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STATE OF NEW HAMPSHIRE

DEPARTMENT OF CORRECTIONS

DIVISION OF ADMINISTRATION

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

Robin H. Maddaus Director

Helen E. Hanks

Commissioner

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

May 30, 2018

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

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections to enter into a three-year contract with Sentinel Offender Services, LLC (VC # 226892), 201 Technology Drive, Irvine, CA 92618, 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, 2018 through June 30, 2021, with the option to renew for one (1) additional period of up to two (2) year(s) subject to Governor and Executive Council approval. 90% Other Funds, 10% General Funds.

Funding for this contract is available in account, <u>District Offices</u>, as follows: 02-46-46-464010-8302-102-500731, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office, if needed and justified. Funding for SFY 2020 and 2021 is contingent upon the availability and continued appropriation of funds.

Sentinel Offender Services, LLC				
Account	Description	SFY 2019	SFY 2020	SFY 2021
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, Sentinel Offender Services, LLC can provide a variety of monitoring options: Basic Radio Frequency (RF), Basic Radio Frequency Cellular, Basic Radio Frequency and Breath Alcohol, Global Positioning Satellite (GPS) and Stand Alone Breath Alcohol Monitoring services.

Basic Radio Frequency (RF) electronic monitoring consists of a transmitter in the form of an ankle bracelet and a receiver which is placed in the offender'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 an offender does not have a residential/landline telephone, the offender can be offered an optional Basic Radio Frequency Cellular (RFC) electronic monitoring for an additional cost which utilizes the same technology as the Basic RF. To track the whereabouts of an offender 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 offender 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 model with an integrated camera to confirm identity of 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 whether a device has been tampered with, an offender's unauthorized departure or low battery detection.

The daily cost to offenders for Basic Radio Frequency (RF) Electronic monitoring will be \$5.50, Radio Frequency Cellular monitoring will be \$5.75, Breath Alcohol monitoring will be \$8.75, Global Positioning System (GPS) offender monitoring will range from \$5.75 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 \$7.50.

Historically, the New Hampshire Department of Corrections offender's participating in the Administrative Home Confinement program pay the cost of the electronic monitoring services directly to the Contractor. This request would allow the New Hampshire Department of Corrections the ability to provide payment, throughout each State fiscal year, for Administrative Home Confinement services for approximately ten (10) indigent offenders allowing suitable offenders who would otherwise remain incarcerated to be released to Administrative Home Confinement, thus helping to minimize the State's cost of incarceration.

To support the indigent offender population, the NH Department of Corrections is requesting general funds appropriation of \$13,000.00 for each SFY of the contract to pay for the monitoring costs of indigent offenders who are otherwise eligible to be released on electronic monitoring.

The RFP was posted on the New Hampshire Department of Corrections website: http://www.nh.gov.nhdoc/business/rfp.html for six (6) consecutive weeks and notified five (5) potential vendors of the RFP posting. As a result of the issuance of the RFP, one (1) potential vendor, responded by submitting their proposal. After the review of the proposals, in accordance with the RFP Terms and Conditions, the New Hampshire Department of Corrections 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 New Hampshire Department of Corrections employees: Michael McAlister, Division Director, Division of Field Services, Jason Smith, Assistant Director, Division of Field Services and Jennifer Lind, Contract/Grant Administrator, Division of Administration.

Respectfully Suhmitted,

Commissioner

STATE OF NEW HAMPSHIRE



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Robin H. Maddaus Director

RFP Bid Evaluation and Summary Offender Electronic Monitoring Services NHDOC RFP 18-05-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, with the correct
 number of copies, the presence of all required signatures, and that the proposal is sufficiently responsive
 to the needs outlined in the RFP to permit a complete evaluation. 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. Upon receipt, the
 proposal information will be disclosed to the evaluation committee members only. The proposal will
 not be publicly opened.
- The Department reserves the right to waive any irregularities, minor deficiencies and informalities that it considers not material to the proposal.
- The Department may cancel the procurement and make no award, if that is determined to be in the State's best interest.

Proposal Evaluation Criteria:

- Proposals will be evaluated based upon the proven ability of the respondents to satisfy the requirements of this request in the most cost-effective manner. Specific criteria are:
 - a. Total Estimated Cost 50 points
 - b. Organizational Resources and Capability 25 points
 - c. Organizational Approach to Performance 20 points
 - d. Financial Stability 5 points
 - . Oualitative References Pass/Fail
- 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 31 of NHDOC 18-05-GFDFS Offender Electronic Monitoring Services RFP.
 - a. The contract will be awarded to the Bidder submitting a response based on the demonstrated capabilities and skills in relation to the needs of the services identified in the RFP without reducing the current functions of the Department and as long as the Vendor's Total Estimated Cost, Organizational Resources and Capability, Organizational Approach to Performance, Financial Stability and Qualitative References are acceptable to the Department.

Evaluation Team Members:

- Michael McAlister, Division Director, Division of Field Services, NH Department of Corrections
- Jason Smith, Assistant Director, Division of Field Services, NH Department of Corrections
- Jennifer Lind, MBA, CMA, Contract/Grant Administrator, Administration, NH Department of Corrections



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Robin H. Maddaus Director

RFP Scoring Matrix Offender Electronic Monitoring Services NHDOC RFP 18-05-GFDFS

Respondents:

 Sentinel Offender Services, LLC 201 Technology Drive Irvine, CA 92618

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. Total Estimated Cost 50 points
 - 2. Organizational Resources and Capability 25 points
 - 3. Organizational Approach to Performance 20 points
 - 4. Financial Stability 5 points
 - 5. Qualitative Reference Pass/Fail

NHDOC 18-05-GFDFS RFP Scoring Matrix					
Evaluation Criteria	RFP Weight Point Value	Sentinel Offender Services, LLC			
Total Estimated Cost	50	50			
Organizational Resources and Capability	. 25	25			
Organizational Approach to Performance	20	20			
Financial Stability	.5	5			
Qualitative References	Pass/Fail	Pass			
Total	100	100			

Contract Award:

 Sentinel Offender Services, LLC 201 Technology Drive Irvine, CA 92618



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RFP Evaluation Committee Member Qualifications Offender Electronic Monitoring Services NHDOC 18-05-GFDFS

Michael McAlister, Division Director, Division of Field Services:

Mr. McAlister has serviced in the Division of Field Services in various capacities for many years. He was appointed to the position of Director of Field Services in 2007. As Director of Field Services, Mr. McAlister is responsible for the community supervision of probationers, parolees and inmates placed on Administrative Home Confinement (AHC), collection and disbursement of fees, fines and restitution and the supervision of Court and Parole Board investigations. Mr. McAlister has direct oversight of the eleven NH Department of Corrections District Offices and four sub-offices, which are directly aligned with the Superior Courts.

Jason Smith, Assistant Director, Division of Field Services:

Mr. Smith has served the Division of Field Services since 1999 in numerous capacities to include Case Technician, Probation/Parole Officer, Chief Probation/Parole Officer and Assistant Division Director. As Assistant Director, Mr. Smith is responsible for assisting in Division wide operations, budget development and staff training coordination. Since 2006 Mr. Smith has also served as an Adjunct Professor at NHTI – Concord's Community College and teaches second year courses in Corrections Operations and Drug Abuse. Mr. Smith received his Bachelors of Science in Criminal Justice from Granite State College and a Master's Degree in Business Administration from Franklin Pierce College.

Jennifer Lind, MBA, CMA, Contract/Grant Administrator, Administration:

Ms. Lind has served as the Contract and Grant Administrator since 2010. Ms. Lind is responsible for the development of the Department's request for proposals (RFPs), contracts and grants management. Ms. Lind's current responsibilities include all aspects of the RFP delivery from project management, data collection, drafting and cross function collaboration; procurement functions and management of the Department's medical, programmatic and maintenance contracts and provides managerial oversight to the Grant Division for the Department. Prior to Ms. Lind's promotion to the Contract/Grant Administrator, she held the Program Specialist IV, Contract Specialist position and the Grant Program Coordinator position of the Department. Prior to her employment with the Department, Ms. Lind held the position of Assistant Grants Administrator at the Community College System of New Hampshire for ten years. Ms. Lind received her Bachelors of Science in Accounting from Franklin Pierce College and a Master's of Management with a Healthcare Administration concentration from New England College. Ms. Lind has supplemented her education from prior experience in the pre-hospital care setting and has maintained her Certified Medical Assistant license since 1998.



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Robin Maddaus Director

Bidders List Offender Electronic Monitoring Services NHDOC RFP 18-05-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) 303-785-7821
- (e) lsugo@scramsystems.com
- (w) www.scramsystems.com

BI Incorporated

Ruth Skerjanec
VP Financial Planning
6265 Gunbarrel Avenue
Suite B
Boulder Colorado 80301
(o) (800) 241-2911
(f) (303) 218-1250
(e) Ruth Skerjanec@bi.com
(w) www.bi.com

Satellite Tracking of People LLC

Greg Utterback Chief Development Officer 1212 N Post Oak Rd Suite 100 Houston, Texas 77055 (o) 832-553-9502

- (e) gutterback@stopllc.com
- (w) www.stopllc.com

Sentinel Offender Services, LLC

Mark Contestabile, Chief Business Development Officer Leo Carson, VP of Strategic Sales 220 Technology Drive Suite 200 Irvine, CA 92618 (o) 949-453-1550

- (e) mark.contestabile@sentrak.com
- (e) leo.carson@sentrak.com
- (w) www.sentrak.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

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

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.					
1.1 State Agency Name		1.2 State Agency Address			
NH Department of Corrections		105 Pleasant Street Concord, NH 03301			
1.3 Contractor Name		1.4 Contractor Address			
Sentinel Offender	Services, LLC	201 Technology Drive			
		Irvine, CA 92618			
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation		
Number	02-46-46-464010-8302-	June 30, 2021	\$39,000.00		
800.589.6003	102-500731				
1.9 Contracting Officer for Stat	e Agency	1.10 State Agency Telephone Nu	ımber		
Helen E. Hanks, Comms		603-271-5603			
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory			
		· · · · · · · · · · · · · · · · · · ·			
1 Diofile		Dennis Fuller, Chief Financial Officer			
1.13 Acknowledgement: State	of California, County of Ora	nge			
0- Ed 26 2019 hefore	the undersianed officer neground		blook 1.12 or estisfactorily		
proven to be the person whose na	e the undersigned officer, personall ame is signed in block 1.11, and ac	knowledged that-s/he executed this	document in the capacity		
indicated in block 1.12.					
1.13.1 Signature of Notary Pub					
Where			BO		
[Seal] 3ea	e affached acc	enowledgement 3	9		
1.13.2 Name and Title of Notary or Justice of the Peace					
[Seal] See attached acknowledgement IR 1.13.2 Name and Title of Notary or Justice of the Peace Trina A. Stoll, California Notary Public 1.14 State Agency Signature 1.15 Name and Title of State Agency Signatory					
1.14 State Agency Signature 1.15 Name and Title of State Agency Signatory			gency Signatory		
1.14 State Agency Signature 1.15 Name and Title of State Agency Signatory Helen E. Hanks, Commissioner					
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)					
By:		Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)					
(UNA		On: 6/4/18			
1.18 Approval by the Governor and Executive Council (if applicable)					
Ву:		On:			

ACKNOWLEDGMENT

A notary public or other officer completing this

certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.				
State of California County of				
On February 26, 2018 before me, Trine A. (insert name	Stoll, Notary Public, e and title of the officer)			
personally appeared <u>Deunis</u> <u>Tuller</u> , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(e) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.				
I certify under PENALTY OF PERJURY under the laws of the S paragraph is true and correct.	tate of California that the foregoing			
WITNESS my hand and official seal.	IRINA A. STOLL COMM. # 2060272 NOTARY PUBLIC • CALIFORNIA ORANGE COUNTY My Commission Expires March 7, 2018			
Signature MANULEY (Seal)	Wilder 17 Lotto			

This certificate is attached to a 4 page document, dated 08/26/2018, and regarding/titled Courtable Form
P-37 (V. 05/08/2015) - New Hampshire Doc

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference. 5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law. 5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws. 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Contractor Initials Der Date 2/20/18

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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.I 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
- 8.1.2 failure to submit any report required hereunder; and/or 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions: 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination; 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

11. CONTRACTOR'S RELATION TO THE STATE. In

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000per occurrence and \$2,000,000 aggregate; and
- 14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Page 3 of 4

Contractor Initials Date 2/24/18
Page 46

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

15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
- 15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- 16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.
- 17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- 18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

- 19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
- 20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- 24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

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SECTION D: Scope of Services, Exhibit A

1. Purpose:

The purpose of this request for proposal is to seek services for a statewide offender electronic monitoring system for the NH Department of Corrections offender population to include inmates, probationers and parolees, by providing twenty-four/seven (24/7), 365 days a year, supervision and continuous monitoring of offenders. The Contractor shall monitor and verify a person'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 offenders, 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, global positioning systems or any alternative equipment as proposed by a Bidder that provides a range of monitoring functions with equipment.

This program is offender funded. Offenders shall be responsible for maintaining telephone service at their monitored location. Offenders are expected to pay up to two (2) weeks of services in advance.

2. Terms of Contract:

A Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning July 1, 2018 upon approval of Governor and Executive Council (G&C) whichever is later through June 30, 2021, 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.

3. Administrative Home Confinement Population:

Daily population of electronic monitoring cases averages at approximately 20-40.

- 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.

4. General Electronic Monitoring System Requirements:

- The Contractor shall provide a system of continuous signaling; radio frequency based 4.1. transmitter and receiver monitoring, random calling monitoring capability, e-mail and/or telephone notification capability.
- 4.2. 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.

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- 4.3. The monitoring equipment shall be easily attached to an offender.
- The Contractor shall provide a central computer system to be located at a secure facility, 4.4. 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.
- 4.5. 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.
- The Contractor shall provide the necessary on-site training, essential manuals for equipment 4.6. 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.
- The Contractor shall detail the following logistical processes: delivery of equipment; 4.7. 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.
- 4.8. 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.
- 4.9. 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.
- The Contractor shall maintain all appropriate licenses and certifications required for 4.10. compliance by appropriate government agencies to perform the requested services.
- Contractors may be asked to demonstrate components of their system (either monitoring units 4.11. or ability to input data) prior to a Contract being awarded.
- 4.12. All types of monitoring units must operate in conjunction with each other and be compatible with each other.

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.
- Monitoring system shall be staffed twenty-four (24) hours a day, seven (7) days a 5.1.2. week, 365 days a year.
- 5.13. 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 powersupply, 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

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- 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.
- Monitoring system shall be equipped with sufficient number of workstations and 5.1.7. operators to accommodate the data entry, changes, report printing and other functions without disrupting the monitoring process.
- Monitoring system shall have the ability to perform random calling within at least 5.1.8. 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.
- Monitoring system shall have an alert system so that the Contractor's monitoring 5.1.10. 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.

6. Monitoring Equipment:

Transmitter and/or other device worn by offender.

- 6.1. Minimum requirements:
 - 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.
 - Radio Signal: Transmitter shall send an individually coded signal that has a range 6.1.3. 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.

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- 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.
- 6.1.9. 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 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.
- 6.10. 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. Federal Communications Commission: 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 that one (1) offender.

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- 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 household electronic equipment.
- 7.1.8. **Health and Safety Features**: Receiver/dialer shall not pose any health or safety hazard to the offender or others 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 manufacturer'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 indicates 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 provide remote service and diagnostics from its service facility, for the Department of Corrections monitoring system as required while the system is in full monitoring operation;

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- 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
- Contractor shall be responsible for paying all postage or shipping for sending 8.1.5. 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.
- 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.

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:

- 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.
- Contractor shall certify the prevention of unauthorized access to computer terminal and 13.2. 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

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

15. Reporting:

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

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monitoring service, as mutually agreed upon between the Contractor and the NH Department of Corrections.

16. Indigent Offender Participation:

The Contractor agrees to provide monitoring services for indigent offenders free of charge and shall provide one (1) free unit for every ten (10) accounts.

