

R. Wren

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

William L. Wren  
Commissioner

Robin H. Maddaus  
Director

P.O. BOX 1806

CONCORD, NH 03302-1806

603-271-5610 FAX: 1-888-908-6609

TDD Access: 1-800-735-2964

May 22, 2017

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 exercise a contract renewal option, Amendment Agreement #1, to PO # 1002239, with Strafford County (VC# 177478), P.O. Box 799, Dover, NH 03281, to increase the contract amount by \$715,400.00 from \$1,842,120.00 to \$2,557,520.00 for the provision of In-State Incarceration of State Sentenced Female Offender Services, for the period beginning July 1, 2017 through June 30, 2018, effective upon Governor and Executive Council approval with the option to renew for one (1) additional period of up to one (1) year. The original contract, Agreement, was approved by Governor and Executive Council on July 22, 2015, Item #61. 100 % General Funds

Funds are available in the following account, *NH Correctional Facility for Women*: 02-46-46-466010-7111-102-500731, as follows with the authority to adjust encumbrances in each State Fiscal Year through the Budget Office if necessary and justified. Funding for SFY 2018 & 2019 is contingent upon the availability and continued appropriation of funds.

Original Contract, Agreement: Strafford County

Account	Description	SFY 16-17	SFY 18	Total
02-46-46-466010-7111-102-500731	Contract for Program Services	1,842,120.00	-	1,842,120.00

Amendment Agreement #1:

Account	Description	SFY 16-17	SFY 18	Total
02-46-46-463510-3374-102-500731	Contract for Program Services	-	715,400.00	715,400.00

<b>Total Contract Amount</b>		<b>\$ 1,842,120.00</b>	<b>\$ 715,400.00</b>	<b>\$ 2,557,520.00</b>
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**EXPLANATION**

The current physical environment continues to be taxed due to overcrowding with an average current population of 139 female offenders. In an effort to maintain the necessary standard of custody and program service delivery, the NH Department of Corrections is requesting to maintain the current alternative location to house the overflow of State sentenced female offenders at the Strafford County Correctional Facility. This contract will allow an approximate perpetual average of thirty-five female offenders at a rate of \$56.00 per day to be housed at the Strafford County Correctional Facility prior to the

opening of the new women's facility. This rate is level funded with no escalation to the daily rate per female offender from the prior two-year contract with Strafford County.

Respectfully Submitted,



William L. Wren



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  
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[www.nh.gov/nhdod](http://www.nh.gov/nhdod)

William L. Wrenn  
Commissioner

Robin H. Maddaus  
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 STRAFFORD COUNTY ("Contractor"), a New Hampshire Municipality with a place of business at 259 County Farm Road, Dover, NH 03820; P.O. Box 799, Dover, NH 03581.

WHEREAS, the State and Contractor entered into an agreement with an effective date of July 22, 2015, In-State Incarceration of State Sentenced Female Offender Services Agreement 2015-61 ("Agreement").

WHEREAS, the State and Contractor have agreed to make changes to the Completion Date, Price Limitation and Scope of Services of the Agreement; and

WHEREAS, the parties agree to extend the completion date and increase the price limitation; and

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

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read: "June 30, 2018";
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: "\$2,557,520.00" a total increase of "\$715,400.00";
3. To amend the Scope of Services, Exhibit A, Section 3, Paragraph 3.10., page 3 of 10, Sub-Paragraph 3.10.3., by inserting: "Contractor must 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.";
4. That Amendment Agreement #1 shall become effective from July 1, 2017 or upon the date of Governor and Executive Council approval, whichever is later, through June 30, 2018; and
5. That all other provisions of the Agreement shall remain in full force and effect.

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

SIGNATURE PAGE TO AMENDMENT AGREEMENT # 1 TO: In-State Incarceration of State Sentenced Female Offender Services Agreement 2015-61 ("Agreement").

STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

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

STRAFFORD COUNTY

By: George Maglaras  
Name: George Maglaras  
Title: County Commission Chairman  
Date: 5-18-17

STATE OF New Hampshire  
COUNTY OF Strafford

On this 18<sup>th</sup> day of May, 2017, before me, Jean L. Miccolo, the undersigned officer, personally appeared George Maglaras, known to me (or satisfactorily proven) to be the person whose name is signed above and acknowledged that he/she executed this document in the capacity indicated above.

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

Jean L. Miccolo  
Notary Public/Justice of the Peace



My Commission Expires: 1/14/20

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

5/25/17  
Date

Approved by the N.H. Governor and Executive Council

Date



**CERTIFICATE FOR MUNICIPALITIES**

I, (insert name) Leo E. Lessard, of (insert Municipality name) Stafford 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) 5/18/17.

