



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

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HELEN E. HANKS
COMMISSIONER

JONATHAN K. HANSON
DIRECTOR

me
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January 26, 2022

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

REQUESTED ACTION

Authorize the NH Department of Corrections (NHDOC) to amend an existing contract with, Carroll County (VC# 177369), 50 County Farm Road, Ossipee, NH 03864 for the provision of Alternative Housing for the State-Sentenced Females services by increasing the price limitation by \$246,273.90 from \$369,242.40 to \$615,516.30 and extending the completion date from June 30, 2022 to June 30, 2024 effective upon Governor and Executive Council approval. The original contract was approved by Governor and Executive Council on May 15, 2019, Item #45. 100% General Funds

Funding is available in account, *NH Correctional Facility for Women (NHCF-W)*, as follows:
02-46-46-463510-3374-102-500731. Funding for SFY 2024 is contingent upon the availability and continued appropriation of funds.

Carroll County

Account	Description	FY 20-22	FY 23	FY 24	Total
02-46-46-463510-3374-102-500731	Contract for Program Services	\$ 369,242.40	-	-	\$ 369,242.40

Amendment Agreement #1

Account	Description	FY 20-22	FY 23	FY 24	Total
02-46-46-463510-3374-102-500731	Contract for Program Services	-	\$ 122,968.50	\$ 123,305.40	\$ 246,273.90

Total Contract Amount	\$ 369,242.40	\$ 122,968.50	\$ 123,305.40	\$ 615,516.30
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EXPLANATION

This Contract will provide an alternative housing location for those female residents who are under the NH Department of Corrections' control for the purpose of "Facility Keep Separate" orders. Facility Keep Separate orders may be instituted to those residents who cannot be housed in the same facility due to serious safety concerns, which may consist of criminal cases of opposing testimony and/or victims of assaults committed by another resident housed in the same facility.

Residents of the Department that are housed at Carroll County for more than forty-five (45) days have access to an array of programmatic opportunities including cognitive behavioral therapy (CBT), *Thinking for a Change*, *Seeking Safety*, intensive re-entry planning, *Motivational Interviewing*, educational classes; parenting and family education, substance abuse groups, *Helping Women Recover*, coupled with individual counseling and case management.

This Contract will maintain the necessary standard of custody and delivery of program services. The daily average of resident housing is estimated at six (6) females, with an allowance of up to twelve (12) at any one time, if necessary, at a daily rate of \$56.15 per resident.

Respectfully Submitted,


Helen E. Hanks
Commissioner



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HELEN E. HANKS
COMMISSIONER

JONATHAN K. HANSON
DIRECTOR

AMENDMENT AGREEMENT # 1

This amendment is between the State of New Hampshire, acting by and through the STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS ("State" or "Department"), and Carroll County, ("Contractor"), a New Hampshire Municipality with a place of business at 50 County Farm Road, Ossipee, NH 03864.

WHEREAS, pursuant to a Contract ("Agreement 2019-45") approved by the Governor and Executive Council on May 15, 2019 #45 with an effective date of July 1, 2019, the Contractor agreed to perform Alternative Housing for State-Sentenced Females Services based upon the terms and conditions specified in the original Agreement as amended and in consideration of certain sums specified; and

WHEREAS, the State and Contractor have agreed to make changes to the completion date and price limitation of the Agreement; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement and Exhibit A, Paragraph 2., Terms of Contract, the State may renew the Agreement for one (1) additional period of up to two (2) years only by an instrument in writing signed by the parties;

WHEREAS, the parties agree to extend the Agreement for two (2) additional years and increase the price limitation; and

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

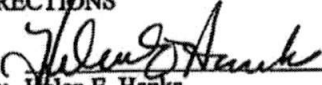
To amend as follows:

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read: "June 30, 2024";
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: "\$615,516.30" a total increase of \$246,273.90.
3. Scope of Services, Exhibit A, Section 2., Terms of Contract, to read:

"Amendment #1 exercises the option to renew for one (1) additional period of up to two (2) years and shall become effective on July 1, 2022 for the period of July 1, 2022 through June 30, 2024 with the approval of the Commissioner of the NH Department of Corrections (NHDOC) and upon Governor and Executive Council (G&C) approval."
4. That all other provisions of the original Agreement shall remain in full force and effect.

SIGNATURE PAGE TO AMENDMENT AGREEMENT #1 TO: Alternative Housing for State-Sentenced Females Services 2019-45 ("Agreement").

**STATE OF NEW HAMPSHIRE DEPARTMENT OF
CORRECTIONS**

By: 
Name: Helen E. Hanks
Title: Commissioner
Date: 1/26/2022

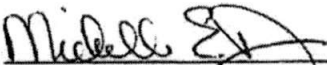
Carroll County

By: 
Name: Terry McCarthy
Title: Chairman
Date:

STATE OF New Hampshire
COUNTY OF Carroll

On this 20th day of January 2022, before me, Michelle Rogers the undersigned officer, personally appeared Terry McCarthy, 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.


Notary Public/Justice of the Peace

MICHELLE E. ROGERS, Notary Public
State of New Hampshire
My Commission Expires May 17, 2022

My Commission Expires: 05/17/2022


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

2/16/2022
Date

Approved by the N.H. Governor and Executive Council

Date

**CERTIFICATE FOR
MUNICIPALITIES**

I, (insert name) Kimberly J Tessari, of (insert Municipality name) Carroll 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) January 20, 2022.

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

Terry McCarthy, 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 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, this resolution, 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 whatsoever, 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 Commissioner, Chairman: Terry McCarthy
County Commissioner, Vice-Chairman: Matthew Plache
County Commissioner, Clerk: Kimberly J Tessari

IN WITNESS WHEREOF: As the Clerk of this municipality, I sign below upon this date: (insert date of signing) January 20, 2022

Clerk (signature) [Signature]

In the State and County of: (State and County names) Carroll 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: Carroll UPON THIS DATE (insert full date) 01/20/2022, appeared before me (print full name of notary) Michelle E. Rogers, the undersigned officer personally appeared (insert officer's name) Kimberly Tessari

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

[Signature]
(Name of Notary Public)

05/17/2022
(Expiration of Commission)



MICHELLE E. ROGERS, Notary Public
State of New Hampshire
My Commission Expires May 17, 2022



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: Carroll County 95 Water Village Road Ossipee, NH 03864		Member Number: 600	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	
☒ General Liability (Occurrence Form) Professional Liability (describe) ☐ Claims Made ☐ Occurrence	7/1/2021	7/1/2022	Each Occurrence	\$ 1,000,000
			General Aggregate	\$ 2,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
☐ Automobile Liability Deductible Comp and Coll: \$1,000 ☐ Any auto			Combined Single Limit (Each Accident)	
☐ Workers' Compensation & Employers' Liability			Statutory	
			Each Accident	
			Disease – Each Employee	
			Disease – Policy Limit	
☐ Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: With regards to renewal of a contract between State of NH Correctional Facility for Women and Carroll County House of Corrections. The certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered.

