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STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
OFFICE OF THE COMMISSIONER
 P.O. BOX 1806
 CONCORD, NH 03302-1806
 603-271-5603 FAX: 888-908-6609
 TDD ACCESS: 1-800-735-2964
 www.nh.gov/nhdoc

HELEN E. HANKS
 COMMISSIONER

PAUL D. RAYMOND, JR.
 ASSISTANT COMMISSIONER

56

May 8, 2024

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 contract with Carroll County (VC #177369), 50 County Farm Road, Ossipee, NH 03864, in the amount of \$384,345.00 for the provision of Alternative Housing for State-Sentenced Females services, for the period beginning July 1, 2024 through June 30, 2027, effective upon Governor and Executive Council approval, with the option to renew for one (1) additional period of up to three (3) years. 100% General Funds.

Funds are available in FY 2025 and are anticipated to be available for FY 2026 and FY 2027, upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between state fiscal years within the price limitation through the Budget Office, if needed and justified.

Carroll County					
Account	Description	FY 25	FY 26	FY 27	Total
02-46-46-463510-33740000-102-500731	Contracts for Program Services	\$128,115.00	\$128,115.00	\$128,115.00	\$ 384,345.00
Total Contract Amount					\$ 384,345.00

EXPLANATION

This contract will provide an alternative housing location for female residents of the NH Correctional Facility for Women (NHCF-W) for the purpose of "Facility Keep Separate" orders. Facility Keep Separate orders may be instituted to those residents who cannot be housed in the same facility due to serious safety concerns, which may consist of criminal cases of opposing testimony and/or victims of assaults committed by another resident housed in the same facility.

Residents of the NHCF-W that are housed at Carroll County have access to an array of programmatic opportunities including Cognitive Behavioral Therapy (CBT) with *Thinking for a Change* and *Seeking Safety* programs, intensive re-entry planning, *Employment Readiness* programs, educational classes, parenting and family education, substance abuse groups, *Helping Women Recover*, coupled with individual counseling and case management.

The Request for Proposal (RFP) was posted on the NHDOC website: <https://www.corrections.nh.gov/Sources/bids-contracts> and DAS: [https://www. https://apps.das.nh.gov/bidscontracts/bids.aspx](https://www.https://apps.das.nh.gov/bidscontracts/bids.aspx) for four (4) consecutive weeks and notified ten (10) potential vendors of the RFP posting. As a result of the issuance of the RFP, one (1) vendor responded by submitting their proposal in accordance with the RFP Terms and Conditions in the amount of \$384,345.00. This RFP was scored utilizing a consensus methodology by a three (3) person evaluation committee. The evaluation committee consisted of the following NHDOC employees: Sarah Provencher, Warden, NHCF-W; Athena Panas, Major, NHCF-W; and Natasha Cole, Deputy Director, Classifications and Client Records.

This contract will maintain the necessary standard of custody and delivery of program services. This allows for a daily average of six (6) females, with the capacity to house up to twelve (12) at any one (1) time, if necessary, at a daily rate of \$58.50 per resident.

Respectfully Submitted,

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

Helen E. Hanks
Commissioner



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Commissioner

Lisa M. Stone
Director

**RFP Bid Evaluation and Summary
Alternative Housing for State-Sentenced Females
NHDOC 2024-04**

Proposal Receipt and Review:

- Proposals will be reviewed to initially determine if minimum submission requirements have been met. The review will verify that the proposal was received before the date and time specified, with the correct number of copies, the presence of all required signatures, and that the proposal is sufficiently responsive to the needs outlined in the RFP to permit a complete evaluation. Failure to meet minimum submission requirements will result in the proposal being rejected and not included in the evaluation process.
- The Department will select personnel to act as an evaluation team. Proposals will not be publicly opened. Upon receipt, the proposal information will be disclosed to the evaluation committee members only.
- The Department uses a consensus scoring methodology to evaluate submitted Proposals. The Department reserves the right to waive any irregularities, minor deficiencies, and informalities that it considers not material to the proposal.
- The RFP does not commit the Department to award a contract. The Department reserves the right to reject any and all proposals; to cancel the RFP; and to solicit new proposals under a new acquisition process.

Proposal Evaluation Criteria:

- Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements of the evaluation criteria. Specific criteria are:
 - a. Evaluation Scoring – 60 points
 - b. Cost Proposal – 40 points
- Awards will be made to the responsive Vendor(s) whose proposals are deemed to be the most advantageous to the State, taking into consideration all evaluation factors in Section F of NHDOC 2024-04.
 - a. Contract(s) may be awarded to a Bidder submitting a response that demonstrates the required capabilities and approach as identified in the RFP and does not reduce the current functions of the Department.

Evaluation Team Members:

- a. Sarah Provencher, Warden NHCF-W
- b. Athena Pana, Major NHCF-W
- c. Natasha Cole, Deputy Director, Classifications and Client Records

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**RFP Scoring Matrix
Alternative Housing for State-Sentenced Females
NHDOC 2024-04**

Respondents Name & Address:

- *Carroll County, Department of Corrections* • *None*
50 County Farm Road
- Ossipee, NH 03864*

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 2024-04 RFP Scoring Matrix			
<i>Evaluation Criteria</i>	<i>RFP Weight Point Value</i>	<i>Carroll County, Department of Corrections</i>	<i>N/A</i>
<i>Technical Proposal</i>			
<i>Executive Summary</i>	15	15	
<i>Organizational Capability</i>	15	15	
<i>Organizational Approach</i>	30	15	
<i>Cost Proposal</i>	40	40	
<i>References</i>	Pass/Fail	Pass	
Total	100	100	

Contract Award:

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

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Bio

Alternative Housing for State-Sentenced Females NHDOC 2024-04

Sarah Provencher, Warden NHCF-W, Security

Confirmed Warden of the NHCF-W in December of 2023 with the responsibility of overseeing facility operations to include management of security and the resident population. Graduated from Rivier College (now Rivier University) with a Master's Degree in Psychology. Entered the field of Corrections in 2011 working for the Massachusetts Partnership for Correctional Health Care within the Massachusetts Department of Corrections at the Souza Baranowski Correctional Center in Shirley Massachusetts working within the Residential Treatment Unit and Secure Treatment Program. In 2015 transferred to the New Hampshire Department of Corrections as a Case Counselor Case Manager assisting and providing residents with resources to enhance and strengthen rehabilitative efforts with subsequent promotions to the Administrator of Classifications and Clients Records to ensure public and institutional safety, and the Administrator of Programs overseeing case management and re-entry services for the resident population. In 2019, I was appointed as the Deputy Warden of the New Hampshire State Prison for Men overseeing security operations as well as the Classification and Client records Bureau for the New Hampshire Department of Corrections.

Athena Panas, Major NHCF-W, Security

Confirmed Major of the NHCF-W in December of 2023. I have been working in corrections since 2011 where I started at the NHSP-M. I transferred to NHCF-W in 2013, where I have stayed ever since. I have received achievements from team accommodations, Lifesaving Awards, and Leadership of The Year. Over the years I have attended Critical Stress Management, Woman in Command, Excited Delirium, and The NH Supervisory Academy. I am the co-founder of Progressive Pathways which is a program to help residents develop the skills they need to reenter the community and to reflect on the path in which lead them to incarceration. I organize and collaboration with other divisions of the Department and the NHCF-W facility to strengthen and enhance operational functions to meet facility requirements.

Natasha Cole, Deputy Director, Classifications and Client Records

I became the Deputy Director of Classifications and Client Records in October 2023. I graduated from Champlain College in 2005, with a Bachelor's Degree in Paralegal Studies, and have over fifteen years of experience as a paralegal, providing legal support in both criminal and civil litigation, in both the private and public sector prior to coming to NHDOC. My role as the Deputy Director is to strengthen the Bureau of



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LISA M. STONE
DIRECTOR

Classification and Client Records, working to ensure institutional and public safety, adherence to policy and administrative rules, and serving as a liaison between the judiciary, the Attorney General's Office, and our law enforcement partners across the state and the country.