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

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

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

County Commission Chairman: George Magleras  
 County Commission Vice Chairman: Robert J. Watson  
 County Commission Clerk: Leo E. Lessard  
 County Treasurer: Pamela J. Arnold

**IN WITNESS WHEREOF:** As the Clerk/Secretary of this municipality, I sign below upon this date: (insert date of signing) 5/18/17

Clerk/Secretary (signature) [Signature]  
 In the State and County of: (State and County names) Stafford County, New Hampshire

**NOTARY STATEMENT:** As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: New Hampshire, COUNTY OF: Stafford UPON THIS DATE (insert full date) 5/18/17, appeared before me (print full name of notary) Jean L. Miccolo, the undersigned officer personally appeared (insert officer's name) Leo E. Lessard

who acknowledged him/herself to be (insert title, and the name of municipality) Clerk, Stafford County Commissioners and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing by him/herself in the name of the Municipality.

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

[Signature]  
Jan 14, 2020





## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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 Primex<sup>3</sup>. 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.

<i>Participating Member:</i> Strafford County 259 County Farm Road Dover, NH 03820		<i>Member Number:</i> 605	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:		
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2017	1/1/2018	Each Occurrence		\$ 5,000,000
			General Aggregate		\$ 5,000,000
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input checked="" type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000  <input type="checkbox"/> Any auto	1/1/2017	1/1/2018	Combined Single Limit (Each Accident)		\$5,000,000
			Aggregate		\$5,000,000
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> Statutory		
			Each Accident		\$2,000,000
			Disease -- Each Employee		\$2,000,000
			Disease -- Policy Limit		
<input checked="" type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>	1/1/2017	1/1/2018	Blanket Limit, Replacement Cost (unless otherwise stated)		Deductible: \$1,000
<b>Description:</b> Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
NH Department of Corrections P.O. Box 1806 Concord, NH 03302			<b>By:</b> <i>Tammy Denver</i>
			<b>Date:</b> 5/19/2017    tdenver@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

STRAFFORD COUNTY COMMISSIONERS PUBLIC MEETING MINUTES  
THURSDAY, MAY 18, 2017, 8:30 A.M.

A public meeting of the Strafford County Commissioners was held May 18, 2017 at 8:30 a.m. in the Strafford County Justice and Administration Building, Commissioners' Conference Room, 259 County Farm Road, Dover, New Hampshire. Present were Commissioners Maglaras, Watson, and Lessard, Administrator Ray Bower, Diane Legere, Finance Director, Acting Superintendent Chris Brackett, Captain Joe McGivern, Skip Christenbury, Chief Technology Officer, Jim Gaunya, Maintenance Director, Michael Garcia, Jail Industries Program Director, Phelps Fullerton, Consultant, Jeremiah Johnson, McHenry Architecture and Jean Miccolo, Administrative Assistant.

1. Approve Minutes of May 11, 2017 Commissioners' Meeting: Commissioner Lessard motioned to accept the minutes of the May 11, 2017 meeting as presented. The motion was seconded by Commissioner Watson and approved unanimously.
2. Approve Resolution Re: Lease of Sheriff's In-Car Video Camera System: Finance Director Legere requested that the Commissioners approve the resolution for the 5 year lease for the Sheriff's in-car video camera system. The lease is for five (5) annual payment of \$9,176 at 4.02% interest. Commissioner Lessard motioned to approve the resolution for the lease as noted and authorize Administrator Bower to sign the appropriate paperwork. The motion was seconded by Commissioner Watson and approved unanimously on a roll call vote 3 to 0, as follows:

