

SENTINEL OFFENDER SERVICES, LLC

MONITORING SERVICES AGREEMENT

This Monitoring Services Agreement (this “**Agreement**”) dated as of _____, is entered into by and between Sentinel Offender Services, LLC, a Delaware limited liability company (“**Sentinel**”), having its principal place of business at 1220 N. Simon Circle Unit C Anaheim, CA 92806, and Cumberland County, Maine (**hereinafter referred to as the “Customer**”) having its principal place of business at 142 Federal St., Portland, ME 04101.

RECITALS

- A. Sentinel is engaged in the business of providing the Services (as defined at Section 1.1) to Customers, probation departments and community correctional entities.
- B. The Customer desires to implement and operate an Enhanced Electronic Monitoring Program with the use of GPS Tracking and Location Based Monitoring Equipment and Monitoring Services at the offender’s expense. All software changes, scheduling, equipment installations and retrieval will be performed by the Customer or its designated agent, Maine Pretrial Services, with its principal place of business at 76 Elm Street, Portland, ME 04101. The program will be offender funded and fee collection services will be provided by Sentinel with assistance of the Customer through its designated agent.
- C. Sentinel and Customer desire to enter a relationship whereby Sentinel shall provide the Services to Customer on the terms and subject to the conditions set forth herein.
- D. The Customer will be responsible for determining the level and type of monitoring on an individual basis.

NOW THEREFORE, in consideration of the above recitals and in consideration of the mutual agreements and undertakings set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Services; Equipment; and Customer’s Responsibilities

1.1 Services to be Performed. During the Term (as defined at Section 3.1), Sentinel shall provide to The Customer services described at **Exhibit “A”** attached hereto (the “**Services**”). Sentinel shall provide the Services by qualified personnel in a professional manner. SENTINEL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The Customer acknowledges that Sentinel’s ability to provide the Services is, in part, dependent on factors outside of its control, including without limitation, prompt reporting by The Customer or its designated agent, Maine Pretrial Services of observed defects or deficiencies in any equipment assigned to or retrieved from participant offenders, proper maintenance of equipment by The Customer or its designated agent, Maine Pretrial Services, extended power outages, disconnection or other loss/interruption of telephone lines, operation of wireline and wireless networks, internet connectivity, and scrambling, interruption, suspension, or other interference in the transmission of radio signals or signals to or from global positioning satellites. Accordingly, the Customer acknowledges that Sentinel is making no representation or

warranty that the provision of Services will be made available without interruption or will operate error.

1.2 Equipment. During the Term, Sentinel shall provide and maintain certain equipment (“**Sentinel Equipment**”) in connection with its provision of its electronic monitoring Services. All Sentinel Equipment provided under this Agreement shall remain the sole and exclusive property of Sentinel. Sentinel Equipment in Customer’s or its designated agent, Maine Pretrial Services possession, custody, or control is set forth at **Exhibit “B”** attached hereto (“**Customer-Controlled Equipment**”).

1.3 Customer’s Responsibilities. In addition to Customer’s or its designated agent, Maine Pretrial Services set forth herein, Customer or its designated agent, Maine Pretrial Services shall be responsible for the obligations set forth at **Exhibit “C”** attached hereto (“**Customer Responsibilities**”).

Section 2. Service Fees and Payments

2.1 Service Fees. Sentinel shall collect from the Offenders participating in this program at a rate derived from a sliding scale fee assessment that is based on the participant’s gross income. The fee schedule is to be defined in **Exhibit “D”** attached hereto (the “**Fee Table**”). Once the ability to pay for services has been assessed, program participants who willfully do not pay the program fees at the time fees are due, will be subject to a supervisory meeting between Customer, its designated agent, Sentinel, and the participant to determine circumstances for non-payment. At the conclusion of any supervisory meeting, if it is determined the participant continues to have the ability to pay but continues with the willful non-payment of services for 14 days, they will be subject to revocation.

2.2 Payments and Acceptance. The Customer acknowledges and understands that acceptance by Sentinel of any payments under this Agreement shall not prevent Sentinel at any later date from disputing the amount owed or from demanding more information from Customer or participating offenders regarding payments finally due. The customer through its designated agent agrees to enforce the payment obligation from program participants to Sentinel.

Section 3. Term; Termination; and Suspension

3.1 Term. The Term of this Agreement shall begin at the time this Agreement is fully executed by all parties and shall remain enforce for a period of one year (12 months). This Agreement will be deemed to be automatically renewed annually (“**Renewal Term**”) upon the expiration of the Initial Term, unless a party hereto notifies the other party thirty (30) days prior to renewal that this Agreement will be terminated or unless this Agreement is subject to early termination pursuant to Sections 3.2 or 9.12 (the “**Term**”).

3.2 Termination. Upon a party’s material breach of the terms and conditions of this Agreement, the non-breaching party shall notify the breaching party in writing indicating the nature of such breach. If the breaching party fails to cure the breach within 30 calendar days of its receipt of written notice from the non-breaching party, the non-breaching party may immediately terminate this Agreement.

3.1 Rights Upon Termination. Upon termination or expiration of this Agreement:

- a) Sentinel shall immediately cease to provide the Services; *provided, however*, that Sentinel shall continue to provide the services described at **Exhibit “E”** attached hereto (“**Post-Termination Services**”).
 - b) Each party shall return to the other party all copies of any Confidential Information (as defined at Section 5.1), or other materials received from the other party.
 - c) Sentinel shall give to Customer all copies of Private Information (as defined at Section 5.3).
 - d) Sentinel will continue to collect all fees due and owing under this Agreement as of the date of termination or expiration of this Agreement; and
 - e) If requested by either party, the parties will issue a mutually acceptable communication regarding the termination or expiration of the Agreement.
- 3.2 Suspension. Sentinel reserves the right, but assumes no obligation, to suspend performance immediately if, in Sentinel’s reasonable judgment, The Customer or its designated agent, Maine Pretrial Services has materially breached any obligation set forth herein.
- 3.4 Lost and damaged. Lost or damaged equipment provided by Sentinel to Customer is not the responsibility of the Customer, Sentinel reserves the right to charge the Offender for lost or damaged Sentinel equipment.