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Bidders List

**Alternative Housing for State-Sentenced Females
NHDOC RFP 2024-04**

Belknap County Dept of Corrections
Superintendent: Michelle Wetherbee
76 County Drive
Laconia, NH 03246
Phone: 603-527-5480
Email: mwetherbee@belknapcounty.org

Hillsborough County Dept. of Corrections
Superintendent: Joseph Costanzo
445 Willow Street
Manchester, NH 03103
Phone: 603-627-5620
Email: joseph.costanzo@hcnh.gov

Carroll County Dept of Corrections
Superintendent: Sean Elridge
95 Water Village Road
P.O. Box 688
Ossipee, NH 03864
Phone: 603- 539-2282 ext. 1000
Email: bking@cchoc.org

Merrimack County Dept. of Corrections
Superintendent: Travis Cushman
314 Daniel Webster Highway
Boscawen, NH 03303
Phone: 603-796-3600
Email: Tcushman@mcdoc.net

Cheshire County Dept of Corrections
Superintendent: Douglas Losue
825 Marlboro Road
Keene, NH 03431
Phone: 603-903-1600
Email: dlosue@co.cheshire.nh.us

Rockingham County Dept of Corrections
Superintendent: Jason Henry
99 North Road
Brentwood, NH 03833
Phone: 603-679-2244
Email: jhenry@co.rockingham.nh.us

Coos County Dept of Corrections
Superintendent: Ben Champagne
168 County Farm Road, P.O. Box 10
West Stewartstown, NH 03597
Phone: 603- 246-3315
Email: bchampagne@cooscountynh.us
www.cooscountynh.us

Strafford County Dept of Corrections
Superintendent: Chris Brackett
266 County Farm Road
Dover, NH 03820
Phone: 603- 742-3310
Email: PENDING
www.co.rockingham.nh.us

Grafton County Dept of Corrections
3887 Dartmouth College Highway
North Haverhill, NH 03774
Superintendent:
Phone: (603) 787-2019
www.graftoncountynhdoc.us

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

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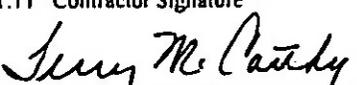
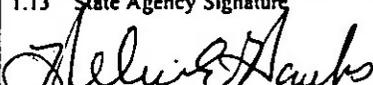
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Carroll County		1.4 Contractor Address P.O. Box 688 50 County Farm Rd. Ossipee, NH 03864	
1.5 Contractor Phone Number 603-539-2282	1.6 Account Unit and Class 02-46-46-4635 10-33740000-102-500731	1.7 Completion Date June 30, 2027	1.8 Price Limitation \$384,345.00
1.9 Contracting Officer for State Agency Sarah Provencher, Warden		1.10 State Agency Telephone Number 603-271-5563	
1.11 Contractor Signature  Date: 5/1/24		1.12 Name and Title of Contractor Signatory Terry McCarthy, Chairman	
1.13 State Agency Signature  Date: 5/9/24		1.14 Name and Title of State Agency Signatory Helen E. Hanks, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Duncan A. Edgar</i> On: May 6, 2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials *TMC*
 Date *5/1/24*

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.

EXHIBIT A - SPECIAL PROVISIONS

1. Confidential Information includes any and all information owned or managed by the State of NH - created, received from or on behalf of any Agency of the State or accessed in the course of performing contracted Services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Protected Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Social Security Numbers (SSN), Family Educational Rights and Privacy Act (FERPA), and or other sensitive and Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. The Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all Confidential Information.

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State of NH, Department of Corrections
Division of Administration

Alternative Housing for State-Sentenced Females
NHDOC 2014-04
Page 34 of 50

Contractor Initials: *dh*

Date: *3-23-24*

SCOPE OF WORK - EXHIBIT B

1. Purpose

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

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

2. Terms of Contract

A contract awarded by the NHDOC as a result of RFP NHDOC 2024-04 is expected to be effective upon Governor and Executive Council approval for the period beginning upon July 1, 2024, through June 30, 2027. The Department may extend contracted services for one (1) additional period of up to three (3) years, contingent upon satisfactory Contractor performance, Commissioner approval, continued appropriation, and Governor and Executive Council approval.

3. Population Served

3.1. Alternative Housing for state-sentenced Females shall be performed at the following NHDOC locations.

NH Department of Corrections Correctional Facilities		
NH Correctional Facility for Women (NHCF-W)	42 Perimeter Road	Concord, NH 03301

4. Description of Alternative Housing for State-Sentenced Females

The Contractor shall provide alternative housing for state-sentenced females to include but not limited to:

- 4.1. Placement of Resident(s): The NHDOC shall attempt to avoid placing resident(s) with the Contractor who are scheduled for multiple court appearances in other jurisdictions or who are chronic care residents as screened by the NHDOC medical staff.
- 4.2. Personal Items for Resident(s): The NHDOC resident(s) shall receive the same clothing, food, bedding and personal hygiene items as provided to the Contractor's offender population in the facility at no additional cost to the NHDOC resident(s) or to the NHDOC.
- 4.3. The following items will be authorized to be transferred with the NHDOC resident(s) to and from the Contractor facility: sweatshirts, undergarments and sneakers. Resident(s) discharged to any NHDOC facility will retain these items. If a resident is discharged to the community, ALL State issued property will be returned to the NHDOC.
- 4.4. Commissary Services: The Contractor shall offer the NHDOC's resident(s) the same access to the commissary (canteen) as available to the Contractor's offender population and the Contractor shall manage the NHDOC resident(s) accounts while they are at the Contractor's facility.
- 4.5. Healthcare services: The NHDOC resident(s) in the Vendor's facility shall have access to and be provided with healthcare services (medical, dental, behavioral health) in accordance with the

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procedures of the vendor. Healthcare services that cannot be provided within the Vendor facility shall be the financial responsibility of the NHDOC. The NHDOC shall not pay healthcare facilities and hospitals more than the allowable rate for inpatient, outpatient, or emergency room care provided for prisoners in State and County correctional facilities under NH RSA 623-C:2. Healthcare facilities mean ambulatory, and specialty medical service centers licensed under NH RSA 151, and shall include but not be limited to surgical, rehabilitation, and long-term care clinics. Inpatient behavioral health services shall be provided in accordance with transfer to the NHDOC Secure Psychiatric Unit under NH RSA 623-C:2. The NHDOC shall pay health care facilities and independent health care facilities licensed under NH RSA 151 no more than the allowable rate, pursuant to NH RSA 623-C:2.

- 4.5.1. All healthcare services shall be provided by qualified personnel who are licensed, if required, to have a license to practice under New Hampshire law.
 - 4.5.2. All healthcare services shall be evidence-based and in accordance with generally accepted healthcare principles.
 - 4.5.3. All healthcare services shall be based on a treatment plan or plan of care that is individualized and addresses all problem areas/concerns.
 - 4.5.4. The Contractor should demonstrate an ability to provide instruction and healthcare training services that promote prevention and/or self-care.
- 4.6. **Emergency Medical/Critical Care Services:** The Contractor shall notify the Director of Medical and Forensic Services, or designee, of all emergency medical/critical care services to be provided. Critical care services shall occur at a hospital with which the NHDOC has an established contract or with a medical facility already under contract by the Contractor. The notification and preapproval process shall be established with the NHDOC and the Contractor. Emergency services, broadly defined as life-threatening or having the potential to result in debilitation, shall be provided in accordance with the Contractor's emergency response protocol. Typically, this means that the resident would be transported to the nearest emergency room for evaluation and stabilization.
- 4.6.1. Subsequent follow-up healthcare shall be preapproved by the Director of Medical and Forensic Services, or designee.
 - 4.6.2. The Contractor shall ensure transportation when emergency medical/critical care services are needed.
 - 4.6.3. The Contractor shall forward copies of all healthcare records of the resident(s) pertaining to all healthcare services to include, but not limited to, routine, emergency, or critical healthcare services and any subsequent follow-up care services to the NHDOC, Medical Records Supervisor.
 - 4.6.4. Healthcare records shall be sent quarterly to the Medical Records Supervisor for inclusion in the NHDOC electronic health record. The Contractor shall forward quarterly updates to the Medical Records Supervisor by the end of the first week following the close of a fiscal year quarter. These fiscal year quarters end September 30, December 31, March 31, and June 30. The NHDOC reserves the right to request updated records at any time during the resident's stay in the Contractor's facility. The Contractor should provide those within five (5) business days of receipt of the request.
- 4.7. **Non-Emergency Services:** All non-emergency scheduled healthcare shall be preapproved by the Director of Medical and Forensic Services, or designee. The preapproval process shall be established with the NHDOC and the Contractor.
- 4.7.1. The Contractor shall forward copies of all medical records (information) pertaining to resident's non-emergency medical care services and any subsequent follow-up care services to the Director of Medical and Forensic Services, or designee.

