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STATE OF NEW HAMPSHIRE

JUN 18 '21 PM 3:03 RCVD

DEPARTMENT OF CORRECTIONS

DIVISION OF ADMINISTRATION

P.O. BOX 1806

CONCORD, NH 03302-1806

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

TDD Access: 1-800-735-2964

www.nh.gov/nhdoc

Helen E. Hanks
Commissioner

Robin H. Maddaus
Director

June 18, 2021

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

REQUESTED ACTION

Authorize the NH Department of Corrections (NHDOC) to amend an existing contract (Contract #1074825), with Johnstone Enterprises, LTD d/b/a Granite State Shuttle Service (VC# 156475), 760 Central Avenue, Dover, NH 03280, for the provision of In-State Courier services for the Northern NH Correctional Facility, by exercising a contract renewal option by increasing the price limitation by $95,863.56 from $136,764.16 to $232,627.72, and extending the completion date from June 30, 2021 to June 30, 2023 effective upon approval of Governor and Executive Council. The original contract, Agreement, was approved by the Governor and Executive Council on June 6, 2018, Item #76. 100% General Funds

Funds are anticipated to be available in the following account, *Northern NH Correctional Facility (NCF)*: 02-46-46-463510-3373-102-500731 for Fiscal Years 2022 and 2023, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between State fiscal years within the price limitation through the Budget Office, if needed and justified.

Original Contract, Agreement: Johnstone Enterprises, LTD d/b/a Granite State Shuttle Service					
Account	Description	FY 19-21	FY 22	FY 23	Total
02-46-46-463510-3373-102-500731	Services	136,764.16	-	-	136,764.16

Amendment Agreement #1					
Account	Description	FY 19-21	FY 22	FY 23	Total
02-46-46-463510-3373-102-500731	Services	-	47,457.28	48,406.28	95,863.56
Total Contract Amount		136,764.16	47,457.28	48,406.28	$ 232,627.72

EXPLANATION

This amendment contract will provide courier services to transport medications and interdepartmental communications for NCF, Berlin, NH. On a daily basis, five (5) days a week, excluding weekends, courier services will be provided between the NH State Prison for Men (NHSP-M), Concord, NH and NCF. In addition, this contract will provide courier services once a month to transport urine samples, urine supplies and blood draw specimens from NCF to other State Agencies for processing.

Respectfully Submitted,

Helen E. Hanks
Commissioner

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

Helen E. Hanks
Commissioner

Corey P. Riendeau
Warden

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 JOHNSTONE ENTERPRISES, LTD D/B/A GRANITE STATE SHUTTLE SERVICE ("Contractor"), a New Hampshire Profit Corporation with a place of business at 760 Central Avenue, Dover, NH 03280.

WHEREAS, pursuant to a Contract ("Agreement 2018-76") approved by the Governor and Executive Council on June 6, 2018, Item #76 with an effective date of July 1, 2018, the Contractor agreed to perform In-State Courier Services based upon the terms and conditions specified in the original Agreement as amended and in consideration of certain sums specified; and

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

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

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

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

To amend as follows:

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read: "June 30, 2023";

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: "$232,627.72" a total increase of $95,863.56;

3. Scope of Services, Exhibit A, Section 2., Terms of Contract, to read:

   "Amendment #1 exercises the option to renew for one (1) additional period of up to two (2) years and shall become effective on July 1, 2021 for the period of July 1, 2021 through June 30, 2023 with the approval of the Commissioner of the NH Department of Corrections (NHDOC) and upon Governor and Executive Council (G&C) approval."

4. That all other provisions of the original Agreement shall remain in full force and effect.

SIGNATURE PAGE TO AMENDMENT AGREEMENT #1 TO: In-State Courier Services 2018-76 ("Agreement").

STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

By: Helen E. Hanks
Name: Helen E. Hanks
Title: Commissioner
Date: 6/17/2021

JOHNSTONE ENTERPRISES, LTD D/B/A GRANITE STATE SHUTTLE SERVICE

By: Mark E. Johnstone
Name: Mark E. Johnstone
Title: President
Date: June 16, 2021

STATE OF New Hampshire

COUNTY OF Strafford

On this 17 day of June 2021, before me, Brita L. Pedersen, the undersigned officer, personally appeared Mark E. Johnstone known to me (or satisfactorily proven) to be the person whose name is signed above and acknowledged that he/she executed this document in the capacity indicated above.

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

Notary Public/Justice of the Peace

BRITA L PEDERSEN
Notary Public - New Hampshire
My Commission Expires May 1, 2024

My Commission Expires: 05/01/2024

Takhmina Rakhmatova

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

6/18/2021
Date

Approved by the N.H. Governor and Executive Council

Date

State of New Hampshire

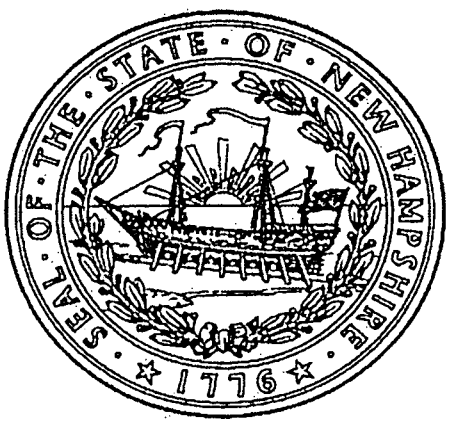
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that JOHNSTONE ENTERPRISES, LTD. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on March 01, 1988. 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: **125832**

Certificate Number : **0005381855**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this **15th** day of **June** A.D. **2021.**

William M. Gardner
Secretary of State

State of New Hampshire
Department of State
2021 ANNUAL REPORT

Filed
Date Filed : 02/05/2021 04:30:00 PM
Effective Date : 02/05/2021 04:30:00 PM
Filing # : 5260581 Pages : 1
Business ID : 125832
William M. Gardner
Secretary of State
State of New Hampshire

BUSINESS NAME:	**JOHNSTONE ENTERPRISES, LTD.**
BUSINESS TYPE:	**Domestic Profit Corporation**
BUSINESS ID:	**125832**
STATE OF INCORPORATION:	**New Hampshire**

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
760 Central Avenue Dover, NH, 03820, USA	**760 Central Avenue Dover, NH, 03820, USA**

REGISTERED AGENT AND OFFICE	
REGISTERED AGENT:	**Ahlgren, John L**
REGISTERED AGENT OFFICE ADDRESS:	**127 Parrott Avenue Portsmouth, NH, 03801, USA**

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
OTHER / CARRIER AND MESSENGER SERVICE	

OFFICER / DIRECTOR INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Mark E. Johnstone	**760 Central Avenue, Dover, NH, 03820, USA**	**President**
John L. Ahlgren	**127 Parrott Avenue, Portsmouth, NH, 03801, USA**	**Secretary**
Mark E. Johnstone	**760 Central Avenue, Dover, NH, 03820, USA**	**Treasurer**
Mark E. Johnstone	**760 Central Avenue, Dover, NH, 03820, USA**	**Director**

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Title: **President**
Signature:
Name of Signer: **Mark E. Johnstone**

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GRANITE STATE SHUTTLE SERVICE is a New Hampshire Trade Name registered to transact business in New Hampshire on January 02, 1990. 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: **131427**

Certificate Number : **0005381858**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this **15th** day of **June** A.D. **2021.**

William M. Gardner
Secretary of State

Filed
Date Filed : 07/30/2019 04:30:00 PM
Effective Date : 01/02/2020 12:00:00 AM
Filing # : 4558790 Pages : 1
Business ID : 131427
William M. Gardner
Secretary of State
State of New Hampshire

State of New Hampshire
Department of State

APPLICATION FOR RENEWAL OF TRADE NAME
First Notice

GRANITE STATE SHUTTLE SERVICE (BUSINESS ID# 131427)
Business Type: Trade Name
Expiration Date: January 02, 2020

Filing Fee: $50.00

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
760 Central Ave, Dover, NH, 03820, USA	760 Central Ave, Dover, NH, 03820, USA
NEW PRINCIPAL OFFICE ADDRESS	**NEW MAILING ADDRESS**

The following trade name member(s) is/are doing business under the above listed Trade Name. You must contact this office if there is a change in trade name members:

Registered By:

Name	Address
JOHNSTONE ENTERPRISES, LTD. (125832)	760 Central Avenue, Dover, NH, 03820, USA

☐ Check here if trade name member(s) address(es) has changed and indicate change(s) below.

