

RAM

27 MLC

JAN 22 '20 AM 8:43 DAS



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

Helen E. Hanks
Commissioner

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

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

Robin H. Maddaus
Director

January 7, 2020

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

REQUESTED ACTION

Authorize the NH Department of Corrections (NHDOC) to enter into a **sole source** contract Agreement with Virginia Ross (VC #306794), Hampton, NH 03842, in the amount of \$14,310.00, for *Recovery Coach* training and professional services effective upon Governor and Executive Council approval through August 31, 2020. 100% Agency Income

Funding is available in the following account, State Targeted Response: 02-46-46-460510-4067-066-500546 with the authority to adjust encumbrances in each State Fiscal Year through the Budget Office if necessary and justified.

EXPLANATION

This request is **sole source** as Virginia Ross, a certified trainer for the NH Recovery Coach Academy (NHRCA), was the only respondent who would be amenable to provide Recovery Coach Training, a peer-based substance abuse recovery support service, to the Department's resident population.

Recovery Coach Training is a non-clinical service designed to engage individuals beyond recovery initiation through stabilization and into recovery maintenance. This training uses a peer-to-peer based model that focuses on how to help sustain an individual in their recovery from substance use disorder or addiction, promote recovery by removing barriers to recovery and serves as a personal guide and mentor for individuals seeking or already in recovery by becoming a Recovery Coach or a Certified Recovery Support Worker (CRSW).

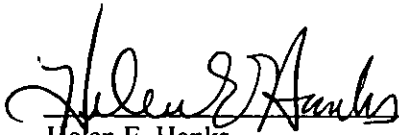
As part of the State Opioid Response (SOR) sub-grant from the NH Department of Health and Human Services (DHHS) and Memorandum of Understanding (MOU) between the agencies, the MOU provides for training of residents in Recovery Coach Training to become CRSW's. To fulfill the Department's goals, the NHDOC reached out to four (4) recovery coach-training organizations with the NHRCA being the only respondent who was amenable to work with a correctional resident population. Through a series of three (3) short form contracts, Virginia Ross began delivering the Recovery Coach Training to residents housed at the Northern NH Correctional Facility (NCF). This contract will provide parallel training to residents housed at the NH State Prison for Men (NHSP-M) and the NH Correctional Facility for Women (NHCF-W) who seek to become a CRSW.

Research has indicated: “Studies [of peer recovery support for individuals with substance use disorders] demonstrate improved relationships with providers and social supports, increased satisfaction with the treatment experience overall, reduced rates of relapse, and increased retention in treatment. It is clear that peer support services can provide a valuable approach to guiding consumers as they strive to achieve and maintain recovery.” (Rief, et al, 2014) and “...the general conclusion from the body of evidence is that participation of peers in recovery support interventions appears to have a salutary effect on participants and makes a positive contribution to substance use outcomes. The individuals studied generally had complex needs in addition to substance use issues and benefitted from the support of peers across diverse types of interventions.” (Bassuk, et al, 2016)

This contract offers four essential training sessions for those participants who are interested in serving as recovery coaches and/or seeking CRSW credentialing. The foundation session, *Choices© Peer Recovery Coach Training*, a 30-hour training session, consists of four domains: *Understanding Addiction & Recovery, Defining Roles of a Recovery Coach, Engagement, and Paying Heed to & Understanding Potential Risks*. The remaining three training sessions are: *Choices© Ethical Foundations for Peer Recovery Coaches* (12-hour), *Choices© Suicide Prevention* (6-hour) and *Choices© HIV/AIDS for Recovery Support Workers* (6-hour).

As the Recovery Coach Training provides a foundation for residents to become eligible as a CRSW, it also provides skills to guide, mentor and support individuals seeking to enter into or sustain long-term recovery from addiction to their peers. This training can provide up to fifty-four (54) continuing education units or credit hours that can be used towards the eligibility status of a CRSW and/or can be used towards pursuing a career towards a licensed alcohol and drug counselor post-incarceration. CRSW training is advantageous as recovery peer workers are highly sought in the area of substance use disorder treatment within the community. Individuals that choose to continue to complete the certification requirements will have a potential career in the field of substance use disorder treatment.