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- 4.7.2. The Contractor shall provide transportation when non-emergency medical services are needed.
- 4.7.3. The Contractor shall provide transportation when non-emergency medical care is provided by the Contractor's contracted hospitals/medical providers.
- 4.8. Dental Care Services: All routine and emergency dental care shall be the responsibility of the NHDOC to be performed on-site at the NH Correctional Facility for Women and/or NH State Prison for Men (NHSP-M), Concord, NH.
- 4.8.1. The Contractor shall notify the Director of Medical and Forensic Services, or designee, of required dental care services. All notes and documentation by the Contractor's Dental Officer shall be provided at the time of the request for services.
- 4.8.2. Upon notification, the Warden, or designee will coordinate transportation for the resident(s) from the Contractor's facility to a NHDOC facility and return transportation to the Contractor's facility.
- 4.8.3. The NHDOC shall provide transportation of the resident(s) to and from the Contractor facility for dental care services.
- 4.9. Behavioral Health Services: Shall include treatment of psychiatric disorder, sexual offending disorders, and Substance Use Disorder (SUD) services. SUD services shall include pharmaceutical treatment of residents, also known as Medication-Assisted Treatment (MAT) and Medication for Opioid Use Disorder (MOUD). Require psychiatric services include crisis response, medication management, psychiatric assessment, access to groups to improve coping, to develop symptom management skills, and to improve social functioning skills.
- 4.10. Pharmaceutical Administration: The NHDOC resident(s) shall arrive at the Contractor's facility with a two-week supply of their prescribed medications. If additional prescriptions and/or refills of existing prescriptions are required, the Contractor shall provide the prescription, compute the cost of the medications, and shall provide the NHDOC with a separate itemized bill by resident(s). The Contractor shall utilize the NHDOC formulary for medications unless otherwise medically indicated. The Contractor shall provide documentation of medical necessity for off-formulary medications prior to ordering said medications except in the case of life-threatening emergency. The Contractor shall send the documentation to the Director of Medical and Forensic Services, or designee. All off-formulary medications shall be noted on the monthly invoice by resident(s) for follow-up by the NHDOC.
- 4.11. Programs: The NHDOC resident(s) may be eligible and/or shall participate in the programming delivered to all female offenders based on risk and services needed. The Contractor shall provide a full description of programs and services offered which, at a minimum, shall include:
- Educational Services: The NHDOC resident(s) shall be eligible to participate in High School Equivalency Training (HSET) and high school credit bearing classes provided by a Department of Education certified instructor on a weekly basis.
 - Religious Ministrations: The NHDOC resident(s) shall be eligible to participate in religious ministrations and/or religious instruction pursuant to RSA 622:22 Religious Ministrations and 622:23 Religious Preferences.
 - Contractor Rules and Policies: The NHDOC resident(s) shall engage in programming, recreation, and visitation in accordance with the rules and policies of the Contractor.
- 4.12. The NHDOC resident(s) shall be advised of, and shall adhere to, the rules and policies of the Contractor and shall be subject to the disciplinary processes and sanctions of the Contractor.
- 4.13. Work-Status Compensation: The Contractor shall allow the NHDOC resident(s) access to work and/or skill development opportunities in the Contractor's facility and receive the same compensation rates available to other offenders. This compensation shall be included in the daily rate.

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- 4.13.1. All the NHDOC resident(s) who do not have a paying job will be paid \$1.40/day, five (5) days a week, by the Contractor.
- 4.13.2. All the NHDOC resident(s) will be considered employed for visitation purposes.
- 4.14. Searches: The Contractor shall ensure housing units where the NHDOC female resident(s) are housed, have a minimum of one (1) female staff member on duty at all times. Male staff shall not conduct clothed or unclothed searches of the NHDOC female resident(s) except for emergency circumstances as defined by the Contractor's policy.
- 4.15. Prison Rape Elimination Act (PREA):
- 4.15.1. The Contractor shall have standards, policies and procedures consistent with the requirements of the Federal Prison Rape Elimination Act. The NHDOC shall be notified of any changes to these standards, policies and procedures.
- 4.15.2. A copy of the Contractor's PREA standards, policies and procedures that satisfy this requirement shall be made available to the NHDOC and updated by the Contractor when changes are made to the policy.
- 4.15.3. Contractor shall inform all assigned employees and staff and comply with all applicable PREA regulations set forth by Public Law 108-79 Prison Rape Elimination Act of 2003 to include the NHDOC PREA Policy and Procedure Directive 5.19, RFP Resources | NH Department of Corrections.
- 4.16. Transportation of Persons/Resident(s):
- 4.16.1. Custody transport of a NHDOC resident to/from the Contractor facility from/to the NHDOC shall be the responsibility of the NHDOC.
- 4.16.2. The Contractor shall be responsible for all other transportation, except for dental care services, Section 4.8, at no additional charge to the NHDOC female resident(s) or to the NHDOC for any transportation required for the NHDOC female resident(s) while at the Contractor's facility.
- 4.16.3. Transport by the Contractor of a NHDOC female resident(s) shall occur with at least one (1) Contractor female staff member present at all times.
- 4.17. Classification Custody: The NHDOC's female resident(s) shall be housed at a classification custody level that most closely parallels the NHDOC classification system and shall be afforded the privileges in accordance with the NHDOC classification system. If these privileges are contrary to the procedures of the Contractor, the Contractor's procedures shall take precedence.
- 4.18. Resident(s) Custody: The NHDOC shall have a NHDOC representative/personnel available to meet with the resident(s) at the Contractor facility to facilitate release planning and to address concerns raised by the resident(s). The NHDOC shall designate a liaison for the Contractor to contact to resolve questions and concerns regarding the NHDOC resident(s) at the Contractor's facility and to monitor contract requirements.
- 4.19. Health Insurance Portability and Accountability Act (HIPAA): Contractor shall comply with all applicable patient information privacy and security regulations set for the in the HIPAA final regulations for privacy of individually identifiable health information by the federal due date for compliance, as amended from time to time.
5. **General Service Provisions:**
- 5.1. The NHDOC 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. The Warden, or designee shall contact the Contractor when service is required.
- 5.2. Contractor Credentials: The Contractor shall furnish any valid professional licenses, certifications and/or qualifications required by law for the performance of the requested services of the contract.

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- 5.3. Rules and Regulations: The Contractor shall comply with all rules and regulations of the NHDOC to include the Department's confidentiality policy and procedure directives.
- 5.4. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NHDOC may be added to the contract. If it is necessary to increase the price limitation of the contract this provision will require Governor and Executive Council approval.
- 5.5. Licenses, Credentials and Certificates: The Contractor shall ensure that the NH State licensed professional provide the services required. The Contractor and its staff shall possess the credentials, licenses and/or certificates required by law and regulations to provide the services required.
- 5.6. Vendor Sign-In Sheet: Contractor staff shall be expected to show company identification, and sign-in and out of the corresponding facility receiving services, if applicable. At a minimum, Contractor staff shall provide their company name, personal first and last name, time-in and time-out, date of service and may be required to provide vehicle make, model and license plate number.
- 5.7. Change of Ownership: If the Contractor should change ownership for any reason whatsoever, the NHDOC shall have the option of continuing under the contract with the Contractor or its successors or assigns for the full remaining term of the contract, continuing under the contract with the Contractor or, its successors or, assigns for such period of time as determined necessary by the NHDOC, or terminating the contract.
- 5.8. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and Department for the duration of the contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the contract: submit a written identification and notification to the NHDOC of the name, title, address, telephone number, fax number and email address of an individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the contract.
 - 5.8.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.
 - 5.8.2. 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 NHDOC receives notice of this change.
 - 5.8.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: The NHDOC, Division Director, Medical and Forensic Services, or designee, P.O. Box 1806, Concord, NH 03302.
- 5.9. Contractor Liaison's Responsibilities: Contractor's Liaison shall be responsible for:
 - 5.9.1. Representing the Contractor on all matters pertaining to the contract and any renewals thereof. Such a representative shall be authorized and empowered to represent the Contractor regarding all aspects of the contract and any renewals thereof.
 - 5.9.2. Monitoring the Contractor's compliance with the terms of the contract and any renewals thereof.
 - 5.9.3. Receiving and responding to all inquiries and requests made by the NHDOC in the time frames and format specified by the NHDOC in this RFP and in the contract and any renewals thereof.
 - 5.9.4. Meeting with representatives of the NHDOC on a periodic or as needed basis to resolve issues which may arise.
- 5.10. The NHDOC Contract Liaison Responsibilities: The Warden, or designee, shall act as liaison between the Contractor and the NHDOC for the duration of the contract and any renewals thereof. The NHDOC reserves the right to change its representative, at its sole discretion, during the term of the contract, and shall provide the Vendor with written notice of such change. Representing

