

**CONTRACT AMENDMENT NO. 3
CONTRACT FOR VICTIM NOTIFICATION SYSTEM
CONTRACT # COR12-2570T**

This CONTRACT AMENDMENT # 3 is to amend the above-referenced contract between the State of Montana, **Department of Corrections** (STATE), whose address and phone number are **5 S. Last Chance Gulch, Helena, Montana 59620-1301**, and **Appriss, Inc** (CONTRACTOR), whose address and phone number are **10401 Linn Station Road, Louisville, KY 40223-3842**, This Contract is amended for the following purpose(s):

- 1) In accordance with the section entitled Effective Date, Duration, and Renewal, both parties mutually agree to extend this Contract for the period **October 1, 2018**, through **September 30, 2019**, per the terms, conditions, and prices agreed upon. This is the final renewal, seventh year of the Contract.
- 2). DEPARTMENT shall pay CONTRACTOR **\$6,388.12 per month** for the Victim Notification services (Web) described herein – **not to exceed \$76,657.44 yearly**.

Except as modified above, all other terms and conditions of **Contract # COR12-2570T** remain unchanged.

**STATE OF MONTANA
Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59620-1301**

**Appriss, Inc.
10401 Linn Station Road
Louisville, KY 40223-3842**

BY: Reginald Michael Director
(Name/Title)

BY: Joshua P. Bruner President, Appriss Safety
(Name/Title)

DocuSigned by:
Reginald Michael
5F67256A2884414...
(Signature)

DocuSigned by:
Joshua P. Bruner
54AB7A578FAA4C9...
(Signature)

DATE: 10/10/2018

DATE: 10/5/2018

Approved as to Legal Content:
DocuSigned by:
Colleen Ambrose 10/4/2018
FFF88078043447...
Legal Counsel (Date)

Approved as to Form:
DocuSigned by:
Mede Orta 10/2/2018
6407350C316E4E8...
Procurement Officer (Date)
State Procurement Bureau

**CONTRACT AMENDMENT
CONTRACT #COR12-2570T**

THIS CONTRACT AMENDMENT (**Amendment #2**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 5 S. Last Chance Gulch, Helena, Montana 59620-1301 and **Appriss, Inc.** (CONTRACTOR) 10401 Linn Station Road, Louisville, KY 40223-3842, and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of 06/29/2012 and Section #14 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires September 30, 2015 and Section 5 provides that the parties may extend the expiration date of the contract.

NOW THEREFORE, the parties agree to amend the Contract as follows (**new language underlined, old language interlined**):

3. COMPENSATION/BILLING

DEPARTMENT shall compensate CONTRACTOR for successful delivery of services, provided pursuant to Section 2, in the following manner:

- A. No Changes.
- B. DEPARTMENT shall pay CONTRACTOR ~~\$5,851.00~~ \$6,202.06 per month for the Victim Notification services (Web) described herein – **not to exceed \$70,212.00** (~~seventy thousand, two hundred twelve and 00/100~~) \$74,424.72 (**seventy four thousand, four hundred twenty four and 72/100**) annually.
- C. No Changes.
- D. No Changes.
- E. No Changes.
- F. No Changes.

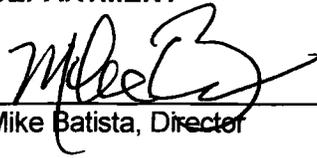
5. TIME OF PERFORMANCE

This Contract shall take effect on October 1, 2012 and shall terminate on September 30, ~~2015~~ 2018, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of **seven (7)** years.

Upon expiration of this Contract, and in the absence of a new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed.

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

DEPARTMENT



Mike Batista, Director



Date

CONTRACTOR

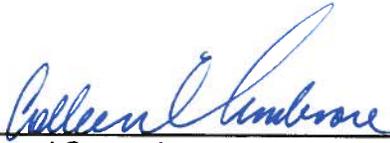


Tom Seigle, Appriss, Inc.

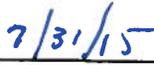


Date

Reviewed for Legal Content by:



Legal Counsel
Department of Corrections



Date

Approved as to Form.



