



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

William L. Wrenn
Commissioner

Bob Mullen
Director

March 18, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections to exercise the renewal option to (PO # 1002239) with Strafford County (VC# 177478), P.O. Box 799, Dover, NH 03281, by increasing the contract amount by \$547,500.00 from \$657,900.00 to \$1,205,400.00, for the provision of In-State Incarceration of State Sentenced Female Offenders Services, effective from July 1, 2013, or upon Governor and Executive Council approval, whichever is later, through June 30, 2014. The original contract, Agreement, was approved by Governor and Executive Council on June 22, 2011, Item # 68, with the option to renew for one (2) additional periods of up to one (1) year each. 100 % General Funds.

Funds are available in the following account, *NHSP/W-Prison for Women*: 02-46-46-466010-7111-102-500731 as follows with the authority to adjust encumbrances in each State Fiscal Year through the Budget Office if necessary and justified. Funding for SFY 2014 is contingent upon the availability and continued appropriation of funds.

Original Contract, Agreement 2011-68:				
Account	Description	SFY 12 - 13	SFY 14	Total
02-46-46-466010-7111-102-500731	Contract for Program Services	657,900.00	-	657,900.00
Amendment Agreement # 1:				
Account	Description	SFY 12 - 13	SFY 14	Total
02-46-46-466010-7111-102-500731	Contract for Program Services	-	547,500.00	547,500.00
Total Contract Amount		\$ 657,900.00	\$ 547,500.00	\$ 1,205,400.00

EXPLANATION

This contract, Amendment Agreement # 1 is for the provision of In-State Incarceration of State Sentenced Female Offenders. With the number of women being sentenced to State incarceration, the current physical environment is being taxed. In an effort to maintain the necessary standard of custody and program service

delivery, the NH Department of Corrections is seeking to provide an alternative location to house State sentenced female offenders at the Strafford County Correctional Facility.

Amendment Agreement # 1, shall modify the Agreement's completion date from June 30, 2013 to June 30, 2014 and increase the estimated price limitation of the original Agreement by \$273,750.00 from \$657,900.00 to \$931,650.00.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "William L. Wrenn", written over a horizontal line.

William L. Wrenn
Commissioner



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**William L. Wrenn
Commissioner**

**Bob Mullen
Director**

AMENDMENT AGREEMENT # 1

This amendment is between the State of New Hampshire, acting by and through STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS ("State"), and STRAFFORD COUNTY ("Contractor"), a New Hampshire Municipality.

The State and Contractor entered into an agreement with an effective date of June 22, 2011, In-State Incarceration of State Sentenced Female Offenders Services Agreement 2011-68 ("Agreement").

The State and Contractor wish to amend the Agreement's completion date and price limitation.

Pursuant to Section 18 of the Agreement, the Agreement may be amended only by an instrument in writing signed by the parties and after approval of such amendment by the N.H. Governor and Executive Council.

The parties therefore agree as follows:

1. To amend the Completion Date in section 1.7 of the original P-37 Contract, Agreement, by deleting "June 30, 2013" and inserting in its place "June 30, 2014";
2. To amend the Price Limitation in section 1.8 of the original P-37 contract, Agreement, by deleting "\$657,900.00," and inserting in its place "\$1,205,400.00," a total increase of \$547,500.00;
3. That this amendment shall become effective on the date the N.H. Governor and Executive Council approve the amendment; and
4. That all other provisions of the Agreement shall remain in full force and effect.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.**

SIGNATURE PAGE TO AMENDMENT AGREEMENT # 1 TO: In-State Incarceration of
State Sentenced Female Offenders Services Agreement 2011-68.

STATE OF NEW HAMPSHIRE DEPARTMENT OF
CORRECTIONS

By: William L. Wrenn
Name: William L. Wrenn
Title: Commissioner
Date:

STRAFFORD COUNTY

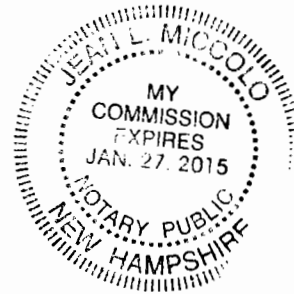
By: George Maglaras
Name: George Maglaras
Title: Chairman Commissioner
Date: 2-28-13

STATE OF New Hampshire
COUNTY OF Stratford

On this 28 day of Feb. 2013, before me, Jean Miccolo, the undersigned officer,
personally appeared George Maglaras, known to me (or satisfactorily proven) to be the person whose
name is signed above and acknowledged that he/she executed this document in the capacity indicated
above.

In witness thereof, I hereto set my hand and official seal.

Jean L. Miccolo
Notary Public/Justice of the Peace



My Commission Expires: Jan 27, 2015

M. K. Brennan
Approval by N.H. Attorney General
(Form, Substance and Execution)

3/24/13
Date

Approved by the N.H. Governor and Executive Council

Date

**CERTIFICATE FOR
MUNICIPALITIES**

I, (insert name) Leo Lessard, of (insert Municipality name) Strafford County, do hereby certify to the following assertions:

1. I am a duly elected and acting Clerk/Secretary for the Municipality documented above, which is in the State of (insert name of State) New Hampshire.
2. I maintain and have custody of, and am familiar with, the minute books of the Municipality;
3. I am duly authorized to issue certificates with respect to the contents of such books;
4. The following are true, accurate and complete copies of the resolutions adopted during an official meeting of the Municipality. Said meeting was held in accordance with the laws and by-laws of the State, upon the following date: (insert meeting date) February 28, 2013.