Street and/or PO Box No. City/Town State Zip

Principal Purpose of the Trade Name/Forced DBA:

NAICS CODE	NAICS SUB CODE
OTHER / COURIER, MESSENGER SERVICE	

Signed: (Must be signed by all listed trade name members. Note: If a business is a member the authorized person signing must include their title.)

President

Disclaimer: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Mailing Address - Corporations Division, NH Department of State, 107 North Main Street, Concord, NH 03301-4989
Physical Location - State House Annex, 3rd Floor, Room 317, 25 Capitol Street, Concord, NH 03301
Phone: 603-271-3246|**Fax:** 603-271-3247|**Email:** corporate@sos.nh.gov|**Website:** sos.nh.gov

MINUTES OF SPECIAL MEETING
OF THE SHAREHOLDERS AND DIRECTORS OF

JOHNSTONE ENTERPRISES, LTD.

A special meeting of the Shareholders and Directors of Johnstone Enterprises, Ltd. was held at the office of the Corporation on June 16, 2021, in accordance with the Bylaws. The Shareholders and Directors were present. The President presided.

Upon motion, duly made and seconded, it was unanimously

VOTED: To elect the following Director(s) and Officers for the ensuing year and to serve until such time as his successor shall be elected and qualified:

PRESIDENT:	Mark E. Johnstone
VICE PRESIDENT:	N/A
TREASURER:	Mark E. Johnstone
SECRETARY:	Mark E. Johnstone
DIRECTORS:	Mark E. Johnstone

VOTED: That a copy of this document signed by the Directors and Shareholders be filed with the Secretary of the Corporation as part of its corporate records.

Dated: June 16, 2021

Mark E. Johnstone, Director/Shareholder

CONSENT

The undersigned, being the sole Shareholder and Director of Johnstone Enterprises, Ltd. hereby waive notice and consent to the action taken at the special meeting on June 16, 2021, in accordance with RSA 293-A:7.06 and RSA 293-A:8.23, respectively.

Dated: June 16, 2021

Mark E. Johnstone, Director/Shareholder

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/16/2021

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
Risk Strategies Company
P.O. Box 360017
Cleveland OH 44136

CONTACT NAME: Carmen Polanco
PHONE (A/C, No, Ext): 914-512-9341 FAX (A/C, No): 440-260-0218
E-MAIL ADDRESS: cpolanco@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkley Specialty Insurance Company	31295
INSURER B : Riverport Insurance Co.	36684
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 208007
Johnstone Enterprises LTD; JML Courier Services, LLC
Granite State Shuttle Service
760 Central Avenue
Dover NH 03820

COVERAGES **CERTIFICATE NUMBER:** 911044985 **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	X COMMERCIAL GENERAL LIABILITY			QTP000012310	7/1/2020	7/1/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B A	AUTOMOBILE LIABILITY			QTA4AK000012510	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			QTH000012310	7/1/2020	7/1/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Physical Damage			QTP000012310	7/1/2020	7/1/2021	Deductible	$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The auto policies listed on this certificate do not provide coverage for unscheduled short-term rental vehicles
The general liability coverage includes The NH Dept. of Corrections as Additional Insured, solely as respects the Named Insured's operations and negligence.

Subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

The NH Dept. Of Corrections
PO Box 1806
Concord NH 03302

CANCELLATION

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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NHMTA
NEW HAMPSHIRE MOTOR TRANSPORT ASSOCIATION

P.O. Box 3898
Concord, NH 03302-3898
(603) 224-7337

CERTIFICATE OF INSURANCE

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.

This is to certify that: Johnstone Enterprises LTD, DBA Granite State Shutt
760 Central Avenue
Dover, NH 03820

Certificate #: 61

Is, at the issue date of this certificate, insured by the Company, under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition or other document with respect to which this certificate may be issued.

COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATE: NH

TYPE OF POLICY	EXP DATE	POLICY NUMBER	LIMIT OF LIABILITY	
	Continuous*			
	Extended			
	Policy Term			
Workers' Compensation Any Proprietor/Partner/Executive Officer/Member Excluded? Yes: ☑ If yes, describe under Description of Operations below	01/01/2021-01/01/2022	P000678NHMTA2021	Bodily Injury by Disease Policy Limit	$500,000
			Bodily Injury by Disease Each Person	$500,000
			Bodily Injury By Accident	$500,000

Description of Operations:

ADDITIONAL COMMENTS:

*If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (Not applicable unless a number of days is entered below.) Before the stated expiration date, the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days. Notice of such cancellation has been mailed to:

NH MOTOR TRANSPORT ASSOCIATION SELF-INSURANCE GROUP TRUST

The NH Department of Corrections
PO box 1806

Concord, NH 033021806

Authorized Representative

Concord, NH	603-224-7337	12/08/2020
Office	Phone Number	Date Issued

Granite State Shuttle Service
760 Central Avenue
Dover, NH 03820
1-800-633-9222

June 17,2021
NH Department of Corrections
Contracts Administrator
Attention: Jennifer Lind
PO Box 1806
Concord, NH 03302

Dear Ms. Lind:

This letter is in response to the NHDOC request for a new certificate of insurance related to services we will provide under a contract beginning July 1, 2021.

GSSS provided a certificate of insurance with our proposal response that has an expiration date of June 30, 2021. Annually GSSS looks for new sources of insurance to assure our prices are competitive. We are currently completing that process and will continue be insured as required when the new contract begins. We anticipate obtaining the new certificate no later than June 30, 2021, and will forward it to you upon receipt.

We want to assure all involved in this process that GSSS is currently insured and will continue to be so for the life of our contract with the State of New Hampshire.

Sincerely,

Mark Johnstone
President & chief operating Officer

NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

Cor 307 Items Considered Contraband. Contraband shall consist of:

a) Any substance or item whose possession in 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.

Mark E. Johnstone		June 16, 2021
Name	Signature	Date

NH DEPARTMENT OF CORRECTIONS

RULES OF CONDUCT FOR PERSONS PROVIDING CONTRACT SERVICES

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

2. Any person providing contract services who is found to be under the influence of intoxicants or drugs will be removed from facility grounds and barred from future entry to NH Department of Corrections property.

3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, Part COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action under RSA 622:24 or other statutes.

4. In the event of any emergency situation, i.e., fire, disturbance, etc., you will follow the instructions of the escorting staff or report immediately to the closest available staff.

5. All rules, regulations and policies of the NH Department of Corrections are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for immediate assistance from a staff member.

6. Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and will not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and will be subject to removal for failing to do so.

7. During the performance of your services you are responsible to the facility administrator, and by your signature below, agree to abide by all the rules, regulations, policies and procedures of the NH Department of Corrections and the State of New Hampshire.

8. In lieu of Contracted staff participating in the Corrections Academy, the Vendor through the Commissioner or his designees will establish a training/orientation facilitated by the Vendor to supplement this requirement and appropriate orient Vendor staff to the rules, regulations, policies and procedures of the Department of Corrections and the State of New Hampshire.

Mark E. Johnstone		June 16, 2021
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 persons under Departmental control 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.

