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STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

Helen E. Hanks
Commissioner

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

Robin H. Maddaus
Director

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

May 19, 2021

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

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections (NHDOC) to enter into a contract with Sentinel Offender Services, LLC (VC # 226892), 1290 N. Hancock Street, Suite 103, Anaheim, CA 92807, in the amount of \$39,000.00, for the provision of Offender Electronic Monitoring Services, effective upon Governor and Executive Council approval for the period beginning July 1, 2021 through June 30, 2024, with the option to renew for one (1) additional period of up to two (2) year(s) subject to Governor and Executive Council approval. 100% General Funds.

Funds are available in the following account, District Offices, as follows: 02-46-46-464010-8302-102-500731, and are anticipated to be available upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

Sentinel Offender Services, LLC

Account	Description	FY 2022	FY 2023	FY 2024
02-46-46-464010-8302-102-500731	District Offices	13,000.00	13,000.00	13,000.00
Total Contract Amount:				\$ 39,000.00

EXPLANATION

Electronic monitoring is an offender supervision tool that incorporates risk and need assessment, case-specific supervision planning, service delivery and compliance with the mandated conditions of release. To meet the varied offender supervision and monitoring needs of the Department's Administrative Home Confinement (AHC) program, Sentinel Offender Services, LLC can provide a variety of monitoring options: Basic Radio Frequency (RF), Basic Radio Frequency Cellular (RFC), Basic Radio Frequency and Breath Alcohol, Global Positioning Satellite (GPS) and Stand-Alone Breath Alcohol Monitoring services.

Basic radio frequency electronic monitoring consists of a transmitter in the form of an ankle bracelet and a receiver which the ankle bracelet is attached to the participant's ankle and the receiver is placed in the participant's home. The transmitter communicates two-way continuous signaling with the receiver during the predetermined times the offender is scheduled to be at home. The receiver communicates via the home telephone line to the monitoring center any and all violations. The transmitters are tamper-proof and water resistant. If a participant does not have a residential/landline telephone, the participant can be offered an RFC electronic monitoring option for an additional cost which utilizes the same technology as the basic RF. To track the whereabouts of a participant any time or anywhere, a GPS monitoring system can be used with passive, intermediate or active monitoring. This unit utilizes a unique hybrid of GPS and cellular technology, which allows it to use cellular triangulation to track the participant even in impaired environments where traditional GPS units lose signal. Stand-alone breath alcohol monitoring provides scheduled, random and/or on-demand breath alcohol tests and is available in

a landline or cellular-enabled models with an integrated camera to confirm identity of the tester. All devices are designed specifically for continuous, real-time electronic monitoring supported by the contractor's central computer system located at its secure monitoring center and can report a participant's unauthorized departure, whether a device has been tampered with, or detect a low battery.


The daily monitoring costs for basic radio frequency monitoring will be \$5.00, radio frequency cellular (RFC) monitoring will be \$5.25, basic radio frequency and breath alcohol monitoring will be \$8.25, global positioning system (GPS) monitoring will range from \$6.00 to \$7.75 based upon the required level of monitoring (Passive, Intermediate or Active), which will be assessed on a case by case basis, and stand-alone breath alcohol monitoring services will be \$7.00.

As the individuals participating in the AHC program pay the cost of the electronic monitoring services directly to the contractor, this request would allow the NHDOC the ability to provide payment, throughout each State fiscal year, for AHC services for approximately seven (7) indigent participants for 365 days. This will allow suitable participants who would otherwise remain incarcerated to be released to AHC, thus helping to minimize the State's cost of incarceration.

A Request for Proposal (RFP) was posted on the NHDOC website: <http://www.nh.gov.nhdoc/business/rfp.html> for seven (7) consecutive weeks and the NHDOC notified six (6) potential vendors of the RFP posting. As a result of the issuance of the RFP, two (2) potential vendors, responded by submitting a proposal. After the evaluation of the proposals, in accordance with the RFP Terms and Conditions, the NHDOC awarded the Contract, in the amount of \$39,000.00, to incumbent, Sentinel Offender Services, LLC.

This RFP was scored utilizing a consensus methodology by a three (3) person evaluation committee for the purposes of preserving the privacy of the evaluators. The evaluation committee consisted of the NHDOC employees: Robert A. Oxley, Director, Division of Field Services, David L. Cady, Deputy Director, Division of Field Services and Dennis Fitton II, Program Specialist IV, Division of Professional Standards.

Respectfully Submitted,


Helen E. Hanks
Commissioner



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Director

RFP Bid Evaluation and Summary
Correctional Electronic Monitoring Services
NHDOC 21-07-GFDFS

Proposal Receipt and Review:

- Proposals will be reviewed to initially determine if minimum submission requirements have been met. The review will verify that the proposal was received before the date and time specified in the request for proposal. Failure to meet minimum submission requirements will result in the proposal being rejected and not included in the evaluation process.
- The Department will select a group of personnel to act as an evaluation team. Proposals will not be publicly opened. Proposal information will be disclosed to the evaluation committee members only.
- The Department uses a consensus scoring methodology to evaluate submitted Proposals. The Department reserves the right to waive any minor irregularities as that it considers not material to the proposal.
- The RFP does not commit the Department to award a Contract. The Department reserves the right to reject any and all Proposals; to cancel the RFP; and to seek new proposals under a new solicitation process.

Proposal Evaluation Criteria:

- Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements of the evaluation criteria. Specific criteria are:
 - a. Technical Proposal – 55 points
 - b. Cost Proposal – 45 points
- Awards will be made to the responsive Vendor(s) whose proposals are deemed to be the most advantageous to the State, taking into consideration all evaluation factors in section F of NHDOC 21-07-GFDFS RFP.
 - a. Contract(s) may be awarded to a Bidder submitting a response that demonstrates the required capabilities and approach as identified in the RFP and does not reduce the current functions of the Department.

Evaluation Team Members:

- a. Robert A. Oxley, Director of Field Services, NH Department of Corrections
- b. David L. Cady, Deputy Director, Field Services, NH Department of Corrections
- c. Dennis R. Fitton II, Program Specialist IV, Professional Standards, NH Department of Corrections

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



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 Director

RFP Scoring Matrix
Correctional Electronic Monitoring Services
NHDOC 21-07-GFDFS

Respondents:

- Sentinel Offender Services, LLC
 Anaheim, CA

Scoring Matrix Criteria:

- Proposals were evaluated based on the proven ability of the respondents to satisfy the provisions set forth in the Scope of Services in the most technical and cost-effective manner.
 1. Technical Proposal – 55 points
 2. Cost Proposal – 45 points

NHDOC 21-07-GFDFS RFP Scoring Matrix			
<i>Evaluation Criteria</i>	<i>RFP Weight Point Value</i>	Sentinel Offender Services, LLC	Recovery Monitoring Services
<i>Technical Proposal</i>			
<i>Organizational Capability</i>	30	28	26
<i>Organizational Approach to Performance</i>	25	24	22
<i>Cost Proposal</i>	45	45	39
Total	100	97	87

Contract Award:

- Sentinel Offender Services, LLC
 1290 North Hancock Street
 Suite 103
 Anaheim, CA 92807

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RFP Evaluation Committee Member Qualifications
Correctional Electronic Monitoring Services
NHDOC RFP 21-07-GFDFS

Robert Oxley, BS, Director of Field Services:

Mr. Oxley is the Director of Field Services for the New Hampshire Department of Corrections (NHDOC), responsible for overseeing the Probation and Parole offices throughout the State of New Hampshire. He has served in this role since October 2019. Within Field Services, there is a central office housing the administration of the Division, and eleven district offices across the State, with eleven Chief Probation Parole officers and 63 Probation Parole officers. Mr. Oxley has a B.S. in Criminal Justice from Westfield State University. Prior to taking the position of Director of Field Services, Mr. Oxley started his career as a police officer in the State of New Hampshire for eight years, and then went on to serve as a Special Agent with the Federal Bureau of Investigation for 22 years, in Washington D.C., Quantico VA, and Boston, MA.