RESOLVED: That this Municipality shall enter into a contract with the State of New Hampshire, acting by and through the Strafford County Commissioners providing for the performance by this Municipality of certain services as documented within the foregoing Lease, and that the official listed, (document the title of the official authorizing the contract, and document the name of the individual filling that position) George Maglaras, Chairman, on behalf of this Municipality, is authorized and directed to enter into the said lease contract with the State of New Hampshire, and that they are to take any and all such actions that may be deemed necessary, desirable of appropriate in order to execute, seal, acknowledge and deliver any and all documents, agreements and other instruments on behalf of this Municipality in order to accomplish the same.

RESOLVED: That the signature of the above authorized party or parties of this Municipality, when affixed to any instrument of document described in, or contemplated by, these resolutions, shall be conclusive evidence of the authority of said parties to bind this Municipality, thereby:

5. The foregoing resolutions have not been revoked, annulled, or amended in any manner what so ever, and remain in full force and effect as of the date hereof;
6. The following person or persons have been duly elected to, and now occupy, the Office or Offices indicated: (fill in the appropriate names of individuals for each titled position)

County Commission Chairman: George Maglaras

County Commission Vice Chairman: Robert J. Watson

County Commission Clerk: Leo Lessard

County Treasurer: Pamela Arnold

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date: (insert date of signing) February 28, 2013

Clerk/Secretary (signature) Leo Lessard, Clerk

In the State and County of: (State and County names) Strafford County, State of New Hampshire

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF:

New Hampshire, COUNTY OF: Strafford UPON THIS DATE (insert full date) February 28, 2013, appeared before me (print full name of notary) Jean L. Miccolo

_____, the undersigned officer personally appeared (insert officer's name) Leo E. Lessard

who acknowledged him/herself to be (insert title, and the name of municipality) Clerk, Board of

Strafford County Commissioners

and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing by him/herself in the name of the Municipality.

In witness whereof I hereunto set my hand and official seal. (Provide signature, seal and expiration of commission)

Jean L. Miccolo, Notary Public 2-28-13

Exp. Jan 27-15



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate 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 afforded by the coverage categories listed below.

Participating Member:		Member Number:	Company Affording Coverage:	
Strafford County 259 County Farm Road Dover, NH 03820		605	NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory	Limits May Apply If Not
☒ General Liability (Occurrence Form) Professional Liability (describe) ☐ Claims Made ☐ Occurrence	1/1/2013	1/1/2014	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	\$
			Med Exp (Any one person)	
☒ Automobile Liability Deductible Comp and Coll: \$1,000 ☐ Any auto	1/1/2013	1/1/2014	Combined Single Limit (Each Accident)	\$5,000,000
☒ Workers' Compensation & Employers' Liability	1/1/2013	1/1/2014	☒ Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	\$
☒ Property (Special Risk includes Fire and Theft)	1/1/2013	1/1/2014	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: 1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange By: <i>Tammy Denver</i> Date: 2/19/2013 tdenver@nhprimex.org Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
NH Dept of Corrections PO Box 1806 Concord, NH 03302-1806			

Handwritten signature/initials



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William L. Wrenn
Commissioner

Bob Mullen
Director

June 2, 2011

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, NH 03301

G & C
Pending _____
Approved JUNE 22, 2011
Item # #68

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections to enter into a contract with Strafford County (VC# 177478), 266 County Farm Road, P.O. Box 799, Dover, NH, in the amount of \$657,900.00 for the provision of In-State Incarceration of State Sentenced Female Offenders, from July 1, 2011 through June 30, 2013, effective upon Governor and Executive Council approval. 100% General Funds

Funds are available in the following account, *NHSP/W-Prison for Women*: 02-46-46-466010-7111-102-500731 as follows with the authority to adjust encumbrances in each State Fiscal Year through the Budget Office if necessary and justified. SFY 2012 and 2013 are contingent upon the availability and continued appropriation of funds.

Strafford County Commissioners			
Account	Description	SFY 12	SFY 13
02-46-46-466010-7111-102-500731	Contract for Program Services	329,400.00	328,500.00
Total Contract Amount:		\$ 657,900.00	

EXPLANATION

The New Hampshire Department of Corrections issued a request for proposal (RFP) for the provision of In-State Incarceration of State-Sentenced Female Offenders services. The RFP was posted on the New Hampshire Department of Corrections website: <http://www.nh.gov.nhdoc/business/rfp.html> for seven (7) consecutive weeks and notified ten (10) potential vendors of the RFP posting. As a result of the issuance of the RFP, two (2) potential vendors responded by submitting a proposal. After the review of the proposals, in accordance with the RFP Terms and Conditions, the New Hampshire Department of Corrections awarded the Contract to Strafford County, subject to Governor and Executive Council approval.

With an increasing number of women being sentenced to State incarceration, the current physical environment is being taxed. In an effort to maintain the necessary standard of custody and program service delivery, the Department of Corrections is seeking to provide an alternative location to house State sentenced female offenders at the Strafford County Correctional Facility.

Strafford County is prepared to house State female offenders for the NH Department of Corrections at a average maximum capacity amount of up to 15 females per day and shall provide and administer programs related to medical, mental health, substance abuse and educational services at a rate of \$ 56.00 per inmate, per day.

Strafford County is the incumbent for the provision of housing in-state incarcerated female offenders. This contract will maintain the same pricing structure of \$56.00 per inmate, per day.

This RFP was scored utilizing a consensus methodology by a three person evaluation committee for the purposes of preserving the privacy of the evaluators. The evaluation committee consisted of New Hampshire Department of Corrections employees: Joanne Fortier, Warden, NHSP-W, Edmund Hucks, Supervisor II, NHSP-W and Michelle Goings, Captain, NHSP-W

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "William L. Wrenn", written over a horizontal line.