Respectfully Submitted,



Helen E. Hanks
Commissioner

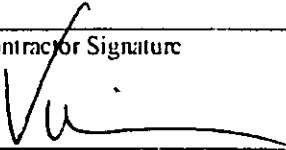
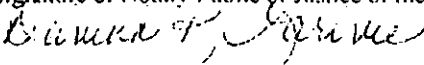
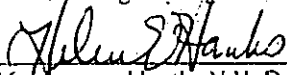


Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address P.O. Box 1806, Concord, NH 03302 105 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Virginia Ross		1.4 Contractor Address [REDACTED] Hampton, NH 03842	
1.5 Contractor Phone Number 603-918-6510	1.6 Account Number 02-46-46-460510-40670000-066-500546	1.7 Completion Date August 31, 2020	1.8 Price Limitation \$14,310.00
1.9 Contracting Officer for State Agency Heidi M. Guinen		1.10 State Agency Telephone Number 603-271-5603	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Virginia Ross, Sole Proprietor	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Jefferson</u> On <u>10-30-2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		DAVINA K. LARIVEE, Notary Public State of New Hampshire My Commission Expires June 6, 2023	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Helen E. Hanks, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: <u>January 17, 2020</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>1/21/2020</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Contractor Initials
Date 10/30/19

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EDUCATIONAL TRAINING AGREEMENT

This Agreement is between the State of New Hampshire, acting by and through the STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS ("State" or "Department"), 105 Pleasant Street, Concord, NH 03301 and VIRGINIA ROSS ("Contractor"), a New Hampshire Sole Proprietor, Hampton, NH 03842.

WHEREAS, the State and the Contractor have agreed for the Contractor to provide Recovery Coach Training consisting of *Advocacy, Mentoring & Education, Recovery & Wellness Support, Ethics, Suicide Prevention and HIV/AIDS for Recovery Support Workers* training for individuals of the NH Department of Corrections.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Agreement and set forth herein, the parties hereto agree as follows:

EXHIBIT A

SCOPE OF SERVICES

I. Training Overview

1. Choices¹ Peer Recovery Coach Training (30-hr):

This 30-hour training is for individuals who are interested in aiding in a peer-to-peer recovery model and want to become a Recovery Coach or a Certified Recovery Support Worker for people seeking or already in recovery. Recovery Coaching is a non-clinical, peer-based recovery support service designed to engage others beyond recovery initiation through stabilization and into recovery maintenance.¹

Similar peer interventions in clinical settings have been shown to improve engagement and retention of people seeking services. It is also known that long-term treatment and/or recovery outcomes are improved by assertive linkages to community-based recovery supports such as Recovery Coaching. This training will focus on how to help to initiate and sustain an individual/family in their recovery from substance use disorder or addiction. Promote recovery by removing barriers and obstacles to recover and serve as a personal guide and mentor for people seeking, or already in recovery.

Peer Recovery Coach Training participants will:

- Describe Recovery Coach role and functions;
- List the components, core values and guiding principles of recovery;
- Build skills to enhance relationships;
- Explore many dimensions of recovery and recovery coaching;
- Discover attitudes about self-disclosure and sharing your story;
- Understand the stages of recovery;
- Describe the stages of change and their applications;
- Increase their awareness of culture, power and privilege;
- Address ethical and boundaries issues;
- Experience recovery wellness planning; and

¹ <http://nhrecoverycoachacademy.com/recovery-coach-nh>

- Practice newly acquired skills.²

This training will consist of four domains and provides training, information and skilled based learning for three of the four domains: Advocacy, Mentoring & Education, Recovery & Wellness Support and Ethics. The fourth domain, Ethics, provided by NH Recovery Coach Academy specifically designed for Peer support Workers, will be offered as a separate training.

a. *Understanding Addiction & Recovery*

Understanding addiction as a disease; provides the foundational understanding of addiction and recovery; defining recovery; pathways of sustainable recovery; barriers to recovery and social support network in recovery management.