Section 4. Marketing

The Customer agrees that Sentinel may include the name of the Customer’s name in listings of Sentinel’s customers.

Section 5. Confidentiality and Privacy

- 5.1 Nondisclosure and Limited Use. Each party acknowledges that by reason of its relationship to the other party under this Agreement it will have access to certain information and materials concerning the other party’s business, plans, customers (including criminal records), technology and products that are confidential and of substantial value to such party (“**Confidential Information**”), which value would be impaired if such Confidential Information were disclosed to third parties. Each party agrees to maintain all Confidential Information received from the other party, both orally and in writing, in confidence and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the disclosing party. Each party further agrees to use the Confidential Information only for the purpose of performing this Agreement.
- 5.2 Exclusions. The parties’ obligations of non-disclosure and limited use set forth at Section 5.1 shall not apply to Confidential Information which: (a) is or becomes a matter of public knowledge through no fault of or action by the receiving party; (b) was rightfully in the receiving party’s possession prior to disclosure by the disclosing party; (c) subsequent to disclosure, is rightfully obtained by the receiving party from a third party who is lawfully in possession of such Confidential Information without restriction; (d) is independently developed by the receiving Party without resort to Confidential Information which is confidential under this Agreement; or (e) is required by law, including but not limited to the provisions of the Freedom of Access Act, as set forth in Title 1, Chapter 13 of the Maine Revised Statutes, as amended, or judicial order, *provided* that prior written notice of such required disclosure is furnished to the disclosing party as soon as practicable in order to afford the disclosing party an opportunity to seek a protective

order and that if such order cannot be obtained disclosure may be made without liability. Whenever requested by a disclosing party, a receiving party shall immediately return to the disclosing party all manifestations of the Confidential Information, or, at the disclosing party's option, shall destroy all such Confidential Information as the disclosing party may designate.

5.3 Private Information. Sentinel acknowledges and understands that it may produce certain private information, records and other materials concerning inmates, probationers, juveniles, and other private persons that are confidential ("**Private Information**"), the disclosure of which may violate applicable privacy laws. Sentinel shall maintain all Private Information in confidence and agrees not to disclose or otherwise make available such Private Information to any third party without the prior written consent of Customer, *provided, however*, that Sentinel shall be entitled to disclose any Private Information to the extent required by law or judicial order. Sentinel further agrees to use the Private Information only for the purpose of performing this Agreement.

Section 6. Representations and Warranties

Each party to this Agreement represents and warrants to the other that (a) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; (b) this Agreement has been duly authorized by all necessary action on the part of such party and constitutes a valid and legally binding obligation of such party, enforceable in accordance with its terms and conditions; (c) such party need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement; and (d) such party is not a party to any written or oral agreement, understanding, arrangement or contract that prohibits the performance of its obligations hereunder.

Section 7. Acknowledgments

The Customer and its designated agent, Maine Pretrial Services acknowledges that Sentinel is providing the Sentinel Equipment and the Services specifically referenced in Exhibit A hereto. Sentinel is not involved in establishing criteria or otherwise providing advice or guidance on the selection of participant offenders, it being understood that all risk associated with selection and course of monitoring is expressly borne by the Customer. In addition, the Customer acknowledges that Sentinel has not made any representation or warranty that the Services will be available without interruption or that they will be provided error free. The Customer assumes full responsibility for responding to alert signals indicating violations by participant offenders.

Section 8. Limitation of Liability

8.1 Disclaimer. The Customer and its designated agent, Maine Pretrial Services acknowledges that it is solely responsible for the decision to use the Services and all decisions regarding the selection of third parties that will have access to or contact with the Services, including, without limitation, probationers, juveniles, and The Customer's employees. SENTINEL DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE CUSTOMER'S DECISIONS DESCRIBED IN THIS SECTION 8.1.

8.2 Service Availability. The Customer and its designated agent, Maine Pretrial Services acknowledges Sentinel's ability to provide electronic monitoring Services is dependent, in part, on factors outside of its control, including without limitation, prompt reporting by the Customer

or its designated agent, Maine Pretrial Services of observed defects or deficiencies in any equipment assigned to or retrieved from participant offenders, proper maintenance of equipment by the Customer or its designated agent, Maine Pretrial Services, extended power outages, disconnection or other loss/interruption of telephone lines, operation of wire line and wireless networks, internet connectivity, and scrambling, interruption, suspension, or other interference in the transmission of radio signals or signals to or from global positioning satellites. Accordingly, the Customer and its designated agent, Maine Pretrial Services acknowledges that Sentinel does not warrant that the services will function on an error-free basis due to factors outside of Sentinel's control. At any given time, the equipment or software used in connection with this agreement may malfunction and failures in the services may occur from time to time due to factors outside of Sentinel's control. The Customer and its designated agent, Maine Pretrial Services agree that they will not hold Sentinel liable for any damages or harm, including without limitation, property damage, personal injury, bodily injury, illness, or death that Customer or Customer's employees, agents or other affiliates may incur due to factors outside of Sentinel's control in its provision of, or failure in its provision of electronic monitoring services. However, as to the provision of Services and Equipment within Sentinel's control, Sentinel represents and warrants that it will use commercially reasonable efforts to ensure that the Services and Equipment are provided without defects, interruptions, undue delays or other errors.

