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STATE OF NEW HAMPSHIRE  
**DEPARTMENT OF CORRECTIONS**  
**DIVISION OF ADMINISTRATION**  
 P.O. BOX 1806  
 CONCORD, NH 03302-1806  
 603-271-5610 FAX: 888-908-6609  
 TDD ACCESS: 1-800-735-2964  
 www.nh.gov/nhdoc

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HELEN E. HANKS  
 COMMISSIONER

PAUL D. RAYMOND, JR.  
 ASSISTANT COMMISSIONER

May 21, 2024

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

**REQUESTED ACTION**

Authorize the NH Department of Corrections (NHDOC) to enter into a contract with Sentinel Offender Services, LLC. (VC #226892), 1220 North Simon Circle, Unit C, Anaheim, CA 92806 in the amount of \$39,000.00, for the provision of Client Electronic Monitoring Services, with the option to renew for one (1) additional period of up to three (3) years effective upon Governor and Executive Council approval for the period beginning July 1, 2024 through June 30, 2027. 100% General Funds.

Funds are available in FY 2025 and are anticipated to be available in FY 2026 and FY 2027, upon the continued appropriation of funds in the future operating budget(s) with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

Sentinel Offender Services, LLC					
Account	Description	FY 2025	FY 2026	FY 2027	Total
02-46-46-464010-83020000-102-500731	District Offices	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00	\$ 39,000.00
<b>Total Contract Amount</b>		<b>\$13,000.00</b>	<b>\$13,000.00</b>	<b>\$13,000.00</b>	<b>\$ 39,000.00</b>

**EXPLANATION**

Electronic monitoring is a client 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 client supervision and monitoring needs of the NHDOC's Administrative Home Confinement (AHC) program, Sentinel Offender Services, LLC. provides a variety of monitoring options: Basic Radio Frequency (RF), Basic Radio Frequency Cellular (RFC), Global Positioning Satellite (GPS) and Stand-Alone Breath Alcohol Monitoring services.

Basic radio frequency electronic monitoring consists of a transmitter in the form of an ankle bracelet and a receiver which the ankle bracelet is attached to the client's ankle and the receiver is placed in the client's home. The transmitter communicates two-way continuous signaling with the receiver during the predetermined times the client is scheduled to be at home. The receiver communicates via the home telephone line to the monitoring center any and all violations. The transmitters are tamper-proof and water resistant. If a client does not have access to a residential/landline telephone, the client can be offered an RFC electronic monitoring option for an additional cost which utilizes the same technology as the basic RF. To track the whereabouts of a participant anytime or anywhere, a GPS monitoring system can be used

with passive, intermediate or active monitoring. This unit utilizes a unique hybrid of GPS and cellular technology, which allows it to use cellular triangulation to track the participant even in impaired environments where traditional GPS units lose signal. Stand-alone breath alcohol monitoring provides scheduled, random and/or on-demand breath alcohol tests and are available in landline or cellular-enabled models with an integrated camera to confirm identity of the tester. All devices are designed specifically for continuous, real-time electronic monitoring supported by the Contractor's central computer system located at its secure monitoring center and can report a client's unauthorized departure, whether a device has been tampered with, or a low battery has been detected.

As the individuals participating in the AHC program pay the cost of the electronic monitoring services directly to the Contractor, this request would allow the NHDOC the ability to provide payment, throughout each State Fiscal year, for AHC services for up to seven (7) client participants for three hundred, sixty-five (365) days per year. This will allow qualified clients who would otherwise remain incarcerated to be released to AHC, thus helping to minimize the State's cost of incarceration.

The Request for Proposal (RFP) was posted on the NHDOC website: <https://www.corrections.nh.gov> and the DAS website: <https://apps.das.nh.gov/bidscontracts/bids.aspx> for three (3) consecutive weeks. As a result of the issuance of the RFP, one (1) vendor responded by submitting a proposal in accordance with the RFP Terms and conditions in the amount of \$39,000.00.

This RFP was scored utilizing a consensus methodology by a three (3) person evaluation committee. The evaluation committee consisted of the following NHDOC employees: Jeffrey White, Director, Division of Field Services, David Cady, Deputy Director, Field Services and Sylvia Lepage, Lead Administrator, Division of Field Services.

Respectfully Submitted,



Helen E. Hanks  
Commissioner



STATE OF NEW HAMPSHIRE  
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OFFICE OF ADMINISTRATION

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Helen M. Hanks  
Commissioner

Lisa M. Stone  
Director

**RFP Bid Evaluation and Summary**  
**Client Electronic Monitoring Services**  
**NHDOC 2024-10**

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. Proposals will not be publicly opened. Upon receipt, the proposal information will be disclosed to the evaluation committee members only.
- The Department uses a consensus scoring methodology to evaluate submitted Proposals. The Department reserves the right to waive any irregularities, minor deficiencies, and informalities that it considers not material to the proposal.
- The RFP does not commit the Department to award a Contract. The Department reserves the right to reject any and all Proposals; to cancel the RFP; and to solicit new proposals under a new acquisition process.

Proposal Evaluation Criteria:

- Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements of the evaluation criteria. Specific criteria are:
  - a. Technical Proposal – **Sentinel Offender Services, LLC**
    - i. Executive Summary – 14.5 points
    - ii. Organizational Capability – 15 points
    - iii. Organizational Approach – 29.5 points
  - b. Cost Proposal – 40 points
- Awards will be made to the responsive Vendor(s) whose proposals are deemed to be the most advantageous to the State, taking into consideration all evaluation factors in NHDOC 2024-10 RFP.
  - a. Contract(s) may be awarded to a Bidder submitting a response that demonstrates the required capabilities and approach as identified in the RFP and does not reduce the current functions of the Department.