17. Other Contract Provisions:

- 17.1. <u>Rules and Regulations</u>: The Contractor agrees to comply with all rules and regulations of the NH Department of Corrections.
- 17.2. <u>Additional Facilities</u>: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the Contract. This provision will require Governor and Executive Council approval.
- 17.3. Contractor Employee Information: The Contractor shall be responsible for obtaining a criminal background check to include fingerprinting on all potential employees assigned by the Contractor to provide services to NH Department of Corrections. Upon award of a Contract, the NH Department of Corrections will notify the selected Contractor the procedures to obtain background checks and fingerprinting. Contractor and/or subcontractor employee hiring status shall be contingent upon receipt of a background check and fingerprinting report(s), from the NH Department of Safety, and procedural review of said reports by the NH Department of Corrections.
 - 17.3.1. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks and fingerprinting reports of all potential Contractor and/or subcontractor employees to determine eligibility status.
 - 17.3.2. The NH Department of Corrections will notify the Contractor of any potential Contractor/and or subcontractor employee who does not comply with the criteria identified in Paragraph 17.3.3., below.
 - 17.3.3. In addition, the Contractor and/or subcontractor shall not be able to hire employees meeting the following criteria:
 - Individuals convicted of a felony shall not be permitted to provided services;
 - Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
 - Individuals with a record of a misdemeanor offense(s) may be permitted
 to provide services pending determination of the severity of the
 misdemeanor offense(s) and review of the criminal record history by the
 Director of Field Services or designee of the NH Department of
 Corrections:
 - 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 NH;
 - Individuals on the National Offender Database;
 - 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

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- Relatives of currently incarcerated felons may not be permitted to provide services without prior approval by the NH Department of Corrections.
- 17.4. <u>Licenses, Credentials and Certificates</u>: The Contractor shall ensure that NH State licensed professionals provide the services required. The Contractor and its staff shall possess the credentials, licenses and/or certificates required by law and regulations to provide the services required.
- 17.5. 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.
- 17.6. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the NH Department of Corrections for the duration of the Contract and any renewals thereof. The Contractor shall notify the NH Department of Corrections of such named Liaison within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the business (no personal information) name, title, address, telephone number, fax number and e-mail address of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.
 - 17.6.1. 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.
 - 17.6.2. 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.
 - 17.6.3. Changes of 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.
- 17.7. <u>Contractor's Liaison's Responsibilities</u>: The Contractor shall designate a representative to act as a liaison between the Contractor and the NH Department of Corrections for the duration of the Contract. The representative shall be responsible for:
 - 17.7.1. Representing the Contractor on all matters pertaining to the Contract. Such as representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof;
 - 17.7.2. Monitoring the Contract's compliance with the terms of the Contract and any renewals thereof;
 - 17.7.3. 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
 - 17.7.4. Meeting with representatives of NH Department of Corrections on a periodic or asneeded basis to resolve issues which may arise.
- 17.8. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections' Commissioner of Corrections, or designee, shall act as liaison between the Contractor and NH Department of Corrections for the duration of the Contract and/or any renewals thereof. 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

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Contractor with written notice of such change. NH Department of Corrections representative shall be responsible for:

- 17.8.1. Representing NH Department of Corrections on all matters pertaining to the Contract and any renewals thereof. The representative shall be authorized and empowered to represent NH Department of Corrections regarding all aspects of the Contract subject to the New Hampshire Governor and Executive Council approval, where needed:
- 17.8.2. Monitoring compliance with the terms of the Contract and any renewals thereof;
- 17.8.3. 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 and any renewals thereof;
- 17.8.4. Meeting with the Contractor's representative on a periodic or as needed basis and resolving issues which arise; and
- 17.8.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract and any renewals thereof.
- 17.9. Reporting Requirements: The Contractor shall provide any and all reports as requested on an as-needed basis according to a schedule and format to be determined by the NH Department of Corrections.
 - Reports and/or information requests shall be forwarded to NH Department of Corrections, Director of Field Services, or designee, P.O. Box 1806, Concord, NH 03302.
- 17.10. Performance Evaluation: NH Department of Corrections shall, at its sole discretion:
 - 17.10.1. Monitor and evaluate the Contractor's compliance with the terms of the Contract and any renewals thereof;
 - 17.10.2. The Director of Field Services or designee of the NH Department of Corrections may meet with the Contractor at a minimum of twice (2) a year to assess the performance of the Contractor relative to the Contractor's compliance with the Contract:
 - 17.10.3. Request additional reports and/or reviews that the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract;
 - 17.10.4. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for the Contractor to complete corrective actions within fourteen (14) days;
 - 17.10.5. Terminate the Contract, if NH Department of Corrections determines that the Contractor is:
 - 17.10.5.1. Not in compliance with the terms of the Contract;
 - 17.10.5.2. If satisfactory corrective action in 17.10.4. is not achieved; and
 - 17.10.5.3. Terminate the Contract as otherwise permitted by law.
 - 17.10.6. Review reports submitted by the Contractor. NH Department of Corrections shall determine the acceptability of the reports. If they are not deemed acceptable, the NH Department of Corrections shall notify the Contractor and explain the deficiencies.
 - 17.10.7. Give the Contractor prior notice of any on-site visit requested by the NH Department of Corrections or it agents to conduct an audit review of any records pertaining to the Contract and any renewals thereof.
- 17.11. Performance Measures: The NH Department of Corrections shall, at its sole discretion:
 - 17.11.1. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action;

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- 17.11.2. Terminate the Contract, if NH Department of Corrections determines that the Contractor is:
 - a.) Not in compliance with the terms of the Contract;
 - b.) Has lost or has been notified of intention to lose their certification/licensure/permits; and
 - c.) Terminate the contract as otherwise permitted by law.
- 17.12. Coordination of Efforts: The Contractor shall fully coordinate their activities in the performance 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 NH Department of Corrections as requested by the NH Department of Corrections throughout the effective period of the Contract and any renewals thereof.

18. Bankruptcy or Insolvency Proceeding Notification:

- 18.1. 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 shall notify the NH Department of Corrections immediately.
- 18.2. 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.

19. Embodiment of the Contract:

- 19.1. The Contract between the NH Department of Corrections and the Contractor shall consist of:
 - 19.1.1. Request for Proposal (RFP), any addendums and any amendments thereto;
 - 19.1.2. Proposal submitted by the Vendor in response to the RFP; and/or
 - 19.1.3. Negotiated document (Contract) agreed to by and between the parties that is ratified by a "meeting of the minds," after careful consideration of all of the terms and conditions, and that is approved by the Governor and Executive Council of the State of New Hampshire.
- 19.2. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the negotiated document noted in 19.1.3. shall govern.
- 19.3. 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 Vendor's Proposal and/or the result of a Contract.

20. Cancellation of Contract:

- 20.1. The 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.
- 20.2. Should the NH Department of Corrections exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.
- 20.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Contractor written notice of such termination at least sixty (60) days prior to the effective termination date.
- 20.4. 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) day notice of said cancellation.

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21. Contractor Transition:

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

22. Audit Requirement:

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

23. Additional Items/Locations:

Upon agreement of both party's additional equipment and/or other facilities belonging to the NH Department of Corrections may be added to the Contract. In the same respect, equipment and/or facilities listed as part of the provision of services of the Contract may be deleted as well.

24. Information:

- In performing its obligations under the Contract, the Contractor may gain access to 24.1. information of the residents/patients/non-adjudicated residents including confidential information. 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, 24.2. disclosure, publication, reproduction and all information of the resident/patient/nonadjudicated residents that becomes available to the Contractor in connection with its performance under the Contract.
- In the event of unauthorized use or disclosure of the inmate/patient/non-adjudicated resident 24.3. information, the Contractor shall immediately notify the NH Department of Corrections.
- All material developed or acquired by the Contractor, as a result of work under the Contract 24.4. 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 NH Department of Corrections.
- 24.5. 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 the contract and may result in contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

25. Public Records:

NH RSA 91-A guarantees access to public records. As such, all responses to a competitive solicitation are public records unless exempt by law. Any information submitted as part of a bid in response to this Request for Proposal or Request for Bid (RFB) or Request for Information (RFI) may be subject to public disclosure under RSA 91-A, http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-mrg.htm. In addition. in accordance with RSA 9-F:1. http://www.gencourt.state.nh.us/rsa/html/I/9-F/9-F-1.htm, any contract entered into as a result of this RFP (RFB or RFI) will be made accessible to the public online via the website: Transparent NH http://www.nh.gov/transparentnh/. Accordingly, business financial information and information such as trade secrets, business and financial models and forecasts, and proprietary from public disclosure under. 91-A:5. formulas exempt RSA

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RFP 18-05-GFDFS, closing date: 3/2/2018

Contractor Initials:

http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-5.htm. If a Bidder believes that any information submitted in response to a Request for Proposal, Bid or Information, should be kept confidential as financial or proprietary information, the Bidder must specifically identify that information in a letter to the State Agency. Failure to comply with this section may be grounds for the complete disclosure of all submitted material not in compliance with this section.

If any information being submitted in response to this request for proposal should be kept confidential as financial or proprietary information; the contractor must specifically identify that information in a letter to the agency and mark the information within the proposal as such.

Marking the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision in this RFP to the contrary, Contract pricing shall be subject to disclosure upon approval of a contract by the Governor and Executive Council.

Generally, each Proposal shall become public information upon the approval of Governor and Council of the resulting contract, as determined by the State, including but not limited to, RSA Chapter 91-A (Right to Know Law). The State will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential. If a request is made to the State to view portions of a Proposal that the Contractor has properly and clearly marked confidential, the State will notify the Contractor of the request and of the date and the State plans to release the records. A designation by the Contractor of information it believes exempt does not have the effect of making such information exempt. The State will determine the information it believes is properly exempted from disclosure. By submitting a Proposal, Contractors agree that unless the Contractor obtains a court order, at its sole expense, enjoining the release of the requested information, the State may release the requested information on the date specified in the State's notice without any liability to the Contractor(s).

26. Contractor Personnel:

- 26.1. The Contractor shall agree that employees of the Contractor shall perform all services required by the Contract. The Contractor shall guarantee that all personnel providing the services required by the Contract are qualified to perform their assigned tasks.
- 26.2. The Department shall be advised of, and approve in writing at least ten (10) days in advance of such change, any permanent or temporary changes to or deletions the Contractor's management, supervisory, or key professional personnel, who directly impact the deliverables to be provided under the Contract.

27. Notification to the Contractor:

The 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.

28. Prison Rape Elimination Act (PREA) of 2003:

Contractor must 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 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.

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Page 30 of 360 Contractor Initials:

29. Administrative Rules, Policies, Regulations and Policies, Procedures and Directives:

Contractor must 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 5.08: Staff Personal Property Permitted In and Restricted from Prison Facilities located as a separate link: http://www.nh.gov/nhdoc/business/rfp bidding tools.htm

30. Special Notes:

- 30.1. The headings and footings to the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 30.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract and any renewals thereof.
- 30.3. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the NH Department of Corrections and the Contractor.
- 30.4. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:
 30.4.1. Give the Contractor fourteen (14) days written notice of the proposed change; and

30.4.2. Secure the Contractor's written agreement to the proposed changes.

- 30.5. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.
- 30.6. Any change in the Contract including the Contractor responsibilities and NH Department of Corrections responsibilities described herein, whether by modification, amendment and or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representatives of the Contractor and the NH Department of Corrections approved by the Governor and Executive Council.
- 30.7. Partial Proposals for the requested Offender Electronic Monitoring for the NH Department of Corrections shall not be accepted.
- 30.8. Contractor shall provide, for the life of the Contract and any renewals thereof, the minimum General Liability coverage to be no less than \$1,000,000.00 per each occurrence and \$2,000,000.00 general aggregate.
- 30.9. Contractor shall provide, for the life of the Contract and any renewals thereof, proof of Workers' Compensation and Employers' Liability Insurance.
- 30.10. Contractor shall provide proof and identify limits and expiration dates of General Liability, Excess Umbrella Liability coverage, Workers' Compensation and Employer's Liability, Professional Liability, Malpractice Liability and Business Owners Policy (if applicable).

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SECTION D: Scope of Services, Exhibit A 4 - 17

4. General Electronic Monitoring System Requirements:

4.1. The Contractor shall provide a system of continuous signaling; radio frequency based transmitter and receiver monitoring, random colling monitoring capability, e-mail and/or telephone notification capability.

Sentinel is proposing our state-of-the-art RF Patrol radio frequency based transmitter and receiver monitoring system, OM400 GPS tracking and location based monitoring system, as well as alcohol testing units. All of the technologies being offered are monitored through our monitoring center, and we can create monitoring notifications that meet the NH DOC needs. These notification procedures include e-mail notification and/or telephone notification capabilities in order to meet the program goals and objectives.

4.2. The Contractor shall provide o system that can communicate between individual tronsmitters/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.

Sentinel has proposed a complete turnkey electronic monitoring solution with the use of our proven latest generation RF Patrol radio frequency electronic monitoring system and OM400 one-piece global positioning satellite tracking electronic monitoring equipment with the support of our Internet-based monitoring system, 24 hour a day monitoring center support, and experienced corporate quality assurance program managed through our California headquarters. All proposed equipment has been designed specifically for the electronic monitoring field.

4.3. The monitoring equipment shall be easily attached to an offender.

The proposed RF Patrol radio frequency electronic monitoring system and OM400 one-piece global positioning satellite tracking electronic monitoring device are both designed to be easily attached to the offender's ankle.



4.4. The Contractor shall provide o 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.

To ensure that all data remains secure and is backed-up regularly, Sentinel has taken all of the required steps. Redundant web servers, application servers, and database servers utilized. RAID disk arrays are employed providing high data availability. This redundant system ensures that all services are continuously maintained should a major disruption occur to the primary system, providing a fully resilient and redundant, on-line failover solution to minimize dependence on backups. Should a period of failover occur, there will be no interruption in participant monitoring and no data lost from the monitoring units because data is stored until it is successfully transferred.

Sentinel has developed and documented System Maintenance Policy and Procedures that outlines procedures for scheduled monitoring system downtime due to maintenance. This system maintenance policy addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance as well as procedures to facilitate the implementation of the system maintenance policy and associated system maintenance controls. The Sentinel System Maintenance Policy (SMP) is a component of the Sentinel System Security Plan (SSP). The SMP defines the Sentinel implementation of the NIST Special Publication 800-53 Revision 4 control family: Maintenance. The SMP layouts the framework and details for ensuring the Sentinel Information System (SIS) is managed by effective controls in the Maintenance category.

For all scheduled data system maintenance, several days prior to the scheduled period, our Product Manager provides agencies with a bulletin informing them of the timeframe, details, any affects to the system, etc. All data system maintenance is scheduled for after standard business hours and controlled in order to keep downtime as minimal as possible.

Sentinel reviews and updates the current System Maintenance Policy at least every three (3) years and the System Maintenance procedures at least annually.

In addition to the above mentioned System Maintenance Policy and Procedures for schedule monitoring system downtime, Sentinel has a developed and tested comprehensive Risk



Mitigation and Disaster Recovery Plan addressing the company's ability to continue meeting customer needs while coping with circumstances that might arise during a disaster; a copy of this "Confidential" document is available upon request. Sentinel believes disaster recovery is extremely important to our successful operations and the integrity of our programs within the corrections industry. Each key team member of Sentinel's staff involved in the operation of the monitoring software and facility is trained on the execution of the plan.

Our ultimate goal of the schedule is to prevent the loss of data by becoming able to restore our entire system quickly and efficiently. For this reason, Sentinel completes a full daily back up during "off-peek" hours, to ensure all databases are fully recoverable each and every day, as well as a multiple differential backups throughout the day. A differential backup is used to copy files that have been created or changed since the last full backup, regardless of whether any other backups have occurred since then. An incremental backup refers only to a backup that includes just the changes made since the most recent full back up.

Power Sources/Backups and Redundant Systems In Place

Sentinel understands the importance of having reliable primary and supplementary power resources available at all times. With our monitoring centers continuously online 24 hours a day, seven (7) days a week, we have taken all necessary precautions to ensure that our power access remains at 100% at all times and remains seamless to our customers and program participants. All computers, routers, phone systems, alarm systems and related power systems have Uninterrupted Power Supplies (UPS) capable of extended battery backup. In case of power failure, the UPS will automatically keep power to all key computers, lighting, security, network, communications and related systems. An audible alert will inform staff that the UPS systems are engaged.

To assure that all services are continuously maintained in the event of a major disruption, we provide full system backup in the event of a power loss or natural disaster, our monitoring center is outfitted with the latest state-of-the-art technology including:

- + Fault tolerant central computer system offering maximized uptime
- + APC Symetra battery back-up Uninterruptible Power Supply (UPS)
- + Kohler 150kVA diesel generator



The emergency power generation system consists of Automatic Transfer Switches (ATS), Emergency Service Bus (ESB), and redundant diesel generator. The primary system has a redundant backup system rated at 100% of the capacity of the primary system. In the event of a power failure, the emergency diesel generator will provide power in less than 10 seconds and contains 24 hours of fuel with option to refuel indefinitely for superior backup performance. Once started, the generator automatically ensures it is operating at sufficient capacity and then switches power from the grid to the generator. Data Center staff will conduct regular hourly inspections of the generator to ensure adequate fuel and proper operating parameters are maintained. The generator detects when the power grid resumes operation and within five (5) minutes restores power from the grid and shuts down the generator. This added redundancy virtually guarantees seamless and continuous power to the Data Center providing added confidence to the agency that public safety is ensured.

All computers, routers, phone systems, alarm systems and related power systems have Uninterrupted Power Supplies (UPS) capable of extended battery backup. In case of power failure, the UPS will automatically keep power to all key computers, lighting, security, network, communications and related systems. An audible alert will inform staff that the UPS systems are engaged.

Alternate Communications Sources In Case of Loss of Telephone Line Capability

The Sentinel monitoring center features the following technology for our Internet and telephone communications:

- + T-1 telephone trunks, provided from two (2) redundant leading providers, to prevent against outages
- + 2 x Fiber network uplinks and 36 x T1 lines fed directly into the Sentinel facility
- + Primary provider, Cox Communications (a leading provider of communications) is regionally headquartered within 8 miles and has triple electrical and data redundancy
- + Second redundant carrier, Sprint
- + Cisco IP Telephony Solution combined with Cisco Networking for providing statistical tracking of all data and telephone activity

A confidential, predefined and rehearsed protocol is set up with our telecoms provider to enable a rapid transfer in accordance with the agreed service level. The back-up call handler functions in



an active state and is ready to receive calls from the monitoring units as soon as the calls are rerouted from the primary call handler by our Telecom providers.

In the event telephone communications are unavailable to your field staff, our facility can be contacted via Email or cellular phone. All of our Supervisors have cellular phones.

Alternate Data Transmission Uplinks In Case of Loss of Uplink Capability

The proposed datacenter environment was designed with redundancy in mind at every layer. The platform is deployed at Primary and Backup multiple datacenters to provide geographical redundancy. The infrastructure operates in a hyper-converged cluster with redundant, highly available resources. The datacenters are supervised by live hardware and software engineers 24/7/365 to ensure the best possible uptime, and are supported with five (5) local internet loop providers with redundancy for every switch and component. This infrastructure and system capability has manifested itself in the achievement of 99.999% uptime, as measured, graded, and reported by one of the top three (3) carriers in the United States.

4.5. 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.

All 24 hour a day, seven (7) days a week alert processing is handled by our National Monitoring Center. This secure facility is staffed at all times (24/7) with Sentinel personnel who process offenders alerts based entirely on a program's specific requirements. The site is secured at all times and only authorized personnel are permitted inside. All operators have personal login credentials for quality assurance audits and inspections. The center is secured via electronic card key access and under 24 hour a day, seven (7) days a week security supervision.