Procurement Officer
State Procurement Bureau

July 22, 2015
(Date)

**CONTRACT AMENDMENT
CONTRACT #COR12-2570T**

THIS CONTRACT AMENDMENT (Amendment #1) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 5 S. Last Chance Gulch, Helena, Montana 59620-1301 and Appria, Inc. (CONTRACTOR) 10401 Linn Station Road, Louisville, KY 40223-3842, and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of 06/29/2012 and Section #14 provides that the parties may modify their agreement in writing; and

NOW THEREFORE, the parties agree to amend the Contract as follows (new language underlined, old language interlined):

2. DUTIES/RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR agrees to provide the following services:

2.1 Specifications.

A.-U. No changes.

V. Agreed upon enhancement, convert the synchronization file from FTP to web services.

a. System and technical requirements

- i. The notification system must be able to accept synchronization data from DEPARTMENT once daily.**
- ii. The CONTRACTOR will use established web services to receive synchronization data.**
- iii. The conversion is to be completed no later than June 30, 2013.**

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

DEPARTMENT

Mike Batista
Mike Batista, Director

1/29/13
Date

CONTRACTOR

Tom Selig
Tom Selig, Appris, Inc.

01-22-2013
Date

Reviewed for Legal Content by: Colleen Samson
Legal Counsel
Department of Corrections

1/17/13
Date

Approved as to Form.

L. Snyder 1/17/13
Procurement Officer (Date)
State Procurement Bureau

Chief Information Officer Approval:

The Contractor is notified that pursuant to section 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project, or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

Janey Lattig 1/24/13
Chief Information Officer (Date)

1. PARTIES

The Montana Department of Corrections (DEPARTMENT) and Appriss, Inc. (CONTRACTOR) enter into this Contract (COR12-2570T). The parties names, addresses, and telephone numbers are as follows:

Montana Department of Corrections (MDOC)
Director's Office
5 S. Last Chance Gulch
PO Box 201301
Helena, MT 59620-1301
(406) 444-3930

Appriss, Inc.
10401 Linn Station Road
Louisville, KY 40223-3842
502-561-8463

DEPARTMENT AND CONTRACTOR, AS PARTIES TO THIS CONTRACT AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:

2. DUTIES/RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR agrees to provide the following services:

2.1 Specifications.

- A. Provide a system that meets all guidelines and standards established by the U.S. Bureau of Justice Assistance (BJA) for Statewide Automated Victim Information and Notification (SAVIN) programs.
- B. Provide a user-friendly automated toll-free telephone registration process available 24 hours a day, seven days a week that allows registrants the choice to self-register for notification using a touchtone telephone following voice-recorded prompts, or register "live" using a rotary, touchtone or cell telephone with the assistance of a call center operator. This automated information and notification system will provide accurate and timely messages to registrants when a change occurs in the custody status of an adult offender under DEPARTMENT supervision. Callers will be able to obtain the current custody status of an offender under DEPARTMENT supervision with or without registering for future notifications. Available information will include the offender's current custody status (prison, prison alternative, probation or parole), the location of the offender (facility location or city in which the offender is supervised on probation or parole), scheduled release dates, and the month of any scheduled parole hearings. Registrants may choose to register for email, text messaging, or telephone notification, or any combination they choose. All notifications will be sent by CONTRACTOR to registrants in the manner chosen by the registrant.
- C. Provide an established and maintained call center 24 hours a day, seven days a week, staffed by operators who are employed by the CONTRACTOR. Operators must be trained to (a) hear concerns of victims in crisis and respond immediately in a manner that conveys trust and competence; (b) report the current custody status of any adult offender under DEPARTMENT supervision, (c) upon request from the caller, provide referrals to Montana crisis centers and other community victim services, and (d) assist callers in the use of the victim information and notification system. The call center must be accessible with a toll-free number to anyone within the United States and be capable of TTY method of notification/communication for the hearing impaired.
- D. Provide a user-friendly public website available twenty-four (24) hours a day, seven (7) days a week that allows registrants to access the current custody status of any adult offender under DEPARTMENT supervision, self-register for notification, and view a tab containing Montana-

specific victim services information. CONTRACTOR will promptly update the information upon request of DEPARTMENT staff. Registrants may choose to register for email, text messaging, or telephone notification or any combination they choose.