Mark E. Johnstone		June 16, 2021
Name	Signature	Date

NH DEPARTMENT OF CORRECTIONS

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions

a. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

f. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

j. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

k. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time.

(2) Use and Disclosure of Protected Health Information

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

b. Business Associate may use or disclose PHI:

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

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

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

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

(3) <u>Obligations and Activities of Business Associate</u>

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

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

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

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

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

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

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

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

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

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

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

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

(4) <u>Obligations of Covered Entity</u>

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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

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

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

NH Department of Corrections	Johnstone Enterprises, LTD d/b/a Granite State Shuttle Service
State of New Hampshire Agency Name	Contractor Name
Signature of Authorized Representative	Contractor Representative Signature
Helen E. Hanks	Mark E. Johnstone
Authorized DOC Representative Name	Authorized Contractor Representative Name
Commissioner	President
Authorized DOC Representative Title	Authorized Contractor Representative Title
6/17/2021	June 16, 2021
Date	Date

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Helen E. Hanks
Commissioner

Robin Maddaus
Director

PRISON RAPE ELIMINATION ACT

ACKNOWLEDGEMENT FORM

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

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

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

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

As a Contractor and/or Subcontractor of the NH Department of Corrections, I acknowledge that I have been provided information on the Prison Rape Elimination Act of 2003 Public Law 108–79—Sept. 4, 2003 and have been informed that as a Contractor and/or Subcontractor of the NH Department of Corrections, sexual conduct between Contractor and/or Subcontractor and offenders is prohibited. Sexual harassment or sexual misconduct involving an offender can be a violation of NH RSA 632-A:2, 632-A:3 and 632-A:4, Chapter 632-A: Sexual Assault and Related Offenses, and result in criminal prosecution.

As a Contractor and/or Subcontractor of the NH Department of Corrections, I understand that I shall inform all employees of the Contractor and/or Subcontractor to adhere to all policies concerning PREA, RSA 632-A:2, RSA 632-A:3, RSA 632-A:4 and departmental policies including NHDOC PPD 5.19 - PREA; NHDOC Administrative Rules, Conduct and Confidentiality Information regarding my conduct, reporting of incidents and treatment of those under the supervision of the NH Department of Corrections. (Ref. RSA Chapter 632-A, NHDOC PPD 5.19 and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print): Mark E. Johnstone **Date:** June 16, 2021
(Name of Contract Signatory)

Signature: _____
(Signature of Contract Signatory)

RHM

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Helen E. Hanks
Commissioner

Robin H. Maddaus
Director

G & C
Pending
Approved JUE 6, 2018
Item # #76

May 14, 2018

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

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections to enter into a three-year contract with Johnstone Enterprises, LTD d/b/a Granite State Shuttle Service (VC # 156475), 760 Central Avenue, Dover, NH 03280, in the amount of $136,764.16, for the provision of In-State Courier Services for the Northern NH Correctional Facility, effective upon Governor and Executive Council approval for the period beginning July 1, 2018 through June 30, 2021, with the option to renew for one (1) additional period of up to two (2) year(s) subject to Governor and Executive Council approval. 100% General Funds

Funding for this contract is available in account, *Berlin Prison (NCF)*, 02-46-46-463510-3373-102-500731, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office, if needed and justified. Funding for SFY 2020 and 2021 is contingent upon the availability and continued appropriation of funds.

Johnstone Enterprises, LTD d/b/a Granite State Shuttle Service

Account	Description	SFY 2019	SFY 2020	SFY 2021
02-46-46-463510-3373-102-500731	Contract for Program Services	44,720.00	45,552.00	46,492.16
Total Contract Amount:				$136,764.16

EXPLANATION

This contract provides courier services to transport medications and interdepartmental communications for the Northern NH Correctional Facility, Berlin, NH. On a daily basis, five (5) days a week, excluding weekends, courier services will be provided between the NH State Prison for Men (NHSP-M) and the Northern NH Correctional Facility, Berlin, NH. In addition, this contract will provide courier services once a month to transport urine samples, urine supplies and blood draw specimens from the Northern NH Correctional Facility to other State Agencies for processing.

The RFP was posted on the New Hampshire Department of Corrections website: http://www.nh.gov.nhdoc/business/rfp.html for six (6) consecutive weeks and notified seven (7) potential vendors of the RFP posting. As a result of the issuance of the RFP, two (2) potential vendors responded by submitting their proposal. After the review of the proposals and in accordance with the RFP Terms and Conditions, the New

Hampshire Department of Corrections awarded the contract, in the amount of $136,764.16, to the incumbent, Johnstone Enterprises, LTD d/b/a Granite State Shuttle Service.

This RFP was scored utilizing a consensus methodology by a four (4) person evaluation committee for the purposes of preserving the privacy of the evaluators. The evaluation committee consisted of the following New Hampshire Department of Corrections employees: Scott A. Newton, Lieutenant, Northern NH Correctional Facility; Joey Pelletier, Sergeant, Operations, Northern NH Correctional Facility, Joyce Leeka, Operations Administrator, NH Department of Corrections and Jennifer Lind, Contract/Grant Administrator, NH Department of Corrections.

Respectfully Submitted,

Helen E. Hanks
Commissioner

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Helen E. Hanks
Commissioner

Robin H. Maddaus
Director

RFP Bid Evaluation and Summary
In-State Courier Services
NHDOC 18-06-GFNCF

Proposal Receipt and Review:

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

Proposal Evaluation Criteria:

- Proposals will be evaluated based upon the proven ability of the respondents to satisfy the requirements of this request in the most cost-effective manner. Specific criteria are:
    a. Total Estimated Cost – 50 points
    b. Organizational Resources and Capability – 25 points
    c. Organizational Approach to Performance – 20 points
    d. Submission of Financial Statements – 5 points
    e. Qualitative References – Pass/Fail
- Awards will be made to the responsive Vendor(s) whose proposals are deemed to be the most advantageous to the State, taking into consideration all evaluation factors in section 3.1 of NHDOC 18-06-GFNCF In-State Courier Services RFP.
    a. The contract will be awarded to the Bidder submitting a response based on the demonstrated capabilities and skills in relation to the needs of the services identified in the RFP without reducing the current functions of the Department and as long as the Vendor's Total Estimated Cost, Organizational Resources and Capability, Organizational Approach to Performance, Submission of Finanical Statements and Qualitative References are acceptable to the Department.

Evaluation Team Members:

- Scott A. Newton, Lieutenant, Northern NH Correctional Facility, NH Department of Corrections
- Joey L. Pelletier, Sergeant, Operations, Northern NH Correctional Facility, NH Department of Corrections
- Joyce Leeka, RHIA, Operations Administrator, Medical & Forensic Services, NH Department of Corrections
- Jennifer Lind, MBA, CMA, Contract/Grant Administrator, Administration, NH Department of Corrections

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Helen M. Hanks
Commissioner

Robin H. Maddaus
Director

RFP Scoring Matrix
In-State Courier Services
NHDOC 18-06-GFNCF

Respondents:

- *Diplomatic Security, LLC*
  344 Commerce Way # 4
  Pembroke, NH 03275
- *Johnstone Enterprises, LTD*
  d/b/a Granite State Shuttle Service
  760 Central Avenue
  Dover, NH 03820

Scoring Matrix Criteria:

- Proposals were evaluated based on the proven ability of the respondents to satisfy the provisions set forth in the Scope of Services in the most technical and cost-effective manner.
  1. Total Estimated Cost – 50 points
  2. Organizational Resources and Capability – 25 points
  3. Organizational Approach to Performance – 20 points
  4. Submission of Financial Statements – 5 points
  5. Qualitative References – Pass/Fail points