To ensure our uninterrupted service, the center is equipped with the necessary electrical and telecommunication back-ups so that we are not subject to either electrical power outages or loss of telecom service. The facility has an Uninterruptible Power Supply (UPS) and an on-site diesel generator. For telecom, we utilize multiple telecom providers so that in the event of a service outage from a provider, all calls are automatically routed to the backup providers. This allows us to assure our customers that there will be no lapse in our continuous operation (24/7) monitoring of the offenders.



In order to eliminate the need for our customers to operate multiple computers to handle their daily duties in addition to the monitoring of offenders, we designed our system to be completely web-accessible. Using any internet-enabled device, authorized personnel can access our monitoring system through the use of secure login credentials. Authorized personnel are able to process a variety of tasks including, but not limited to, the following:

- + Enroll/Delete offenders
- View reports
- + Set GPS zones
- Set and edit curfew schedules
- Access historical monitoring data
- View our case manager created files for each offender

Sentinel DNA provides many advanced features including the capability to determine notification protocol(s). Sentinel will work with the NH DOC to determine and program appropriate agency notification profiles based on the type of program and level of risk to public safely of its participants. The NH DOC will have the capability to determine an agency-specific level or levels of notification. Each authorized user within the agency will then have the ability to choose from the agency-determined notification protocols on a per participant basis. For example, an officer can choose to receive only an email notification of violations for a particular participant but may choose to receive a telephone call and an emailed report of the violation for a different participant. Additionally, individual users can choose to exclude certain events from notification if deemed unnecessary on a per participant basis. These events would still be included on daily, weekly or monthly reports. Notification methods can also vary by supervising personnel.

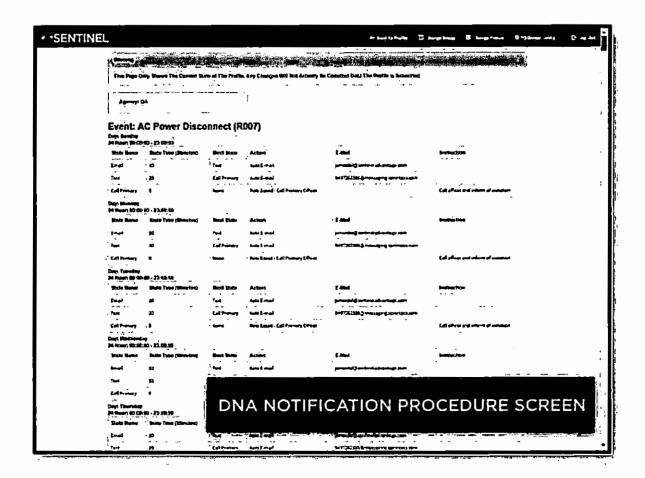
Sentinel is capable of sending alerts to one (1) or more NH DOC personnel via e-mail, text message, and/or voice calls (to landline or cellular phones) at the discretion of the Department. Sentinel DNA will provide notification alerts for all of the program's electronic monitoring equipment feeding data into the monitoring center including curfew and zone violations, equipment tampers, and other noncompliance events. All notification alerts can be simultaneously sent to various parties, including field agents, local law enforcement personnel, external message notification systems, and offenders themselves based on the alert. Sentinel will work with the NH DOC to determine all alarms and notification protocol according to exact



requirements. Sentinel offers alert notification through various methods based on levels of urgency. The notification tools we use include the following:

- + Cell phones with text-messaging capabilities
- + Email notifications
- + Direct phone calls to designated agency staff

Prior to each program deployment, Sentinel will meet with the NH DOC staff to create a Notification Requirements matrix providing the protocols for each type of alert, notified officer, time of notifications, and preferred method of communication. Thereafter, Sentinel's Project Manager will maintain regular communication with Department staff to update and/or tailor the matrix to the needs of the agency and program.





4.6. 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.

Beth Whiting, Regional Account Manager, and Harold Melendez, Sentinel's dedicated local Program Manager, will provide all necessary on-site training, essential manuals for equipment and system operations, and all required ongoing support to the NH DOC staff. Upon contract award, Sentinel will draw upon its fully trained regional teams to ensure this program is implemented efficiently and effectively. In support of this project during implementation and throughout the on-going contract, Sentinel will continue to utilize its training, quality assurance, sales, technical and monitoring support, dispatch services, field services and management divisions. The New Hampshire Department of Corrections can be confident in the fact that the full breadth of Sentinel extensive resources will continue to be made available at all times to this contract in addition to the proposed staff dedicated to this contract. During implementation of the NH DOC's program Sentinel will complete the following milestones:

PHASE 1: PRE-IMPLEMENTATION

- + Initial Project Briefing and Information Session
- + Pre-Production Project Evaluation and Analysis
- + Design, Development and Testing

PHASE 2: IMPLEMENTATION

- + On-site Program Staff Installation and Training
- Equipment Delivery and Testing
- Agency Training
- + System Start-Up
- + Equipment Transition

PHASE 3: POST-IMPLEMENTATION

- + Operation and Maintenance
- Contract Monitoring and Reporting

Sentinel understands the new contract effective date is July 1, 2018, and we are confident we are able to effectively train and transition participants as needed to new technologies well within that date.



4.7. 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.

Sentinel's dedicated local Program Manager Harold Melendez will continue to be responsible for providing an orientation to participants assigned to the program and ensuring the equipment is properly installed. The actual equipment installation will occur at the DOC-designated sites (e.g., agency facility, client residence, etc.). All participants will be enrolled by the ordered deadline, unless the participant fails to attend his/her enrollment appointment. Upon completion of enrollment, a report will be provided to the NH DOC for its records. Like all other records we create, these reports will be accessible by NH DOC staff at all times via the web-enabled monitoring system. During the Orientation / Enrollment appointment, Mr. Melendez will be responsible for the installation of equipment. Upon completing the program orientation, Mr. Melendez will explain the use of the equipment and install the equipment on the participant. This may include GPS, radio frequency, and/or alcohol monitoring devices. The participant's file will contain the ID numbers for all equipment that is issued to the participant for all future references in addition to the required demographic data for the participant and an identification photo of the participant. Mr. Melendez will also maintain all active and shelf equipment to ensure operation, and he will maintain active communication with Sentinel's warehouse to ensure prompt replacement or restocking of equipment. Mr. Melendez will also provide assistance to the NH DOC in the creation of reports. Sentinel's software is designed to provide monitoring of all units that are in service in the field and all monitoring reports are created in the monitoring database, to which NH DOC staff will have secure on-line access at all times.

4.8. 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.

Sentinel understands acknowledges that we will be solely responsible for the cost of replacing equipment that is lost and/or damaged equipment, if the offender does not make restitution. Also, our local dedicated Program Manager, Harold Melendez, will maintain equipment and inventory in proper working condition.



4.9. The Contractor shall repoir and/or replace defective or malfunctioning parts ond/or equipment immediately after the notice or knowledge of a molfunction ar failure that may impede or interrupt the provision of electronic monitaring.

Sentinel's local dedicated Program Manager, Harold Melendez, will troubleshoot, repair and/or replace all defective and/or malfunctioning equipment immediately after the notice or knowledge of a malfunction or failure is determined.

4.10. The Contractor shall maintain all appropriate licenses and certifications required for compliance by appropriate government agencies to perform the requested services.

Sentinel agrees to maintain all appropriate licenses and certifications required for compliance by appropriate government agencies in order to perform the requested services required under the RFP and subsequent contract.

4.11. Contractors may be asked to demonstrate components of their system (either manitoring units or ability to input data) prior to a Contract being awarded.

Prior to a contract being awarded, Sentinel would be glad to provide a comprehensive capabilities overview on our company, our equipment, and the features, benefits and value our organization and proposed solution will deliver to NH DOC.

4.12. All types of monitoring units must operate in canjunction with each other and be compatible with each other.

Sentinel has proposed a continuum of technologies, which operate in conjunction with and are compatible with each other, in an effort to provide NH DOC a choice of equipment that allows NH DOC to determine which technology best meets their program goals and offenders needs based on the offender's level of risk.



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.

Sentinel provides secure transmission and storage of all monitoring data and has policies and procedures in place to ensure that all data, data transmissions and data storage is kept confidential.

Data Transmission and Security: The equipment offerings discussed in this proposal are designed specifically for continuous and real-time electronic monitoring and supported by Sentinel's central computer system located at its secure monitoring center to receive, store, and disseminate data generated through encrypted and secure communication channels. All data is actually stored on Sentinel's central servers located in its secure corporate facility. The workstations that Sentinel's staff and Department personnel use at local facilities are technically only used to connect to Sentinel's central server. Note: No offender data is stored on-board any office workstation so that in the event, however unlikely, of remote component theft or destruction, confidential offender data and records will not be compromised. In addition, Sentinel's monitoring center and secure web-based monitoring systems incorporate the latest in security measures. Due to the sensitive nature of the records that Sentinel handles daily, Sentinel has taken all possible precautions to ensure the integrity and security of its system. Protection of records and their confidentiality are Sentinel's main concern. Sentinel manages this through its System Performance Monitoring and Security against unauthorized personnel.

Network Security: To prevent unauthorized access from outside the monitoring center, the software uses leading Internet security features, including 128-bit encryption. The proposed monitoring platform and case management software systems use Secure Sockets Layer (SSL), the same security features employed by top banking and insurance institutions. All changes to participant or demographic information and/or monitoring data are saved within the system. Additionally, each Sentinel employee has a specific database login credential that allows Sentinel to perform detailed audits on user access to all records in the database to confirm if unauthorized changes have been made.



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.

Sentinel's National Monitoring Center is located in Irvine, California, and is the focal point of our state-of-the-art facility from which we handle more than 50,000 offender calls daily. The Monitoring Center is approximately 3,000-square-feet and is designed based on Underwriters Laboratory specifications. This is the central location where all monitoring center activities are conducted and information is disseminated to correctional agencies and Sentinel personnel alike. No other activities besides the monitoring of offenders are handled from our Monitoring Center as our focus is 100% on the continuous tracking of program participants. Access to the Monitoring Center is limited to authorized-personnel only.

Our dedicated Monitoring Center staff is available to assist with all alarms and act as a liaison for agency officers if needed at any time (24/7). One of our service features is that our operators can attempt to contact offenders directly as a "first-line" of contact when verifying an unauthorized departure from the place of confinement or any other designated alarm or alert. This operator assistance and interaction is provided at no additional cost.

To maintain monitoring center operational integrity, each shift must complete the Facility Check List to ensure that systems and alarms are functional throughout the facility. For security purposes, the Irvine site does not conduct any business with the general public as it contains our corporate office and monitoring center. Program participants or monitored defendants have no access to this facility.

Our monitoring center is designed based on Underwriters Laboratory specifications and restricts access to authorized staff and our data by upholding the following security standards:

- Enforces an electronic key card system for entryway access to both outside building and monitoring center
- Uses multiple security systems including active video/audio systems, alarms system, and motion and fire detectors monitored by an outside security contractor for supervising the entryways



+ Archives data daily and stores it in a secure location to protect against memory loss in case of power failure (which we prevent through our previously described redundancy features)

The primary monitoring center is located on the second story of our Irvine corporate headquarters facility thereby eliminating access through any ground floor level window. There are only two (2) access ways into the monitoring center and each one of these doorways remains electronically locked at all times. For access through these steel-designed doors, authorized employees are issued electronic key cards that are the sole method of entry into the center. In addition, only authorized monitoring center personnel who are on duty for their shift are allowed to enter the center.

As added security, each of the two (2) access ways into the monitoring center are monitored via a closed circuit television system that is supervised from inside the Irvine facility. All monitoring center personnel have continual direct access to a 911 emergency line in the event that an intruder attempted to gain access into the monitoring center. For outdoor perimeter security, the property management firm that owns that property provides random security patrols for the building.

The CCTV equipment is installed in and around the monitoring center. The cameras are monitored and recorded 24-hours per day and surveillance tapes are labelled and archived for a period of 60 days. Every entrance to the monitoring facility is under CCTV surveillance. In addition to our CCTV and electronic access, an independent security provider monitors the monitoring center's alarm system. If the facility is compromised or the supervisor's panic button is depressed, the local authorities are immediately notified.

5.1.2. Monitoring system shall be staffed twenty-four (24) hours a day, seven (7) days a week, 365 days a year.

Our monitoring center is staffed 24 hours a day, seven (7) days a week with a supervisor on duty at all times and live operators cross-trained to support our suite of supervision services and products. We currently employ more than 70 staff members to staff our continuous operations (24/7) facility. This staffing allows Sentinel field staff and NH DOC staff to call and speak with one of our monitoring experts at all times of the day or night. We do not use a recorded answering prompt or message delivery service; our operators answer all calls at all times. In



addition, our center is staffed with bilingual personnel on every shift in order to ensure successful interactions with program participants since operational protocols often require that our monitoring center directly contact offenders when certain alarms occur, regardless of the day of the week or time of the event.

5.1.3. Monitoring system shall be operated by Contractor staffed employees devoted to providing electronic monitoring services.

Sentinel's monitoring center is staffed 24 hours a day, seven (7) days a week with professionally trained and dedicated Sentinel employees entirely devoted to providing world class 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.

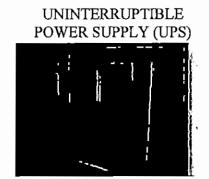
The proposed datacenter environment was designed with redundancy in mind at every layer. The platform is deployed at multiple data centers to provide geographical redundancy. The infrastructure in a hyper-converged cluster with redundant, highly available resources. The datacenters are supervised by live hardware and software engineers 24/7/365 to ensure the best possible uptime. This infrastructure and system capability has manifested itself in the achievement of 99.999% uptime, as measured, graded, and reported by one of the top three (3) carriers in the United States. For data security and back-up, redundant web servers, application servers, and database servers are utilized. RAID disk arrays are employed providing high data availability. This redundant system ensures that all services are continuously maintained should a major disruption occur to the primary system, providing a fully resilient and redundant, on-line failover solution to minimize dependence on backups. Should a period of failover occur, there will be no interruption in participant monitoring and no data lost from the monitoring units because data is stored until it is successfully transferred.

The Data Center's electrical infrastructure consists of two (2) major components:

+ A Distribution System

The distribution system has dedicated power sources that are provided by APS. The system is based on a redundant diverse distributed system consisting of Demarcation Power, Power Distribution Units (PDU), Uninterruptible Power Supplies (UPS) and a Utility Service Bus (USB).





There are two (2) independent Utility Power Feeds on different sub-stations.

+ An Emergency Power Generation System

The emergency power generation system consists of Automatic Transfer Switches (ATS), Emergency Service Bus (ESB), and redundant diesel generation. The primary system has a redundant backup system rated at 100% of the capacity of the primary system.

ON-SITE DIESEL GENERATOR

In the event of a power failure, the emergency diesel

generator will provide power in less than 10 seconds and contain 24 hours of fuel with option to refuel indefinitely for superior backup performance. Once started, the generator automatically ensures it is operating at sufficient capacity and then switches power from the grid to the generator. Data Center staff will conduct regular hourly inspections of the generator to ensure adequate fuel and proper operating parameters are maintained. The generator detects when the power grid resumes operation and within five (5) minutes restores power from the grid and shuts down the generator. This added redundancy virtually guarantees seamless and continuous power to the Data Center providing added confidence to the agency that public safety is ensured. All computers, routers, phone systems, alarm systems and related power systems have Uninterrupted Power Supplies (UPS) capable of extended battery backup. In case of power failure, the UPS will automatically keep power to all key computers, lighting, security, network, communications and related systems. An audible alert will inform staff that the UPS systems are engaged.

In addition to the above data centers, Sentinel has a developed and tested comprehensive Risk Mitigation and Disaster Recovery Plan addressing the company's ability to continue meeting customer needs while coping with circumstances that might arise during a disaster; a copy of this



"Confidential" document is available upon request. Sentinel believes disaster recovery is extremely important to our successful operations and the integrity of our programs within the corrections industry. Each member of Sentinel's staff is trained on the execution.

Following an emergency at the data center, the operational personnel on site will take the appropriate initial action and then contact a member of the Emergency Management Team starting with the first name on the list. When a member is located, that member will contact the remaining members of the Emergency Management Team. The members will meet at or near the disaster to make a firsthand assessment of the damage.

They will determine the action to take and will notify senior management. If a determination is made to notify all other teams, the Emergency Management Team will phone the other teams using a predefined pyramid contact system. A brief message will be dictated over the phone and the called person will write down the message. At the end of the message, the called person will read back the message to verify that all critical information is stated. This same procedure will be used for all calls in the pyramid. It will ensure that all contacts have the same information.

The captain of the Disaster Recovery Team will document the team's activity by posting it on the Disaster Recovery Log. This will be used by the Management Team to prepare status reports for both management and customer notification and will become a historical document for Sentinel. The Management Team will also use the log to coordinate the concurrent activities of the various teams.

All planned software, hardware, and resources in place at backup site, have been tested and the team will conduct a complete series of tests to ensure full recovery of the communication network capabilities. Provide for full restoration of service at the original or new alternate facility depending on the severity of the incident.

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.

Sentinel's system records all data with a historical transaction record and is stored/archived for retrieval/backup in a database when requested by agency personnel. Our system architecture is designed to provide regular and reliable data backups while the system remains online and available.



Databases are backed up to tape using the industry recognized Symantec Backup Exec software data back-up and disaster recovery software package. Tape backups are encrypted to ensure security of the data stored in a secure, off-site location. We make full database backups daily and incremental backups hourly.

To ensure that all data remains secure and is backed-up regularly, Sentinel has taken all of the required steps. Redundant web servers, application servers, and database servers utilized. RAID disk arrays are employed providing high data availability. This redundant system ensures that all services are continuously maintained should a major disruption occur to the primary system, providing a fully resilient and redundant, on-line failover solution to minimize dependence on backups. Should a period of failover occur, there will be no interruption in participant monitoring and no data lost from the monitoring units because data is stored until it is successfully transferred.