CERTIFICATE HOLDER:	X	Additional Covered Party	Loss Payee	Primex ³ – NH Public Risk Management Exchange
State of New Hampshire NH Department of Corrections PO Box 1806 Concord, NH 03302-1806				By: <i>Mary Beth Purcell</i>
				Date: 1/18/2022 mpurcell@nhprimex.org
				Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



CERTIFICATE OF COVERAGE

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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	7/1/2021	7/1/2022	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	7/1/2021	7/1/2022	Combined Single Limit (Each Accident)	\$5,000,000
			Aggregate	\$5,000,000
☒ Workers' Compensation & Employers' Liability	1/1/2022	1/1/2023	☒ Statutory	
			Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	
☒ Property (Special Risk includes Fire and Theft)	7/1/2021	7/1/2022	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ – NH Public Risk Management Exchange
State of New Hampshire NH Department of Corrections PO Box 1806 Concord, NH 03302-1806			By: <i>Mary Beth Purcell</i>
			Date: 1/18/2022 mpurcell@nhprimex.org
			Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

Cor 307 Items Considered Contraband. Contraband shall consist of:

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

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

COR 307.03 Searches and Inspections Authorized.

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

Terry McCarthy, Chairman
Name

Signature

Terry McCarthy

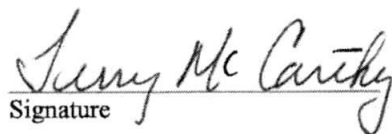
Date

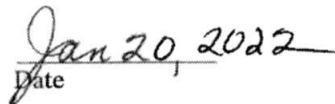
Jan 20, 2022

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

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

Terry McCarthy, Chairman
Name


Signature


Date

NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

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

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

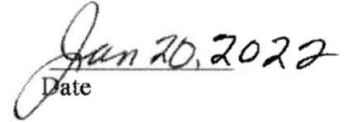
Any violation of the above may result in immediate termination of any and all contractual obligations.

Terry McCarthy, Chairman

Name



Signature



Date

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

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

(1) Definitions

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

(2) Use and Disclosure of Protected Health Information

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

b. Business Associate may use or disclose PHI:

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

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

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

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

(3) Obligations and Activities of Business Associate

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

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

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

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

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

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

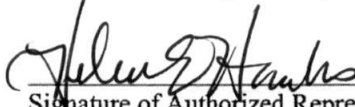
d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA and the Privacy and Security Rule.

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

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

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

NH Department of Corrections
State of New Hampshire Agency Name

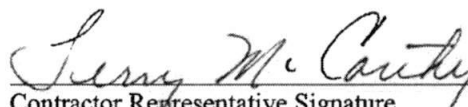

Signature of Authorized Representative

Helen E. Hanks
Authorized DOC Representative Name

Commissioner
Authorized DOC Representative Title

1/26/2022
Date

Carroll County
Contractor Name


Contractor Representative Signature

Terry McCarthy
Authorized Contractor Representative Name

Chairman, County Commissioner
Authorized Contractor Representative Title

Jan 20, 2022
Date



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HELEN E. HANKS
COMMISSIONER

JONATHAN K. HANSON
DIRECTOR

PRISON RAPE ELIMINATION ACT

ACKNOWLEDGEMENT FORM

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

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

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

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

As a Contractor and/or Subcontractor of the NH Department of Corrections, I acknowledge that I have been provided information on the Prison Rape Elimination Act of 2003 Public Law 108-79—Sept. 4, 2003 and have been informed that as a Contractor and/or Subcontractor of the NH Department of Corrections, sexual conduct between Contractor and/or Subcontractor and offenders is prohibited. Sexual harassment or sexual misconduct involving an offender can be a violation of NH RSA 632-A:2, 632-A:3 and 632-A:4, Chapter 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): Terry McCarthy
(Name of Contract Signatory)

Date: Jan 20, 2022

Signature: Terry McCarthy
(Signature of Contract Signatory)

County of Carroll
Commissioner's Meeting
Carroll County Administration Building
January 20, 2022

Present: Chairman Terry McCarthy, Vice-Chairman Matthew Plache, Clerk Kimberly Tessari, CFO Bonnie Batchelder, Executive Coordinator Mellisa Seamans, CCHOC Superintendent Sean Eldridge, Ed Comeau (www.governmentoversite.com)

Pledge of Allegiance

Public Comment

None

Media Questions

None

Approval of Meeting Minutes

MOTION: "Approve January 13, 2022 meeting minutes" by Comm'r Plache, 2nd Chmn. McCarthy. Passed 2-0. Comm'r Tessari absent for the vote.

Manifest

A/P -January 14 \$466,881.51

Treasurer Report

None

Hales Location

The Board reviewed the December profit and loss statement.

MOTION: "To authorize the treasurer to sign a check in the amount of \$46.12 payable to Harrington" by Comm'r Plache, 2nd Comm'r Tessari. Passed 3-0

Other Business

The Board signed the previously approved one-year Checkmate contract.

MOTION: "To authorize the Chair to sign the Checkmate contract" by Comm'r Plache, 2nd Comm'r Tessari. Passed 3-0

Recess at 9:19 a.m. Reconvened at 9:33 a.m.

Non-Public Session

The Board received a request for a non-public session from Tamworth Selectmen Chair Rebecca Mason.

MOTION: "To enter into a non-public session under NH RSA 91-A, II (c) and (i)" by Comm'r Tessari, 2nd Comm'r Plache. Passed by roll call vote 3-0

The Board reconvened and voted 3-0 to seal the minutes. (10:14 a.m.)

NH Correctional Facility for Women Contract

Supt. Eldridge presented the proposed renewal of the contract.

MOTION: "Be it resolved that this Municipality shall enter into a contract with the State of New Hampshire, acting by and through the Carroll County Commissioners

providing for the performance of the County of certain services as documented within the foregoing Lease, and that the official listed, Terry McCarthy, Chairman, on behalf of the County, 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 ("the County") in order to accomplish the same.

That the signature of the above authorized party or parties of this Municipality, when affixed to any instrument or document described in, or contemplated by, this resolution, shall be conclusive evidence of the authority of said parties to bind this County" by Comm'r Plache, 2nd Comm'r Tessari. Passed 3-0

CDBG Grant

The Commissioners considered a request to advertise an RFP for selection of a CDBG grant writer for the Bluebird Project. CFO Batchelder said the County is just a pass through and should not be a project the County takes on. She said the Bluebird Project should develop the RFP, advertise it, receive the responses and make a hiring recommendation to the Commissioners. Comm'r Plache questioned if the Conway project is an allowable use. CFO Batchelder said the County should not endorse a grant if all other funding is not in place.

Cell Phone Stipend Policy

MOTION: "To adopt the Cell Phone Stipend Policy" by Comm'r Plache, 2nd Comm'r Tessari. Passed 3-0

MOTION: "To approve \$43.00 per month as the stipend for use of personal cell phones" by Comm'r Plache, 2nd Comm'r Tessari. Passed 3-0

Non-Public Session

MOTION: "To enter into a non-public session under NH RSA 91-A, II (b) and (c)" by Comm'r Tessari, 2nd Comm'r Plache. Passed by roll call vote 3-0

The board reconvened and did not seal the minutes of Session I (b) but did vote unanimously to seal Session II (c). Chmn. McCarthy announced the hiring of Taylor Gunn as the MVC HR Generalist.

The Board recessed until January 21 at 10:00 a.m. at which time a quorum plans to attend the Delegation meeting.