YEAS:       Lessard, Maglaras, Watson  
NAYS:       None

3. Update on RRH Courtyard Roof Enclosure: Phelps Fullerton, Consultant & Jeremiah Johnson, McHenry Architecture: Mr. Fullerton gave an update on the roof enclosure project for the courtyard at RRH. The preliminary figures quoted did not include gable end units, which are a necessary component of the enclosure. This increases the estimated cost to \$575,000 to \$600,000, much more than the originally anticipated amount of \$410,000. He noted that there are only 2 companies in the area that do this type of work. It was recommended that we hire a general contractor to oversee the work, as there are several components to it and subcontractors will be needed to perform other parts of the project and do it as a design/build. There was some discussion regarding the bid process. It was suggested that an interview process be set up to meet with those companies that would be interested in bidding on this type of project and discuss the best method to pursue. It was the consensus of the Commissioners to have Mr. Fullerton and McHenry Architecture work on putting together process to interview prospective general contractors and associates for the roof enclosure project.
4. Report from Michael Garcia, Jail Industries Director: Director Garcia reported that business is booming at Jail Industries, to the point where he would like to request that a part-time, 30 hour per week position be added. This would only affect this year's budget for one-half the year, as the position would be open in June. It was recommended that an employee who worked for the program for several, but resigned due to family issues was available to return in this position. The Commissioners agreed with this request.
5. Upcoming Events: The Commissioners reviewed the list of upcoming events on the agenda, as follows:
  - Tuesday, May 23, 2017, 3:00 to 6:00 p.m.: SOS VIP Reception & Grant Opening-Goodwin Community Health
  - Friday, June 2, 2017, 5:30 p.m.: Jail Facility Recognition Banquet, Governor's Inn, Rochester
  - Thursday, June 8, 5:30 p.m.: Wildlife Habitat Event for New England Cottontail Restoration Efforts, County Fields Conservation District and Cooperative Extension
  - Sat., July 15, 2:00 p.m.: Memorial Brick Walkway Dedication at Hyder House (Rain Date: Sun. July 16)
  - Tuesday, June 20, 2017, 8:00 a.m.: RRH Golf Tournament, Cochecho Country Club
6. Old Business: Chairman Maglaras asked if there was any old business to discuss. The following was discussed:
  - a. Administrator Bower noted that the New Hampshire State Department of Corrections has requested that we extend the contract to board their inmates for another year, through June of 2018 and to ensure that the HOC is in compliance with PREA (the Prison Rape Elimination Act), which we are. There was some discussion regarding the new State prison being built. Commissioner Lessard motioned to extend the boarding contract with the State DOC to extend the boarding contract for another year. Seconded by Commissioner Watson and approved unanimously by voice vote 3 to 0. Commissioner Maglaras signed the document after the meeting.
  - b. Maintenance Director Gaunya reported that he has contacted John Deere regarding the Mahindra tractor that we want to trade due to difficulties with it being a standard. They have a 75 HP John Deere tractor available for \$45,600 and will give us \$30,000 for the Mahindra, so it will cost us \$15,600 to trade. The Commissioners agreed with this request.

STRAFFORD COUNTY COMMISSIONERS PUBLIC MEETING MINUTES

THURSDAY, MAY 18, 2017, 8:30 A.M.

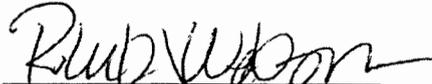
Page 2

7. New Business: Chairman Maglaras asked if there was any new business to discuss. The following matters were discussed:
- a. Acting Superintendent Brackett noted that there are three (3) doors that need to be changed. One needs to be enlarged in order to accommodate better access to the Jail Industries space. They would like to install two (2) metal roll-up doors for better ease in deliveries and pick-up in this area. There is also another door for Little J that needs to be replaced. The Commissioners agreed with this request.
  - b. Immigration and Customs Enforcement (ICE) recently conducted an inspection of the facility and found that bathroom accommodations for females was insufficient according to current standards, which require one bathroom for every 12 men and 1 bathroom for every 8 females. The Commissioners were in agreement with installing the additional bathroom facilities as necessary.
  - c. Acting Superintendent Brackett reported that there are currently boarding 299 inmates at the facility.
8. Questions and Comments from the Public Related to this Agenda: Chairman Maglaras asked if there were any questions or comments from the members of the public or other. There were none.
9. Non-public session for the Purposes of Discussing a Personnel Issue(s) Pursuant to RSA 91-A:3, II (a): Commissioner Lessard motioned to go into a non-public session for the purpose of discussing a personnel issue pursuant to RSA 91-A:3, II (a). Commissioner Watson seconded the motion and it was accepted unanimously on a roll call vote 3 to 0, as follows:
- YEAS: Lessard, Maglaras, Watson  
NAYS: None
10. Return to Public Session: Commissioner Lessard motioned to return to public session. Commissioner Watson seconded the motion and it was approved unanimously by voice vote 3 to 0.
11. Motion to Seal Non-Public Session Minutes: Commissioner Lessard motioned to seal the minutes of the non-public session. Seconded by Commissioner Watson and approved unanimously by voice vote 3 to 0.
12. Adjournment: Commissioner Lessard motioned to adjourn the meeting at 9:52 a.m.; seconded by Commissioner Watson and approved unanimously by voice vote 3 to 0. The Commissioners then signed paperwork as appropriate. The next meeting of the Commissioners is tentatively scheduled for Friday, May 26, 2017, 8:30 a.m.

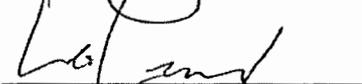
Respectfully submitted,



George Maglaras, Chairman



Robert J. Watson, Vice Chairman



Leo E. Lessard, Clerk

SAW



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

P.O. BOX 1806  
CONCORD, NH 03302-1806  
603-271-5610 FAX: 603-271-5639  
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William L. Wrenn  
Commissioner

Doreen Wittenberg  
Director

June 30, 2015

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

G & C

Pending \_\_\_\_\_  
Approved JULY 22, 2015  
Item # #61

**REQUESTED ACTION**

Authorize the New Hampshire Department of Corrections to enter into a **retroactive, sole source** contract with Strafford County (VC# 177478), P.O. Box 799, Dover, NH 03281 in the amount of \$1,842,120.00 for the provision of In-State Incarceration of State Sentenced Female Offender Services from July 1, 2015 through June 30, 2017, 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.

