



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

0 MAY 12 '23 PM 2:24 RCUT *MLC*

HELEN E. HANKS
 COMMISSIONER

JONATHAN K. HANSON
 DIRECTOR

67

May 11, 2023

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 enter into a two (2) year contract with Diplomatic Security, LLC (VC #273512), 344 Commerce Way, Pembroke, NH 03275 in the amount of \$94,210.00, for the provision of Northern Correctional Facility (NCF) In-State Courier Service, with the option to renew for one additional period of up to two (2) years, effective upon Governor and Executive Council approval through June 30, 2025. 100% General Funds.

Funds are anticipated to be available in account *Berlin Prison (NCF)*: 02-46-46-463510-33730000-102-500731 for Fiscal Year(s) 2024, and 2025 upon the continued appropriation of funds in the future operating budget(s) with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

Diplomatic Security, LLC.

Account	Description	FY 2024	FY 2025	Total
02-46-46-463510-33730000-102-500731	Contracts for Program Svc	\$46,270.00	\$47,940.00	\$94,210.00
Total Contract Amount				\$94,210.00

EXPLANATION

This contract provides courier services to transport medications and interdepartmental communications for the Northern NH Correctional Facility in Berlin NH on a daily basis, five (5) days a week, excluding weekends, and official State of NH designated holidays. Courier services will be provided between the NH State Prison for Men (NHSP-M) and the NCF, 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 NCF to other State Agencies for processing.

The Request for Proposal (RFP) was posted on the New Hampshire Department of Corrections website: <http://www.nh.gov/nhdoc/business/rfp.html> for seven (7) consecutive weeks and notified eight (8) 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 \$94,210.00 to Diplomatic Security, LLC

This RFP was scored utilizing a consensus methodology by a three (3) 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: Major Scott A. Newton, Administrative Captain John Armstrong, Operations Sergeant Michael Beaton and NH Department of Corrections.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Helen E. Hanks", is written over a solid horizontal line.

Helen E. Hanks
Commissioner



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
OFFICE OF THE COMMISSIONER**

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Helen M. Hanks
Commissioner

Jonathan K. Hanson
Director

**RFP Scoring Matrix
In-State Courier Services
NHDOC 23-01-GFNCF**

Respondents:

- **GRANITE STATE SHUTTLE SERVICE**
760 Central Ave.
Dover, NH 03820
- **DIPLOMATIC SECURITY**
344 Commerce St.
Pembroke, NH 03275

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. Technical Proposal – 60 points
 2. Cost Proposal – 40 points

NHDOC 23-01-GFNCF RFP Scoring Matrix			
<i>Evaluation Criteria</i>	<i>RFP Weight Point Value</i>	<i>Granite State Shuttle Service</i>	<i>Diplomatic Security</i>
<i>Technical Proposal</i>			
<i>Executive Summary</i>	15	15	12
<i>Organizational Capability</i>	15	14	11
<i>Organizational Approach</i>	30	29	23
<i>Cost Proposal</i>	40	17.5	40
Total	100	75.5	86

Contract Award:

Diplomatic Security
344 Commerce St.
Pembroke, NH 03275

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



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS

NORTHERN NEW HAMPSHIRE CORRECTIONAL FACILITY
138 EAST MILAN ROAD
BERLIN, NH 03570
603-752-0326

Helen E. Hanks
Commissioner

Corey Riendeau
Warden

Scott Newton, Major/Chief of security

Mr. Newton is the Chief of security of the Northern New Hampshire Correctional Facility (NNHCF). In his capacity he is responsible to manage up to 117 security staff members along with a population of approximately 550 medium security residents. Mr. Newton has over 24 years of correctional experience with the NH Department of Corrections and has worked in both NHSP-M in Concord the NNHCF as well as the Former Lakes Region Facility located in Laconia. Prior to working for the NH department of Corrections Mr. Newton worked as a patrolman for the town of Colebrook NH a town of approximately 2400.