Minutes approved on ____January 27, 2022____

Terry McCarthy, Chairman

Matthew Plache, Vice-Chairman

Kimberly Tessari, Clerk



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Helen E. Hanks
Commissioner

Robin H. Maddaus
Director

G & C

Pending _____

Approved MAY 15, 2019

Item # #45

April 10, 2019

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

REQUESTED ACTION

Authorize the NH Department of Corrections to enter into a contract with Carroll County (VC# 177369), 50 County Farm Road, Ossipee, NH 03864, in the amount of \$369,242.40, for the provision of Alternative Housing for State-Sentenced Females services, for the period beginning July 1, 2019 through June 30, 2022, effective upon Governor and Executive Council approval, with the option to renew for two (2) additional periods of up to one (1) year each. 100 % General Funds.

Funding is available in the following account, NH Correctional Facility for Women (NHCF-W): 02-46-46-463510-3374-102-500731, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office, if needed and justified. Funding for SFY 2020 through SFY 2022 is contingent upon the availability and continued appropriation of funds.

Carroll County					
Account	Description	SFY 20	SFY 21	SFY 22	Total
02-46-46-463510-3374-102-500731	Contract for Program Services	123,305.40	122,968.50	122,968.50	369,242.40
Total Contract Amount:		\$ 123,305.40	\$ 122,968.50	\$ 122,968.50	\$ 369,242.40

EXPLANATION

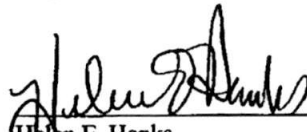
This Contract will provide an alternative housing location for those female residents who are under the NH Department of Corrections' control for the purpose of "Facility Keep Separate" orders. Facility Keep Separate orders may be instituted to those residents who cannot be housed in the same facility due to serious safety concerns, which may consist of criminal cases of opposing testimony and/or victims of assaults committed by another resident housed in the same facility.

Residents of the Department that are housed at Carroll County for more than forty-five (45) days have access to an array of programmatic opportunities including cognitive behavioral therapy (CBT), *Thinking for a Change*, *Seeking Safety*, intensive re-entry planning, *Motivational Interviewing*, educational classes; parenting and family education, substance abuse groups, *Helping Women Recover*, coupled with individual counseling and case management.

The Request for Proposal (RFP) was posted on the NH 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 their proposal. In accordance with the Terms and Conditions of the RFP, the Department awarded the contract to Carroll County, Department of Corrections, in the amount of \$369,242.40. This RFP was scored utilizing a consensus methodology by a three (3) person evaluation committee for the purpose of preserving the privacy of the evaluators. The evaluation committee consisted of the following NH Department of Corrections employees: Joanne Fortier, Warden, NHCF-W, Nicole Plante, Captain, NHCF-W, and Athena Panas, Lieutenant, NHCF-W.

This Contract will maintain the necessary standard of custody and delivery of program services. The daily average of resident housing is estimated at six (6) females, with an allowance of up to twelve (12) at any one time, if necessary, at a daily rate of \$56.15 per resident.

Respectfully Submitted,

A handwritten signature in dark ink, appearing to read 'Helen E. Hanks', is written over a horizontal line.

Helen E. Hanks
Commissioner



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Helen M. Hanks
Commissioner

Robin H. Maddaus
Director

RFP Scoring Matrix
Alternative Housing for State-Sentenced Females
NHDOC 19-01-GFADM

Respondents:

- *Carroll County Department of Corrections*
50 County Farm Road
Ossipee, NH 03864
- *Strafford County Department of Corrections*
266 County Farm Road
Dover, NH 03820

Scoring Matrix Criteria:

- Proposals were evaluated based on the proven ability of the respondents to satisfy the provisions set forth in the Scope of Services in the most technical and cost-effective manner.
 1. Total Estimated Cost – 35 points
 2. Organizational Capability – 45 points
 3. Program Structure/Plan of Operation – 20 points
 4. References – Pass/Fail

NHDOC 19-01-GFADM RFP Scoring Matrix			
Evaluation Criteria	RFP Weight Point Value	Carroll County Department of Corrections	Strafford County Department of Corrections
Total Estimated Cost	35	35	17
Organizational Capability	45	41	45
Program Structure/Plan of Operation	20	20	20
References	Pass/Fail	Pass	Pass
Total	100	96	82

Contract Award:

- *Carroll County Department of Corrections*
50 County Farm Road
Ossipee, NH 03864



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Robin H. Maddaus
Director

**RFP Bid Evaluation and Summary
Alternative Housing for State-Sentenced Females
NHD0C 19-01-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:

- Proposals will be evaluated based upon the proven ability of the respondents to satisfy the requirements of this request in the most cost-effective manner. Specific criteria are:
 - a. Total Estimated Cost – 35 points
 - b. Organizational Capability – 45 points
 - c. Program Structure/Plan of Operation – 20 points
 - d. References – Pass/Fail
- 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 30 of NHD0C 19-01-GFADM Alternative Housing for State-Sentenced Females RFP.
 - a. The contract will be awarded to the Bidder submitting a response based on the demonstrated capabilities and skills in relation to the needs of the services identified in the RFP without reducing the current functions of the Department and as long as the Vendor's Total Estimated Cost, Organizational Capability, Program Structure/Plan of Operation and References are acceptable to the Department.

Evaluation Team Members:

- Joanne Fortier, Warden, NH Correctional Facility for Women (NHCF-W), NH Department of Corrections
- Nicole Plante, Captain, NH Correctional Facility for Women (NHCF-W), NH Department of Corrections
- Athena Panas, Lieutenant, NH Correctional Facility for Women (NHCF-W), NH Department of Corrections

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



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RFP Evaluation Committee Member Qualifications
Alternative Housing for State-Sentenced Females
NHDOC 19-01-GFADM

Joanne Fortier, Warden, NH Correctional Facility for Women (NHCF-W), Department of Corrections:

Ms. Fortier has served as the Warden of the NH Correctional Facility for Women since 2007. She is responsible for the security and daily operations of the facility. Ms. Fortier has worked for the NH Department of Corrections for thirty-three years. She began her career as a Correctional Officer at the NH State Prison for Men. She served as a Probation Parole Officer, Chief Probation Parole Officer, Assistant Director of Field Services, Acting Director of Field Services and Director of Community Corrections before transitioning to the NHCF-W. She has a bachelor's degree in Criminal Justice from the University of New Hampshire. She has experience evaluating and scoring bidder proposals submitted to the NHDOC.

Nicole Plante, Captain, NH Correctional Facility for Women, (NHCF-W), Department of Corrections:

Ms. Plante has held the position of Captain for the NH Correctional Facility for Women since 2015. In this capacity, Ms. Plante's role is to supervise, coordinate and maintain security activities and resident control within the NHCF-W. Inclusive of the supervisory and security responsibilities, Ms. Plante is the PREA Compliance Manager for the facility and is a member of the NH Attorney General's Sexual Assault Response Team (SART). Prior to Ms. Plante's promotion to Captain, she was promoted to Sergeant in 2006 from a Correctional Officer's position.

