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STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

Helen E. Hanks
Commissioner

Robin H. Maddaus
Director

P.O. BOX 1806
CONCORD, NH 03302-1806

603-271-5610 FAX: 1-888-908-6609
TDD Access: 1-800-735-2964
www.nh.gov/nhdoc

May 30, 2018

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

REQUESTED ACTION

Authorize the NH Department of Corrections (NH DOC) to **retroactively** enter into a **sole source** contract with RELX INC d/b/a LEXISNEXIS (LEXISNEXIS®) (VC# 203569), 230 Park Avenue, 7th Floor, New York, NY 10169, in the amount of \$74,250.00, for the provision of On-Line Legal Research Subscription services for the resident tablet solution, effective upon Governor and Executive Council approval for the period of April 1, 2018 through June 30, 2020. 100% Recreation Funds

EXPLANATION

This Contract is **retroactive** due to delays by the contractor to process the required contract documents. This Contract is **sole source** as this contractor is the incumbent provider for the same subscription license solution for the Correctional Law Library thin clients.

The NH Department of Corrections is seeking the continued provision of On-Line Legal Research Subscription services for the resident population of the Department from our current provider LEXISNEXIS®. LEXISNEXIS® delivers the subscription through their proprietary LEXISNEXIS® Prison Solution Subscription flat-fee licenses. The licenses will serve as a legal reference library resource and allow the residents to access on-line law library content via the Department's approved resident tablet solution which is supported by a dedicated, client-only, secure network separate from all State networks.

As LEXISNEXIS® specializes in on-line correctional legal content; this solution provides a secure on-line access to federal and state laws and research material while meeting the resident's rights to access such content.

Respectfully Submitted,

Helen E. Hanks
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

Denis Goulet
Commissioner

May 18, 2018

Helen E. Hanks
Commissioner
Department of Corrections
105 Pleasant Street
Concord, NH 03302-1806

Dear Commissioner Hanks:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with RELX, Inc, of New York, NY, (Vendor #256055), as described below and referenced as DoIT No. 2019-007A.

This contract amendment is to extend the current Law Library Subscription Services used by the incarcerated residents of the NH DOC. The vendor will provide licenses to allow access to online law library content that is accessed by DOC approved client only network devices on a dedicated/secure network separate from all state networks.

This amendment does not require any expenditure of State funds. The service is paid for by the Client Recreation Trust Fund that has been established for such services. The total contract price will not exceed \$74,250.00. The contract period will be retroactive to April 1, 2018 with an end date of June 30, 2020, upon Governor and Executive Council Approval.

A copy of this letter should accompany the Department of Corrections' submission to Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik
2019-007A

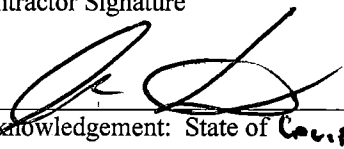
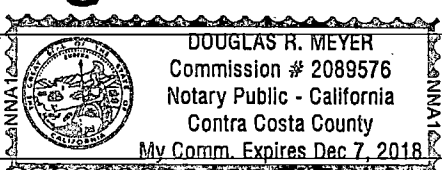
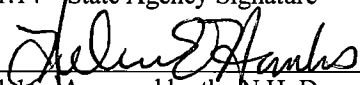
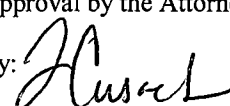
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address P.O. Box 1806, Concord, NH 03302 105 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name RELX, Inc. d/b/a LexisNexis		1.4 Contractor Address 230 Park Avenue, 7 th Fl, New York, NY 10169 P.O. Box 9584, New York, NY 10087-4584	
1.5 Contractor Phone Number (212) 309-8100	1.6 Account Number Recreation Fund	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$74,250.00
1.9 Contracting Officer for State Agency Helen E. Hanks, Commissioner		1.10 State Agency Telephone Number (603) 271-5603	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Anders Ganten Sr. Director, Government	
1.13 Acknowledgement: State of <u>CALIFORNIA</u> , County of <u>CONTRA COSTA</u> On <u>04/25/2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace DOUGLAS R MEYER, NOTARY PUBLIC			
1.14 State Agency Signature  Date: <u>5/31/18</u>		1.15 Name and Title of State Agency Signatory Helen E. Hanks, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/4/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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Denis Goulet
Commissioner