- E. Transfer and update offender information from the Offender Management System or OMS to the CONTRACTOR with updates to take place at intervals mutually agreed upon by the CONTRACTOR and DEPARTMENT, including near real time.
- F. Notify registrants 24 hours a day, seven days a week when an emergency custody status change occurs. Emergencies include offender escape or a facility crisis that could pose an immediate safety risk to victims and/or the public, such as a fire, inmate uprising/riot, act of war or terrorism, or natural disaster. Emergency notifications must begin within 15 minutes of when the CONTRACTOR's call center receives the emergency information from DEPARTMENT. Emergency notifications must continue every 30 minutes when a failed connection occurs, every two (2) hours when a valid connection occurs but a valid PIN is not entered or until the registrants have entered a valid pin or a period of twenty four (24) hours expires.
- G. Provide an override feature that allows DEPARTMENT staff to trigger an immediate emergency notification.
- H. Provide a global notification procedure whereby all registrants can be notified about unusual situations that affect their safety or security.
- I. Provide an "exception" process whereby CONTRACTOR can delay notifications if an unusually high number (150) of outgoing notifications queue up. The definition of a high number of outgoing notifications will be reevaluated based on offender movements.
- J. Notify registrants about non-emergency custody offender status changes between 7 a.m. and 9 p.m. seven days a week. Call patterns will be mutually agreed upon by CONTRACTOR and DEPARTMENT staff.
- K. Provide a Personal Identification Number (PIN) mechanism, or equivalent, for registrants to confirm and stop calls once they have received notifications.
- L. Provide samples of notification scripting that invite victims' trust and demonstrate that the CONTRACTOR understands victims' unique needs for safety and security, confidentiality, and accurate, timely offender information.
- M. Ensure incoming calls to the call center are not placed on hold or in a caller queue for an extended period of time. DEPARTMENT defines an extended period of time as anything longer than 15 seconds.
- N. Establish and maintain a secure administrative web portal that allows select DEPARTMENT staff to enroll registrants for notification. This site will also provide statistics and audit reports on all notification calls that the system processes. Every message is logged to provide assurance of the system's performance.
- O. Provide a survey tool that the DEPARTMENT can use to gauge user satisfaction.
- P. Work with DEPARTMENT's victim program manager and Information Technology (IT) staff to
 - a. learn about DEPARTMENT facilities, offender population, and Montana's unique victim notification needs, and

- b. promptly resolve problems ranging from interpersonal communications to technical issues.
- Q. Provide strategies for educating the public and training DEPARTMENT staff and other Montana victim service providers in the use of the notification system.
- R. CONTRACTOR shall provide DEPARTMENT with onsite training two separate times during the first twelve (12) months of the contract period and at least one time per year in subsequent years of the contract period - at times and locations as mutually agreed upon by both parties. CONTRACTOR shall also provide on-going, web-based training to DEPARTMENT staff and non-DEPARTMENT program managers and volunteers who collaborate with DEPARTMENT to provide education and services to crime victims in Montana.
- S. Provide DEPARTMENT-specific printed and electronic public education and training materials annually as follows: up to 4,000 brochures and 100 posters that describe how to access and register for the notification system; up to 50 training DVDs for DEPARTMENT and county victim/witness advocates, and 100 pens with the DEPARTMENT system logo for promotional purposes.
- T. Participate in telephone conference calls with the DEPARTMENT victim programs manager and Information Technology (IT) staff on a mutually agreed upon schedule up to twice monthly.
- U. Within six (6) hours of an identified issue, the CONTRACTOR will report all concerns, breakdowns, and other issues to designated DEPARTMENT contacts.

2.2 System and technical requirements

- A. The notification system must be able to accept offender movement and correctional status changes from DEPARTMENT at regular intervals throughout the day, seven days a week.
- B. The CONTRACTOR will use web services to exchange the correctional status events utilizing XML conformant to the NIEM XML schema for this exchange. The web service must conform to SOAP standard for implementing web services and use W3C XML Schema validation to verify the data payload conforms to the NIEM standard.

2.3 CONTRACTOR Requirements. The CONTRACTOR agrees:

- A. That offender data provided to the vendor for the purpose of notification to registrants remains the property of DEPARTMENT and will not be used for any other purposes without the written permission of the DEPARTMENT.
- B. That information provided by registrants for notification purposes remains the property of DEPARTMENT and will not be used for any purpose. The vendor must make available to registrants, at the time of registration, a privacy statement that details the use of registrant information.
- C. To achieve at least a 99.95 percent redundant process, as required by BJA standards, to avoid any downtime due to hardware, software, or power outage issues.
- D. To provide uninterrupted service in the event of a long-term power outage, natural disaster, or hardware failure at CONTRACTOR facilities.