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the NHDOC on all matters pertaining to the contract. The representative shall be authorized and empowered to represent the NHDOC regarding all aspects of the approved contract including but not limited to:

- Responding to all inquiries and requests related to the contract made by the Contractor, under the terms and in the time frames specified by the contract.
- Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues which arise.
- Informing the Contractor of any discretionary action taken by the NHDOC pursuant to the provisions of the contract.
- The NHDOC 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 renewals thereof.

5.11. **Reporting Requirements:** The NHDOC shall, at its sole discretion:

- 5.11.1. Request the Contractor to provide proof of any and all permits to perform alternative housing for state-sentenced females as required by authorities having local, state and/or federal jurisdiction at any time during the life of the contract and any renewals thereof.
- 5.11.2. Request the Contractor to provide a monthly summary of services provided by resident(s) and services provided, at a minimum.
- 5.11.3. Request the Contractor to provide any information requested by the NHDOC.
- 5.11.4. Reports and/or information requests shall be forwarded to the NHDOC, Division Director, Medical and Forensic Services, or designee, P.O. Box 1806, Concord, NH 03302.

5.12. **Performance Measures:** The NHDOC shall, at its sole discretion:

- 5.12.1. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action.
- 5.12.2. Terminate the contract if the NHDOC determines that the Contractor is:
 - a) Not in compliance with the terms of the contract.
 - b) Has lost or has been notified of intention to lose their certification/licensure/permits.
 - c) Terminate the contract as otherwise permitted by law.

5.13. Review reports submitted by the Contractor. The NHDOC shall determine the acceptability of the reports. If the reports are not deemed acceptable, the NHDOC shall notify the Contractor and explain the deficiencies.

5.14. Request additional reports the NHDOC deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the contract and any renewals thereof.

6. **Other Contract Provisions:**

6.1. **Modifications to the Contract:** In the event of any dissatisfaction with the Contractor's performance, the NHDOC will inform the Contractor of any dissatisfaction and will include requirements for corrective action.

6.2. **Coordination of Efforts:** The Contractor shall fully coordinate the activities to the performance of the contract with those of the NHDOC. As the work the Contractor progresses, advice and information on matters covered by the contract shall be made available by the Contractor to the NHDOC as requested by the Department throughout the effective period of the contract.

7. Bankruptcy or Insolvency Proceeding Notification:

- 7.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether or voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor shall notify the NHDOC immediately.
- 7.2. Upon learning of the actions herein identified, the NHDOC reserves the right at its sole discretion to either cancel the contract in whole or in part or re-affirm the contract in whole or in part.

8. Embodiment of the Contract:

In the event of a conflict in language between the documents reference below, the provisions and requirements set forth and/or referenced in the negotiated document noted in 9.1 shall govern. The NHDOC 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 Form P-37 (v. 2/23/2023) and/or Exhibit A, B & C.

8.1. Order of Precedence:

- 8.1.1. The NHDOC Contract Agreement NHDOC 2024-04.
- 8.1.2. The NHDOC RFP NHDOC 2024-04.
- 8.1.3. Vendor's response to RFP NHDOC 2024-04.

9. Cancellation of Contract:

- 9.1. The NHDOC may cancel the contract at any time for breach of contractual obligations by providing the Contractor with a written notice of such cancellation.
- 9.2. Should the NHDOC exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.
- 9.3. The NHDOC reserves the right to terminate the contract without penalty or recourse by giving the Contractor a written notice of such termination at least sixty (60) days prior to the effective termination date.
- 9.4. The NHDOC reserves the right to cancel this contract for the convenience of the State with no penalties by giving the Contractor sixty (60) days' notice of said cancellation.

10. Contractor Transition:

The NHDOC, at its discretion, in any contract, 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.

11. Audit Requirement:

Contractor agrees to comply with any recommendations arising from periodic audits on the performance of this contract, providing they do not require any unreasonable hardship, which would normally affect the value of the contract. The NHDOC reserves the right to have financial audits conducted by the Department or a third party.

12. Additional Equipment/Positions/Locations:

Upon agreement of both party's additional equipment, and/or other residents under the custody of other facilities belonging to the NHDOC may be added to the contract. In the same respect, equipment, positions, and/or facilities listed as part of the provision of services of the contract may be deleted as well. Upon mutual agreement of additional equipment or positions, the State will negotiate

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the cost with the Contractor; the Department will seek a contract amendment for approval of the Governor and Executive Council when these additions increase the cost of the contract.

13. Information:

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

14. Contractor Personnel:

- 14.1. The Contractor shall agree that employees of the Contractor shall perform all services required by the contract. The Contractor shall guarantee that all personnel providing the services required by the contract are qualified to perform their assigned tasks.
- 14.2. 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.

15. Notification to the Contractor:

The NHDOC 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.

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

Contractor shall comply with any applicable NHDOC 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: [RFP Resources | NH Department of Corrections](#).

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17. 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.

18. 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: [RFP Resources | NH Department of Corrections](#)

19. Prison Rape Elimination Act (PREA) of 2003

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

[RFP Resources | NH Department of Corrections.](#)

20. Criminal Justice Information Services (CJIS) Security Policy, if applicable

The essential premise of the CJIS Security Policy is to provide appropriate controls to protect the full lifecycle of CJI, whether at rest or in transit. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI. This Policy applies to every individual Contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity with access to, or who operate in support of, criminal justice services and information. Contractor shall comply with the CJIS policy and is located as a separate link: [RFP Resources | NH Department of Corrections.](#)

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EXHIBIT C - ESTIMATED BUDGET/METHOD OF PAYMENT

1. Estimated Budget (Cost Proposal)

1.1. Service Fee Schedule Period: July 1, 2024, through June 30, 2027

Daily per Diem Rate per Resident	<u>\$ 58.50</u> (insert per diem rate here).
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2. Method of Payment

- 2.1. The NHDOC shall pay the daily rate for the first (1st) day of delivery of the resident to the Contractor facility, but not the last day that the resident is released back to the NHDOC custody.
- 2.2. It is understood that the total payments made by the NHDOC under this agreement shall not exceed the sum listed on the P-37 (v. 2/23/2023), section 1.8 – Price Limitation.
- 2.3. The Contractor shall complete and submit an itemized monthly invoice by resident for the per diem rate containing the following information:
 - 2.3.1. Resident name, ID number;
 - 2.3.2. Dates of service(s) provided;
 - 2.3.3. Per diem rate according to the contract;
 - 2.3.4. Itemized invoice by resident and dates or period of service provided (number of days per resident multiplied by the daily per diem rate); and
 - 2.3.5. Total monthly cost for all residents.
- 2.4. Due dates for monthly invoices and monthly program reports shall be the fifteenth (15th) day of the month following that in which services are provided.
- 2.5. Original invoices and any required reports shall be sent to the NHDOC, P.O. Box 1806, Concord, NH 03302. The Warden of NH Correctional Facility for Women shall be responsible for approving invoices for payment.
- 2.6. Once approved, the original invoice shall be sent to the Department’s Bureau of Financial Services for processing an issuance of payment;
- 2.7. Within thirty (30) days of receipt of an approved invoice, the NHDOC, Bureau of Financial Services, shall reimburse the Contractor the amount of the Contractor’s approved invoice.
- 2.8. The NHDOC may make adjustments of the payment amount and/or suspension of payments if the following occur: The program reports are not submitted in accordance with the instruction established by the NHDOC or the invoice is incorrect.
- 2.9. Payment shall be made to the name and address identified in the contract as the “Contractor” unless: (a) the Contractor has authorized a different name and mailing address in writing or (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State’s tax-exempt certificate number is 026000618 .
- 2.10. For contracting purposes, the State’s Fiscal Calendar Year starts on July 1st and ends on June 30th of the following year. For budgeting purposes, the second (2nd) half of the State’s Fiscal Calendar Year shall end on June 30, 2024.

