



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  
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HELEN E. HANKS  
 COMMISSIONER

PAUL D. RAYMOND, JR.  
 ASSISTANT COMMISSIONER

100

June 11, 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 **Sole Source** contract with OD Security North America, LLC. (ODSNA) (VC #274370), 416 Island Park Drive, Daniel Island, SC 29492, in the amount of \$214,350.00 to warranty seven (7) full body security scanners effective upon Governor and Executive Council approval through June 30, 2027. 100% General Funds.

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

<b>OD Security North America, LLC.</b>					
<b>Account</b>	<b>Description</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>Total</b>
02-46-46-463510-33720000-024-500225	NH State Prison for Men	\$ 30,650.00	\$ 30,650.00	\$ 30,650.00	\$ 91,950.00
02-46-46-463510-33730000-024-500225	Northern NH Correctional Facility	\$ 20,400.00	\$ 20,400.00	\$ 20,400.00	\$ 61,200.00
02-46-46-463510-33740000-024-500225	NH Correctional Facility for Women	\$ 20,400.00	\$ 20,400.00	\$ 20,400.00	\$ 61,200.00
<b>Total Contract Amount</b>		<b>\$71,450.00</b>	<b>\$71,450.00</b>	<b>\$71,450.00</b>	<b>\$214,350.00</b>