Evaluation Team Members:

- a. Jeffrey White, Director, Division of Field Services
- b. David Cady, Deputy Director, Division of Field Services
- c. Sylvia Lepage, Lead Administrator, Division of Field Services

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Director

**RFP Scoring Matrix**  
**Client Electronic Monitoring Services**  
**NHDOC 2024-10**

Respondents Name & Address:

- *Sentinel Offender Services LLC*  
*1220 North Simon Circle-Unit C*  
*Anaheim CA 92806*

Scoring Matrix Criteria:

- Proposals were evaluated based on the proven ability of the respondents to satisfy the provisions set forth in the Scope of Services in the most technical and cost-effective manner.
  1. Technical Proposal – 60 points
  2. Cost Proposal – 40 points

<b>NHDOC 2024-XX RFP Scoring Matrix</b>			
<i>Evaluation Criteria</i>	<i>RFP Weight Point Value</i>	<i>Sentinel Offender Services LLC</i>	
<i>Technical Proposal</i>			
<i>Executive Summary</i>	15	14.5	
<i>Organizational Capability</i>	15	15	
<i>Organizational Approach</i>	30	29.5	
<i>Cost Proposal</i>	40	40	
<b>Total</b>	<b>100</b>	<b>99</b>	

Contract Award: Sentinel Offender Services LLC

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HELEN E. HANKS  
COMMISSIONER

LISA M. STONE  
DIRECTOR

**Bio**

**Client Electronic Monitoring Services  
NHDOC 2024-10**

**Jeffrey White, Director, Division of Field Services**

Jeffrey White is the Director of the NH Department of Corrections, Division of Field Services. In this capacity, he oversees Probation & Parole, Collections and the Victim Services Unit for the State of NH since December 2022. Prior to that, he retired after 26 years with the United States Marshals Service as the Supervisor of the NH Joint Fugitive Task Force. Throughout his career, he has led, supervised, trained a variety of staff, and managed a wide variety of resources while maintain fiscal responsibility.

**David Cady, Deputy Director, Division of Field Services**

David Cady is the Deputy Director of the NH Department of Corrections, Division of Field Services. David has been employed by the NHDOC for 28 years during that time he was a Probation Parole officer for 5 years, a Chief Probation Parole Officer for 19 years and has served in the current position for 4 years. He is currently the Commissioner of the Interstate Commission for Adult Offender Supervision program for the State of New Hampshire. Throughout David's career, he has supervised and trained and led a variety of staff at different levels. David has reviewed and executed many RFP's for services, resources, and lease space as well as worked on developing, coordinating, and overseeing budgets for the Division of Field Services as well as supervising the Divisions Collection unit.

**Sylvia Lepage, Lead Administrator, Division of Field Services**

Sylvia Lepage is the Lead Administrator for the NH Department of Corrections and has been employed by the NHDOC for 18 years. During that time, she has held several positions, including overseeing the Division's database, supervising the Central headquarters office, managing the National Crime Information Center (NCIC) division as well as Collections unit. Sylvia is responsible for training staff and procuring all supplies and equipment for the Division.



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LISA M. STONE  
DIRECTOR

**RFP Bidders List**  
**Electronic Monitor Services**  
**RFP NHDOC 2024-10**

**Alcohol Monitoring Systems, Inc.**  
**d/b/a Scram Systems**

Lou Sugo  
VP of Sales & Marketing  
1241 West Mineral Ave  
Suite 200  
Littleton, CO 80120  
(o) 800-557-0861  
(o) 303-785-7821  
(e) lsugo@scramsystems.com  
(w) www.scramsystems.com

**Attenti Group**

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

**BI Incorporated**

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

**Securus Monitoring Solutions**

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

**Sentinel Offender Services, LLC**

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

**TrackGroup**

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

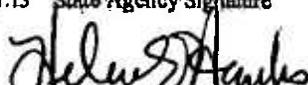
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Corrections		6.1 State Agency Address P.O. Box 1806 Concord, NH 03302	
1.3 Contractor Name Sentinel Offender Services, LLC		1.4 Contractor Address 1220 North Simon Circle, Unit C, Anahelm, California 92808	
1.5 Contractor Phone # 800-496-4882	1.6 Account Number 02-46-46-464010-83020000- 102-500731	1.7 Completion Date June 30, 2027	1.8 Price Limitation \$39,000.00
1.9 Contracting Officer for State Agency Jeffrey White, Director Field Services		1.10 State Agency Telephone Number 603-271-5647	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Mark Contestabile, Chief Business Development Officer	
1.13 State Agency Signature  Date: 5/22/2024		1.14 Name and Title of State Agency Signatory Helen E. Hanks, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: May 22, 2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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NH Department of Corrections  
Division of Field Services

Client Electronic Monitoring Services  
NHDOC 2024-10  
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Contractor Initials:   
Date: 5-25-2024

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, (if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, 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 1.1) ("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.

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

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

**7. PERSONNEL.**

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this 1.1 Agreement.

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NH Department of Corrections  
Division of Field Services

Cleu Electronic Monitoring Services  
NHDC 3024-10

Contractor Initials

Date

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4-25-2019

## 8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

## 9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

## 10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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, formulas, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the

State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor; or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

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NH Department of Corrections  
Division of Field Services

Client Electronic Monitoring Services  
NUDOC 2024-10

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Contractor Initials *MLC*  
Date *1/20/24*

#### 14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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 recital of the provisions of this Agreement.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

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

Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

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Division of Field Services

Client: Electronic Monitoring Services  
NHDOC 2024-10

Contractor Initials

Initials of ST  
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**EXHIBIT A - SPECIAL PROVISIONS**

1. Confidential Information includes any and all information owned or managed by the State of NH - created, received from or on behalf of any agency of the State or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Protected Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Social Security Numbers (SSN), Family Educational Rights and Privacy Act (FERPA), and or other sensitive and Confidential Information. The Vendor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. The Vendor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all Confidential Information.

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**EXHIBIT B - SCOPE OF WORK**

**1. Purpose**

The purpose of this contract is for the provision of statewide Client Electronic Monitoring Services for the NH Department of Corrections (herein known as the "NHDOC," "State," or "Department") probationers and parolees, by providing twenty-four/seven (24/7), three hundred and sixty-five (365) days a year, supervision and continuous monitoring of clients. Requested services shall include rental equipment to probationers and parolees, reporting, ancillary training, program management and support to enforce curfews, scheduling, established prohibited and/or restricted areas and assess and monitor client movement within the community. This program is client funded.

