monitoring of Systems and Agency Data

The Dane County interface is monitored 24/7/365 and is installed with an Provider tool developed to enhance data monitoring capabilities and improve the transmission of data from the jail to VINE.

Booking System Change Support

VINE interfaces with an agency's booking or record management system. After the initial VINE implementation, if an agency changes their booking system, any fees that are charged by the Booking System vendor are the responsibility of the agency. If the booking system change involves a currently supported VINE interface, the Provider fee is waived. All booking system change orders require signatures from both Provider and the WI Dane County VINE Program Manager before any work is performed. Appriss interfaces with over 300 different booking and record management systems in 48 states.

Research and Resolution of Service Interruptions

The Provider Customer First Center (CFC) provides 24/7/365 technical support including research, troubleshooting or escalation of victim, agency, and Wisconsin VINE related topics. Once an inquiry is presented to the CFC and is determined to require escalation, the Quality Control Team or Implementation & Support Team is assigned the responsibility of additional research and resolution. The assigned Account Specialist (AS) and the designated Dane County VINE Program Manager are made aware of the service interruption through automated messaging.

Key Notification Types Included

As changes occur in the offender's status, automated notifications will be made to all registered individuals in the language they selected to be notified. Dane County VINE notifications include, but are not limited to, the following:

- Release
- Escape
- Advanced Release, 30-day notice
- Unsupervised Custody
- Transfer
- Death

Delivery Methods for Notifications

Notification delivery methods for Dane County VINE include phone and email in English, Spanish, and Hmong.

- Telephone notifications can be delivered to any direct dial number (e.g., home, work, and or cell). Notification calls are made every 30 minutes until the call is answered by a human or by a machine. Once answered, call will continue every 2 hours until a PIN is entered, confirming receipt by the appropriate recipient. The overall call pattern is either 24 or 48 hours.
- E-mail notifications are initiated at the time of the event change and sent only once.

Four-digit PIN (Personal Identification Number)

To authenticate or identify a user to the system and allow secure access for registrants, VINE requires registrants to self-select and a four-digit PIN (Personal Identification Number) during the registration for notification process. The PIN is used to confirm receipt of phone notifications by registrants, as well provide a layer of security when a registrant needs to update their registration information. Registrants may update their PIN at any time via www.vinelink.com.

Client Relations Support Team

A Client Relationship Manager (CRM) and Account Specialist (AS), are assigned to the Dane County Sheriff's Office and will work with the Dane County VINE Program Manager on trainings, promotion of WI VINE, offline agency/technical troubleshooting, contract management, daily program maintenance and more to ensure complete customer satisfaction. The Client Relationship Manager also has the support of the Vice President of Client Relations, to enhance the partnership between Provider and County.

VINE Promotional Material and Training Support

Provider prepares and assists the County with training and marketing support, designed to ensure that the program effectively reaches crime victims within the community. A Client Relationship Manager (CRM) and an Account Specialist (AS) works with all stakeholders within Wisconsin to provide the best possible notification experience for victims. Provider provides promotional brochures or merchandise within the County's budget to Dane County Sheriff's Office to promote Wisconsin VINE.

- A. Be responsible for all development associated with the processing of the notification signal and the actual notification attempts once the signal has been transmitted. The County will assist the Provider in coordinating initial work required by the existing vendors or in-house resources. Third party vendor costs associated with any required modifications to the County's system to pass the required data to the VINE interface are not included and are the responsibility of the County. Where applicable, costs of postage and stationary are excluded.
- B. Dedicate a special telephone number for the County's use of the VINE Service Center.
- C. Process incoming and outgoing victim calls.
 - Victim notification calls only occur after the County manually enters the required data into the County's automated system which creates a file with the required data that is transmitted to the VINE Data Center.
 - Upon receipt of the required data, the notification processes as defined in the VINE scope of work are performed.
 - After the initial start-up period, the County is responsible for making modifications to their automated system (Booking System) and will manage their internal resources and/or system vendor to modify or provide the required programming to provide the Service Provider with the data required.
 - County shall bear all costs associated with these changes or modifications to their existing automated system after the initial connection. Provider acts only in the capacity of consultant to assist in this work. Third party vendor costs associated with any required modifications to the County's system to pass the required data to the VINE interface are not included and are the responsibility of the County.
- D. Provide support services on a 24 hour a day, 7-days a week basis through its Customer First Center (the "CFC").