b. *Defining Roles of a Recovery Coach*

Understanding misconception of roles, clarify Recovery Coach roles; how autonomy and empowerment is influential to recovery; understanding the human being's need of purpose and identity and how it correlates with addiction; stages of recovery.

c. *Engagement*

Discuss the power of language and socially desirable terms to encourage recovery and reduce stigma; the art of communication and active listening skills; crisis protocols; and smart goal setting.

d. *Paying Heed to & Understanding Potential Risks*

Harm reduction, whole health as a pathway; identify and limit anxiety and stress; formulate new behaviors to mitigate old behaviors for improved outcomes; understanding available MAT/MAR pathways; Recovery Coach boundary management and self-care.

2. Choices© Ethical Foundations for Peer Recovery Coaches (12-hr):

This 12-hour training will introduce ethics and the importance of understanding what ethics are and how they are applied in the role of a peer recovery support person/recovery coach. This training will introduce various existing codes of ethics for exploration of the different variations. In addition, the training will explore the importance of boundaries, boundary management, and the need for continuous monitoring of boundaries.

Participants will learn various decision-making models and review real case scenarios for active discussion. Participants will explore differences between personal and professional boundaries, as well as understanding the relationship between adverse outcomes as a result of poor ethical guidelines and boundary management. Participants will walk away with an understanding of HIPAA, 42 CFR Part 2, and the role confidentiality plays in their work as a support person in the substance use disorder field.

This course provides 12 Continuing Education Units (CEUs) towards the Certified Recovery Support Worker (CRSW) credential and is an essential training for those serving as recovery coaches.

Participants will:

- Understand what ethics are and why they're important;
- Understand the differences and similarities around a Code of Ethics and Code of Conduct;
- Identify and discuss potential boundary issues and management in recovery coaching and peer support roles;
- Gain an understanding of HIPAA and 42CFR (2) and how it applies to the Recovery Coach role;
- Learn about informed consents, releases of information and confidentiality in peer support roles;

² <http://nhrecoverycoachacademy.com/recovery-coach-nh>

- Review NH State CRSW Code of Ethics:
- Review International Consortium of Reciprocity Council Four Domains.

3. Choices[®] Suicide Prevention Training (6-hr):

This one-day, 6-hour training will provide an overview of mental health, illness and its relationship to suicide, address risk factors to identify and the relationship between substance use and suicide. Participants will learn what suicide is, crisis response protocol and how to navigate a discussion around suicide. In addition, this training will discuss roles of a recovery coach and suicide prevention versus the roles of a clinician.

4. Choices[®] HIV/AIDS for Recovery Support Workers Training (6-hr):

This one-day, 6-hour training will provide participants with basic and updated information about HIV/AIDS and other STDs. This includes risk factors, modes of transmission, signs and symptoms, prevention, the relationship between HIV and other STDs. This training will explore the relationship between substance misuse and HIV/AIDS as well as the correlation between mental health and HIV/AIDS. Additionally, this training will increase the knowledge around the benefits of HIV testing.

II. General Assumptions

1. **Term of Agreement:** The Term of this Agreement shall commence upon Governor and Executive Council approval through August 31, 2020.
2. **Location of Services:** NH State Prison for Men (NHSP-M) and the NH Correctional Facility for Women (NHCF-W), Concord, NH 03301.
3. **Invoices:** The NH Department of Corrections shall receive invoices for services rendered no later than thirty days post service date.
4. **Trainer:** Authorized designated trainers by a NH Recovery Coach Academy Subject Matter Expert (SME).
5. **Background Checks:** Background checks will be performed by the Department or by the State of New Hampshire, Department of Safety. The Contractor must contact the Department's liaison for further instructions. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks and fingerprinting reports of all potential Contractors and or subcontractors to determine eligibility status and access to all Departmental facilities.
6. **Rules and Regulations:** The Contractor agrees to comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's) to include but not limited to PPD 5.08: *Staff Personal Property Permitted In and Restricted from Prison Facilities* located as a separate link: http://www.nh.gov/nhdcc/business/rfp_bidding_tools.htm.
7. **Prison Rape Elimination Act (PREA) of 2003:** The Contractor/Subcontractor agrees to 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/Subcontractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards which may require an outside independent audit. Additional information can be located as a separate link: http://www.nh.gov/nhdcc/business/rfp_bidding_tools.htm.
8. **Cancellation of Contract:** The Department of Corrections may cancel the Contract at any time for breach of contractual obligations by providing the Contractor with a written notice of such cancellation. Should the NH Department of Corrections exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.