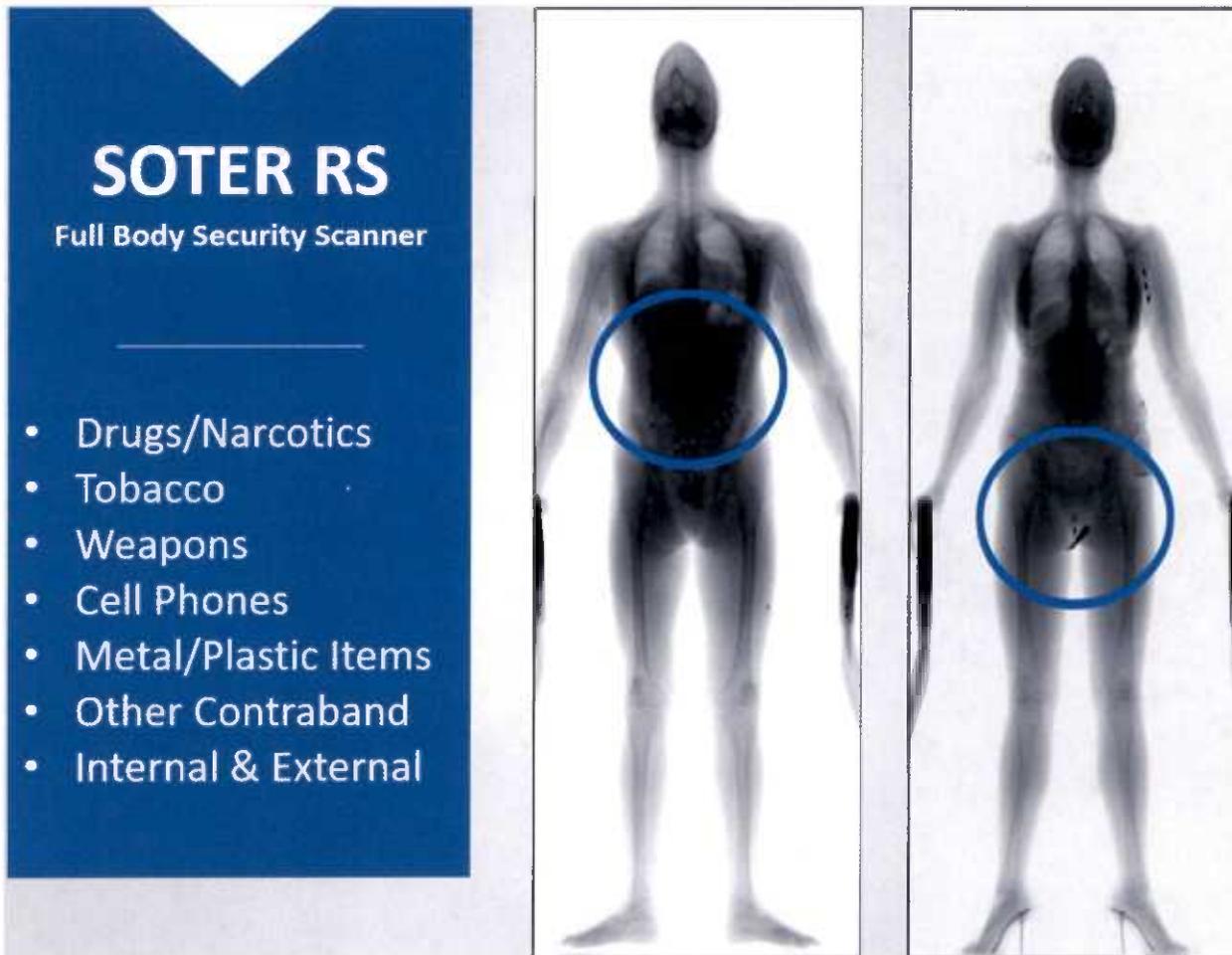
**EXPLANATION**

The NHDOC is requesting a **Sole Source** contract with ODSNA for the provision of warranty services for seven (7) SOTER RS Full Body Security Scanning Systems, manufactured exclusively by ODSNA that were purchased and installed at each facility in 2018 to add another resource to combat the threat of illegal contraband attempted to be introduced into NHDOC's correctional facilities.

The SOTER RS Full Body Security Scanning System offers another tool using a modern and efficient detection system to look for contraband using a thorough scanning process that takes approximately ten (10) seconds to complete, a touch screen technology that provides greater image manipulation and transmission image technology to balance the greatest possible detection with the least invasive imagery

using a three-tiered image system. This system continues to be fully compliant to all the U.S. regulations and standards. These systems detect metal, plastic, inorganic and organic contraband hidden externally or internally.

Sample of images it produces:



ODSNA is the only company able to provide proprietorial hardware and software support to the existing body scanners we own and to offer extended warranty coverage. ODSNA is the exclusive original equipment manufacturer for this product in the United States.

Respectfully Submitted,

Helen E. Hanks  
Commissioner

**FORM NUMBER P-37 (version 2/23/2023)**

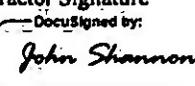
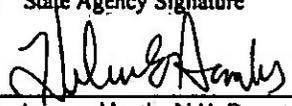
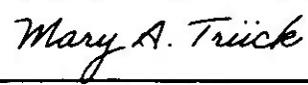
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Corrections		<b>1.2 State Agency Address</b> P.O. Box 1806 64 South St. Concord, NH 03302	
<b>1.3 Contractor Name</b> OD Security North America, LLC (VC #274370)		<b>1.4 Contractor Address</b> 416 Island Park Drive Daniel Island, SC 29492	
<b>1.5 Contractor Phone Number</b> (979) 777-1331	<b>1.6 Account Unit and Class</b> See Exhibit C - Payment Method	<b>1.7 Completion Date</b> June 30, 2027	<b>1.8 Price Limitation</b> \$214,350.00
<b>1.9 Contracting Officer for State Agency</b> Paul D. Raymond, Assistant Commissioner		<b>1.10 State Agency Telephone Number</b> (603) 271-5603	
<b>1.11 Contractor Signature</b> DocuSigned by:  Date: 6/11/2024		<b>1.12 Name and Title of Contractor Signatory</b> John Shannon, President	
<b>1.13 State Agency Signature</b>  Date: 6/11/2024		<b>1.14 Name and Title of State Agency Signatory</b> Helen E. Hanks, Commissioner	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: N/A Director, On: N/A			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  On: 6/11/24			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b> G&C Item number: G&C Meeting Date: 6/12/2024			

**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.

Contractor Initials <sup>DS</sup> 95  
Date 6/17/2024

**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.

**WARRANTY SERVICE AGREEMENT  
OD SECURITY NORTH AMERICA, LLC  
416 Island Park Drive  
Daniel Island, SC 29492**

This Agreement is between the State of New Hampshire, acting by and through the STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS ("State", "NHDOC" or "Department"), and OD Security North America, LLC. ("Contractor" or "ODSNA") (VC #274370), 416 Island Park Drive, Daniel Island, SC 29492.

