

**PARTICIPATING ADDENDUM  
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION  
Electronic Monitoring of Offenders  
Administered by the State of Washington (hereinafter "Lead State")**

MASTER AGREEMENT/CONTRACT- Washington Contract Number: 00212  
Sentinel Offender Services, LLC (hereinafter "Contractor")  
and  
State of Nevada Purchasing Division (hereinafter "Participating Entity")

1. **Scope:** This addendum covers the purchase of electronic monitoring of offenders services through Contracts lead by the State of Washington for use by state agencies and other entities located in the Participating Entity authorized by that state's statutes to utilize state/entity contracts with the prior approval of the state's chief procurement official.

2. **Participation:** Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. **Participating Entity Modifications or Additions to Master Agreement:** None.

4. **Primary Contacts:** The primary contacts for this participating addendum are as follows (or their named successors):

**Lead State:**

Name:	Robert Paulson, Jr., C.P.M., Contract Administrator
Address:	State of Washington Department of Enterprise Services, Master Contracts & Consulting PO Box 41411 Olympia, WA 98504-1411
Contacts:	Phone (360) 407-9430, Fax (360) 586-2426, Email <a href="mailto:robert.paulson@des.wa.gov">robert.paulson@des.wa.gov</a>

**Contractor:**

Name:	Leo Carson
Address:	Sentinel Offender Services, LLC 201 Technology Drive Irvine, CA 92618
Contacts:	Phone (888) 843-5590, Fax (800) 327-1178, Email <a href="mailto:leo.carson@sentrak.com">leo.carson@sentrak.com</a>

**Participating Entity:**

Name:	Colleen Janes, Purchasing Officer
Address:	Nevada State Purchasing Division 515 E. Musser Street, Third Floor, Carson City, NV 89701
Contacts:	Phone (775) 684-0186, Fax (775) 684-0188, Email <a href="mailto:cjanes@admin.nv.gov">cjanes@admin.nv.gov</a>


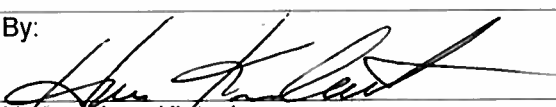
5. **Purchase Order Instructions:** All orders should contain the following (1) Mandatory Language "This order is subject to WSCA-NASPO Contract # 00212 terms, conditions, specifications and pricing." (2) Your Name, Address, Contact, & Phone-Number. (3) Other program requirements as necessary.

6. **Individual Customer:** Each State agency and political subdivision, as a Participating Entity, that purchases electronic monitoring services will be treated as an Individual Customer. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement/Contract; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement/Contract. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.


This Participating Addendum and the Master Agreement/Contract number 00212 (administered by the State of Washington) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether

oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement/Contract, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement/Contract and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement/Contract and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

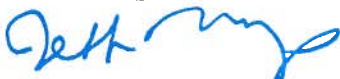
IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Nevada Purchasing Division	Contractor: Sentinel Offender Services, LLC
By: 	By: 
Name: Greg Smith	Name: Hans Kirtsch
Title: Administrator	Title: Chief Financial Officer
Date: 10-4-13	Date: September 12, 2013

Approved as to form by:

  
 Name: Jeffrey Menicucci  
 Title: Deputy Attorney General  
 Date: 7 Oct 13

Approved by:

  
 Board of Examiners  
 Date: 11-12-13

**SERVICES SCHEDULE  
TO PARTICIPATING ADDENDUM  
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION  
Electronic Monitoring of Offenders  
Administered by the State of Washington (hereinafter "Lead State")**

MASTER AGREEMENT/CONTRACT- Washington Contract Number: 00212  
Sentinel Offender Services, LLC (hereinafter "Contractor")  
and  
State of Nevada Purchasing Division (hereinafter "Participating Entity")

The parties have mutually agreed to following services.

**Facilities**

To facilitate optimum interaction between the Participating Entity and the Contractor, the Contractor will be provided reasonable office space within the Participating Entity's office locations (Reno, Carson City, Las Vegas) for the express purpose of carrying out these comprehensive contract services at the Participating Entity's pre-established reporting locations for participants. Contractor's use of this space shall be exclusively for servicing the Participating Entity program and its participants. This space shall be provided at the sole discretion of the Participating Entity from the inception of the Addendum until further advance written notice. The Participating Entity shall provide the Contractor with sixty (60) days advance written notice to vacate Participating Entity's office locations, at such time the Contractor may request both parties to revisit the participant fee structure and/or the terms of this Addendum.