May 18, 2018

Helen E. Hanks
Commissioner
Department of Corrections
105 Pleasant Street
Concord, NH 03302-1806

Dear Commissioner Hanks:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with RELX, Inc, of New York, NY, (Vendor #256055), as described below and referenced as DoIT No. 2019-007A.

This contract amendment is to extend the current Law Library Subscription Services used by the incarcerated residents of the NH DOC. The vendor will provide licenses to allow access to online law library content that is accessed by DOC approved client only network devices on a dedicated/secure network separate from all state networks.

This amendment does not require any expenditure of State funds. The service is paid for by the Client Recreation Trust Fund that has been established for such services. The total contract price will not exceed \$74,250.00. The contract period will be retroactive to April 1, 2018 with an end date of June 30, 2020, upon Governor and Executive Council Approval.

A copy of this letter should accompany the Department of Corrections' submission to Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", written over a horizontal line.

Denis Goulet

DG/ik
2019-007A



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION**

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Helen E. Hanks
Commissioner

Robin H. Maddaus
Director

AGREEMENT FOR LexisNexis® Prison Solution Subscription Services

This Agreement is between the State of New Hampshire, acting by and through the STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS (“State” or “Department”), 105 Pleasant Street, Concord, NH 03301 and RELX, Inc. d/b/a LexisNexis (“Contractor”) or (“LexisNexis”), a Massachusetts Corporation with a place of business at 230 Park Avenue, 7th Floor, New York, NY 10169.

WHEREAS, pursuant to an Agreement for Prison Solutions (“Agreement Aug 2016 ID# 4833-5587-8454”) with an effective date of June 22, 2017 and completion date of March 31, 2018, the State and the Contractor agreed for the Contractor to provide LexisNexis® Prison Solution Subscription Services by providing online legal research content for the residents of the NH Department of Corrections through the use of eighteen (18) terminals/licenses and with additional flat rate licensing for the Global Tel*link (GTL) inmate tablet solution based upon the terms and conditions as specified in the Agreement; and

WHEREAS, the State and Contractor have agreed for LexisNexis to continue the same services as found under Agreement Aug 2016 ID# 4833-5587-8454 through a retroactive Agreement for Prison Solutions (“Agreement SLGovt-Ltr-Contract Renewal-Prison Solutions Order – Sept 2010 ID# 4815-6870-5543) to January 1, 2018, by modifying the agreed upon Supplemental Terms (“Terms & Conditions for Use of the Online Services, April 11, 2016) as found in Items 1-3 to Exhibit C of this document; and

WHEREAS, the State and the Contractor are seeking to enter into “Agreement SLGovt-Ltr-Contract Renewal-Prison Solutions Order – Sept 2010 ID# 4815-6870-5543 retroactive to April 1, 2018 through June 30, 2020; and

WHEREAS, “Prison Solution Subscription Services” is herein known as “Online Services”, “online legal research content” is herein known as “Materials”, and “inmates or residents” are herein known as “Eligible Persons or Authorized Users”.

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

EXHIBIT A

SCOPE OF SERVICES

1. **Term of Agreement:** The Term of Agreement shall become effective on the date the Agreement (P-37 v. 5/8/15) is signed by the State Agency or "Effective Date" for the continuation of retroactive online legal research content services from April 1, 2018 and ends on the "Completion Date" on June 30, 2020 for a period of twenty-seven (27) months.