NHDOC 18-06-GFNCF RFP Scoring Matrix			
Evaluation Criteria	*RFP Weight Point Value*	*Johnstone Enterprises, LTD d/b/a Granite State Shuttle Service*	*Diplomatic Security, LLC*
Total Estimated Cost	50	50	30
Organizational Resources and Capability	25	15	25
Organizational Approach to Performance	20	13	20
Submission of Financial Statements	5	5	5
Qualitative References	Pass/Fail	Pass	Pass
Total	**100**	**83**	**80**

Contract Award:

- *Johnstone Enterprises, LTD*
  d/b/a Granite State Shuttle Service
  760 Central Avenue
  Dover, NH 03820

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RFP Evaluation Committee Member Qualifications
In-State Courier Services
NHDOC 18-06-GFNCF

Scott Newton Corrections, Lieutenant, Northern NH Correctional Facility:

Mr. Newton joined the NH Department of Corrections in October, 1999 where he was originally assigned to the Lakes Region Facility until the opening of the Northern NH Correctional facility (NCF). Once at NCF Mr. Newton was assigned to one of the first Direct Supervision Units where he managed up to 60 minimum security inmates. Mr. Newton's professional history consists of promotions to Corporal, Sergeant and presently Lieutenant overseeing the entire facility as the first shift Commander. Mr. Newton holds an Associate's degree in Criminal Justice. Mr. Newton's past experience includes five years as a police officer for the town of Colebrook, a supervisor at a family owned operated industrial mill in Maine, where they employed up to seventy staff members. Mr. Newton enjoys four wheeling, family and a small wood working business he and his wife have established in Gorham.

Joey Pelletier, Sergeant, Operations, Northern NH Correctional Facility:

Mr. Pelletier started his career at the Northern NH Correctional Facility in July of 2000 as a Direct Supervision Officer and advanced his career from a Housing Unit Supervisor to an Assistant Shift Commander, to an Interim Shift Commander to his current position as the Operations Sergeant for the Northern NH Correctional facility. In his current capacity, Mr. Pelletier's responsibilities include budgeting and ordering equipment for the facility, tool compliance and inventory, vehicle fleet management and maintenance, video conference coordinator and assisting in Emergency Management.

Joyce Leeka, RHIA, Medical Operations Administrator, Medical & Forensic Services:

Ms. Leeka is the Operations Administrator for the Medical and Forensic Services Division for the NH Department of Corrections. In this capacity Ms. Leeka is the subject matter expert for Health Information Management. This includes medical privacy (HIPAA), record management, Electronic Health Records and medical coding and billing to include the new ICD-10-CM system. Ms. Leeka is the Utilization Management Administrator for medical ancillary services and the Division's Contract Administrator. Ms. Leeka is a graduate of the University of Central Florida and has held positions of HIM Director, QI/UM Director and UM Coordinator in a variety of hospitals on both the east and west coasts. Ms. Leeka has also worked as a consultant in the areas of QI and long-term care. Ms. Leeka has past experience teaching ICD-9 coding, medical terminology to business office staff, DRG orientation to nursing staff and coordinated hospital-wide discharge planning activities.

Jennifer Lind, MBA, CMA, Contract/Grant Administrator, Administration:

Ms. Lind has served as the Contract and Grant Administrator since 2010. Ms. Lind is responsible for the development of the Department's request for proposals (RFPs), contracts and grants management. Ms. Lind's current responsibilities include all aspects of the RFP delivery from project management, data collection, drafting and cross function collaboration; procurement functions and management of the Department's medical, programmatic and maintenance contracts and provides managerial oversight to the Grant Division for the Department. Prior to Ms. Lind's promotion to the Contract/Grant Administrator, she held the Program Specialist IV, Contract Specialist position and the Grant Program Coordinator position of the Department. Prior to her employment with the Department, Ms. Lind held the position of Assistant Grants Administrator at the Community College System of New Hampshire for ten years. Ms. Lind received her Bachelors of Science in Accounting from Franklin Pierce College and a Master's of Management with a Healthcare Administration concentration from New England College. Ms. Lind has supplemented her education from prior experience in the pre-hospital care setting and has maintained her Certified Medical Assistant license since 1998.

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Helen E. Hanks
Commissioner

Robin H. Maddaus
Director

Bidders List
In-State Courier Services
NHDOC RFP 18-06-GFNCF

Diplomatic Security, LLC
Earl Gage
Owner
344 Commerce Way
Pembroke, NH 03275
(o) 603-491-1883
(e) earlpg@hotmail.com

General Courier
385 Main Street
South Portland, ME 04106
(o) 207-767-6004
(o) 1-800-698-5035
(f) 207-767-7159
(e) info2@generalcourier.com
(w) www.generalcourier.com

Green Mountain Messenger
54 Echo Place, Suite #1
Williston, VT 05495
(o) 802-862-7662
(o) 1-800-648-2855
(f) 802-862-5513
(e) matt@gmmessenger.com
(w) www.gmmessenger.com

Johnstone Enterprises, LTD d/b/a
Granite State Shuttle Service (GSSS)
Mark Johnstone, President
760 Central Avenue
Dover, NH 03280
(o) 603-516-9222
(f) 603-516-5015
(e) mjohnstone@granitestateshuttle.com
(w) www.granitestateshuttle.com

New England Courier, LLC
19 Martins Ferry Road
Hooksett, NH 03106
(o) 603-669-0407
(e) info@necourier.com
(w) www.necourier.com

North Country Medical Courier Service, Inc.
85 Mechanic Street
Rivermill Suite 270B
Lebanon, NH 03766
(o) 603-448-1149
(o) 1-800-639-3121
(e) dave@medcourier.com
(w) www.medcourier.com

St. Jean Courier
P.O. Box 4056
Manchester, NH 03108
(o) 603-759-1051
(e) stjeancourier@comcast.net
(w) www.stjeancourier.com

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address P.O. Box 1806, Concord, NH 03302 105 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Johnstone Enterprises, LTD d/b/a Granite State Shuttle Service		1.4 Contractor Address 760 Central Avenue, Dover, NH 03820	
1.5 Contractor Phone Number 603-516-9222	1.6 Account Number 02-46-46-463510-3373-102-500731	1.7 Completion Date June 30, 2021	1.8 Price Limitation $136,764.16
1.9 Contracting Officer for State Agency Helen E. Hanks, Commissioner		1.10 State Agency Telephone Number 603-271-5603	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Mark E. Johnstone, President	

1.13 Acknowledgement: State of NH, County of Rockingham

On 3/27/18, 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]

1.13.2 Name and Title of Notary or Justice of the Peace

JOHN L. AHLGREN
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
My commission expires Sept. 3, 2019

1.14 State Agency Signature Date: 5/15/18	1.15 Name and Title of State Agency Signatory Helen E. Hanks, Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 5/21/18

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: DEPUTY SECRETARY OF STATE JUN 06 2018

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials MG
Date 5/27/10

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 $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials M.M.
Date 3/27/18

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.

Contractor Initials MJ
Date 3/27/18

SECTION D: Scope of Services, Exhibit A

1. **Purpose:**
The purpose of this request for proposal is to seek ***same day*** In-State Courier services for the transportation of medications (medication bags), interdepartmental communications (mail bags), lock bags, urine specimens and supplies, blood draws, coolers and/or other State owned property between the NH State Prison for Men (NHSP-M), Concord, NH, the Northern NH Correctional Facility (NCF), Berlin, NH and other State of NH Agencies during designated business hours.