John Armstrong, Administrative Corrections Captain

Mr. Armstrong joined the New Hampshire Department of Corrections as a corrections officer in 2005 working his way up the ranks to Administrative Captain for Northern New Hampshire Correctional Facility (NNHCF). He has two years of formal education in the field of Criminal Justice receiving an associate degree. He has 24 years of experience as a leader, logistics and battle command in the New Hampshire Army National Guard retiring honorably as a First Sergeant in 2015. He was responsible for millions of dollars of equipment and the health and welfare of his soldiers. He is a veteran of the Iraq war serving with honor and distinction.

Michael Beaton Operations Sergeant

I started working for the NH Department of Corrections on March 12, 1999. I graduated from the 59th Corrections Academy and was assigned to the Lakes Region Facility in Laconia, NH in May 1999. I worked at the Lakes Region Facility until February 4th, 2000, then I was reassigned to the Northern NH Correctional Facility where my current position as Operations Sergeant is located. I started out at the Northern NH Correctional Facility as the Education Officer where I worked for approximately 3 years. I transferred to the Transportation Department, I was promoted to Corporal on third shift where I later transferred to first shift working in lower housing, and mailroom. I was then promoted to Sergeant on March 18th, 2016, for third shift as the Assistant Shift Commander. I transferred to first shift as the Upper Housing Officer in Charge later transferring to my current position as the Operations Sergeant.



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HELEN E. HANKS
COMMISSIONER

JONATHAN K. HANSON
DIRECTOR

Bidders List
In-State Courier Services
NHDOC RFP 23-01-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

Vital Delivery Solutions

Aaron Tuttle, VP of Operations
57 Harvey Rd.
Londonderry, NH 03053
(o) 603-626-7120
(w) www.shipvds.com

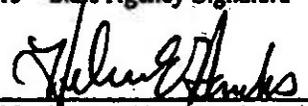
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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	
1.3 Contractor Name Diplomatic Security, LLC (VC # 273512)		1.4 Contractor Address 344 Commerce Way Pembroke, NH 03275	
1.5 Contractor Phone Number 603-717-1403	1.6 Account Unit and Class 02-46-46-463510-33730000-102-500731	1.7 Completion Date June 30, 2025	1.8 Price Limitation \$94,210.00
1.9 Contracting Officer for State Agency Scott A. Newton Major/Chief of Security		1.10 State Agency Telephone Number 603-7520381	
1.11 Contractor Signature  Date: 5/8/23		1.12 Name and Title of Contractor Signatory Earl P. Gage Owner	
1.13 State Agency Signature  Date: 5/11/2023		1.14 Name and Title of State Agency Signatory Helen E. Hanka, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (If applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (If applicable) By:  On: 5/12/2023			
1.17 Approval by the Governor and Executive Council (If applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

SPECIAL PROVISIONS, EXHIBIT A

1. **Form Number P-37 (version 2/23/2023)**

"To modify the Form P-37, General Provisions, Section 14. Insurance, paragraph 14.3, by changing the second to last sentence of the clause to read: "Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions."

The remainder of this page is intentionally blank.

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Northern NH Correctional Facility

Contractor Initials

Date

CPG
5/18/23

SCOPE OF SERVICES, EXHIBIT B

1. Purpose

The NH Department of Corrections (herein known as the "NHDOC," "State," or "Department") seeks experienced Contractor(s) to provide same day In-State Courier Services to transport 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 agency locations during designated business hours.

2. Performance Period

Contract(s) awarded is anticipated to be effective upon Governor and Executive Council (G&C) approval for the period beginning upon July 1, 2023 through June 30, 2025. The Department may extend contracted services for one (1) additional period of up to two (2) years, contingent upon satisfactory Contractor performance, Commissioner approval, continued appropriation, and G&C approval.

3. Location of Services

3.1. In-State courier services 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 and official State of NH designated Holidays but, to include 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 for the following NH Department of Corrections facility locations are marked with an "X" below:

NH Department of Corrections Facility Locations			
X	NH State Prison for Men (NHSP-M)	281 North State Street	Concord, NH 03301
X	Northern Correctional Facility (NCF)	138 East Milan Road	Berlin, NH 03750

3.3. In-State Courier Services 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 but, to include non-State of NH holidays on the second Tuesday of each month starting at the Northern NH Correctional Facility, Berlin, NH, to the other State agencies locations and return to the Northern NH Correctional Facility, Berlin, NH.