WHEREAS, the State and the Contractor have agreed for the Contractor to provide and extend the pro-rata warranty for seven (7) full body security scanners for three (3) NHDOC facilities.

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

**EXHIBIT A**

**SPECIAL PROVISIONS**

There are no special provisions of this contract.

**EXHIBIT B**

**SCOPE OF SERVICES**

The following is a description of the pro-rata warranty for OD Security North America, LLC. full body security scanners.

**1. PURPOSE**

The purpose of this Warranty Service Agreement for the NHDOC is to provide a pro-rata warranty on seven (7) full body security scanners at the NHDOC correctional facilities, as identified in the EXHIBIT B, SCOPE OF SERVICES, Section 3, Service Locations for the NHDOC to augment security by reducing contraband entering the correctional facilities.

**2. TERMS OF CONTRACT**

The term of the contract(s) will be for three (3) years from the date of approval and is anticipated to be effective upon Governor and Executive Council (G&C) approval through June 30, 2027.

**3. SERVICE LOCATIONS**

Warranty Service Agreement shall be performed at the following NHDOC locations below.

<b>NH Correctional Facilities</b>		
Northern Correctional Facility (NCF)	138 East Milan Road	Berlin, NH 03570
NH State Prison for Men (NHSP-M)	281 North State Street	Concord, NH 03301
NH Correctional Facility for Women (NHCF-W)	42 Perimeter Road	Concord, NH 03301

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

- 3.1 Locations may be added and/or deleted at the discretion of the NHDOC and upon mutual agreement of the Commissioner of the NHDOC and the Contractor.
- 3.2 In the event that the NHDOC wishes to add or remove facilities at which the Contractor is to provide services, it shall:
  - 3.2.1 Give Contractor fourteen (14) days written notice of the proposed change; and
  - 3.2.2 Secure Contractor's written agreement to the proposed changes.
- 3.3 Notwithstanding the foregoing, or any provision of this Warranty Service Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Warranty Service Agreement.

**4. CURRENT RESIDENT POPULATION AS OF 6/04/2024**

NH Department of Corrections Current Population		
Northern NH Correctional Facility (NCF)	Berlin, NH 03570	542
NH State Prison for Men (NHSP-M)	Concord, NH 03301	1,060
NH Correctional Facility for Women (NHCF-W)	Concord, NH 03301	109

**5. TOTAL ADMISSIONS BY GENDER FOR THE LAST TWELVE (12) MONTHS**

NH Department of Corrections Current Population by Gender	
Gender	Admissions
Men	1,602
Women	109

**6. WARRANTY PROVISIONS**

- 6.1 **Warranty:** Contractor warrants only to the NHDOC for a period of three (3) years from the date of the new warranty term that the equipment manufactured by it shall be free from defects in material and workmanship under normal use and service and fit for the ordinary use of which designed if operated by a trained and competent operator and properly serviced and maintained. Contractor's obligation under this warranty is limited to correction, without charge for parts or labor, of any defect, which is reported to Contractor during the warranty period, and which the Contractor determines in the exercise of reasonable judgment impairs the ordinary use of the equipment. Contractor's warranties and its obligation hereunder shall terminate without notice to the NHDOC if equipment is subjected to misuse or alteration or is repaired by other than a Contractor representative which, within Contractor's judgement alone, shall result in an adverse effect, including effects upon performance or reliability, upon the equipment.
  - 6.1.1 Contractor shall provide the proprietary hardware and software support on the systems.
- 6.2 **Warranty Service:** Warranty service shall only apply to replacement of warranty parts. When the NHDOC calls for warranty service prior to twelve o'clock noon (12:00 pm), Contractor will attempt to reply to such service requests within the normal workday. No charges shall be made to the NHDOC for completion of such work. Should the NHDOC call after normal working hours and such work is not possible to complete within the normal working hours, then such service will be rendered the following day.
- 6.3 **Contractor Tools and Equipment:** The Contractor must furnish the required tools and equipment inclusive of computer hardware necessary to provide the requested services of the contract. Any tools, containers and vehicles the Contractor needs to provide the required services must be inventoried before entering and