William L. Wrenn
Commissioner



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**In-State Incarceration of State-Sentenced Female Offenders
RFP Scoring Matrix
NHDOC 11-04-GFADM**

Respondents:

- Strafford County, 266 County Farm Road, P.O. Box 799, Dover, NH 03281-0799
- Merrimack County, 333 Daniel Webster Highway, Boxcawen, NH 03303

Scoring Matrix Criteria:

- Proposals were evaluated based on the proven ability of the respondents to satisfy the provisions to include the technical requirements set forth in the Scope of Service.
 1. Estimated Cost (Lowest Daily per Diem Per Offender) – 40 points
 2. Proximity to NH Department of Corrections Facilities – 10 points
 - a. To/From Vendor Facility
 - b. To/From NHSP-M (Dental Services)
 3. Ability to Provide Capacity Demands – 20 points
 4. Ability to Provide Services – 20 points
 - a. Medical and Dental Services
 - b. Programming
 5. Financial Stability – 10 points

RFP – NHDOC 11-04-GFADM Scoring Matrix			
Scoring Matrix Criteria		Respondents	
RFP Evaluation Criteria	RFP Point Value	Strafford County	Merrimack County
Estimated Cost (Lowest Daily per Diem Rate per Offender)	40 points	40	14.62
Proximity to NHDOC Facilities	10 points	4.89	10
Ability to Provide Capacity Demands	20 points	20	0
Ability to Provide Services	20 points	20	17.14
Financial Stability	10 points	10	10
Total Score	100 points	94.89	51.76

Contract Award: Strafford County, 266 County Farm Road, P.O. Box 799, Dover, NH 03281-0799



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**In-State Incarceration of State-Sentenced Female Offenders
RFP Bid Evaluation and Summary
NHDOC 11-04-GFADM**

Proposal Receipt and Review:

- Proposals will be reviewed to initially determine if minimum submission requirements have been met. The review will verify that the proposal was received before the date and time specified, with the correct number of copies, the presence of all required signatures, and that the proposal is sufficiently responsive to the needs outlined in the RFP to permit a complete evaluation. Failure to meet minimum submission requirements will result in the proposal being rejected and not included in the evaluation process.
- The Department will select a group of personnel to act as an evaluation team. Upon receipt, the proposal information will be disclosed to the evaluation committee members only. The proposal will not be publicly opened.
- The Department reserves the right to waive any irregularities, minor deficiencies and informalities that it considers not material to the proposal.
- The Department may cancel the procurement and make no award, if that is determined to be in the State's best interest.

Proposal Evaluation Criteria:

- The NH Department of Corrections shall conduct an objective review of the proposal(s) received in response to this RFP process. The evaluation will be based on the prospective Vendor who can demonstrated capabilities of the prospective Vendor in relation to the needs of the services to be provided as set forth in this RFP. Specific criteria are:
 - a. Estimated Cost (Lowest Daily per Diem Rate per Offender) – 40 points
 - b. Proximity to NH Department of Corrections Facilities – 10 points
 - c. Ability to Provide Capacity Demands – 20 points
 - d. Ability to Provide Services – 20 points
 - e. Financial Stability – 10 points
- Awards will be made to the responsive Vendor(s) whose proposals are deemed to be the most advantageous to the State, taking into consideration all evaluation factors in section 32 of NHDOC 11-04-GFADM RFP.
 - a. The contract will be awarded to the Bidder that demonstrates compliance to the required specifications set forth under Section B, Scope of Services, Item # 3, Description of Services as long as the Vendor's lowest daily per diem rate per offender, proximity to NHDOC facilities, ability to meet capacity demands, ability to provide services, and financial stability are acceptable to the NH Department of Corrections.

Evaluation Team Members:

- a. Joanne Fortier, Warden NHSP-W, Goffstown, NH
- b. Edmund Hucks, Supervisor II, NHSP-W, Goffstown, NH
- c. Michelle Goings, Captain, NHSP-W, Goffstown, NH

RFP-NHDOC 11-04-GFADM Respondents:

Contract Term: July 1, 2011 through June 30, 2013	
Strafford County	266 County Farm Road P.O. Box 799, Dover, NH 03821-0799
Merrimack County	333 Daniel Webster Highway, Boscawen, NH 03303



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Director**

**In-State Incarceration of State-Sentenced Female Offenders
RFP Evaluation Committee Member Qualifications
NHDOC 11-04-GFADM**

Joanne Fortier, Warden NHSP-W, Goffstown, NH:

Ms. Fortier has served the NH Department of Corrections for twenty-six years in the capacity of a Corrections Officer, Probation Parole Officer (PPO), Chief PPO and Assistant Director of Field Services and Community Correction. Since 2007, Ms. Fortier has served as Warden for the NH State Prison for Women (NHSP-W).

Edmund Hucks, Classification Supervisor II, NHSP-W, Goffstown, NH:

Mr. Hucks has served in his current capacity since 1994. He began his career with the NH Department of Corrections at the NH State Prison for Men (NHSP-M) and then transferred to the NH State Prison for Women (NHSP-W). Mr. Hucks is responsible for conducting risk assessments of an inmate's medical, mental and educational needs and assembling initial inmate classification to include housing, custody and job assignments. In addition, Mr. Hucks is responsible for the oversight of the NHSP-W inmates in the halfway house, NH County House of Corrections and those housed out of state.

Michelle Goings, Captain (Chief of Security), NHSP-W, Goffstown, NH:

Ms. Goings has worked for the NH State Prison for Women (NHSP-W) for thirteen years. Currently, Ms Goings serves in the capacity of the Chief of Security for the NHSP-W. Ms. Goings is responsible for observing and controlling inmates and their work environment to insure institutional safety and security. During her tenure, Ms. Goings has worked in the capacity of Operations and Training Sergeant for approximately six years and was responsible for the Operational and Logistical functions for the daily operations of the NHSP-W. Ms. Goings performs managerial level leadership role in the absence of the Warden.