The Customer or its designated agent, Maine Pretrial Services affirms that if it requests that Sentinel provide electronic monitoring by global positioning satellite (GPS) to certain participants. All participants identified for GPS monitoring have been selected independently by the Customer or its designated agent, Maine Pretrial Services without input, advice or other involvement of Sentinel and Sentinel has agreed to comply with instructions of the Customer or its designated agent, Maine Pretrial Services on the scope of monitoring for each selected participant. The Customer or its designated agent, Maine Pretrial Services further affirms that because Sentinel does not approve those persons subject to the Customer's program, The Customer and its designated agent, Maine Pretrial Services agree that they will not hold Sentinel and any of its authorized subcontractors liable for any acts committed by those persons subject to the Customer's program.

8.3 The Customer and its designated agent, Maine Pretrial Services recognizes the risks inherent with GPS monitoring and acknowledges that it has considered and assumed all such risks in selecting participants, prescribing the scope and course/level of monitoring, and establishing the response protocols for any electronic monitoring program to be conducted by Sentinel.

Limitation of damages. Except for breach of any confidentiality or privacy obligations, neither party, nor any of its officers, directors, shareholders, employees, agents independent contractors, representatives, or affiliates shall be liable to the other party or any of its officers, directors, shareholders, employees, agents, independent contractors, representatives, or affiliates for punitive, special, consequential, incidental, or indirect damages including, without limitation, lost profits, arising in connections with the Services, even if such party has been advised of the possibility of such damages.

- a) Sentinel's aggregate liability to the Customer relating to or arising out of this Agreement, whether in contract, tort, or otherwise, shall not exceed (i) the total amounts paid by Customer to Sentinel during the 12-month period immediately preceding the event which gave rise to the Customer's claims or (ii) \$20,000, whichever is less.

8.4 Independent contractor. The parties agree that Sentinel is an independent contractor as that term is commonly used and is not an employee of the Customer or its designated agent, Maine Pretrial Services. As such, Sentinel is solely responsible for all taxes, and none shall be withheld from the sums paid to Sentinel. Sentinel acknowledges that it is not insured in any manner by the Customer or its designated agent, Maine Pretrial Services, for any loss of any kind whatsoever. Sentinel has not authority, express or implied, to bind or obligate the Customer or its designated agent, Maine Pretrial Services, in any way.

8.5 Subcontracting. The parties agree that Sentinel shall not subcontract, assign, or delegate any portion of this agreement or the services to be performed hereunder without prior written approval of the Customer. If the Customer approves of any such subcontracting, assignment or delegation, Sentinel shall remain solely responsible for managing, directing, and paying the person or persons to whom such responsibilities or obligations are sublet, assigned, or delegated. Sentinel shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Sentinel of any responsibility for performing under this agreement.

8.6 Authority to Bind Contractor. Notwithstanding anything in this agreement to the contrary, the signatory for Sentinel represents that he has been duly authorized to execute agreements on behalf of the company designated above and has obtained all necessary or applicable approval from the home office of the company to make this agreement fully binding upon the company when his signature is affixed and accepted by the Customer.

Section 9. General Provisions

9.1 Assignment. This Agreement and all rights and duties hereunder may not be assigned, mortgaged, sublicensed, delegated, or otherwise encumbered by any party or by operation of law without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that a party's rights hereunder may be transferred to a successor of all or substantially all of the business and assets of the party regardless of how the transaction or series of related transactions is structured.

9.2 Notices. All notices, requests, or other communications required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing (including telecopy) and, unless otherwise expressly provided herein, shall be delivered (a) by hand during normal business hours, (b) by Federal Express, United Parcel Service or other reputable overnight commercial delivery service (collectively, "**overnight courier**"), (c) by registered or certified mail (return receipt requested) or (d) by telecopy, addressed as follows:

If to Sentinel:

Sentinel Offender Services, LLC
1220 N. Simon Circle Unit C
Anaheim, California 92807
Attention: Contracts

If to Customer:

Cumberland County Sheriff's Office
Law Enforcement Center
36 County Way
Portland, Maine 04102-2755
Attention: Sheriff Kevin J. Joyce

And
Cc: Jennifer Annis
Cumberland County Violence Intervention Partnership
142 Federal Street
Portland, ME 04101

Any such notice shall be effective for purposes of determining compliance with the time requirements herein (a) at the time of personal delivery, if delivered by hand, (b) at the time accepted for overnight delivery by the overnight courier, if delivered by overnight courier, (c) at the time of deposit in the United States mail, postage fully prepaid, if delivered by registered or certified mail, or (d) at the time of confirmation of receipt, if delivered by telecopy.

If either party changes its address for the purposes of notices hereunder, such party shall give written notice of such change to the other party in accordance with this Section 9.2.

9.3 Entire Agreement. This Agreement (together with the other written agreements specifically referred to herein) shall constitute the entire agreement between the parties hereto and shall supersede any other agreements (including the existing monitoring agreement presently in effect with the Customer), whether oral or written, express or implied, as they pertain to the transactions contemplated herein. No revision, change, amendment, addendum, or modification of this Agreement shall be effective unless made in writing and signed by both of the parties hereto.

9.4 Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Cumberland County, Maine, in accordance with the Rules of the American Arbitration Association then in effect. Any award issued because of such arbitration shall be final and binding between the parties thereto and shall be enforceable by any Customer having jurisdiction over the party against whom enforcement is sought. The arbitrator(s) shall have the right to award costs to the prevailing party and shall be bound by limitations on liability or remedies set forth in this Agreement.

9.5 Governing Law and Choice Forum. This Agreement shall be construed and governed in accordance with the internal laws of the State of Maine. In the event any legal action becomes necessary to enforce or interpret the terms of this Agreement, including but not limited to any applications for temporary restraining orders, temporary or permanent injunctions, or to enforce the decision of an arbitrator rendered in accordance with Section 9.4, the parties agree that such action will be brought in the Cumberland County Superior Court or in the U.S. District Court for the State of Maine and the parties hereby submit to the exclusive jurisdiction of said Customers.

9.6 Nonsolicitation of Employees. The undersigned parties agree not to solicit, hire, or initiate any direct conversations regarding hiring any employee of the other party, without the prior written consent of the person's current employer.