Finally, encrypted backups are sent off-site and kept in a secure / fireproof storage facility that is located 30 miles away for one (1) month. Month end backups are sent off-site to be archived for a period of 12 months and year-end backups are sent off-site to be archived for a minimum of seven (7) years. Transportation of backup media in locked containers to and from the backup facility and the Sentinel monitoring center is performed only by authorized personnel. Access to all historical data is available unimpeded to the agency for the life of the contract.

5.1.6. Monitoring system shall be capable of continuously initiating, receiving and storing oll 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 onolysis 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 os required and/or requested by the NH Department of Corrections.

Our Monitoring system is capable of continuously initiating, receiving, and storing all calls and voice responses of the participant and data sent by the field monitoring equipment, with the date and time of each occurrence.

Our system is comprised of a multi-server configuration that processes incoming data and alert calls from our monitoring and tracking units in service. All field units report-in via either landline or cellular networks to our Monitoring Center. All incoming and outgoing calls into and



from our monitoring center are recorded on tape and can be available for immediate playback and analysis. In addition, all monitoring activity of offenders placed on the program are stored in the system and activity reports are readily available on line via the secure web based monitoring application.

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.

Sentinel's monitoring center is fully equipped with a sufficient number of workstations and professionally trained staff who are available 24 hours a day, 7 days a week, and 365 days a year in order to assist NH DOC staff with data entry, changes, report printing, and any other required 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.

DNA has the option to schedule as many as eight (8) different curfew periods per day. In the event that the client is reported absent at the start of a curfew period, or in the event that the client is reported as having left during a curfew period, the Sentinel Monitoring Center can make direct live phone contact with the participant or his residence to confirm his presence or absence. The Monitoring Center is trained to require the client to identify with personal information as well as home base station information to confirm that the client is present. The outcome of the verification contact can then be communicated to the officer via email, text message, or live phone call.

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 Carrections.

Using Sentinel DNA, NH DOC staff can create new participant enrollments, edit current offender records, modify schedules, zones, and remove offenders from the monitoring system



without calling the Sentinel Monitoring Center. To complete a participant's enrollment for monitoring, NH DOC staff would log on to the system and enter basic entry requirements which include the participant's name, agency designated unique alpha-numeric identifier, physical address, serial number of assigned equipment, assigned officer, and offender photo. In addition to entering the basic requirements on the enrollment screen, an agency can choose to enter additional participant demographic information. This screen also offers free form fields and allows agencies to request customized fields for additional agency specific participant information – either of which can be used for case information.

Sentinel is the original developer of DNA and Sentinel engineers control the web-based data fields, reports, and queries, ensuring Sentinel is fully capable of meeting agency data and reporting needs. As an additional benefit, users can enroll participants in the system and activate them at a later date. Agency officers, equipment installers or authorized monitoring personnel can activate the saved enrollment upon notification of in-home equipment installation or on the participant's scheduled start date.

DNA provides for the ability to monitor and store information for each agency and officer utilizing the program as well as each individual participant enrolled in the program. Agency-specific information can include but is not limited to agency name, address, telephone, fax, and email, group agency name and address, default monitoring configuration parameters, default field equipment parameters, and alert processing procedures. Officer specific information can include but is not limited to name, address, telephone, fax, and pager numbers. Participant specific information includes, but is not limited to, participant name, date of birth, SSN, address, phone, etc), photo, enrollment date, supersizing officer, case plan (risk level) and corresponding notes, zones (inclusion, exclusion), schedules (curfew rules), alerts, location data (historical and current), and termination data.

5.1.10. Monitoring system shall have an alert system so that the Cantractor's monitoring center shall natify the NH Department of Corrections by telephone or email af any unauthorized absences, late arrivals and equipment malfunctions and tampering upon accurrence indicating the offenders' name, unit number and violation type as agreed to and arranged by the NH Department of Carrections.

Sentinel DNA provides many advanced features including the capability to determine notification protocol(s). Sentinel will work with the NH DOC to determine and program



appropriate agency notification profiles based on the type of program and level of risk to public safely of its participants. NH DOC will have the capability to determine an agency-specific level or levels of notification. Each authorized user within the agency will then have the ability to choose from the agency-determined notification protocols on a per participant basis. For example, an officer can choose to receive only an email notification of violations for a particular participant but may choose to receive a telephone call and an emailed report of the violation for a different participant. Additionally, individual users can choose to exclude certain events from notification if deemed unnecessary on a per participant basis. These events would still be included on daily, weekly or monthly reports. Notification methods can also vary by supervising personnel. .

Sentinel is capable of sending alerts to one (1) or more NH DOC personnel via e-mail, text message, and/or voice calls (to landline or cellular phones) at the discretion of the Department. DNA will provide notification alerts for all of the program's electronic monitoring equipment feeding data into the monitoring center including curfew and zone violations, equipment tampers, and other noncompliance events. All notification alerts can be simultaneously sent to various parties, including field agents, local law enforcement personnel, external message notification systems, and offenders themselves based on the alert. Sentinel will work with the Department to determine all alarms and notification protocol according to exact requirements. Sentinel offers alert notification through various methods based on levels of urgency. The notification tools we use include the following:

- + Cell phones with text-messaging capabilities
- + Email notifications
- + Direct phone calls to designated agency staff

Sentinel will meet with NH DOC staff to create a Notification Requirements matrix providing the protocols for each type of alert, notified officer, time of notifications, and preferred method of communication. Thereafter, Sentinel's Project Manager Harold Melendez will maintain regular communication with department staff to update and/or tailor the matrix to the needs of the agency and program.



5.1.11. The Monitaring system shall be able to generate reports as required and requested by the NH Department of Carrections.

The DNA monitoring system application is a secure web-based application that is easily accessible for authorized users 24 hours a day, 7 days a week, 365 days a year. No software components, applications, or client requirements need to be installed. Sentinel will provide the NH DOC with access to standard, system generated reports that are pre-formatted and available via any internet-enabled computer or laptop through Sentinel's secure monitoring system. Any authorized user can view participant activity 24 hours a day, seven (7) days a week. Our software is an SQL database structure and is infinitely capable of generating reports, eliciting statistical data and conducting queries for specific information as needed to meet literally any Department requirement. Each data field within the entire software system can be queried in order to generate necessary report information. Users have the option to view, save, and/or print data and/or reports from the system. This advanced application improves overall management of program information providing direct access to monitoring data in the hands of all agency authorized staff.

—IMPORTANT SENTINEL ADVANTAGE—

DNA provides additional reporting features for participants who are being tracked with GPS.

From the Reports Screen, authorized users can run reports for a single person or group of people:

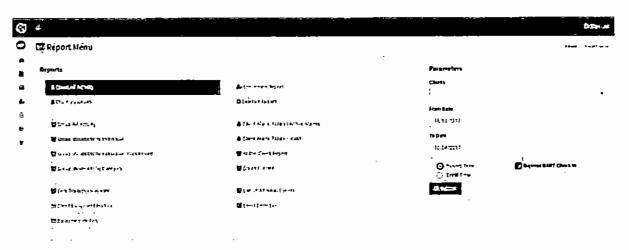
- + Alerts showing which actions were taken and if the notifications were successful
- + Events showing all events, including alerts
- + Speeding
- + Proximity, allowing users to see if any or all participants were near a specific location at a specific time (crime scene Correlation)
- + Zone activity to show which participants entered and left zones, such as AA, shopping malls, known drug areas, etc.
- + Stops which shows where and when participants stayed in one (1) location over a given time period
- + Movement which shows the participant's movement between stops, including duration, where they began and ended, etc.



+ User activity which shows which users are logging into the monitoring software application system and for how long

Below we have provided a list of our standard reports available followed by an image of the Report Menu available within DNA:

- + Individual All Activity
- + Individual Violations Only
- + Group All Activity
- Group Violations by Individual
- Group Violations by Category
- + Event Detection
- + Client Alarm Totals
- + Enrollment Report
- Deletion Report
- Active Client Report
- + Count Current Report
- + List of all Away Clients



If the Department requires reporting information that is not currently available through Sentinel's standard reports within our DNA monitoring platform, we will gladly work with the Department to create any necessary reports.



6. Monitoring Equipment:

Transmitter and/or other device worn by offender.

6.1. Minimum requirements:

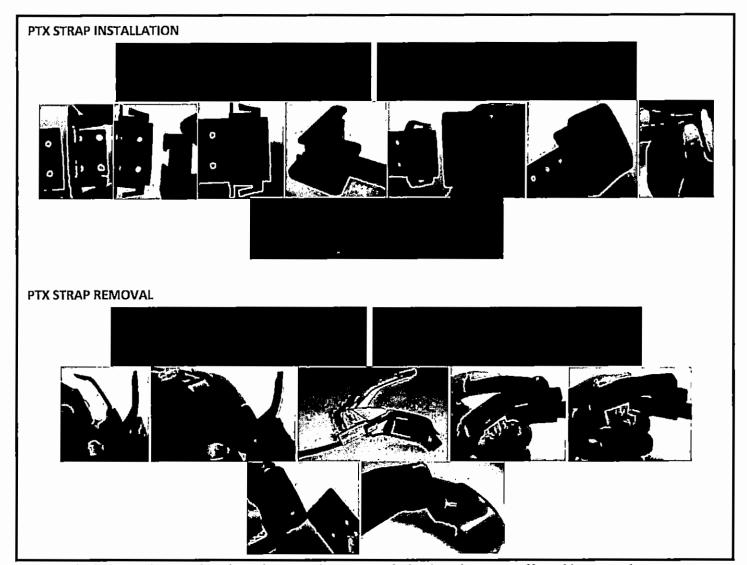
6.1.1. **Structural Components/Features:** Transmitter shall be small, lightweight and easily installed an the offender's ankle or wrist with minimal training and experience of the installer:

- 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 autlet;
- 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 far activities of the offender.

RF Patrol Electronic Monitoring Transmitter

The RF Patrol transmitter (PTX2) is 1.57 X 2.72 X 0.77 inches and weighs 1.51 ounces. It is easily, securely and comfortably attached to the ankle of participants under normal slacks. With only four (4) easy to install pieces, the PTX is one of the easiest RF bracelets and straps to install in the industry. The RF Patrol bracelet is easily installed by a trained officer in less than five (5) minutes. The strap and fasteners are not available to the general public either commercially or through any mail order outlet. The images below depict the stages of PTX strap installation and removal and the associated PHMU display prompts.





The RF Patrol transmitter is moisture and waterproof, shock resistant, unaffected by normal human environmental and atmospheric conditions, and does not pose a safety or health threat to the wearer or unduly restrict the activities of the participant. Its unobtrusive, hypoallergenic and sleek bracelet design makes it one of the smallest body-worn bracelets available on the market.

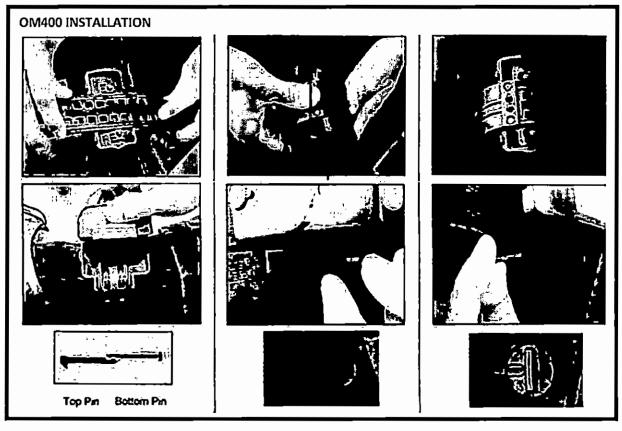
OM400 GPS Tracking Device

The OM400 is a discrete unit that is easily, securely and comfortably attached to the ankle of the participant. The OM400 tracking device is a one-piece device that is small and light weight with the device's dimensions at $3.5 \times 2.4 \times 1.6$ inches and weighing 8.4 ounces.

The OM400 GPS tracking device is extremely easy to attach to the participant's ankle with a reusable, adjustable and replaceable strap. The strap includes a permanently embedded fiber-



optic cable and is fully adjustable, eliminating the need for strap cutting during installation. Two (2) locking pins connect the unit to the back plate. Personnel installing an OM400 GPS tracking device on the participant need no tools. The installer will connect the device to the ankle of a participant with only their thumb and forefinger. Once properly attached, the device will detect and report a tamper message if it is removed. The OM400 GPS tracking device strap is easily sanitized and reusable on multiple participants without the need for replacement. The device is attached to the participant's ankle with an extended length band to accommodate the largest of ankles. The strap's design allows for a secure fit and has multiple holes to assist in finding the proper fit on each person. The strap is adjustable as needed prior to locking the pins in place to allow the participant to stand up and/or walk around to determine the best fit possible.



Agency or Sentinel staff will enroll a participant in the monitoring system application. The enrollment process is quick, simple and completed in five (5) to 10 minutes by entering basic data and selecting the respective officer. Upon a participant's enrollment, the officer will fit a sanitized unit on the participant through a straightforward configuration process which consists of 1) adjusting the strap to the participant's ankle, 2) securing the device on the participant, 3)



changing the status of the device to active and 4) assigning the device to the participant on the web-based platform. The software recognizes the device as soon as it is activated and assigned to the participant, providing confirmation that the device is working properly. The strap and fasteners are not available to the general public either commercially or through any mail order outlet.

The OM400 device casing is hardened and waterproof in both salt water and fresh water. The unit can withstand temperatures between -68° Fahrenheit and 155° Fahrenheit, humidity of less than 95 percent, normal household and atmospheric conditions, and up to 500 MHz of random vibration of 1.25G rms. The unit is also dishwasher safe, which is the easiest and most effective way to sterilize the device.

The OM400 does not pose any known health or safety hazards to participants or other persons coming into contact with the tracking units. The OM400 transmitter case is made of Hypo-Allergenic Acrylonitrile-Butadiene-Styrene (ABS) Plastic, a material that is durable and safe posing no hazard or danger to defendants.

6.1.2. Federal Communications Commission (FCC): Transmitter shall comply with all applicable Federal Communications Commission rules and regulations ond must be registered with the FCC.

List FCC registration number.

All of Sentinel's proposed equipment has been properly registered and certified under Federal Communications Commission (FCC) rules and regulations. Below are the FCC Certification numbers for the RF Patrol transmitter and the OM400 GPS tracking device.

EQUIPMENT TYPE	FCC CERTIFICATION
RF Patrol Ankle-Worn Transceiver - Domestic	NSNPTX08
OM400 Tracking Device (transceiver)	AB3-OM400



6.1.3. Radio Signal: Transmitter shall send an individually coded signal that has a range of appraximately 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.

RF Patrol Electronic Monitoring Transmitter

The RF Patrol transmitter emits a unique, constantly changing signal three (3) times per minute. Each time the bracelet transmits its signal, it reports the serial number of the transmitter associated to the participant, its power status, and tamper status. The RF Patrol receiver is designed for and capable of uniquely identifying the transmitter. Upon activation, the receiver automatically indentifies the transmitter in range and synchronizes itself and the transmitter as a matched set.

The bracelet records and reports each tamper as a separate event alerting the agency of a participant's tamper frequency level. The RF Patrol monitoring system's signal range is agency programmable and variable with three (3) settings as follows:

- + Low, approximately 50 feet
- + Medium, approximately 100 feet
- + High, approximately 150 feet

—IMPORTANT SENTINEL ADVANTAGE—

Both the RF Patrol transmitter and the home unit indicate RF signal strength during range testing. This enables the Sentinel installers and/or Agency staff to perform accurate range testing at each installation and the officer/installer can also determines the distance of the range setting in one of multiple distance settings.

RF Patrol features a programmable leave window at the participation agency's direction either all units shipped to an agency or on a per unit/participant basis. The standard leave window is five (5) minutes, but can easily and remotely be adjusted.

To prevent interference, tracing or duplication of the radio frequency signal, the RF Patrol bracelet signal has a 24-bit data string with more than four (4) million unique combinations. This design prohibits duplicates or interference from other RF signals commonly found in homes. The RF transmissions are the most reliable, sophisticated, and highly encrypted in the industry, and incorporate the following advanced security features:



- + **Frequency Alterations:** The RF Patrol bracelet signal features a patented circuit and is designed to discourage tracing or duplicating by automatically and constantly changing the transmitter transmission pulse rates (unique to each bracelet) during every other pulse to provide added protection against signal duplication and/or frequency interference.
- + Encrypted Radio Transmissions: The RF Patrol bracelet uses more than four (4) million unique transmission combinations. The constantly changing pulse rate is unique for each active bracelet, making it virtually impossible to predict or duplicate through the use of counterfeit transmitters or other radio equipment. The home unit is aware and anticipates how each specific bracelet will vary transmissions. No other electronic monitoring companies have incorporated this intelligence into their radio frequency monitoring systems units or devices.

—IMPORTANT SENTINEL ADVANTAGE—

Sentinel's unique dual transceiver approach incorporates both a transmitter and receiver in the home unit, as well as having both in the transmitter. In fact, the RF Patrol home unit has two (2) constantly active internal antennas capable of both receiving from and transmitting signals to the bracelet to maximize the ability to detect the presence of transmitter signals. RF Patrol's signaling is robust, fast and intelligent. The units can complete a closed loop signal confirmation up to three (3) times in one (1) second, resulting in the most sophisticated and reliable signaling in the industry. This enables RF Patrol to provide the most accurate RF signaling and fastest notification on the market.

OM400 GPS Tracking Device

The OM400 GPS tracking device is provides a continuous signal that is directly received via cellular communication by the monitoring system; however, if the optional OM400 beacon is utilized, there is a set range of 150 feet. The OM400 tracking device and OM400 beacon communicate over a proprietary encrypted signal to prevent false communication, jamming, and hacking.



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.

Neither the RF Patrol transmitter nor the OM400 GPS tracking device will interfere or be interfered with radio transmitters normally used by police/corrections officials, law enforcement, emergency services, electronic security systems, or other radio devices.