**Computers and Internet Access**

Each entity shall maintain its own computers, software, and Internet access for exchanging information via the Internet and to comply with the internal security practices and infrastructure of the Participating Entity.

**Selection and Referral of Participants**

The Participating Entity agrees to maintain complete responsibility for program management services not specifically listed herein, including selection and referral of program participants to the Contractor.

Prior to referral, the Participating Entity officer shall confirm:

- That the participant has a home phone line. If they do not, the officer shall determine if the participant will require a Cellular Monitoring Unit (offered as an option by the Contractor), or if the Participating Entity will have a landline phone line installed for the participant (installation and ongoing cost of phone lines shall be the responsibility of the Participating Entity.) If a Cellular Monitoring Unit is selected, the officer shall determine when, if ever, the participant shall be required to have a landline phone line installed. This will allow the Contractor to schedule replacement of the Cellular Monitoring Unit for a traditional landline monitoring unit.
- Offender Funded participants are prepared to pay their enrollment fee into the program and their first two weeks monitoring fees in advance, that the participant has the ability to pay for their ongoing participation in the program, and that the participant has a working phone line installed prior to referral of the participant.

The Participating Entity officer will refer participants to the Contractor via "Participant Enrollment Form (A1)" or secure access to Contractor's Internet information exchange using Participating Entity's own computer, software and Internet connection including but not limited to the following information:

- Participant personal and residence Information
- Case Information
- Type of monitoring the participant will be placed on (RF, Cellular, Alcohol, or combinations)

### **Participant Enrollment**

Contractor will process enrollment of participants via the Contractor's Internet information exchange that shall be accessible (viewing and/or printing) on-line by authorized members of the Participating Entity twenty-four (24) hours a day, seven (7) days a week, or available via hardcopy from the Contractor. Participant enrollment shall include, but not be limited to: participant orientation/participant authorization of program rules, establishment of participant fees, development of monitoring/tracking curfew schedule and approved activities outside of the curfew, and participant reporting schedule. Terms governing the setting of participant fees have been identified herein. Rules for participant payment, program rules, and terms governing Contractor's management of participant monitoring/tracking curfews and activities outside of curfews have been defined in writing by the Participating Entity and the Contractor in a separate document.

### **Offender Funded Participant Fees / Addendum Review Process**

On the first day of enrollment each Offender Funded participant must pay the Contractor a one-time, nonrefundable enrollment fee of fifteen dollars (\$15.00) plus monitoring fees to cover the first two (2) weeks in the program. Upon enrollment, participants will be financially assessed by the Contractor for their ability to pay using the Fee Setting and the Participant-Based Fee Assessment processes for the comprehensive Continuous Signaling RF services identified herein. Participants will be required to pay monitoring fees to the Contractor two (2) weeks in advance. The Participating Entity may request additional optional monitoring/tracking services on a per participant basis for which the participant will be charged additional rates. Both parties agree to revisit the terms of this Addendum and the participant fee structure within the first sixty (60) days following implementation for consideration of amending the terms of this Addendum, including participant referral guidelines and fees. Participant fees are based on referral of the complete population of the Participating Entity's program to the Contractor. As such, for the term of the WSCA contract and this Addendum, the Participating Entity agrees to refer all program participants for electronic monitoring/tracking services exclusively to the Contractor for equipment/services identified in WSCA-NASPO contract #00212.

### **Activation of Equipment**

Contractor shall activate and install equipment on participants and orientate participants on home equipment placement, connection, and care. Participants shall be responsible for the cost of lost, damaged, stolen equipment as per the program rules.

### **Notification of Electronic Monitoring/Tracking Exceptions**

- All monitoring/tracking activity shall be automatically posted to the Contractor's Internet information exchange that shall be accessible (viewing and/or printing) on-line by authorized members of the Participating Entity twenty-four (24) hours a day, seven (7) days a week, or available via hardcopy from the Contractor.
- The Participating Entity and the Contractor shall jointly identify and profile levels of participants for notification, the types of monitoring/tracking exceptions that will warrant priority notification to Participating Entity, and the timing of these priority notifications. These profile levels, exception types, and notification timing will be identified in a separate document thirty (30) days prior to commencement of services in this Participating Addendum.
- Contractor shall provide the Participating Entity with up to twenty-one (21) radiophones with alphanumeric paging receipt capability and up to ten thousand five hundred (10,500) cumulative minutes of cellular airtime per month. Phone related expenses in excess of this amount shall be referred in writing to the Participating Entity.
- Priority notifications shall be managed via automated alphanumeric page to officer pager/radiophone with officer confirmation of page receipt via toll free call into Contractor's Automated Messaging System (AMS).
- Once participant has returned into range or reported to the Contractor, Contractor shall review with the participant any monitoring/tracking exceptions resulting in priority notifications. The Contractor shall gain confirmation for participant exceptions and document this process in the Case Management Software System.