2. **Terms of Contract:**
Contract(s) awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning July 1, 2018 or upon approval of the Governor and Executive Council (G&C) of the State of New Hampshire whichever is later through June 30, 2021, with an option to renew for one (1) additional period of up to two (2) years, only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

3. **Location of Services:**
3.1. In-State courier services for the Correctional Facilities shall require the Contactor to transport medications (medication bags), interdepartmental communications (mail bags) and lock bags to be performed as a same day service during a designated schedule *excluding weekends, but to include official State of NH designated Holidays and non-State of NH Holidays* on a daily basis, five (5) days a week (Monday through Friday) starting at the NHSP-M, Concord, NH to the Northern NH Correctional Facility, Berlin, NH and return to the NHSP-M, Concord, NH.
3.2. Location of Services: NH Department of Corrections Correctional Facilities, which are marked with an "X" below:

	NH State Prison-Men (NHSP-M)	281 North State Street	Concord, NH 03301
	Northern Correctional Facility (NCF)	138 East Milan Road	Berlin, NH 03570

3.3. In-State courier services for the Correctional Facilities and Other State Agencies shall require the Contractor to transport urine specimens and supplies, blood draws, coolers and/or other State owned property to be performed as a same day service during a designated schedule *excluding weekends and official State of NH designated Holidays* on the second Tuesday, once a month starting at the Northern NH Correctional Facility, Berlin, NH, to the Other State Agencies and return to the Northern NH Correctional Facility, Berlin, NH.
3.4. Location of Services: Other State of NH Agencies, which are marked with an "X" below:

	Department of Safety, Forensic Laboratory	33 Hazen Drive, 3rd Floor	Concord, NH 03301
	Department of Health & Human Services, Public Health Laboratory	29 Hazen Drive, 1st Floor	Concord, NH 03301

3.4. The Contractor shall provide requested courier services to alternative locations for the life of the Contract and any renewals thereof.
3.5. Partial Route Proposals for requested In-State Courier Services for the NH Department of Corrections Correctional Facilities shall not be accepted.
3.6. 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. The Contractor shall be obligated to continue to provide services to facilities of the NH Department of Corrections even in the event that their geographic location changes.

4. Minimum Required Services:

4.1. Property of the State: Under no circumstances shall the Contractor retain any State property at third (3rd) party locations to include but not limited to medications (medication bags), interdepartmental communications (mail bags), lock bags, urine specimens and supplies, blood draws, coolers and/or other State owned property in Contractor owned off-site or off-route locations for next day delivery. All services shall be performed as ***same day*** services.

4.2. Location Pick-up/Drop-off Times: Courier service locations, routes and pick-up/drop-off times are subject to change for the life of a Contract and any renewals thereof.

4.3. Official State of NH Holidays: The following link State of NH Official Holidays is for reference only with the understanding that Holidays do not fall on the same day per calendar year. Please note that Columbus Day is not an official State of NH Holiday.

4.4. Contractor Vehicles:

4.4.1. Contractor shall provide their own vehicles in order to meet the requirements of the scope of services. Transportation costs shall be inclusive of fuel surcharges, vehicle maintenance, registration and vehicle insurance to be included in the fixed daily rate.

4.4.2. Daily rate shall be inclusive of transportation costs and labor costs (inclusive of salary, holiday, overtime, FICA, Social Security taxes, health insurance, and any employee offered benefits) to be included in the fixed daily rate.

4.4.3. All vehicles supplied by the Contractor and used to provide in-state courier services for the State shall be insured for the duration of the Contract and any renewals thereof.

4.4.4. Contractor vehicles shall be subject to the Department's Policy and Procedures relative to searches and inspections and all other Department policies that apply.

4.5. Drivers/Courier Staff:

4.5.1. Drivers of the Contractor shall be ***bonded***. Contractor shall provide a list of all ***bonded*** drivers that will be entering any NH Department of Corrections Correctional Facilities locations. Any driver that is not on such a list shall not be allowed to enter the locations.

4.5.2. Drivers must have a clean driving record and shall possess a valid NH driver's license issued by the NH Department of Safety, Division of Motor Vehicles for the duration of a Contract and any renewals thereof.

4.5.3. Contractor shall provide staffing to provide uninterrupted, timely and reliable service and furnish drivers dedicated to the required services.

4.5.4. Contractor must ensure that their courier staff is Health Insurance Portability and Accountability Act (HIPAA), Protected Health Information (PHI) and Prison Rape Elimination Act (PREA) compliant.

4.5.5. All courier staff providing services shall have a security clearance to include a background check and fingerprinting.

4.5.6. Drivers will wear visible picture identification noting them as the courier company employee.

4.5.7. The Contractor shall be responsible for providing the Name, Date of Birth (DOB) and Social Security number of all bonded drivers the Contractor plans to assign for in-courier services. The NH Department of Corrections will do a criminal record

check on all prospective vendor employees who might be assigned to provide services for the NH Department of Corrections. Anyone who is found to have a criminal record shall not be allowed to provide courier services. Vendor employee names must be submitted to the NH Department of Corrections, Warden Edmark, or designee, 138 East Milan Road, Berlin, NH 03570, at least seven (7) days before the person(s) are to provide services. This rule applies for any current and new Contractor employee that is assigned to perform in-state courier services for the Department and applies for the duration of the Contract and any renewals thereof.

4.6. Permits: Any and all permits as required by authorities having local, state and/or federal jurisdiction shall be the responsibility of the Contractor and shall be obtained prior to commencement of any services. Any and all financial expense/cost related to obtaining required permits shall be the sole responsibility of the Contractor.

4.5. Location: Each NH Department of Corrections Correctional Facility location will have a designated pick-up/drop-off location. Medications shall be stored in a lock box at the NHSP-M before given to a driver.

Correctional Facility	Pick-up/Drop-off Location	Service Type
NHSP-M	Mailroom	Intercommunications (mail bags) and lock bags
NHSP-M	Pharmacy – Control Point 5	Medications (medication bags)
NCF	Lobby or other location deemed by the Department	Intercommunications (mail bags) and lock bags, medications (medication bags)

5. **Courier Service Schedule:**

5.1. *Daily Schedule for the Northern NH Correctional Facility:*

5.1.1. Contractor shall provide the following courier services as described below to each Correctional Facility listed below.

Daily Schedule Monday – Friday	Contractor Shall Provide Pick-up/Drop-off
4:00 PM	NHSP-M, Concord, NH (MAILROOM): 1. Pick-up full and/or empty NCF Mail Bags; and 2. Pick-up full and/or empty NCF District Office (DO) Mail Bags.
4:30PM	NHSP-M, Concord, NH (PHARMACY): 1. Pick-up full and/or empty NCF Medical Bags.
8:00PM	Northern Correctional Facility (NCF), Berlin, NH: 1. Drop-off full and/or empty NCF Mail Bags; 2. Drop off full and/or empty NCF District Office (DO) Mail Bags; 3. Drop off full and/or empty NCF Medical Bags; 4. Pick-up empty and/or full NCF Mail Bags; 5. Pick-up empty and/or full NCF District Office (DO) Mail Bags; and 6. Pick-up full/and or empty NCF Medical Bags.
10:45PM	NHSP-M, Concord, NH (MAILROOM): 1. Drop-off empty and/or full NCF Mail Bags; and 2. Drop-off empty and/or full NCF District Office (DO) Mail Bags.
11:00PM	NHSP-M, Concord, NH (PHARMACY): 1. Drop-off full and/or empty NCF Medical Bags.

5.1.2. The NH State Prison for Men (NHSP-M), Concord, NH drop-off/pick-up services for must be performed **after 4:00PM.**

5.2. *Monthly (every 2nd Tuesday) Schedule for the Other State of NH Agencies:*

5.2.1. Contractor shall provide the following courier services as described below to each Correctional Facility listed below.