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**In-State Incarceration of State-Sentenced Female Offenders
Bidders List
NHDOC 11-04-GFADM**

Belknap County Jail
76 County Drive
Laconia, NH 03246
Superintendent: Daniel P. Ward Sr.
Deputy Superintendent: David Barry
Phone: (603) 527-5480
Fax: (603) 527-5489
<http://www.belknapcounty.org/Pages/index>

Carroll County House of Corrections
20 County Farm Road
Ossipee, NH 03864
Superintendent: Jason Johnson
Phone: (603) 539-2282
Fax: (603) 539-3561
<http://www.carrollcountynh.net/>

Cheshire County Department of Corrections
825 Marlboro Road
Keene, NH 03431
Superintendent: Richard Van Wickler
Director of Safety and Security: Major John Mousseau
Phone: (603) 903-1600
Fax: (866) 270-1609
<http://co.cheshire.nh.us/hoc/>

Coos County Department of Corrections
P.O. Box 10
West Stewartstown, NH 03597
Chair: Burnham Judd
Phone: (603) 246-3321
Fax: (603) 246-8117
<http://www.cooscountynh.us>

**In-State Incarceration of State-Sentenced Female Offenders
Bidders List
NHDOC 11-04-GFADM**

Grafton County Department of Corrections
3865 Dartmouth College Highway
North Haverhill, NH 03774
Contact: Glenn Libby
Phone: (603) 787-6767
Fax: (603) 787-2022
<http://www.graftoncountynh.us/>

Hillsborough County Department of Corrections
445 Willow Street
Manchester, NH 03103
Superintendent: James M. O'Mara Jr.
Phone: (603) 627-5620
<http://www.hillsboroughcountydoc.org/index.htm>

Merrimack County House of Corrections
326 Daniel Webster Highway
Boscawen, NH 03303
Superintendent: Ronald White
Deputy Superintendent: Les Dolecal
Phone: (603) 796-3600
<http://www.merrimackcounty.net/corrections/about.html>

Rockingham County Corrections
99 North Road
Brentwood, NH 03833
Superintendent: Stephen A. Church
Assistant Superintendent: John L. Blomeke
Phone: (603) 679-2244
<http://co.rockingham.nh.us/corrections/corrections.htm>

Strafford County Department of Corrections
266 County Farm Road
P.O. Box 799
Dover, NH 03820
Superintendent: Warren Downaliby
Phone: (603) 742-3310
<http://www.co.strafford.nh.us/jail/superintendent.html>

Sullivan County Jail-House
103 County Farm Road
Claremont, NH 03743
Superintendent: Ross L. Cunningham
Phone: (603) 542-8717
Fax: (603) 542-3198
<http://www.sullivancountynh.gov/index.php?nav=30>

Subject:

In-State Incarceration of State-Sentenced

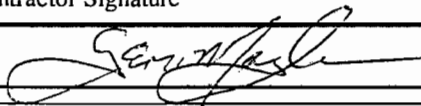
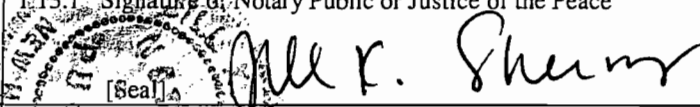
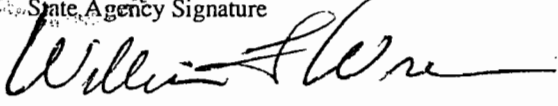
FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>NH Department of Corrections</u>		1.2 State Agency Address <u>105 Pleasant St, Concord, NH</u> 0330	
1.3 Contractor Name <u>Strafford County</u>		1.4 Contractor Address <u>P.O. Box 799 Dover, NH 03581</u>	
1.5 Contractor Phone Number <u>(603) 742-1458</u>	1.6 Account Number <u>02-46-46-466010-711</u> <u>102-500731</u>	1.7 Completion Date <u>June 30, 2013</u>	1.8 Price Limitation <u>\$657,900.00</u>
1.9 Contracting Officer for State Agency <u>William L. Wrenn, Commissioner</u>		1.10 State Agency Telephone Number <u>(603) 271-5603</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>George Maglaras, Chairman</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> On <u>4/5/11</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 		JILL K. SHEING, Notary Public My Commission Expires October 31, 2012	
1.13.2 Name and Title of Notary or Justice of the Peace <u>JILL K. SHEING - NOTARY</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>William L. Wrenn, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>N.H. Bureau</u> On: <u>6/6/11</u>			
1.18 Approval by the Governor and Executive Council By:  DEPUTY SECRETARY OF STATE On: <u>JUN 22 2011</u>			

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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 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, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

SECTION B: Scope of Services, Exhibit A**1. Purpose:**

The New Hampshire Department of Corrections is seeking proposals for the provision of confinement and supervision for up to thirty-five (35) **In-State Incarceration of State-Sentenced Female Offenders** from the New Hampshire State Prison for Women.

2. Term of Contract:

A Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning July 1, 2011 through June 30, 2013 with an option to renew for two (2) additional periods of up to one (1) year each subject to the approval by the Commissioner of the NH Department of Corrections and the Governor and Executive Council (G&C) of the State of New Hampshire.

3. Description of Services:

3.1. Placement of Offenders: The NH Department of Corrections shall attempt to avoid placing inmates with a Vendor who are scheduled for multiple court appearances in other jurisdictions or who are chronic care patients as screened by NH Department of Corrections medical staff.

3.2. Personal Items for Offenders: The NH Department of Corrections inmates shall receive the same clothing, food, bedding and personal hygiene items as provided to the Vendor inmates in the facility at no additional cost to the NH Department of Corrections inmates or to the NH Department of Corrections.

3.2.1. The following items will be authorized to transfer with the NH State inmates to and from the Vendor facility: sweatshirts, undergarments and sneakers. Inmates discharged to any NH Department of Corrections facility will retain these items. If the inmate is discharged to the community ALL State issued property will be returned to the NH Department of Corrections.

