



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/nhdcc

HELEN E. HANKS
COMMISSIONER

JONATHAN K. HANSON
DIRECTOR

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86A

June 7, 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 to enter into a sole source contract with Anchor Line LLC (VC# 391770), 40 Congress Street, FL # 5, Portsmouth, NH 03801, in the amount of \$130,000.00, for video production services effective upon Governor and Executive Council (G&C) approval through September 30, 2022. 100% Federal Grants from Other Agencies

Funds are to be budgeted in an account, NH Department of Corrections, Corrections Grants, *Prison Rape Elimination Act (PREA)*, 02-46-46-460510-83330000, as follows:

Anchor Line LLC			
Account	Description	FY 2022	Total
103-502664	Contract for Operational Services	\$130,000.00	\$130,000.00
Total Contract Amount			\$130,000.00

EXPLANATION

The contract is sole-source as Anchor Line LLC is a local and full-service video production organization with expertise to script, film, edit and produce a video campaign that will align with the needs of the Department's PREA related goals. The Prison Rape Elimination Act was passed unanimously by both parties in Congress in 2003. The purpose of the act is to "provide for the analysis of the incidence and effects of prison rape in federal, state, and local institutions and to provide information, resources, recommendations and funding to protect individuals from prison rape. The Department has been proud to be federal certified to meet the standards of PREA ([prostandards \(nh.gov\)](http://prostandards.nh.gov)). To continue to meet or exceed these standards, we have established additional goals to promote a more inclusive communications environment focused on our diverse population by providing an atmosphere of acceptance and understanding, trust and open communication in order to prevent sexual abuse during incarceration and reinforce reporting. To empower this educational message, the Department is incorporating a more modern and effective approach through the use of visual aids or videos. Anchor Line LLC will provide creative, production and finishing services to develop three (3) separate videos for the following audiences:

1. NHDOC Employee Video for internal instructional use;
2. NHDOC Resident Video for internal instructional use; and
3. Public Video for NHDOC website/social media/direct e-mail for external public use.

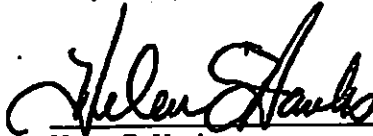
Updating and enriching the Department's educational programs, coupled with a more robust surveillance system, can help mitigate the risk of victimization and improve the prevention, identification, and response mechanisms to reduce the risk of sexual abuse. An example of similar video messages can be viewed at: Minnesota Department of Corrections: [PREA Videos / Department of Corrections \(mn.gov\)](#).

Funds are to be budgeted as follows:

Class 103 – Contract for Operational Services – for procurement installation of video monitoring cameras and procurement of video production services.

In the event that federal funds are no longer available, general funds will not be requested to support this program.

Respectfully Submitted,



Helen E. Hanks
Commissioner

FORM NUMBER P-37 (version 12/11/2019)

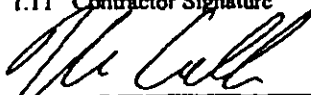
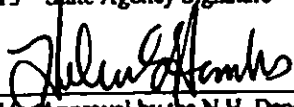
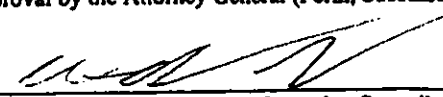
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 03301	
1.3 Contractor Name Anchor Line LLC		1.4 Contractor Address 40 Congress Street 5 th Floor Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-427-8272	1.6 Account Number 02-46-46-465010-83330000- 103-502664	1.7 Completion Date September 30, 2022	1.8 Price Limitation \$130,000.00
1.9 Contracting Officer for State Agency Lynmarie Cusack, Director of Professional Standards		1.10 State Agency Telephone Number 603-271-5604	
1.11 Contractor Signature  Date: 6/6/22		1.12 Name and Title of Contractor Signatory Michael Carella	
1.13 State Agency Signature  Date: 6/7/2022		1.14 Name and Title of State Agency Signatory Helen E. Hanks, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/7/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

VIDEO PRODUCTION SERVICES

This Contract is between the State of New Hampshire, acting by and through the STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS ("State" or "Department" or "NHDOC"), and Anchor Line LLC, ("Contractor" or "AL"), a New Hampshire Limited Liability Company with a place of business at 40 Congress Street, 5th Fl, Portsmouth, NH 03801.

Exhibit A

SPECIAL PROVISIONS

The following is a description of the special provisions for the provision of Video Production Services provided by Anchor Line LLC for the NH Department of Corrections (NHDOC).