**Case Management** Contractor shall provide case management including the following areas:

- Contractor shall coordinate participant (in-person) reporting at the rate of once every two (2) weeks to the Participating Entity offices where Contractor is located (Reno, Carson City, Las Vegas).
- Contractor shall confirm the participant's continued employment and financial status as per the fee setting process herein and make any necessary adjustments.
- Contractor shall collect fees from participants and provide any necessary notices to participants and officers on delinquent payments, both of which shall be recorded by the Contractor on a timely basis via the Contractor's Case Management Software System or via hardcopy from the Contractor to the Participating Entity.

- Contractor shall review participant curfew/non-curfew activities from the prior (2) weeks
- Contractor shall review monitoring/tracking activity with the participant and gain confirmation for participant exceptions by one of the following means:
  - Authorized support documentation
  - Contractor shall review participant's projected curfew/non-curfew activities for the next two (2) weeks.
  - Contractor may make summary recommendations back to the Participating Entity on participant supervision.

### **Case Management Software**

All Contactor Case Management activities shall be documented in the Contractor's Case Management Software System that shall be accessible (viewing and/or printing) on-line by authorized members of the Participating Entity twenty-four (24) hours a day, seven (7) days a week, using Contractor's Internet information exchange, or available via hardcopy from the Contractor.

### **Services for Participants in Outlying Areas**

For offices in outlying areas Participating Entity officers will provide the following services:

- Process Participant Enrollment, including the Fee Setting and Participant-Based Fee Assessment processes as identified herein, and record the Participant's Daily Fee(s) on the enrollment information provided to the Contractor at the time of initial enrollment.
- Activation of Equipment
- Case Management, including but not limited to:
  - Timely collection of fees from participants in the form of money order made out to "Sentinel Offender Services, LLC"
  - Document/track ledger of participant fees at the time of receipt including:
    - Participant name
    - Amount paid
    - Money order number
    - Date/received
    - Name of officer receiving payment
  - Forward money orders collected by Friday of each week to the Contractor (via Federal Express "Standard Overnight" using the Contractor's Federal Express account number 1680-5417-3): Branch Manager / Sentinel Offender Services, LLC c/o Nevada Parole and Probation Division 215 East Bonanza Road Las Vegas, NV 89101
  - Document/track ledger of participant money orders sent to Contractor including:
    - Participant name
    - Amount paid
    - Money order number
    - Date/received
    - Name of officer receiving payment
    - Date/time of Fed Ex to Contractor
    - Fed Ex tracking number of shipment
  - The Participating Entity will provide all other services for participants in outlying areas.

### **Lost, Damaged and/or Stolen Equipment**

With respect to lost, damaged and/or stolen equipment, where possible, Contractor will work with Participating Entity to collect from participants for lost/damaged/stolen equipment. The Participating Entity will reasonably assist the Contractor in efforts to receive from the participant any losses the Contractor sustains or lost or damaged equipment. Replacement charges are as follows: RF Bracelet: \$250, Landline RF Home Unit: \$500, Cellular RF Home Unit \$800, VI-CAP Patrol Tester \$500, VI-CAP Patrol Camera (BAT) \$800, VI-CAP Patrol Mobile \$500, MEMS Landline unit \$1,100, MEMS Cellular unit \$1,350, SCRAMx Bracelet \$600, SCRAMx Landline Home Unit \$900, SCRAMx Cellular unit \$700.

### **Non-appropriation Clause**

The Participating Entity may terminate its participation in this participating Addendum, effective immediately upon receipt of written notice or any date specified therein if for any reason the Participating Entity's funding from State or Federal sources is not appropriated or is withdrawn, limited, or impaired. The Participating Entity will make every reasonable step to ensure payment for services rendered by the Contractor.

## OFFENDER FUNDED FEE SETTING

### Offender Funded Fee Setting Guidelines

Offender Funded participants will be financially assessed by the Contractor for the Participant's ability to pay the Participant Daily Fee, using the Fee Setting and Participant-Based Fee Assessment processes for the comprehensive services identified herein. The Contractor shall monitor the average collections and may appeal to the Participating Entity for an adjustment in the Participant-Based Fee Assessment or Participating Entity supplement based on average collections in any sixty (60) day period. Based on a minimum quantity of two hundred seventy-five (275) active participants, six (6) Drive By Field Surveillance Units will also be included in the fees collected from participants and provided to the Participating Entity for use by officers.