3.3. Commissary Services: The Vendor shall offer NH Department of Corrections inmates the same access to the commissary (canteen) as available to the Vendor inmates and the Vendor shall manage the NH Department of Corrections inmates' accounts while they are at the Vendor facility.

3.4. Medical and Dental Care Services:

3.4.1. NH Department of Corrections inmates in the Vendor facility shall have access to and be provided with medical and dental care in accordance with the procedures of the Vendor. Medical or dental services that cannot be provided within the Vendor facility shall be the financial responsibility of the NH Department of Corrections. The NH Department of Corrections shall not pay health care facilities and hospitals more than 110 percent (%) of the Medicare allowable rate for inpatient, outpatient, or emergency room care provided for prisoners in State and County correctional facilities. Healthcare facilities mean ambulatory and specialty-medical service centers licensed under RSA 151, and shall include but not be limited to surgical, rehabilitation, long term care clinics.

3.4.2. Emergency Medical Services: The Vendor shall notify the NH Department of Corrections, Medical Operations Administrator of all emergency medical services to be provided. Services shall occur at a hospital with which the NH Department of Corrections has an established contract or with a medical facility already under contract by the Vendor. The notification and preapproval process shall be established with the NH the Department of Corrections and the Vendor.

Vendor Initials: 

- 3.4.2.1. Subsequent follow up medical care shall be preapproved by the NH Department of Corrections, Medical Operations Administrator.
- 3.4.2.2. The Vendor shall provide transportation when emergency medical services are needed.
- 3.4.2.3. The Vendor shall forward copies of all medical records (information) pertaining to an inmate's emergency medical service and any subsequent follow up care services to the NH Department of Corrections, Medical Operations Administrator.
- 3.4.3. Non-Emergency/Life-Threatening Services: All non-emergency/life-threatening scheduled medical care shall be preapproved by the NH Department of Corrections, Medical Operations Administrator. The preapproval process shall be established with the NH Department of Corrections and the Vendor.
 - 3.4.3.1. The Vendor shall forward copies of all medical records (information) pertaining to an inmate's non-emergency/life-threatening medical care service and any subsequent follow up care services to the NH Department of Corrections, Medical Operations Administrator.
 - 3.4.3.2. The Vendor shall provide transportation when emergency medical services are needed.
- 3.4.4. Dental Care Services: All routine and emergency dental care shall be the responsibility of the NH Department of Corrections to be performed on-site at the NH State Prison for Men (NHSP-M), Concord, NH.
 - 3.4.4.1. The Vendor shall notify the NH Department of Corrections, Medical Operations Administrator of required dental care services.
 - 3.4.4.2. Upon notification, the Medical Operations Administrator will coordinate transportation for the inmate from the Vendor facility to a New Hampshire Department Correctional facility and return transportation to the Vendor facility.
 - 3.4.4.3. The NH Department of Corrections shall provide transportation of the inmate to and from the Vendor facility for dental care services, only.
- 3.5. Pharmaceutical Administration: NH Department of Corrections' inmates shall arrive at the Vendor facility with a two-week supply of their prescribed medications. If additional prescriptions and/or refills of existing prescriptions are required, the Vendor shall provide the prescription, compute the cost of the medications and shall provide NH Department of Corrections with a separate itemized bill by inmate. The Vendor shall utilize the NH Department of Corrections formulary for medications unless otherwise medically indicated. All off-formulary medications will be noted on the monthly invoices for follow-up by our Chief Medical Officer.
- 3.6. Programs: NH Department of Corrections inmates shall participate in the programming delivered to all female inmates in accordance with the percentage of the female inmate population they represent. **The Vendor shall provide a full description of programs offered** and at a minimum shall include:
 - 3.6.1. Substance Abuse Services (SAS):
 - 3.6.1.1. Evidence based gender specific programs shall be delivered by a licensed Alcohol and Drug Counselor (LADC) or a LADC eligible individual.
 - 3.6.1.2. SAS shall include individual counseling, classroom work, and support groups.
 - 3.6.1.3. SAS shall be made available to NH Department of Corrections inmates at a minimum of once each week throughout the year.

Vendor Initials: 

- 3.6.2. Mental Health Services:
 - 3.6.2.1. Throughout the duration of incarceration at the Vendor facility, a NH Department of Corrections inmate shall have access to a licensed mental health clinician who provides treatment to include but not limit to crisis management, coping skills and women's issues. Psychiatric staff will also be available for maintenance of their psychiatric issues and diagnostic clarification of new cases and management of existing psychiatric conditions upon referral from the Vendor's licensed mental health clinician.
- 3.6.3. Educational Services:
 - 3.6.3.1. NH Department of Corrections inmates shall be able to participate in GED and high school credit bearing classes provided by a Department of Education certified instructor on a weekly basis.
- 3.7. Vendor Rules and Policies: NH Department of Corrections inmates shall engage in programming, recreation and visitation in accordance with the rules and policies of the Vendor, notwithstanding 3.8.3.
 - 3.7.1. The Department of Corrections inmates shall be advised of, and shall adhere to, the rules and policies of the Vendor and shall be subject to the disciplinary processes and sanctions of the Vendor.
- 3.8. Work-Status Compensation:
 - 3.8.1. The Vendor shall allow NH Department of Corrections inmates' access to work and/or skill development opportunities in the Vendor facility and receive the same compensation rates available to other inmates. This compensation shall be included in the daily rate.
 - 3.8.2. All NH Department of Corrections inmates without a paying job will be paid \$1.00 a day, 5 days a week, by the Vendor.
 - 3.8.3. All NH Department of Corrections inmates will be considered employed for visitation purposes.
- 3.9. Searches: The Vendor shall ensure housing units where NH Department of Corrections female inmates shall always have at least one female staff member on duty at all times. Male staff shall not conduct clothed or unclothed searches of female inmates absent emergency circumstances as defined by the Vendor policy.
- 3.10. Prison Rape Elimination Act (PREA):
 - 3.10.1. The Vendor shall have standards consistent with the requirements of the Federal Prison Rape Elimination Act. The NH Department of Corrections shall be notified of any changes to these standards.
 - 3.10.2. A copy of the Vendor PREA standards that satisfy this requirement shall be made available to the NH Department of Corrections and updated by the Vendor when changes are made to the policy.
- 3.11. Transportation of Offender:
 - 3.11.1. Custody transport of an inmate to/from the Vendor facility from/to the NH Department of Corrections shall be the responsibility of the NH Department of Corrections.
 - 3.11.2. The Vendor shall be responsible for all other transportation, except for Dental Care Services, Section 3.4.4 and 3.11.1, above, at no additional charge to the inmate or to the NH Department of Corrections for any transportation required for the inmates while at the Vendor facility.
 - 3.11.3. Transport by the Vendor of a NH Department of Corrections inmate shall occur with at least one (1) Vendor female staff member present at all times.