David L. Cady Deputy Director, Division of Field Services, NH Department of Corrections:

Mr. Cady has served as the Deputy Director for the Division of Field Services since July 2020. In this role, he serves and directs all central office activities in the areas of collections, Interstate Compact, fugitives and develops, maintains and leads the Division's training programs. In addition, Mr. Cady assists in preparing and monitoring the Division's budget, developing legislation including participating in legislative hearings. Mr. Cady serves as acting Director for the Division to fulfill all responsibilities in the absence of the Director. Prior to this role Mr. Cady was a Chief Probation/Parole Officer for 18 years and a Probation/Parole Officer for 5 years. Mr. Cady was awarded, a BS in Psychology in Human Services from Lyndon State College.

Dennis R. Fitton II, Program Specialist IV, NHDOC Division of Professional Standards:

Mr. Fitton has served as the Program Specialist for the Division of Professional Standards since September 2018. In this role, he conducts operational and administrative audits ensuring local, State, Federal and Departmental Rules and Policies are adhered to, recommending Corrective Actions when needed. In this role, Mr. Fitton also prepares NHDOC Administrative Rules and represents the Department during Joint Legislative Committee hearings on Administrative Rules. Prior to this role, Mr. Fitton was a long time member of the NH Army National Guard. Additionally, he has worked as a member of the Security Staff at the NH State Prison for Men (NHSP-M), within the Division of Community Corrections as a Corrections Officer and as the Sergeant of a housing unit, serving the Department for nearly a decade. Mr. Fitton was awarded an AS in Criminal Justice from NHTI as well as a BS in Homeland Security from UNH.



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Robert A. Oxley
Director

RFP Bidders List
Correctional Electronic Monitoring Services
NHDOC 21-07-GFDFS

Alcohol Monitoring Systems, Inc.
d/b/a Scram Systems
Lou Sugo
VP of Sales & Marketing
1241 West Mineral Ave
Suite 200
Littleton, CO 80120
(o) 800-557-0861
(o) 303-785-7821
(e) lsugo@scramsystems.com
(w) www.scramsystems.com

Attenti
1838 Gunn Highway
Odessa, FL 33556
(o) 831-749-5454
(e) contact@attentigroup.com
(w) www.attentigroup.com

BI Incorporated
Ruth Skerjanec
VP Financial Planning
6265 Gunbarrel Avenue
Suite B
Boulder, CO 80301
(o) (800) 241-2911
(e) Ruth.Skerjanec@bi.com
(w) www.bi.com

Securus Monitoring Solutions
5353 W Sam Houston Parkway N
Suite 190
Houston, TX 77041
(o) 832-553-9500
(f) 832-553-9530
(w) www.securusmonitoring.com

Sentinel Offender Services, LLC
Mark Contestabile, Chief Business Development
Officer
Mike Dean, VP of Strategic Sales
1290 North Hancock Street
Suite 103
Anaheim, CA 92807
(o) 800 496 4882
(e) mdean@sentineladvantage.com
(w) www.sentineladvantage.com

TrackGroup
5th Avenue Station
200 E. 5th Avenue
Suite 100
Naperville, IL 60563
(o) 877-260-2010
(e) info@trackgrp.com
(w) www.trackgrp.com

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

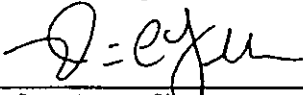
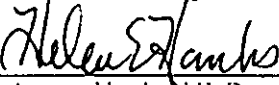
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address 105 Pleasant Street, Concord, NH 03301 P.O. Box 1806, Concord, NH 03302	
1.3 Contractor Name Sentinel Offender Services, LLC		1.4 Contractor Address 1290 North Hancock Street, Suite 103, Anaheim, CA 92807	
1.5 Contractor Phone Number 800.589.6003	1.6 Account Number 02-46-46-464010-102-500731	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$39,000.00
1.9 Contracting Officer for State Agency Robert A. Oxley		1.10 State Agency Telephone Number 603-271-5647	
1.11 Contractor Signature  Date: 04/05/2021		1.12 Name and Title of Contractor Signatory Dennis Fuller, Chief Financial Officer	
1.13 State Agency Signature  Date: 5/21/2021		1.14 Name and Title of State Agency Signatory Helen E. Hanks, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Takmina Rakhmatova</u> On: <u>5/21/2021</u>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials DFJ
 Date 04/05/2021

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

9. TERMINATION.

9.1. Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

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

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, 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.

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials



Date 04/05/2021

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

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

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

*State of NH, Department of Corrections
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Special Provisions, Exhibit A

1. FORM NUMBER P-37 (version 12/11/2019)

“To modify the Form P-37, General Provisions, Section 14. Insurance, paragraph 14.3, by changing the second to last sentence of the clause to read: “Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions.”

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Scope of Services, Exhibit B

1. Purpose

The purpose for this contract is to seek statewide Correctional Electronic Monitoring Services for the NH Department of Corrections' probationers and parolees, by providing twenty-four/seven (24/7), 365 days a year, supervision and continuous monitoring of offenders and verify an offender's presence or absence at a specified location during specific time periods. The Contractor shall report unauthorized absences, late returns, equipment malfunctions and tampering to a central computer system with occurrences reported to the NH Department of Corrections in accordance with the level of monitoring service, as mutually agreed upon between the Contractor and the Department.

Requested services shall include rental equipment to probationers and parolees, reporting, ancillary training, program management and support to enforce curfews, scheduling, established prohibited and/or restricted areas, and assess and monitor offender movement within the community.

The goals of the NH Department of Corrections are to acquire reliable and cost effective electronic monitoring services with options for alcohol testing and global positioning system (GPS) capabilities: passive, intermediate and active. The NH Department of Corrections requires the use of a continuous monitoring system with transmitter device (bracelet, cell phone, etc.) and home monitoring units with the following options: basic Radio Frequency (RF) service, alco-sensor testing and global positioning system. Available technologies will be considered including but not limited to radio frequency monitoring, voice verification systems, in-home alcohol monitoring devices, field location devices, page alert systems, GPS or any alternative equipment that provides a range of monitoring functions.