Funds are available in the following account, NHSP/W-Prison for Women: 02-46-46-466010-7111-102-500731 as follows with the authority to adjust encumbrances in each State Fiscal Year through the Budget Office if necessary and justified. Funding for SFY 2016 & 2017 is contingent upon the availability and continued appropriation of funds.

Strafford County			
Account	Description	SFY 16	SY 17
02-46-46-466010-7111-102-500731	Contract for Program Services	\$922,320.00	\$919,800.00
Total Contract Amount:			\$1,842,120.00

**EXPLANATION**

This contract is **retroactive** due to administrative delays and is **sole source** to preserve the continuity of care and services for our female population by continuing to use the same vendor prior to the future opening of the new NH State Prison for Women in Concord, NH. The current physical environment continues to be taxed due to overcrowding with an average current population of 134 female offenders. In an effort to maintain the necessary standard of custody and program service delivery, the NH Department of Corrections is requesting to maintain the current alternative location to house the overflow of State sentenced female offenders at the Strafford County Correctional Facility.

This contract will allow an approximate perpetual average of forty-five female offenders at a rate of \$56.00 per day per State fiscal year to be housed at the Strafford County Correctional Facility. This rate is level funded with no escalation to the daily rate per female offender from the prior four-year contract with Strafford County.

Respectfully Submitted,

William L. Wrenn  
Commissioner

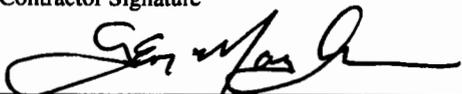
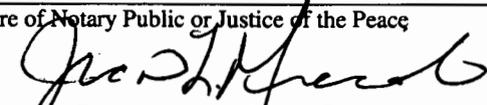
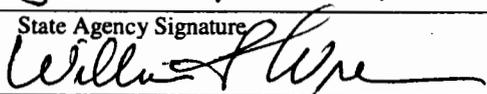
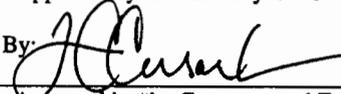
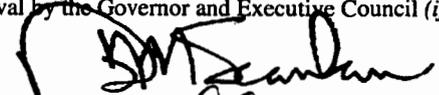
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address 105 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Strafford County		1.4 Contractor Address P.O. Box 799, Dover, NH 03581	
1.5 Contractor Phone Number (603) 742-1458	1.6 Account Number 02-46-46-466010-7111-102-500731	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$1,842,120.00
1.9 Contracting Officer for State Agency William L. Wrenn, Commissioner		1.10 State Agency Telephone Number (603) 271-5603	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory George Maglaras, Chairman	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Strafford</u> On <u>June 25, 2015</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] <u>Jean L. Miccolo, Notary Public</u>			
1.13.2 Name and Title of Notary of Justice of the Peace <u>Jean L. Miccolo, Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory William L. Wrenn, 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>7/2/15</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By:  On: <u>7-23-15</u>			



Deputy Sec of State

**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.

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 A: Scope of Services, Exhibit A**

**1. Purpose:**

The New Hampshire Department of Corrections is seeking services for the provision of confinement and supervision for up to forty-five (45) In-State Incarceration of State-Sentenced Female Offenders from the New Hampshire State Prison for Women (NHSP-W).

**2. Term of Contract:**

A Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning July 1, 2015 through June 30, 2017 with an option to renew for two (2) additional periods of up to one (1) year each subject to the approval by the Commissioner of the NH Department of Corrections and the Governor and Executive Council (G&C) of the State of New Hampshire.

**3. Description of Services:**

- 3.1. Placement of Offenders: The NH Department of Corrections shall attempt to avoid placing inmates with a 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.
- 3.2. Personal Items for Offenders: The NH Department of Corrections inmates shall receive the same clothing, food, bedding and personal hygiene items as provided to the Contractor inmates in the facility at no additional cost to the NH Department of Corrections inmates or to the NH Department of Corrections.
  - 3.2.1. The following items will be authorized to transfer with the NH State inmates to and from the Contractor facility: sweatshirts, undergarments and sneakers. Inmates discharged to any NH Department of Corrections facility will retain these items. If the inmate is discharged to the community ALL State issued property will be returned to the NH Department of Corrections.
- 3.3. Commissary Services: The Contractor shall offer NH Department of Corrections inmates the same access to the commissary (canteen) as available to the Contractor inmates and the Contractor shall manage the NH Department of Corrections inmates' accounts while they are at the Contractor's facility.
- 3.4. Medical and Dental Care Services:
  - 3.4.1. NH Department of Corrections inmates in the Contractor 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's facility shall be the financial responsibility of the NH Department of Corrections. The NH Department of Corrections shall not pay health care facilities and hospitals more than 110 percent (%) of the Medicare allowable rate for inpatient, outpatient, or emergency room care provided for prisoners in State and County correctional facilities. Healthcare facilities mean ambulatory and specialty-medical service centers licensed under RSA 151, and shall include but not be limited to surgical, rehabilitation, long term care clinics.
  - 3.4.2. Emergency Medical Services: The Contractor shall notify the NH Department of Corrections, Medical Operations Administrator of all emergency medical services to be provided. Services shall occur at a hospital with which the NH Department of Corrections has an established contract or with a medical facility already under contract by the Contractor. The notification and preapproval process shall be established with the NH the Department of Corrections and the Contractor.