To prevent interference, tracing or duplication of the radio frequency signal, the RF Patrol bracelet signal has a 24-bit data string with more than four (4) million unique combinations. This design prohibits duplicates or interference from other RF signals commonly found in homes. The RF transmissions are the most reliable, sophisticated, and highly encrypted in the industry, and incorporate the following advanced security features:

- + Frequency Alterations: The RF Patrol bracelet signal features a patented circuit and is designed to discourage tracing or duplicating by automatically and constantly changing the transmitter transmission pulse rates (unique to each bracelet) during every other pulse to provide added protection against signal duplication and/or frequency interference.
- + Encrypted Radio Transmissions: The RF Patrol bracelet uses more than four (4) million unique transmission combinations. The constantly changing pulse rate is unique for each active bracelet, making it virtually impossible to predict or duplicate through the use of counterfeit transmitters or other radio equipment. The home unit is aware and anticipates how each specific bracelet will vary transmissions. No other electronic monitoring companies have incorporated this intelligence into their radio frequency monitoring systems units or devices.

Both the RF Patrol system and the optional OM400 Beacon operate within a radio frequency range of +/-433MHz.

The RF Patrol Home Monitoring Unit and PTX2 system has three (3) range settings:

- + Low approximately 50 feet
- + Medium approximately 75 feet
- + High approximately 150 feet

The optional OM400 Beacon has a static range setting of 150 feet.



6.1.5. Programmability: Transmitter must be field programmable.

The RF Patrol bracelet is field programmable to any RF Patrol Personal Home Monitoring Unit (PHMU). In addition, the OM400 GPS device is also field programmable to any optional OM400 Beacon.

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 canfirm its presence when a telephone call to the location is initiated by the central computer system.

The RF Patrol radio frequency bracelet and OM400 one-piece GPS device are equipped with their own independent and unique serial number which provides a unique identifier for the bracelet. When properly enrolled into the monitoring system and installed on a participant, the monitoring system automatically associates events received from the equipment to the participant enrolled on the system and wearing the device.

- 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.
- <u>Batteries powering the transmitter shall be easily replaced in the field and may require</u>
 <u>replacement of either the transmitter or the receiver/monitor in the home.</u> [Edited per
 <u>Addendum 1</u>]

RF Patrol Electronic Monitoring Transmitter

The RF Patrol PTX2 (transmitter) is powered by a lithium thionyl-chloride, 3.6V, 750 milliamp hours (mAh) battery pack that is designed for a continuous operating life of two (2) years, proactively replaced by Sentinel at an 18 month interval and has a four (4) year shelf life. The RF Patrol bracelet unit is manufactured as a completely sealed unit to provide a reliable battery life; therefore the unit must be returned to Sentinel's warehouse for battery replacement. The sealed unit ensures longer battery life by prohibiting leakage and eliminating the need for



assembly during device installation. Sentinel will provide replacement devices in the event a unit must be returned for service.

Sentinel's transmitter is the only bracelet on the market that continuously reports the remaining battery life to the Personal Home Monitoring Unit (PHMU or "home unit") making it visible to installers on the Liquid Crystal Display (LCD) of the home unit. This unique feature enables Sentinel installers and/or Agency staff to best match bracelet remaining battery life with each participant's anticipated term on EM at the time of initial installation, thereby proactively mitigating service calls due to bracelet battery depletion during the participant's term. Under normal circumstances the PTX2 will communicate a low-battery message to the receiver and report it to the host server five (5) to seven (7) days prior to depletion.

OM400 GPS Tracking Device

The OM400 features an internal battery that boasts one of the industry's longest battery lives of 12 to 18 months with a shelf life of three (3) years. The OM400 unit is manufactured as a completely sealed unit to provide a reliable battery life; therefore the unit must be returned to Sentinel's warehouse for battery replacement. The sealed unit ensures longer battery life by prohibiting leakage and eliminating the need for assembly during device installation. Sentinel will provide replacement devices in the event a unit must be returned for service.

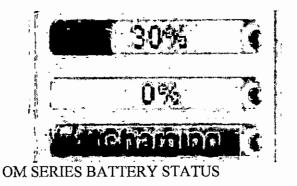
Participants charge the unit through a standard 110V plug with a 15-foot cord easily connected directly to the front of the unit. The unit has an intensive monitoring battery life of up to 72 hours depending upon the rate plan used by the agency and is rechargeable in 1.5 hours. The OM400 features a multi-colored LED light that will illuminate during battery charging.



OM SERIES LED LIGHTS



Additionally, the device reports the battery status each time it reports to the monitoring center. If the device's power is low, the monitoring center will generate a low battery alert. A low battery alert is generally generated when the device is at 20% or less of battery power. This alert will clear when battery power is restored above 85%. To mitigate low battery issues, agencies can incorporate a mandatory recharging schedule into the participant's daily schedule. If the device is not charging at the scheduled time, or if it is unplugged prior to the expiration of the charging schedule, the monitoring center can notify staff if required. The software also allows the agency to require the OM400 device to take specific action such as vibrating to alert the participant in the event of a low battery.



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 transmitter to immediately notify the central computer (when in range of the receiver) of any tamper attempt ar 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 signol 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 centrol computer until reset by authorized agency personnel.

RF Patrol Electronic Monitoring Transmitter

The RF Patrol transmitter is securely attached to the offender's ankle in a manner in which efforts to tamper with or remove the device are detectable. The strap is equipped with a sophisticated fiber-optic strap design that uses light rather than a conductive circuit to ensure the



participant cannot tamper with the unit without the generation of a tamper report. The 16 individual tamper detection circuits embedded in the strap send a pulse of light through the fibers at a rate faster than once every second, constantly confirming the status of the strap. If a participant attempts to cut the fiber-optic strap or remove the unit, the unit automatically activates a "tamper alert" signal and transmits the "tamper alert" to the home monitoring unit on an average of approximately three times (3x) per minute while in range. If tampered with out of range of the receiver, the unit will maintain the signal and submit the event to the receiver for recording upon entering range.

Following initial activation, RF Patrol does not allow unattended, automatic resetting of tamper alarms. The unit will continue to transmit a tamper signal to the central computer until reset by authorized personnel. It does provide the capability for inspection of the band and clips and if determined necessary, agency personnel can use a unique key fob to disable, remove, inspect the back of the bracelet, and then reset the bracelet once the band is secure. A visual inspection produces a "Restart" event for the PTX2 transmitter, confirming that an authorized person has manually reset the device.

OM400 GPS Tracking Device

The OM400 tracking device is securely attached to the offender's ankle in a manner in which efforts to tamper with or remove the device are detectable. The OM400 GPS tracking device detects three (3) tamper types including 1) strap tamper, 2) device case tamper and 3) backplate tamper. Within seconds of a tamper attempt, the device will communicate and send a unique alert to the monitoring system web interface. The OM400 device will automatically and instantly communicate to the monitoring system software when a participant attempts to remove or tamper with the strap. The monitoring system then immediately sends the alert to the appropriate personnel. The OM400 device will send a tamper alert if the participant severs the strap or if the unit loses contact with the back plate attached to the leg. Additionally, the unit will send a tamper alert if the unit is broken or if the unit's back plate is separated from the rest of the unit. The OM400 devices remain in tamper, and will continue to transmit a tamper signal to the central computer, until inspected and reset through the monitoring system software. This process eliminates nuisance tamper events reduces tampers to only those that truly warrant investigation and necessitate oversight. Authorized staff can utilize any internet enabled device to access the software in order to clear a tamper, or they can call Sentinel's national monitoring center to clear



the tamper event for them. A mobile application is also available to allow authorized staff to clear alerts or access participant activity when away from the office.

6.10. 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.

RF Patrol Electronic Monitoring Transmitter

Operation: RF Patrol has a highly-advanced tamper detection scheme. The strap is equipped with a sophisticated fiber-optic strap design that uses light rather than a conductive circuit to ensure the participant cannot tamper with the unit without the generation of a tamper report. The 16 individual tamper detection circuits embedded in the strap send a pulse of light through the fibers at a rate faster than once every second, constantly confirming the status of the strap. If a participant attempts to cut the fiber-optic strap or remove the unit, the unit automatically activates a "tamper alert" signal and transmits the "tamper alert" to the home monitoring unit on an average of approximately three times (3x) per minute while in range. Sentinel bracelets have proven successful and corrections agencies that rely on the most accurate technology available have confidently used this fiber-optic circuitry worldwide. This unique technology eliminates the concern of "false tamper" alerts created through normal usage at home or in typical work environments.

Sentinel provides straps designed to fit any ankle size. When properly installed, participants cannot remove the bracelet without destroying the strap and setting off the primary tamper circuits. Properly installed, participants cannot stretch or slip off the bracelet without detection.



RF PATROL PHMU LED DISPLAY BAND CLOSE CONFIRMED

<u>False Alarms:</u> False alarms may be produced in instances where dirt or debris block the fiber optic light circuit, or when the strap is not properly installed. Both can be prevented by ensuring that the device is correctly installed using the provided strap cutting tool and that the devices are cleaned and the light windows inspected prior to installation on each client.



<u>Defeats:</u> There are no known instances of offenders defeating the tamper features with a correct installation; however, an offender may be able to slip the device off the ankle if the device is installed too loosely.

Reset: Following initial activation, RF Patrol does not allow unattended, automatic resetting of tamper alarms. It does provide the capability for inspection of the band and clips and if determined necessary, agency personnel can use a unique key fob to disable, remove, inspect the back of the bracelet, and then reset the bracelet once the band is secure. A visual inspection produces a "Restart" event for the PTX2 transmitter, confirming that an authorized person has manually reset the device.

OM400 GPS Tracking Device

Operation: The OM400 GPS tracking device detects three (3) tamper types including 1) strap tamper, 2) device case tamper and 3) backplate tamper. Within seconds of a tamper attempt, the device will communicate and send a unique alert to the monitoring system web interface. The OM400 device will automatically and instantly communicate to the monitoring system software when a participant attempts to remove or tamper with the strap. The monitoring system then immediately sends the alert to the appropriate personnel. The OM400 device will send a tamper alert if the participant severs the strap or if the unit loses contact with the back plate attached to the leg. Additionally, the unit will send a tamper alert if the unit is broken or if the unit's back plate is separated from the rest of the unit.

When properly installed, attempts to defeat, remove or tamper with the OM400 GPS tracking device will also be visually obvious to trained personnel. The strap will show signs of cutting or dislodging as it is made of durable hypoallergenic materials that are molded into a uniform design. The back plate fits precisely in place and any attempts to pry it open are easily noticeable.

<u>False Alarms:</u> False alarms may be produced in instances where dirt or debris block the fiber optic light circuit, or when the strap is not properly installed. Both can be prevented by ensuring that the device is correctly installed and that the devices are cleaned and the light windows inspected prior to installation on each client.

<u>Defeats:</u> There are no known instances of offenders defeating the tamper features with a correct installation; however, an offender may be able to slip the device off the ankle if the device is installed too loosely.



Reset: The OM400 devices offer the most advanced tamper detection and reset methodology.

The devices have been proven to be highly reliable and reduce the production of false tampers.

The devices remain in tamper until inspected and reset through the monitoring system software.

This process eliminates nuisance tamper events reduces tampers to only those that truly warrant investigation and necessitate oversight. Authorized staff can utilize any internet enabled device to access the software in order to clear a tamper, or they can call Sentinel's national monitoring center to clear the tamper event for them. A mobile application is also available to allow authorized staff to clear alerts or access participant activity when away from the office.

7. Receiver/Dialer/Monitor:

7.1. Minimum requirements:

- 7.1.1. **Federal Communications Commi**ssion: 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.

All of Sentinel's proposed equipment has been properly registered and certified under Federal Communications Commission (FCC) rules and regulations. Below are the FCC Certification numbers for the RF Patrol home monitoring unit (landline and cellular) and the OM400 beacon.

EQUIPMENT TYPE	FCC CERTIFICATION
RF Patrol Receiver / Home Monitoring Unit – Landline	NSNPHMUL08
RF Patrol Receiver / Home Monitoring Unit - Cellular	NSNPHMUC08
OM400 Beacon	0A3MRF24J40MA

^{7.1.2.} Installation: Receiver/dioler/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.

RF Patrol Electronic Monitoring Receiver

The RF Patrol PHMU operates properly in households containing normal household goods and appliances. The RF Patrol Landline PHMU is installed in a central location, using a standard two-prong 110 volt AC power cord certified to UL standards and two (2) standard, universal



RJ11C connectors that are common in participant homes. It is virtually impossible to connect the unit incorrectly, as installers can connect either RJ11C connector to the wall phone jack or the telephone. The PHMU also has internal surge protectors for the power supply and telephone line incorporated into the internal architecture. The RF Patrol Landline PHMU uses common telephone lines to transmit data to the monitoring center. The RF Patrol Landline PHMU is programmed remotely to report over toll-free telephone numbers using rotary, pulse or touch tone via common telephone lines.

If the participant does not have a residential telephone line, Sentinel offers optional RF Patrol Cellular at an additional cost. The RF Patrol Cellular units utilize the same bracelets and have all of the advanced features as the landline RF Patrol units. The RF Patrol Cellular PHMU incorporates a cellular modem for reporting information to the monitoring center in lieu of using a conventional land-based phone line.

Installers can enroll the home unit before or after the bracelet is on the participant. Installers can complete home unit enrollment through easy to follow prompts on the LCD screen in agency offices or at the participant's home. A telephone line is not required to complete the enrollment process. Additionally, the offender can easily install the RF Patrol PHMU in the offender's home (or applicable base monitoring location) in less than five (5) minutes.

OM400 Beacon

The optional OM400 beacon is easily installed by the offender in a central location in the offender's home. The unit is powered using a standard two-prong 110 volt AC power cord certified to UL standards.

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 that one (1) offender.

RF Patrol Electronic Monitoring Receiver

The RF Patrol transmitter installed on the offender's ankle can be paired with a RF Patrol Home Monitoring Unit. Once enrolled and installed, the HMU will only receive and report events associated to the participant's monitoring activities.

The RF Patrol base station (PHUM) is equipped with LED lights that provide a clear indication of connection / receiving the signal from the RF Patrol transmitter (PTX2).



OM400 Beacon

The OM400 GPS tracking device installed on the offender's ankle can be paired with an optional OM400 Beacon. Once enrolled and installed, the OM400 Beacon will only receive and report events associated to the participant's ankle-worn OM400 tracking device.

The beacon's function is to send signals to the OM400 device. When the OM400 receives transmission from the beacon, users can be assured that the OM400 is at home and within range of the beacon. In traditional RF terms, the beacon functions like a transmitter and the OM400 like a receiver. The beacon does not communicate to the monitoring system or receive signals from the OM400.

7.1.4. **Power Features:** Receiver/dialer shall be pawered by 110 valt 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.

RF Patrol Electronic Monitoring Receiver

The RF Patrol PHMU is designed with a built-in auto-recharging backup battery that functions for up to 48 continuous hours of full operation (including but not limited to detecting and reporting information) in the event of a commercial power failure at the participant's home or power cord disconnection. Additionally, the PHMU will produce a red front panel indicator light to encourage the participant or other person in the home to ensure the unit is properly plugged in and to reconnect the PHMU power cable if he or she discovers a problem. Despite the reason for power outage, the built-in back-up battery will provide full operation (including dialing and reporting) during continuous power outages for up to 48 hours.

—IMPORTANT SENTINEL ADVANTAGE—

In the unlikely event that a power outage exceeds the 48 hour battery back-up and is forced to shut down prior to reporting any event, the RF Patrol PHMU has an internal non-volatile memory capable of indefinitely storing approximately 90 days of monitoring events, including date and time stamps. The unit retains all stored events and reports them to the monitoring center upon power restoration and in cases were cellular units are being used restoration of cellular connectivity.



OM400 Beacon

The optional OM400 beacon monitors and reports A/C power disconnect in addition to movement/relocation. The beacon will communicate an AC power failure to the OM400. The OM400 will communicate that information to the monitoring system as soon as it receives the transmission from the beacon. The unit is equipped with superior onboard memory in case of communication outage and its internal backup battery lasts for up to 48 hours.

The beacon communicates with the OM400 GPS tracking device via encrypted radio frequency signal when the OM400 GPS tracking device enters range of the optional beacon. The OM400 receives beacon signals and communicates those signals and status to the monitoring system. The OM400 call-in interval (rate plan) can be configured as needed. The beacon unit does not directly communicate with the monitoring system.

7.1.5. Internal Clock/Memory: Receiver/dialer shall contain an internal clack and a memory to store and time stamp data in the event that telephone communication with the central computer is disrupted.

RF Patrol Electronic Monitoring Receiver

The RF Patrol radio frequency monitoring solution is equipped with an internal clock that will detect and store the date and time on all recorded events.

The RF Patrol transmitter will hold status information – tamper, no tamper, battery status – to be communicated upon entering the range of the paired RF Patrol receiver. The RF Patrol home-based receiver has an internal non-volatile memory capable of indefinitely storing approximately 90 days of monitoring events, including date and time stamps. The unit retains all stored events and reports them to the monitoring center upon power restoration and in cases were cellular units are being used restoration of cellular connectivity.

OM400 Beacon

The optional OM400 beacon is equipped with superior onboard memory in case of communication outage and its internal backup battery lasts up to 48 hours. The unit will provide event data with date and time stamp upon restoration of services.



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.

RF Patrol Electronic Monitoring Receiver

If the RF Patrol PHMU needs to report a status and cannot due to telephone usage, the PHMU delivers courtesy beep tones alerting the participant to relinquish the telephone line and allow the unit to report. The beep tones will repeat approximately every two (2) minutes until remedied. If the participant does not relinquish the telephone line within approximately two (2) minutes of the first message, then the PHMU will generate a "Telephone Disconnect" event that is stored in internal memory. The PHMU will automatically send all stored data to the monitoring center when telephone communications are restored or the unit is retrieved from the participant's home and connected to a phone line.