9.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

9.8 Severability. If any provision of this Agreement is found by any Customer of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed to be modified to the

minimum extent necessary to cause it to be valid and enforceable and the invalidity or unenforceability of such provision prior to such modification shall not affect the other provisions of this Agreement and all provisions not affected by the invalidity or unenforceability shall remain in full force and effect.

9.9 Remedies Not Exclusive. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, except as expressly provided in this Agreement or any Exhibit thereto, and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

9.10 Waiver. Failure of either party at any time to require the performance of any provision under this Agreement shall not affect the right of such party to require full performance thereafter and a waiver by either party of a breach of any provision of this Agreement shall not be taken or held to be a waiver of any further or similar breach or as nullifying the effectiveness of such provision.

9.11 Force Majeure. If performance hereunder is interfered with by any condition beyond a party's reasonable control (a "**Force Majeure Event**"), the affected party shall be excused from such performance to the extent of such condition, *provided, however* that if a Force Majeure Event detrimentally affects a party's performance of a material covenant hereunder for 30 days or more, the other party can terminate this Agreement. The party whose performance is prevented by a Force Majeure Event shall immediately inform the other party of the situation.

9.12 Independent Contractors. Sentinel and the Customer are independent entities, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement. No party shall make any warranties or representations on behalf of any other party.

[signatures follow]

IN WITNESS WHEREOF, the Customer and Sentinel have executed this Service Agreement on the dates shown below.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

Customer: Cumberland County Maine

Provider: Sentinel Offender Services LLC

By: _____
Print Name

By: _____
Print Name

TITLE: _____

TITLE: _____

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

DATE: _____

DATE: _____

Designated Agent: Maine Pretrial Services

By: _____
Print Name

Title: _____

AUTHORIZED SIGNATURE

DATE: _____

EXHIBIT “A”

THE SERVICES

Sentinel Offender Services, LLC (“Sentinel”) will provide to Cumberland County Maine (“Customer”) and its designated agent, Maine Pretrial Services, all the equipment and services listed below to effectively monitor and manage an Offender Funded Electronic Monitoring Program.

- GPS Tracking and Location Based Monitoring Devices for those offenders selected by the Customer or its designated agent.
 - Optional victim GPS device
 - The Sentinel Monitoring Center operates 24 hours a day, 7 days a week, 365 days a year. Our National Service Center supports this operation at all times. The National Service Center operates seven (7) days a week, twenty-four (24) hours a day, throughout the year.
 - Notification on key events in accordance with the established Monitoring Notification Protocols and Service Level Agreement (SLA)
 - Monitoring & Mapping Application for displaying tracking points.
 - Web-based monitoring software
 - Technology enhancements and upgrades through the term of the Agreement
 - User selectable Event Detection Report showing all participants near the physical address of a crime scene.
 - Automated violation notification via text or email
 - Ongoing customer support throughout the term of the Agreement
 - Installation kits for the officers
 - Cellular network service for all cellular based units
 - Ground Shipping
 - Warranty and Extended Maintenance for all devices for the term of the Agreement
 - Sentinel will provide the necessary training to Customer personnel prior to provision of its services. If required, Sentinel can provide training to other Customer personnel at a central facility as the program expands at no charge to the Customer.
 - Secure Web based tracking software that operates 24 hours a day, 7 days a week, and 365 days a year (Our National Service Center supports this operation at all times. The National Service Center operates seven (7) days a week, twenty-four (24) hours a day, throughout the year.)
 - All monitoring activity reports remain accessible for a period of five (5) years. Retrieval of current client activity records is almost immediate, while retrieval of records that have been archived may require a minimum of 72 hours to retrieve and deliver to Customer personnel.
 - Sentinel will make the data available at the request of the Customer, and all data will be backed up on a regular basis.
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- **Training Services**

Sentinel will provide the necessary training to Customer personnel prior to provision of its services. If required, Sentinel can provide training to other Customer personnel at a central facility as the program expands at no charge to the Customer. Customer also agrees to assist with the program change over and implementation of Sentinel Products and Services.

- **Hours of Operation**

The Sentinel Monitoring Center operates 24 hours a day, 7 days a week, 365 days a year. Our National Service Center supports this operation at all times. The National Service Center operates seven (7) days a week, twenty-four (24) hours a day, throughout the year.

- **Reports**

For reports and activity information, the Customer's authorized staff will be able to access participant information via secure internet connection.

- **Record Retention**

All monitoring activity reports remain accessible for a period of five (5) years. Retrieval of current client activity records is accessible immediately, while retrieval of records that may have been archived due to extensive completion dates may require a minimum of 72 hours to retrieve and deliver to Customer personnel. Sentinel will make the data available at the request of the Customer and all data will be backed up on a regular basis.

- **Offender Financial Assessment and Fee Collection Services**

Maine Pretrial will be responsible for conducting a financial assessment that will be used to determine the participant's daily fees as listed in Exhibit D, Sliding Scale Fee Table. Sentinel will maintain a payment log for each program participant that will be updated each time a participant makes a payment on a by-weekly basis.

EXHIBIT “B”

CUSTOMER-CONTROLLED EQUIPMENT

As required by this Agreement, Sentinel will provide to the Customer and its designated agent, Maine Pretrial Services the required amount of electronic monitoring equipment for successful operation of the program. Sentinel will also provide the customer with 20% shelf stock at customer request. It will be the Customer's and its designated agent, Maine Pretrial Services responsibility to notify the Sentinel Monitoring Center, of all equipment installations and removals to maintain a correct billing record. Sentinel will not be responsible if the Customer fails to delete an offender from the program on the required date, and the offender incurs additional charges.