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leaving the facility and are subject to search by the NHDOC security staff at any and all times while on the NHDOC facility grounds.

## 7. GENERAL SERVICE PROVISIONS

- 7.1 Rules and Regulations: The Contractor shall agree to comply with all rules and regulations of the NHDOC. The Contractor shall adhere to the NHDOC Administrative Rules of Conduct and Confidentiality of Information policies.
- 7.2 Additional Facilities: Upon agreement of both parties, additional facilities belonging or associated to the NHDOC may be added to the contract.
- 7.3 Contractor Employee Information: The Contractor shall be responsible for obtaining a criminal background check to include fingerprinting on all potential employees assigned by the Contractor to provide services to the NHDOC. The NHDOC will notify the Contractor regarding procedures to obtain background checks and fingerprinting. The Contractor and/or sub-contractor employee hiring status shall be contingent upon receipt of a background check and fingerprinting report(s) from the NH Department of Safety and procedural review of said reports by the NHDOC.
- 7.3.1 The NHDOC reserves the right to conduct a procedural review of all criminal background checks and fingerprinting reports of all potential Contractor and/or sub-contractor employees to determine eligibility status.
- 7.3.2 The NHDOC will notify the Contractor of any potential Contractor and/or sub-contractor employee who does not comply with the criteria identified in paragraph 7.3.3, below.
- 7.3.3 In addition, the Contractor and/or sub-contractor shall not be able to hire employees meeting the following criteria:
- Individuals convicted of a felony shall not be permitted to provide services;
  - Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
  - Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Commissioner, or designee, of the NHDOC.
  - Individuals with restriction on out-of-state and/or State of NH professional licenses and/or certifications;
  - Individuals whose professional licenses and/or certification have been revoked and reinstated from other states and/or the State of NH;
  - Individual on the National Offender Database;
  - Individuals with a history of drug diversion;
  - Individuals who were former State of NH employees and/or former contract employees that were dismissed for cause;
  - Individuals previously employed with the NHDOC without prior approval of the NHDOC; and
  - Relatives of currently incarcerated felons may not be permitted to provide services without prior approval by the NHDOC.
- 7.4 Licenses, Credentials and Certificates: The Contractor shall ensure NH State licensed professionals provide the services required. The Contractor and its staff shall possess the credentials, licenses and/or certificates required by law and regulations to provide such services.
- 7.5 Admittance: The NHDOC may, at its sole discretion, remove from or refuse admittance to any NHDOC facility any person providing services under a contract without incurring penalty or cost for exercising this right. The Contractor shall be responsible for assuring that the services that the person(s) so removed or denied access are delivered.