Athena Panas, Lieutenant, NH Correctional Facility for Women, (NHCF-W), Department of Corrections:

Since 2018, Ms. Panas has served as Lieutenant for the NH Correctional Facility for Women, with the primary responsibility of supervising correctional personnel and resident activities. Ms. Panas is a PREA Preliminary Investigator and is an active member of the Special Emergency Response Team (SERT). Prior to Ms. Panas' promotion to Lieutenant she was promoted to Sergeant in 2016 and Corporal in 2014 and started her career with the Department as a Correctional Officer in 2011.



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Helen E. Hanks
Commissioner

Robin H. Maddaus
Director

Bidders List
Alternative Housing for State-Sentenced Females
NHDOC 19-01-GFADM

Belknap County Department of Corrections
76 County Drive
Laconia, NH 03246
Superintendent: Keith Gray
kgray@belknapcounty.org
Phone: (603) 527-5480
www.belknapcounty.org

Hillsborough County Department of Corrections
445 Willow Street
Manchester, NH 03103
Superintendent: David Dionne
Phone: (603) 627-5620
www.hillsboroughcountydoc.org

Carroll County Department of Corrections
50 County Farm Road
P.O. Box 688
Ossipee, NH 03864
Superintendent: Jason Henry
Phone: (603) 539-2282 ext. 1000
www.carrollcountynh.net

Merrimack County Department of Corrections
314 Daniel Webster Highway
Boscawen, NH 03303
Superintendent: Ross Cunningham
RCunningham@mcdoc.net
Phone: (603) 796-3600
www.merrimackcounty.net

Cheshire County Department of Corrections
825 Marlboro Road
Keene, NH 03431
Superintendent: Richard Van Wickler
Phone: (603) 903-1600
Fax: (866) 270-1609
www.co.cheshire.nh.us

Rockingham County Department of Corrections
99 North Road
Brentwood, NH 03833
Superintendent: Stephen A. Church
schurch@co.rockingham.nh.us
Phone: (603) 679-2244
Fax: (603) 679-9465
www.co.rockingham.nh.us

Coos County Department of Corrections
168 County Farm Road
P.O. Box 10
West Stewartstown, NH 03597
Superintendent: Ben Champagne
Phone: (603) 246-3315
Fax: (603) 246-7081
www.cooscountynh.us

Strafford County Department of Corrections
266 County Farm Road
Dover, NH 03820
Superintendent: Chris Brackett
cbrackett@co.strafford.nh.us
Phone: (603) 742-3310
www.co.strafford.nh.us

**Alternative Housing for State-Sentenced Females
Bidders List
NHDOC 19-01-GFADM**

Grafton County Department of Corrections
3887 Dartmouth College Highway
North Haverhill, NH 03774
Superintendent: Tom Elliott
telliott@co.grafton.nh.us
Phone: (603) 787-2019
Fax: (603) 787-6011
www.graftoncountynhdoc.us

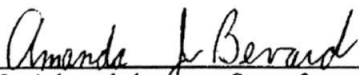
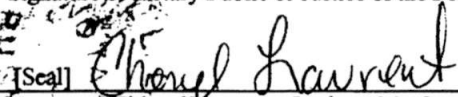
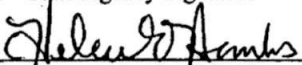
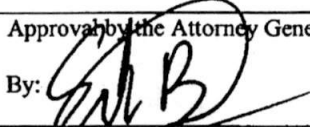
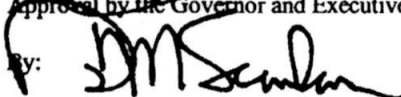
Sullivan County Department of Corrections
103 County Farm Road
Claremont, NH 03743
Superintendent: Dave Berry
dberry@sullivancountynh.gov
Phone: (603) 542-8717 ext. 435
Fax: (603) 542-3198
www.sullivancountynh.gov

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, 105 Pleasant Street Concord, NH 03302	
1.3 Contractor Name Carroll County		1.4 Contractor Address P.O. Box 688, 50 County Farm Road Ossipee, NH 03864	
1.5 Contractor Phone Number 603-539-2282	1.6 Account Number 02-46-46-463510-3374 -102-500731	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$369,242.40
1.9 Contracting Officer for State Agency Helen E. Hanks, Commissioner		1.10 State Agency Telephone Number 603-271-5603	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Amanda Bevard, County Commissioner	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Carroll</u> On <u>April 3, 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]		CHERYL L. LAURENT Notary Public - New Hampshire My Commission Expires June 18, 2019	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Cheryl Laurent Bookkeeper</u>			
1.14 State Agency Signature  Date: <u>4/12/19</u>		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: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>4/26/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By:  DEPUTY SECRETARY OF STATE MAY 15 2019			

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

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 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.

Contractor Initials

ALB

Date

4/8/19

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.

SECTION D: Scope of Services, Exhibit A

1. Purpose:

The NH Department of Corrections is committed to providing safe, secure and humane correctional custody of all offenders (herein known as the "person(s) under Departmental control") remanded to its care. The NH Correctional Facility for Women is dedicated to providing gender specific opportunities for self-improvement for each of the State's female persons under Departmental control to provide an alternative housing solution for those individuals under a "Facility Keep Separate" and Therapeutic Community (TC) Program court orders. In an effort to maintain the high standard of custody and program service delivery to include education, substance abuse, psychiatric and health services, the NH Department of Corrections seeks to place the State's female persons under Departmental control in other correctional facilities.

The NH Department of Corrections is seeking proposals for the provision of alternative housing, confinement and supervision for up to twelve (12) state-sentenced females from the NH Correctional Facility for Women, Concord, NH. The estimated daily average per year is six (6) individuals; however the department requires that provisions can be made for up to twelve (12) individuals at any one time, if necessary.

2. Terms of Contract:

Contract(s) awarded by the Governor and Executive Council through the NH Department of Corrections as a result of this RFP is anticipated to be effective for the period beginning July 1, 2019 or upon approval of the Governor and Executive Council (G&C) whichever is later through June 30, 2022 with an option to renew for two (2) additional periods of up to one (1) year each only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

3. Population Served:

The Contractor shall provide Alternative Housing for State-Sentenced Females for persons under Departmental control from the following facility listed in the table, below, marked with an "X":

Southern Region – Southern NH Correctional Facilities			
X	NH Correctional Facility for Women – (NHCF-W)	42 Perimeter Road	Concord, NH 03301

4. Minimum Required Services:

The Contractor shall provide Alternative Housing for State-Sentenced Females Services to include but not limited to:

- 4.1. Placement of Persons Under Departmental Control: The NH Department of Corrections shall attempt to avoid placing persons under Departmental control with the Contractor 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.
- 4.2. Personal Items for Persons Under Departmental Control: The NH Department of Corrections persons under Departmental control shall receive the same clothing, food, bedding and personal hygiene items as provided to the Contractors' offender population in the facility at no additional cost to the NH Department of Corrections persons under Departmental control or to the NH Department of Corrections.
 - 4.2.1. The following items will be authorized to be transferred with the NH Department of Corrections persons under Departmental control to and from the Contractor facility: sweatshirts, undergarments and sneakers. Persons under Departmental control

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discharged to any NH Department of Corrections facility will retain these items. If the person under Departmental control is discharged to the community, ALL State issued property will be returned to the NH Department of Corrections.