Vendor Initials: 

- 3.12. Classification Custody: NH Department of Corrections' inmates shall be housed at a classification custody level that most closely parallels the NH Department of Corrections classification system and shall be afforded the privileges in accordance with the NH Department of Corrections classification system. If these privileges are contrary to the procedures of the Vendor, the Vendor's procedures shall take precedence. NH Department of Corrections inmates shall not be housed in a reduced custody setting without the prior written approval of the NH Department of Corrections Classification Administrator or designee.
- 3.13. Inmate Representation: The NH Department of Corrections shall have NH Department of Corrections representative/personnel available to meet with the NH Department of Corrections inmates at the Vendor facility to facilitate release planning and to address concerns raised by the inmates. The NH Department of Corrections shall designate a liaison for the Vendor to contact to resolve questions and concerns regarding the NH Department of Corrections inmates at the Vendor facility and to monitor Contract requirements.

4. Location of Services:

- 4.1. The location requiring this service is marked with an X:

NH Department of Corrections Location Requiring this Service

☒ NH State Prison for Women 317 Mast Road, Goffstown, NH 03045

5. Average Projected Inmate Population: (NOT APPLICABLE)

6. General Service Provisions:

- 6.1. NH Department of Corrections Contact: The Warden, NH State Prison for Women (NHSP-W), or designee shall contact the Vendor when service is needed.
- 6.2. Vendor Credentials: The Vendor shall furnish any valid professional licenses, certifications and/or qualifications required by law for the performance of the requested services of the Contract.
- 6.3. Rules and Regulations: The Vendor agrees to comply with all rules and regulations of the NH Department of Corrections.
- 6.4. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the Contract. This provision will require Governor and Executive Council approval.
- 6.5. Qualifications/Licenses and Credentials: The Vendor shall ensure that qualified professionals possess the required credentials, licenses and/or certificate required by law and regulations to provide the services required.
- 6.6. Change of Ownership: In the event that the Vendor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Vendor or its successors, or assigns for the full remaining term of the Contract, continuing under the Contract with the Vendor or its successors, or assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.
- 6.7. Vendor Designated Liaison: The Vendor shall designate a representative to act as a liaison between the Vendor and the NH Department of Corrections for the duration of the Contract. The Vendor shall notify the NH Department of Corrections of such named Liaison within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the name, title, address, telephone number, fax number and e-mail address of one (1) individual within its organization as a duly authorized

Vendor Initials: 

- representative to whom all correspondence, official notices and requests related to the Vendor's performance under the Contract.
- 6.7.1. Any written notice to the Vendor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Vendor under this paragraph.
 - 6.7.2. The Vendor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
 - 6.7.3. Changes of the named Liaison by the Vendor must be made in writing and forwarded to: NH Department of Corrections, Warden, NHSP-W, 317 Mast Road, GoffstownConcord, NH 03045.
- 6.8. Vendor Liaisons Responsibilities: The representative shall be responsible for:
- 6.8.1. represent the Vendor on all matters pertaining to the Contract. Such a representative shall be authorized and empowered to represent the Vendor regarding all aspects of the Contract;
 - 6.8.2. monitor the Vendor's compliance with the terms of the Contract;
 - 6.8.3. receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract; and
 - 6.8.4. meet with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 6.9. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections Commissioner of Corrections, or designees, shall act as liaison between the Vendor and NH Department of Corrections for the duration of the Contract. NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract and shall provide the Vendor with written notice of such change. NH Department of Corrections representative shall be responsible for:
- 6.9.1. represent NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent NH Department of Corrections regarding all aspects of the Contract subject to the New Hampshire Governor and Executive Council approval, where needed;
 - 6.9.2. monitor compliance with the terms of the Contract;
 - 6.9.3. respond to all inquiries and requests related to the Contract made by the Vendor, under the terms and in the time frames specified by the Contract;
 - 6.9.4. meet with the Vendor's representative on a periodic or as-needed basis and resolving issues which arise; and
 - 6.9.5. inform the Vendor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 6.10. Reporting Requirements: The Vendor shall provide reports as requested below:
- 6.10.1. the Vendor shall provide any and all reports as requested on an as needed basis according to a schedule and format to be determined by the NH Department of Corrections including but not limited to monthly summary of inmates served, medical and health, programming and educational services and work compensation provided by the Vendor;
 - 6.10.2. any information requested by the NH Department of Corrections; and

Vendor Initials:



6.10.3. review reports submitted by the Vendor. NH Department of Corrections shall determine the acceptability of the reports. If they are not deemed acceptable, NH Department of Corrections shall notify the Vendor and explain the deficiencies.

6.11. Performance Evaluation: NH Department of Corrections shall, at its sole discretion:

6.11.1. monitor and evaluate the Vendor's compliance with the terms of the Contract;

6.11.2 request additional reports the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Vendor under the Contract.