2. **NH Department Service Terminal Locations:**

	Facility Name	Location	IP Address or Subnet
1.	NH Correctional Facility for Women (NHCF-W)	Goffstown, NH	
2.	NH State Prison for Men (NHSP-M)	Concord, NH	
3.	Northern NH Correctional Facility (NCF)	Berlin, NH	
4.	NH Correctional Facility for Women (NHCF-W) ¹	Concord, NH	

3. **Product(s) "Online Inmate Access":**

Item	Preferred Pricing Materials	Source/Menu #	Shepards
1.	NH Practice	1011552	
2.	Matthew Bender National	1012260	
3.	NH Enh w/full fed	1011636	Yes
4.	**Nat Primary Plus	1011510	Yes

4. **Terminals:** Material is delivered through a secure non-internet single external hard drive updated quarterly. Total amount of terminals shall be eighteen (18) across all three sites (NHCF-W, NHSP-M and NCF).

EXHIBIT B

METHOD OF PAYMENT AND CONTRACT PRICE

The following is a description of the contract price and method of payment for the delivery of LexisNexis® Prison Solution Subscription Services.

1. Online Access Order Period: April 1, 2018 to June 30, 2020;
2. Monthly Online Services Cost: \$2,750.00;
3. Monthly Services will be billed with net 30 terms;
4. Original invoices shall be submitted by the contractor to the NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302;
5. Upon an approved invoice, the NHDOC, Bureau of Financial Services, may remit payment within thirty (30) days;
6. Remit to Address: RELX, Inc. d/b/a LexisNexis, P.O. Box 9584, New York, NY 10087-4584; and
7. Total estimated contract price shall not exceed seventy-four thousand two hundred and fifty dollars (\$74,250.00).

¹ The Department is currently building a new NH Correctional Facility for Women behind the existing NH State Prison for Men's facility in Concord, NH; services will be transitioned to the new facility once opened by the Department.

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EXHIBIT C

SPECIAL PROVISIONS

The following is a description of special provisions for the delivery of LexisNexis® Prison Solution Subscription Services.

1. LexisNexis Services General Terms & Conditions for Use of the Online Services, April 11, 2016, Section 2. Access to Services, Paragraph 2.1. If there is a conflict between the defined term Authorized Users in Section 2.1 of the General Terms & Conditions and Section 1.1 (on page 6) of the Order for Prison Solutions Agreement (“Order”), signed by the Customer on October 30, 2014 and June 22, 2017, then Section 1.1 of the Order shall control.
2. Amend LexisNexis Services Terms & Conditions for Use of the Online Services, April 11, 2016, Section 2. Access to Services, Paragraph 2.5 by deleting: “You agree to indemnify, defend, and hold LN harmless for any and all claims, damages, costs, fines and expenses that LN may incur as a result of you or your Authorized Users' use of the Folders or any content uploaded to the Folders, excluding LN Materials.”
3. Amend LexisNexis Services Terms & Conditions for Use of the Online Services, April 11, 2016, Section 5. Miscellaneous, Paragraph 5.8 by deleting: “This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of New York regardless of the law that might otherwise apply under applicable principles of conflicts of law.” and inserting in its place “This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire regardless of the law that might otherwise apply under applicable principles of conflicts of law.”
4. Amend Form P-37 v. 5/8/15, General Provisions, Section 3., Effective Date/Completion of Services, paragraph 3.2., by deleting “ If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.”
5. Amend For P-37 v.5/8/15, Personnel, Section 7, by deleting paragraph 7.2 in its entirety and replaced as follows:

“Unless otherwise authorized in writing, during the term of the Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not knowingly hire any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive the termination of this Agreement.”

6. Amend For P-37 v.5/8/15, Data/Access/Confidentiality/ Preservation, Section 9, by deleting paragraph 9.2 in its entirety.
7. Amend For P-37 v.5/8/15, Indemnification, by deleting Section 13 in its entirety and replaced as follows:

“Contractor represents and warrants that it has the right and authority to make its online services and materials available to the State as authorized expressly by its subscription agreement.”