As this program is offender funded, offenders shall be responsible for maintaining telephone service at their monitored location. Services shall be provided through a rental system to probationers and parolees. The cost of the rental shall include all costs, including monitoring, equipment, maintenance, replacement parts, repair, training, phone charges, shipping, storage, installation, warranty, contractor associated costs for employees, monitoring facility to include equipment for the facility, and any and all other ancillary charges associated with the provision of electronic monitoring as a per unit cost offender basis. Offenders are expected to pay up to two (2) weeks of services in advance.

2. Performance Period

Contract(s) awarded by the Governor and Executive Council (G&C) on behalf of the NH Department of Corrections is anticipated to be effective upon Governor and Executive Council approval for the period beginning July 1, 2021 through June 30, 2024. The Department may extend contracted services for one (1) additional period of up to two (2) years, contingent upon satisfactory Contractor performance, Commissioner approval, continued appropriation and G&C approval.

3. Administrative Home Confinement Population

Daily population of electronic monitoring cases averages at approximately 20-50.

- 3.1. Case averages shall not commit the NH Department of Corrections to either a maximum or minimum amount of projected usage that is based on past usage and anticipated future usage.
- 3.2. The specific number for each device may be increased or decreased at any given time depending upon need of specific equipment.

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4. General Electronic Monitoring System Requirements

- 4.1. The Contractor shall be responsible for providing all equipment, maintenance of equipment services, collecting fees from offenders at no cost to the Department of Corrections.
- 4.2. The Contractor shall be responsible for installation of transmitters and electronic monitoring units.
- 4.3. The Contractor shall provide a system of continuous signaling; radio frequency based transmitter and receiver monitoring, random calling monitoring capability, e-mail and/or telephone notification capability.
- 4.4. The Contractor shall provide a system that can communicate between individual transmitters/receivers and the central computer. All monitoring equipment and accessories shall be designed specifically for electronic monitoring and shall not be an adaptation of readily and commercially available products.
- 4.5. The monitoring equipment shall be easily attached to an offender.
- 4.6. The Contractor shall provide a central computer system to be located at a secure facility, capable of receiving, storing and disseminating the data generated by the monitoring equipment. It shall also provide a reliable and secure means of transmitting data between the central computer and the offenders' monitoring equipment.
- 4.7. Staffing shall be provided by the Contractor at its monitoring center to continuously monitor the computer system twenty-four (24) hours a day, seven (7) days a week, 365 days a year, in order to promptly detect unauthorized absences, late arrivals, equipment malfunctions, tampering and respond to inquiries from the NH Department of Corrections.
- 4.8. The Contractor shall provide the necessary on-site training, essential manuals for equipment and system operations, on-going support to the NH Department of Corrections employees and follow up training and support as needed and requested by the Department.
- 4.9. The Contractor shall detail the following logistical processes: delivery of equipment; coordination of inventory with the NH Department of Corrections; enrollment process of the offenders; changes in offender curfew schedules and maintenance of equipment, repairs, upgrades and replacement.
- 4.10. The Contractor shall be the sole responsible party for the cost of replacement for lost and damaged equipment, if the offender does not make restitution. The Contractor shall maintain equipment and inventory in proper working condition.
- 4.11. The Contractor shall repair and/or replace defective or malfunctioning parts and/or equipment immediately after the notice or knowledge of a malfunction or failure that may impede or interrupt the provision of electronic monitoring.
- 4.12. All types of monitoring units must operate in conjunction with each other and be compatible with each other.
- 4.13. New technology options shall have the capability of two-way communication, historical tracking, extended battery life and automated analysis of data functionality.
- 4.14. Contractors may be asked to demonstrate components of their system (either monitoring units or ability to input data) prior to a Contract being awarded.

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5. Central Monitoring Center Computer System

The Contractor shall provide a central monitoring computer system capable of automatically initiating and receiving telephone calls to/from the offenders' location to communicate with the offender and the monitoring equipment.

5.1. Minimum requirements:

- 5.1.1. Monitoring system shall be single use facility located at a secure office location/venue and equipped with a functional alarm system.
- 5.1.2. Monitoring system shall be staffed twenty-four (24) hours a day, seven (7) days a week, 365 days a year.
- 5.1.3. Monitoring system shall be operated by Contractor staffed employees devoted to providing electronic monitoring services.
- 5.1.4. Monitoring system shall have a secondary power, uninterruptible back up power-supply, which shall enable the computer system to continue running at full capacity of operation in the event of a power outage.
- 5.1.5. Monitoring system shall provide for an orderly back up of data at least once a day to prevent data loss due to system failure to include a description of procedures to back up of data.
- 5.1.6. Monitoring system shall be capable of continuously initiating, receiving and storing all calls and voice responses of the offender and data sent by the receiver dialer, together with the date and time of each occurrence. All voice responses shall be permanently recorded on tape for later playback and analysis for substance abuse, unusual responses and additional identification. All data shall be continuously stored electronically with print out capability on line in real time and later shall be printable in various report formats as required and/or requested by the NH Department of Corrections.
- 5.1.7. Monitoring system shall be equipped with sufficient number of workstations and operators to accommodate the data entry, changes, report printing and other functions without disrupting the monitoring process.
- 5.1.8. Monitoring system shall have the ability to perform random calling within at least six (6) different curfew periods per day on a customized schedule for each offender. In the event that an offenders' unauthorized absence is reported by the radio frequency portion of the system, the computer system must have an automatic call back feature and provide immediate and one hundred (100) percent accurate verification that the offender is or is not present.
- 5.1.9. Monitoring system shall be capable of retaining relevant information for each offender, including but limited to: (1) name (2) address (3) phone number (4) equipment serial numbers (5) name of case Probation and Parole Officer (6) and any other information deemed necessary by the NH Department of Corrections.
- 5.1.10. Monitoring system shall have an alert system so that the Contractor's monitoring center shall notify the NH Department of Corrections by telephone or email of any unauthorized absences, late arrivals and equipment malfunctions and tampering upon occurrence indicating the offenders' name, unit number and violation type as agreed to and arranged by the NH Department of Corrections.
- 5.1.11. The Monitoring system shall be able to generate reports as required and requested by the NH Department of Corrections.