- E. To provide a notification system implemented on established, proven technology platforms that most users will readily accept, including user-friendly screens and navigation, sound data navigation rules and error messages that maintain system quality.
- F. To provide security features that will:
 - a. prevent unauthorized individuals from accessing any information pertaining to registrants, or state information; and
 - b. ensure that data transmission, processing, and storage are secure; and have the capability to back up records stored electronically and prevent unauthorized access to, or amendment of, these records.

2.4 Transition/Start up

DEPARTMENT and CONTRACTOR agree to the Deliverables Timetable (Attachment A) submitted by CONTRACTOR and understands that this is an "estimated" schedule that is dependent upon actions of both parties. DEPARTMENT will begin Planning, Analysis and Design on July 9, 2012.

As a result of this new start date, DEPARTMENT acknowledges that it has been notified by CONTRACTOR that the provision of all victim notification services described in this contract may be delayed by approximately one week.

No less than weekly, CONTRACTOR agrees to keep [designated] DEPARTMENT staff informed of all actions that have a direct impact on the Deliverables Timetable. Both parties must mutually agree before changes can be made to the Deliverables Timetable.

3. COMPENSATION/BILLING

DEPARTMENT shall compensate CONTRACTOR for successful delivery of services, provided pursuant to Section 2, in the following manner:

- A. DEPARTMENT shall pay CONTRACTOR a **one-time** fee of **\$25,000.00** for successful completion of the Configuration and Deployment of SMS Text Messaging and a **one-time** fee of **\$45,000.00** for successful completion of Development, Configuration, and Deployment of Probation and Parole notification (Web Services).
- B. DEPARTMENT shall pay CONTRACTOR **\$5,851.00 per month** for the Victim Notification services (Web) described herein – **not to exceed \$70,212.00 (seventy thousand, two hundred twelve and 00/100) annually.**
- C. DEPARTMENT agrees to pay CONTRACTOR within thirty (30) days following receipt of a correct invoice.
- D. DEPARTMENT may withhold payments to CONTRACTOR if CONTRACTOR has not performed in accordance with the terms of this Contract.
- E. The Contract number must be referenced on all invoices and correspondence pertaining to this Contract.
- F. After the initial term of the contract, each renewal term may be subject to a cost adjustment by mutual agreement.

4. AGENCY ASSISTANCE

To the extent possible, CONTRACTOR shall use its own facilities and equipment in providing the services set forth in Section 2. However, the parties recognize that services provided to DEPARTMENT may occur within the confines of a secure correctional facility necessitating the use of DEPARTMENT facilities and equipment including, but not limited to, access to inmate records, work space within a correctional facility, and telephone service (e.g., Montana State Prison and Montana Women's Prison do not allow wireless phones within facility).

5. TIME OF PERFORMANCE

This Contract shall take effect on October 1, 2012 and shall terminate on September 30, 2015, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of seven (7) years.

Upon expiration of this Contract, and in the absence of a new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed.

6. LIAISONS AND NOTICE

- A. Sally Hilander, 5 S. Last Chance Gulch, Helena, MT 59601 (406-444-7461) or successor serves as DEPARTMENT liaison.
- B. Thomas Seigle, 1040 Linn Station Road, Ste 200, Louisville, KY 40223-3842 (800-816-0491 x3907) or successor serves as CONTRACTOR liaison.
- C. All notices and invoices required in this Contract shall be in writing, properly addressed to the liaison in (A) and (B) above, mailed first-class, postage prepaid. All notices sent via U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

7. OWNERSHIP AND PUBLICATION OF MATERIALS

All materials CONTRACTOR develops or utilizes (i.e., reports, spreadsheets, etc.) in performing the services set forth in Section 2 above shall be the sole property of DEPARTMENT.

8. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Neither CONTRACTOR nor its employees are employees of the State. In accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA, Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana. CONTRACTOR shall provide proof of compliance in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and maintain such insurance, exemption, or corporate officer status for the duration of the contract. CONTRACTOR shall submit a copy of all renewals of expired insurance and exemptions to: Department of Corrections, Contracts Management Bureau, Attn: Contracts Manager, PO Box 201301, Helena, MT 59620-1301.