7. Other Contract Provisions:

7.1. Modifications to the Contract: In the event of any dissatisfaction with the Vendor's performance, the NH Department of Corrections will inform the Vendor of any dissatisfaction and will include requirements for corrective action.

7.1.1. The Department of Corrections has the right to terminate the Contract, if the NH Department of Corrections determines that the Vendor is:

- not in compliance with the terms of the Contract, or; and
- as otherwise permitted by law or as stipulated within this Contract.

7.2. Coordination of Efforts: The Vendor shall fully coordinate their activities in the performance of the Contract with those of the NH Department of Corrections. As the work of the Vendor progresses, advice and information on matters covered by the Contract shall be made available by the Vendor to NH Department of Corrections as requested by NH Department of Corrections throughout the effective period of the Contract.

8. Bankruptcy or Insolvency Proceeding Notification:

8.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Vendor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Vendor must notify the NH Department of Corrections immediately.

8.2. Upon learning of the actions herein identified, the NH Department of Corrections reserves the right at its sole discretion to either cancel the Contract in whole or in part, or, re-affirm the Contract in whole or in part.

9. Embodiment of the Contract:

9.1. The Contract between the NH Department of Corrections and the Vendor shall consist of:

9.1.1. the Request for Proposal (RFP) and any amendments thereto;

9.1.2. the proposal submitted by the Vendor in response to the RFP; and/or

9.1.3. a negotiated document (Contract) agreed to by and between the parties that is ratified by a "meeting of the minds" after careful consideration of all of the terms and conditions and that which is approved by the Commissioner of the NH Department of Corrections and the Governor and Executive Council of the State of New Hampshire.

9.2. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the negotiated document noted in 9.1.3. shall govern.

9.3. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor's Proposal and/or the result of a Contract.

Vendor Initials: 

10. Cancellation of Contract:

- 10.1. The Department of Corrections may cancel the Contract at any time for breach of Contractual obligations by providing the Vendor with a written notice of such cancellation.
- 10.2. Should the NH Department of Corrections exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.
- 10.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Vendor a written notice of such termination at least sixty (60) days prior to the effective termination date.
- 10.4. The NH Department of Corrections reserves the right to cancel the Contract for the convenience of the State with no penalties by giving the Vendor sixty (60) days notice of said cancellation.

11. Vendor Transition:

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

12. Audit Requirement:

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

13. Additional Items/Locations:

Upon agreement of both parties additional equipment and/or other facilities may be added to the Contract. In the same respect, equipment and/or facilities listed as part of the provision of services of the Contract may be deleted as well.

14. Information:

- 14.1. In performing its obligations under the Contract, the Vendor may gain access to information of the inmates/patients, including confidential information. The Vendor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Vendor's performance under the Contract.
- 14.2. The Vendor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the inmate/patient that becomes available to the Vendor in connection with its performance under the Contract.
- 14.3. In the event of unauthorized use or disclosure of the inmates/patients information, the Vendor shall immediately notify the NH Department of Corrections.
- 14.4. All material developed or acquired by the Vendor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Vendor shall be released to the public without the prior written consent of NH Department of Corrections.

15. Special Notes:

- 15.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 15.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract.

Vendor Initials: 

Scope of Services

Exhibit A

Page 8 of 8

- 15.3 Locations per Contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Vendor.
- 15.4. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:
 - 14.1. give the Contractor fourteen (14) days written notice of the proposed change; and
 - 14.2. secure the Contractor's written agreement to the proposed changes.
- 15.5. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.
- 15.6. Any change in the Contract including the Vendor responsibilities and NH Department of Corrections responsibilities described herein, whether by modification and or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representatives of the Vendor and the NH Department of Corrections approved by the Governor and Executive Council.

Vendor Initials:



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

1. Estimated Budget:

1.1. Estimated Budget	NHDOC 11-04-GFADM
Name of Bidder:	<u>Strafford County</u>

Bidder's Daily per Diem Rate per Offender	\$ <u>56.00</u> (insert per diem rate here).
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2. Method of Payment:

- 2.1. The NH Department of Corrections shall pay the daily rate for the first day of delivery of the inmate to the Vendor facility, but not the last day that the inmate is released back to the NH Department of Corrections custody.
- 2.2. It is understood that the total payments made by the NH Department of Corrections under this agreement shall not exceed the sum listed on the P-37, version 1/09, section 1.8 – Price Limitation.
- 2.3. The Contractor shall complete and submit an itemized monthly invoice by inmate for the per diem rate containing the following information:
 - 2.3.1. inmate name, ID number;
 - 2.3.2. dates of service(s) provided;
 - 2.3.3. per diem rate according to the contract,
 - 2.3.4. itemized invoice by inmate and dates or period of service provided (number of days per inmate multiplied by the daily per diem rate);
 - 2.3.5. total cost for all inmates.
- 2.4. Due dates for monthly invoices and monthly program reports shall be the 15th of the month following the month in which services are provided.
- 2.5. Invoices and any required reports shall be sent to the attention of Warden, NH State Prison for Women, 317 Mast Road, Goffstown, NH 03045. The Warden of the NH State Prison for Women shall be responsible for approving invoices for payment.
- 2.6. Once approved, the original invoice shall be sent to the Department's Bureau of Financial Services for processing and issuance of payment.
- 2.7. Within thirty (30) days of receipt of an approved invoice, the NH Department of Corrections, Bureau of Financial Services, shall reimburse the Contractor the amount of the Contractor's approved invoice.
- 2.8. The NH Department of Corrections may make adjustments of the payment amount and/or suspension of payments if the following occur: The program reports are not submitted in accordance with the instructions established by the NH Department of Corrections or the invoice is incorrect.
- 2.9. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618W.

Vendor Initials: CN

Section D: Special Provisions, Exhibit C

1. Special Provisions:

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

The remainder of this page is intentionally blank.