3. Appropriation of Funding

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

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

- 3.1.1. In the event that funds are not fully appropriated for the contract, the Contractor shall not prohibit or otherwise limit the NHDOC the right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of State government affairs.
- 3.1.2. The requirements stated in the is paragraph shall apply to any amendments, thereof, or the execution of any option to extend the contract.

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

*State of NH, Department of Corrections
Division of Administration*

*Alternative Housing for State-Sentenced Females
NHDOC 2024-04
Page 45 of 50*

Contractor Initials: TMC
Date: 5/1/24

CERTIFICATE FOR MUNICIPALITIES

I, (insert name) Bill Nelson, of (insert Municipality name) Carroll County, Do hereby certify to the following assertions:

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

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

Terry McCarthy, on behalf of this Municipality, is authorized and directed to enter into the said lease contract with the State of New Hampshire, and that they are to take any and all such actions that may be deemed necessary, desirable or appropriate in order to execute, seal, acknowledge and deliver any and all documents, agreements and other instruments on behalf of this Municipality in order to accomplish the same.

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

- 5. The foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever, and remain in full force and effect as of the date hereof;
6. The following person or persons have been duly elected to, and now occupy, the Office or Offices indicated: (fill in the appropriate names of individuals for each titled position)
Municipality Commissioner: Terry McCarthy
Municipality Clerk: Bill Nelson
Municipality Treasurer: Joe Costello

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date: (insert date of signing) 5/1/2024
Clerk/Secretary (signature) [Signature]
In the State and County of: (State and County names) State of New Hampshire, County of Carroll

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: New Hampshire, COUNTY OF: Carroll UPON THIS DATE (insert full date) 5/1/2024, appeared before me (print full name of notary) Michelle E Rogers, the undersigned officer personally appeared (insert officer's name) Bill Nelson

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

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

Michelle E Rogers
Notary Public, State of New Hampshire
My Commission Expires April 20, 2027



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Carroll County 95 Water Village Road Ossipee, NH 03864		Member Number: 600	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2023	7/1/2024	Each Occurrence	\$ 2,000,000
			General Aggregate	\$ 10,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2023	7/1/2024	Combined Single Limit (Each Accident)	\$2,000,000
			Aggregate	\$10,000,000
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input checked="" type="checkbox"/> Property (Special Risk Includes Fire and Theft)	7/1/2023	7/1/2024	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
Description: Proof of Primex Member coverage only.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
State of New Hampshire NH Department of Corrections PO Box 1806 Concord, NH 03302-1806			By: <i>Mary Beth Purcell</i>
			Date: 3/25/2024 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Carroll County 95 Water Village Road Ossipee, NH 03864	Member Number: 600	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2023	7/1/2024	Each Occurrence	\$ 1,000,000
			General Aggregate	\$ 2,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
<input type="checkbox"/> Workers' Compensation & Employers' Liability			Statutory	
			Each Accident	
			Disease - Each Employee	
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

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

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	Primex ³ - NH Public Risk Management Exchange
					By: <i>Mary Beth Purcell</i>
					Date: 3/25/2024 mpurcell@nhprimex.org
					Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
State of New Hampshire NH Department of Corrections PO Box 1806 Concord, NH 03302-1806					

NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

Cor 307 Items Considered Contraband. Contraband shall consist of:

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

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

COR 307.03 Searches and Inspections Authorized:

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

Terry McCarty
Name

Terry McCarty
Signature

5/1/24
Date

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

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

Terry McCarthy
Name

Terry McCarthy
Signature

5/1/24
Date

NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

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

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

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

Terry McCarthy
Name

Terry M. Caridy
Signature

5/1/24
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.

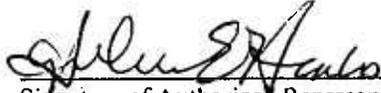
d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA and the Privacy and Security Rule.

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.

State of NH-Department of Corrections
State of New Hampshire Agency Name


Signature of Authorized Representative

Helen E. Hanks
Authorized DOC Representative Name

Commissioner
Authorized DOC Representative Title

5/9/2024
Date

Carroll County
Contractor Name


Contractor Representative Signature

Terry McCarthy
Authorized Contractor Representative Name

Chairman
Authorized Contractor Representative Title

5/1/24
Date



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

HELEN E. HANKS
COMMISSIONER

LISA M. STONE
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): Terry McCarthy Date: 5/1/24
(Name of Contract Signatory)
Signature: *Terry McCarthy*
(Signature of Contract Signatory)



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS

**ACKNOWLEDGEMENT OF PRISON RAPE ELIMINATION ACT EDUCATION /
INFORMATION PURSUANT TO PPD 379.00 and 28 CFR 115.32 FOR LEVEL III
CONTRACTORS & NH STATE EMPLOYEES¹**

The Prison Rape Elimination Act (PREA) is a federally mandated initiative to prisons, jails, and those who supervise offenders in the community to establish a zero - tolerance policy against sexual assault on residents within those systems. PREA incidents involve the following conduct:

- Resident-on-resident sexual assault, sexual harassment, or abusive sexual contact; and,
- Staff sexual abuse, sexual harassment

PREA aims to curb prison rape through a "zero tolerance" policy, as well as through research and information gathering. The New Hampshire Department of Corrections (NHDOC) has zero tolerance relating to the sexual assault/rape of residents and recognizes residents who are sexually abused or sexually harassed 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" policy to the following:

- Contractor/subcontractor sexual abuse, sexual harassment, and/or assault of a resident
- Other State agency employee sexual abuse, sexual harassment, and/or assault of a resident

As a contractor and/or subcontractor of the NHDOC, or the employee of another agency of the State of New Hampshire, I acknowledge that I have been provided information on the Prison Rape Elimination Act (PREA), and have been informed that as a contractor and/or subcontractor of the NHDOC, or the employee of another agency of the State of New Hampshire, sexual conduct between myself and a resident is prohibited. Sexual harassment or sexual misconduct involving a resident may also be a violation of RSA's 632-A:2, 632-A:3 and 632-A:4, Chapter 632-A: Sexual Assault and Related Offenses, and result in criminal prosecution.

As contractor and/or subcontractor of the NHDOC, or another agency of the State of New Hampshire, I understand that I shall inform all employees of the contractor and/or subcontractor, or employees of another state agency, to adhere to all policies relating to: PREA, RSA's 632-A:2, 632-A:3 and 632-A:4, and the departmental policies including NHDOC PPD 379, NHDOC Administrative Rules, Conduct and Confidentiality information regarding my conduct, reporting of incidents and treatment of those under supervision of the NH Department of Corrections (Ref. RSA Chapter 632-A, NHDOC PPD 379 and Administrative Rules, Rules of Conduct for persons Providing Contract Services, Confidentiality of Information Agreement).

Name: Terry McCarthy

Date: 5/1/24

Signature: Terry McCarthy

Company/Organization: Carroll County

¹ All Departments Other than NH Department of Corrections employees

Alternative Housing for State-Sentenced Females

RFP: NHDOC 2024-04

Submitted by

CARROLL COUNTY DEPARTMENT OF CORRECTIONS

Submission Date: March 26th 2024

The Carroll County Jail is a 120-bed facility located at the geographic center of Carroll County. The facility has two dayrooms for females and two for males. Dayroom one is the largest female's unit capable of housing up to 18 females. The dayroom is equipped with an ADA compliant living quarters. The remainder of the living space in the dayroom is set up with bunk beds. The unit has direct access outside recreation yards which is enclosed. Additionally, the open space in the dayroom is equipped with an exercise station wall mounted television and a large table area for the available microwave oven.