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6. Monitoring Equipment

6.1. Minimum requirements:

- 6.1.1. Structural Components/Features:** Transmitter shall be small, lightweight and easily installed on the offender's ankle or wrist with minimal training and experience of the installer:
- List size, weight, installation procedure and time, special tools required, also procedure and time for replacing straps;
 - The strap and any required fasteners must not be available to the general public either commercially or through any mail order outlet;
 - Transmitter shall be shock resistant, water and moisture proof, and function reliably under normal atmospheric and environmental conditions; and
 - Transmitter shall be hypoallergenic and not pose a safety hazard or unduly restriction for activities of the offender.
- 6.1.2. Federal Communications Commission (FCC):** Transmitter shall comply with all applicable Federal Communications Commission rules and regulations and must be registered with the FCC.
- List FCC registration number.
- 6.1.3. Radio Signal:** Transmitter shall send an individually coded signal that has a range of approximately one-hundred fifty (150) feet.
- Transmitter coded radio signal shall not be the same as any commercially available product and shall be designed to discourage tracing and duplication of the signal by a participant or an accomplice.
- 6.1.4. Radio Frequency Range:** Transmitter shall not interfere or be interfered with radio transmitters normally used by police/corrections officials, law enforcement, emergency services, electronic security systems, or other radio devices.
- Identify transmitter operating radio frequency range.
- 6.1.5. Programmability:** Transmitter must be field programmable.
- 6.1.6. Passive Offender Identifier:** Transmitter shall have a totally passive offender's identifier unit which shall be used to automatically, immediately and accurately confirm its presence when a telephone call to the location is initiated by the central computer system.
- 6.1.7. Battery Features:** Transmitter shall be battery powered and have a one (1) year minimum continuous operating life without need for battery recharging or replacement.
- List battery shelf life, operating life, and how battery is replaced; and
 - Batteries powering the transmitter shall be easily replaced in the field and shall not require replacement of either the transmitter or the receiver/monitor in the home.
- 6.1.8. Tamper Resistant Features:** Transmitter must be capable of being securely attached to the offender in such a manner in which efforts to tamper with or remove the device are detectable. The strap and circuitry within the transmitter must enable the transmitter to immediately notify the central computer (when in range of the receiver) of any tamper attempt or removal from the offender. This would include severing the strap or removal of the transmitter without severing the strap.
- 6.1.9. Tamper Resistant Features:** Transmitter must be capable of being securely attached to the offender in such a manner in which efforts to tamper with or remove the device are detectable. The strap and circuitry within the transmitter must enable the

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transmitter to immediately notify the central computer (when in range of the receiver) of any tamper attempt or removal from the offender. This would include severing the strap or removal of the transmitter without severing the strap.

- The transmitter shall transmit a specific "Tamper" signal immediately when it has been tampered with;
- If tampered with out of range of the receiver, the tamper signal shall still be present and recorded by the receiver when the transmitter returns within range of the receiver; and
- The tamper signal shall continue to be transmitted to the central computer until reset by authorized agency personnel.

6.1.10. Operation of Tamper Resistant Features: Contractor shall identify the following:

- How tamper resistant features operate;
- What conditions or circumstances a false tamper alarm shall be produced;
- Known instances where an offender has defeated the resistant feature; and
- Ability and how to reset the tamper feature.

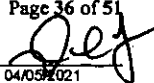
7. Receiver/Dialer/Monitor

7.1. Minimum requirements:

- 7.1.1. **FCC:** The receiver/dialer/monitor shall comply with all applicable FCC Part 15 and 68 regulations and shall be registered with the FCC.
 - List FCC registration number.
- 7.1.2. **Installation:** Receiver/dialer/monitor shall be capable of being easily attached and/or installed to the offender's telephone and telephone outlet using standard RJ11-C modular telephone connector jack or plug.
 - Describe method of installation and time involved.
- 7.1.3. **Transmitter Signal Features:** Receiver/dialer shall accept and activate reporting activities only from the unique signal of the corresponding transmitter attached to offender.
- 7.1.4. **Power Features:** Receiver/dialer shall be powered by 110 volt AC line current, with an internal battery back-up capable of providing a minimum of sixteen (16) hours of continuous operating power in the event of a 110 AC power loss.
- 7.1.5. **Internal Clock/Memory:** Receiver/dialer shall contain an internal clock and a memory to store and time stamp data in the event that telephone communication with the central computer is disrupted.
- 7.1.6. **Alerts:** Receiver/dialer shall be capable of seizing a telephone line when not in use, and deliver courtesy "alert beeping tones" on a line in use; in order to initiate communications with the central computer system.
- 7.1.7. **Radio Signal:** Receiver/dialer shall be capable of receiving the radio signal from the offender's transmitter within the specified range of approximately one hundred and fifty (150) feet without undue obstruction from metallic objects or interference from house hold electronic equipment.
- 7.1.8. **Health and Safety Features:** Receiver/dialer shall not pose any health or safety hazard to the offender or others in their close proximity and shall function reliably under normal environmental and atmospheric conditions.
- 7.1.9. **Surge Protector:** Surge protectors shall be built-in or provided for incoming power and telephone lines which are designed in accordance with the receiver/dialer's

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manufacture's recommendations to be fully compatible with the proposed receiver/dialer equipment.

7.1.10. **Detection Features:** Receiver/dialer shall be able to detect the following events and immediately communicate them to the central computer with the time of occurrence.

- Arrival of transmitter within range of the receiver/dialer;
- Departure of transmitter out of range of the receiver/dialer (subject to a present time interval);
- Cutting or removal of the transmitter attachment strap from the participant;
- Loss or restoration of 110 AC power;
- Tampering with receiver/dialer including attempts to gain unauthorized access to the internal mechanism;
- Disconnection and restoration of telephone service (disconnection must be communicated as soon as service is restored);
- Attempts to simulate or duplicate the radio signal by a device other than participant's own transmitter;
- Attempts to simulate or duplicate the offender's transmitter signal and immediately report this to the central computer system.

7.1.11. **Non-Activity Communication Feature:** Receiver/dialer shall automatically communicate with the central computer at preset intervals with a maximum of six (6) hours or less, if no offender activity is detected. This shall present status reports and to indicate that it is connected and functioning properly.

8. Maintenance and Repair Services

8.1. Minimum requirements:

- 8.1.1. Contractor shall maintain all equipment and spare parts in good operating condition and shall provide prompt repair, replacement and service;
- 8.1.2. Contractor shall maintain all equipment and spare parts in good operating condition and shall provide prompt repair, replacement and service;
- 8.1.3. Contractor shall be the responsible party for the cost of replacement of lost and damaged equipment, if the offender does not make restitution;
- 8.1.4. Contractor shall maintain equipment in proper working condition; and
- 8.1.5. Contractor shall be responsible for paying all postage or shipping for sending and/or return of units for initial placement, servicing or repair for the life of the Contract and any renewal Contract thereof.

9. Support Services

Contractor shall provide a free telephone hot line support/service center. Each service/support location must have the ability to electronically access the system for the purposes of performing remote diagnostics.

10. Warranty Information

- 10.1. Contractor shall warranty their equipment for rental to offenders due to manufacturing defects, defective or malfunctioning parts and/or complete product failure.
- 10.2. Contractor shall repair and/or replace defective equipment immediately after the notice or knowledge of a malfunction or failure that may impede or interrupt electronic monitoring.

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11. Inventory

Contractor shall maintain an inventory of equipment and devices sufficient to meet the needs of the required Scope of Services and maintain inventory in proper working condition.

12. Curfew Schedules

Contractor shall have the ability to accommodate changes in curfew schedules without disrupting electronic monitoring services.

13. Security and Data Integrity

13.1. Contractor shall certify that it maintains a drug free work place environment to ensure workplace safety and integrity during the life of the Contract and any renewal contractor thereof. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request of the NH Department Corrections.

13.2. Contractor shall certify the prevention of unauthorized access to computer terminal and restriction on access to or modification of data.

13.3. Contractor shall safeguard the prevention of unauthorized access by telephone lines or modems.

14. Training

Contractor shall be responsible for training the NH Department of Corrections staff at no cost to the Department.