Vendor Initials: 

**CERTIFICATE FOR
MUNICIPALITIES**

I, (insert name) Catherine A. Cheney, of (insert Municipality name)
Strafford County, Do hereby certify to the following assertions:

1. I am a duly elected and acting Clerk/Secretary for the Municipality documented above, which is in the State of
(insert name of State) New Hampshire
2. I maintain and have custody of, and am familiar with, the minute books of the Municipality;
3. I am duly authorized to issue certificates with respect to the contents of such books;
4. The following are true, accurate and complete copies of the resolutions adopted during an official meeting of the
Municipality. Said meeting was held in accordance with the laws and by-laws of the State, upon the following
date: (insert meeting date) March 11, 2011.

RESOLVED: That this Municipality shall enter into a contract with the State of New Hampshire, acting by and
through the Strafford County Commissioners

_____ providing for the performance by this Municipality
of certain services as documented within the foregoing Lease, and that the official listed, (document the title of the
official authorizing the contract, and document the name of the individual filling that position) Chairman
George Maglaras, on behalf of this Municipality, is authorized and directed to enter into
the said lease contract with the State of New Hampshire, and that they are to take any and all such actions that
may be deemed necessary, desirable or appropriate in order to execute, seal, acknowledge and deliver any and all
documents, agreements and other instruments on behalf of this Municipality in order to accomplish the same.

RESOLVED: That the signature of the above authorized party or parties of this Municipality, when affixed to
any instrument of document described in, or contemplated by, these resolutions, shall be conclusive evidence of the
authority of said parties to bind this Municipality, thereby:

5. The foregoing resolutions have not been revoked, annulled, or amended in any manner what so ever, and remain
in full force and effect as of the date hereof;
6. The following person or persons have been duly elected to, and now occupy, the Office or Offices indicated: (fill in
the appropriate names of individuals for each titled position)

Chairman George Maglaras

Vice Chairman Robert J. Watson

Clerk Catherine A. Cheney

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date: (insert date of
signing) Catherine A. Cheney

Clerk/Secretary (signature) Catherine A. Cheney

In the State and County of: (State and County names) New Hampshire, Strafford County

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: _____
New Hampshire, COUNTY OF: Strafford UPON THIS DATE (insert
full date) April 5, 2011, appeared before me (print full name of notary) JILL K. SHEING
_____, the undersigned officer personally appeared (insert officer's name) _____

Catherine A. Cheney

who acknowledged him/herself to be (insert title, and the name of municipality) _____

Strafford County Commissioner

_____ and that being authorized to
do so, he/she executed the foregoing instrument for the purposes therein contained, by signing by him/herself in the name
of the Municipality.

In witness whereof I hereunto set my hand and official seal. (Provide signature, seal and expiration of commission)

Jill K. Sheing

JILL K. SHEING, Notary Public
My Commission Expires October 31, 2012



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CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate 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 afforded by the coverage categories listed below.

Participating Member: Strafford County 259 County Farm Road Dover, NH 03820		Member Number: 605	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not												
☒ General Liability (Occurrence Form) Professional Liability (describe) ☐ Claims Made ☐ Occurrence	1/1/2011	1/1/2012	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td>General Aggregate</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td>Fire Damage (Any one fire)</td><td style="text-align: right;">\$</td></tr> <tr><td>Med Exp (Any one person)</td><td style="text-align: right;">\$10,000</td></tr> </table>	Each Occurrence	\$ 5,000,000	General Aggregate	\$ 5,000,000	Fire Damage (Any one fire)	\$	Med Exp (Any one person)	\$10,000				
Each Occurrence	\$ 5,000,000														
General Aggregate	\$ 5,000,000														
Fire Damage (Any one fire)	\$														
Med Exp (Any one person)	\$10,000														
☒ Automobile Liability Deductible Comp and Coll: \$1,000 Any auto	1/1/2011	1/1/2012	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Combined Single Limit (Each Accident)</td><td style="text-align: right;">\$5,000,000</td></tr> <tr><td>Aggregate</td><td></td></tr> </table>	Combined Single Limit (Each Accident)	\$5,000,000	Aggregate									
Combined Single Limit (Each Accident)	\$5,000,000														
Aggregate															
☒ Workers' Compensation & Employers' Liability	1/1/2011	1/1/2012	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">☒</td> <td style="width: 75%;">Statutory</td> <td style="width: 20%;"></td> </tr> <tr><td></td><td>Each Accident</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td></td><td>Disease — Each Employee</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td></td><td>Disease — Policy Limit</td><td style="text-align: right;">\$</td></tr> </table>	☒	Statutory			Each Accident	\$2,000,000		Disease — Each Employee	\$2,000,000		Disease — Policy Limit	\$
☒	Statutory														
	Each Accident	\$2,000,000													
	Disease — Each Employee	\$2,000,000													
	Disease — Policy Limit	\$													
☒ Property (Special Risk includes Fire and Theft)	1/1/2011	1/1/2012	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Blanket Limit, Replacement Cost (unless otherwise stated)</td><td style="text-align: right;">Deductible: 1,000</td></tr> </table>	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: 1,000										
Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: 1,000														

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER: NH Dept of Corrections PO Box 1806 Concord, NH 03302-1806	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange By: <i>Tammy Denver</i> Date: 3/9/2011 tdenver@nhprimex.org Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
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**New Hampshire Department of Corrections
Division of Administration
Contract/Grant Unit**

Comprehensive General Liability Insurance Acknowledgement Form

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

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

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

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

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

- ☐ (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

Please indicate your current comprehensive general liability coverage limits below, sign, date and return with your proposal package.

\$ _____ Per Claim \$ 2 m Per Incident/Occurrence \$ 2 m General Aggregate

Shane A. Figueira, Finance
Signature & Title Director

4/5/11
Date

This acknowledgement must be returned with your proposal.