1. Amend section 14, Insurance, by modifying 14.3 by changing the last sentence of the clause to: "The certificates(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference no later prior to the expiration date of each insurance policy."

Exhibit B

SCOPE OF SERVICES

The following is a description of the scope of services for the provision of Video Production Services provided by Anchor Line LLC for the NH Department of Corrections.

1. Purpose

The purpose of this Agreement is to provide creative, production and finishing services to develop three (3) separate videos related to the Department's Prison Rape Elimination Act (PREA) goals for the following audiences:

- a) NHDOC employees for internal instructional use (Employee Video);
- b) NHDOC residents for internal instructional use (Resident Video); and
- c) Public for external publication use on the NHDOC website, social media and/or direct e-mail (Public Video).

2. Project Overview

- a) Creative Concept/Outline Development
- b) Video Pre-Production
- c) Video Production
- d) Video Post-Production and Finishing
- e) Final Deliverables: three (3) cuts of NHDOC PREA Videos to include Spanish dubbed versions of the below edits, as well as English & Spanish Subtitle Files:
 - one (1) 20-30 minute NHDOC Employee Video (internal instructional use)
 - one (1) 10-15 minute NHDOC Resident Video (internal instructional use)
 - one (1) 2-3 minute Public Video (NHDOC website/social media/direct e-mail)
- f) Account and Project Management

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VIDEO PRODUCTION SERVICES AGREEMENT

3. **Anchor Line Statement of Work (SOW):** Anchor Line LLC must provide the specific services (the "Services") described in the table below. All Services, deliverables, deadlines, timelines, and other warranties, representations are based upon the assumptions noted below.

Tasks	Services and Activities	Key Assumptions
Task 1: Video Concept/Outline Development	Creative Concept/Outline Development <ul style="list-style-type: none"> NHDOC to provide Anchor Line LLC with initial scripts, outlines detailing themes, messaging, and selected questions that must inform the content to be filmed. Anchor Line LLC to conduct pre-interviews with available NHDOC talent (staff) outlined in the supplied outline, to develop a strategy for filmed interviews, and curate an outline for eventual edit(s). Anchor Line LLC to coordinate with NHDOC to schedule three (3) production days. 	Creative Concept/Outline Development <ul style="list-style-type: none"> Anchor Line LLC to provide filming dates and production schedules for NHDOC's approval. NHDOC must confirm NHDOC talent participation in the production and appear in the videos, as well as scheduling and confirming all on-camera talent in accordance with the production schedule. NHDOC to provide relevant artwork, logos, typeface files, and brand standards (Data) to Anchor Line LLC prior to proceeding to Task 2: Video Pre-Production. Anchor Line LLC and NHDOC understand and agree that such Data shall remain the property of the State and shall be returned to the State upon the demand or upon the termination of the Agreement for any reason. Any Data provided from the State shall be used only for the performance of this Agreement.
Task 2: Video Pre- Production	Pre-Production Upon completion of Task 1: <i>Video Concept/Outline Development</i> , Anchor Line LLC must provide: <ul style="list-style-type: none"> Production schedule development and logistics planning. Crew sourcing/management. Technical scout of film locations. Equipment selection and sourcing. Creation and distribution of call sheets for talent cast, crew and NHDOC liaison(s). 	Pre-Production <ul style="list-style-type: none"> Anchor Line LLC to work with translation services to provide Spanish speaking voice-over & transcriptions. NHDOC, Anchor Line LLC and crew must conduct a virtual Pre-Production Meeting within one (1) week prior to first scheduled production day. NHDOC to review and approve final outlines/questions/messaging for talent prior to proceeding to Task 3 <i>Video Production</i>. NHDOC and Anchor Line LLC to agree of proposed production schedule prior to proceeding to Task 3 <i>Video Production</i>.