### Participant-Based Fee Assessment

At the time of orientation, the Offender Funded participant is given a Financial Information Worksheet to complete. The participant must provide documentation verifying his/her hourly wage (for the purposes of this document, hourly wage shall be inclusive of tips, bonuses, etc.), unusual expenses, and other pertinent financial information. The case manager will review the worksheet and supporting documentation in an attempt to ensure authenticity, accuracy, and completeness of financial information. The Financial Information Worksheet will be used to determine the participant's daily fee based on the factors below:

- The Participant Daily Fee will be based on the participant's hourly wage
- Landline Radio Frequency shall be charged at the rate of one (1) times the hourly wage per day in the program
- Cellular Radio Frequency shall be charged at the rate of one and one-half (1.5) times the hourly wage per day in the program
- Landline Breath Alcohol Testing when used standalone shall be charged at the rate of one and one-half (1.5) times the hourly wage per day in the program or a flat additional fee of \$5.00/unit/day when used in combination with Radio Frequency
- Cellular Breath Alcohol Testing when used standalone shall be charged at the rate of one and one-half (1.5) times the hourly wage per day in the program or a flat additional fee of \$6.50/unit/day when used in combination with Radio Frequency
- Landline Transdermal Alcohol Testing shall be charged at the rate of two (2) times the hourly wage per day in the program
- Optional Cellular unit for use with Transdermal Alcohol Testing shall be charged at a flat additional fee of \$3.50/unit/day when used in combination with Landline Transdermal Alcohol Testing
- Mobile Cellular Breath Alcohol Testing when used standalone shall be charged at the rate of two (2) times the hourly wage per day in the program or a flat additional fee of \$6.50/unit/day when used in combination with Radio Frequency
- Participants unable or unwilling to provide financial information will be assessed at the program's Base Hourly Rate of \$9.00
- Participants are required to promptly identify changes in employment by processing a Fee Adjustment Form

The Financial Information Worksheet and the Participant-Based Fee Assessment will be considered in making the final determination on ability to pay. Ability to pay will be based on the factors below:

- Present financial position
- Reasonably discernable future income, not to exceed six (6) months from the date of acceptance into the program
- Likelihood that the person will be able to obtain employment within six (6) months from the date of acceptance into the program
- Any other factors that may bear upon a participant's capacity to reimburse the contractor for the cost of the program

If a fee agreement cannot be reached, the Branch Manager (the Contractor's local manager of the Participating Entity's program) is consulted. Any further appeal is directed to the Participating Entity in compliance with the participant grievance procedure. Once the Participant Daily Fee has been set, the participant signs the Program Rules, which include the procedures for fee setting and adjustment request. Participants who are fraudulent or misrepresent information as part of the enrollment process and/or participants who identify the inability to pay the standard program fees shall be referred to the Participating Entity officer by priority notification as defined herein. Additionally, by the fifteenth (15<sup>th</sup>) day of each month, the Contractor shall forward a Monthly Delinquent

Participant Fees Report to identified members of correctional authority administration for use in intervention with officers and participants on non-payment. The Contractor and Participating Entity agree to cooperate in defining this report, its relationship to the Contractor's Case Management Software, and a process for increasing prompt visibility and reducing non-payment. The Participating Entity's Agency Representative shall enact proper and prompt sanctions to bring the participant back before the correctional authority for violation of the program guidelines. Nonpaying participants shall be terminated from the program. If the parties cannot amicably agree on a written amendment to the Participant-Based Fee Assessment, or other mutually agreed upon written amendment to accommodate nonpaying participants, the Contractor may seek relief by providing the using agency's Primary Contact with sixty (60) days advance written notice of the intent to terminate the Participating Addendum.

### **Participants with High Monthly Gross Household Income/Liquid Assets**

The Branch Manager will review the more complex financial evaluations, including participants who report a monthly gross household income in excess of eighty-five hundred dollars (\$8,500) or list liquid assets on the Financial Information Worksheet. The Branch Manager will determine the Gross Household Income and set a fee using the Fee Setting and Participant-Based Fee Assessment.