“If there is a breach of the warranty above, then Contractor at its option and expense, shall either defend or settle any action and hold State harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the online services or materials, asserted against State by such third party provided: (i) all use of the online services and materials was in accordance with the subscription agreement; (ii) the claim, cause of action or infringement

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

was not caused by State modifying or combining the online services or materials with or into other products or applications not approved by Contractor; (iii) the State gives Contractor prompt notice of any such claim; and (iv) State gives Contractor the right to control and direct the investigation, defense and settlement of each such claim, subject to State laws and regulators. The State, at Contractor's expense, shall reasonably cooperate with Contractor in connection with the foregoing.”

“In addition to the above, if the online services or the operation thereof become, or in the opinion of Contractor are likely to become, the subject of a claim of infringement, Contractor may, at its option and expense, either: (i) procure for State the right to continue using the online services, (ii) replace or modify the online services so that they become non-infringing, or (iii) terminate the subscription agreement on notice to the State and grant the State a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.”

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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



SIGNATURE PAGE TO AGREEMENT FOR: LEXISNEXIS® PRISON SOLUTION SUBSCRIPTION SERVICES.

STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

By: [Signature]
Name: Helen E. Hanks
Title: Commissioner
Date:

RELX, INC. D/B/A LEXISNEXIS

By: [Signature]
Name:
Title:
Date: Anders Ganten
Sr. Director, Government

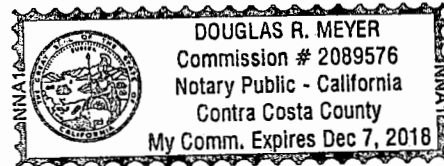
STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

On this 25TH day of APRIL 2018, before me, DOUGLAS R MEYER, the undersigned officer, personally appeared ANDERS GANTEN, known to me (or satisfactorily proven) to be the person whose name is signed above and acknowledged that he executed this document in the capacity indicated above.

In witness thereof, I hereto set my hand and official seal.

[Signature]
Notary Public/Justice of the Peace



My Commission Expires: 12/07/2018

Approval by N.H. Attorney General
(Form, Substance and Execution)

Date

[Signature]

Approved by the N.H. Governor and Executive Council

6/4/18
Date

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

State of New Hampshire

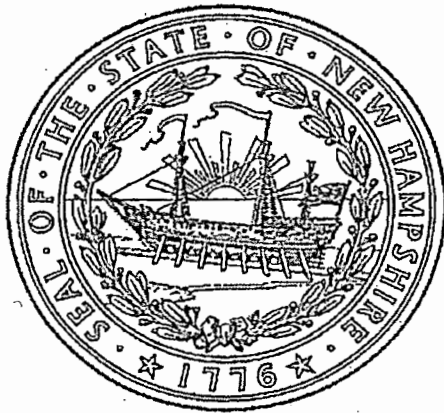
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RELX INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on June 26, 1989. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 141898

Certificate Number : 0004029442



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of March A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner

Secretary of State

Business Information

Business Details

Business Name: RELX INC.	Business ID: 141898
Business Type: Foreign Profit Corporation	Business Status: Good Standing
Business Creation Date: 06/26/1989	Name in State of Incorporation: RELX INC.
Date of Formation in Jurisdiction: 06/26/1989	
Principal Office Address: 230 Park Ave, seventh floor, New York, NY, 10169, USA	Mailing Address: 1105 North Market Street Suite 501, Wilmington, DE, 19801, USA
Citizenship / State of Incorporation: Foreign/Massachusetts	
	Last Annual Report Year: 2018
	Next Report Year: 2019
Duration: Perpetual	
Business Email: renee.simonton@relx.com	Phone #: NONE
Notification Email: NONE	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / PUBLISHING; ELECTRONIC INFORMATION SERV.	