14.1. The Contractor shall provide the necessary on-site training, essential manuals for equipment and system operations, on-going support to the NH Department of Corrections employees and follow up training and support as needed and requested by the Department.

14.2. Training may include programs on Contractor policies and procedures that will be beneficial in training new Probation and Parole Officers of the Department.

15. Indigent Probationer and Parolee Participation

The Contractor agrees to provide monitoring services for indigent offenders free of charge and shall provide one (1) free unit for every eight (8) accounts.

16. General Service Provisions

16.1. NH Department of Corrections Contact: The Director of Field Services or designee shall be the point of contact for the Contractor.

16.2. Contractor Tools and Equipment: The Contractor must furnish the required tools and equipment inclusive of computer hardware necessary to provide the requested services of the Contract. Any tools, containers and vehicles that Contractor needs to provide the required services must be inventoried before entering and leaving the facility and are subject to search by NH Department of Corrections security staff at any and all times while on NH Department of Corrections facility grounds.

16.3. Rules and Regulations: The Contractor agrees to comply with all Policy, Procedure and Directives of the NH Department of Corrections. The Contractor shall adhere to the Department's Administrative Rules, Conduct and Confidentiality of Information policies.

16.4. Contractor Employee Information: The NH Department of Corrections will notify Contractor(s) the procedures to obtain background checks for all Contractor employee providing services for the NH Department of Corrections.

16.4.1. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks of all potential Contractor and/or sub-contractor(s) employees to determine eligibility status.

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- 16.4.2. The NH Department of Corrections will notify the Contractor of any potential Contractor and/or sub-contractor(s) employee who does not comply with the criteria identified in 16.4.3., below.
- 16.4.3. In addition, the Contractor and/or sub-contractor(s) shall not hire employees meeting the following criteria:
- Individuals convicted of a felony shall not be permitted to provide services;
 - Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
 - Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;
 - Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of New Hampshire without review by the NH Department of Corrections prior to hire;
 - Individuals with a history of drug diversion;
 - Individuals who were a former State of NH employee and/or former contract employee that was dismissed for cause;
 - Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and
 - The NH Department of Corrections may not permit individuals related to relatives of currently incarcerated felons to provide services without prior approval of the NH Department of Corrections.
- 16.4.4. Individuals with a record of misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offenses(s) and review of the criminal record history by the Director of Field Services or designee of the corresponding facility requiring services.
- 16.4.5. Licenses, Credentials and Certificates: The Contractor and its staff shall possess the licenses, credentials and/or certification required by law and regulations to provide the required Correctional Electronic Monitoring Services.
- 16.4.6. Qualified Technicians/Personnel: The Contractor shall have in their employ a sufficient number of qualified technicians/personnel to conduct the required scope of service.
- 16.4.7. Admittance: The NH Department of Corrections may, at its sole discretion, remove from or refuse admittance to any Department facility any person providing services under a contract without incurring penalty or cost for exercising this right. The Contractor shall be responsible for assuring that the services that the person(s) so removed or denied access are delivered.

17. Administrative Rules, Policies, Regulations and Policy and Procedure Directives

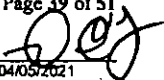
Contractor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's) to include but not limited to PPD 371 (formerly 5.08): *Staff Personal Property Permitted In and Restricted from Prison Facilities*. Additional information can be located as a separate link:
http://www.nh.gov/nhd0c/business/rfp_bidding_tools.htm

18. Prison Rape Elimination Act (PREA) of 2003

Contractor shall comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and

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standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards, which may require an outside independent audit. Additional information can be located as a separate link:

http://www.nh.gov/nhd0c/business/rfp_bidding_tools.htm

19. Protected Health Information (PHI)

Contractor shall safeguard any and all PHI according to the terms of the Health Information Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments.

In performing its obligations under the Contract, the Contractor may gain access to information of the patients, including confidential information or Patient Health Information (PHI). The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Contractor's performance under the Contract.

The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the patient that becomes available to the Contractor in connection with its performance under the Contract. In the event of unauthorized use of or disclosure of the patient's information, the Contractor shall immediately notify the NH Department of Corrections.

All financial, statistical, personnel and/or technical data supplied by NH Department of Corrections to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this Contract and may result in contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

20. Health Portability and Accountability Act (HIPAA) – Not Applicable

The Contractor agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services. Additional information can be located as a separate link: http://www.nh.gov/nhd0c/business/rfp_bidding_tools.htm

21. Criminal Justice Information Services (CJIS) Security Policy – (Not Applicable)

The essential premise of the CJIS Security Policy is to provide appropriate controls to protect the full lifecycle of CJI, whether at rest or in transit. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI. This Policy applies to every individual contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity with access to, or who operate in support of,

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criminal justice services and information. Contractor shall comply with the CJIS policy and is located as a separate link: http://www.nh.gov/nhd0c/business/rfp_bidding_tools.htm.

22. Change of Ownership

In the event that the Contractor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or, its successors or, assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.

23. Contractor Designated Liaison

Contractor shall designate a representative to act as a liaison between the Contractor and the Department of Corrections for the duration of the Contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the name, title, address, telephone & fax number, of its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.

23.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.

23.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.

23.3. Changes to the named Liaison by the Contractor must be made in writing and forwarded to NH Department of Corrections, Director of Field Services, or designee, P.O Box 1806, Concord, NH 03302.

24. Contractor Liaison's Responsibilities

Contractor's designated liaison shall be responsible for:

24.1. Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such a representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof.

24.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof.

24.3. Receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract and any renewals thereof; and

24.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues, which may arise.

25. NH Department of Corrections Contract Liaison Responsibilities

NH Department of Corrections' Commissioner, or designee, shall act as liaison between the Contractor and the NH Department of Corrections for the duration of the Contract and any renewals thereof. The NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. The NH Department of Corrections representative shall be responsible for:

25.1. Informing the Contractor of any discretionary action taken by the NH Department of Corrections pursuant to the provision of the Contract.

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- 25.2. Representing the NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent the NH Department of Corrections regarding all aspects of the Contract, subject to the approval of the Governor and Executive Council of the State of New Hampshire; where needed.
- 25.3. Monitoring compliance with the terms of the Contract.
- 25.4. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the time frames specified by the Contract.
- 25.5. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues, which arise.