### **Required Financial Documentation**

A financial assessment will be required of all participants. Participants must provide some or all of the following documentation to aid in determining the participant's overall financial position:

- Audited or certified statements for all personal and all business income
- Balance Sheets and/or Statement of Net Worth Income Statement (Revenues and Expenses)
- Cash Flow Statements
- Pay stubs
- Copies of bank statements for checking, savings, money market and any other accounts for the previous three months
- Complete listing of all stocks, bonds, and securities with purchase price, date, number, type of shares, and market value. This listing should cover securities bought or sold within the previous three (3) months
- Complete listing of all real estate holdings with purchase price, date and/or recent appraisal, copies of mortgages held, and all current contracts which generate revenues (including leases, etc.)
- Copies of all trusts for which the participant is the beneficiary, including wills, estate settlement and living trusts
- Copies of Federal Tax returns, all required schedules for individuals and all businesses in which the participant is owner or partner.

If the participant fails to provide Contractor with the requested financial information, the daily fee will be set in accordance with the evaluator's determination. However, the program participant retains the ability to submit a fee adjustment request and/or provide financial information for a re-evaluation. Fee adjustments will not be retroactive.

### **Changes in the Daily Fee**

Every participant is informed during orientation that the daily fee may change for a variety of reasons. A copy of the form to request a change in the fees is provided to each participant at the time of the program rules are signed. All requests for fee adjustments will follow the guidelines stated below.

- A Fee Adjustment Form must be completed by the participant or case manager and submitted to the Branch Manager for approval. The branch manager will approve or reject the request, document his/her decision, and inform the case manager of the decision. The case manager will inform the participant of the decision. Program fees will be adjusted from the date the adjustment was requested.
- If a participant has any questions or problems providing Contractor with the necessary requested financial documentation, he/she may discuss the matter with a case manager, branch manager or project manager. If the problem cannot be resolved by the Contractor, the participant may seek resolution from the Participating Entity's Agency Representative.
- If the participant does not agree with the branch manager's decision, he/she may submit a grievance to Contractor's Project Manager. If the grievance cannot be resolved, the participant may submit a written complaint to the Participating Entity's Agency Representative or Administrator.
- If a fee reduction is approved, it will take effect on the day the form and substantiating documentation are submitted to the Contractor.

- All rates herein are subject to change predicated on increases to the State Minimum Wage law or increases by the Federal Government in the Federal Minimum wage. Any changes shall result in advance written notice from the Contractor to the Participating Entity of the specific changes and their effective date.

#### **Invoicing / Method of Payment**

- Offender Funded participants shall pay for program costs and fees by certified checks, money orders, or credit cards. Cash and personal checks are not accepted under any circumstances.

#### **Delinquent Payment Notice / Termination for Non-Payment / Participating Entity Assumption of Fees for Continuance**

The Contractor shall provide a written Delinquent Payment Notice to the participant for failure to make timely fee payments to the Contractor. Delinquent Payment Notices shall also be noted in the Case Management Software System as means of notifying the Participating Entity officer that the participant has delinquent payments. The Delinquent Payment Notice will provide the participant fifteen (15) calendar days advance notice to bring their account current. Participants who have been determined to have the ability to pay, yet remain delinquent after these fifteen (15) days, shall have their Participating Entity officer notified by priority notification and the Participating Entity shall terminate the participant from the program or, at that time the Participating Entity shall assume responsibility for that participant's fees for their continuance in the program.

#### **Participant Termination / Forfeiture of Fees Paid**

A participant that is terminated from the program for noncompliance will relinquish all rights to any refund. Contractor shall retain all fees paid by participants terminated for noncompliance. However, if the Participating Entity chooses to complete the participant early for good behavior, all prepaid program fees will be refunded to the participant once the Contractor receives written confirmation from the Participating Entity. This policy is clearly written in the Program Rules and applies to all program participants.

#### **Policy and Procedure to Return Overpayment of Participant Fees**

Participant concurrence and the absence of a fee adjustment request indicate a mutual agreement on fee assessment and, therefore, it should not be determined that the fees have been assessed too high. However, if during an audit by the Branch Manager it is discovered that an overpayment existed, the Branch Manager will follow the procedures listed below:

- Notify the participant by phone within five (5) workdays of the audit.
- Reimburse the participant the money owed him/her within thirty (30) calendar days from the date of the error's discovery or make an adjustment to the participant's outstanding balance to correct the error.
- If the participant has already completed his/her sentence and is no longer on the program, the Branch Manager will submit a check request form along with a letter acknowledging the error to the Contractor's Accounting Department.
- The accounting department will forward the acknowledgement letter along with a reimbursement check to the participant within thirty (30) calendar days from the date the check request was submitted.
- Provide a copy of the payment or adjustment to the Participating Entity within five (5) working days from the date of the payment or adjustment and maintain a copy of the payment or adjustment in the participant's case file.