**2. Terms of Contract**

A contract awarded by the NHDOC as result of RFP NHD0C 2024-10 is expected to be effective upon Governor and Executive Council approval for the period beginning upon July 1, 2024 through June 30, 2027. The NHDOC may extend contracted services for one (1) additional period of up to two (2) years, contingent upon satisfactory Contractor performance, Commissioner approval, continued appropriations and Governor and Executive Council approval.

**3. Location of Services**

3.1 Service Locations: Client Electronic Monitoring Services shall be available at the NHDOC District Office locations listed below, through the Division of Field Services:

District Office	Address	County
Exeter DO	8A Continental Dr, Exeter, NH 03833	Rockingham
Manchester DO	60 Rogers St, Suite 208, Manchester, NH 03103	Hillsborough
Concord DO	314 North State St, Concord, NH 03301	Merrimack
Berlin DO	138 East Milan Rd, Berlin, NH 03570	Coos
North Haverhill DO	3785 Dartmouth College Hwy, Box 1, No. Haverhill, NH 03774	Grafton
Dover DO	259 County Farm Rd, Suite 104, Dover, NH 03820	Stafford
Laconia DO	64 Court St, Laconia, NH 03246	Belknap
Keene DO	28 Mechanic St, Keene, NH 03431	Cheshire
Newport DO	17 Main St, Newport, NH 03773	Sullivan
Wolfboro DO	10 Center St, Wolfboro, NH 03894	Carroll
Nashua DO	3 Pine Street Extension, Nashua, NH 03060	Hillsborough-S.

3.2 Locations may be added and/or deleted after the awarding of a contract at the discretion of the NHDOC and upon mutual agreement of the Commissioner of the NHDOC and the Contractor.

3.3 In the event that the NHDOC wishes to add or remove facilities at which the Contractor is to provide services, it shall:

3.3.1 Give the Contractor fourteen (14) days written notice of the proposed change; and

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

3.4 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.

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4. **Minimum Required Services**

- 4.1 **Minimum Services:** The Contractor shall provide a cost effective and reliable electronic monitoring system with options for continuous and remote alcohol breath testing and Global Positioning System (GPS) capabilities passive, intermediate and active. Contractor shall be able to provide services through a rental system to probationers and parolees. The cost of the rental shall include all costs, including monitoring, equipment, maintenance, replacement parts, repair, training, phone charges, shipping, storage, installation and warranty. Contractor associated costs for employees, monitoring facility to include equipment for the facility and any and all other ancillary charges associated with the provision of electronic monitoring as a per unit cost basis.
- 4.2 **Continuous Monitoring Service:** The Contractor shall provide twenty-four (24) hours, seven (7) days a week, 365 days a year, supervision of probationers and parolees to monitor and verify a person's presence or absence at a specified location during specific time periods to prevent recidivism through electronic monitoring and an immediate response alerting system.
- 4.3 **Reporting:** The Contractor shall report unauthorized absences, late returns, equipment malfunctions and tampering to a central computer system with occurrences reported to the NHDOC in accordance with the level of monitoring service, as mutually agreed upon between the Contractor and the NHDOC.
- 4.4 **Requested services:** Shall include rental equipment to clients, reporting, ancillary training, program management and support to enforce curfews, scheduling, established prohibited and/or restricted areas, and assess and monitor client movement within the community through a radio frequency monitoring system.
- 4.4.1 The Contractor shall provide and/or comply with the following:
- Client location detection, path tracking capabilities, response and alarm notifications;
  - Electronic monitoring and management.
  - Data processing, storage and disposal.
  - The Contractor shall work with the NHDOC to identify probationer's and parolee's unique vulnerabilities and level of risk using online, and/or automated tools and functionalities to establish a client's unique profile.
- 4.5 **Funding:** This program is client funded. Clients shall be responsible for maintaining telephone service at their monitored location. Clients are expected to pay up to two (2) weeks of services in advance.

5. **General Service Provisions**

- 5.1 **NHDOC Contact:** The Director of Field Services, or designee, shall be the point of contact for the Contractor.
- 5.2 **Contractor Tools and Equipment:** The Contractor must furnish the required tools and equipment inclusive of computer hardware and electronic monitoring necessary to provide the requested services of the contract. Any tools, containers and vehicles the Contractor needs to provide for the required services shall be inventoried before entering and leaving the District Office and are subject to search by the NHDOC probation and parole staff at any and all times while on the NHDOC District Office grounds.
- 5.3 **Rules and Regulations:** The Contractor agrees to comply with all Policy and Procedure Directives of the NHDOC. The Contractor shall adhere to the Department's Administrative Rules, Conduct and Confidentiality of Information policies.
- 5.4 **Additional Facilities:** Upon agreement of both parties, additional facilities belonging or associated to the NHDOC may be added to the contract.
- 5.5 **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

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and/or sub-contractor(s) to provide services for the NHDOC. Upon award of a contract, the NHDOC Director of Field Services, or designee, will notify the Contractor the procedures to obtain background checks and fingerprinting, when necessary. The Contractor and/or sub-contractor employee hiring status shall be contingent upon receipt of a criminal background check(s) and fingerprinting report(s) from the NH Department of Safety to the NHDOC and a procedural review of said reports by the NHDOC.

5.5.1 The NHDOC reserves the right to conduct a procedural review of all criminal background checks of Contractor and/or sub-contractor employees to determine eligibility status.

5.5.2 The NHDOC will notify the Contractor of any potential Contractor and/or sub-contractor employees who does not comply with the criteria identified in 5.5.3., below.

5.5.3 In addition, the Contractor and/or sub-contractor(s) shall not be able to hire employees meeting the following criteria:

- Individuals convicted of a felony shall not be permitted to provide services;
- Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
- Individuals with restrictions on out-of-state and/or State of New Hampshire professional licenses and/or certifications;
- Individuals whose professional licenses and/or certification have been revoked and reinstated from other states and/or the State of New Hampshire without review by the NHDOC prior to hire;
- Individuals with a history of drug diversion;
- Individual staff on the National Offender Database;
- Individuals who were former State of NH employee(s) and/or former contracted employee(s) that were dismissed for cause or resigned or retired pending investigation;
- Individuals previously employed with the NHDOC without prior approval of the NHDOC;
- Relatives or associates of people currently incarcerated or under departmental supervision (probation or parole) may not be permitted to provide services without prior approval by the NHDOC; and
- Individuals with a record of 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 corresponding facility requiring services.