26. Reporting Requirements

NH Department of Corrections shall, at its sole discretion:

- 26.1. Request the Contractor to provide proof of any and all licenses/certifications to perform/provide the requested Correctional Electronic Monitoring Services as required authorities having local, state and/or federal jurisdiction at any time during the life of the Contract and any renewals thereof.
- 26.2. All material developed or acquired by the Contractor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of the NH Department of Corrections.
- 26.3. Contractor shall report Probation and Parolee variances to include but not limited to unauthorized absences, late returns, equipment malfunctions and tampering to a centralized computer system. The Contractor shall report such occurrences to the NH Department of Corrections in accordance with the level of monitoring service, as mutually agreed upon between the Contractor and the NH Department of Corrections.
- 26.4. Reports shall include but not limited to:
 - 26.4.1. Reports for cost of services by facility, quantity, unit cost and extended cost;
 - 26.4.2. Reports for investigative purposes; and
 - 26.4.3. Breakdown of invoices at the discretion of the NH Department of Corrections.
- 26.5. Contractor shall report offender variances to include but not limited to unauthorized absences, late returns, equipment malfunctions and tampering to a centralized computer system. The Contractor shall report such occurrences to the NH Department of Corrections in accordance with the level of monitoring service, as mutually agreed upon between the Contractor and the NH Department of Corrections.
- 26.6. Any reports and/or information requested by the NH Department of Corrections forwarded to NH Department of Corrections, Director of Field Services, or designee, P.O. Box 1806, Concord, NH 03302.
- 26.7. It is the intent of the NH Department of Corrections to work with the Contractor so that the Contractor can provide any reporting requirements that meets the Department's needs.

27. Performance Evaluation

NH Department of Corrections shall, at its sole discretion monitor and evaluate the Contractor's compliance with the Terms and Conditions and adherence to the Scope of Services of the Contract for the life of the Contract and any renewals thereof.

*State of NH, Department of Corrections
Correctional Electronic Monitoring Services
CONTRACT NHD0C 21-07-GFDFS*

28. Performance Measures

NH Department of Corrections shall, at its sole discretion:

- 28.1. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action.
- 28.2. Terminate the Contract as permitted by law, if the NH Department of Corrections determines that the Contractor:
 - 28.2.1. Does not comply with the terms of the Contract.
 - 28.2.2. Has lost or has been notified of intention to lose their certification/licensure/permits.
 - 28.2.3. The Contractor shall fully coordinate the performance activities of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the NH Department of Corrections as requested by the Department throughout the effective period of the Contract.

29. Bankruptcy or Insolvency Proceeding Notifications

- 29.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the NH Department of Corrections immediately.
- 29.2. Upon learning of the actions herein identified, the NH Department of Corrections reserves the right at its sole discretion to either cancel the Contract in whole or in part, or, re-affirm the Contract in whole or in part.

30. Embodiment of the Contract

In the event of a conflict in language between the documents referenced below, the provisions and requirements set forth and/or referenced in the negotiated document noted in 30.1.1. shall govern. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Proposer's Proposal and/or the result of a Contract.

30.1. Order of Precedence:

- 30.1.1. NH Department of Corrections Contract Agreement NHD0C 21-07-GFDFS
- 30.1.2. NH Department of Corrections RFP NHD0C 21-07-GFDFS
- 30.1.3. Proposer's Response to RFP NHD0C 21-07-GFDFS

31. Cancellation of Contract

NH Department of Corrections may cancel the Contract at any time for breach of contractual obligations by providing the Contractor with a written notice of such cancellation. Should the NH Department of Corrections exercise its right to cancel the Contract, the cancellation shall become effective on the date as specified in the Notice of Cancellation sent to the Contractor.

- 31.1. The NH Department of Corrections reserves that right to terminate the Contract without penalty or recourse by giving the Contractor a written notice of such termination at least sixty (60) days prior to the effective termination date.
- 31.2. The NH Department of Corrections reserves the right to cancel this Contract for the convenience of the State with no penalties by giving the Contractor sixty (60) days' notice of said cancellation.

*State of NH, Department of Corrections
Correctional Electronic Monitoring Services
CONTRACT NHD0C 21-07-GFDFS*

32. Contractor Transition

NH Department of Corrections, at its discretion, in any Contract or renewals thereof, resulting from this RFP, may require the Contractor to work cooperatively with any predecessor and/or successor Contractor to assure the orderly and uninterrupted transition from one Contractor to another.

33. Audit Requirement

Contractor agrees to comply with any recommendations arising from periodic audits on the performance of the Contract, providing that the recommendations do not require unreasonable hardship, which would normally affect the value of the Contract.

34. Notification to the Contractor

NH Department of Corrections shall be responsible for notifying the Contractor of any policy or procedural changes affecting the contracted services at least thirty (30) days before the implementation of such policy or procedure. The Contractor shall implement the changes on the date specified by the Department.

35. Other Contractual Documents Required by the NH Department of Corrections

Form Number P-37 (version 12/11/19); Certificate of Good Standing (COGS); Certificates of Authority/Vote; Certificate of Insurance; Administrative Rules, Rules of Conduct, Confidentiality of Information Agreements; PREA Acknowledgement Form and ALT-W9 Registration shall be applicable for the requested contracted activities and, for the exception of the COGS, are located as a separate link on the NH Department of Corrections website: http://www.nh.gov/nhd0c/business/rfp_bidding_tools.htm with instructions found in the Proposal Check Sheet.

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*State of NH, Department of Corrections
Correctional Electronic Monitoring Services
CONTRACT NHD0C 21-07-GFDFS*

Estimated Budget/Method of Payment, Exhibit C

1. Estimated Budget (Cost Proposal)

Contractor shall describe and attach any and all pricing terms and conditions that may affect any resulting Contract.

- 1.1. Service Fee Schedule Period: July 1, 2021 through June 30, 2024 with an option to renew for one (1) additional period of up to two (2) years, only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.
- 1.2. Costs shall reflect per day, per offender per unit rental and per unit costs shall not include units not in use.
- 1.3. Price for services, price per unit, includes the cost of all services to include but not limited to: monitoring, equipment, maintenance, repair, replacement parts, training, phone charges, shipping, contractor associated costs for employees, monitoring facility and equipment for the facility and any and all other ancillary charges associated with the provision of electronic monitoring on a peroffender basis.
- 1.4. Offers below shall not commit the NH Department of Corrections to use such and/or all product services.

Item	Description	Original Contract Period Unit Cost/Per Day/Per Offender			Optional Renewal Contract Period Unit Cost/Per Day/Per Offender	
		SFY 2022	SFY 2023	SFY 2024	SFY 2025	SFY 2026
1.4.1.	Basic Radio Frequency (RF)					
(a)	Basic Radio Frequency Monitoring	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
(b)	Basic Radio Frequency and Breath Alcohol Monitoring	\$8.25	\$8.25	\$8.25	\$8.25	\$8.25
(c)	Basic Radio Frequency Cellular	\$5.25	\$5.25	\$5.25	\$5.25	\$5.25
1.4.2.	Global Positioning System					
(a)	Passive Monitoring	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00
(b)	Intermediate Monitoring	\$6.35	\$6.35	\$6.35	\$6.35	\$6.35
(c)	Active Monitoring	\$7.75	\$7.75	\$7.75	\$7.75	\$7.75
Please enter the same information, below, for any additional and optional units offered.						
1.4.3.	Stand Alone Breath Alcohol Monitoring	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00
1.4.4.	Other (please specify) <u>GPS with Breath Alcohol</u>	\$10.75	\$10.75	\$10.75	\$10.75	\$10.75
1.4.5.	Other (please specify) <u>SCRAM CAM</u>	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00

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

Division of Field Services

Page 45 of 51
Contractor Initials *Duf*
Date 04/05/2021

*State of NH, Department of Corrections
Correctional Electronic Monitoring Services
CONTRACT NHD0C 21-07-GFDFS*

2. Method of Payment

- 2.1. Services are to be invoiced monthly, if applicable, commencing thirty (30) days after the start of service. Due dates for monthly invoices will be the 15th following the month in which services are provided.
- 2.2. Invoices shall be sent to the NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302. or designee, for approval. The "Bill To" address on the invoice shall be: NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302.
- 2.3. The NH Department of Corrections may adjust the payment amount identified on a Contractor's monthly invoice. The NH Department of Corrections shall suspend payment to an invoice if an invoice is not submitted in accordance with the instructions established by the NH Department of Corrections.
- 2.4. The NH Department of Corrections Bureau of Financial Services may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall contain the following information:
 - 2.4.1. Invoice date and number;
 - 2.4.2. Description of services rendered;
 - 2.4.3. Date of service;
 - 2.4.4. Facility served; and
 - 2.4.5. Quantity, Unit Cost and Extended Cost.
- 2.5. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618W.