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

III. Scope of Services

1. **Training Preparation:** Pre-training agenda development, phone consultations, e-mail communication with NH Department of Corrections Project Manager and NH Recovery Coach Academy SME, printing, training materials and manuals.
2. **Training Period:** Commences upon Governor and Executive Council approval through August 31, 2020.
3. **Training Services:**
 - a. Choices☐ Peer Recovery Support Training (30 Hours)
 - b. Choices☐ Ethical Foundations for Peer Recovery Training (12 Hours)
 - c. Choices☐ Suicide Prevention Training (6 Hours)
 - d. Choices☐ HIV/AIDS for Recovery Support Workers Training (6 Hours)
4. **Training Locations:** NHSP-M and NHCF-W, Concord, NH 03301
5. **Number of Participants:** The NH Department of Corrections reserves the right to adjust the amount of participants attending the Peer Recovery Coach Training.

EXHIBIT B

METHOD OF PAYMENT AND CONTRACT PRICE

1. The Contractor, Virginia Ross, shall provide an itemized invoice for services provided to the applicable General Assumptions and Scope of Services to include the following:

Estimated Training Services and Supply Budget: Ms. Virginia Ross				
Item	Description	Quantity	Unit Cost	Extended Cost
1.	Trainers Fees	NHSP-M & NHCF-W		
	Choices☐ PRS Training	2	\$2,000.00	\$4,000.00
	Choices☐ Ethical Training	2	\$1,500	\$3,000.00
	Choices☐ Suicide Training	2	\$600	\$1,200.00
	Choices☐ HIV/AIDS Training	2	\$900	\$1,800.00
2.	Mileage/Lodging/Mcals/Tolls	2	\$1,555.00 ^{1 2 3}	\$3,110.00
3.	Manuals	40	\$20.00	\$ 800.00
4.	Supplies	4	\$100.00	\$400.00
Total				\$14,310.00
¹ Federal IRS Mileage Rate				
² Federal GSA NH Meal Per Diem Rate				
³ Federal GSA NH Hotel Per Diem Rate				

2. Total estimated contract price (training services and supplies) shall not exceed fourteen thousand three hundred and ten dollars (\$14,310.00).
3. The Contractor, Virginia Ross, shall provide an itemized invoice thirty days post service date for services rendered. The NH Department of Corrections will accept an invoice in electronic format to expedite payment.

EXHIBIT C

SPECIAL PROVISIONS

1. Form P-37, Paragraph 14. Insurance, Subparagraph 14.1.1 of the General Provisions shall read: Professional Liability with limits of liability in amounts of \$200,000/\$600,000.
2. To modify the Form P-37, General Provisions, Section 14. Insurance, Paragraph 14.3, by changing the last sentence of the clause to read: "Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions."

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

Account Number: NH ROSV 4900

Date: 12/31/19 Initials: ANTONIA

CERTIFICATE OF INSURANCE

ALLIED WORLD INSURANCE COMPANY
C/O: American Professional Agency, Inc.
95 Broadway, Amityville, NY 11701
800-421-6694

This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named Insured(s) as stated.

THIS CERTIFICATE OF INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE, TERMS, EXCLUSIONS, AND CONDITIONS AFFORDED BY THE POLICY OR POLICIES REFERENCED HEREIN.