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VIDEO PRODUCTION SERVICES AGREEMENT

Tasks	Services and Activities	Key Assumptions
Task 3: Video Production	<p style="text-align: center;">Video Production</p> <p>Upon completion of Task 2: <i>Video Pre-Production</i>, Anchor Line LLC must provide:</p> <ul style="list-style-type: none"> • Three (3) consecutive production days for all interviews and supporting footage. <ul style="list-style-type: none"> ◦ Two (2) full crew days to film interviews and scenarios. One (1) day to capture supplementary b-roll footage at various NHDOC selected locations. <ul style="list-style-type: none"> ▪ Crew Day 1 & 2: (1) Director, (1) DP, (1) Second Camera Operator, (1) Sound Mixer, (1) Gaffer, (1) Grip, (1) Hair & Makeup Artist, (1) Production Assistant and (1) Line Producer. ▪ Crew Day 3 (b-roll only): (1) Director and (1) Camera Operator • Crew coordination/management. • Equipment set up & strike. 	<p style="text-align: center;">Video Production</p> <ul style="list-style-type: none"> • Each production day not to exceed ten (10) hours in total. • NHDOC to provide brand-specific props, wardrobe and set décor. • If necessary, NHDOC to provide any required Personal Protective Equipment (PPE) for crews, excluding work boots and COVID prevention articles such as masks. • Anchor Line LLC will ensure that all crew members will submit paperwork to receive clearance to enter filming locations prior to production days. • NHDOC to conduct all necessary criminal background checks of Anchor Line LLC staff and crew. In the event any crew or Anchor Line LLC employees fail to receive clearance, Anchor Line LLC shall be responsible to provide alternative crew to meet the obligations of this Agreement. • NHDOC will provide clearance for all filming locations prior to production days. • No weather contingency – in the event of a threat of inclement weather, the parties will mutually agree to/will reschedule at least forty-eight (48) hours in advance of the first production day. • NHDOC will confirm that all filming locations have been scheduled for use prior to productions days, and permissions have been granted to use the locations as a filming location.
Task 4: Video Post- Production	<p style="text-align: center;">Video Post-Production</p> <p>Upon completion of Task 3: <i>Video Production</i>, Anchor Line LLC must provide:</p> <ul style="list-style-type: none"> • Footage organization and backup. • Transcriptions of non-scripted interviews. • Offline editorial. • Anchor Line LLC to develop three (3) rough-cut edits: Employee Video, Resident Video & Public Video. • NHDOC will have two (2) review session for each version: <ul style="list-style-type: none"> ◦ one (1) consolidated NHDOC revisions ◦ one (1) minor final adjustments 	<p style="text-align: center;">Video Post-Production</p> <ul style="list-style-type: none"> • For each round of revision, NHDOC must provide consolidated feedback from all stakeholders via Vimeo review link. <ul style="list-style-type: none"> ◦ SOW includes: two (2) rounds of revisions as needed. If there is a potential for any additional rounds of revisions, Anchor Line LLC shall communicate to the NHDOC before additional costs are incurred to maintain the overall price limitation of this Agreement.

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VIDEO PRODUCTION SERVICES AGREEMENT

Tasks	Services and Activities	Key Assumptions
Task 4: Video Post-Production (continued)	Video Post-Production <ul style="list-style-type: none"> • Upon approval of the three (3) rough cuts, the videos must be considered "picture locked" with Anchor Line LLC proceeding and performing the following post-productions steps: <ul style="list-style-type: none"> ◦ Online editorial & finishing, including color correction, audio mix, and optimizing for uploading to the web and playback on a local device (desktop, laptop, tablet, or smartphone). ◦ Export to specifications. 	Video Post-Production
Final Deliverables:	<ul style="list-style-type: none"> • Final Deliverables include: <ul style="list-style-type: none"> ◦ Three (3) cuts of NHDOC PREA Videos, optimized for web delivery: <ul style="list-style-type: none"> ▪ one (1) 20-30 minute NHDOC Employee Video (internal instructional use). ▪ one (1) 10-15 minute NHDOC Resident Video (internal instructional use). ▪ one (1) 2-3 minute Public Video (NHDOC website/social media/direct e-mail). ▪ Spanish voice-over for scripted portion and Closed Captioning to be included for all edits for English & Spanish. 	
Task 5: Account and Project Management	<p>For the duration of the SOW, Anchor Line LLC shall provide account and project management support with Services to include, but are not limited to:</p> <ul style="list-style-type: none"> • Timeline development. • Budget and SOW development. • Deliverables management. • Internal team and NHDOC management. • Ad hoc calls and meetings as needed. 	
Additional Assumptions and Specifications		<p>Employee Video & Resident Video</p> <ul style="list-style-type: none"> • Medium: In-Person Screenings • Term: In-perpetuity • Additional Restrictions: No paid media <p>Public Video:</p> <ul style="list-style-type: none"> • Medium: Video usage for website, e-mail, and In-Person Screening. • Term: In-perpetuity • Additional Restrictions: No paid media