Carroll County, in partnership with the Carroll County Department of Corrections (CCDOC), the Criminal Justice Coordinating Committee, and the Critical Friends Provider Committee, has undergone extensive justice system evaluation and strategic planning since March 2016 with the assistance of the national consulting firm of Alternative Solutions Associates, Inc. (ASAI). Utilizing the National Institute of Corrections' *Transition from Jail to Community* model, a reentry project has been implemented that includes treatment intervention and an array of services. Through this process, CCDOC has undergone a major reorganization of its clinical treatment, services, and educational components, and created a continuum of services across the facility.

With a focus on evidence-based practices, CCDOC instituted an integrated care treatment approach which begins with assessments, followed by coordinated, targeted interventions and programming to address the individual's identified risks and needs. Program staff, as well as correctional officers, have received extensive training, including providing in-jail gender-based trauma-informed services.

CCDOC has developed a large network of collaborations and community linkages. Key to the treatment services has been the contract with Northern Human Services who provides evidence based co-occurring mental and substance use disorder treatment within CCDOC; they will continue as a subcontractor if awarded this grant. For over 30 years, Northern Human Services

has been a mental health and substance abuse service provider for both women and men in the region. The clinicians from NHS, the CCDOC case manager, the treatment team and Director of Programs, will work together to ensure the women from this grant receive the same care and services currently provided to CCDOC incarcerated females. The Carroll County Department of Correction has an approved capacity to house 120 inmates at the facility. The county if approved to house NHDOC women has designed the unit which can house up to 18 women, it would be the hope to develop a programming unit specially designed for the NHDOC women who can be house long-term gender-specific trauma-informed program would be developed to provide participants with the skills and tools for successful re-entry into the community. Additionally, participants would be receiving case management assessments to identify individual needs and to ensure resources are put into place prior to transition. Individuals would transition with specific plans tailored to their unique needs to create a seamless transition into the community and into community-based supports and services. CCDOC has been housing women for the past three years they have worked to develop a gender-responsive program for women. Carroll County has taken women from other counties Strafford, Rockingham Belknap, and NH Women State Prison.

Carroll County Mission Statement

As a member of the law enforcement community, it is the mission of the Carroll County Department of Corrections to provide a safe, secure, and humane environment for the staff, and detainees in accordance with all applicable federal and state laws, current correctional standards and practices, and to ensure the safety and welfare of the community. It is further the mission of the Carroll County Department of Corrections to offer an environment that promotes and fosters personal growth and models prosocial behavior.

CCDOC Superintendent Sean Eldridge brings a tremendous compliment of skills and a network of resources to this project. Superintendent Eldridge also brings 24 years of correctional experience with 20 years with Rockingham County and the past 4 years with us here CCDOC. As previously mentioned, Northern Human Services (NHS) has been providing behavioral health services to the region for over 30 years. They bring extensive experience with forensic treatment, homeless/housing, mental health/substance abuse treatment to this project. The CCDOC Director of Programs Lisa Lynde will provide clinical oversight and work with the NHS to oversee the delivery of services, ensuring fidelity and integrity to the model, and analyze goal achievement.

The CCDOC has always provided custody and care for women incarcerated in their facility, for the past several years, they have worked to develop a gender-responsive program for women. Carroll County has taken women from other counties and worked on transition planning for women. We provide a full range of programming for women including gender-responsive curricula. CCDOC existing programs are designed to meet the needs of inmates as they are in the facility and prepare them for release from custody. These services and programs will be extended to state-sentenced females. The program will evaluate and support each woman. This *integrated care treatment approach* commences at the inmate's entry to the CCDOC and ends in aftercare offered post-release in the community. The process begins with having inmates assessed using the Ohio Risk Assessment System – ORAS, TCU Drug Screen and Trauma Screen, and the Addiction Severity Index, PCL-5, a bio-psycho-social evaluation, full case management assessment, and developing a community reintegration plan, based on identified needs from the assessments.

Clinical groups led by masters-level clinicians utilizing a combination of cognitive behavioral interventions along with individual counseling and case management – all reinforced through Motivational Interviewing. There will also be parenting groups and a family education program. We currently have the Parenting from Prison curriculum. We also have an organization called Children Unlimited teaching classes pre-trial, but we could have them do the prison group if it would be helpful. We also have Healthy Families of American in the facility that can do one-on-one parenting with the potential to work with an individual for one year post-release.

As mentioned, this model builds upon NHS's experience ensuring coordination and collaboration of care. All inmates are provided educational services and job readiness, and referral the New Hampshire Works and other employment support services post-release. We also partner with White Horse Addiction treatment center in Ossipee NH who provides in house peer support groups and transportation to outside treatment centers.

Women will be provided with a gender-specific program that will allow for solid programming in the facility along with an aftercare plan for each inmate. They will receive both individual and group treatment services as well as crisis intervention services provided by either the Director of Programs or the NHS clinician. Specialized programming includes:

- Seeking Safety, a trauma-based cognitive behavior curriculum addressing co-occurring disorders
- Helping Women Recover, a gender-based trauma-informed, substance use curricula
- Thinking for a Change, a nationally recognized cognitive behavior intervention curriculum offered through the National Institute of Corrections
- Anger Management- an evidenced based cognitive behavioral curricula developed by the Substance Abuse and Mental Health Administration
- Interactive Journaling- evidence-based cognitive behavioral curricula addressing criminogenic thinking/behavior
- Prime for Life – an evidence-based curricula addressing high-risk choices and substance abuse.
- SMART- Recovery – Self-Management and Recovery Training
- Employment readiness programs
- Education Services

The staff has been trained in all the above curricula, as well as training in the following areas, and are ready and able to assume the addition of state-sentenced females:

- Trauma
- Overview of the NIC Transition from Jail to Community project
- Overview of evidence-based practices
- Review of programming and services

As the women may be there for an extended period the Director of Programs and the consultant from Alternative Solutions associates will design a curriculum that allows for a full two years of the program as a step model with inmates having a transitional component as they near release. Through the Director of Programs and the clinician, the county has staff on board to support crises intervention and individual counseling, as both are licensed to provide mental health and substance abuse treatment/intervention.

The medical department has nursing staff in the facility seven days per week on the first and second shifts. The medical provider is on call 24 hours per day, seven days per week. These services are provided by the Prime Care Medical Services, which is a company that provides medical services to 85 correctional facilities from New Hampshire to West Virginia. Then inmate population has full access to a certified Medical Doctor or Licensed P.A. twice per week along with Medicated Assisted Treatment (MAT) daily.

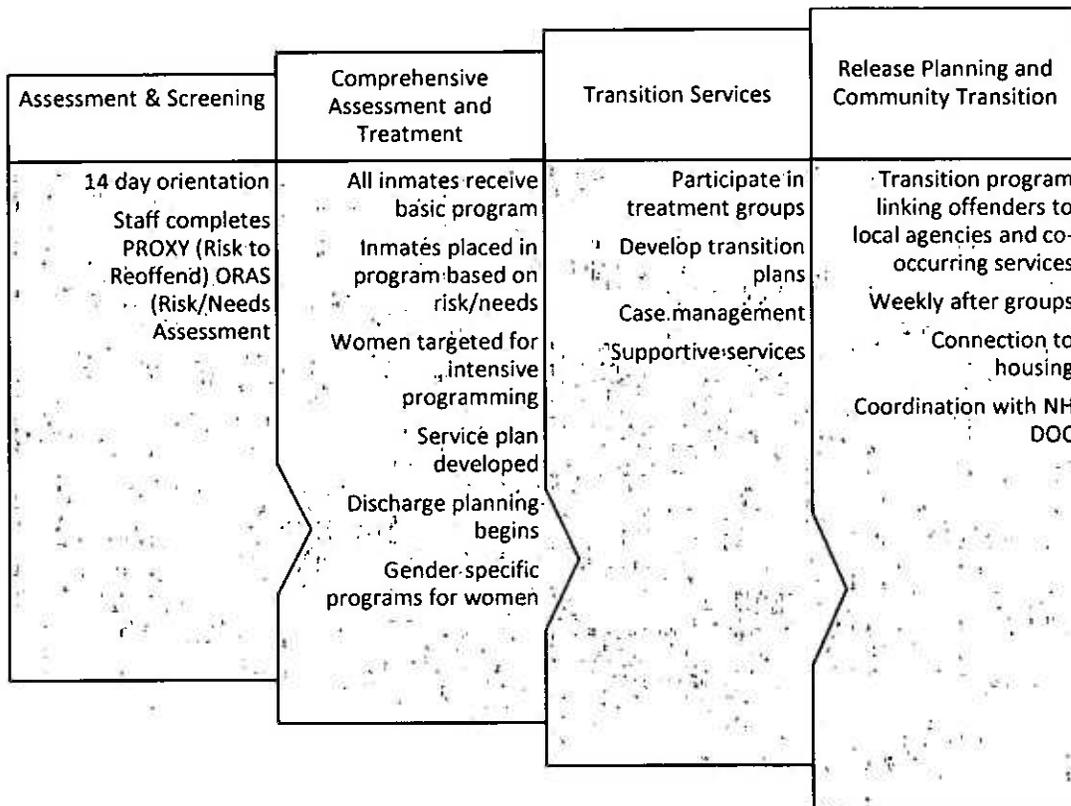
The New Hampshire Correction Facility for Women, located in Concord, NH is nearby - approximately an hour away from the CCDOC, which will allow for relatively quick transfer of the women. CCDOC has beds available to accept up to twelve state-sentenced females.