- 3.4.2.1. Subsequent follow up medical care shall be preapproved by the NH Department of Corrections, Medical Operations Administrator.
- 3.4.2.2. The Contractor shall provide transportation when emergency medical services are needed.
- 3.4.2.3. The Contractor shall forward copies of all medical records (information) pertaining to an inmate's emergency medical service and any subsequent follow up care services to the NH Department of Corrections, Medical Operations Administrator.
- 3.4.3. Non-Emergency/Life-Threatening Services: All non-emergency/life-threatening scheduled medical care shall be preapproved by the NH Department of Corrections, Medical Operations Administrator. The preapproval process shall be established with the NH Department of Corrections and the Contractor.
  - 3.4.3.1. The Contractor shall forward copies of all medical records (information) pertaining to an inmate's non-emergency/life-threatening medical care service and any subsequent follow up care services to the NH Department of Corrections, Medical Operations Administrator.
  - 3.4.3.2. The Contractor shall provide transportation when emergency medical services are needed.
  - 3.4.3.3. The Contractor shall provide transportation when non-emergency outside medical care is provided by the Contractor contracted hospitals/medical providers at no charge to the NH Department of Corrections.
- 3.4.4. Dental Care Services: All routine and emergency dental care shall be the responsibility of the NH Department of Corrections to be performed on-site at the NH State Prison for Men (NHSP-M), Concord, NH.
  - 3.4.4.1. The Contractor shall notify the NH Department of Corrections, Medical Operations Administrator of required dental care services. All patient notes and documentation by the Contractor's Dental Officer shall be provided at the time of the request for services.
  - 3.4.4.2. Upon notification, the Medical Operations Administrator will coordinate transportation for the inmate from the Contractor's facility to a New Hampshire Department Correctional facility and return transportation to the Contractor's facility.
  - 3.4.4.3. The NH Department of Corrections shall provide transportation of the inmate to and from the Contractor's facility for dental care services, only.
- 3.5. Pharmaceutical Administration: NH Department of Corrections' inmates shall arrive at the Contractor's 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 inmate. 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 at the time the off-formulary medication is ordered. The Contractor shall send the documentation via fax or e-mail to the NH Department of Corrections Medical Operations Administrator for review by the Chief Medical Officer and/or Chief Psychiatric Officer. All off-formulary medications will be noted on the monthly invoices for follow-up by our Chief Medical Officer.
- 3.6. Programs: NH Department of Corrections inmates shall participate in the programming delivered to all female inmates in accordance with the percentage of the female inmate

- population they represent. **The Contractor shall provide a full description of programs offered** and at a minimum shall include:
- 3.6.1. Substance Abuse Services (SAS):
    - 3.6.1.1. Evidence based gender specific programs shall be delivered by a licensed Alcohol and Drug Counselor (LADC) or a LADC eligible individual.
    - 3.6.1.2. SAS shall include individual counseling, classroom work, and support groups.
    - 3.6.1.3. SAS shall be made available to NH Department of Corrections inmates at a minimum of once each week throughout the year.
  - 3.6.2. Mental Health Services:
    - 3.6.2.1. Throughout the duration of incarceration at the Contractor's facility, a NH Department of Corrections inmate shall have access to a licensed mental health clinician who provides treatment to include but not limit to crisis management, coping skills and women's issues. Psychiatric staff will also be available for maintenance of their psychiatric issues and diagnostic clarification of new cases and management of existing psychiatric conditions upon referral from the Contractor's licensed mental health clinician.
  - 3.6.3. Educational Services:
    - 3.6.3.1. NH Department of Corrections inmates shall be able to participate in GED and high school credit bearing classes provided by a Department of Education certified instructor on a weekly basis.
  - 3.7. **Contractor Rules and Policies:** NH Department of Corrections inmates shall engage in programming, recreation and visitation in accordance with the rules and policies of the Contractor, notwithstanding 3.8.3.
    - 3.7.1. The Department of Corrections inmates shall be advised of, and shall adhere to, the rules and policies of the Contractor and shall be subject to the disciplinary processes and sanctions of the Contractor.
  - 3.8. **Work-Status Compensation:**
    - 3.8.1. The Contractor shall allow NH Department of Corrections inmates' access to work and/or skill development opportunities in the Contractor's facility and receive the same compensation rates available to other inmates. This compensation shall be included in the daily rate.
    - 3.8.2. All NH Department of Corrections inmates without a paying job will be paid \$1.00 a day, 5 days a week, by the Contractor.
    - 3.8.3. All NH Department of Corrections inmates will be considered employed for visitation purposes.
  - 3.9. **Searches:** The Contractor shall ensure housing units where NH Department of Corrections female inmates shall always have at least one female staff member on duty at all times. Male staff shall not conduct clothed or unclothed searches of female inmates absent emergency circumstances as defined by the Contractor's policy.
  - 3.10. **Prison Rape Elimination Act (PREA):**
    - 3.10.1. The Contractor shall have standards consistent with the requirements of the Federal Prison Rape Elimination Act. The NH Department of Corrections shall be notified of any changes to these standards.
    - 3.10.2. A copy of the Contractor PREA standards 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.