3.4. Location of services shall be performed for the following other State of agency locations are marked with an "X" below:

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

3.5. The Contractor shall provide requested courier services to alternative locations for the life of the Contract and any renewals thereof.

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

Northern NH Correctional Facility

Contractor Initials EDG
Date 5/18/23

- 3.6. Partial route Proposals for requested In-State Courier Services for the NH Department of Corrections Facility Locations and Other State Agency Locations shall not be accepted.
- 3.7. 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. Description of In-State Courier 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 and Juneteenth National Independence Day are not official State of NH holidays.
- 4.4. Federal Holidays: Services scheduled for delivery on a Federal holiday shall not be charged a premium rate and will be charged at the regular rate.
- 4.5. State Holidays: If a same day courier service schedule is interrupted, by an official State of NH designated holiday, then the service shall be assimilated into the business day before or next business day after the interruption for that week at no extra cost to the State.
- 4.6. Contractor Vehicles: 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.
 - 4.6.1. 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).
 - 4.6.2. 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.
 - 4.6.3. Contractor vehicles shall be subject to the Department's Policy and Procedures (PPD) relative to searches and inspections and all other Department policies that apply.
- 4.7. Drivers/Courier Staff:
 - 4.7.1. 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.
 - 4.7.2. Drivers must have a clean driving record and shall possess a valid NH driver's license issued by the NH Department of Safety (NHDOS), Division of Motor Vehicles for the duration of a Contract and any renewals thereof.
 - 4.7.3. Contractor shall provide the staffing to provide uninterrupted, timely and reliable service and furnish drivers dedicated to the required services.
 - 4.7.4. 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.
 - 4.7.5. All courier staff providing services shall have a security clearance to include a background check and fingerprinting.

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- 4.7.6. Drivers will wear visible picture identification noting them as the courier company employee.
- 4.8. Contractor Employee Information: 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 Contractor 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. Contractor employee names must be submitted to the NH Department of Corrections, Contracting Officer for State Agency, 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.
- 4.9. Contractor Sign-In Sheet: Contractor's staff shall be expected to show company identification and sign-in and out of the corresponding facility receiving services. At a minimum, Contractor staff shall provide their company name, personal first and last name, time-in and time-out, date of service and type, date of services, corresponding facility and may be required to provide vehicle make, model and license plate number.
- 4.10. 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.
- 4.11. Location: Each NH Department of Corrections Facility Location will have a designated pick-up/drop-off location.

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)

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Northern NH Correctional Facility

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5. Courier Service Schedule

5.1. Daily Schedule for the NH Department of Corrections Facility Locations:

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

Daily Schedule: Monday – Friday	Courier Service Locations:
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.
4:30 PM	NHSP-M, Concord, NH (PHARMACY): 1. Pick-up full and/or empty NCF Medical Bags.
8:00 PM	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.
10:45 PM	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.
11:00 PM	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 4:00 PM.

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5.2. Monthly (every 2nd Tuesday) Schedule for the Other State Agency Locations:

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
2:45 PM	Department of Safety, Forensic Laboratory: 1. Drop-off full Cooler(s) 2. Pick-up empty Cooler(s) 3. Pick up Urine Testing Supplies
3:00 PM	Department of Health & Human Services, Public Health Laboratory 1. Drop-off full Blood Draw Container(s) 2. Pick-up empty Blood Draw Container(s)
5:45 PM	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 (every 2nd Tuesday) Schedule for the Other State Agency Locations 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. Rules and Regulations: The Contractor agrees to comply with all Policy and Procedure Directives of the NH Department of Corrections. The Contractor shall adhere to the Department's Administrative Rules, conduct and Confidentiality of Information policies.

6.2. Contract 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 sub-contractors to provide services for the NH Department of Corrections. Upon award of a Contract, the NH Department of Corrections Contracting Officer for State Agency or designee will notify the selected Contractor the procedures to obtain background checks and fingerprinting. The Contractor and/or sub-contractor employee hiring status shall be contingent upon receipt of a criminal background check and fingerprinting report(s) from the NH Department of Safety to the NH Department of Corrections and a procedural review of said reports by the Department.

6.2.1. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks of all potential Contractor and/or sub-contractor(s) employees to determine eligibility status.