- 4.3. Commissary Services: The Contractor shall offer the NH Department of Correction's persons under Departmental control the same access to the commissary (canteen) as available to the Contractors' offender population and the Contractor shall manage the NH Department of Corrections persons under Departmental control accounts while they are at the Contractors' facility.
- 4.4. Medical and Dental Care Services: NH Department of Corrections persons under Departmental control in the Contractors' facility shall have access to and be provided with medical and dental care in accordance with the procedures of the Contractor. Medical or dental services that cannot be provided within the Contractor 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.
- 4.5. Emergency Medical/Life-Threatening Services: The Contractor shall notify the NH Department of Corrections, Division Director, Medical and Forensic Services, or designee, of all emergency medical/life-threatening 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 Contractor. The notification and preapproval process shall be established with the NH the Department of Corrections and the Contractor.
- 4.5.1. Subsequent follow up medical care shall be preapproved by the NH Department of Corrections, Division Director, Medical and Forensic Services, or designee, or designee.
- 4.5.2. The Contractor shall provide transportation when emergency medical/life-threatening services are needed.
- 4.5.3. The Contractor shall forward copies of all medical records (information) of the person's under Departmental control pertaining to any and all emergency medical service and any subsequent follow up care services to the NH Department of Corrections, Division Director, Medical and Forensic Services, or designee.
- 4.6. Non-Emergency/Non-Life-Threatening Services: All non-emergency/non-life-threatening scheduled medical care shall be preapproved by the NH Department of Corrections, Division Director, Medical and Forensic Services, or designee. The preapproval process shall be established with the NH Department of Corrections and the Contractor.
- 4.6.1. The Contractor shall forward copies of all medical records (information) pertaining to a person's under Departmental control non-emergency/non-life-threatening medical care services and any subsequent follow up care services to the NH Department of Corrections Division Director, Medical and Forensic Services, or designee.
- 4.6.2. The Contractor shall provide transportation when non-emergency/non-life threatening medical services are needed.
- 4.6.3. The Contractor shall provide transportation when non-emergency/non-life-threatening medical care is provided by the Contractor's contracted hospitals/medical providers.
- 4.7. 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 Correctional Facility for Women and/or NH State Prison for Men (NHSP-M), Concord, NH.

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- 4.7.1. The Contractor shall notify the NH Department of Corrections, Division Director, Medical and Forensic Services, or designee, of required dental care services. All notes and documentation by the Contractor's Dental Officer shall be provided at the time of the request for services.
- 4.7.2. Upon notification, the Division Director, Medical and Forensic Services, or designee, will coordinate transportation for the person under Departmental control from the Contractor's facility to a NH Department Correctional facility and return transportation to the Contractor's facility.
- 4.7.3. The NH Department of Corrections shall provide transportation of the person under Departmental control to and from the Contractor facility for dental care services, only.
- 4.8. Pharmaceutical Administration: The NH Department of Corrections person's under Departmental control shall arrive at the Contractor facility with a two-week supply of their prescribed medications. If additional prescriptions and/or refills of existing prescriptions are required, the Contractor shall provide the prescription, compute the cost of the medications and shall provide NH Department of Corrections with a separate itemized bill by person under Departmental control. The Contractor shall utilize the NH Department of Corrections formulary for medications unless otherwise medically indicated. The Contractor shall provide documentation of medical necessity for off-formulary medications prior to ordering said medications except in the case of life-threatening emergency. The Contractor shall send the documentation to the NH Department of Corrections' Division Director, Medical and Forensic Services, or designee, for review by the NHDOC Chief Medical Officer and/or Chief Psychiatric Officer. All off-formulary medications shall be noted on the monthly invoice by person under Departmental control for follow-up by the NH Department of Corrections Chief Medical Officer.
- 4.9. Programs: The NH Department of Corrections' person under Departmental control shall participate in the programming delivered to all female offenders in accordance with the percentage of the female offender population they represent. The Contractor shall provide a full description of programs offered and at a minimum and shall include:
 - 4.9.1. Substance Abuse Services (SAS):
 - 4.9.1.1. Evidence based gender specific programs shall be delivered by a Licensed Alcohol and Drug Counselor (LADC) or a LADC eligible individual.
 - 4.9.1.2. SAS shall include individual counseling, classroom work, and support groups.
 - 4.9.1.3. SAS shall be made available to NH Department of Corrections persons under Departmental control at a minimum of once each week throughout the year.
 - 4.9.2. Mental Health Services: Throughout the duration of incarceration at the Contractor facility, a NH Department of Corrections person under Departmental control 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 Contractor's licensed mental health clinician.
 - 4.9.3. Educational Services: The NH Department of Corrections person under Departmental control shall be able to participate in General Education Development (GED) and high school credit bearing classes provided by a Department of Education certified instructor on a weekly basis.

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- 4.10. Contractor Rules and Policies: NH Department of Corrections persons under Departmental control shall engage in programming, recreation and visitation in accordance with the rules and policies of the Vendor, notwithstanding 4.11.3.
- 4.10.1. The NH Department of Corrections persons under Departmental control shall be advised of, and shall adhere to, the rules and policies of the Contractor and shall be subject to the disciplinary processes and sanctions of the Contractor.
- 4.11. Work – Status Compensation:
- 4.11.1. The Contractor shall allow the NH Department of Corrections person under Departmental control access to work and/or skill development opportunities in the Contractor facility and receive the same compensation rates available to other offenders. This compensation shall be included in the daily rate.
- 4.11.2. All NH Department of Corrections persons under Departmental control who do not have a paying job will be paid \$1.15/day, five (5) days a week, by the Contractor.
- 4.11.3. All NH Department of Corrections persons under Departmental control will be considered employed for visitation purposes.
- 4.12. Searches: The Contractor shall ensure housing units where NH Department of Corrections female persons under Departmental control are housed have at least one (1) female staff member on duty at all times. Male staff shall not conduct clothed or unclothed searches of NH Department of Corrections female persons under Departmental control except for emergency circumstances as defined by the Contractor policy.
- 4.13. Prison Rape Elimination Act (PREA):
- 4.13.1. The Contractor shall have standards, policies and procedures 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, policies and procedures.
- 4.13.2. A copy of the Contractor's PREA standards, policies and procedures that satisfy this requirement shall be made available to the NH Department of Corrections and updated by the Contractor when changes are made to the policy.
- 4.13.3. Contractor shall inform all assigned employees and staff and comply with all applicable Prison Rape Elimination Act regulations set forth by Public Law 108-79 Prison Rape Elimination Act of 2003 to include the NH Department of Corrections Prison Rape Elimination Act Policy and Procedure Directive 5.19, <http://www.nh.gov/nhd/doc/policies/index.html>.
- 4.14. Transportation of Persons Under State's Departmental Control:
- 4.14.1. Custody transport of a NH Department of Corrections person under Departmental control to/from the Contractor facility from/to the NH Department of Corrections shall be the responsibility of the NH Department of Corrections.
- 4.14.2. The Contractor shall be responsible for all other transportation, except for Dental Care Services, Section 4.7. and 4.14.1., above, at no additional charge to the NH Department of Corrections female persons under Departmental control or to the NH Department of Corrections for any transportation required for the NH Department of Corrections female persons under Departmental control while at the Contractor facility.
- 4.14.3. Transport by the Contractor of a NH Department of Corrections female person under Departmental control shall occur with at least one (1) Contractor female staff member present at all times.
- 4.15. Classification Custody: NH Department of Corrections' female persons under Departmental control 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

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accordance with the NH Department of Corrections classification system. If these privileges are contrary to the procedures of the Contractor, the Contractor's procedures shall take precedence.