OM400 Beacon

The OM400 Beacon does not communicate via landline. The beacon communicates with the OM400 GPS tracking device via encrypted radio frequency signal when the OM400 GPS tracking device enters range of the optional beacon. The OM400 receives beacon signals and communicates those signals and status to the monitoring system. The OM400 call-in interval (rate plan) can be configured as needed. The beacon unit does not directly communicate with the monitoring system.

7.1.7. Radio Signal: Receiver/dialer shall be capoble 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 abjects or interference from househald electronic equipment.

RF Patrol Electronic Monitoring Receiver

The RF Patrol transmitter emits a unique, constantly changing signal three (3) times per minute. Each time the bracelet transmits its signal, it reports the serial number of the transmitter associated to the participant, its power status, and tamper status.

The bracelet records and reports each tamper as a separate event alerting the agency of a participant's tamper frequency level. The RF Patrol monitoring system's signal range is agency programmable and variable with three (3) settings as follows:

+ Low, approximately 50 feet



- + Medium, approximately 100 feet
- + High, approximately 150 feet

—IMPORTANT SENTINEL ADVANTAGE—

Both the RF Patrol transmitter and the home unit indicate RF signal strength during range testing. This enables the Sentinel installers and/or Agency staff to perform accurate range testing at each installation and the officer/installer can also determines the distance of the range setting in one of multiple distance settings.

RF Patrol features a programmable leave window at the participation agency's direction either all units shipped to an agency or on a per unit/participant basis. The standard leave window is five (5) minutes, but can easily and remotely be adjusted.

-- IMPORTANT SENTINEL ADVANTAGE-

Sentinel's unique dual transceiver approach incorporates both a transmitter and receiver in the home unit, as well as having both in the transmitter. In fact, the RF Patrol home unit has two (2) constantly active internal antennas capable of both receiving from and transmitting signals to the bracelet to maximize the ability to detect the presence of transmitter signals. RF Patrol's signaling is robust, fast and intelligent. The units can complete a closed loop signal confirmation up to three (3) times in one (1) second, resulting in the most sophisticated and reliable signaling in the industry. This enables RF Patrol to provide the most accurate RF signaling and fastest notification on the market.

OM400 Beacon

The optional OM400 beacon has a set range of 150 feet.

7.1.8. **Health and Safety Features:** Receiver/dialer shall not pose any health or safety hazard to the offender or others and shall function reliably under normal environmental and atmospheric conditions.

Neither the RF Patrol PHMU nor the OM400 Beacon pose any health or safety hazard to the offender or others. The units are designed to 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 manufacturer's recommendations to be fully compatible with the proposed receiver/dialer equipment.

The RF Patrol PHMU and OM400 Beacon have both been designed with internal surge protectors for the power supply and, where applicable, telephone line incorporated into the internal architecture.

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 o device other than participant's own transmitter;
- Attempts to simulate or duplicate the offender's transmitter signol and immediately report this to the central computer system.

RF Patrol Electronic Monitoring Receiver

Upon entering the range of the receiver (PHMU), the associated transmitter (PTX) will send all event / alert data to the receiver, including the date and time stamp for each event. The Sentinel RF Patrol receiver is programmed to automatically call in / verify its status with the monitoring system every four (4) hours; however, the unit will automatically submit notice to the monitoring system in the event of an Alert. Additionally, authorized users can update the system manually to force the unit to call in / verify its status. Sentinel's equipment cannot detect "spoofing" attempts; however simulating or duplicating the signals is not possible because of the encrypted radio transmission and frequency alterations of the signal. Sentinel's proposed RF Patrol receiver



can identify the report the following types of Events:

- + the receiver has been moved, tampered with, or has lost power;
- + the ankle bracelet transmitter has been removed or tampered with;
- + the battery status of the ankle bracelet transmitter;
- + the individual has left the home or required place of confinement in violation of the home confinement/curfew order;
- + the individual has returned home or within range of his home monitoring unit after violating the confinement / curfew requirements; and
- + the unit is unable to communicate with the Sentinel's monitoring software (e.g., there is a loss of A.C. power or cellular communication).

OM400 Beacon

The optional OM400 beacon communicates with the OM400 GPS tracking device via encrypted radio frequency signal when the OM400 GPS tracking device enters range of the optional beacon. The OM400 receives beacon signals, including the beacon's status, and communicates those signals and status to the monitoring system. The beacon unit does not directly communicate with the monitoring system.

Upon entering range of the unit, the beacon precisely verifies the participant's home location and extends the battery life of the OM400 GPS tracking unit. The equipment cannot detect "spoofing" attempts; however simulating or duplicating the signals is not possible because of the encrypted radio transmission and frequency alterations of the signal. The OM400 RF Beacon offers the following features and benefits:

- + Accurately and reliably monitors curfews and reports all enters and leaves.
- + Monitors and reports A/C power disconnect, movement/relocation, and tampers.

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 affender activity is detected. This shall present status reports and indicates that it is connected and functioning properly.

RF Patrol Electronic Monitoring Receiver

The RF Patrol PHMU (receiver) will report at least once every four (4) hours to the monitoring center to confirm proper operation and telephone connectivity. On average, an RF Patrol receiver



will communicate with the monitoring center approximately 10 to 20 times a day. The Sentinel monitoring center does not need to call the PHMU receiver or ring the participant's home telephone to verify operation and location. Instead, the RF Patrol PHMU silently verifies proper operation by implementing regularly scheduled calls from the receiver to the central computer, using an internal timer unique for each receiver enrolled. If the PHMU receiver does not report to the monitoring center after four (4) hours, the monitoring software generates an HMU Overdue alert signifying that the RF Patrol PHMU receiver cannot (or has not) been able to report at its regular interval.

The duration of the reporting interval is programmable in one-hour increments and the agency will have the ability to increase or decrease the frequency of random communication for individual participants or all participants.

OM400 Beacon

The optional OM400 beacon communicates with the OM400 GPS tracking device via encrypted radio frequency signal when the OM400 GPS tracking device enters range of the optional beacon. The OM400 receives beacon signals and communicates those signals and status to the monitoring system. The OM400 call-in interval (rate plan) can be configured as needed. The beacon unit does not directly communicate with the monitoring system.

8. Maintenance and Repair Services:

8.1. Minimum Requirements:

8.1.1. Contractor shall maintain all equipment and spare parts in good operating candition and shall provide prompt repair, replacement and service;

Sentinel's dedicated Program Manager Harold Melendez will ensure all equipment and spare parts are in good operating condition and she will coordinate with Sentinel's warehouse to ensure prompt repair, replacement, and service is readily available without any gaps in service.

8.1.2. Contractor shall pravide remote service and diagnostics from its service facility, for the Department of Corrections monitoring system as required while the system is in full monitoring operation;

Sentinel will provide remote diagnostic services for the NH DOC monitoring system as required.



As a value-add to our services, Sentinel's local dedicated Program Manager will also be available to provide immediate trouble shooting services should the remote diagnostic services fail to correct the matter.

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;

Sentinel understands and acknowledges that we will 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

Sentinel's dedicated local Program Manager Harold Melendez will ensure that all equipment is in proper and working condition.

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.

Sentinel understands and acknowledges that we will 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.

Sentinel provides toll-free telephone access to technicians and customer service representatives, available to officers 24 hours a day, 7 days a week, who are capable of resolving the majority of technical problems over the telephone or through remote diagnostics. Our monitoring center is staffed with a supervisor on duty at all times and live operators cross-trained to support our suite of supervision services and products. We currently employ more than 70 staff members to staff our continuous operations (24/7) facility. This staffing allows agency field staff to call and speak

Offender Electronic Monitoring Services

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with one of our monitoring experts at all times of the day or night.



Sentinel strives to resolve all inquiries promptly and on the first contact. Each monitoring center operator has the expertise to easily identify, explain and resolve issues relating to program needs such as assisting our local staff with equipment installations, performing participant enrollments/terminations or entering/modifying data into the system, interpreting and/or clearing an alert, and changing a participant's schedule.

As an additional enhancement to Sentinel's 24 hour a day support services, Sentinel provides an additional team of support staff delivering specialized services. This specialized Help Desk services department includes tier 2 advanced troubleshooting for resolving hardware and software issues for all products and services supported by Sentinel. As a result, during the busiest periods of the day the specialized support services team provides added support services including accessing software platforms for user set up, establishing agency notification protocols, equipment inventory, orders and returns. Also, all calls are recorded and can be reviewed and made available to the Division as needed.

In addition, this specialized support services department performs testing of critical or on-going events and triages the events to the appropriate department(s) for permanent resolution. Sentinel is an innovator in providing this type of support and pro-actively seeks to identify re-occurring issues to prevent problems that may affect Sentinel customers. This department also assists in researching issues to determine the root cause, provides written resolutions to customers, participates in user acceptance testing and round table discussions for product development enhancements, and serves as a secondary point of contact for the Regional Account Manager and local program staff for customer enhancement requests, suggestions and ideas.

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.

Sentinel warrants that all equipment being provided to the NH DOC under this contract will be free of manufacturing defects and that any equipment effected by a defect will be returned. Sentinel will also maintain a spare inventory of equipment on site so that if a piece of equipment needs to be swapped out for any reason there is spare equipment immediately available for



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.

Sentinel agrees to repair and/or replace all defective equipment immediately after notice or knowledge of a malfunction or failure that may impede or interrupt the electronic monitoring services.

Should a unit be determined to be malfunctioning, Sentinel's on-site team of professionals will coordinate with the appropriate NH DOC staff member to advise his/her of an offender's status and make any arrangements needed to address the equipment malfunction as soon as possible.

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.

As part of our program operations, we will maintain additional equipment on-site to handle daily installations and any necessary equipment exchanges. This equipment, along with any requested from our warehouse, is available seven (7) days a week for service. If there is any equipment issue, we will respond to and resolve all equipment repairs or replacement according to the NH DOC.

12. Curfew Schedules:

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

Sentinel can accommodate changes in curfew schedules without disrupting electronic monitoring services.

Sentinel's proprietary software, Sentinel DNA, is a web-based system that provides a user-friendly interface for offender enrollment, mapping, scheduling, zone creation, communication, view statistical information, and the creation of reports. Sentinel's internal Information

Technology (IT) department developed, owns and operates the DNA system, providing in-house

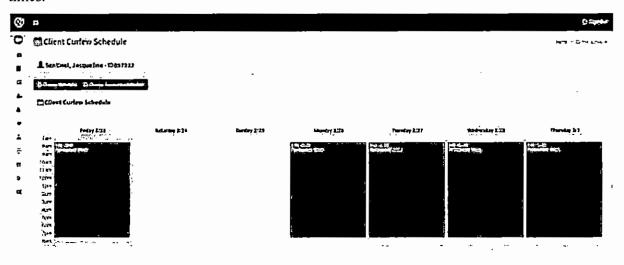


maintenance expertise as well as total control over the database, data field queries, reports and overall operations.

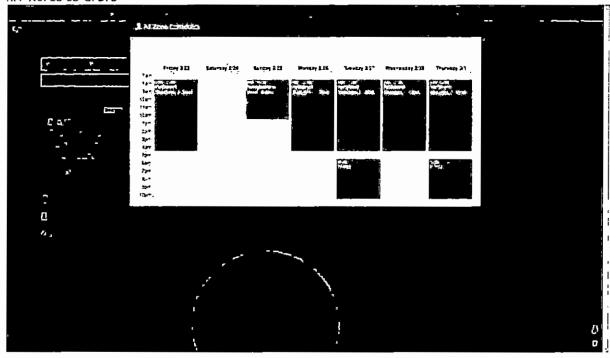
Authorized personnel use our DNA Software Platform to enroll new participants and to see the latest activity and violation information. DNA allows users to view and modify all participant curfew schedules, alcohol schedules, battery charging schedules, and zone schedules as well as view and print monitoring activity reports for all participants. All features in DNA are available in real-time, any time, and anywhere via a completely web-based system.

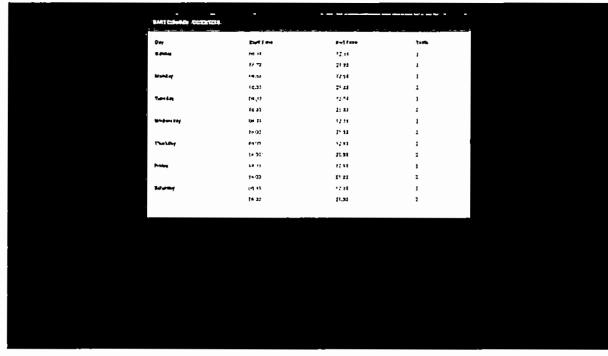
During program enrollments, staff enter daily curfew schedules, alcohol testing schedules, battery charging schedules (if required by the program), and/or inclusion and exclusion zones for each offender in DNA. Please see below for images of the DNA *Client Curfew Scheduling*, *Zone Scheduling*, and *BA/RT Alcohol Testing Scheduling* screens, respectively.

Each exit from, and entry to, the residence or zone (inclusion or exclusion) is reported by the GPS unit, and the DNA automatically compares the activity's location with the set zones. All battery alert and alcohol scheduling events (tests, missed, etc.) are reported by the individual units. Any discrepancies of the event time or location with the permitted time or location will generate a violation that is processed by DNA. This activity verification is continuously performed by DNA, which thereby ensures the monitoring of the offender population at all times.











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.

Sentinel affirms that we maintain a drug-free workplace environment; this will remain in effect for the life of the contract and any renewal thereof. We will provide a copy of our drug-free workplace policy upon request.

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

Information that is electronically stored on our networks is secure; access is controlled and only available via authorized log-in (username and password) credentials. Sentinel employs a sophisticated system that validates and maintains continuous operation of equipment, systems, and services. Additionally, our monitoring center is equipped with all of the latest systems to ensure its protection against any unauthorized access. The software uses leading Internet security features, including 128-bit encryption. Both the proposed monitoring platform and case management software use Secure Sockets Layer (SSL), the same security features employed by top banking and insurance institutions. The system is backed up in its entirety every day with the data being stored off-site at a secure, private data storage facility.

Sentinel's web-based information exchange architecture has internet servers that are independent and kept safe from primary data servers and computer systems. Our Information Technology staff has installed all of the necessary physical and technical security measures (e.g., SSL certificates, network firewalls, anti-virus software, access control equipment, and closed-circuit television surveillance) to ensure that unauthorized users and hackers do not have access to Sentinel's information technology infrastructure, applications, or our national monitoring center facility.

Our monitoring system is only accessible to authorized personnel, with each user having a proprietary login and password. All changes to participant or demographic information and/or monitoring data are saved within the system. For quality control and security purposes, our



Information Technology staff is able to view access trails left by users when they login into the system. This is used to conduct audits and Quality Control checks. Additionally, Sentinel's IT Department will provide any information on attempted intrusions or other relevant information to the agency for further investigation and referral for criminal action, should they occur.

Upon program enrollment, Sentinel provides security passwords and unique login names to each user. The system has the capability to limit officer access to his or her caseload status or be flexible enough to provide tiered level access for senior level staff with all officer and participant information and statuses. Sentinel has a stringent password policy that ensures that the system is not vulnerable to any brute force type of attack where passwords can easily be cracked. The password criteria are as follows:

- + The monitoring system requires a minimum password length of eight (8) characters
- + Password must meet certain complexity requirements including alpha-numeric specifications as well as special characters (Z 1 3 5 7 9 @ # & ! 0 %)
- + Passwords are required to be changed every 90 days
- + Password history is infinite so any user accessing the system cannot use any password they have previously used

By using Secure Sockets Layer (SSL) connections and 128-bit data encryption methods we provide secure data access and ensure that unauthorized users and hackers do not have access to our information technology infrastructure or applications. Our internal Information Technology personnel continuously research and implement the latest in security programs and measures; therefore, we can immediately provide the necessary case management system and/or upgrades without having to expend the resources in development of a new platform.

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

Our monitoring center is equipped with all of the latest systems to ensure its protection against any unauthorized access including our phone system and modems. Sentinel's web-based information exchange architecture has internet servers that are independent and kept safe from primary data servers and computer systems. Our Information Technology staff has installed all of the necessary physical and technical security measures (e.g., SSL certificates, network firewalls, anti-virus software, access control equipment, and closed-circuit television surveillance) to



ensure that unauthorized users and hackers do not have access to Sentinel's information technology infrastructure, applications, or our national monitoring center facility.

All changes to participant or demographic information and/or monitoring data are saved within the system. Additionally, each employee has a specific database login credential that allows Sentinel to perform detailed audits on user access to all records in the database to confirm if unauthorized changes have been made.

14. Training:

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

Sentinel will be responsible for training the NH DOC 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.

Sentinel has a strong presence throughout the United States and a reputation for providing exceptional initial and on-going training and support. Sentinel agrees to provide training on all of the proposed hardware and software including enrollments, tracking, terminations, troubleshooting, software and notification processes. Training will be coordinated with NH DOC and include the operational use of all associated equipment and services selected by the State. As part of the initial implementation process, classroom and hands-on training sessions will be provided at no cost to NH DOC personnel. Training will ensure that staff has a thorough understanding of the program and equipment. To test retention of the training material, agency personnel will fit each other with units for integrated monitoring and tracking and enroll each other on the monitoring software.

Sentinel has an initial training plan, including but not limited to, a written training curriculum for NH DOC to review. The key areas of emphasis for training will include:

- + Monitoring of equipment
- + Operation/care of equipment
- + Interpretation of alarms/violations/reports



- + Accessing Internet data (including: data changes, report analysis, and overview of enrollment, and participant termination)
- + Description of transmitters and receivers/monitors installation
- + Initialization, reset, and removal of the equipment
- + Diagnostics

Sentinel recommends the following curriculum for all Department staff members associated with this program. NH DOC can modify the syllabus and schedule provided to fit its specific requirements. The following sample training syllabus has been successful during previous training sessions.