- 7.6 **Change of Ownership:** In the event that the Contractor should change ownership for any reason whatsoever, the NHDOC shall have the option of continuing under the contract with the Contractor or its successors or assigns for the full remaining term of the contract, continuing under the contract with the Contractor or its successors, assigns for such period of time as determined necessary by the NHDOC, or terminating the contract.
- 7.6.1 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.
- 7.6.2 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, or designee, of the NHDOC actually received notice of this change.
- 7.6.3 Changes of the named liaison by the Contractor must be made in writing and forwarded to: NH Department of Corrections, Commissioner, or designee, P.O. Box 1806, Concord, NH 03302.
- 7.7 **Contractor Designated Liaison:** The Contractor shall designate a representative to act as a liaison between the Contractor and the NHDOC 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 & fax number, of its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the contract.
- 7.8 **Contractor Liaison's Responsibilities:** The Contractor warranties and its obligations, hereunder, shall terminate without notice to the NHDOC unless the NHDOC or user; (i) maintains the site and environment (including temperature and humidity controls), incoming power quality and fire protection in a condition suitable for operation of the equipment; (ii) notifies the Contractor as soon as any unusual operating peculiarity appears; (iii) operates the equipment in a safe and competent manner in strict compliance with established safety operating procedures; (iv) regularly and properly services and maintains the parts/equipment. It is the responsibility of the NHDOC to verify upon delivery and installation of the parts/equipment its specifications and affirm the equipment received, installed and put to use is as stated in the quote/proposal.
- 7.8.1 Representing the Contractor on all matters pertaining to the Warranty Service Agreement;
- 7.8.2 Representative shall be authorized and empowered to represent the Contractor regarding all aspects of the contract and any renewals thereof;
- 7.8.3 Monitoring contract compliance with the terms of the contract and any renewals thereof;
- 7.8.4 Receiving and responding to all inquiries and requests made by the NHDOC in the time frames and format specified by the NHDOC in this contract and any renewals thereof; and
- 7.8.5 Meeting with representatives of the NHDOC on a periodic or as needed basis to resolve issues which may arise.
- 7.9 **The NHDOC Contract Liaison:** The Warden, or designee, shall contact Contractor when service is needed.
- 7.10 **The NHDOC Contract Liaison Responsibilities:** The Warden of each facility, or designee, shall act as liaison between the Contractor and the NHDOC for the duration of the contract and/or 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 Contractor with written notice of such change. The NHDOC representative shall be responsible for:
- 7.10.1 Representing the NHDOC on all matters pertaining to the contract and any renewals thereof. The representative shall be authorized and empowered to represent the NHDOC regarding all aspects of the contract subject to the NH Governor and Executive Council approval, where needed;

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- 7.10.2 Monitoring compliance with the terms of the contract and any renewals thereof;
  - 7.10.3 Responding to all inquiries and requests related to the contract made by the Contractor, under the terms and in the timeframes specified by the contract and any renewals thereof;
  - 7.10.4 Meeting with the Contractor's representative on a periodic, or as needed basis, and to resolve issues which may arise; and
  - 7.10.5 Informing the Contractor of any discretionary action taken by the NHDOC pursuant to the provisions of the contract and any renewals thereof.
- 7.11 **Reporting Requirements:** It is the intent of the NHDOC to work with the Contractor so that the Contractor can provide any reporting requirements that meet the needs of the NHDOC. The Contractor shall provide any and all reports as requested on an as needed basis according to a schedule and format to be determined by the NHDOC including but not limited to:
- Number of x-ray scans conducted per scanner;
  - Number of x-ray scans by person as by date range and by month;
  - Number of x-ray images identified as suspect of contraband; and
  - Reports and/or information requests shall be sent to the Warden at each facility, or designee(s), P.O. Box 1806, Concord, NH 03302.
- 7.12 **Performance Evaluation:** 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 for the life of the warranty and any renewals thereof.
- 7.12.1 The Warden, or designee, at a minimum of twice a year will assess the performance of the product relative to the Contractor's compliance with the contract as set forth in the approved contract. Examples of performance include but not limited to:
- Time between identified need for repair and actual repair;
  - Response time by the Contractor to the NHDOC facility when an issue has been identified that cannot be resolved via twenty-four/seven (24/7) toll free support and/or twenty-four/seven (24/7) on-line support; and
  - Adherence to the NHDOC Policies, Procedures and Directives and Administrative Rules.
- 7.12.2 Request additional reports the NHDOC deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the contract.
- 7.12.3 Review reports submitted by the Contractor. The NHDOC shall determine the acceptability of the reports. If they are not deemed acceptable, the NHDOC shall notify the Contractor and explain the deficiencies.
- 7.12.4 Give the Contractor prior notice of any on-site visit requested by the NHDOC or its agents to conduct an audit review of any records pertaining to the contract and any renewals thereof.
- 7.13 **Performance Measures:** The NHDOC shall at its sole discretion:
- 7.13.1 Inform the Contractor of any dissatisfaction with the Contractor's performance and/or product performance and include requirements for corrective action.
- 7.13.2 Terminate the contract if the NHDOC determines that the Contractor is:
- Not in compliance with the Terms and Conditions and Scope of Services of the contract and any renewals thereof;
  - Has lost or has been notified of intention to lose their certifications/licensures/permits; and
  - Terminate the contract and/or renewals thereof as otherwise permitted by law.