Monthly Schedule 2nd Tuesday	Courier Service Locations
12:00 PM	Northern NH Correctional Facility (Lobby): 1. Pick-up full Urine Cooler to State Forensic Laboratory 2. Pick-up full Blood Draw Container to Public Health Laboratory
2:45PM	Department of Safety, Forensic Laboratory: 1. Drop-off full/empty Cooler(s) 2. Pick-up empty Cooler(s) 3. Pick up Urine Testing Supplies
3:00PM	Department of Health & Human Services, Public Health Laboratory 1. Drop-off full Blood Draw Container(s) 2. Pick-up empty Blood Draw Container(s)
5:45PM	Northern NH Correctional Facility (Lobby): 1. Drop-off empty Cooler(s) 2. Drop-off empty Blood Draw Container(s) 3. Drop-off Urine Testing Supplies

5.2.2. If the Monthly (ever 2nd Tuesday) Schedule for the other State of NH Agencies falls on an *official State of NH designated Holiday*, the Contractor shall conduct the scheduled route on the next business day.

6. General Service Provisions:

6.1. Tools and Equipment: The Contractor will be provided with the tools and equipment as deemed necessary by the NH Department of Corrections to provide the requested services. Any and all tools and Contractor containers shall be inventoried before entering and leaving the facility and are subject to search by NH Department of Corrections security staff at any and all times while on NH Department of Corrections facility grounds.

6.2 Rules and Regulations: The Contractor agrees to comply with all rules and regulations of the NH Department of Corrections. The Contractor shall adhere to Department's confidentiality policy and procedure directives.

6.3. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the Contract. If it is necessary to increase the price limitation of the Contract this provision will require Governor and Executive Council approval.

6.4. Contractor Employee Information: The Contractor shall be responsible for obtaining a criminal background check to include finger printing on all potential employees assigned by the Contractor and/or subcontractors to provide services to NH Department of Corrections. Upon award of a Contract, the NH Department of Corrections will notify the selected Contractor the procedures to obtain background checks and fingerprinting. Contractor and/or subcontractor employee hiring status shall be contingent upon receipt of a criminal background check and fingerprinting report(s), from the NH Department of Safety, and procedural review of said reports by the NH Department of Corrections.

6.4.1. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks and fingerprinting reports of all potential Contractor and/or subcontractor employees to determine eligibility status.

6.4.2. The NH Department of Corrections will notify the Contractor of any potential Contractor/and or subcontractor employee who does not comply with the criteria identified in Paragraph 6.4.3., below.

- In addition, the Contractor and/or subcontractor shall not be able to hire employees meeting the following criteria:
- Individuals convicted of a felony shall not be permitted to provide services;
- Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
- Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Warden of the Northern NH Correctional Facility, or designee, of the NH Department of Corrections;
- Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;
- Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of NH;
- Individuals with a history of drug diversion;
- Individuals who were a former State of NH employee and/or former Contract employee that were dismissed for cause;
- Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and
- Relatives of currently incarcerated felons may not be permitted to provide services without prior approval by the NH Department of Corrections.

6.5. Licenses, Credentials and Certificates: The Contractor shall ensure that NH State licensed professionals provide the services required. The Contractor and its staff shall possess the credentials, licenses and/or certificates required by law and regulations to provide the services required.

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 Department of for the duration of the Contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the name, title, address, telephone & fax number, of 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 Contractor 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 of the Northern NH Correctional Facility, or designee, 138 East Milan Road, Berlin, NH 03570.

6.8. Contractor Liaison's Responsibilities: The Contractor's designated liaison shall be responsible for:

6.8.1. Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such a representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof;

6.8.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof;

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 any renewals thereof; and

6.8.4. Meeting 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, or designee, shall act as liaison between the Contractor and NH Department of Corrections for the duration of the Contract and any renewals thereof. NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. NH Department of Corrections representative shall be responsible for:

6.9.1. Representing the NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent the NH Department of Corrections regarding all aspects of the Contract, subject to the approval of the Governor and Executive Council of the State of New Hampshire, where needed;

6.9.2. Monitoring compliance with the terms of the Contract;

6.9.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the time frames specified by the Contract;

6.9.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues which arise; and

6.9.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.

6.10. Reporting Requirements: The NH Department of Corrections shall, at its sole discretion:

6.10.1 Request the Contractor to provide proof of any and all permits to perform courier services as required by authorities having local, state and/or federal jurisdiction at any time during the life of the Contract and any renewals thereof;

6.10.2. Any information requested by the NH Department of Corrections; and

6.10.3. Reports and/or information requests shall be forwarded to NH Department of Corrections, Warden of the Northern NH Correctional Facility, or designee, 138 East Milan Road, Berlin, NH 03570.

6.11. Performance Evaluation: The NH Department of Corrections shall, at its sole discretion monitor and evaluate the Contractor's compliance with the Terms and Conditions and adherence to the Scope of Services of the Contract for the life of the Contract and any renewals thereof.

6.12. Performance Measures: The NH Department of Corrections shall, at its sole discretion:
- 6.12.1. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action;
- 6.12.2. Terminate the Contract, if NH Department of Corrections determines that the Contractor is:
  - a.) Not in compliance with the terms of the Contract;
  - b.) Has lost or has been notified of intention to lose their certification/licensure/permits; and
  - c.) Terminate the contract as otherwise permitted by law.

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:
  - a.) Not in compliance with the terms of the Contract; or
  - b.) As otherwise permitted by law or as stipulated within this Contract.

7.2. Coordination of Efforts: The Contractor shall fully coordinate his or her 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 shall 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 shall consist of:
- 9.1.1. Request for Proposal (RFP), any addendums and any amendments thereto;
- 9.1.2. Proposal submitted by the Vendor in response to the RFP; and/or
- 9.1.3. 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 is approved by 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 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 this Contract for the convenience of the State with no penalties by giving the Contractor sixty (60) day notice of said cancellation.

11. Contractor Transition:

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

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 party's additional equipment and/or other facilities belonging to the NH Department of Corrections 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 residents/patients/non-adjudicated residents 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 resident/patient/non-adjudicated residents 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 resident/patient/non-adjudicated resident 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.

14.5. All financial, statistical, personnel and/or technical data supplied by NH Department of Corrections to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of the contract and may result in contract termination. In addition,

such conduct may be reported to the State Attorney General for possible criminal prosecution.

15. Public Records:

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

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

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

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

16. Contractor Personnel:

16.1. The Contractor shall agree that employees of the Contractor shall perform all services required by the Contract. The Contractor shall guarantee that all personnel providing the services required by the Contract are qualified to perform their assigned tasks.

16.2. The Department shall be advised of, and approve in writing at least ten (10) days in advance of such change, any permanent or temporary changes to or deletions the Contractor's management, supervisory, or key professional personnel, who directly impact the deliverables to be provided under the Contract.

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

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

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

20. Special Notes:

20.1. The headings and footings to the sections of this document are for convenience only and shall not affect the interpretation of any section.

20.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract and any renewals thereof.

20.3. 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 NH Department of Corrections and the Contractor.

20.4. 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:

20.4.1. Give the Contractor fourteen (14) days written notice of the proposed change; and

20.4.2. Secure the Contractor's written agreement to the proposed changes.

20.5. 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.

20.6. Any change in the Contract including the Contractor responsibilities and NH Department of Corrections responsibilities described herein, whether by modification, amendment and or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representatives of the Contractor and the NH Department of Corrections approved by the Governor and Executive Council.

20.7. Partial Proposals for the requested In-State Courier Services for the NH Department of Corrections shall not be accepted.

20.8. Contractor shall provide, for the life of the Contract and any renewals thereof, the minimum General Liability coverage to be no less than $1,000,000.00 per each occurrence and $2,000,000.00 general aggregate.

20.9. Contractor shall provide, for the life of the Contract and any renewals thereof, proof of Workers' Compensation and Employers' Liability Insurance.

20.10. Contractor shall provide proof and identify limits and expiration dates of General Liability, Excess Umbrella Liability coverage, Workers' Compensation and Employer's Liability, Professional Liability, Malpractice Liability and Business Owners Policy (if applicable).