EXHIBIT “C”

CUSTOMER RESPONSIBILITIES

The customer and its designated agent, Maine Pretrial Services, agree that its’ representatives will use all the proper paperwork and transmittals that are required to monitor an offender properly and efficiently. This includes, but is not limited to, providing complete offender information to Sentinel’s National Monitoring Center, maintaining a reasonable inventory for future participants, keeping an appropriate record of all equipment in use including alleged problems with any units.

The customer or its designated agent, Maine Pretrial Services, shall also agree to notify Sentinel if equipment is lost or damaged.

Service: Customer through its designated agent agrees to maintain complete responsibility for participant selection and program management services not specifically listed below. Customer through its designated agent agrees to furnish all information to Sentinel which may reasonably be required to provide Customer with all services listed.

Computer, Software, Internet Connection(s), and Mobile Phone(s)/Pager(s)/Text Device(s): Customer and its designated agent are responsible for having and maintaining a computer(s), software, Internet connection(s) and Mobile Phone(s)/Pager(s)/Email.

The Customer, through its designated agent, will be responsible for installation and removal of the device.

*Enrollment: Customer through its designated agent will enroll participants via secure access to the website using Customer’s own computer, software, and Internet connection.

*Information Changes: Customer, through its designated agent, will process all information changes via secure access to the Internet website using Customer’s own computer, software, and Internet connection.

*Reports: Customer through its designated agent will access monitoring reports via secure internet access to software using Customer’s own computer.

*Notification: Priority automatic notification upon occurrence of non-compliance via email, text, or automated phone call generated by the software.

* Data Transmission: Customer recognizes and acknowledges that information conveyed in connection with the services and on the System is transmitted using third parties. Sentinel makes no representations or warranties regarding carriage of this information over any communications medium which is not directly controlled by Sentinel, including, but not limited to, wireless and land-based telecommunications infrastructures. Further, Sentinel shall not be liable for any interruption of service or non-transfer of information due to interruptions, temporary outage or failure to any system which is not directly in Sentinel’s control.

**EXHIBIT “D”
SLIDING SCALE FEE TABLE**

Cumberland County, Maine - Offender Funded Electronic Monitoring Program		
Offender-Funded Model		Fee per Sliding Scale
		Daily Rate/Fee per Scale
1	Available Services	Fee per Income Range
	Income/Sliding Scale - \$0-15,000	
a.	Offender/Perpetrator OM Series GPS for Optional Mobile Exclusion Zone Domestic Violence Program and Restraining Order Cases to be billed directly to participant.	\$8.00
b.	Victim OM Series GPS for Optional Mobile Exclusion Zone Domestic Violence Program to be billed directly to agency.	\$3.50
	Income/Sliding Scale - \$15,001-25,000	
a.	Offender/Perpetrator OM Series GPS for Optional Mobile Exclusion Zone Domestic Violence Program and Restraining Order Cases to be billed directly to participant.	\$9.00
b.	Victim OM Series GPS for Optional Mobile Exclusion Zone Domestic Violence Program to be billed directly to agency.	\$3.50
	Income/Sliding Scale - \$25,001-40,000	
a.	Offender/Perpetrator OM Series GPS for Optional Mobile Exclusion Zone Domestic Violence Program and Restraining Order Cases to be billed directly to participant.	\$10.00
b.	Victim OM Series GPS for Optional Mobile Exclusion Zone Domestic Violence Program to be billed directly to agency.	\$3.50
	Income/Sliding Scale - \$30,001-40,000+	
a.	Offender/Perpetrator OM Series GPS for Optional Mobile Exclusion Zone Domestic Violence Program and Restraining Order Cases to be billed directly to participant.	\$11.00
b.	Victim OM Series GPS for Optional Mobile Exclusion Zone Domestic Violence Program to be billed directly to agency	\$3.50
	EQUIPMENT REPLACEMENT COST PER UNIT	
a.	GPS Tracking Device	\$900.00
b.	GPS Charger	\$50.00

Indigent Provision: Sentinel's Offender Funded Program is designed for the purpose of allowing all participants determined to be eligible, referred, or ordered to participate in the Offender Funded Program access without limitations because of their inability to pay the program fees. The sliding scale is based on conducting a thorough financial assessment on all offenders referred to the program based on the participant's annual income level.

The following elements will be assessed and considered in making a determination of an offender's ability or inability to pay the full program fees according to their income status and each program participant will be required to bring these documents to their financial assessment appointment:

- Current employment status, including salary, benefits, and pension plan.
- Details on all adults and children in the residence, including (a) Name, (b) Date of Birth,
- Review of past three (3) employer paycheck stubs
- Review of last year W-2
- Review of telephone bill
- Review of cable bill
- Projections on future employability assess the type of job and remuneration offenders might secure within the next six (6) months.
- Assets not essential to the offender's quality of life (excluding home or automobile ownership), including such assets as savings accounts, investments such as stocks, bonds and mutual funds, income from investment properties, etc.
- Potential contingency funds, such as state and federal income tax return
- Ability to make payments via credit card.
- Ability to pay fees via modified and extended payment plan.
- Any other factor that may bear upon the person's financial capability to pay the full program fees.

For those participants that show inability to pay full program fees after all the above elements have been considered, Sentinel will offer a discounted rate off the full program fees to the participant. The rate will be based on an assessment of the participant's ability to pay.

Sentinel will use the following strategies to ensure successful collections:

- Sentinel's local staff will address the importance of keeping current with all program fees and each participant will be required to sign an agreement which outlines program fees and how and when program fees are to be submitted.
- Prior to any scheduled field or office visit, program staff will review the participant's payment status and any amount that is delinquent. If delinquent, this will be reviewed with the offender to determine the reason.
- Sentinel local staff will promptly follow-up on missed or partial payments.
- Sentinel will reassess the financial conditions for those participants who have experienced a sudden change in income to reevaluate if the participant's ability or inability to pay the established and agreed upon program fees warrants a reduction in fees.
- Sentinel will use collection agencies if needed to recoup established program fees.
- Sentinel will provide monthly reports to both the Sheriff's Department and Maine Pretrial Services that provide details on fees collected from the offender funded program.
- Sentinel will also provide a report that will detail its efforts for collecting fees from delinquent participants.
- Sentinel will immediately advise the Sheriff's Department and Maine Pretrial Services on any offender's refusal to pay program fees and each department will agree to sending representatives to a supervisory meeting with the program participant to assist with identifying why the participant is not paying the required program fees as well as to reinforce to the participant their obligation to pay all program fees as required in the participant program agreement.