- 4.16. Persons Under Departmental Control Representation: The NH Department of Corrections shall have a NH Department of Corrections representative/personnel available to meet with the person under Departmental control at the Contractor facility to facilitate release planning and to address concerns raised by the person under Departmental control. The NH Department of Corrections shall designate a liaison for the Contractor to contact to resolve questions and concerns regarding the NH Department of Corrections persons under Departmental control at the Contractor facility and to monitor Contract requirements.
- 4.17. Health Insurance Portability and Accountability Act (HIPAA): Contractor shall comply with all applicable patient information privacy and security regulations set forth in the Health Insurance Portability and Accountability Act final regulations for Privacy of Individually Identifiable Health Information by the federal due date for compliance, as amended from time to time.

5. General Service Provisions:

- 5.1. Notification of Required Services: The NH Department of Corrections, Warden, NH Correctional Facility for Women, or designee shall contact the Contractor when service is required.
- 5.2. Contractor Credentials: The Contractor shall furnish any valid professional licenses, certifications and/or qualifications required by law for the performance of the requested services of the Contract.
- 5.3. Rules and Regulations: The Contractor shall comply with all rules and regulations of the NH Department of Corrections to include the Department's confidentiality policy and procedure directives.
- 5.4. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the Contract. If it is necessary to increase the price limitation of the Contract this provision will require Governor and Executive Council approval.
- 5.5. Licenses, Credentials and Certificates: The Contractor shall ensure that NH State licensed professionals provide the services required. The Contractor and its staff shall possess the credentials, licenses and/or certificates required by law and regulations to provide the services required.
- 5.6. Change of Ownership: In the event that the Contractor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or, its successors or, assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.
- 5.7. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the Department for the duration of the Contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the Contract: submit a written identification and notification to 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 representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.

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- 5.7.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.
- 5.7.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
- 5.7.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Department of Corrections, Division Director, Medical and Forensic Services, or designee, P.O. Box 1806, Concord, NH 03302.
- 5.8. Contractor Liaison's Responsibilities: Contractor's Liaison shall be responsible for:
 - 5.8.1. Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such a representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof;
 - 5.8.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof;
 - 5.8.3. 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 any renewals thereof; and
 - 5.8.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues with may arise.
- 5.9. NH Department of Corrections Contract Liaison Responsibilities: The Division Director, Medical and Forensic Services, or designee, shall act as liaison between the Contractor and NH Department of Corrections for the duration of the Contract and any renewals thereof. 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 Contractor with written notice of such change. NH Department of Corrections representative shall be responsible for:
 - 5.9.1. Representing the 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 NH Governor and Executive Council approval, where needed;
 - 5.9.2. Monitoring compliance with the terms of the Contract;
 - 5.9.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the time frames specified by the Contract;
 - 5.9.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues which arise; and
 - 5.9.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 5.10. Reporting Requirements: The NH Department of Corrections shall, at its sole discretion:
 - 5.10.1. Request the Contractor to provide proof of any and all permits to perform Alternative Housing for State-Sentenced Females as required by authorities having local, state and/or federal jurisdiction at any time during the life of the Contract and any renewals thereof;
 - 5.10.2. Monthly summary of services provided by persons under Departmental control and services provided at a minimum;
 - 5.10.3. Any information requested by the NH Department of Corrections; and

**Scope of Services
Exhibit A**

- 5.10.4. Reports and/or information requests shall be forwarded to NH Department of Corrections, Division Director, Medical and Forensic Services, or designee, P.O. Box 1806, Concord, NH 03302.
- 5.11. Performance Evaluation: The NH Department of Corrections shall, at its sole discretion, monitor and evaluate the Contractor's compliance with the Terms and Conditions and adherence to the Scope of Services of the Contract for the life of the Contract and any renewals thereof.
- 5.12. Performance Measures: The NH Department of Corrections shall, at its sole discretion:
- 5.12.1. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action;
- 5.12.2. Terminate the Contract, if the NH Department of Corrections determines that the Contractor is:
- a.) Not in compliance with the terms of the Contract;
- b.) Has lost or has been notified of intention to lose their certification/licensure/permits; and
- c.) Terminate the contract as otherwise permitted by law.
- 5.12.3. Review reports submitted by the Contractor. NH Department of Corrections shall determine the acceptability of the reports. If the reports are not deemed acceptable, the NH Department of Corrections shall notify the Contractor and explain the deficiencies; and
- 5.12.4. Request additional reports the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract and any renewals thereof.
- 6. Other Contract Provisions:**
- 6.1. Modifications to the Contract: In the event of any dissatisfaction with the Contractor's performance, the NH Department of Corrections will inform the Contractor of any dissatisfaction and will include requirements for corrective action.
- 6.1.1. The Department of Corrections has the right to terminate the Contract, if the NH Department of Corrections determines that the Contractor is:
- a.) Not in compliance with the terms of the Contract, or;
- b.) As otherwise permitted by law or as stipulated within this Contract.
- 6.2. Coordination of Efforts: The Contractor shall fully coordinate the activities to the performance of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the NH Department of Corrections as requested by the Department throughout the effective period of the Contract.
- 7. Bankruptcy or Insolvency Proceeding Notification:**
- 7.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor shall notify the NH Department of Corrections immediately.
- 7.2. 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.

8. Embodiment of the Contract:

- 8.1. The Contract between the NH Department of Corrections and the Contractor shall consist of:
 - 8.1.1. Request of Proposal (RFP) and any addendums thereto;
 - 8.1.2. Proposal submitted by the Vendor in response to the RFP; and/or
 - 8.1.3. Negotiated document (Contract) and amendments 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 Governor and Executive Council of the State of New Hampshire.
- 8.2. 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 8.1.3. shall govern.
- 8.3. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor's Proposal and/or the result of a Contract.

9. Cancellation of Contract:

- 9.1. The NH 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.
- 9.2. 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 Contractor.
- 9.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Contractor a written notice of such termination at least sixty (60) days prior to the effective termination date.
- 9.4. The NH Department of Corrections reserves the right to cancel this Contract for the convenience of the State with no penalties by giving the Contractor sixty (60) days' notice of said cancellation.

10. Contractor Transition:

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

11. 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. The NH Department Corrections reserves the right to have financial audits conducted by the Department or a third party.

12. Additional Equipment/Patients/Positions/Locations:

Upon agreement of both party's additional equipment, if applicable, and/or other patients under the custody of other facilities belonging to the NH Department of Corrections may be added to the Contract. In the same respect, equipment, positions, and/or facilities listed as part of the provision of services of the Contract may be deleted as well. Upon mutual agreement of additional equipment or positions, the State will negotiate the cost with the Contractor; the Department will seek a Contract Amendment for approval of the Governor and Executive Council when these additions increase the cost of the Contract.