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

1. Signature Page:

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

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

3/27/18

AUTHORIZED SIGNATURE DATE

Mark E. Johnstone, President

NAME AND TITLE OF SIGNOR (Please Type)

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

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

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

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

The remainder of this page is intentionally blank.

2. Estimated Budget, Courier Service Fee Schedule:

2.1. Service Fee Schedule Period: July 1, 2018 through June 30, 2021

Service Day	State Fiscal Year (SFY)				
	Original Contract Period by SFY			Optional Renewal Contract Period by SFY	
	SFY 2019	SFY 2020	SFY 2021	SFY 2022	SFY 2023
	7/1/2018-6/30/2019	7/1/2019-6/30/2020	7/1/2020-6/30/2021	7/1/2021-6/30/2022	7/1/2022-6/30/2023
Monday	$ 165.00	$ 168.00	$ 171.50	$ 175.10	$ 178.60
Tuesday	$ 200.00	$ 204.00	$ 208.08	$ 212.24	$ 216.49
Wednesday	$ 165.00	$ 168.00	$ 171.50	$ 175.10	$ 178.60
Thursday	$ 165.00	$ 168.00	$ 171.50	$ 175.10	$ 178.60
Friday	$ 165.00	$ 168.00	$ 171.50	$ 175.10	$ 178.60
Weekly Totals: (add: Mon-Fri per SFY column)	$ 860.00	$ 876.00	$ 894.08	$ 912.64	$ 930.89
Service Weeks: (service weeks per SFY)	52	52	52	52	52
Estimated Budget per SFY: (multiply Weekly Total row per SFY column by 52)	$ 44,720.00	$ 45,552.00	$ 46,492.16	$ 47,457.28	$ 48,406.28
Total Contract Price: (add Estimated Budget Column Total for Original Contract Period SFY 2019, SFY 2020 and SFY 2021)				$ 136,764.16	

3. **Method of Payment:**
   3.1. Transportation costs shall be inclusive of fuel surcharges, vehicle maintenance, registration and required vehicle insurance to be included in the fixed daily fee.
   3.2. Daily rate for required services shall be inclusive of transportation costs and labor costs (inclusive of salary, holiday, overtime, FICA, Social Security taxes, health insurance, and any employee offered benefits) to be included in the fixed daily fee.
   3.3. Services are to be invoiced monthly commencing thirty (30) days after the start of service.
   3.4. Invoices shall be sent to the NH Department of Corrections, Northern NH Correctional Facility Warden, 138 East Milan Road, Berlin, NH 03570, or designee, for approval. The "Bill To" address on the invoice shall be: Northern NH Correctional Facility Warden, 138 East Milan Road, Berlin, NH 03570.
   3.5. The NH Department of Corrections may make adjustments to the payment amount identified on a Contractor's monthly invoice. The NH Department of Corrections shall suspend payment to an invoice if an invoice is not submitted in accordance with the instructions established by the NH Department of Corrections.
   3.7. The NH Department of Corrections Bureau of Financial Services may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall be itemized by facility and contain the following information:
      3.7.1. Invoice date and number;
      3.7.2 Facility name and associated Contractor account number (if applicable) representing facility name;
      3.7.3. Quantity, description associated with services rendered;
      3.7.4. Term of service provided;
      3.7.5 Itemized service/product total charge per service/product type; and
      3.7.6 Name and address of the Contractor.
   3.8. The Contractor shall not determine when they shall perform services in relation to the required schedule falling on *official State of NH designated Holidays and non-State of NH Holidays* as the receiving facilities are open 24/7, 365 days a year.
   3.9. The NH Department of Corrections shall require the Contractor's employee to sign off on a Daily Log Sheet, attesting the deliverance of services. This log shall be cumulative by month and shall be used as a system of reconciling services performed. If there is an exception between the Daily Log Sheet to the required service schedule, the NH Department shall require the Contractor to re-invoice the Department with a corrected invoice by eliminating the variance and identifying a corrected invoice total amount.
   4.0. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618W.
   4.1. The Contractor's shall follow the State's Fiscal Year Calendar for budgeting purpose. Original Contract Period shall commence on July 1, 2018.

4. **Appropriation of Funding:**
   4.1. The Contractor shall agree that the funds expended for the purposes of the Contract must be appropriated by the General Court of the State of New Hampshire for each State fiscal year included within the Contract period. Therefore, the Contract shall automatically terminate without penalty or termination costs if such funds are not fully appropriated.

4.1.1. In the event that funds are not fully appropriated for the Contract, the Contractor shall not prohibit or otherwise limit NH Department of Corrections the right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of State government affairs.

4.1.2. The requirements stated in this paragraph shall apply to any amendment/renewal or the execution of any option to extend the Contract.

The remainder of this page is intentionally blank.

SECTION F: 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.

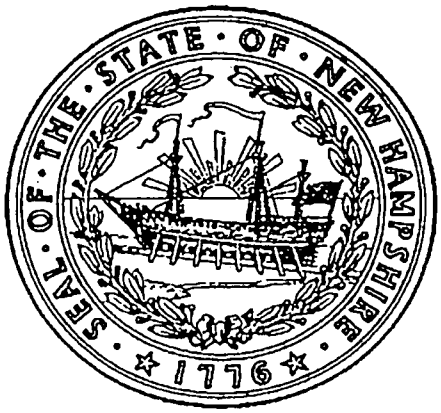
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that JOHNSTONE ENTERPRISES, LTD. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on March 01, 1988. 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: **125832**

Certificate Number : **0004093989**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of May A.D. 2018.

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name:	JOHNSTONE ENTERPRISES, LTD.	Business ID:	125832
Business Type:	Domestic Profit Corporation	Business Status:	Good Standing
Business Creation Date:	03/01/1988	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	03/01/1988		
Principal Office Address:	760 Central Avenue, Dover, NH, 03820, USA	Mailing Address:	760 Central Avenue, Dover, NH, 03820, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Annual Report Year:	2018
		Next Report Year:	2019
Duration:	Perpetual		
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / CARRIER AND MESSENGER SERVICE	

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

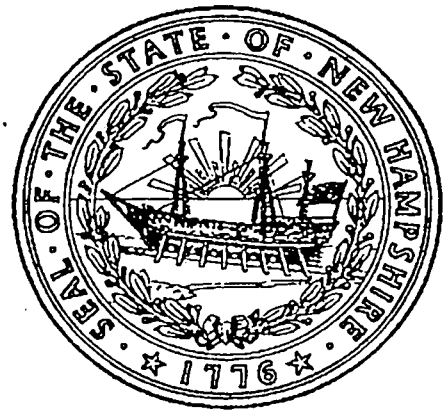
Name:	Ahlgren, John L
Registered Office Address:	127 Parrott Avenue, Portsmouth, NH, 03801, USA
Registered Mailing Address:	Not Available

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GRANITE STATE SHUTTLE SERVICE is a New Hampshire Trade Name registered to transact business in New Hampshire on January 02, 1990. 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: 131427
Certificate Number: 0004034001



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of March A.D. 2018.