6.2.2. The NH Department of Corrections will notify the Contractor of any potential Contractor and/or sub-contractor(s) employee who does not comply with the criteria identified below.

6.2.3. In addition, the Contractor and/or sub-contractor shall not be able to hire employees meeting the following criteria:

- Individuals convicted of a felony shall not be permitted to provide services;

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- 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 Contracting Officer for State Agency, 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 on the National Offender Database;
- Individuals who were a former State of NH employee and/or former contracted employee that were dismissed for cause or resigned or retired pending investigation;
- Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and
- Relatives or associates of people currently incarcerated or under departmental supervision (probation or parole) may not be permitted to provide services without prior approval by the NH Department of Corrections.

6.3. Licenses, Credentials and Certificates: The Contractor shall ensure 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 such services.

6.4. Admittance: The NH Department of Corrections may, at its sole discretion, remove from or refuse admittance to any Department facility any person providing services under a contract without incurring penalty or cost for exercising this right. The Contractor shall be responsible for assuring that the services that the person(s) so removed or denied access are delivered.

7. Administrative Rules, Policies, Regulations and Policy Procedure Directives

Contractor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD) to include but not limited to PPD 371 (formerly 5.08): *Staff Personal Property Permitted In and Restricted from Prison Facilities*. Additional information can be located as a separate link:
http://www.nh.gov/nhdcc/business/rfp_bidding_tools.htm.

8. Protected Health Information (PHI)

Contractor shall safeguard any and all PHI according to the terms of the Health Information Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments. In performing its obligations under the Contract, the Contractor may gain access to information of the patients, including confidential information or Patient Health Information (PHI). The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Contractor's performance under the Contract.

The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction, and all information of the patient that becomes available to the Contractor in connection with its performance under the Contract. In the event of unauthorized use of

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or disclosure of the patient's information, the Contractor shall immediately notify the NH Department of Corrections.

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

9. Health Insurance Portability and Accountability Act (HIPAA)

Contractor 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 sub-contractor(s) 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. Additional information can be located as a separate link: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm

10. Prison Rape Elimination Act (PREA) 2003

Contractor shall comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards, which may require an outside independent audit. Additional information can be located as a separate link: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

11. 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.

12. Contractor Designated Liaison

Contractor shall designate a representative to act as a liaison between the Contractor and the Department of Corrections 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.

12.1. 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.

12.2. 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.

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12.3. Changes to the named Liaison by the Contractor must be made in writing and forwarded to NH Department of Corrections, Contracting Officer for State Agency, or designee, P.O. Box 1806, Concord, NH 03302.

13. Contractor's Liaison's Responsibilities

Contractor's designated liaison shall be responsible for:

- 13.1. 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.
- 13.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof.
- 13.3. 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
- 13.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues, which may arise.

14. NH Department of Corrections Contract Liaison Responsibilities

NH Department of Corrections' Commissioner, or designee, shall act as liaison between the Contractor and the NH Department of Corrections for the duration of the Contract and any renewals thereof. The 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. The NH Department of Corrections representative shall be responsible for:

- 14.1. 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.
- 14.2. Monitoring compliance with the terms of the Contract.
- 14.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the timeframes specified by the Contract.
- 14.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues, which arise.
- 14.5. Informing the Contractor of any discretionary action taken by the NH Department of Corrections pursuant to the provision of the Contract.

15. Reporting Requirements

- 15.1. Contractor shall provide any and all reports as requested on an as-needed basis according to a schedule and format to be determined by the NH Department of Corrections.
- 15.2. Reports and/or information requests shall be forwarded to the NH Department of Corrections' Contracting Officer for State Agency, or designee, and mailed to P.O. Box 1806, Concord, NH 03302.

16. Performance Evaluation

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.

- 16.1. The NH Department of Corrections, Contracting Officer for State Agency or designee, at a minimum of four times a year will assess the performance of the In-State Courier Service relative

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to the Contractor's compliance with the Contract as set forth in the approved Contract. Examples of performance include but not limited to:

- 16.1.1. Request additional reports the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract; and
- 16.1.2. Review reports submitted by the Contractor. NH Department of Corrections shall determine the acceptability of the reports. If they are not deemed acceptable, the NH Department of Corrections shall notify the Contractor and explain the deficiencies.