- 3.11. Transportation of Offender:
- 3.11.1. Custody transport of an inmate to/from the Contractor's facility from/to the NH Department of Corrections shall be the responsibility of the NH Department of Corrections.
  - 3.11.2. The Contractor shall be responsible for all other transportation, except for Dental Care Services, Section 3.4.4 and 3.11.1, above, at no additional charge to the inmate or to the NH Department of Corrections for any transportation required for the inmates while at the Contractor's facility.
  - 3.11.3. Transport by the Contractor of a NH Department of Corrections inmate shall occur with at least one (1) Contractor female staff member present at all times.
- 3.12. Classification Custody: NH Department of Corrections' inmates shall be housed at a classification custody level that most closely parallels the NH Department of Corrections classification system and shall be afforded the privileges in accordance with the NH Department of Corrections classification system. If these privileges are contrary to the procedures of the Contractor, the Contractor's procedures shall take precedence. NH Department of Corrections inmates shall not be housed in a reduced custody setting without the prior written approval of the NH Department of Corrections Classification Administrator or designee.
- 3.13. Inmate Representation: The NH Department of Corrections shall have NH Department of Corrections representative/personnel available to meet with the NH Department of Corrections inmates at the Contractor's facility to facilitate release planning and to address concerns raised by the inmates. 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 inmates at the Contractor's facility and to monitor Contract requirements.

**4. Location of Services:**

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

NH Department of Corrections Location Requiring this Service

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

**5. Average Projected Inmate Population: (NOT APPLICABLE)**

**6. General Service Provisions:**

- 6.1. NH Department of Corrections Contact: The Warden, NH State Prison for Women (NHSP-W), or designee shall contact the Contractor when service is needed.
- 6.2. 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.
- 6.3. Rules and Regulations: The Contractor agrees to comply with all rules and regulations of the NH Department of Corrections.
- 6.4. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the Contract. This provision will require Governor and Executive Council approval.
- 6.5. Qualifications/Licenses and Credentials: The Contractor shall ensure that qualified professionals possess the required credentials, licenses and/or certificate required by law and regulations to provide the services required.

- 6.6. Change of Ownership: In the event that the 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.
- 6.7. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the NH Department of Corrections for the duration of the Contract. The Contractor shall notify the NH Department of Corrections of such named Liaison within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the name, title, address, telephone number, fax number and e-mail address of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.
- 6.7.1. 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 Vendor under this paragraph.
- 6.7.2. 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.
- 6.7.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Department of Corrections, Warden, NHSP-W, 317 Mast Road, GoffstownConcord, NH 03045.
- 6.8. Contractor Liaisons Responsibilities: The representative shall be responsible for:
- 6.8.1. represent the Contractor on all matters pertaining to the Contract. Such a representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract;
- 6.8.2. monitor the Contractor's compliance with the terms of the Contract;
- 6.8.3. receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract; and
- 6.8.4. meet with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 6.9. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections Commissioner of Corrections, or designees, shall act as liaison between the Contractor and NH Department of Corrections for the duration of the Contract. NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract and shall provide the Contractor with written notice of such change. NH Department of Corrections representative shall be responsible for:
- 6.9.1. represent NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent NH Department of Corrections regarding all aspects of the Contract subject to the New Hampshire Governor and Executive Council approval, where needed;
- 6.9.2. monitor compliance with the terms of the Contract;
- 6.9.3. respond to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the time frames specified by the Contract;
- 6.9.4. meet with the Contractor's representative on a periodic or as-needed basis and resolving issues which arise; and