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name:	GRANITE STATE SHUTTLE SERVICE	Business ID:	131427
Business Type:	Trade Name	Business Status:	Active
Expiration Date:	1/2/2020	Last Renewal Date:	Not Available
Business Creation Date:	01/02/1990	Name in State of Formation:	Not Available
Date of Formation in Jurisdiction:	01/02/1990		
Principal Office Address:	760 Central Ave, Dover, NH, 03820, USA	Mailing Address:	760 Central Ave, Dover, NH, 03820, USA
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / COURIER, MESSENGER SERVICE	

Page 1 of 1, records 1 to 1 of 1

Trade Name Information

Business Name	Business ID	Business Status

Trade Name Owned By

Name	Title	Address
JOHNSTONE ENTERPRISES, LTD. (/online/BusinessInquire/TradeNameInformation?businessID=32777)	Business	Good Standing

Certificate of Authority # 2 *(Corporation or LLC- Contract Specific, date specific)*

Corporate Resolution

I, John L. Ahlgren (Name), **hereby certify** that I am duly elected Clerk/Secretary of Johnstone Enterprises, LTD d/b/a Granite State Shuttle Service (Name of Corporation or LLC). I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March (Month) 27 (Day), 20 18 (Year) at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Mark E. Johnstone, President (Name and Title) is duly authorized to enter into a contract or agreements on behalf of Johnstone Enterprises, LTD d/b/a Granite State Shuttle Service (Name of Corporation or LLC) with the NH Department of Corrections (Name of State Agency) State of New Hampshire and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the March (Month) 27 (Day), 20 18 (Year). 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 corporation to the specific contract indicated.

DATED: 3/27/18

ATTEST: [signature] (Name and Title)

JOHN L. AHLGREN
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
My commission expires Sept. 3, 2019

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/09/2018

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	CONTACT NAME:	
East Coast Global Insurance LLC 340 Central Avenue Suite 204 Dover NH 03820	PHONE (A/C, No, Ext): (603) 842-5968	FAX (A/C, No): (603) 842-5971
	E-MAIL ADDRESS: marcw@ecgillc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Insurance Company	
INSURED	INSURER B :	
Johnstone Enterprises, LTD d/b/a Granite State Shuttle Service 760 Central Ave Dover NH 03820	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		660 6E247279	07/01/2017	07/01/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							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
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X		BA 6E136174	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CUP 8E172802	07/01/2017	07/01/2018	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

State of New Hampshire
Department of Corrections
PO Box 1806
Concord NH 03302-1806

CANCELLATION

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 <TF>

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The ACORD name and logo are registered marks of ACORD

Granite State Shuttle Service
760 Central Avenue
Dover, NH 03820
1-800-633-9222

3-27-18

Ms. Jennifer Lind, MBA, CMA
Contract Administrator
105 Pleasant Street
Concord, NH 03301

RE: Insurance Coverage

Dear Ms. Lind,

Please let this letter serve as verification that Granite State Shuttle Service maintains all required insurance coverages. Granite State Shuttle Service's current insurance policies are scheduled to renew effective 7/1/18. Granite State Shuttle Service will maintain the same insurance coverages that are currently in place. There will be no break in service or lapse in coverage.

All of us at Granite State Shuttle Service look forward to continuing our successful partnership with the New Hampshire D.O.C. If you have any questions, please contact me at 1-800-633-9222 or by email at mjohnstone@granitetstateshuttle.com.

Sincerely,

Mark E Johnstone
President

NHMTA
NEW HAMPSHIRE MOTOR TRANSPORT ASSOCIATION

P.O. Box 3898
Concord, NH 03302-3898
(603) 224-7337

CERTIFICATE OF INSURANCE

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.

This is to certify that: Johnstone Enterprises LTD, DBA Granite State Shutt
760 Central Avenue
Dover, NH 03820

Certificate #: 121

Is, at the issue date of this certificate, insured by the Company, under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition or other document with respect to which this certificate may be issued.

COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATE: NH

TYPE OF POLICY	EXP DATE	POLICY NUMBER	LIMIT OF LIABILITY	
	☐ Continuous* ☐ Extended ☐ Policy Term			
Workers' Compensation Any Proprietor/Partner/Executive Officer/Member Excluded? Yes: ☑ If yes, describe under Description of Operations below	01/01/2018-01/01/2019	P000678NHMTA2018	Bodily Injury By Accident	$500,000
			Bodily Injury by Disease Policy Limit	$500,000
			Bodily Injury by Disease Each Person	$500,000
Description of Operations:				
ADDITIONAL COMMENTS: Excluded Officers: Mark Johnstone, President				

*If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (Not applicable unless a number of days is entered below.) Before the stated expiration date, the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days. Notice of such cancellation has been mailed to:

NH MOTOR TRANSPORT ASSOCIATION SELF-INSURANCE GROUP TRUST

State of New Hampshire
NH Department of Corrections
PO Box 1806
Concord, NH 033021806

Authorized Representative

Concord, NH	603-224-7337	03/28/2018
Office	Phone Number	Date Issued

New Hampshire Department of Corrections
Division of Administration
Contract/Grant Unit

Comprehensive General Liability Insurance Acknowledgement Form

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

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

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

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

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

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

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

$ 1M Per Claim, $ 1M Per Incident/Occurrence $ 2M General Aggregate

Signature & Title: President

Date: 3/27/18

This acknowledgement must be returned with your proposal.

NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

COR 307 Items Considered Contraband. Contraband shall consist of:

a) Any substance or item whose possession in 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.

Mark E Johnstone		3/27/18
Name	Signature	Date
Cindy Wynn		3/27/18
Witness Name	Signature	Date

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

1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
    a. Any contact, including correspondence, other than 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.

Mark E Johnstone	Mark E	3/27/18
Name	Signature	Date
Cindy Wynn	Cindy Wynn	3/27/18
Witness Name	Signature	Date

NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

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

I further agree that all employed by or subcontracted through the organization I represent are not to discuss any confidential or privileged information with family, friends or any persons not professionally involved with the NH Department of Corrections. If inmates or residents of the NH Department of Corrections, or, anyone outside of the NH Department of Corrections' employ approaches any of the 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.

Mark E Johnstone		3/27/18
Name	Signature	Date
Cindy Wynn		3/27/18
Witness Name	Signature	Date

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

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

(1) Definitions

a. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

f. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

j. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

k. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time.

(2) Use and Disclosure of Protected Health Information

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

b. Business Associate may use or disclose PHI:

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

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

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

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

(3) <u>Obligations and Activities of Business Associate</u>

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

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

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

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

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

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

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

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

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

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

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

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

(4) <u>Obligations of Covered Entity</u>

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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

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

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

NH Department of Corrections	Granite State Shuttle Service
State of New Hampshire Agency Name	Contractor Name
Signature of Authorized Representative	Contractor Representative Signature
Helen E. Hanks	Mark E. Johnstone
Authorized DOC Representative Name	Authorized Contractor Representative Name
Commissioner	President
Authorized DOC Representative Title	Authorized Contractor Representative Title
5/15/18	3-27-18
Date	Date

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

Helen E. Hanks
Commissioner

Robin Maddaus
Director

PRISON RAPE ELIMINATION ACT

ACKNOWLEDGEMENT FORM

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

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

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

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

As a Contractor and/or Subcontractor of the NH Department of Corrections, I acknowledge that I have been provided information on the Prison Rape Elimination Act of 2003 Public Law 108–79—Sept. 4, 2003 and have been informed that as a Contractor and/or Subcontractor of the NH Department of Corrections, sexual conduct between Contractor and/or Subcontractor and offenders is prohibited. Sexual harassment or sexual misconduct involving an offender can be a violation of NH RSA 632-A:2, 632-A:3 and 632-A:4, Chapter 632-A: Sexual Assault and Related Offenses, and result in criminal prosecution.

As a Contractor and/or Subcontractor of the NH Department of Corrections, I understand that I shall inform all employees of the Contractor and/or Subcontractor to adhere to all policies concerning PREA, RSA 632-A:2, RSA 632-A:3, RSA 632-A:4 and departmental policies including NHDOC PPD 5.19 - PREA; NHDOC Administrative Rules, Conduct and Confidentiality Information regarding my conduct, reporting of incidents and treatment of those under the supervision of the NH Department of Corrections. (Ref. RSA Chapter 632-A, NHDOC PPD 5.19 and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print): Mark E Johnstone **Date:** 3/27/18
(Name of Contract Signatory)

Signature: Mark J
(Signature of Contract Signatory)