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State of New Hampshire

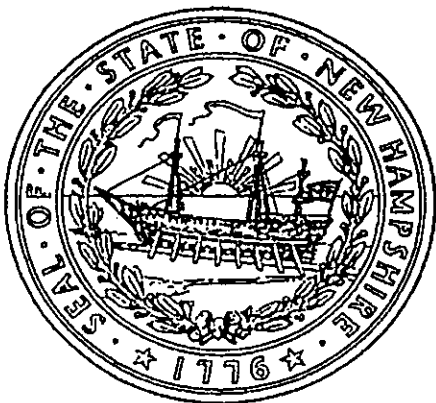
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SENTINEL OFFENDER SERVICES, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on October 25, 2000. 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: 356859

Certificate Number : 0005367172



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of May A.D. 2021.

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

William M. Gardner
Secretary of State



State of New Hampshire
Department of State
2021 ANNUAL REPORT

Filed
Date Filed: 1/12/2021
Effective Date: 1/12/2021
Business ID: 356859
William M. Gardner
Secretary of State

BUSINESS NAME: SENTINEL OFFENDER SERVICES, LLC
BUSINESS TYPE: Foreign Limited Liability Company
BUSINESS ID: 356859
STATE OF FORMATION: Delaware

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
1290 N Hancock St Suite 103 Anaheim, CA, 92807, USA	1290 N Hancock St Suite 103 Anaheim, CA, 92807, USA

REGISTERED AGENT AND OFFICE
REGISTERED AGENT: CORPORATION SERVICE COMPANY (150560)
REGISTERED AGENT OFFICE ADDRESS: 10 Ferry Street S313 Concord, NH, 03301, USA

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
OTHER / SERVICES RELATED TO THE PROBATION PROCESS	

MANAGER / MEMBER INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Robert A Contestabile	201 Technology Dr., Irvine, CA, 92618, USA	Manager
Robert A Contestabile	201 Technology Dr., Irvine, CA, 92618, USA	Manager
Robert Contestabile	1290 N Hancock St Suite 103, Anaheim, CA, 92807, USA	Manager
Robert A Contestabile	201 Technology Dr., Irvine, CA, 92618, USA	Member
Mark Contestabile	1290 N Hancock St, Suite 103, Anaheim, CA, 92807, USA	Member

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Title: Manager

Signature: Robert A Contestabile

Name of Signer: Robert A Contestabile

Certificate of Authority # 1

(Corporation or LLC- Non-specific, open-ended)

Corporate Resolution

I, Julie Hunt hereby certify that I am duly elected Secretary of
(Name)

Sentinel Offender Services, LLC . I hereby certify the following is a true copy of a
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on January
(Month)

19, 20 21 at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)

Mark Contestabile, Chief Business Development Officer
VOTED: That Dennis Fuller, Chief Financial Officer (may list more than one person) is duly
(Name and Title)

authorized to enter into contracts or agreements on behalf of Sentinel Offender Services, LLC
(Name of Corporation or LLC)

with the State of New Hampshire and any of its agencies or departments and further is authorized to
execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of
April 5, 2021 the date of the contract to which this certificate is attached. 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. To the extent that there are any
limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire,
all such limitations are expressly stated herein.

DATED: 5/13/2021

ATTEST: Julie Hunt Secretary
(Name and Title)

Julie Hunt, Secretary/Human Resource Director



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/02/2021

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 Insurance Services West, Inc. Irvine CA Office 17875 Von Karman Avenue, Suite 300 Irvine CA 92614 USA	CONTACT NAME: PHONE (A/C. No. Ext): (949) 608-6300 FAX No.: (949) 608-6459
	E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE	
INSURER A: Indian Harbor Insurance Company	NAIC # 36940
INSURER B: ACE American Insurance Company	22667
INSURER C: The Travelers Indemnity Co of CT	25682
INSURER D:	
INSURER E:	
INSURER F:	

Holder Identifier:

COVERAGES CERTIFICATE NUMBER: 570086252035 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown as requested	
							LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ESG005075303	10/11/2020	10/11/2021	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
							SUP/Outdustble	\$20,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$1,000 Comp Dnd <input checked="" type="checkbox"/> \$1,000 Cap Dnd			BA-6N64505A-20-43-G	10/11/2020	10/11/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
							Collision Coverage D	\$1,000
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION			SXS005292302	10/11/2020	10/11/2021	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	DIY-ER
							EL EACH ACCIDENT	
							EL DISEASE-EA EMPLOYEE	
							EL DISEASE-POLICY LIMIT	
B	E&O-PL-Primary			EONG25669344005 SIR applies per policy terms & conditions	10/11/2020	10/11/2021	Prof'l Liability Each	\$3,000,000
							Cyber Limit	\$3,000,000
							Media Limit	\$3,000,000

Certificate No : 570086252035

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

CERTIFICATE HOLDER The NH Department of Corrections PO Box 1806 Concord NH 03302 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>
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AGENCY CUSTOMER ID: 570000014523
 LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY AON Risk Insurance Services West, Inc.		NAMED INSURED Sentinel offender Services, LLC	
POLICY NUMBER See Certificate Numbe 570086252035			
CARRIER See Certificate Numbe 570086252035	NAIC CODE	EFFECTIVE DATE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
					(MM/DD/YYYY)	(MM/DD/YYYY)		
	AUTOMOBILE LIABILITY							
C				BA-6N64505A-20-43-G	10/11/2020	10/11/2021	Comprehensive Covera	\$1,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/03/21

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, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	CONTACT NAME: Aon Risk Services, Inc of Florida PHONE (A/C, No, Ext): 800-743-8130 FAX (A/C, No): 800-522-7514 EMAIL ADDRESS: ADP.COI.Center@Aon.com														
INSURED ADP TotalSource DE IV, Inc. 10200 Sunset Drive Miami, FL 33173 L/C/F Sentinel Offender Services, LLC 1290 N HANCOCK ST ANAHEIM, CA 92807	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : New Hampshire Ins Co</td> <td>23841</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : New Hampshire Ins Co	23841	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : New Hampshire Ins Co	23841														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER: 3238369** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
		<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
		<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 027115074 NH	07/01/20	07/01/21	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 All worksite employees working for SENTINEL OFFENDER SERVICES, LLC, paid under ADP TOTALSOURCE, INC's payroll, are covered under the above stated policy.