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

Name: C T Corporation System

Registered Office Address: 9 Capitol Street, Concord, NH, 03301, USA

Registered Mailing Address: Not Available

Trade Name Information

Business Name	Business ID	Business Status
LEXIS-NEXIS GROUP (/online/BusinessInquire/TradeNameInformation? businessID=104568)	322934	Expired
LEXIS PUBLISHING (/online/BusinessInquire/TradeNameInformation? businessID=106174)	322933	Expired
LEXISNEXIS GROUP (/online/BusinessInquire/TradeNameInformation? businessID=146401)	478508	Active
HEINEMANN, A DIVISION OF REED PUBLISHING (USA) (/online/BusinessInquire/TradeNameInformation? businessID=299725)	185025	Expired
LEXIS-NEXIS (/online/BusinessInquire/TradeNameInformation? businessID=319586)	267280	Expired
Reed Exhibitions (/online/BusinessInquire/TradeNameInformation? businessID=433518)	615637	Active
LexisNexis (/online/BusinessInquire/TradeNameInformation? businessID=450735)	624352	Active
State Net (/online/BusinessInquire/TradeNameInformation? businessID=570119)	743604	Active

Trade Name Owned By

Name	Title	Address
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State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LEXISNEXIS is a New Hampshire Trade Name registered to transact business in New Hampshire on January 07, 2010. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 624352

Certificate Number : 0004029441



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of March A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name: LEXISNEXIS	Business ID: 624352
Business Type: Trade Name	Business Status: Active
Expiration Date: 1/7/2020	Last Renewal Date: Not Available
Business Creation Date: 01/07/2010	Name in State of Formation: Not Available
Date of Formation in Jurisdiction: 01/07/2010	
Principal Office 2 Newton Place S350, Address: Newton, MA, 02458, USA	Mailing Address: NONE
Business Email: NONE	Phone #: NONE
Notification Email: NONE	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / publishing	

Page 1 of 1, records 1 to 1 of 1

Trade Name Information

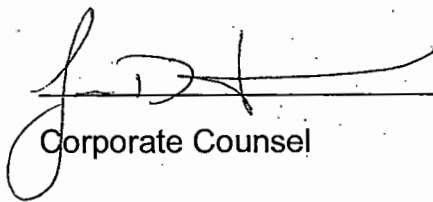
Business Name	Business ID	Business Status
---------------	-------------	-----------------

Trade Name Owned By

Name	Title	Address
RELX Inc. (/online/BusinessInquire/TradeNameInformation? businessID=40714)	Business	Good Standing

CERTIFICATE OF AUTHORITY

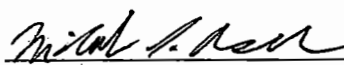
I, Jon Holt, certify that I am a corporate counsel for the LexisNexis division of RELX Inc., a corporation duly organized and in good standing in the Commonwealth of Massachusetts; and that Anders P. Ganten has the authority to execute legally binding documents on behalf of LexisNexis, a division of the RELX Inc. in connection with certain contract for services with the State of New Hampshire and that such authority is in full force and effect on the date hereof.

By: 
Corporate Counsel

STATE OF OHIO]
] SS:
COUNTY OF MONTGOMERY]

On this 19 day of Apr. 2018, before me personally came Jon Holt, whose signature appears above, to me known, and known to me to be a corporate counsel for RELX Inc., the corporation described in and which executed the above certificate, who being by me duly sworn did depose and say that he, the corporate counsel of said corporation resides in Montgomery County, Ohio.




Notary Public
MICAH S ASCH, Notary Public
In and for the State of Ohio
My Commission Expires Nov. 2, 2020

Statement of Attestation

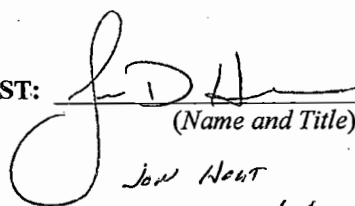
I, Jon Holt, hereby certify that I am a corporate counsel for the LexisNexis division of
(Name)

RELX Inc. a corporation duly organized and in good standing in the Commonwealth of Massachusetts;
and that Anders P. Ganten has the authority to execute legally binding documents on behalf of LexisNexis, a
division of RELX Inc. in connection with certain contracted services with the State of New Hampshire, acting
through the NH Department of Corrections and that such authority is in full force and effect as of April 19, 2018,
the date of the execution of the Certificate of Authority, and has not been amended or repealed and remains in full
force and effect as of the date, April 25, 2018, of the Form P-37, (version 5/8/15) was executed by Anders Ganten,
Senior Director, Government.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the
person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the
corporation.