EXHIBIT “E”

POST-TERMINATION SERVICES

If either party terminates this agreement, all procedures and requirements will be finalized according to the agreed upon manner. Sentinel will provide all services up until the expiration date of the contract, upon which it will be the Customer or its designated agent, Maine Pretrial Services responsibility to collect all monitoring equipment and supplies that are in the possession of the program participants.

Sentinel will not be responsible for the monitoring of any offender once the agreement expiration date has passed. Any monitoring services after the said date will have to be described in writing and consented to by both parties. Any fees associated with this holdover of services period will be due and payable in the same manner as all other fees were collected.

EXHIBIT F

LOST/DAMAGED EQUIPMENT SCHEDULE

Program participants will be responsible for the secure return of all equipment at the completion of the program within the timeframes prescribed by separate agreements between the program participant and Sentinel. If the equipment is damaged, lost, not returned, or destroyed, the participant will be required to pay the following amounts based on the type of equipment used:

	EQUIPMENT REPLACEMENT COST PER UNIT	
a.	GPS Tracking Device	\$900.00
b.	GPS Charger	\$50.00

The Customer or its agent Maine Pretrial Services shall not be financially responsible for loss or damage to the Equipment caused by the participant. However, the Customer or its agent Maine Pretrial Services shall be responsible for notifying Sentinel when equipment is known to be lost or damaged.

EXHIBIT G
RIDER TO
SENTINEL OFFENDER SERVICES, LLC
MONITORING SERVICES AGREEMENT
(ADVOCATE)

This Rider to Monitoring Services Agreement is for the use of the Advocate Victim App on an existing Smart Phone and is entered into by and between Sentinel Offender Services, LLC, a Delaware limited liability company (“Sentinel”), and Cumberland County, Maine (the “Customer”).

RECITALS

- A. Sentinel offers a GPS victim location tracking and notification service to (i) track the location of one or more victims and an offender being monitored by a public or administrative agency or department, and (ii) alert a victim and a customer if the offender comes in close proximity to a victim (the “Advocate Service”). The Sentinel Advocate Service uses the Sentinel Advocate App mobile application (the “Advocate App”), which Sentinel makes available for victims to download on a smart device through a public or administrative agency or department offering a monitoring program.
- B. Sentinel and the Customer desire to amend the Agreement to provide the Customer the ability to offer and use the Advocate App in connection with the operation of the Program by the Customer, on the terms and subject to the conditions set forth in this Amendment.
- C. Capitalized terms not defined in this Amendment shall have the meaning set forth in the Agreement.

1. Advocate Service

- 1.1 Services to be Performed. Sentinel shall provide to the Customer, and the Customer agrees to receive from Sentinel, use of the Advocate Service in connection with the use and operation of the Program, as set forth in more detail at Exhibit “A” attached hereto, on the terms and subject to the conditions set forth herein. As of the Amendment Effective Date, references to the “Services” in the Agreement shall be deemed to include the Advocate Service.
- 1.2 Customer’s Responsibilities. The Customer agrees that it and its affiliates and each of their respective officers, directors, shareholders, employees, agents, independent contractors, and representatives shall be responsible for the following obligations in connection with the Advocate Service: (a) enrolling victims in the Program and determining if victims are eligible to use the Advocate Service; (b) providing true and complete information to Sentinel as requested or required in connection with the Advocate Service; (c) strictly abiding by and using the Advocate Documentation (as defined Section 2.1) and ensuring compliance by authorized users, to be determined solely by the Customer, of the Advocate Documentation

applicable to them¹, and all other paperwork and transmittals that are required in connection with the Advocate Service; (d) assisting with the implementation of the Advocate Service, and any updates or improvements thereto from time to time; (e) proper configuration, use and execution of all features and functionality of the Advocate Service; (f) allowing only authorized users, to be determined solely by the Customer, to access the Advocate Service; (g) maintaining compliance with all applicable laws, rules, and regulations, including, without limitation, privacy, location tracking and data protection laws, including obtaining all necessary authorizations, approvals and consents related to the use of Private Information (as defined in Section 1.3) or otherwise required in connection with the use of the Advocate App and monitoring of individuals for the performance of the Advocate Service; and (h) upon becoming aware of any violation of the terms of this Amendment, immediately reporting the violation to Sentinel and fully cooperating with Sentinel in any subsequent investigation or remedial measures. Neither Sentinel, nor the Advocate Service, monitor the information obtained through use or access of the Advocate Service, nor make any professional, legal, or other decisions or judgements regarding any actions to be taken based on the information provided through the Advocate Service. The Customer is solely responsible for (i) verifying the accuracy and utility of information produced by use of the Advocate Service, and (ii) making all decisions and taking any actions, including any protective or emergency services, in connection with the use of information provided through the Advocate Service.

1.3 Personal, Private Information. Sentinel acknowledges and understands that, in connection with the performance of the Advocate Service, it may receive and process certain private information, records and other materials concerning private persons that are confidential, including location data (“Private Information”), the disclosure or misuse of which may violate applicable privacy laws. Sentinel shall maintain all Private Information in confidence and agrees not to disclose or otherwise make available such Private Information to any third party without the prior written consent of the Customer, *provided, however*, that Sentinel shall be entitled to disclose any Private Information to the extent required by law or judicial order. Sentinel further agrees to use the Private Information only for the purpose of performing the Advocate Service. The Customer represents and warrants to Sentinel that the Customer is and at all times shall be in compliance in all respects with all applicable laws, rules, and regulations, including, without limitation, privacy, location tracking and data protection laws, and has obtained all necessary authorizations, approvals and consents related to the use of Private Information or otherwise required in connection with the monitoring of individuals for the performance of the Advocate Service.