Name and Address of Named Insured:

VIRGINIA ROSS
[REDACTED]
HAMPTON NH 03842

Additional Named Insureds:

Type of Work Covered: ADDICTION/MENTAL HEALTH COUNSELING

Location of Operations: N/A

(If different than address listed above)

Claim History:

Retroactive date is 10/19/2019

Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY	5005-3849	10/19/19	10/19/20	200,000 600,000

NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED, WHO SHALL ACT ON BEHALF OF ALL INSURED(S) WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.

Comments: THE FOLLOWING IS AN ADDITIONAL INSURED ON THIS POLICY:

STATE OF NH/DEPT OF
CORRECTIONS

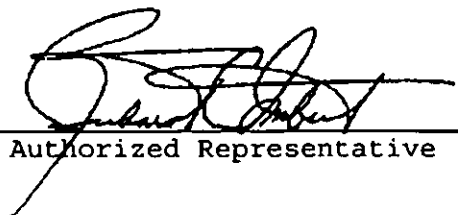
105 PLEASANT ST
CONCORD NH 03301

This Certificate Issued to:

Name: STATE OF NEW HAMPSHIRE/DEPARTMENT OF
CORRECTIONS

Address: PO BOX 1806

CONCORD NH 03301
APA 00138 28 (06/14)


Authorized Representative

12/6/2019

NH Department of Corrections
P.O. Box 1806
Concord, NH 03302-1806

Re: Workers' Compensation Insurance Requirement

To Whom It May Concern:

As I am the sole owner, sole-proprietor, contracting services in an individual capacity, Virginia Ross, I am not required to carry workers' compensation insurance.

Thank you.



Virginia Ross


Hampton, NH 03842



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 if stored in a secured vehicle):
- j) Knives and knife-like weapons, clubs and club-like weapons,
 - (1) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
 - (2) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
 - (3) pornography or pictures of visitors or prospective visitors undressed,
 - (4) cell phones and radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
 - (5) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
 - (6) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
 - (7) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

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

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

<u>Virginia Ross</u> Name	<u></u> Signature	<u>10/30/19</u> Date
<u>Lawrence Shaw</u> Witness Name	<u></u> Signature	<u>10-30-19</u> Date

NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

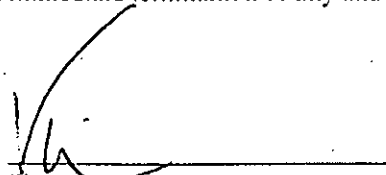
I understand and agree that all employed by the organization/agency I represent must abide by all rules, regulations and laws of the State of New Hampshire and the NH Department of Corrections that relate to the confidentiality of records and all other privileged information.

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

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

Virginia Ross

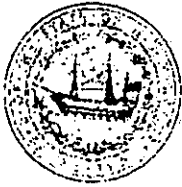
Name



Signature

10/30/19

Date



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

Helen E. Hanks
Commissioner

Robin Maddaus
Director

PRISON RAPE ELIMINATION ACT
ACKNOWLEDGEMENT FORM

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

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

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

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

As a Contractor and/or Subcontractor of the NH Department of Corrections, I acknowledge that I have been provided information on the Prison Rape Elimination Act of 2003 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 PPD 5.19 - PREA: NHDOC Administrative Rules, Conduct and Confidentiality Information regarding my conduct, reporting of incidents and treatment of those under the supervision of the NH Department of Corrections. (Ref. RSA Chapter 632-A, NHDOC PPD 5.19 and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print): Virginia Ross
(Name of Contract Signatory)

Date: 10/30/19

Signature: [Handwritten Signature]
(Signature of Contract Signatory)

Virginia (Ginger) A. Ross

PROFILE

Highly motivated US Army Veteran and program manager with extensive experience providing support and training in the field of recovery from substance use. Known for strong curriculum design and excellent facilitation skills. Dedicated to providing quality, relatable, retainable trainings designed to help others help others.