17. Performance Measures

NH Department of Corrections shall, at its sole discretion:

- 17.1. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action.
- 17.2. Terminate the Contract as permitted by law, if the NH Department of Corrections determines that the Contractor:
 - 17.2.1. Does not comply with the terms of the Contract.
 - 17.2.2. The Contractor shall fully coordinate the performance activities of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the NH Department of Corrections as requested by the Department throughout the effective period of the Contract.

18. Bankruptcy or Insolvency Proceeding Notifications

- 18.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the NH Department of Corrections immediately.
- 18.2. 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.

19. Embodiment of the Contract

In the event of a conflict in language between the documents referenced below, the provisions and requirements set forth and/or referenced in the negotiated document noted in 19.1.1. shall govern. 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 Proposer's Proposal and/or the result of a Contract.

19.1. Order of Precedence:

- 19.1.1. NH Department of Corrections Contract Agreement NHD0C 23-01-GFNCF.
- 19.1.2. NH Department of Corrections RFP NHD0C 23-01-GFNCF.
- 19.1.3. Proposer's Response to RFP NHD0C 23-01-GFNCF.
- 19.1.4. Negotiated Exceptions to Terms and Conditions to RFP NHD0C 23-01-GFNCF, if applicable

20. Cancellation of Contract

NH Department of Corrections may cancel the Contract at any time for breach of contractual obligations by providing the Contractor with a written notice of such cancellation. Should the NH Department of Corrections exercise its right to cancel the Contract, the cancellation shall become effective on the date as specified in the Notice of Cancellation sent to the Contractor.

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

21. Contractor Transition

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

22. Audit Requirement

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

23. Notification to the Contractor

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.

24. Information

- 24.1. 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.
- 24.2. Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction, and all information of the inmate/patient/non-adjudicated residents that becomes available to the Contractor in connection with its performance under the Contract.
- 24.3. In the event of unauthorized use or disclosure of the residents/patient/non-adjudicated resident information, the Contractor shall immediately notify the NH Department of Corrections.
- 24.4. 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.
- 24.5. 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.

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25. Contractor Personnel

- 25.1. 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.
- 25.2. 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.

26. Other Contractual Documents Required by the NH Department of Corrections

Form Number P-37 (version 2/23/2023); Certificate of Good Standing (COGS); Certificates of Authority/Vote (COA/COV); Certificate of Insurance (COI); Administrative Rules, Rules of Conduct, Confidentiality of Information Agreements; Health Insurance Portability and Accountability Act - Business Associate Agreement (HIPAA); PREA Acknowledgement Form; Mission Statement, Board of Directors/Trustees and Business Address and Telephone Numbers, List of Key Personnel, Resumes, and Annual Salary per Position, if applicable and ALT-W9 Registration shall be applicable for the requested contracted activities and, for the exception of the Certificate of Good Standing (COGS), are located as a separate link on the NH Department of Corrections website:

http://www.nh.gov/nhdocr/business/rfp_bidding_tools.htm with instructions found in the Proposal Check Sheet.