- 6.9.5. inform the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 6.10. **Reporting Requirements:** The Contractor shall provide reports as requested below:
- 6.10.1. the Contractor shall provide any and all reports as requested on an as needed basis according to a schedule and format to be determined by the NH Department of Corrections including but not limited to monthly summary of inmates served, medical and health, programming and educational services and work compensation provided by the Contractor;
- 6.10.2. any information requested by the NH Department of Corrections; and
- 6.10.3. review reports submitted by the Contractor. NH Department of Corrections shall determine the acceptability of the reports. If they are not deemed acceptable, NH Department of Corrections shall notify the Contractor and explain the deficiencies.
- 6.11. **Performance Evaluation:** NH Department of Corrections shall, at its sole discretion:
- 6.11.1. monitor and evaluate the Contractor's compliance with the terms of the Contract;
- 6.11.2. request additional reports the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract.
- 7. Other Contract Provisions:**
- 7.1. **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.
- 7.1.1. The Department of Corrections has the right to terminate the Contract, if the NH Department of Corrections determines that the Contractor is:
- not in compliance with the terms of the Contract, or; and
  - as otherwise permitted by law or as stipulated within this Contract.
- 7.2. **Coordination of Efforts:** The Contractor shall fully coordinate their activities in 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 NH Department of Corrections as requested by NH Department of Corrections throughout the effective period of the Contract.
- 8. Bankruptcy or Insolvency Proceeding Notification:**
- 8.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the NH Department of Corrections immediately.
- 8.2. Upon learning of the actions herein identified, the NH Department of Corrections reserves the right at its sole discretion to either cancel the Contract in whole or in part, or, re-affirm the Contract in whole or in part.
- 9. Embodiment of the Contract:**
- 9.1. The Contract between the NH Department of Corrections and the Contractor or shall consist of:
- 9.1.1. the Request for Proposal (RFP) and any amendments thereto;
- 9.1.2. the proposal submitted by the Contractor in response to the RFP; and/or
- 9.1.3. a negotiated document (Contract) agreed to by and between the parties that is ratified by a "meeting of the minds" after careful consideration of all of the terms and conditions and that which is approved by the Commissioner of the NH

Department of Corrections and the Governor and Executive Council of the State of  
New Hampshire.

- 9.2. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the negotiated document noted in 9.1.3. shall govern.
- 9.3. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the 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.

**10. Cancellation of Contract:**

- 10.1. The Department of Corrections may cancel the Contract at any time for breach of Contractual obligations by providing the Contractor with a written notice of such cancellation.
- 10.2. Should the NH Department of Corrections exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.
- 10.3. 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.
- 10.4. The NH Department of Corrections reserves the right to cancel the Contract for the convenience of the State with no penalties by giving the Contractor sixty (60) days' notice of said cancellation.

**11. 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 Contractor to assure the orderly and uninterrupted transition from one Contractor to another.

**12. Audit Requirement:**

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

**13. Additional Items/Locations:**

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

**14. Information:**

- 14.1. In performing its obligations under the Contract, the Contractor may gain access to information of the inmates/patients, including confidential information. 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.
- 14.2. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the inmate/patient that becomes available to the Contractor in connection with its performance under the Contract.
- 14.3. In the event of unauthorized use or disclosure of the inmates/patients information, the Contractor shall immediately notify the NH Department of Corrections.

- 14.4. 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.

**15. Special Notes:**

- 15.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 15.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract.
- 15.3. Locations per Contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Contractor.
- 15.4. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:
- 15.4.1. give the Contractor fourteen (14) days written notice of the proposed change; and
- 15.4.2. secure the Contractor's written agreement to the proposed changes.
- 15.5. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.
- 15.6. Any change in the Contract including the Contractor's responsibilities and NH Department of Corrections responsibilities described herein, whether by modification and or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representatives of the Contractor and the NH Department of Corrections approved by the Governor and Executive Council.



**Section C: Special Provisions, Exhibit C**

**1. Special Provisions:**

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

**The remainder of this page is intentionally blank.**

**CERTIFICATE FOR  
MUNICIPALITIES**

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

1. I am a duly elected and acting Clerk/Secretary for the Municipality documented above, which is in the State of (insert name of State) **New Hampshire**.
2. I maintain and have custody of, and am familiar with, the minute books of the Municipality;
3. I am duly authorized to issue certificates with respect to the contents of such books;
4. The following are true, accurate and complete copies of the resolutions adopted during an official meeting of the Municipality. Said meeting was held in accordance with the laws and by-laws of the State, upon the following date: (insert meeting date) **June 25, 2015**.

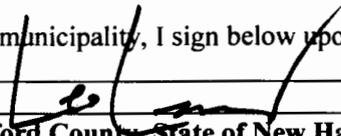
**RESOLVED:** That this Municipality shall enter into a contract with the State of New Hampshire, acting by and through the **Strafford County Commissioners** providing for the performance by this Municipality of certain services as documented within the foregoing Contract, and that the official listed, (document the title of the official authorizing the contract, and document the name of the individual filling that position) **George Maglaras, Chairman**, on behalf of this Municipality, is authorized and directed to enter into the said contract with the State of New Hampshire Division of Corrections, 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)

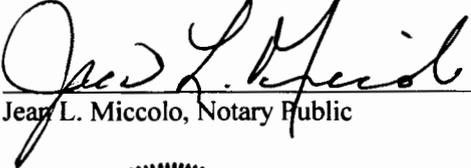
County Commission Chairman: **George Maglaras**  
County Commission Vice Chairman: **Robert J. Watson**  
County Commission Clerk: **Leo Lessard**  
County Treasurer: **Pamela Arnold**