5.6 Licenses, Credentials and Certificates: The Contractor and its staff shall possess the licenses, credentials and/or certification required by law and regulations to provide the required correctional electronic monitoring services.

5.7 Qualified Technicians/Personnel: The Contractor shall have in their employ a sufficient number of qualified technicians/personnel to conduct the required scope of service.

5.8 Admittance: The NHDOC may, at its sole discretion, remove from or refuse admittance to any NHDOC facility any person providing services under a contract without incurring penalty or cost for exercising this right. The Contractor shall be responsible for assuring that the services that the person(s) so removed or denied access are delivered.

## 6. Administrative Home Confinement Population

6.1 Daily population of electronic monitoring cases average of fifteen (15) clients per month and should be prepared to accommodate up to thirty (30) at any given time.

6.2 Case averages shall not commit the NHDOC to either a maximum or minimum amount of projected usage that is based on past usage and anticipated future usage.

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6.3 The specific number for each device may be increased or decreased at any given time depending upon need of specific equipment.

**7. General Electronic Monitoring System Requirements:**

- 7.1 The Contractor shall be responsible for providing all equipment, maintenance of equipment services, collecting fees from offenders at no cost to the NHDOC.
- 7.2 The Contractor shall be responsible for installation of transmitters and electronic monitoring units.
- 7.3 The Contractor shall provide a system of continuous signaling, radio frequency based/cellular transmitter and receiver monitoring, random calling monitoring capability, email, text and/or telephone notification capability.
- 7.4 The Contractor shall provide a system that can communicate between individual transmitters/receivers and the central computer. All monitoring equipment and accessories shall be designed specifically for electronic monitoring and shall not be an adaptation of readily and commercially available products.
- 7.5 The monitoring equipment shall be easily attached to a client.
- 7.6 The Contractor shall provide a central computer system to be located at a secure facility, capable of receiving, storing and disseminating the data generated by the monitoring equipment. It shall also provide a reliable and secure means of transmitting data between the central computer and the clients' monitoring equipment.
- 7.7 Staffing shall be provided by the Contractor at its monitoring center to continuously monitor the computer system twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year, in order to promptly detect unauthorized absences, late arrivals, equipment malfunctions, tampering and respond to inquiries from the NHDOC.
- 7.8 The Contractor shall provide the necessary on-site training, essential manuals for equipment and system operations, on-going support to the NHDOC employees and follow up training and support as needed and requested by the NHDOC.
- 7.9 The Contractor shall detail the following logistical processes: delivery of equipment, coordination of inventory with the NHDOC, enrollment process of the clients, changes in client curfew schedules and maintenance of equipment, repairs, upgrades and replacement.
- 7.10 The Contractor shall be the sole responsible party for the cost of replacement for lost and damaged equipment if the client does not make restitution. The Contractor shall maintain equipment and inventory in proper working condition.
- 7.11 The Contractor shall repair and/or replace defective or malfunctioning parts and/or equipment immediately after the notice or knowledge of a malfunction or failure that may impede or interrupt the provision of electronic monitoring.
- 7.12 The Contractor shall maintain all appropriate licenses and certifications required for compliance by appropriate government agencies to perform the requested services.
- 7.13 The Contractor may be asked to demonstrate components of their system (either monitoring units or ability to input data) prior to a contract being awarded.
- 7.14 All types of monitoring units must operate in conjunction with each other and be compatible with each other.

**8. 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 clients' location to communicate with the client and the monitoring equipment.

**8.1 Minimum Requirements:**

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- 8.1.1 Monitoring system shall be single-use facility located at a secure office location/venue and equipped with a functional alarm system.
- 8.1.2 Monitoring system shall be staffed twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year.
- 8.1.3 Monitoring system shall be operated by Contractor staffed employees devoted to providing electronic monitoring services.
- 8.1.4 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.
- 8.1.5 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 data.
- 8.1.6 Monitoring system shall be capable of continuously initiating, receiving and storing all calls and voice responses of the client and data sent by the receiver dialer, together with the date and time of each occurrence. All voice responses shall be permanently recorded on tape for later playback and analysis for substance abuse, unusual responses and additional identification. All data shall be continuously stored electronically with print out capability online in real time and later shall be printable in various report formats as required and/or requested by the NHDQC.
- 8.1.7 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.
- 8.1.8 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 client. In the event that a client's 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 percent (100%) accurate verification that the client is or is not present.
- 8.1.9 Monitoring system shall be capable of retaining relevant information for each client, including but limited to:
  - Name, address and phone number
  - Equipment serial numbers
  - Name of case Probation Parols Officer, and
  - Any other information deemed necessary by the NHDQC
- 8.1.10 Monitoring system shall have an alert system, so that the Contractor's monitoring center shall notify the NHDQC by telephone or email of any unauthorized absences, late arrivals and equipment malfunctions and tampering upon occurrence indicating the client's name, unit number and violation type as agreed to and arranged by the NHDQC.
- 8.1.11 The monitoring system shall be able to generate reports as required and requested by the NHDQC.

**9. Monitoring Equipment:**

Transmitter and/or other device(s) worn by client(s).

**9.1 Minimum Requirements:**

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

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- 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 a mail order outlet;
  - Transmitter shall be shock resistant, water and moisture proof and function reliably under normal atmospheric and environmental conditions;
  - Transmitter shall be hypoallergenic and not pose a safety hazard or undue restriction of activities to the client; and
  - 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.
- 9.1.2 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; and
- 9.1.2.1 Identify transmitter operating radio frequency range.
- 9.1.3 Programmability: Transmitter must be field programmable.
- 9.1.4 Passive Client Identifier: Transmitter shall have a totally passive client'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.
- 9.1.5 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.
- 9.1.6 Tamper Resistant Features: Transmitter must be capable of being securely attached to the client 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 client. This would include severing the strap or removal of the transmitter without severing the band.
- The transmitter shall transmit a specific "Tamper" signal immediately when it has been tampered with;
  - If tampered with and is 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 NHDOC personnel.
- 9.1.7 Operation of Tamper Resistant Features:  
Contractor shall identify the following:
- How tamper resistant features operate;
  - What conditions or circumstances will a false tamper alarm shall be produced;
  - Known instances where a client has defeated the resistant feature; and
  - Ability and how to reset the tamper feature.