DATED: 5-14-18

ATTEST: _____


(Name and Title)

Jon Holt
Director and Senior Corporate Counsel
New Hampshire, a division of RELX INC.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/07/2018

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

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

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office One Federal Street Boston MA 02110 USA	CONTACT NAME:		
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105	
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED LexisNexis a division of RELX Inc. 230 Park Ave. 7th Floor New York NY 10169 USA	INSURER A:	Zurich American Ins Co	16535
	INSURER B:	ACE American Insurance Company	22667
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570070395928 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			OGLG24876512	01/01/2018	01/01/2019	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
							Liquor Liability Lim	\$1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	837684519	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

Certificate No : 570070395928

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 State of New Hampshire is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Department of Corrections PO Box 1806 Concord NH 03302 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast Inc.</i>
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**RENEW YOUR LEXISNEXIS® PRISON SOLUTION
ORDER NOW BY SIGNING THIS LETTER AGREEMENT**

Thank you for using LexisNexis as your provider of legal research materials for correctional facilities. We are dedicated to giving you efficient and cost-effective solutions, including the *Shepard's®* Citations Service.

Currently you are using the LexisNexis services pursuant to the Prison Solution Order (the "Order") that allows you to use selected information relevant to your needs in exchange for a fixed monthly commitment. The Order offers you access to comprehensive content and ease-of-use. However, your LexisNexis service under this Order will expire soon.

By signing below, you may extend the term for the following period at the monthly commitment rate indicated below:

Customer Name:	New Hampshire DOC	Account Number:	3222B3375
-----------------------	-------------------	------------------------	-----------

	Extension Period		Monthly Commitment	
Beginning	<u>4/1/2018</u>	to	<u>6/30/18</u>	\$ 2,750
Beginning	<u>7/1/18</u>	to	<u>6/30/19</u>	\$ 2,750
Beginning	<u>7/1/19</u>	to	<u>6/30/20</u>	\$ 2,750

Customer hereby certifies that they have _____ number of terminals

This letter agreement shall also serve as your acceptance of the new General Terms & Conditions for Use of the Online Services set forth at www.lexisnexis.com/terms/general. For the purposes of this letter the parties agree to amend the General Terms & Conditions as follows:

- (a) If there is a conflict between the defined term Authorized Users in Section 2.1 of the General Terms & Conditions and Section 1.1 (of the Order for Prison Solutions Agreement ("Order")), signed by the Customer on June 22, 2017, then Section 1.1 of the Order shall control.
- (b) The following sentence is deleted from Section 2.5: "You agree to indemnify, defend, and hold LN harmless for any and all claims, damages, costs, fines and expenses that LN may incur as a result of you or your Authorized Users' use of the Folders or any content uploaded to the Folders, excluding LN Materials."
- (c) In Section 5.8 of the General Terms & Conditions, "New York" is replaced with "New Hampshire".

These changes will be effective on 4/1/18. Except as expressly stated above, all other terms of the Order will remain unchanged and unaffected by this letter agreement.

If you have any questions about your new rate or would like to see a comparison of other pricing options, please contact me, your account representative, at:

Kyle Rea
Client Mgr--Corrections
O: 513 420 7423
Toll Free: 866 293 4261
F: 866 960 4757
kyle.rea@lexisnexis.com

If you agree with the new monthly commitment and extended term, then please print this message, provide the information requested for the total number of terminals/licenses/locations then sign and date. Upon completion, return the signed letter agreement to me at the fax number listed above. In order for these changes to be effective on the date listed above, please sign and return this letter agreement no later than the 20th of April.

If you do not respond to this letter, please be advised that the Order will expire at the end of the current commitment period and you will no longer receive updated materials.



Customer Name: New Hampshire DOC
Authorized Signature: *Helen E. Hanks*
Print Name: Helen E. Hanks
Title: Commissioner
Date: 4/10/18