CERTIFICATE HOLDER THE NH DEPARTMENT OF CORRECTIONS P.O. BOX 1806 CONCORD, NH 03302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <p style="text-align: center;"><i>Aon Risk Services, Inc of Florida</i></p>
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NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES


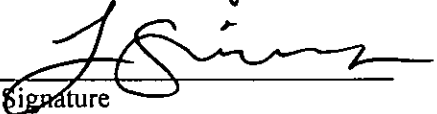
Cor 307 Items Considered Contraband. Contraband shall consist of:

- a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
 - (1) narcotics
 - (2) controlled drugs or
 - (3) automatic or concealed weapons possessed by those not licensed to have them.
- b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target.
- c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target.
- d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.
- e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.
- f) Any intoxicating beverage.
- g) Sums of money or negotiable instruments in excess of \$100.00.
- h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit.
- i) The following types of items in the possession of an individual who is not in a vehicle, but shall not be contraband stored in a secured vehicle:
 - (1) knives and knife-like weapons, clubs and club-like weapons,
 - (2) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
 - (3) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
 - (4) pornography or pictures of visitors or prospective visitors undressed,
 - (5) radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
 - (6) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
 - (7) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
 - (8) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

COR 307.02 Contraband on prison grounds is prohibited. The possession, transport, introduction, use, sale or storage of contraband on the prison grounds without prior approval of the Commissioner of Corrections or his designee is prohibited under the provision of RSA 622:24 and RSA 622:25.

COR 307.03 Searches and Inspections Authorized.

- a) Any person or property on state prison grounds shall be subject to search to discover contraband...
Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.
- b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain view inspections.
- c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

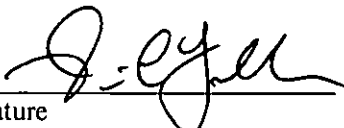
<u>Dennis Fuller, Chief Financial Officer</u>		<u>04/05/2021</u>
Name	Signature	Date
<u>LaNelle Simmons, Executive Assistant / Office Manager</u>		<u>04/05/2021</u>
Witness Name	Signature	Date

NH DEPARTMENT OF CORRECTIONS
RULES OF CONDUCT FOR PERSONS PROVIDING CONTRACT SERVICES

1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
 - a. Any contact, including correspondence, other than the performance of your services for which you have been contracted.
 - b. Giving or selling of anything
 - c. Accepting or buying anything
2. Any person providing contract services who is found to be under the influence of intoxicants or drugs will be removed from facility grounds and barred from future entry to NH Department of Corrections property.
3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, Part COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action under RSA 622:24 or other statutes.
4. In the event of any emergency situation, i.e., fire, disturbance, etc., you will follow the instructions of the escorting staff or report immediately to the closest available staff.
5. All rules, regulations and policies of the NH Department of Corrections are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for immediate assistance from a staff member.
6. Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and will not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and will be subject to removal for failing to do so.
7. During the performance of your services you are responsible to the facility administrator, and by your signature below, agree to abide by all the rules, regulations, policies and procedures of the NH Department of Corrections and the State of New Hampshire.
8. In lieu of Contracted staff participating in the Corrections Academy, the Vendor through the Commissioner or his designees will establish a training/orientation facilitated by the Vendor to supplement this requirement and appropriate orient Vendor staff to the rules, regulations, policies and procedures of the Department of Corrections and the State of New Hampshire.

Dennis Fuller, Chief Financial Officer

Name

Signature 

04/05/2021

Date

LaNelle Simmons, Executive Assitant /
Office Manager

Witness Name

Signature 

04/05/2021

Date

NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

I understand and agree that all employed by the organization/agency I represent must abide by all rules, regulations and laws of the State of New Hampshire and the NH Department of Corrections that relate to the confidentiality of records and all other privileged information.

I further agree that all employed by or subcontracted through the organization I represent are not to discuss any confidential or privileged information with family, friends or any persons not professionally involved with the NH Department of Corrections. If persons under Departmental control of the NH Department of Corrections, or, anyone outside of the NH Department of Corrections' employ approaches any of the organization's employees or subcontractors, and requests information, the staff/employees of the organization I represent will immediately contact their supervisor, notify the NH Department of Corrections, and file an incident report or statement report with the appropriate NH Department of Corrections representative.

Any violation of the above may result in immediate termination of any and all contractual obligations.

Dennis Fuller, Chief Financial Officer
Name


Signature

04/05/2021
Date

LaNelle Simmons, Executive Assitant /
Office Manager
Witness Name


Signature

04/05/2021
Date



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF CORRECTIONS
 DIVISION OF ADMINISTRATION

Helen E. Hanks
 Commissioner

Robin Maddaus
 Director

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PRISON RAPE ELIMINATION ACT
 ACKNOWLEDGEMENT FORM

The Prison Rape Elimination Act (PREA) of 2003 (with Final Rule August 2012) is a federal law established to address the elimination and prevention of sexual assault and sexual harassment within correctional systems and detention facilities. This Act applies to all correctional facilities, including prisons, jails, juvenile facilities and community corrections residential facilities. PREA incidents involve the following conduct:

- Resident-on-resident sexual assault
- Resident-on-resident abusive sexual contact
- Staff sexual misconduct
- Staff sexual harassment, assault of a resident

The act aimed to curb prison rape through a “zero-tolerance” policy, as well as through research and information gathering. The NH Department of Corrections has zero tolerance relating to the sexual assault/rape of offenders and recognizes these offenders as crime victims. Due to this recognition and adherence to the federal Prison Rape Elimination Act (PREA) of 2003, the NH Department of Corrections extends the “zero tolerance” to the following:

- Contractor/subcontractor misconduct
- Contractor/subcontractor harassment, assault of a resident

As a Contractor and/or Subcontractor of the NH Department of Corrections, I acknowledge that I have been provided information on the Prison Rape Elimination Act of 2003 Public Law 108-79—Sept. 4, 2003 and have been informed that as a Contractor and/or Subcontractor of the NH Department of Corrections, sexual conduct between Contractor and/or Subcontractor and offenders is prohibited. Sexual harassment or sexual misconduct involving an offender can be a violation of NH RSA 632-A:2, 632-A:3 and 632-A:4, Chapter 632-A: Sexual Assault and Related Offenses, and result in criminal prosecution.

As a Contractor and/or Subcontractor of the NH Department of Corrections, I understand that I shall inform all employees of the Contractor and/or Subcontractor to adhere to all policies concerning PREA, RSA 632-A:2, RSA 632-A:3, RSA 632-A:4 and departmental policies including NHDOC Administrative Rules, Conduct and Confidentiality Information regarding my conduct, reporting of incidents and treatment of those under the supervision of the NH Department of Corrections. (Ref. RSA Chapter 632-A, and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print): Dennis Fuller, Chief Financial Officer Date: 04/05/2021
 (Name of Contract Signatory)

Signature:
 (Signature of Contract Signatory)