## **8. BANKRUPTCY OR INSOLVENCY PROCEEDING NOTIFICATION**

- 8.1 Upon filing for any bankruptcy or insolvency proceeding by or against Contractor, whether

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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.

8.2 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.

**9. EMBODIMENT OF CONTRACT**

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.

**10. CANCELLATION OF CONTRACT**

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. Should the NHDOC exercise its right to cancel the contract, the cancellation shall become effective on the date specified in the Notice of Cancellation sent to the Contractor.

10.1 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.

10.2 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.

**11. AUDIT REQUIREMENTS**

The 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.

**12. 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 NHDOC.

**13. ADDITIONAL ITEMS/LOCATIONS**

13.1 In performing its obligations under the contract, the Contractor may gain access to information of the residents/visitors including confidential information. The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the contract, except as is directly connected to and necessary for the Contractor's performance under the contract.

13.2 Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction, and all information of the residents/visitors 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 residents/visitors information, the Contractor shall immediately notify the NHDOC.

- 13.3.1 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.
- 13.4 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 the 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**

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.

- 14.1 The NHDOC 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 to the Contractor's management, supervisory, or key professional personnel, who directly impact the deliverables to be provided under the contract.
- 14.2 If a sub-contractor(s) is/are to be used for any portion of the services provided under the warranty, prior approval from the NHDOC shall be required. Notification to the NHDOC shall include the name of the sub-contractor, brief company profile and a description of the services/functions being sub-contracted. Said sub-contractor shall meet all requirements described in the contract and shall require G&C approval.

#### **15. PUBLIC RECORDS**

NH RSA 91-A guarantees access to public records and may be subject to public disclosure <https://www.gencourt.state.nh.us/rsa/html/V1/91-A/91-A-mrg.htm>. In addition, in accordance with RSA 9-F-1, <https://www.gencourt.state.nh.us/rsa/html/I/9-F/9-F-1.htm>, contracts entered into with the State will be made accessible to the public online via the website: Transparent NH <http://www.nh.gov/transparentnh/>. Accordingly, business financial information and proprietary formulas information such as trade secrets, business and financial models and forecasts and proprietary formulas may be exempt from public disclosure under, RSA 91-A:4, IV, <https://www.gencourt.state.nh.us/rsa/html/V1/91-A/91-A-5.htm>. If the Contractor believes that any information submitted should be kept confidential as financial or proprietary information, the Contractor must specifically identify that information in a letter to the State Agency and mark the information within the contract as such. Failure to comply with this section may be grounds for the complete disclosure of all submitted material not in compliance with this section.

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

Generally, the contract shall become public information upon the approval of Governor and Executive Council, as determined by the State, including but not limited to, RSA Chapter 91-A, Right to Know Law. The State will endeavor to maintain the confidentiality of portions of the contract that are clearly and properly marked confidential. If a request is made to the State to view portions of the contract that the Contractor has properly and clearly marked confidential, the State will notify the Contractor of the request and of the date and the State plans to release the records. A designation by the Contractor of information it believes exempt does not have the effect of making such information exempt. The State will determine the information it believes

is properly exempted from disclosure. Unless the Contractor obtains a court order, at its sole expense, enjoining the release of the requested information, the State may release the requested information on the date specified in the State's notice without any liability to the Contractor.