13. Information:

- 13.1. In performing its obligations under the Contract, the Contractor may gain access to information of the patients, including confidential information or Patient Health Information (PHI). The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Contractor's performance under the Contract.
- 13.2. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the patient that becomes available to the Contractor in connection with its performance under the Contract.
- 13.3. In the event of unauthorized use or disclosure of the patient's information, the Contractor shall immediately notify the NH Department of Corrections.
- 13.4. All material developed or acquired by the Contractor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of NH Department of Corrections.
- 13.5. All financial, statistical, personnel and/or technical data supplied by NH Department of Corrections to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this Contract and may result in Contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

14. Public Records:

NH RSA 91-A guarantees access to public records. As such, all responses to a competitive solicitation are public records unless exempt by law. Any information submitted as part of a bid in response to this Request for Proposal or Request for Bid (RFB) or Request for Information (RFI) may be subject to public disclosure under RSA 91-A, <http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-mrg.htm>. In addition, in accordance with RSA 9-F:1, <http://www.gencourt.state.nh.us/rsa/html/I/9-F/9-F-1.htm>, any contract entered into as a result of this RFP (RFB or RFI) will be made accessible to the public online via the website: Transparent NH <http://www.nh.gov/transparentnh/>. Accordingly, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under, RSA 91-A:5, IV, <http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-5.htm>. If a Bidder believes that any information submitted in response to a Request for Proposal, Bid or Information, should be kept confidential as financial or proprietary information, the Bidder must specifically identify that information in a letter to the State Agency. Failure to comply with this section may be grounds for the complete disclosure of all submitted material not in compliance with this section.

If any information being submitted in response to this request for proposal should be kept confidential as financial or proprietary information; the contractor must specifically identify that information in a letter to the agency and mark the information within the proposal as such.

Marking the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision in this RFP to the contrary, Contract pricing shall be subject to disclosure upon approval of a contract by the Governor and Executive Council.

**Scope of Services
Exhibit A**

Generally, each Proposal shall become public information upon the approval of Governor and Council of the resulting contract, as determined by the State, including but not limited to, RSA Chapter 91-A (Right to Know Law). The State will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential. If a request is made to the State to view portions of a Proposal that the Contractor has properly and clearly marked confidential, the State will notify the Contractor of the request and of the date and the State plans to release the records. A designation by the Contractor of information it believes exempt does not have the effect of making such information exempt. The State will determine the information it believes is properly exempted from disclosure. By submitting a Proposal, Contractors agree that unless the Contractor obtains a court order, at its sole expense, enjoining the release of the requested information, the State may release the requested information on the date specified in the State's notice without any liability to the Contractor(s).

15. Contractor Personnel:

- 15.1. The Contractor shall agree that employees of the Contractor shall perform all services required by the Contract. The Contractor shall guarantee that all personnel providing the services required by the Contract are qualified to perform their assigned tasks.
- 15.2. The Department shall be advised of, and approve in writing at least ten (10) days in advance of such change, any permanent or temporary changes to or deletions the Contractor's management, supervisory, or key professional personnel, who directly impact the deliverables to be provided under the Contract.

16. Notification to the Contractor:

The NH Department of Corrections shall be responsible for notifying the Contractor of any policy or procedural changes affecting the contracted services at least thirty (30) days before the implementation of such policy or procedure. The Contractor shall implement the changes on the date specified by the Department.

17. Prison Rape Elimination Act (PREA) of 2003:

Contractor shall comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards which may require an outside independent audit.

18. Administrative Rules, Policies, Regulations and Policies, Procedures and Directives:

Contractor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's) to include but not limited to PPD 5.08: *Staff Personal Property Permitted In and Restricted from Prison Facilities* located as a separate link: http://www.nh.gov/nhd/doc/business/rfp_bidding_tools.htm

19. Special Notes:

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

**Scope of Services
Exhibit A**

- 19.3. Persons under the State's Departmental control per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Persons under the State's Departmental control 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 NH Department of Corrections and the Contractor.
- 19.4. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or Price Limitation" of the Agreement.
- 19.5. The Contractor must be equipped to provide accessible access to services as per the American's with Disabilities Act and the Governor's Commission on Disability.
- 19.6. Any change in the Contract including the Contractor responsibilities and NH Department of Corrections responsibilities described herein, whether by modification, amendment and or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representatives of the Contractor and the NH Department of Corrections approved by the Governor and Executive Council.
- 19.7. Contractor shall provide, for the life of the Contract and any renewals thereof, the minimum General Liability coverage to be no less than \$1,000,000.00 per each occurrence and \$2,000,000.00 general aggregate.
- 19.8. Contractor shall provide, for the life of the Contract and any renewals thereof, proof of Workers Compensation and Employers Liability Insurance.
- 19.9. Contractor shall name the State of New Hampshire as additionally insured for the life of the Contract and any renewals thereof.
- 19.10. Contractor shall provide proof and identify limits and expiration dates of General Liability Excess Umbrella Liability coverage (if applicable), Workers Compensation and Employers Liability, Professional Liability, Malpractice Liability and Business Owners Policy (if applicable).

The remainder of this page is intentionally blank.

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

1. Signature Page:

The Vendor proposes to provide Alternative Housing for State-Sentenced Females for the New Hampshire Department of Corrections (NHDOC) in conformance with all terms and conditions of this RFP and the Vendor provides pricing information as an Attachment to this proposal for providing such products and services in accordance with the provisions and requirements specified in this RFP document.

The pricing information quoted by the Vendor as an attachment to this document represents the total price(s) for providing any and all service(s) according to the provisions and requirements of the RFP, which shall remain in effect through the end of this procurement process and throughout the contracting process until the contract completion date as listed on the State Contract form P-37 (v. 5/8/15), section 1.7 – Completion Date.

 4/3/19
AUTHORIZED SIGNATURE DATE

Amanda Bevard, County Commissioner

NAME AND TITLE OF SIGNOR (Please Type)

THE VENDOR ASSUMES ALL RISKS THAT ACTUAL FUTURE FIGURES MAY VARY FROM POPULATION PRESENTED AS PART OF THIS RFP.

If the NH Department of Corrections determines it is in the best interest of the State, it may seek a “*BEST AND FINAL OFFER*” (BAFO) from vendors submitting acceptable and/or potentially acceptable proposals. The “*BEST AND FINAL OFFER*” would provide a Vendor the opportunity to amend or change its original proposal to make it more acceptable to the State. NH Department of Corrections reserves the right to exercise this option.

Financial responsibility for preparation of proposals is the sole responsibility of the Vendor. The solicitation of the Request for Proposals shall not commit the NH Department of Corrections to award a Contract(s).

Financial commitment by the NH Department of Corrections will not occur until such time as the Governor and the Executive Council of the State of New Hampshire approve a Contract(s).

The remainder of this page is intentionally blank.