**IN WITNESS WHEREOF:** As the Clerk/Secretary of this municipality, I sign below upon this date: (insert date of signing) **June 25, 2015**

Clerk/Secretary (signature) **Leo Lessard, Clerk** X   
In the State and County of: (State and County names) **Strafford County, State of New Hampshire**

**NOTARY STATEMENT:** As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: **New Hampshire**, COUNTY OF: **Strafford** UPON THIS DATE (insert full date) **June 25, 2015**, appeared before me (print full name of notary) **Jean L. Miccolo**, the undersigned officer personally appeared (insert officer's name) **Leo Lessard**, who acknowledged him/herself to be (insert title, and the name of municipality) **Clerk, Board of Strafford County Commissioners** and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing by him/herself in the name of the Municipality.

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

  
Jean L. Miccolo, Notary Public

**Exp 1/14/20**  
My Commission Expires January 14, 2020





## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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 Primex<sup>3</sup>. 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.

<b>Participating Member:</b> Strafford County 259 County Farm Road Dover, NH 03820	<b>Member Number:</b> 605	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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X	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2015	1/1/2016	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	\$
				Med Exp (Any one person)	
X	Automobile Liability Deductible    Comp and Coll: \$1,000  <input type="checkbox"/> Any auto	1/1/2015	1/1/2016	Combined Single Limit (Each Accident)	\$5,000,000
				Aggregate	\$5,000,000
X	Workers' Compensation & Employers' Liability	1/1/2015	1/1/2016	X    Statutory	
				Each Accident	\$2,000,000
				Disease – Each Employee	\$2,000,000
				Disease – Policy Limit	\$
X	Property (Special Risk Includes Fire and Theft)	1/1/2015	1/1/2016	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: 1,000

**Description:** Proof of Primex Member coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>
NH Dept of Corrections PO Box 1806 Concord, NH 03302-1806			By: <i>Tammy Denver</i> Date: 1/23/2015    tdenver@nhprimex.org Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 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 if stored in a secured vehicle):
- j) Knives and knife-like weapons, clubs and club-like weapons,
  - (1) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
  - (2) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
  - (3) pornography or pictures of visitors or prospective visitors undressed,
  - (4) cell phones and radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
  - (5) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
  - (6) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
  - (7) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

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.

George Maglaras  
Name

Jean L. Miccolo  
Witness Name

  
Signature

  
Signature

6-25-15  
Date

6-25-15  
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 in the performance of your services for which you have been contracted.
  - b. Giving or selling of anything
  - c. Accepting or buying anything
2. Any person providing contract services who is found to be under the influence of intoxicants or drugs will be removed from facility grounds and barred from future entry to the NH Department of Corrections property.
3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action under RSA 622:24 or other statutes.
4. In the event of any emergency situation, i.e., fire, disturbance, etc., you will follow the instructions of the escorting staff or report immediately to the closest available staff.
5. All rules, regulations and policies of the NH Department of Corrections are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for immediate assistance from a staff member.
6. Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and will not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and will be subject to removal for failing to do so.
7. During the performance of your services you are responsible to the facility administrator, and by your signature below, agree to abide by all the rules, regulations, policies and procedures of the NH Department of Corrections and the State of New Hampshire.
8. In lieu of Contracted staff participating in the Corrections Academy, the Vendor through the Commissioner or his designees will establish a training/orientation facilitated by the Vendor to supplement this requirement and appropriate orient Vendor staff to the rules, regulations, polices and procedures of the Department of Corrections and the State of New Hampshire.

George Maglaras  
Name

Jean L. Miccolo  
Witness Name

  
Signature

  
Signature

6-25-15  
Date

6-25-15  
Date

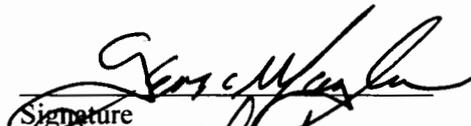
NH DEPARTMENT OF CORRECTIONS  
CONFIDENTIALITY OF INFORMATION AGREEMENT

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

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

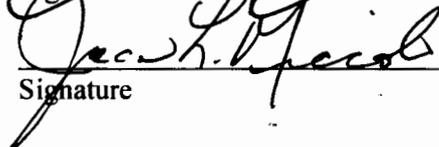
Any violation of the above may result in immediate termination of any and all contractual obligations.

George Maglaras  
Name

  
Signature

6-25-15  
Date

Jean L. Miccolo  
Witness Name

  
Signature

6-25-15  
Date



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION**

**William L. Wrenn  
Commissioner**

**Doreen Wittenberg  
Director**

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

**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): George Maglaras Date: 6-25-15  
(Name of Contract Signatory)

Signature:   
(Signature of Contract Signatory)