CCDOC is uniquely able to provide an environment that is conducive to the safety and support of female inmates coming from the NHDOC; staff has been trained on a gender-based model, and correctional staff understands trauma and the needs of the female offender. Most importantly the CCDOC understand the philosophy of the NHDOC and national best practice for providing a gender-based treatment model and a supportive living environment that will allow for the women to live in a safe and secure facility. CCDOC also has the capability providing for a standalone treatment unit that will allow for both clinical staff, nursing, and correctional staff to work as a team to support the unique needs of a female offender population.

The CCDOC has worked with Alternative Solutions Associates, Inc., a nationally known consulting firm, to develop an evidence-based gender-specific program model that has been recognized by The Council of State Governments Justice Center as a solid evidence-based model.

Transitional services for individuals leaving CCDOC are an important component of the reentry continuum. The transition team assists individuals returning to the community by coordinating all services needed at the point of reentry. A navigator ensures that they apply for and receive health care coverage at the time of release. The staff, though their work with Integrated Delivery Network (IDN), have developed a full system of support for behavioral health issues, as well as wrap-around services that will allow for successful reentry into the community. NHDOC females would be allowed to participate in aftercare groups post-release. This would be planned in coordination with the NHDOC and the probation and parole division. For the state-sentenced females with home residences in other counties, the CCDOC would develop and coordinate a release plan to those communities. CCDOC feels that over the past three years they have built a

solid framework to allow for gender-specific services for women that will allow for a strong working relationship between the CCDOC and the NHDOC, ensuring the female inmates are provided with the best opportunities for success moving forward. The following graphic outlines the phases of the integrated care treatment approach.



Within the aftercare treatment, groups will initially focus on relapse prevention and enhancing and generalizing the use of coping skills. Clients will continue to utilize the Helping Women Recover curricula at transition, as well as the problem-solving portion of Thinking for a Change. Clinical groups led by Masters-level clinicians are specifically designed to address the application of coping skills to the stresses of a successful transition. CCDOC will partner with New Hampshire Works One-Stop Career Center for clients providing job readiness. The post-release program will allow for up to one year of participation of post-release services as a condition or probation. Successful reintegration depends upon these linkages to affordable and

supportive housing for those at risk for homelessness and other supportive services. CCDOC has established partnerships with local housing agencies and homeless services and prioritizes assisting offenders in finding suitable, sober housing. One such agency, Mount Washington Supports Recovery operates Endeavor House, a transitional house and support services for clients reentering the community and White Horse Addiction Treatment Center.

In New Hampshire, there is often a gap between leaving jail and obtaining health insurance. The case manager will work with the CCDOC team and navigators will assist the client, to provide a seamless process as they reentry the community. A team meeting will be scheduled a month before the client's discharge to finalize the transition plan. It provides all the essential tools needed to aid in the treatment planning and management of offenders. Progress can be tracked, and modulation of the intensity and frequency of services can occur for those returning to Carroll county and those moving home. The CCDOC staff will work with the NHDOC to develop aftercare plans in their home communities. Ensuring a seamless transition to post-release aftercare is critical to success and will be coordinated with the NHDOC staff, as well as NH Probation and Parole to allow for an effective transition back to their home community. The CCDOC will provide for access to aftercare services for all DOC women who will reside in the county and also coordinate efforts with inmates from other counties initially through the NHDOC to develop their transition plan and whenever possible provide referrals to services in their home communities.

The present programs offered by CCDOC include regular on-going groups and services occurring throughout the day (see attached dally program schedule). CCDOC can start services for NHDOC state-sentenced females upon award, as soon as a contract has been approved for the program. All services that are required are readily available now for the state-sentenced females. The CCDOC currently has the following staffing pattern for programs and services:

- 1 half- time clinician (Monday, Wednesday, Friday)
-
- 1 Director of Programs, who also facilitates groups and provides crises intervention
- A case manager, who provides in-jail case management and transitional services
- Nursing staff, providing 2 full shifts of coverage for inmate care

- A medical service provider for all medical services and are on-call 24/7

The Carroll County Department of Correction shall provide the following services for all NHDOC women, following CCDOC policies and procedure and in compliance with NHDOC. **Access to Commissary** each NHDOC inmate will have access to the CCDOC commissary process. CCDOC shall manage the NHDOC persons' control accounts while they are at the CCDOC.

Medical and Dental Care Services: NHDOC state-sentenced females shall have access to and be provided with medical and dental care in accordance with the procedures of CCDOC.

Medical or dental services that cannot be provided within the CCDOC facility shall be the financial responsibility of the NHDOC. The NHDOC shall not pay health care facilities and hospitals more than 110 percent (%) of the Medicare allowable rate for inpatient, outpatient, or emergency room care provided for prisoners in State and County correctional facilities.

Healthcare facilities mean ambulatory and specialty medical service centers licensed under RSA 151, and shall include but not be limited to surgical, rehabilitation, long term care clinics. As noted earlier, the CCDOC has a contractor medical provider and has two shifts of nursing staff on board, at present, there are four full-time nurses and several per diem to fulfill these requirements.

Emergency Medical/Life-Threatening Services: CCDOC shall notify the NHDOC, Division Director, Medical and Forensic Services, or designee, of all emergency medical/life-threatening services to be provided. Services shall occur at a hospital with which the NHDOC has an established contractor with a medical facility already under contract by CCDOC. The notification and preapproval process shall be established with the NHDOC and CCDOC.

Subsequent follow up medical care shall be preapproved by the NHDOC, Division Director, Medical and Forensic Services, or designee, or designee. CCDOC shall provide transportation when emergency medical/life-threatening services are needed. CCDOC shall forward copies of all medical records (information) of the person's under Departmental control pertaining to any and all emergency medical service, and any subsequent follow-up care services to the NHDOC, Division Director, Medical and Forensic Services, or designee.

Non-Emergency/Non-Life-Threatening Services: All non-emergency/non-life-threatening scheduled medical care shall be preapproved by the NH DOC, Division Director, Medical and

Forensic Services, or designee. The preapproval process shall be established with the NH DOC and CCDOC. CCDOC shall forward copies of all medical records (information) pertaining to a person under Departmental control non-emergency/non-life-threatening medical care services and any subsequent follow-up care services to the NHDOC Division Director, Medical and Forensic Services, or designee. CCDOC shall provide transportation when non-emergency/non-life-threatening medical services are needed. CCDOC shall provide transportation when non-emergency/non-life-threatening medical care is provided by the Contractor's contracted hospitals/medical providers.

Dental Care Services: All routine and emergency dental care shall be the responsibility of the NHDOC to be performed on-site at the NH Correctional Facility for Women and/or NH State Prison for Men, Concord, NH. CCDOC will follow the policies of the NHDOC and will ensure compliance prior to implementation.

Mental Health Services: The CCDOC has a contracted licensed mental health counselor on duty three days per week who provides regular checks and crisis intervention services for both men and women. CCDOC Director of Programs has a Master of Education degree in Counseling Psychology. The Director of Programs and the clinician have over 15 years of experience providing these services.

The clinician, program director and the case manager have been trained on trauma-informed classes including seeking safety and helping women recover, also, all security staff have been trained in

- Trauma
- Overview of the NIC Transition from Jail to Community project
- Overview of evidence-based practices
- Review of programming and services

Prison Rape Elimination Act (PREA)

CCDOC became PREA compliant/certified in December of year.2022 (see attached compliance report).