## 16. OTHER CONTRACT PROVISIONS

The Contractor shall fully coordinate their activities in the performance of the contract with those of the NHDOC. As the work of Contractor progresses, advice and information on matters covered by the contract shall be made available by Contractor to the NHDOC as requested by the NHDOC throughout the effective period of the contract and any renewals thereof.

### 16.1 Administrative Rules, Policies, Regulations and Policy and Procedures Directives

Contractor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's) to include but not limited to PPD 371 (formerly 5.08): *Staff Personal Property Permitted In and Restricted from Prison Facilities*. Additional information can be located as a separate link: <https://www.corrections.nh.gov/resources/bids-contracts/rfp-resources>.

### 16.2 Protected Health Information (PHI)

Contractor shall safeguard any and all PHI according to the terms of the Health Information Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments.

In performing its obligations under the contract, the Contractor may gain access to information of the patients, including confidential information or Patient Health Information (PHI). The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the contract, except as is directly connected to and necessary for the Contractor's performance under the contract.

The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction, and all information of the patient that becomes available to the Contractor in connection with its performance under the contract. In the event of unauthorized use of or disclosure of the patient's information, the Contractor shall immediately notify the NHDOC. In the event of unauthorized use or disclosure of the residents/visitors information, the Contractor shall immediately notify the NHDOC.

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.

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.

### 16.3 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-

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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: <https://www.corrections.nh.gov/resources/bids-contracts/rfp-resources>.

**16.4 Prison Rape Elimination Act (PREA) 2003**

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

**17. OTHER CONTRACTUAL DOCUMENTS REQUIRED BY THE NHDOC**

Form Number P-37 (version 2/23/2023); Certificate of Good Standing (COGS); Certificate of Authority/Vote (COA/COV); Certificate of Insurance (COI); Administrative Rules, Rules of Conduct, Confidentiality of Information Agreements; Health Insurance Portability and Accountability Act - Business Associate Agreement (HIPAA); and PREA Acknowledgement Form.

**18. NON-EXCLUSIVE CONTRACT**

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing services which relate to the work or Deliverables set forth in the Agreement.

*The remainder of this page is intentionally blank.*

**EXHIBIT C****METHOD OF PAYMENT AND CONTRACT PRICE**

The following is a description of the Method of Payment and Contract Price for OD Security North America LLC. Warranty Service Agreement.

**1. CONTRACT PRICE:**

Shall not exceed Two Hundred and Four Thousand, Seven Hundred, Fifty Dollars and No Cents (\$204,750.00).

<b>OD Security North America, LLC.</b>					
Account	Description	FY 2025	FY 2026	FY 2027	Total
02-46-46-463510-33720000-024-500225	NH State Prison for Men (NHSP-M)	\$29,250.00	\$29,250.00	\$29,250.00	\$ 87,750.00
02-46-46-463510-33730000-024-500225	Northern NH Correctional Facility (NCF)	\$19,500.00	\$19,500.00	\$19,500.00	\$ 58,500.00
02-46-46-463510-33740000-024-500225	NH Correctional Facility for Women (NHCF-W)	\$19,500.00	\$19,500.00	\$19,500.00	\$ 58,500.00
<b>Total Contract Amount</b>		<b>\$68,250.00</b>	<b>\$68,250.00</b>	<b>\$68,250.00</b>	<b>\$204,750.00</b>

**2. ESTIMATED CONTINGENCY BUDGET SCHEDULE:**

Shall not exceed Nine Thousand, Six Hundred Dollars and No Cents (\$9,600.00).