PART ONE

- + Introduction
- + Brief Overview of Workshop Goals
- + Hardware Training: RF PatrolTM
- + Equipment Installation/De-installation Procedures
- + Hands-on with Equipment
- + Tampers
- + Trouble Shooting
- + Hardware Training: BA/RT
- + Equipment Installation/De-installation Procedures
- + Hands-on with Equipment
- Tampers
- + Trouble Shooting
- Software Training: Sentinel DNA
- + Enrollment Overview
- + Notification Procedures
- + Schedule Changes
- Terminations Overview
- + Agency Reports



PART TWO

- Hardware Training: OM400
- + Equipment Installation/De-installation Procedures
- + Hands-on with Equipment
- + Tampers
- + Trouble Shooting
- + Software Training: Sentinel DNA
- + Enrollment Overview
- + Notification Procedures
- + Schedule Changes
- + Terminations Overview
- Agency Reports

Following the initial training, Sentinel will coordinate any training needed to support any upgraded system changes that may occur during the term of the contract at no additional cost. Additionally, Sentinel understands that training and customer service is crucial to the success of the program and Sentinel will work to ensure the needs of the NH DOC are met through ongoing support and follow-up training as needed and requested.

Sentinel will supply all training materials, including written manuals for equipment and systems operations to be used by NH DOC personnel, at no additional cost. Sentinel is committed to working in partnership with the NH DOC over the term of the contract to make sure that all staff members are properly trained on use of the equipment and software.

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

Sentinel understands and acknowledges that training may include programs on Sentinel policies and procedures that will be beneficial in training new Probation and Parole Officers of the Department.



15. Reporting:

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 Cantractor and the NH Department of Corrections.

Sentinel DNA provides many advanced features including the capability to determine notification protocol(s). Sentinel will work with the NH DOC to determine and program appropriate agency notification profiles based on the type of program and level of risk to public safely of its participants. The NH DOC will have the capability to determine an agency-specific level or levels of notification. Each authorized user within the agency will then have the ability to choose from the agency-determined notification protocols on a per participant basis. For example, an officer can choose to receive only an email notification of violations for a particular participant but may choose to receive a telephone call and an emailed report of the violation for a different participant. Additionally, individual users can choose to exclude certain events from notification if deemed unnecessary on a per participant basis. These events would still be included on daily, weekly or monthly reports. Notification methods can also vary by supervising personnel.

Sentinel is capable of sending alerts to one (1) or more NH DOC personnel via e-mail, text message, and/or voice calls (to landline or cellular phones) at the discretion of Department. DNA will provide notification alerts for all of the program's electronic monitoring equipment feeding data into the monitoring center including curfew and zone violations, equipment tampers, and other noncompliance events. All notification alerts can be simultaneously sent to various parties, including field agents, local law enforcement personnel, external message notification systems, and offenders themselves based on the alert. Sentinel will work with the Department to determine all alarms and notification protocol according to exact requirements. Sentinel offers alert notification through various methods based on levels of urgency. The notification tools we use include the following:

- + Cell phones with text-messaging capabilities
- + Email notifications
- + Direct phone calls to designated agency staff



Sentinel will meet with the NH DOC staff to create a Notification Requirements matrix providing the protocols for each type of alert, notified officer, time of notifications, and preferred method of communication. Thereafter, Sentinel's Project Manager will maintain regular communication with department staff to update and/or tailor the matrix to the needs of the agency and program.

16. Indigent Offender Participation:

The Contractor agrees to provide monitoring services for indigent offenders free of charge and shall provide one (1) free unit for every ten (10) accounts.

Sentinel agrees to provide monitoring services for indigent offenders free of charge and will provide one (1) free unit for every ten (10) accounts.

17. Other Contract Provisions:

17.1. <u>Rules and Regulations:</u> The Contractor agrees to comply with all rules and regulations of the NH Department of Corrections.

Sentinel agrees to comply with all rules and regulations of the NH DOC.

17.2. <u>Additional Facilities:</u> Upan agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the Contract. This provision will require Governor and Executive Council approval.

Sentinel understands and acknowledges that, upon agreement of both parties, additional facilities belonging to the NH DOC may be added to the contract and that this provision will require Governor and Executive Council approval.

- 17.3. <u>Contractor Employee Information</u>: The Contractor shall be responsible for obtaining o criminal background check to include fingerprinting on all potential employees assigned by the Contractor to provide services to NH Department of Corrections. Upon award of a Contract, the NH Department of Corrections will notify the selected Contractor the procedures to obtain background checks and fingerprinting. Contractor and/or subcontractor employee hiring status shall be contingent upon receipt of a background check and fingerprinting report(s), from the NH Department of Safety, and procedural review of said reports by the NH Department of Corrections.
- 17.3.1. The NH Department of Corrections reserves the right to conduct o procedural review of all criminal background checks and fingerprinting reports of all potential Contractor ond/or

Offender Electronic Monitoring Services
New Hampshire Department of Corrections
RFP No. 18-05-GFDFS
subcontractor employees to determine eligibility status.



17.3.2. The NH Department of Corrections will notify the Contractor of any potential Contractor/and or subcontractor employee who does not comply with the criteria identified in Paragraph 17.3.3., below.

17.3.3. In addition, the Contractor and/or subcontractor shall not be able to hire employees meeting the following criteria:

- Individuals convicted of a felony shall not be permitted to provided services;
- Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
- Individuals with a record of a misdemeanor offense(s) may be permitted to provide services
 pending determination of the severity of the misdemeanor offense(s) and review of the criminal
 record history by the Director of Field Services or designee of the NH Department of Corrections;
- Individuals with restrictions an out-of-state and/or State of NH professional licenses and or certifications;
- Individuals whase professional licenses and/ar certification have been revoked and reinstated from other States and/or the State of NH;
- Individuals on the National Offender Database;
- Individuals with a history of drug diversion;
- Individuals who were a former State of NH employee and/or former Contract emplayee that was dismissed for cause;
- Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and
- Relatives of currently incarcerated felons may not be permitted to provide services without prior approval by the NH Department of Corrections.

Sentinel understands and acknowledges that we will be responsible for obtaining a criminal background check to include fingerprinting on all potential employees assigned by Sentinel to provide services to NH DOC. We further understand and acknowledge that, upon award of a contract, the NH DOC will notify the selected contractor the procedures to obtain background checks and fingerprinting and that contractor and/or subcontractor employee hiring status will be contingent upon receipt of a background check and fingerprinting report(s), from the NH Department of Safety, and procedural review of said reports by the NH DOC.

Sentinel further understands and acknowledges that the NH DOC reserves the right to conduct a



procedural review of all criminal background checks and fingerprint reports of all potential Sentinel employees and/or subcontractor employees to determine eligibility status.

We understand and acknowledge that we will not hire an employee who meets the following criteria and the NH DOC will notify us of any potential Sentinel employee and/or subcontractor employee who does not comply with the criteria identified below:

- + Individuals convicted of a felony shall not be permitted to provided services;
- + Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
- + Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Director of Field Services or designee of the NH DOC;
- + 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 NH;
- + Individuals on the National Offender Database:
- + 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 DOC without prior approval of the NH DOC; and
- + Relatives of currently incarcerated felons may not be permitted to provide services without prior approval by the NH DOC.

To ensure the utmost maintenance of ethical standards and security for Sentinel's corrections customers, Sentinel requires all employees to pass criminal background checks as well as Sentinel's own rigorous screening requirements. Due to the sensitive nature of products and services, Sentinel does not employ individuals with felony records or misdemeanors of moral turpitude.

17.4. Licenses, Credentials and Certificates: The Contractor shall ensure that NH State licensed



professionals provide the services required. The Cantractor and its staff shall passess the credentials, licenses and/or certificates required by law and regulations to provide the services required.

Sentinel will ensure that NH State licensed professionals provide the services required. Sentinel and our staff will possess the credentials, licenses, and/or certificates required by law and regulations to provide the services required.

17.5. <u>Change of Ownership:</u> 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.

Sentinel understands and acknowledges that if we change ownership, for any reason whatsoever, the NH DOC will have the option of continuing under the contract with Sentinel or its successors or assigns for the full remaining term of the contract, continuing under the contract with the Sentinel or, its successors or, assigns for such period of time as determined necessary by the NH DOC, or terminating the contract.

- 17.6. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the NH Department of Corrections for the duration of the Contract and any renewals thereof. The Contractor shall notify the NH Department of Corrections of such named Liaison within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the business (no personal information) name, title, address, telephone number, fax number and e-mail address of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.
- 17.6.1. 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.
- 17.6.2. 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.
- 17.6.3. Changes of 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.

Sentinel will designate a representative to act as a liaison between Sentinel and the NH DOC for



the duration of the contract and any renewals thereof. Sentinel will notify the NH DOC of such named liaison within five (5) days after the award of the contract. This written notification will identify the business (no personal information) name, title, address, telephone number, fax number and e-mail address of one (1) individual within our organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.

We understand and acknowledge that any written notice to Sentinel will be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by Sentinel. We further understand that we have the right to change or substitute the name of the liaison as deemed necessary provided that any such change is not effective until the Commissioner of the NH DOC actually receives notice of the change. Further, any changes of the named liaison by Sentinel will be made in writing and forwarded to: NH Department of Corrections, Director of Field Services or designee, P.O. Box 1806, Concord, NH 03302.

If selected for the next contract cycle, Mr. Mike Dean, Regional Sales Manager, will continue his role as liaison between Sentinel and the NH DOC for the duration of the contract.

- 17.7. <u>Contractor's Liaison's Responsibilities:</u> The Contractor shall designate a representative to act as a liaison between the Contractor and the NH Department of Corrections for the duration of the Contract. The representative shall be responsible for:
- 17.7.1. Representing the Contractor on all matters pertaining to the Contract. Such as representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof;
- 17.7.2. Monitoring the Contract's compliance with the terms of the Contract and any renewals thereof;
- 17.7.3. Receiving and responding to all inquiries and requests mode 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 ony renewals thereof; and
- 17.7.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.

Sentinel will designate a representative to act as a liaison between Sentinel and the NH DOC for the duration of the contract. We understand and acknowledge that the representative will be responsible for:



- + Representing the Contractor on all matters pertaining to the Contract. Such as representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof;
- + Monitoring the Contract's compliance with the terms of the Contract and any renewals thereof;
- + 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
- Meeting with representatives of NH Department of Corrections on a periodic or asneeded basis to resolve issues which may arise.
- 17.8. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections' Commissioner of Corrections, or designee, sholl act as liaison between the Contract and NH Department of Corrections for the duration of the Contract and/or any renewals thereof. 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. NH Department of Corrections representative shall be responsible for:
- 17.8.1. Representing NH Department of Corrections on all matters pertaining to the Contract and any renewals thereof. The representative sholl be authorized and empowered to represent NH Department of Corrections regarding all aspects of the Contract subject to the New Hampshire Governor and Executive Council approval, where needed;
- 17.8.2. Monitoring compliance with the terms of the Contract and any renewals thereof;
- 17.8.3. Responding to all inquiries and requests reloted to the Contract mode by the Contractor, under the terms and in the time frames specified by the Contract and any renewols thereof;
- 17.8.4. Meeting with the Contractor's representative on a periodic or as needed basis and resolving issues which arise; and
- 17.8.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract and any renewals thereof.

Sentinel understands and acknowledges that the NH DOC's Commissioner of Corrections, or designee, will act as liaison between Sentinel and the NH DOC for the duration of the contract and/or any renewals thereof. We further understand and acknowledge that the NH DOC reserves the right to change its representative, at its sole discretion, during the term of the contract, and will provide Sentinel with written notice of such change.



We understand and acknowledge that the NH DOC's representative will be responsible for:

- + Representing the NH DOC on all matters pertaining to the contract and any renewals thereof. The representative will be authorized and empowered to represent the NH DOC regarding all aspects of the contract subject to the New Hampshire Governor and Executive Council approval, where needed;
- + Monitoring compliance with the terms of the contract and any renewals thereof;
- + Responding to all inquiries and requests related to the contract made by Sentinel, under the terms and in the time frames specified by the contract and any renewals thereof;
- + Meeting with Sentinel's representative on a periodic or as needed basis and resolving issues which arise; and
- + Informing Sentinel of any discretionary action taken by the NH DOC pursuant to the provisions of the contract and any renewals thereof.
- 17.9. <u>Reporting Requirements:</u> The Contractor shall provide any and all reports as requested on an asneeded basis according to a schedule and format to be determined by the NH Department of Corrections.
- 17.9.1. Reports and/or information requests shall be forwarded to NH Department of Corrections, Director of Field Services, or designee, P.O. Box 1806, Concord, NH 03302.

Sentinel agrees to provide any and all reports as requested on an as-needed basis according to a schedule and format to be determined by NH DOC. We further agree that reports and/or information requests will be forwarded to NH Department of Corrections, Director of Field Services, or designee, P.O. Box 1806, Concord, NH 03302.

- 17.10. Performance Evaluation: NH Department of Corrections shall, at its sole discretion:
- 17.10.1. Monitor and evaluate the Contractor's compliance with the terms of the Contract and any renewals thereof;
- 17.10.2. The Director of Field Services or designee of the NH Department of Corrections may meet with the Contractor at a minimum of twice (2) a year to assess the performance of the Contractor relative to the Contractor's compliance with the Contract;
- 17.10.3. Request additional reports and/or reviews that the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract;



- 17.10.4. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for the Contractor to complete corrective actions within fourteen (14) days;
- 17.10.5. Terminate the Contract, if NH Department of Corrections determines that the Contractor is:
- 17.10.5.1. Not in compliance with the terms of the Controct;
- 17.10.5.2. If satisfactory corrective action in 17.10.4. is not achieved; and
- 17.10.5.3. Terminate the Contract as otherwise permitted by law.
- 17.10.6. Review reports submitted by the Contractor. NH Department of Corrections shall determine the acceptability of the reports. If they are not deemed acceptable, the NH Department of Corrections shall notify the Contractor and explain the deficiencies.
- 17.10.7. Give the Contractor prior notice of any on-site visit requested by the NH Department of Corrections or it agents to conduct an audit review of any records pertaining to the Contract and any renewals thereof.

Sentinel understands and acknowledges that, at its sole discretion, the NH DOC will:

- + Monitor and evaluate Sentinel's compliance with the terms of the contract and any renewals thereof;
- + The Director of Field Services or designee of the NH DOC may meet with Sentinel at a minimum of twice (2x) a year to assess the performance of Sentinel relative to Sentinel's compliance with the contract;
- + Request additional reports and/or reviews that the NH DOC deems necessary for the purposes of monitoring and evaluating the performance of Sentinel under the contract;
- + Inform Sentinel of any dissatisfaction with Sentinel's performance and include requirements for Sentinel to complete corrective actions within fourteen (14) days;
- + Terminate the contract, if NH DOC determines that Sentinel is:
 - o Not in compliance with the terms of the Contract;
 - If satisfactory corrective action suggested is not achieved within 14 days; and
 - o Terminate the Contract as otherwise permitted by law.
- + Review reports submitted by Sentinel. NH DOC will determine the acceptability of the reports. If they are not deemed acceptable, the NH DOC will notify Sentinel and explain the deficiencies.



- + Give Sentinel prior notice of any on-site visit requested by the NH DOC or it agents to conduct an audit review of any records pertaining to the contract and any renewals thereof.
- 17.11. Performance Measures: The NH Department of Corrections shall, at its sole discretion:
- 17.11.1. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action;
- 17.11.2. Terminote the Contract, if NH Department of Corrections determines that the Contractor is:
- a.) Not in campliance with the terms of the Cantract;
- b.) Has lost or has been notified of intentian to lose their certification/licensure/permits; and
- c.) Terminate the contract os otherwise permitted by law.

Sentinel understands and acknowledges that, at its sole discretion, the NH DOC will:

- + Inform Sentinel of any dissatisfaction with Sentinel's performance and include requirements for corrective action; and
- + Terminate the contract if the NH DOC determines that Sentinel is:
 - o Not in compliance with the terms of the contract;
 - o Has lost or been notified of intention to lose our certification/license/permits; and
 - o Terminate the contract as otherwise permitted by law.

17.12. <u>Coordination of Efforts:</u> The Contractor shall fully coordinate their activities in the performance of the Cantract with those of the NH Department of Corrections. As the work of the Cantractor progresses, odvice and information on matters covered by the Contract shall be made available by the Contractor to NH Department of Corrections os requested by the NH Department of Corrections throughout the effective period of the Contract and any renewols thereof.

Sentinel agrees to fully coordinate our activities in the performance of the contract with those of the NH DOC. We also agree that, as the work of Sentinel progresses, advice and information on matters covered by the contract will be made available by Sentinel to NH DOC as requested by the NH DOC throughout the effective period of the contract and any renewals thereof.

SECTION E: Estimated Budget/Method of Payment, Exhibit B

1. Signature Page:

The Vendor proposes to provide Offender Electronic Monitoring Services for the New Hampshire Department of Corrections (NHDOC) in conformance with all terms and conditions of this RFP and the Vendor provides pricing information as an Attachment to this proposal for providing such products and services in accordance with the provisions and requirements specified in this RFP document.

The pricing information quoted by the Vendor as an attachment to this document represents the total price(s) for providing any and all service(s) according to the provisions and requirements of the RFP, which shall remain in effect through the end of this procurement process and throughout the contracting process until the contract completion date as listed on the State Contract form P-37 (v. 5/8/15), section 1.7 - Completion Date.

February 27, 2018

DATE

Dennis Fuller, Chief Financial Officer

NAME AND TITLE OF SIGNOR (Please Type)

THE VENDOR ASSUMES ALL RISKS THAT ACTUAL FUTURE FIGURES MAY VARY FROM POPULATION PRESENTED AS PART OF THIS RFP.

If the NH Department of Corrections determines it is in the best interest of the State, it may seek a "BEST" AND FINAL OFFER" (BAFO) from vendors submitting acceptable and/or potentially acceptable proposals. The "BEST AND FINAL OFFER" would provide a Vendor the opportunity to amend or change its original proposal to make it more acceptable to the State. NH Department of Corrections reserves the right to exercise this option.