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VIDEO PRODUCTION SERVICES AGREEMENT

Tasks	Services and Activities	Key Assumptions
Additional Assumptions and Specifications (continued)		<p>General Assumptions:</p> <ul style="list-style-type: none"> • The parties understand and agree that any and all concepts or materials created and/or produced by Anchor Line LLC are the copyrighted property of Anchor Line LLC who retains all rights to usage of such concepts or materials until such time as they are fully executed (final deliverables (s) delivered by Anchor Line LLC and accepted by NHDC) by Anchor Line LLC and all undisputed invoices related to same are paid in full. • Upon the approval of final deliverables and payment of undisputed invoices, any and all concepts or materials created and/or produced by Anchor Line LLC must become copyrighted property of the NHDOC. • In the event that the NHDOC requests project files/project assets (including, but not limited to design files, fonts, textures, footage, photography, audio files, and music, etc.), Anchor Line LLC will calculate viability and/or cost upon request. This fee would include any additional labor hours for Anchor Line LLC to unarchive/organize requested footage and materials, as well as the cost of the hard drive used to deliver/store the requested footage and materials. • NHDOC will provide consolidated feedback in accordance with the project timeline. • NHDOC will provide all project pertinent files (Data) prior to work commencement. • NHDOC understands and agrees that any change in the Specifications after the acceptance of an estimate by Anchor Line LLC may result in delays in the provision of the Deliverables and/or additional fees, even if the scope of the project in question is narrower as a result of such change in Specifications.

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VIDEO PRODUCTION SERVICES AGREEMENT

4. General Service Provisions

- a) Term of Agreement: The Term shall become effective on the date of Governor and Executive Council approval through September 30, 2022 as indicated in block 1.17, Completion Date, of the General Provisions, Form Number P-37 (v. 12/11/2019) General Provisions.
- b) Location of Services: Location of Services: NH Department of Corrections Engagements may be modified to virtual engagements determined by the Contractor, by mutual agreement between the parties, in the event of unforeseen circumstances including, but not limited to restrictions imposed because of the COVID-19 pandemic and/or any executive and emergency orders by the Governor of the State of New Hampshire pertaining to COVID-19.
- c) Remittance of Invoices:
 - i) Hard copies of invoices shall be forwarded to NH Department of Corrections, Financial Services, P.O Box 1806, Concord, NH 03302.
 - ii) Electronic copies of invoices shall be forwarded to Lynmarie.C.Cusack@doc.nh.gov.
 - iii) Payments will be processed within thirty (30) days from the date of an approved invoice received by the Bureau of Financial Services of the Department.
- d) Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contract and the Department for the duration of the Contract and notify the Department's Contract Liaison of such individual.
- e) NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections' Director of Professional Standards, or designee, shall act as the liaison between the Contractor and the NH Department of Corrections for the duration of the Contract.
- f) Background Checks: Background checks will be performed by the Department or by the State of NH, Department of Safety. The Contractor must contact the Department's liaison for further instructions. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks and fingerprinting reports of all potential Contractors and or subcontractors to determine eligibility status and access to all Departmental facilities.
- g) Admittance: It is the policy of the Department of Corrections that only approved personal property may be brought by Contractors into the secure perimeter of prison facilities, if applicable. Contractors who are required to perform services inside the secure perimeter of a facility are required to ensure that prohibited items are not brought into the respective work areas and may be subject to a thorough search for contraband.
- h) Rules and Regulations: The Contractor agrees to comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's) to include but not limited to PPD 3.71 (formerly 5.08): Staff Personal Property Permitted In and Restricted from Prison Facilities, located as a separate link: https://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm
- i) Prison Rape Elimination Act (PREA) of 2003: The Contractor/Subcontractor agrees to comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor/Subcontractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards which may require an outside independent audit. Additional information can be located as a separate link: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.
- j) Change of Ownership: In the event that the Contractor should change ownership for any reason whatsoever, the NHDOC 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 NHDOC, or terminating the Contract.

Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

VIDEO PRODUCTION SERVICES AGREEMENT

- k) **Cancellation of Contract:** The Department of Corrections may cancel the Contract at any time for breach of contractual obligations by providing the Contractor with a written notice of such cancellation. Should the NH Department of Corrections exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.
- l) **Termination of Contract:** Either party may terminate the Contract with a thirty (30) day prior written notice, subject to the following termination fee structure for work completed or resources retained. In this event, after termination, any and all produced materials and/or project files will be delivered to the NHDOC in its current state after the below fee is paid:
- After project commencement, but prior to first shoot date: 20% of total fee
 - After first shoot date, but before post-production begins: 60% of total fee
 - After delivery of rough-cut, but prior to release of final approved deliverables: 90% of total fee.
- m) **Subcontractors:** If a subcontractor(s) is to be used for any portion of the said services, prior approval from the NH Department of Corrections shall be required. Notification to the Department shall include the name of the subcontractor, brief profile and a description of the services/functions being subcontracted. Said subcontractors shall meet all requirements described in the Contract.
- n) **Order of Precedence:** In the event of conflict or ambiguity among any of the text of the Contract documents, the following order of precedence shall govern:
- State of NH Long Form Contract P-37 v. 12/11/2019
 - Video Production Services Agreement
- o) **Insurance:** Contractor shall provide and maintain, at its expense, General Liability, Workers Compensation, Automobile, and Umbrella Liability (if applicable) insurance coverage with the State named as Additionally Insured for the life of the Contract and any renewal thereof.
- p) **System for Award Management:** Contractor agrees that during performance and upon final payment that the contractor shall become registered in the System for Award Management (SAM) database, informational link: www.sam.gov. To register for SAM, entities must register and obtain a Unique Entity ID (generated by SAM.gov).

Exhibit C

METHOD OF PAYMENT AND CONTRACT PRICE

The following is a description of the contract price and method of payment for the provision of Video Production Services provided by Anchor Line LLC for the NH Department of Corrections.

1. Contract Type

This is a Fixed Firm Price Contract. The total Contract price limitation shall not exceed one hundred thirty thousand dollars and no cents (\$130,000.00) as indicated in Block 1.8, Price Limitation, of the General Provisions, Form Number P-37, v. 12/11/2019.

- a) Parties agree to the Fixed Firm Price for the outlined scope of work. Anchor Line LLC is responsible to make the project fee work within the defend scope, and NHDOC is responsible for payment of the total project cost in full by the final deliverable.

2. Production Services Fee Structure

2.1. Table: Production Invoicing Fee Structure

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VIDEO PRODUCTION SERVICES AGREEMENT

TABLE 2.1: Production Invoicing Fee Structure	Percentage	Task Completion	Amount
Initial Schedule Development, Script Review & Director Scout	25%	Task 1: Video Concept/Outline Development	\$32,500.00
Crew Organization, Production Planning, Technical Scout	25%	Task 2: Video Pre-Production	\$32,500.00
On-Location Production Days	25%	Task 3: Video Production	\$32,500.00
Video Post-Production and Final Deliverables	25%	Task 4: Video Post-Production and Acceptance of Final Deliverables	\$32,500.00
Total Price Limitation	100%		\$130,000.00

3. Termination Service Fee Structure

3.1. Table: Termination Invoicing Fee Structure

TABLE 3.1: Termination Invoicing Fee Structure	Percentage
After Project Commencement, but prior to 1st shoot date	20%
After 1 st Film Date, but before Post-Production	60%
After Delivery of Rough-Cut, but prior to Release of Final Approved Deliverables	90%

4. Invoices shall be sent to the NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302, or designee, for approval. The "Bill To" address on the invoice shall be NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302.
5. Anchor Line LLC shall submit invoices for Services (Deliverables) in a format determined by the NH Department of Corrections and contain detailed information, including without limitation: itemization and identification of each Deliverable for which payment is sought. Deliverables performed by Anchor Line LLC shall be approved by the NH Department of Corrections prior to invoicing and will follow the Production Invoicing Fee Structure, above, to include acceptance of Deliverables found in Exhibit B, Scope of Services. The NH Department of Corrections may adjust the payment amount identified on an invoice upon acceptance of a Deliverable. The NH Department of Corrections will pay a properly documented and undisputed invoice within thirty (30) days of invoice receipt.
6. 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 026000618.

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State of New Hampshire

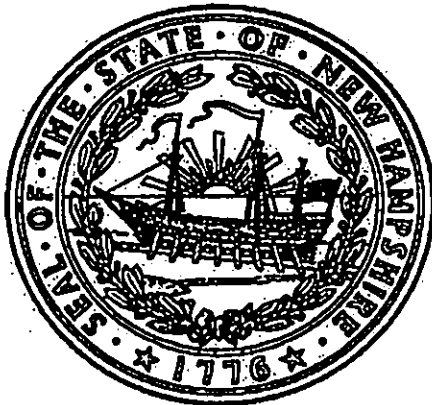
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ANCHOR LINE LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on December 12, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 761430

Certificate Number : 0005775834



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of May A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a circular stamp.