**Estimated Budget/Method of Payment
Exhibit B**

2. Estimated Budget:

Daily per Diem Rate per Person Under Departmental Control	\$ 56.15 (insert per diem rate here).
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3. Method of Payment:

- 3.1. The NH Department of Corrections shall pay the daily rate for the first day of delivery of the person under Departmental control to the Contractor facility, but not the last day that the person under Departmental control is released back to the NH Department of Corrections custody.
- 3.2. 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 (v. 5/8/15), section 1.8 – Price Limitation.
- 3.3. The Contractor shall complete and submit an itemized monthly invoice by person under Departmental control for the per diem rate containing the following information:
 - 3.3.1. Person under Departmental control name, ID number;
 - 3.3.2. Dates of service(s) provided;
 - 3.3.3. Per diem rate according to the contract;
 - 3.3.4. Itemized invoice by person under Departmental control and dates or period of service provided (number of days per person under Departmental control multiplied by the daily per diem rate); and
 - 3.3.5. Total monthly cost for all person under Departmental control.
- 3.4. Due dates for monthly invoices and monthly program reports shall be the 15th of the month following the month in which services are provided.
- 3.5. Original invoices and any required reports shall be sent to NH Department of Corrections, P.O. Box 1806, Concord, NH 03302. The Warden of the NH Correctional Facility for Women shall be responsible for approving invoices for payment.
- 3.6. Once approved, the original invoice shall be sent to the Department's Bureau of Financial Services for processing and issuance of payment.
- 3.7. 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.
- 3.8. 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.
- 3.9. 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.
- 3.10. For contracting purposes, the State's Fiscal Calendar Year starts on July 1st and ends on June 30th of the following year. For budgeting purposes, the second half of the State's Fiscal Calendar Year shall end on June 30, 2019.

4. Appropriation of Funding

- 4.1. The Contractor shall agree that the funds expended for the purposes of the Contract must be appropriated by the General Court of the State of New Hampshire for each State fiscal year included within the Contract period. Therefore, the Contract shall automatically terminate without penalty or termination costs if such funds are not fully appropriated.
- 4.1.1. In the event that funds are not fully appropriated for the Contract, the Contractor shall not prohibit or otherwise limit NH Department of Corrections the right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of State government affairs.
- 4.1.2. The requirements stated in this paragraph shall apply to any amendments, thereof, or the execution of any option to extend the Contract.

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SECTION F: Special Provisions, Exhibit C

1. Special Provisions:

- 1.1. 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."

The remainder of this page is intentionally blank.

**CERTIFICATE FOR
MUNICIPALITIES**

I, (insert name) David Babson, of (insert Municipality name) Carroll 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) 2/20/19.

RESOLVED: That this Municipality shall enter into a contract with the State of New Hampshire, acting by and through the Carroll County Commissioners providing for the performance by this Municipality of certain services as documented within the foregoing Contract, and that the official listed, (document the title of the official authorizing the contract, and document the name of the individual filling that position)

Amanda Bevard, County Commissioner, Chairman, on behalf of this Municipality, is authorized and directed to enter into the said 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)
County Commissioner, Chairman: Amanda Bevard
County Commissioner, Vice Chairman: Terry McCarthy
County Commissioner, Clerk: David Babson
County Administrator: Kenneth Robichaud

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date: (insert date of signing) David H. Babson, Jr.

Clerk/Secretary (name, title, signature) David Babson, Clerk

In the State and County of: (State and County name) Carroll 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: Carroll UPON THIS DATE (insert full date) April 3, 2019, appeared before me (print full name of notary) Cheryl Laurent

David Babson, the undersigned officer personally appeared (insert officer's name) David Babson, who acknowledged him/herself to be (insert title, and the name of municipality) Clerk, Board of Carroll 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 name, signature, seal and expiration of commission)

Cheryl Laurent
(Name of Notary Public)

Cheryl Laurent
(Signature of Notary Public)

CHERYL L. LAURENT
Notary Public - New Hampshire
My Commission Expires June 18, 2019
(Expiration of Commission)



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: Carroll County 95 Water Village Road Ossipee, NH 03864	Member Number: 600	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
☒ General Liability (Occurrence Form) ☐ Professional Liability (describe) ☐ Claims Made ☐ Occurrence	7/1/2018	7/1/2019	Each Occurrence \$ 1,000,000
General Aggregate \$ 2,000,000			
Fire Damage (Any one fire)			
Med Exp (Any one person)			
☐ Automobile Liability Deductible Comp and Coll: \$1,000 ☐ Any auto			Combined Single Limit (Each Accident) Aggregate
☐ Workers' Compensation & Employers' Liability			Statutory
			Each Accident
			Disease - Each Employee
			Disease - Policy Limit
☐ Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)

Description: With regards to RFP 19-01-GFADM. The certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered.

CERTIFICATE HOLDER:	☒	Additional Covered Party	☐	Loss Payee	Primex³ - NH Public Risk Management Exchange
State of New Hampshire NH Department of Corrections PO Box 1806 Concord, NH 03302-1806					By: <i>Tammy Denver</i>
					Date: 2/20/2019 tdenver@nhprimex.org
					Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-226-3833 fax



CERTIFICATE OF COVERAGE

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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: Carroll County 95 Water Village Road Ossipee, NH 03864		Member Number: 600	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	7/1/2018	7/1/2019	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	7/1/2018	7/1/2019	Combined Single Limit (Each Accident)	\$5,000,000
			Aggregate	\$5,000,000
☒ Workers' Compensation & Employers' Liability	1/1/2019	1/1/2020	☒ Statutory Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
☒ Property (Special Risk includes Fire and Theft)	7/1/2018	7/1/2019	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER: State of New Hampshire NH Department of Corrections PO Box 1806 Concord, NH 03302-1806	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange By: <i>Tammy Devore</i> Date: 2/20/2019 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.

\$ 5,000,000 Per Claim \$ 5,000,000 Per Incident/Occurrence \$ 5,000,000 General Aggregate

Randall Perard Commissioner
Signature & Title

4/3/19
Date

This acknowledgement must be returned with your proposal.

NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

Cor 307 Items Considered Contraband. Contraband shall consist of:

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

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

COR 307.03 Searches and Inspections Authorized.

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

Amanda Bevard

Name

Signature

Date

Jason M. Henry

Witness Name

Signature

Date

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

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

Amanda Bevard

Name

Signature

Date

Jason M. Henry

Witness Name

Signature

Date

NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

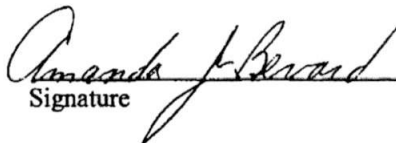
I understand and agree that all employed by the organization/agency I represent must abide by all rules, regulations and laws of the State of New Hampshire and the NH Department of Corrections that relate to the confidentiality of records and all other privileged information.

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

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

Amanda Bevard

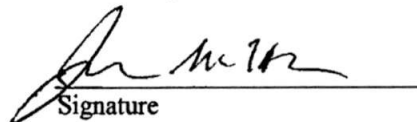
Name


Signature

4/3/19
Date

Jason M. Henry

Witness Name


Signature

4/3/19
Date

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

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

(1) Definitions

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

(2) Use and Disclosure of Protected Health Information

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

b. Business Associate may use or disclose PHI:

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

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

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

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

(3) Obligations and Activities of Business Associate

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

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

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

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

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

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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

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

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

NH Department of Corrections
State of New Hampshire Agency Name

Helen E. Hanks
Signature of Authorized Representative

Helen E. Hanks
Authorized DOC Representative Name

Commissioner
Authorized DOC Representative Title

4/12/19
Date

Carroll County
Contractor Name

Amanda J. Berard
Contractor Representative Signature

Amanda J. Berard
Authorized Contractor Representative Name

County Commissioner
Authorized Contractor Representative Title

4/3/19
Date



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

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

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): Amanda J Berard Date: 4/3/19
(Name of Contract Signatory)

Signature: Amanda J Berard
(Signature of Contract Signatory)