9. HOLD HARMLESS AND INDEMNIFICATION

CONTRACTOR agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of CONTRACTOR'S employees or third parties on account of bodily or personal

injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of CONTRACTOR and/or its agents, employees, representatives, assigns, or subcontractors – except the sole negligence of the State under this agreement.

10. INSURANCE

- A. **General Requirements:** CONTRACTOR shall maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by CONTRACTOR, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Primary Insurance: CONTRACTOR'S insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by DEPARTMENT. At the request of DEPARTMENT either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, and volunteers; or (2) CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Certificate of Insurance/Endorsements: A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages must be received by the Contracts Manager, PO Box 201301, Helena, MT 59620-1301 prior to start of work under this Contract. CONTRACTOR must immediately notify DEPARTMENT of any material change in insurance coverage, such as changes in limits, coverages, policy status, etc. DEPARTMENT reserves the right to require complete copies of insurance policies at all times.

- B. **Specific Requirements for Commercial General Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations; premises owned, leased, occupied, or used.

11. ACCESS AND RETENTION OF RECORDS

CONTRACTOR agrees to provide DEPARTMENT, the Legislative Auditor, or their authorized agents with access to any records necessary to determine Contract compliance (Ref. 18-1-118, MCA). CONTRACTOR agrees to create and retain all records supporting the services rendered and/or supplies delivered for a period of three years after either the completion date of this Contract or the conclusion of any claim, litigation, or exception relating to this Contract taken by the State of Montana or a third party.

12. PUBLIC INFORMATION

CONTRACTOR recognizes that this Contract may be subject to public inspection pursuant to Article 2, § 9 of the Montana Constitution. DEPARTMENT has a limited ability to assert a privacy interest in the subject matter of the Contract particularly with respect to information which is in the nature of a "trade secret" as the phrase is defined in federal law. In any event, CONTRACTOR agrees to hold DEPARTMENT harmless from any injury caused, in whole or in part, by the review of this agreement by an entity authorized to do so pursuant to Article 2, § 9 of the Montana Constitution.

13. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

CONTRACTOR shall not assign, sell, transfer, subcontract or sublet rights, or delegate duties under this Contract, in whole or in part, without the prior written approval of DEPARTMENT. No such written approval shall relieve CONTRACTOR of any obligation of this Contract and any transferee or subcontractor shall be considered the agent of CONTRACTOR. CONTRACTOR shall remain liable as between the original parties to the Contract as if no such assignment had occurred.

14. AMENDMENTS

All amendments to this Contract shall be in writing and signed by the parties.

15. COMPLIANCE WITH LAWS

CONTRACTOR must, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 and ADA Amendments Act of 2008, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by CONTRACTOR subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, CONTRACTOR agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by persons performing the Contract.

16. MEETINGS

CONTRACTOR is required to meet with DEPARTMENT liaison, or designated representatives, to resolve technical or contractual problems that may occur during the term of the Contract or to discuss the progress made by CONTRACTOR and DEPARTMENT in the performance of their respective obligations, at no additional cost to DEPARTMENT. Meetings will occur as problems arise and will be coordinated by DEPARTMENT. CONTRACTOR will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at CONTRACTOR'S option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination.

17. CONTRACTOR PERFORMANCE EVALUATION

During the term of this Contract, DEPARTMENT may evaluate CONTRACTOR'S performance. Prior to completion of the evaluation, CONTRACTOR will be given an opportunity to review the evaluation and provide additional information and/or clarification. CONTRACTOR will also be asked to sign the evaluation document to acknowledge receipt of the document and an opportunity to respond. This Contract may be terminated by DEPARTMENT as a result of said evaluation and documented non-performance. CONTRACTOR Performance Evaluations may be considered in future solicitations and contracts.

18. INTELLECTUAL PROPERTY

The CONTRACTOR retains all ownership rights in the software and all documents, designs, inventions, copyrightable material, patentable and unpatentable subject matter and other tangible materials authored or prepared by the CONTRACTOR (the "Intellectual Property") in connection with the services. Nothing contained herein shall be construed to grant the CONTRACTOR any ownership rights in data supplied by the DEPARTMENT to the CONTRACTOR in connection with this agreement.