EDUCATION & CERTIFICATIONS

Bachelor of Arts in Psychology with concentration in Forensic Psychology	6/2017
Southern New Hampshire University (Manchester, NH)	
– 3.85 GPA	
Certified Recovery Support Worker (CRSW)	6/2017
NH Board of Licensing for Alcohol & Other Drug Use Professionals (Concord, NH)	
CCAR Core Trainer	6/2018
Hartford, CT	

PROFESSIONAL EXPERIENCE

NH Recovery Coach Academy – Owner, Founder, Trainer	3/2015 – Present
Self-Employed (Hampton, NH)	
<ul style="list-style-type: none">• Over 1,000 trained. Conduct trainings of approximately 30 individuals who have been impacted by addiction and are working towards professional licensure for recovery coaching/peer support• Approved trainer for Adcare - Portland, ME, NHADACA, BSAS - MA• Curriculum design: HIV/AIDS/HepC, Motivational Interview Basics & Advanced, Suicide Prevention for Non-Clinical Workers, Self-Preservation – Finding Balance, Ethics for Peer Recovery Support; all approved by the Licensing & Other Drug Use Professional Development Board• Handle recruitment in order to increase the number of participants in the Recovery Coach Academy• Core Trainer status for CCAR curriculum Recovery Coach Academy, Ethical Considerations for Recovery Coaches, Professionalism & Recovery Coaching, Recovery Coaches in the ED, Recovery Basics for Parents, (CADY) Ethics for Prevention, and National Alliance on Mental Illness (NAMI) Connect Suicide Prevention, Mind in the Making	
Public Policy Intern	2/2017 – 4/2017
NH Coalition Against Domestic & Sexual Violence (Concord, NH)	
<ul style="list-style-type: none">• Reviewed NH DCYF in Investigative Report and Recommendations in order to learn more about to under how DCYF processes can be improved• Interviewed a CASA volunteer and a GAL to obtain their perspectives of areas that needed improvements• Advocated for and observed legislature submitted by NH Coalition Against Domestic & Sexual Violence	

Supervisor, Project Manager, Training Director
Granite Pathways Regional Access Point (RAPS) (Concord, NH)

9/2016 – Present

- Interim Program manager launching Strength To Succeed staffing recovery coaches in DCYF offices.
- Responsible for all trainings necessary for all Parent Partners to obtain CRSWs and monitor trainings required by DCYF Core Academy
- Helped launch the statewide RAPS program by establishing technical needs, setting up office space, designing and implementing necessary forms, engaging in outreach to establish memorandums of understanding, and determining case management and crisis response protocol
- Handled case management for crisis line intake calls, screenings for referral to treatment, and continuous recovery monitoring to remove barriers to achieve recovery
- Monitored staff as they worked towards their Certified Recovery Support Worker Credentialing (CRSW) by organizing trainings and LADAC supervision

Project Manager

1/2015- 9/2016

NH Alcohol & Drug Abuse Counselors Association (Concord, NH)

- Created and managed a fundraising campaign and used targeted email outreach to successfully reach a fundraising goal of \$20,000
- Redeveloped the organization's website and Facebook page leading to the amount of "likes" on Facebook to increase from 150 to 500
- Restructured the organization's database and increased the number of people represented in the database from 200 to 1700

VOLUNTEER EXPERIENCE

Board Member

6/2017 - Present

Problem Gambling Council of NH (Concord, NH)

- Collaborate with board members to design a training on how to identify problem gambling
- Review, critique, modify three year strategic plan to submit to Bureau of Drug & Alcohol (BDAS) to receive funding

Committee Member

5/2017 – Present

SPARK NH Workforce Committee (Concord, NH)

- Review, critique, and modify five year strategic plan for improving the workforce of early childhood educators supporting children ages 0-8

Volunteer

4/2017 – Present

Manchester Family Justice Center (Manchester, NH)

- Collaborate with the director in order to identify the need for professional development trainings for increased awareness of domestic violence signals among families
- Design curriculum specifically tailored for different professionals, including GALs, CASA volunteers, counselors, teachers, and early childhood educators

Member

11/2015 – Present

NH Governor's Commission Recovery Task Force (Concord, NH)

- Collaborate with the members of the task force in order advise the governor on public policy, recovery solution and budget issues