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## 10. Receiver/Dialer/Monitor:

### 10.1 Minimum Requirements:

- 10.1.1 Federal Communications Commission (FCC): The receiver/dialer/monitor shall comply with all applicable FCC Part 15 and 68 regulations and shall be registered with the FCC.
- List FCC registration number where applicable.
- 10.1.2 Installation: Receiver/dialer/monitor shall be capable of being easily attached and/or installed to the client's telephone and telephone outlet using standard RJ11-C modular telephone connector jack or plug, and/or using cellular technologies.
- 10.1.2.1 Describe method of installation and time involved.
- 10.1.3 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) client.
- 10.1.4 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.
- 10.1.5 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.
- 10.1.6 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.
- 10.1.7 Radio Signal: Receiver/dialer shall be capable of receiving the radio signal from the client'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. Transmitter shall send an individually coded signal that has a range of approximately one hundred and fifty (150) feet.
- 10.1.8 Health and Safety Features: Receiver/dialer shall not pose any health or safety hazard to the client or others and shall function reliably under normal environmental and atmospheric conditions.
- 10.1.9 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 manufacturer's recommendations to be fully compatible with the proposed receiver/dialer equipment.
- 10.1.10 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 client's transmitter signal and immediately report this to the central computer system.

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10.1.11 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 client activity is detected. This shall present status reports and to indicate that it is connected and functioning properly.

**11. Maintenance and Repair Services:**

**11.1 Minimum Requirements:**

- 11.1.1 The Contractor shall maintain all equipment and spare parts in good operating condition and shall provide prompt repair, replacement and service;
- 11.1.2 The Contractor shall provide remote service and diagnostics from its service facility, for the NHDQC monitoring system as required while the system is in full monitoring operation;
- 11.1.3 The Contractor shall be the responsible party for the cost of replacement of lost and damaged equipment, if the client does not make restitution;
- 11.1.4 The Contractor shall maintain equipment in proper working condition; and
- 11.1.5 The 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.

**12. Support Services:**

The 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.

**13. Warranty Information:**

- 13.1 The Contractor shall warranty their equipment for rental to clients due to manufacturing defects, defective or malfunctioning parts and/or complete product failure.
- 13.2 The 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.

**14. Inventory:**

The 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.

- 14.1 Continuous Monitoring Services: Contractor shall provide twenty-four (24) hours, seven (7) days a week, three hundred and sixty-five (365) days a year, supervision of clients to monitor and verify a client's location, including presence or absence at a specified location during specific time periods.
- 14.2 Equipment Technology: The NHDQC requires the use of a continuous monitoring system with transmitter device and home monitoring units with the following options, basic radio frequency or cellular service, alcohol sensor testing and GPS. All available technologies will be considered including but not limited to radio frequency monitoring, cellular monitoring, voice verification systems, facial recognition, or other client verification systems, in-home alcohol monitoring devices, field location devices, page/text/email alert systems, GPS or any alternative equipment as proposed by a bidder that provides a range of monitoring functions with equipment.
- 14.3 Reporting: The Contractor shall report client 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 NHDQC in accordance with the level of monitoring service, as mutually agreed upon between the Contractor and the NHDQC.

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14.4 Management: The Contractor shall be responsible for installation of transmitters and electronic monitoring units. The Contractor shall be responsible for providing all equipment, maintenance of equipment services, collecting fees from clients at no cost to the NHDOC.

**15. Curfew Schedules**

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

**16. Security and Data Integrity**

16.1 The Contractor shall certify that it maintains a drug free workplace environment to ensure workplace safety and integrity during the life of the contract and any renewal contract thereof.

16.2 The Contractor agrees to provide a copy of its drug free workplace policy at any time upon request of the NHDOC.

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

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

**17. Training**

The Contractor shall be responsible for training the NHDOC staff at no cost to the NHDOC.

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

17.2 Training may include programs on Contractor policies and procedures that will be beneficial in training new probation and parole officers of the NHDOC.

**18. Indigent Probationer and Parolee Participation**

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

**19. Administrative Rules, Policies, Regulations and Policy and Procedure Directives**

The Contractor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's) to include but not limited to PPD 371 (formerly 5:08): *Staff Personal Property Permitted In and Restricted from Prison Facilities*. Additional information can be located as a separate link: <https://www.corrections.nh.gov/resources/bids-contracts/rfp-resources>.

**20. Protected Health Information (PHI)**

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

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

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

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

**21. Health Insurance Portability and Accountability Act (HIPAA)**

Contractor agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164. As defined herein, "Business Associate" shall mean the Contractor and sub-contractor(s) and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services. Additional information can be located as a separate link: <https://www.corrections.nh.gov/resources/bids-contracts/rfp-resources>.

**22. Prison Rape Elimination Act (PREA) 2003 & Acknowledgement of PREA Education**

Contractor shall comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards, which may require an outside independent audit. Additional information can be located as a separate link: <https://www.corrections.nh.gov/resources/bids-contracts/rfp-resources>.

**23. Criminal Justice Information Services (CJIS) Security Policy, if applicable.**

The essential premise of the CJIS Security Policy is to provide appropriate controls to protect the full lifecycle of CJIS, whether at rest or in transit. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJIS. This Policy applies to every individual Contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity with access to, or who operate in support of, criminal justice services and information. Contractor shall comply with the CJIS policy and is located as a separate link: <https://www.corrections.nh.gov/resources/bids-contracts/rfp-resources>.

**24. Change of Ownership**

In the event that the Contractor should change ownership for any reason whatsoever, the NHDOC 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 NHDOC, or terminating the contract.