Carroll County Board of Commissioners
Meeting Minutes
April 25 2024

Members Present: Chairman Terry McCarthy, Vice-Chairman Chuck McGee, Clerk Bill Nelson(remote)
Others Present: Executive Coordinator Mellisa Seamans; Avae Traina, Kevin Christenson (Siemens), CFO Bonnie Batchelder-Edson, CCHOC Superintendent Sean Eldridge, County Attorney Keith Blair,
Public Present: Fred Cain, Ed Comeau (governmentoversite.com), Dallas Emery, Kevin Houle, Norman Cloutier of Mt Washington Valley Adult Day Center

Pledge of Allegiance
Call to Order
All votes were taken by roll call.

Public Comment

Mr. Cain: Provided written copy of RSA 91-A section stating he has had no response to his request for information. Troubling the Commissioners did not know hay was going out without being paid for. Asked for audit of the department of public works.
Mr. Houle: Eyesore having plastic wrapped bales of hay on County property
Mr. Cloutier: Thanked the Commissioners and County for allocating funding to the Mt Washington Valley Adult Day Center in the 2024 budget.

Approval of Meeting Minutes

MOTION: To approve meeting minutes of April 18 2024 by Comm'r Nelson, 2nd Comm'r McGee, Passed 3-0 on a roll call vote

Recess for Hale's Location Board of Selectmen meeting.
Reconvene

Manifest Approval

MOTION: To approve the manifest totals as read:

Apr 17 2024	Accounts Payable	757,398.35
Apr 19 2024	Payroll	282,851.01
Apr 24 024	Accounts Payable	393,593.33
Apr 26 2024	Payroll	223,554.87

by Comm'r McGee, 2nd Comm'r Nelson. Passed 3-0 on a roll call vote

Primecare Medical Contract – CCHOC Supt Sean Eldridge

Supt. Eldridge presented the 2024-2027 contract for signature. This contract was approved at the November 2, 2023 Commissioners' meeting.

Memorandum of Understanding – Governor Wentworth Regional School District-Supt Eldridge

MOTION: Approve the MOU between Carroll County and Governor Wentworth Regional School District by Comm'r McGee, 2nd Comm'r Nelson. Passed 3-0

Contract – State of NH – Housing of Female Inmates – Supt. Eldridge

The contract resolutions were read aloud and adopted.

MOTION: To move the resolutions as read and approve the contract by Comm'r McGee, 2nd Comm'r Nelson. Passed 3-0 on a roll call

Pitney Bowes Agreement – Mountain View Community

MOTION: To approve the postage meter contract as presented and authorize Seth Coyner to sign by Comm'r McGee, 2nd Comm'r Nelson. Passed 3-0 on a roll call vote.

VOCA Grant – County Attorney Keith Blair

MOTION: To approve the VOCA grant application by Comm'r McGee, 2nd Comm'r Nelson. Passed 3-0 on a roll call vote

MOTION: Chairman McCarthy is authorized to sign on behalf of the board by Comm'r McGee, 2nd Comm'r Nelson. Passed 3-0 on a roll call vote.

Municipal Records Committee

Coord. Seamans explained that, under RSA 33-A, the County is required to have a municipal records committee. Staff has spent about three years sorting, scanning and organizing decades' worth of County records. Department heads were asked to recommend committee members. CFO Batchelder suggests that the department heads take the training and become familiar with the law then can delegate the retention responsibility to their staff. She further noted that the State Municipal Records Board meets every two years so the County committee should not need to meet more than once a year. These meetings will be posted and open to the public. Mr. Emery asked how the public will know non-public minutes have been reviewed and released. Chmn. McCarthy said the votes to release have to be done in public. The retention policy is based on State law but federal grant agencies often have more stringent recordkeeping requirements. The Committee will decide their meeting schedule. Chmn. McCarthy suggests training be mandatory. Comm'r McGee said the importance of following the policy should be stressed at the first meeting.

MOTION: To approve the appointment of the Records Committee:

Commissioners Office	Melissa Seamans
Finance	Bonnie Batchelder-Edson
Jail	Brian King
Mountain View	April Carpenter
Sheriff/Dispatch	Michael Santuccio
County Attorney	Keith Blair
Register of Deeds	Lisa Scott
Information Technology	Bobbi O'Rourke

by Comm'r McGee, 2nd Comm'r Nelson. Passed 3-0 by roll call.

Mr. Cain suggested the Facilities and the Public Work Departments should be represented on the committee. Chmn. McCarthy agreed.

Annex Project Update – Avae Traina, Brian Rancourt and Kevin Christenson of Siemens

- Comm'r Nelson asked if someone got access to the attic can they crawl through the ceiling in the building. Mr. Christenson responded they would not be able to do that because the ceiling is like a concrete floor with not access in or out.
- Asbestos abatement, parking lot and landscaping is not included in the cost proposal.
- There is no additional contingency built into the project cost. Mr. Rancourt said this is a no change order project and Siemens carries the risk.
- Project funding is about \$133,000 short but further grants are being pursued.

Mr. Emery suggests that the asbestos abatement estimate is low given that the estimate on the old courthouse was \$400,000. Chmn. McCarthy said the courthouse abatement also includes lead paint.

MOTION: To accept the Siemens proposal of \$8,283,068 and move it to the Delegation for approval by Comm'r Nelson, 2nd Chmn. McCarthy. Passed 2-1 on a roll call vote with Comm'r McGee opposed.

MOTION: To authorize the Chairman to send a letter to the Delegation Chair informing him of this vote and requesting a meeting as soon as possible by Comm'r McGee, 2nd Comm'r Nelson. Passed 3-0 on a roll call vote.

Conflict of Interest Policy

MOTION: To approve the Conflict of Interest Policy by Comm'r McGee, 2nd Comm'r Nelson. Passed 3-0 on a roll call vote.

Procurement Policy

MOTION: To approve the Procurement Policy by Comm'r McGee, 2nd Comm'r Nelson. Passed 3-0 on a roll call vote.

Each department head needs to use their discretion but the sole sourcing section gives them the ability to use known vendors due to vendor pricing and/or technical abilities. Advertisement and length of request for bid period is project dependent.

Hay Policy and Procedures

MOTION: To approve the Hay Policy and Procedure by Comm'r McGee; 2nd Comm'r Nelson. Passed 3-0 on a roll call vote.

CFO Batchelder: The hay will be advertised through website, newspaper advertisement. In a normal year Carroll County residents and employees can sign up starting April 1 and non-residents May. Once hay is cut an inventory will be taken and the finance office will fill hay orders. Customers will pay at the finance office and take the receipt to DPW to pick up hay. There will be no storage in the barn, external only. There is a clause on the order form that we are no longer responsible for the hay once it's paid for and labeled with customer name. There are a few elderly customers without means to pick up the hay and have received delivery in the past.

Mr. Emery disagreed with check or money order only. The County should accept cash. Mr. Houle is concerned about discrimination.

Rules of Procedure

Held for review to be considered at a future meeting

Financial Statements and 2023 Audit

MOTION: To accept the 1st quarter financial statements and make available for public release by Comm'r Nelson, 2nd Comm'r McGee. Passed 3-0 on a roll vote.

The 2023 draft audit is expected to be received very soon.

Non-Public Session 11:34 a.m. – 12:33 p.m.

MOTION: To enter into non-public session in accordance with NH RSA 91-A:3, II (a) and (c) by Comm'r McGee, 2nd Comm'r Nelson. Passed 3-0 on a roll call vote

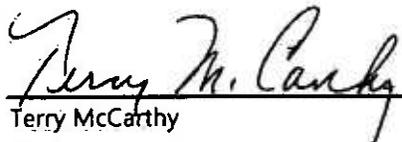
A motion to exit non-public and seal the minutes of all sessions passed 3-0 on a roll call vote.

Other

In response to Mr. Cain's requests for information, Chmn. McCarthy read a statement provided by counsel, "Any questions or asks for information, since there is pending litigation, we will address all requests through your attorney and the discovery process."

Adjourned.

Date Approved: 5/1/24

		
Terry McCarthy Chairman	Chuck McGee Vice-Chairman	Bill Nelson Clerk