David M. Scanlan
Secretary of State



State of New Hampshire
Department of State
2022 ANNUAL REPORT

Filed
Date Filed: 3/16/2022
Effective Date: 3/16/2022
Business ID: 761430
William M. Gardner
Secretary of State

BUSINESS NAME: <u>ANCHOR LINE LLC</u>		
BUSINESS TYPE: <u>Domestic Limited Liability Company</u>		
BUSINESS ID: <u>761430</u>		
STATE OF FORMATION: <u>New Hampshire</u>		
CURRENT PRINCIPAL OFFICE ADDRESS		CURRENT MAILING ADDRESS
40 Congress St 5th FL Portsmouth, NH, 03801, USA		40 Congress St 5th FL Portsmouth, NH, 03801, USA
REGISTERED AGENT AND OFFICE		
REGISTERED AGENT: <u>Nadeau, James P, III</u>		
REGISTERED AGENT OFFICE ADDRESS: <u>507 State Street Portsmouth, NH, 03801, USA</u>		
PRINCIPAL PURPOSE(S)		
NAICS CODE	NAICS SUB CODE	
OTHER / Video & animation production		
MANAGER / MEMBER INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Michael Carella	40 Congress St 6th Floor, Portsmouth, NH, 03801, USA	Manager
Allison Potter	40 Congress St., 5th Floor, Portsmouth, NH, 03801, USA	Member
I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.		
Title: <u>Member</u>		
Business Name: <u>Anchor Line LLC</u>		
Name of Signer: <u>Michael Carella</u>		
Title of Signer: <u>Member</u>		

Certificate of Authority # 4

(Limited partnership or LLC with Manager)

Limited Partnership or LLC Certification of Authority

I, Michael Carella, hereby certify that I am a Partner, Member or Manager
(Name)
of Anchor Line LLC a limited liability partnership under RSA 304-B or a
(Name of Partnership or LLC)

limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization has not expired.

DATED: 10/16/20

ATTEST: [Signature]
(Name and Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kennebunk Savings Insurance 50 Portland Road PO Box 770 Kennebunk ME 04043	CONTACT NAME: Tabitha Lindquist PHONE (A/C, No, Ext): (207) 985-2941 FAX (A/C, No): (207) 985-3122 E-MAIL ADDRESS: Tabitha.Lindquist@kennebunksavings.com																					
INSURED Anchor Line, LLC 40 Congress St. 5th Fl Portsmouth NH 03801	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Mass Bay</td><td>22306</td></tr><tr><td>INSURER B:</td><td>Allmerica Fin Benefits</td><td>41840</td></tr><tr><td>INSURER C:</td><td>Hanover Insurance Co</td><td>22292</td></tr><tr><td>INSURER D:</td><td>Mount Vernon Fire Insurance Company</td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Mass Bay	22306	INSURER B:	Allmerica Fin Benefits	41840	INSURER C:	Hanover Insurance Co	22292	INSURER D:	Mount Vernon Fire Insurance Company		INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: 21/22 Master Anchor Line

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ODP-A810028	12/23/2021	12/23/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Hired/Non-owned Auto \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AWPD856940	03/24/2021	03/24/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			ODP-A810028	12/23/2021	12/23/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WDP-A810022	12/23/2021	12/23/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Errors & Omissions			SP 2551080G	11/01/2021	11/01/2022	Each Occurrence \$1,000,000 General Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability Policy includes a Blanket Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract between the Named Insured and the Certificate Holder that requires such status, and only with regard to work performed on behalf of the named insured.

CERTIFICATE HOLDER

CANCELLATION

New Hampshire Department of Corrections 105 Pleasant Street PO Box 1806 Concord NH 03302-1806	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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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.

Michael Carella

Name



Signature

6/6/22

Date

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

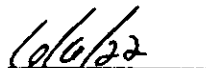
1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
 - a. Any contact, including correspondence, other than the performance of your services for which you have been contracted.
 - b. Giving or selling of anything
 - c. Accepting or buying anything
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.

Michael Carella

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.

Michael Carella

Name



Signature

10/6/22

Date



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/nhdcc

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 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 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, and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print): Michael Carella

(Name of Contract Signatory)

Date: 6/6/12

Signature:

(Signature of Contract Signatory)