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Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

NH Department of Corrections  
Division of Field Services

Client Electronic Monitoring Services  
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Contractor Initials: *MAC*  
Date: *4-25-2017*

**25. Contractor Designated Liaison**

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

- 25.1 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.
- 25.2 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 NHDOC actually receives notice of this change.
- 25.3 Changes to the named Liaison by the Contractor must be made in writing and forwarded to NH Department of Corrections, Contracting Officer for the NHDOC, or designee, PO Box 1806, Concord NH 03302.

**26. Contractor Liaison's Responsibilities**

Contractor's designated liaison shall be responsible for:

- 26.1 Representing the Contractor on all matters pertaining to the contract and any renewals thereof. Such a representative shall be authorized and empowered to represent the Contractor regarding all aspects of the contract and any renewals thereof;
- 26.2 Monitoring the Contractor's compliance with the terms of the contract and any renewals thereof.
- 26.3 Receiving and responding to all inquiries and requests made by the NHDOC in the time frames and format specified by the NHDOC in the RFP and in the contract and any renewals thereof; and
- 26.4 Meeting with representatives of the NHDOC on a periodic or as-needed basis to resolve issues, which may arise.

**27. NH Department of Corrections Contract Liaison Responsibilities**

The Director of Field Services, or designee, shall act as liaison between the Contractor and the NHDOC for the duration of the contract and any renewals thereof. The NHDOC reserves the right to change its representative, at its sole discretion, during the term of the contract, and shall provide the Contractor with written notice of such change. The NHDOC representative shall be responsible for:

- 27.1 The Director of Field Service, or designee, shall represent the NHDOC on all matters pertaining to the contract. The representative shall be authorized and empowered to represent the NHDOC regarding all aspects of the contract, subject to the approval of the Commissioner and Governor and Executive Council of the State of New Hampshire, where needed.
- 27.2 Monitoring compliance with the terms of the contract.
- 27.3 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.
- 27.4 Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues, which arise.
- 27.5 Informing the Contractor of any discretionary action taken by the NHDOC pursuant to the provision of the contract.

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**28. Reporting Requirements**

- 28.1 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 NHDQC.
- 28.2 Reports and/or information requests shall be forwarded to the Director of Field Services, or designee, and mailed to P.O. Box 1806, Concord, NH 03302.

**29. Performance Evaluation**

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

- 29.1 The Director of Field Services, or designee, at a minimum of four (4) times a year will assess the performance of the client electronic monitoring relative to the Contractor's compliance with the contract as set forth in the approved contract. Examples of performance include, but not limited to:
  - 29.1.1 Request additional reports the NHDQC deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the contract; and
  - 29.1.2 Review reports submitted by the Contractor. The NHDQC shall determine the acceptability of the reports. If they are not deemed acceptable, the NHDQC shall notify the Contractor and explain the deficiencies.

**30. Performance Measures**

The NHDQC shall, at its sole discretion:

- 30.1 Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action.
- 30.2 Terminate the contract as permitted by law, if the NHDQC determines that the Contractor:
  - 30.2.1 Does not comply with the terms of the contract.
  - 30.2.2 The Contractor shall fully coordinate the performance activities of the contract with those of the NHDQC. As the work of the Contractor progresses, advice and information on matters covered by the contract shall be made available by the Contractor to the NHDQC as requested by the NHDQC throughout the effective period of the contract.

**31. Bankruptcy or Insolvency Proceeding Notifications**

- 31.1 Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the NHDQC immediately.
- 31.2 Upon learning of the actions herein identified, the NHDQC 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.

**32. Embodiment of the Contract**

In the event of a conflict in language between the documents referenced below, the provisions and requirements set forth and/or referenced in the negotiated document noted in 32.1.1 shall govern. The NHDQC 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 Contractor's proposal and/or the result of a contract.

**32.1 Order of Precedence:**

- 32.1.1 The NHDQC Contract Agreement NHDQC 2024-10.
- 32.1.2 The NHDQC RFP NHDQC 2024-10.

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32.1.3 Contractor's response to RFP NHDQC 2024-10.

32.1.4 Negotiated Exceptions to Terms and Conditions to RFP NHDQC 2024-10, if applicable

**33. Cancellation of Contract**

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

33.1 The NHDQC reserves that right to terminate the without penalty or recourse by giving the Contractor a written notice of such termination at least sixty (60) days prior to the effective termination date.

33.2 The NHDQC reserves the right to cancel this Contractor for the convenience of the State with no penalties by giving the Contractor sixty (60) days' notice of said cancellation.

**34. Contractor Transition**

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

**35. Audit Requirement**

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

**36. Notification to the Contractor**

The NHDQC 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.

**37. Additional Information**

37.1 In performing its obligations under the contract, the Contractor may gain access to information of the client/patient/non-adjudicated 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.

37.2 Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction, and all information of the client/patient/non-adjudicated that becomes available to the Contractor in connection with its performance under the contract.

37.3 In the event of unauthorized use or disclosure of the clients/patient/non-adjudicated information, the Contractor shall immediately notify the NHDQC.

37.4 All material developed or acquired by the Contractor, as a result of work under the contract shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of the NHDQC.

37.5 All financial, statistical, personnel and/or technical data supplied by the NHDQC 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

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Contractor Initials: *ABC*  
Date: *4-31-2024*

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.

**38. Contractor Personnel**

- 38.1 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.
- 38.2 The NHDOC 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.

**39. Other Contractual Documents Required by the NH Department of Corrections**

Form Number P-37 (version 02/23/2023); Certificate of Good Standing (COGS); Certificates of Authority/Vote (COA/COV); Certificate of Insurance (COI); Administrative Rules, Rules of Conduct, Confidentiality of Information Agreements; Health Insurance Portability and Accountability Act - Business Associate Agreement (HIPAA); PREA Acknowledgement Form; Mission Statement, Board of Directors/Trustees and Business Address and Telephone Numbers, List of Key Personnel, Resumes, and Annual Salary per Position, if applicable and ALT-W9 Registration shall be applicable for the requested contracted activities and, for the exception of the Certificate of Good Standing (COGS), are located as a separate link on the NHDOC website: <https://www.corrections.nh.gov/resources/bids-contracts/rfp-resources> with instructions found in the Proposal Check Sheet.