Financial responsibility for preparation of proposals is the sole responsibility of the Vendor. The solicitation of the Request for Proposals shall not commit the NH Department of Corrections to award a Contract(s).

Financial commitment by the NH Department of Corrections will not occur until such time as the Governor and the Executive Council of the State of New Hampshire approve a Contract(s).

The remainder of this page is intentionally blank.

2. Estimated Costs/Fee Schedule:

June 30, 2021 [Edited per Addendum 1]

- 2.1. Service Fee Schedule Period: July 1, 2018 through July 1, 2021 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.
- 2.2. Costs shall reflect per day, per offender per unit rental and per unit costs shall not include units not in use.
- 2.3. 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 per offender basis.
- 2.4. Offers below shall not commit the NH Department of Corrections to use such and/or all product services.
- 2.5. Fee Schedule:

Item	Description		iginal Contract Po Cost/Per Day/Per C	Optional Renewal Contract Period Unit Cost/Per Day/Per Offender		
		SFY 2019	SFY 2020	SFY 2021	SFY 2022	SFY 2023
2.5.1.	Basic Radio Frequency (RF)		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
(a)	Basic Radio Frequency Monitoring	_{\$} 5.50	_{\$} 5.50	_{\$} 5.50	_{\$} 5.50	_{\$} 5.50
(b)	Basic Radio Frequency and Breath Alcohol Monitoring	_{\$} 8.75	_{\$} 8.75	_{\$} 8.75	_{\$} 8.75	_{\$} 8.75
(c)	Basic Radio Frequency Cellular	_{\$} 5.75	_{\$} 5.75	_{\$} 5.75	_{\$} 5.75	\$ 5.75
2.5.2.	Global Positioning System			<u>. · </u>		<u> </u>
(a)	Passive Monitoring	_{\$} 5.75	_{\$} 5.75	_{\$} 5.75	_{\$} 5.75	_{\$} 5.75
(b)	Intermediate Monitoring	_{\$} 6.00	_{\$} 6.00	_{\$} 6.00	_{\$} 6.00	_{\$} 6.00
(c)_	Active Monitoring	_{\$} 7.75	_{\$} 7.75	\$ 7.75	\$ 7.75	_{\$} 7.75
	Please enter the same	information, belov	v, for any additiona	l/services/units offer	ed.	
2.5.3.	Stand Alone Breath Alcohol Monitoring	_{\$} 7.50	\$ 7.50	7.50	_{\$} 7.50	_{\$} 7.50
2.5.4.	Other (please specify) SCRAMx Transdermal with RF(landline)	_{\$} 10.00	s 10.00	10.00	_{\$} 10.00	\$ 10.00
2.5.5.	Other (please specify) Scramx Transdermal with RF (Cellular)	_{\$} 12.00	_{\$} 12.00	12.00	_{\$} 12.00	_{\$} 12.00

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

State of NH, Department of Corrections
Division of Field Services

Please see the following page for additional pricing options from Sentinel.

RFP 18-05-GFDFS, closing date: 3/2/2018

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Contractor Initials:



Type of Service	Daily Rate w/ BA/RT
RF - Cellular	\$10.00
GPS- Passive	\$11.25
GPS - Hybrid	\$11.50
GPS-Active	\$13.25

SENTINEL OFFENDER SERVICES
EXHIBIT B - ADDITIONAL PRICING OPTIONS

Contractor Initials: 94

Page 03

3. Method of Payment:

- 3.1. Contractor shall provide services through a rental system to offenders.
- 3.2. Contractor shall be responsible for collecting fees from offenders at no cost to the Department of Corrections.
- 3.3. Costs shall reflect per day, per offender, per unit rental and per unit costs shall not include units not in use.
- Price for services, price per rental unit, includes the cost of all services including monitoring, 3.4. equipment, maintenance, replacement parts, repair, training, phone charges, shipping, storage, installation, warranty, 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 per offender basis.
- 3.5. All non-indigent offenders agree to pay the Contractor two (2) weeks advance payment and submit weekly payments thereafter. All payments shall be paid directly to the Contractor in the form of a cashier check or money order.
- 3.6. The Contractor shall not accept personal checks from the offender as a method of payment.
- 3.7. Contract shall supply the NH Department of Corrections with stamped, self-addressed envelopes for use by offenders.
- 3.8. The Contractor agrees to provide monitoring services for indigent offenders free of charge and shall provide one (1) free unit for every six (6) accounts, ten (10) accounts [Edited per Add. 1]
- The Contractor shall follow the State's Fiscal Year Calendar for budgeting purpose. Year 3.9. one (1) shall commence on July 1, 2018 and end on June 30, 2019.

4. Appropriation of Funding

- The Contractor shall agree that funds expended, if applicable, for the purpose of the Contract must be appropriated by the General Court of the State of New Hampshire for each State fiscal year included within the Contract period. Therefore, the Contract shall automatically terminate without penalty or termination costs if such funds are not fully appropriated.
 - 4.1.1. In the event that funds are not fully appropriated for the Contract, the Contractor shall not prohibit or otherwise limit NH Department of Corrections the right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of State government affairs.
 - The requirements stated in this paragraph shall apply to any amendment/renewal or 4.1.2. the execution of any option to extend the Contract.

The remainder of this page is intentionally blank.

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

Page 34 of Selection Initials: Page 14 of Page 14 4

SECTION F: Special Provisions, Exhibit C

1. Special Provisions:

There are no additional provisions set forth in this Exhibit, Special Provisions, to be incorporated as part of this Contract.

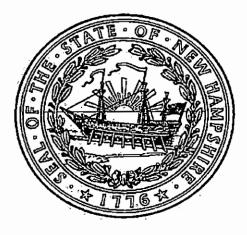
The remainder of this page is intentionally blank.

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



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of February A.D. 2018.

William M. Gardner Secretary of State

Business Information

Business Details

Business Name: SERVICES, LLC SENTINEL OFFENDER

Business ID: 356859

Business Type: Company

Foreign Limited Liability

Business Status: Good Standing

Business Creation 10/25/2000

Name in State of SENTINEL OFFENDER

Formation: SERVICES, LLC

Date of Formation in 10/25/2000

Jurisdiction:

Principal Office 201 Technology Drive, Irvine,

Address: CA, 92618, USA

Mailing Address: 201 Technology Dr, Irvine, CA,

92618, USA

Citizenship / State of Foreign/Delaware Formation:

Last Annual 2018

Report Year:

Next Report Year: 2019

Duration: Perpetual

Business Email: jhunt@sentineladvantage.com

Phone #: 800-929-8201

Notification Email: NONE

Fiscal Year End Date: NONE

NAICS Subcode

Principal Purpose

S.No NAICS Code

OTHER / SERVICES RELATED TO THE

Page 1 of 1, records 1 to 1 of 1

Corporate Resolution

I, Julie Hunt, hereby certify that I am duly elected Clerk/Secretary of (Name)
entinel Offender Services, LLC . I hereby certify the following is a true copy of a (Name of Corporation or LLC)
ote taken at a meeting of the Board of Directors/shareholders, duly called and held on
31 ,20 18 at which a quorum of the Directors/shareholders were present and voting. (Day) (Year) Robert Contestabile, President/Chief Executive Officer Mark Contestabile, Chief Business Development Officer Dennis Fuller, Chief Financial Officer (Mame and Title) (Mame and Title)
enter into contracts or agreements on behalf of Sentinel Offender Services, LLCwith (Name of Corporation or LLC)
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
he date of the contract to which this certificate is attached. I further certify that it is understood that the State of

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.

ATTEST

DATED: February 27, 2018

Julie Hunt, Secretary / Human Resources Director

Statement of Attestation

	I, Julie Hunt ,	hereby certify that I an	m duly elected Clerk/Secretary of
	Sentinel Offender Services, Inc. (Name of Corporation or LLC)	I hereby certify t	the following is a true copy of a
vote tak	ken at a meeting of the Board of Directors/sharehold	ders, duly called and he	Id on January (Month)
31 (Day)	$\frac{18}{(Year)}$ at which a quorum of the Director	s/shareholders were pre	esent and voting.
	VOTED: That Robert Contestabile, President/C	hief Executive Officer	; Mark Contestabile, Chief
	Business Development Officer; Dennis Fuller, Ch (Name and Title)	ief Financial Officer	(may list more than one person)
	is/are duly authorized to enter into contracts or ag	reements on behalf of _	Sentinel Offender Services, Inc. (Name of Corporation or LLC)
	with the State of New Hampshire and any of its ag	gencies or departments	and further is authorized to
	execute any documents which may in his/her judg	ment be desirable or ne	ecessary to effect the purpose of
	this vote.		

I hereby certify that the said vote on January 31, 2018 of such authority is in full force and effect as of February 26, 2018, the execution date of the Form P-37 version 5/8/15, NH DOC Administrative Rules, NHDOC Rules of Conduct, NHDOC Confidentiality of Information Agreement and PREA Acknowledgement Form and has not been amended or repealed and remains in full force and effect as of February 27, 2018, the execution date of the Signature Page, Section E: Estimated Budget/Method of Payment and Certificate of Authority 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.

DATED: 5/15/2018

ATTEST:

(Name and Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/11/2017

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 endorsements).

Certificate does not comer right	its to the certificate Holder in helt of Such	enabisemer	u(s).				
PRODUCER		CONTACT NAME:					
Aon Risk Insurance Services Irvine CA Office	•	PHONE (A/C, No. Ext);	(949) 608-6300	FAX (A/C. No.): (949) 608-64	59		
17875 Von Karman Avenue, S Irvine CA 92614 USA		E-MAIL ADDRESS:					
		ł	INSURER(S) AFFORDING CO	/ERAGE	NAIC#		
INSURED	/ Drive	INSURER A:	Indian Harbor Insuranc	e Company	36940		
Sentinel Offender Services,		INSURER B:	INSURERB: Travelers Property Cas Co of America				
201 Technology Drive Irvine CA 92618-2424 USA		INSURER C;	National Union Fire In	s Co of Pittsburgh	19445		
		INSURER D:	Illinois Union Insuran	ce Company	27960		
		INSURER E:					
		INSURER F:					
COVERACEC	OFFICIOATE NUMBER, 5700600000	E0	DELUCION	MILLEDED.			

COVERAGES

CERTIFICATE NUMBER: 570U68920853

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.

THE		40007	CORRE	TO TAVEFE TO	AT TAU EUR T	Elitits site	wil are as requested
INSR LTR		ADDL S		POLICY EFF PO (MM/DD/YYYY) (MM	WDD/YYYY)	LIMITS	
^	X COMMERCIAL GENERAL LIABILITY		ESG0050753	10/11/2017 10/	/11/2018	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000
1						MED EXP (Any one person)	\$5,000
			I			PERSONAL & ADV INJURY	\$1,000,000
1	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$2,000,000
	X POLICY PRO-					PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:						
В	AUTOMOBILE LIABILITY		P8109193R128TIL17	10/11/2017 10/		COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
1	X ANY AUTO					BODILY INJURY (Per person)	
	OWNED SCHEDULED	i				BODILY INJURY (Per accident)	
l	X HIRED AUTOS X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	
	X \$1,000 Comp Ded X \$1,000 Cell Ded						
0	UMBRELLALIAB X OCCUR	\dashv	BE086670437	10/11/2017 10/	11/2018	EACH OCCURRENCE	\$3,000,000
	X EXCESS LIAB CLAIMS-MADE				7	AGGREGATE	\$3,000,000
	DED RETENTION		1		Ī		
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	\neg	PJUB7J09390017	10/11/2017 10/1	11/2018	X PER STATUTE ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE	Y PROPRIETOR / PARTNER / EXECUTIVE		1 1	1	E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)		l l		ī	E.L. DISEASE-EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below				Ī	E.L. DISEASE-POLICY LIMIT	\$1,000,000
D	E&O-PL-Primary		G25669344002	10/11/2017 10/1		Misc Prof Liab	\$3,000,000
						Network Sec Liab	\$3,000,000 \$150,000
						Deductible	3130,000
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLE	E (ACC	DD 401 Additional Damarke Schudula may	he attached if more enace	a le rominadi	-	

DESCRIPTION OF OPERATIONS / LOGATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED SEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

State of New Hampshire NH Department of Corrections 105 Pleasant Street Concord NH 03301 USA

Aon Risk Insurance Services West Inc.

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New Hampshire Department of Corrections Division of Administration Contract/Grant Unit

Comprehensive General Liability Insurance Acknowledgement Form

The New Hampshire Office of the Attorney General requires that the Request for Proposal (RFP) package inform all proposal submitters of the State of New Hampshire's general liability insurance requirements. The limits of liability required are dependent upon your corporation's legal formation, and the annual total amount of contract work with the State of New Hampshire.

Please select only ONE of the checkboxes below that best describes your corporation's legal formation and annual total amount of contract work with the State of New Hampshire:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. These amounts may NOT be modified.

The contractor certifies that it IS a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.

(2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:I3, XIV (Supp. 2006).

Please indicate your current comprehensive general liability cov your proposal package.	erage limits below, sign, date and return with
\$ 1 M Per Claim \$ 1 M Per Incident/Occurrence	\$2 M General Aggregate
Signature Oct M	Dennis Fuller, Chief Financial Officer Print Name & Title

This acknowledgement must be returned with your proposal.



STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

DIVISION OF ADMINISTRATION

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

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

Helen E. Hanks Commissioner

Robin H. Maddaus Director

ADDENDUM # 1 to RFP 18-05-GFDFS

THIS DOCUMENT SHALL BE INITIALED BY THE CONTRACT SIGNATORY AND SUBMITTED WITH THE VENDOR'S BID RESPONSE.

RFP: 18-05-GFDFS Offender Electronic Monitoring Services

(1) Addendum Descriptor: Change/Correction/Clarification:

RFP Change: Section D, Scope of Services, Exhibit A, Paragraph 6., Monitoring Equipment, Subparagraph 6.1.7., Battery Features, Page 22 of 36:

Delete: 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.

Batteries powering the transmitter shall be easily replaced in the field and may require replacement of either the transmitter or the receiver/monitor in the home.

RFP Clarification: Section E, Estimated Budget/Method of Payment, Exhibit B, Paragraph 2. Estimated Costs/Fee Schedule, Subparagraph 2.1., Page 33 of 36:

Delete: Service Fee Schedule Period: July 1, 2018 through July 1, 2021 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.

Service Fee Schedule Period: July 1, 2018 through June 30, 2021 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.

RFP Clarification: Section E, Estimated Budget/Method of Payment, Exhibit B, Paragraph 3., Method of Payment, Subparagraph 3.8., Page 34 of 36:

Delete: The Contractor agrees to provide monitoring services for indigent offenders free of charge and shall provide one (1) free unit for every six (6) accounts.

Add: The Contractor agrees to provide monitoring services for indigent offenders free of charge and shall provide one (1) free unit for every ten (10) accounts.

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

RFP 18-05-GFDFS, closing date: 3/2/2018

Contractor Initials: Def

Page 187

State of NH, Department of Corrections Division of Field Services

NH DEPARTMENT OF CORRECTIONS ADMINISTRATIVE RULES

COR 307 Items Considered Contraband. Contraband shall consist of:

- a) Any substance or item whose possession in 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.
- 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 if stored in a secured vehicle):
- j) Knives and knife-like weapons, clubs and club-like weapons,
 - (1) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
 - (2) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
 - (3) pornography or pictures of visitors or prospective visitors undressed,
 - (4) cell phones and radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
 - (5) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
 - (6) 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,
 - (7) 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.

Dennis Fuller, CFO
Name

Signature

Feb. 26, 2018

Date

Feb. 26, 2018

Date

Feb. 26, 2018

Signature

Feb. 26, 2018

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 in the performance of your services for which you have been contracted.
 - b. Giving or selling of anything
 - c. Accepting or buying anything
- 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 the NH Department of Corrections property.
- 3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, 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, polices and procedures of the Department of Corrections and the State of New Hampshire.

Dennis Fuller, CFO	J. Ofth	Feb. 26, 2018
Name	Signature	Date
Irina Stoll, Assistant	Marille	Feb. 26, 2018
Witness Name	Signature	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 inmates or residents of the NH Department of Corrections, or, anyone outside of the NH Department of Corrections' employ approaches any of the our 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, CFO

Name

Irina Stoll, Assistant

Witness Name



STATE OF NEW HAMPSHIRE

DEPARTMENT OF CORRECTIONS

DIVISION OF ADMINISTRATION

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

608-271-5610 FAX: 1-888-908-6609 TDD Access: 1-800-735-2964 www.nb.gov/nhdoc Helen E. Hanks Commissioner

Robin Maddaus Director

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 <u>Public Law 108–79—Sept. 4</u>, 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:4 and departmental policies including NHDOC PPD 5.19 - PREA; 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, NHDOC PPD 5.19 and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print):	Dennis	Fuller,	Chief	Financial	Officer	Date:	February	26,	2018
	(Name o	of Contract S	Signatory)					
Signature:		efile							
	(Signatur	e of Contrac	t Signato	ry) —————					
Pro	moting Public	Safety through	ı Integrity, I	Respect, Professions	alism, Collabora	tion and	Accountability		

Management and Strategy Institute

The Board of Trustees of the Management and Strategy Institute has conferred upon

Melissa Starr

The certification of

Strategic Organizational Leadership

With all of the rights and privileges thereunto appertaining to this internationally recognized professional development certification. We present this certificate with the affixed seal of the Institute.

Officially Certified On: June 28, 2017

MSIcertified.org/accreditation
Management and Strategy Institute

AS Dela

Management and Strategy Institute
Board of Trustees



Management and Strategy Institute

The Board of Trustees of the Management and Strategy Institute has conferred upon

Melissa Starr

The certification of

Executive Management Certified

With all of the rights and privileges thereunto appertaining to this internationally recognized professional development certification. We present this certificate with the affixed seal of the Institute.

Officially Certified On: January 18, 2016



IASSC Accreditation Number: 01-1041 Management and Strategy Institute Management and Strategy Institute

Board of Trustees