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ESTIMATED BUDGET/METHOD OF PAYMENT, EXHIBIT C

1. Estimated Budget (Cost Proposal)

1.1. Service Fee Schedule Period: July 1, 2023 through June 30, 2025

Cost by Route Per Day	State Fiscal Year (FY)			
	Original Contract Period by FY		Optional Renewal Contract Period by FY	
	FY 2024	FY 2025	FY 2026	FY 2027
	7/1/2023-6/30/2024	7/1/2024-6/30/2025	7/1/2025-6/30/2026	7/1/2026-6/30/2027
Route # 1 Number of Days In FY	250	252	251	251
Route # 1 Cost per Day per FY Monday – Friday (Daily): Concord, NH to Berlin, NH to Concord, NH	\$ 175.00	\$ 180.00	\$ 185.00	\$ 190.00
Subtotal Cost for Route #1 per FY (multiply Number of Days in FY by Cost per Day per FY for Monday – Friday (Daily) route.	\$43,750.00	\$45,360.00	\$46,435.00	\$47,690.00
Route # 2 Number of Days In FY	12	12	12	12
Route # 2: Cost per Day per FY Tuesday (2 nd Tuesday of each Month): Berlin, NH to Other State Agencies to Berlin, NH	\$ 210.00	\$ 215.00	\$ 220.00	\$ 225.00
Subtotal Cost for Route # 2 per FY (multiply Number of Days in FY by Cost per Day per FY for 2 nd Tuesday of each Month route.	\$ 2,520.00	\$ 2,580.00	\$ 2,640.00	\$ 2,700.00
Estimated Budget per FY (add Subtotal Cost per for Route # 1 per FY: Monday - Friday and Cost for Route # 2 per FY: 2 nd Tuesday of each Month per FY)	\$46,270.00	\$47,940.00	\$49,075.00	\$50,390.00
Total Contract Price: (add Estimated Budget per FY Column Totals for Original Contract Period SFY 2024 and FY 2025)			\$94,210.00	

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2. Services are to be invoiced monthly commencing thirty (30) days after the start of service. Prior monthly invoices shall be received by the 15th of the following month.
 - 2.1. Invoices shall be sent to the NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302, or designee, for approval. The "Bill To" address on the invoice shall be
 - 2.2. NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302.
 - 2.3. The NH Department of Corrections may adjust 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.
 - 2.4. 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 contain the following information:
 - 2.4.1. Invoice date, number and facility;
 - 2.4.2. Quantity, description of services rendered;
 - 2.4.3. Dates of said service(s); and
 - 2.4.4. Itemized service total charge.
 - 2.5. The Contractor shall submit to the NH Department of Corrections any invoices for In-State Courier Services in a timely manner.
 - 2.6. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618.

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GLOSSARY OF TERMS

Various terms and abbreviations are used within the RFP that may not be familiar to all readers. This glossary term and acronym list is an attempt to help make reading these documents easier and more understandable.

Term	Acronym	Description/Definition
Alternate W-9 Form	ALT W-9	
Best and Final Offer	BAFO	
Certificate of Authority/Vote	COA/COV	
Certificate of Good Standing	COGS	
Certificate of Insurance	COI	
Certified Public Accountant	CPA	
Department of Administrative Services	DAS	
Department of Safety	NHDOS	
Doing Business As	D/B/A	
Eastern Standard Time	EST	
Estimated	Est.	
Federal Insurance Contributions Act	FICA	
Governor and Executive Council	G&C	
Limited Liability Company	LLC	
Health Insurance Portability and Accountability Act	HIPAA	
Hour	Hr.	
Microsoft Word	MS	
New Hampshire	NH	
NH Department of Corrections	NHDOC	
NH Department of Safety	NHDOS	
NH State Prison for Men	NHSP-M	
Northern NH Correctional Facility	NCF	
Not Applicable	N/A	
Policy, Procedure and Directives	PPD's	
Post Meridian	PM	
Post Office	P.O.	
Prison Rape Elimination Act	PREA	
Protected (Patient) Health Information	PHI	
Request for Bid	RFB	
Request for Information	RFI	
Request for Proposal	RFP	
Revised Statutes Annotated	RSA	Forms the codified laws of the State subordinate to the New Hampshire State Constitution.
State Fiscal Year	SFY	
State of NH Long Form Contract	P-37	
To Be Determined	TBD	
Uniform Resource Locator	URL	
United States	U.S./US	

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that DIPLOMATIC SECURITY, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on April 09, 2008. 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: 594541

Certificate Number : 0006211422



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of April A.D. 2023.

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

David M. Scanlan
Secretary of State



State of New Hampshire
Department of State
2023 ANNUAL REPORT

Filed
Date Filed: 1/22/2023
Effective Date: 1/22/2023
Business ID: 594541
David M. Scanlan
Secretary of State

BUSINESS NAME: <u>DIPLOMATIC SECURITY, LLC</u>
BUSINESS TYPE: <u>Domestic Limited Liability Company</u>
BUSINESS ID: <u>594541</u>
STATE OF FORMATION: <u>New Hampshire</u>

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
<u>344 Commerce Way Pembroke, NH, 03275, USA</u>	<u>344 Commerce Way Pembroke, NH, 03275, USA</u>