2. Intellectual Property

2.1 Definitions. As used herein, “Advocate Software” means all forms of software, whether pre-installed, embedded, in read only memory, or found on any other media or other form provided or made available by Sentinel in connection with the Advocate Service and specifically includes the Advocate App, any software programs delivered via a cloud as a subscription-based service, and any modifications, changes (including translations) and improvements made to such software; and “Advocate Documentation” means the user manual and other documentation (including print and online), if any, provided to the Customer or any third party with the Advocate Service, the Advocate App or any component thereof.

2.2 Ownership. The Customer acknowledges that the Advocate Software is the intellectual property of, and is owned by, Sentinel and its licensors. The structure, sequence and organization of the Advocate Software are the valuable trade secrets and confidential information of Sentinel and its licensors. The Advocate Software is protected by copyright, including without limitation by United States copyright law, international treaty provisions and applicable laws in the country in which it is used. The Customer acknowledges that Sentinel, or its licensors, retain the ownership of all patents, copyrights, trade secrets, trademarks and other intellectual property rights pertaining to the Advocate Service and the Advocate Software. The Customer will take no actions which adversely affect Sentinel's intellectual property rights in the Advocate Service or the Advocate Software. These terms are a license and not an agreement for sale. No title to, or ownership of, the Advocate Software, or any intellectual property rights subsisting therein, is transferred to the Customer or to any user of the Advocate Software.

2.3 Limited License; Restrictions. Subject to the terms of this Amendment, Sentinel grants the Customer a non-exclusive, non-transferable, non-sublicensable, limited license, for the use of the Advocate Software solely in connection with the Advocate Service through the Program, and any other use is expressly prohibited. Sentinel and its licensors reserve all rights not expressly granted to the Customer in this Amendment. Without limiting the generality of the foregoing, the Customer shall not, nor shall the Customer permit, any other party to: (a) make copies of the Advocate Software, (b) disassemble, decompile, reverse engineer, or translate any part of the Advocate Software, or otherwise attempt to reconstruct or discover the source code of the Advocate Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation, (c) modify or create derivative works based upon the Advocate Software, (d) externally sublicense, resell, encumber or otherwise transfer the Advocate Software, (e) rent, lease, lend, or use the Advocate Software, or any part thereof, for timesharing or bureau use, (f) allow a third party to copy, access, or use the Advocate Software (except as expressly contemplated by this Amendment), (g) alter or remove any copyright, trademark or other proprietary notice which may appear on the Advocate Software, (h) take any action that would cause the Advocate Software to be placed in the public domain or become subject to open source license agreement, or (i) use the Advocate Software in any manner that violates any statute, law, rule, regulation, directive, guideline, bylaw whether presently in force or may be implemented by federal, state or local authorities.

2.4 Privacy Policy. The Customer authorizes Sentinel to collect and use any information that the Customer provides and that the Advocate Service collects in connection with the Customer's use of the Advocate Service. Sentinel's privacy policy (the "Privacy Policy"), located at <https://sentineladvantage.com/privacy-policy/>, describes how Sentinel may collect, use and share personal information. By using the Advocate Service, the Customer consents to all actions taken by Sentinel in compliance with the Privacy Policy.

2.5 Third Party Licenses. The Customer understands and acknowledges that the Advocate Software contains certain third party programs or code ("Third Party Software") that are used by Sentinel in accordance with the terms and conditions of separate and distinct license agreements, copies of which are contained in or can be found in the licenses folder accompanying the Advocate Software ("Third Party License"). The Customer further agrees that, although provided to the Customer and any user of the Advocate Software, the Third Party Licenses govern any use of the corresponding Third Party Software. The ownership terms in Section 2.2 and restrictions in Section 2.3 do not apply to Third Party Software. If there is a conflict between this Amendment

and the terms of any Third Party License, the provisions of the Third Party License shall prevail with respect to the use of the corresponding Third Party Software.

2.6 Termination. Any licenses granted herein shall automatically terminate without notice if the Customer fails to comply with any material provision of this Amendment or if the Agreement terminates. In such event, the Customer must immediately cease to use the Advocate Service and cause the uninstallation of the Advocate App from any smart devices enrolled in the Program.

3. Disclaimer of Warranties; Indemnification

3.1 Disclaimer of Warranties. EXCEPT AS REQUIRED BY APPLICABLE LAWS, THE ADVOCATE SERVICE AND THE ADVOCATE SOFTWARE ARE PROVIDED “AS IS,” WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER SENTINEL NOR ITS LICENSORS REPRESENT OR WARRANT THAT THE ADVOCATE SERVICE OR THE ADVOCATE SOFTWARE WILL SATISFY THE CUSTOMER’S REQUIREMENTS OR THAT IT IS WITHOUT DEFECT OR ERROR OR THAT THE OPERATION THEREOF WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE. SENTINEL DOES NOT WARRANT THE ACCURACY OF ANY RESULTS OBTAINED FROM THE USE OF THE ADVOCATE SERVICE AND THE ADVOCATE SOFTWARE. THE CUSTOMER UNDERSTANDS AND AGREES THAT ANY USE AND DOWNLOAD OF THE ADVOCATE SOFTWARE IS AT THE CUSTOMER’S OWN DISCRETION AND RISK AND THAT THE CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO ANY SYSTEMS OR SMART DEVICE OR LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOAD OR INSTALLATION OF SUCH MATERIAL. UNDER NO CIRCUMSTANCES SHALL SENTINEL BE LIABLE TO THE CUSTOMER ON ACCOUNT OF THE USE OR MISUSE OR RELIANCE ON THE ADVOCATE SOFTWARE.