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Contractor Initials *[Signature]*  
Date *4-25-2021*

**EXHIBIT C - ESTIMATED BUDGET/METHOD OF PAYMENT**

**1. Estimated Budget (Cost Proposal)**

- 1.1 Service Fee Schedule Period: July 1, 2024 through June 30, 2027 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 NHDOC and the Governor and Executive Council.
- 1.2 The Contractor(s) shall describe and attach any and all pricing terms and conditions that may affect any contract.
- 1.3 Costs shall reflect per day, per client per unit rental and per unit costs shall not include units not in use.
- 1.4 Price per 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 associated with the provision of electronic monitoring on a per client basis.
- 1.5 Offers below shall not commit the NHDOC to use such and/or all product services.

Description	Original Contract Period Unit Cost/Per Day/Per Offender			Optional Renewal Contract Period Unit Cost/Per Day/Per Offender	
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Basic Radio Frequency (RF)	\$ See below	\$ See below	\$ See below	\$ See below	\$ See below
Basic Radio Frequency Monitoring	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
Basic Radio Frequency and Breath Alcohol Monitoring	\$ 8.25	\$ 8.25	\$ 8.25	\$ 8.25	\$ 8.25
Basic Radio Frequency Cellular	\$ 5.25	\$ 5.25	\$ 5.25	\$ 5.25	\$ 5.25
Global Positioning System	\$ See below	\$ See below	\$ See below	\$ See below	\$ See below
Passive Monitoring	\$ 6.75	\$ 6.75	\$ 6.75	\$ 6.75	\$ 6.75
Intermediate Monitoring	\$ 7.10	\$ 7.10	\$ 7.10	\$ 7.10	\$ 7.10
Active Monitoring	\$ 8.25	\$ 8.25	\$ 8.25	\$ 8.25	\$ 8.25
Please enter the same information, below, for any additional and optional units offered					
Stand Alone Breath Alcohol Monitoring	\$ 7.25	\$ 7.25	\$ 7.25	\$ 7.25	\$ 7.25
Other (please specify) Active GPS w/Breath Alcohol	\$ 11.00	\$ 11.00	\$ 11.00	\$ 11.00	\$ 11.00
Other (please specify) SCRAM CAM	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00

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Contractor Initials *ML*  
Date 4-25-2024

**1. Method of Payment**

- 1.1 Services are to be invoiced monthly, if applicable, commencing thirty (30) days after the start of service. Due dates for monthly invoices will be the fifteenth (15<sup>th</sup>) of the following month in which services are provided.
- 1.2 Invoices shall be sent to the NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302, or designee, for approval. The "Bill To" address on the invoice shall be NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302.
- 1.3 The NHDOC will accept invoices in electronic format at: DOC-Financialservices@doc.nh.gov to expedite payment.
- 1.4 The NHDOC may adjust the payment amount identified on a Contractor's monthly invoice. The NHDOC shall suspend payment to an invoice if an invoice is not submitted in accordance with the instructions established by the NHDOC.
- 1.5 The NH Department of Corrections Bureau of Financial Services may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall contain the following information:
  - Invoice date, number and facility;
  - Quantity, description of services rendered;
  - Dates of said service(s); and
  - Itemized service total charge.
- 1.6 Payment shall be made to the name and address identified in the contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618.

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Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

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Client Electronic Monitoring Services  
NHDOC 2024-10

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Contractor Initials *AM*  
Date *7/10/24*

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# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SENTINEL OFFENDER SERVICES, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on October 25, 2000. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 356859

Certificate Number: 0006667992



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 15th day of April A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

**Corporate Resolution**

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

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

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

16 (Day), 2024 (Year) at which a quorum of the Directors/shareholders were present and voting.

**Mark Contestabile, Chief Business Development Officer  
Dennis Fuller, Chief Financial Officer**

VOTED: That \_\_\_\_\_ (may list more than one person) is duly authorized to (Name and Title)

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

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

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 4/16/24

ATTEST: Julie Hunt (Name and Title)

Julie Hunt, Secretary / VP of HR



# CERTIFICATE OF LIABILITY INSURANCE

10/11/2024

DATE (MM/DD/YYYY)

4/16/2024

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

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

<b>PRODUCER:</b> Lockton Insurance Brokers, LLC 777 S. Figueroa Street, 52nd Fl. CA License #0B99399 Los Angeles CA 90017 (213) 689-0065	<b>CONTACT NAME:</b> PHONE (A/C): FAX (A/C): ADDRESS:																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Indian Harbor Insurance Company</td> <td></td> <td>36940</td> </tr> <tr> <td>INSURER B: ACE American Insurance Company</td> <td></td> <td>22667</td> </tr> <tr> <td>INSURER C: The Continental Casualty Company</td> <td></td> <td>20443</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Indian Harbor Insurance Company		36940	INSURER B: ACE American Insurance Company		22667	INSURER C: The Continental Casualty Company		20443	INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
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INSURER C: The Continental Casualty Company		20443																			
INSURER D:																					
INSURER E:																					
INSURER F:																					
<b>INSURED:</b> 1498467 Sentinel Offender Services, LLC 1220 N Simon Circle, Unit C Anaheim CA 92806																					

COVERAGES: SENOF01 CERTIFICATE NUMBER: 17934973 REVISION NUMBER: XXXXXXXX

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.

INBR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	NON-OWNED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ded: \$20,000 per occ  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	ES0005075306	10/11/2023	10/11/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	7040220084	10/11/2023	10/11/2024	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Coll. Coll. Ded \$ 1,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$	N	N	SXS005292305	10/11/2023	10/11/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 OTHER:
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE / OTHER EL - EACH ACCIDENT \$ XXXXXXXX EL - DISEASE - PA EMPLOYEE \$ XXXXXXXX EL - DISEASE - POLICY LIMIT \$ XXXXXXXX
B	Tech E&O/Cyber	N	N	025669344 008	10/11/2023	10/11/2024	Ea. Claim: \$5,000,000 Aggregate: \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
 The State of New Hampshire and the NH Department of Corrections are included as Additional Insured in accordance with the policy provisions of the General Liability policy.