19. PATENT AND COPYRIGHT PROTECTION

- A. Third Party Claim. In the event of any claim by any third party against the State that the products furnished under this contract infringe upon or violate any patent or copyright, the State shall promptly notify Contractor. Contractor shall defend such claim, in the State's name or its own name, as appropriate, but at Contractor's expense. Contractor will indemnify the State against all costs, damages, and attorney's fees that accrue as a result of such claim. If the State reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.
- B. Product Subject of Claim. If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then Contractor may, at its option, procure for the State the right to continue using the alleged infringing product, or modify the product so that it becomes non-infringing. If none of the above options can be accomplished, or if the use of such product by the State shall be prevented by injunction, the State will determine if the Contract has been breached.

20. TERMINATION AND DEFAULT

- A. DEPARTMENT may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time CONTRACTOR fails to perform as required in this Contract.
- B. Either party may terminate this Contract without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the Contract shall provide written notice to the other, which notice will establish a termination date not less than 30 days from the date of such notice. The termination of this Contract shall not limit any party's pursuit of remedies provided in this Contract or otherwise available under the laws of the State of Montana.
- C. DEPARTMENT, at its sole discretion, may, without 30 days notice, terminate or reduce the scope of this Contract if available funding is reduced for any reason. If funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract must be canceled. (Ref. 18-4-313(4), MCA).
- D. Failure on the part of either party to perform the provisions of this Contract constitutes default. Default may result in pursuit of a remedy for breach of Contract including, but not limited to, monetary damages or specific performance.

21. CHOICE OF LAW AND VENUE

The laws of Montana govern this Contract. The parties agree that any mediation, arbitration or litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees (Ref. 18-1-401, MCA).

22. LICENSURE

CONTRACTOR agrees to provide copies of current licenses and certifications that register CONTRACTOR and any associates performing under this Contract.

23. INTEGRATION

This Contract contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written Contract, shall be binding or valid. This Contract shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the Contract.

24. SEVERABILITY

A declaration by any court, or any other binding legal source, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

25. COMPLETED CONTRACT

DEPARTMENT cannot disburse any payments under this Contract until a fully executed original Contract is returned to the Department of Corrections, Contracts Management Bureau, PO Box 201301, Helena, MT 59620-1301.

SIGNATURE

DEPARTMENT

Mike Ferriter
Mike Ferriter, Director
Montana Department of Corrections

6.29.12
Date

CONTRACTOR

Thomas Selgje
Thomas Selgje
Appriss, Inc.

6.28.12
Date

Approved for Legal Content by:

Diana L. Koch
Legal Counsel
Department of Corrections

6/27/12
Date

Approved as to Form.

Lisa Snyder 6/27/12
Procurement Officer (Date)
State Procurement Bureau

Chief Information Officer Approval:

The Contractor is notified that pursuant to section 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project, or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

Jimmy Sallegne for Dick Clark CIO 6/25/2012
Chief Information Officer (Date)
Department of Administration

ATTACHMENT A Deliverables Timetable

Key Milestones / Tasks	Owner	Estimated Start Date	Estimated Target Date
Planning			
Contract Awarded	MDOC	6/30/12	6/30/12
Customer Kick-off Meeting	Appriss/MDOC	7/3/12	7/3/12
Analysis & Design			
Review current VINE configuration	Appriss/MDOC	7/3/12	7/3/12
Define and document Probation/Parole data exchange requirements	Appriss	7/3/12	7/20/12
Define and document SMS messages	Appriss	7/3/12	7/20/12
Identify current VINE or interface changes required	Appriss	7/3/12	7/20/12
Development & Testing			
Probation and Parole Interface Development	MDOC	7/20/12	8/24/12
Probation and Parole Script Approval	MDOC	7/20/12	8/1/12
Probation and Parole Implementation	Appriss	8/27/12	9/13/12
Probation and Parole UAT	Appriss/MDOC	9/14/12	9/28/12
Probation and Parole Deployment	Appriss	9/30/12	9/30/12
SMS Script Approval	MDOC	7/20/12	8/1/12
SMS Implementation	Appriss	8/27/12	9/13/12
SMS UAT	Appriss/MDOC	9/14/12	9/28/12
SMS Deployment	Appriss	9/30/12	9/30/12
Deploy identified VINE or interface changes	Appriss	7/20/12	9/30/12
Project Closeout			
Project Signoff	MDOC	10/1/12	10/1/12