THE CUSTOMER ACKNOWLEDGES THAT SENTINEL’S ABILITY TO TRACK THE MOVEMENT OF THE PARTICIPANTS AND VICTIMS BY GPS AND TO SEND ALERTS IN CONNECTION WITH THE ADVOCATE SERVICE AND THE ADVOCATE SOFTWARE IS DEPENDENT UPON FACTORS OUTSIDE OF SENTINEL’S CONTROL, INCLUDING WITHOUT LIMITATION, THE SCRAMBLING, INTERRUPTION, SUSPENSION OR OTHER INTERFERENCE IN THE TRANSMISSION OF SIGNALS TO OR FROM GLOBAL POSITIONING SATELLITES, DISCONNECTION OR OTHER LOSS/INTERRUPTION/INTERFERENCE OF CELLULAR AND LANDLINE COMMUNICATIONS, COVERAGE LIMITATIONS OF CELLULAR NETWORKS, INTERNET CONNECTIVITY, POWER OUTAGES, BATTERY POWER, DEVICE STORAGE LIMITS, DEVICE SETTINGS, USE, MAINTENANCE, AND CARE OF GPS EQUIPMENT PROVIDED BY SENTINEL TO PARTICIPANTS AND PROPER FUNCTIONING OF EQUIPMENT AND SOFTWARE PROVIDED BY THIRD PARTY VENDORS INCLUDING THE UTILIZATION OF SMART DEVICES FOR VICTIM NOTIFICATION, AND THE VICTIM’S COMPLIANCE WITH TECHNICAL REQUIREMENTS NECESSARY FOR THE ADVOCATE APP TO PROPERLY FUNCTION. ACCORDINGLY, SENTINEL MAKES NO REPRESENTATION OR WARRANTY TO THE CUSTOMER THAT THE ADVOCATE SERVICE OR THE ADVOCATE SOFTWARE WILL OPERATE WITHOUT INTERRUPTION OR ON AN ERROR-FREE BASIS, AND

SENTINEL SHALL NOT BE HELD LIABLE FOR ANY HARM OR DAMAGE RESULTING FROM MATTERS OUTSIDE OF ITS DIRECT AND IMMEDIATE CONTROL.

3.2 Indemnification. The Customer agrees to fully indemnify and completely save harmless Sentinel, its affiliates, licensors, suppliers and other contract relationships, and the officers, directors, employees, consultants, and agents of each, from any and all liabilities, claims, expenses, damages including reasonable legal fees and disbursements arising out of any third party claims or suits for damage or injury to person in connection with, directly or indirectly, in whole or in part, (a) any information submitted or transmitted through the Advocate Service or the Advocate Software in connection with the Program, (b) use of the Advocate Service and Advocate Software, or (c) breach of any term or condition of this Amendment applicable to the Customer. The foregoing indemnification obligations of the Customer shall be subject to all applicable limitations of the Maine Tort Claims Act as set forth in Title 14, Chapter 741 of the Maine Revised Statutes, as amended.

4. General Provisions

4.1 Terms of the Agreement. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect. This Amendment and the Agreement contain the entire agreement between Sentinel and the Customer as to the subject matter hereof and thereof and may not be modified or amended except by a further written document signed by authorized representatives of Sentinel and the Customer. The provisions of this Amendment are incorporated by reference into the Agreement. In the event of any conflict or inconsistency between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall control and govern.

4.2 Governing Law. This Amendment shall be construed and governed in accordance with the internal laws of the State of California.

4.3 Survival. Provisions of this Amendment which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Amendment, including, but not limited to, Section 1.3 (Personal, Private Information), Section 3.2 (Indemnification), Section 4 (General Provisions), and the restrictions (but not the rights) granted to the Customer in Section 2 (Intellectual Property).

4.4 Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[signatures follow]

IN WITNESS WHEREOF, the Customer and Sentinel have executed this Service Agreement on the dates shown below.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

Customer: **Cumberland County Maine**

Provider: **Sentinel Offender Services LLC**

By: _____
Print Name

By: _____
Print Name

TITLE: _____

TITLE: _____

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

DATE: _____

DATE: _____

Designated Agent: **Maine Pretrial Services**

By: _____
Print Name

Title: _____

AUTHORIZED SIGNATURE

DATE: _____

EXHIBIT H
ADVOCATE SERVICE

- **Service**

Sentinel will provide the use of the Advocate App by the Customer in connection with the Program. The fees that will be applicable are as follows:

SERVICE	RATE
Use of Advocate App on a victim's smart device, billed directly to the agency.	\$2.00 per smart device per day

- **Training Services**

Sentinel will provide training to the Customer personnel prior to provision of the Advocate Service. If required, upon the reasonable request of the Customer, Sentinel can provide training to other Customer personnel via remote interactive webinar and/or at a central facility.

- **Hours of Operation**

[The Advocate Service is intended to operate 24 hours a day, 7 days a week, 365 days a year, except for planned or emergency maintenance.]² The Sentinel National Monitoring Center supports this operation at all times. The National Monitoring Center operates 24 hours a day, 7 days a week, 365 days a year. The National Monitoring Center can be contacted at 800.551.4911.

- **Reports**

For report and activity information for the Advocate Service, the Customer will be able to access Sentinel's software through either a standard computer, laptop connection, smartphone browser or application. Sentinel staff will also provide a daily report to the Customer as requested for participant and victim information and transactions.

- **Record Retention**

All Advocate Service monitoring activity reports remain accessible for a period of five (5) years. Retrieval of current participant and victim activity records is accessible immediately, while retrieval of records that may have been archived may require a minimum of 72 hours to retrieve and deliver to the Customer. Sentinel will make such monitoring activity reports data available at the request of the Customer and all data will be backed up on a regular basis.