Supplies and Materials. Provider shall make available certain materials and supplies to the County for use in introducing VINE to the community.

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

At the County's expense, support materials in excess of provided budget may be purchased from the Provider at published pricing.

Warranty. Provider represents and warrants qualified personnel shall perform the Services in a competent and professional manner. If the VINE Software does not substantially conform to the VINE Software specification, Provider's sole obligation under this warranty is to remedy such defect, provided that the VINE Software has not been modified by anyone other than Provider. These express limited warranties are in place of all other warranties, express or implied, including, without limitation, implied warranties of merchantability or fitness for a particular purpose, infringement and all such other warranties are expressly disclaimed and excluded by the Provider.

Ownership of Intellectual Property; Licenses.

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

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

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

Intellectual Property Indemnification.

The Provider hereby agrees to indemnify, hold harmless and defend the County, its affiliates, subsidiaries, officers, directors, employees, independent contractors and agents from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (collectively "liabilities") asserted by any third party against the County to the extent such liabilities result from the

infringement by the VINE Software of any third party's trade secrets, trademarks, copyrights, or patents issued as of the date of this Agreement; provided that the County

(i) promptly notifies the Provider of any third party claim subject to indemnification hereunder, (ii) gives the Provider the right to control and direct the preparation, defense and settlement of any such claim and (iii) gives full cooperation to the Provider for the defense of the same.

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

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

Confidentiality.

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

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

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

Liability Limit.

Unless otherwise prohibited by applicable law, The Provider's total liability to the County shall be limited to direct damages in an amount not to exceed three million dollars (\$3,000,000). The Provider shall not be liable to the County for any special, incidental, or consequential damages even if the Provider has knowledge of the possibility of such loss or damage. The Provider will not be responsible for failure to provide software or Services if due to any cause or condition beyond the Provider's control.

County's Project Manager.

For the purposes of this project, the following contact will be used as the County's project management contact. All project responsibilities that belong to the County will be coordinated and managed by this contact. The County appoints the project manager to be Kelly Louis who can be reached at (608) 284-6177 or via email at louis.kelly@danesherriff.com

SCHEDULE B

Pricing Structure and Payment

Invoices/Payment:

PROVIDER shall issue an invoice monthly upon completion of services and/or delivery of such deliverables. Invoices must reference the Dane County purchase order number issued for the services/deliverables described herein. Email delivery of invoices is encouraged and preferred – see the Bill To section of the purchase order. Payment shall be made within 30 days of COUNTY’s receipt of accepted invoice unless otherwise noted in Schedule B.

There are no Non-Recurring Startup Fees for services on this project because the Dane County VINE Service is already in production.

Recurring Services Fee shall include the following:

- A. The annual cost of operating and supporting the VINE Service;
- B. Hardware and proprietary software (the “VINE Software”) used to power VINE;
- C. All incoming and outgoing calls;
- D. 24 hour monitoring of the service; and
- E. The cost of transmitting all data.

The Recurring Annual Services Fee for VINE will be \$54,701.04 for year 1 of the 5-year term. This assumes a 6.5% increase for the initial contract. Each subsequent 1-year term will be assessed a 3% annual increase as outlined below.

Term	Pricing
Year 2 (10/13/2025 – 10/12/2026)	\$58,256.64
Year 3 (10/13/2026 – 10/12/2027)	\$62,043.36
Year 4 (10/13/2027 – 10/12/2028)	\$66,076.20
Year 5 (10/13/2028 – 10/12/2029)	\$70,371.12

By addendum, the County and Provider may renew this agreement for subsequent 12-month periods. Each renewal period is subject to a 3% annual increase.

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

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

Booking systems not yet supported by VINE, i.e., without an existing interface, are not considered standard maintenance and are subject to the hourly contract rate for performance of additional services as noted in this section.

Dane County currently has an interface with the Motorola Spillman system and does not

anticipate a booking system change during the term of this agreement.