**CERTIFICATE HOLDER**

17934973  
 The NH Department of Corrections  
 PO Box 1806  
 Concord, NH 03302-1806 USA

**CANCELLATION** See Attachment

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/16/2024

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

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

<b>PRODUCER</b>  Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-0685	<b>CONTACT NAME:</b> Marsh Affinity <b>PHONE (A/C, No, Ext):</b> 800-743-8130 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> ADPTotalSource@marsh.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> INSURER A: AIU Insurance Company      19389 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b>  ADP TotalSource DE IV, Inc. 5800 Windward Parkway Alpharetta, GA 30005 L/C/F: Sentinel Offender Services, LLC  1220 N. Simon Circle, Unit C ANAHEIM, CA 92806	

**COVERAGES**      **CERTIFICATE NUMBER:**      **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.

INSTR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <b>RETENTION \$</b>						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 034279471 CA	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

<b>CERTIFICATE HOLDER</b>  THE NH DEPARTMENT OF CORRECTIONS P.O. BOX 1806 CONCORD, NH 03302	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Jo Phillips</i>
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POLICY NUMBER: ESG005075306

COMMERCIAL GENERAL LIABILITY  
CG 20 26 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

AS REQUIRED BY WRITTEN CONTRACT SIGNED BY BOTH PARTIES  
PRIOR TO LOSS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**NH DEPARTMENT OF CORRECTIONS**  
**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions**

- a. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- f. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- j. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- k. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time.

**(2) Use and Disclosure of Protected Health Information**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:

- (i) for the proper management and administration of the Business Associate;
- (ii) as required by law, pursuant to the terms set forth in paragraph d. below; or
- (iii) for data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions on the uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate**

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure or security incident.

b. Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of protected health information, in electronic or any other form, that it creates, receives, maintains or transmits under this Agreement, in accordance with the Privacy and Security Rules, to prevent the use or disclosure of PHI other than as permitted by the Agreement.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be

receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

#### (4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA and the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3.d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT.

Department of Corrections  
State of New Hampshire Agency Name

Sentinel Offender Services, LLC  
Contractor Name

Helen E. Hanks  
Signature of Authorized Representative

Mark Contestabile  
Contractor Representative Signature

Helen E. Hanks  
Authorized DOC Representative Name

Mark Contestabile  
Authorized Contractor Representative Name

Commissioner  
Authorized DOC Representative Title

Chief Business Development Officer  
Authorized Contractor Representative Title

5/22/2024  
Date

4-25-2024  
Date

NH DEPARTMENT OF CORRECTIONS  
ADMINISTRATIVE RULES

- Cor 307 Items Considered Contraband. Contraband shall consist of:
- a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
    - (1) narcotics
    - (2) controlled drugs or
    - (3) automatic or concealed weapons possessed by those not licensed to have them.
  - b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target.
  - c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target.
  - d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.
  - e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.
  - f) Any intoxicating beverage.
  - g) Sums of money or negotiable instruments in excess of \$100.00.
  - h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit.
  - i) The following types of items in the possession of an individual who is not in a vehicle, but shall not be contraband stored in a secured vehicle:
    - (1) knives and knife-like weapons, clubs and club-like weapons,
    - (2) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
    - (3) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
    - (4) pornography or pictures of visitors or prospective visitors undressed,
    - (5) radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
    - (6) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
    - (7) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
    - (8) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

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

COR 307.03 Searches and Inspections Authorized.

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

Mark Contestabile,  
Chief Business Development Officer

Name

Signature



Date

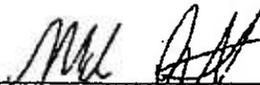
4-25-2024

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

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

Mark Contestabile,  
Chief Business Development Officer

\_\_\_\_\_  
Name

  
\_\_\_\_\_  
Signature

4-25-2024  
\_\_\_\_\_  
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 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.

Mark Contestabile,  
Chief Business Development Officer

Name

Signature



Date

4-25-2024



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION  
P.O. BOX 1806  
CONCORD, NH 03302-1806  
603-271-6610 FAX: 888-908-6609  
TDD ACCESS: 1-800-735-2964  
[www.nh.gov/nhdoc](http://www.nh.gov/nhdoc)

HELEN E. HANKS  
COMMISSIONER

JONATHAN K. HANSON  
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:

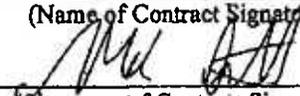
- Contractor/subcontractor misconduct
- Contractor/subcontractor harassment, assault of a resident

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

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

Name (print): Mark Contestable, Chief Business Development Officer  
(Name of Contract Signatory)

Date: 4-25-2024

Signature:   
(Signature of Contract Signatory)

FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Mike Dean, Michael Dean  
Senior Vice President of Sales  
Printed Name/Signature of Contractor Employee

April 25, 2024  
Date

Mark Contestabile Mark Contestabile  
Printed Name/Signature of Contractor Representative

April 25, 2024  
Date

Sentinel Offender Services, LLC  
Chief Business Development Officer  
Organization and Title of Contractor Representative



STATE OF NEW HAMPSHIRE  
ELECTRONIC ALTERNATE W-9 FORM

Please use this form to provide the requested information

Legal Name: SENTINEL OFFENDER SERVICES LLC

Payee Name: Sentinel Offender Services LLC

Remit Address: PO Box 8436

Remit City: Pasadena Remit State: CA Remit Zip: 91109

Business Address: 1220 North Simon Circle Unit C

Business City: Anaheim Business State: CA Business Zip: 92806

Phone: (800) 496-4882

Taxpayer Identification Number: 33-0929945;

Principal Activity(s): Service Provider Product/Merchandise

Designation(s): S LLC

Diversity Type(s):

Registered with the N.H. Secretary of State: Yes

Comments: None

Submit Date: 4/16/2024

Under penalty of perjury, I declare that the information provided is true, correct & complete, to the best of my knowledge and belief.

Signature: Mike Dean, ELECTRONICALLY SIGNED

Pursuant to IRS Regulations, you must furnish your Taxpayer Identification Number (TIN) to the State whether or not you are required to file tax returns. If this number is not provided, you may be subject to a 24% withholding on each payment made to you. To avoid this 24% withholding & to ensure that accurate tax information is reported to the IRS, A RESPONSE IS REQUIRED.