REGISTERED AGENT AND OFFICE	
REGISTERED AGENT: <u>Gage, Earl P</u>	
REGISTERED AGENT OFFICE ADDRESS: <u>319 Commerce Way #4 Pembroke, NH, 03275, USA</u>	

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
<u>OTHER / security guard services</u>	

MANAGER / MEMBER INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
<u>Earl P Gage</u>	<u>344 Commerce Way, Pembroke, NH, 03275, USA</u>	<u>Member</u>

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.		
Title: <u>Member</u>		
Signature: <u>Earl p Gage</u>		
Name of Signer: <u>Earl p Gage</u>		

Certificate of Authority # 4

(Limited partnership or LLC with Manager)

Partnership Certification of Authority

I, Earl Gage , hereby certify that I am the General Partner
(Name)
of Diplomatic Security, LLC a general partnership under RSA 304-A.
(Name of Partnership)

I certify that I am authorized to bind the partnership.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership and the authority has not expired or been revoked. This authority shall remain valid for thirty (30) days from the date of this Corporate Resolution

DATED: 5/8/23

ATTEST:  Owner
(Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/09/2023

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 Cross Insurance-Manchester 1100 Elm Street Manchester NH 03101		CONTACT NAME: Nicole Boer PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: manch.corts@crossagency.com	
INSURED Diplomatic Security, LLC 344 Commerce Way #4 Pembroke NH 03275		INSURER(S) AFFORDING COVERAGE INSURER A: CSU Producer Resources, Inc. INSURER B: Arbolle Mutual Ins Co INSURER C: Travelers Property Casualty Co of America INSURER D: INSURER E: INSURER F:	
		NAIC # 25674	

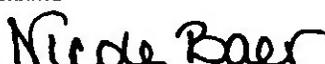
COVERAGES **CERTIFICATE NUMBER:** 23-24 GL; 22-23 BA & WC **REVISION NUMBER:**

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 INSUR	INSR	RVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				CSU0187438	05/13/2023	05/13/2024	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 Errors & Omissions \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY				1020056824	08/20/2022	08/20/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE OED <input type="checkbox"/> RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N			6JUB5844147322 (3a.) NH	08/16/2022	08/16/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Earl Gage is excluded from workers compensation coverage							

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

State of NH, NH Department of Corrections is included as additional insured with respects to the CGL as per executed written contract with the above named insured.

CERTIFICATE HOLDER		CANCELLATION	
State of NH, NH Department of Corrections PO Box 1806 Concord NH 03302		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 	

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NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

Cor 307 Items Considered Contraband. Contraband shall consist of:

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

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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.

Earl Gage
Name

Signature



Date

5/8/83

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.

Earl Gage
Name


Signature

5/8/23
Date

NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

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

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

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

Earl Gage
Name


Signature

5/8/83
Date

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

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

(1) Definitions

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

(2) Use and disclosure of Protected health Information

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

b. Business Associate may use or disclose PHI:

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

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

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

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

(3) Obligations and Activities of Business Associate

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

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

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

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

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

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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

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

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

NH Department of Corrections
State of New Hampshire Agency Name

Helen E. Hanks
Signature of Authorized Representative

Helen E. Hanks
Authorized DOC Representative Name

Commissioner
Authorized DOC Representative Title

5/11/2023
Date

Diplomatic Security, LLC
Contractor Name

Earl Gage
Contractor Representative Signature

Earl Gage
Authorized Contractor Representative Name

Owner
Authorized Contractor Representative Title

5/8/23
Date



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

HELEN E. HANKS
COMMISSIONER

JONATHAN K. HANSON
DIRECTOR

PRISON RAPE ELIMINATION ACT

ACKNOWLEDGEMENT FORM

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

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

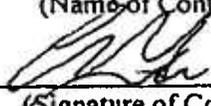
The act aimed to curb prison rape through a "zero-tolerance" policy, as well as through research and information gathering. The NH Department of Corrections has zero tolerance relating to the sexual assault/rape of offenders and recognizes these offenders as crime victims. Due to this recognition and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

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

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

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

Name (print): Earl Gage, Owner Date: 5/8/03
(Name of Contract Signatory)

Signature: 
(Signature of Contract Signatory)