<b>Total Estimated Budget Schedule - Contingency Budget</b>				
Period	FY 2025	FY 2026	FY 2027	Total
	7/1/24-6/30/25	7/1/25-6/30/26	7/1/26-6/30/27	
02-46-46-463510-33720000-024-500225	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 4,200.00
02-46-46-463510-33730000-024-500225	\$ 900.00	\$ 900.00	\$ 900.00	\$ 2,700.00
02-46-46-463510-33740000-024-500225	\$ 900.00	\$ 900.00	\$ 900.00	\$ 2,700.00
<b>Total Per Fiscal Year</b>	<b>\$ 3,200.00</b>	<b>\$ 3,200.00</b>	<b>\$ 3,200.00</b>	<b>\$ 9,600.00</b>

**3. TOTAL ESTIMATED BUDGET SCHEDULE:**

Shall not exceed Two Hundred and Fourteen Thousand, Three Hundred, Fifty Dollars and No Cents (\$214,350.00).

<b>OD Security North America, LLC.</b>				
Description	FY 2025	FY 2026	FY 2027	Total
Contract Price	\$68,250.00	\$68,250.00	\$68,250.00	\$204,750.00
Contingency	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 9,600.00
<b>Total Contract Amount</b>	<b>\$71,450.00</b>	<b>\$71,450.00</b>	<b>\$71,450.00</b>	<b>\$214,350.00</b>

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**4. METHOD OF PAYMENT**

- 4.1 The Contractor, OD Security North America LLC., shall provide itemized annual invoice, commencing after the start of service. The Contractor shall submit to the NHDOC invoices in a timely manner.
- 4.2 Invoice shall be sent to the NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302, or designee, for approval. The "Bill To" address on the invoice shall be NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302.
- 4.3 The NHDOC may adjust the payment amount identified on a Contractor's invoice. The NHDOC shall suspend payment to an invoice if an invoice is not submitted in accordance with the instructions established by the NHDOC.
- 4.4 The NHDOC Bureau of Financial Services may issue payment to the Contractor within **thirty (30) days** of receipt of an approved invoice. Invoices shall contain the following information:

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Invoice date, number and facility;  
Quantity, description of services rendered;  
Dates of said service(s); and  
Itemized service total charge.

- 4.5 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.
- 4.6 The NHDOC will accept invoices in electronic format to expedite payment to: DOC-Financialservices@DOC.nh.Gov.

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

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that OD SECURITY NORTH AMERICA LLC is a Texas Limited Liability Company registered to transact business in New Hampshire on July 14, 2017. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 774823

Certificate Number: 0006659337



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4th day of April A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

**Certificate of Authority # 5**

*(Sole Proprietor)*

**Sole Proprietor Certification of Authority**

I, John Shannon , hereby certify that I am the Sole Proprietor  
*(Name)*  
of OD Security North America, LLC which is a tradename registered with the Secretary of State  
*(Name of Business)*

under RSA 349. I certify that I am the sole owner of my business and of the tradename.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the business. This authority shall remain valid for thirty (30) days from the date of this Corporate Resolution

**DATED:** 6/11/2024      **ATTEST:** John Shannon      President  
*(Name & Title)*



ODSECUR-01

COURTNEYINGEGNERI

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
5/30/2024

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

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

PRODUCER NFP Property & Casualty Services, Inc. 6992 East Broadway Boulevard Tucson, AZ 85710	CONTACT NAME: Patricia Dressler	
	PHONE (A/C, No, Ext): (520) 467-6066 FAX (A/C, No): E-MAIL ADDRESS: Patti.Dressler@protek-insurance.com	
INSURED  OD Security North America, LLC 416 Island Park Drive Daniel Island, SC 29492	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Vantapro Specialty Insurance Company	44768
	INSURER B : Allied World National Assurance Company	10690
	INSURER C : Hartford - Rated Multiple Companies	00914
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR YR/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5025-0341-01	4/14/2024	4/14/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							PROFESSIONAL LI \$ Included
A	AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5025-0341-01	4/14/2024	4/14/2025	COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Included in GL \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE  DED RETENTION \$			5026-0103-01	4/14/2024	4/14/2025	EACH OCCURRENCE \$ 4,000,000
							AGGREGATE \$ 4,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			59WBCAB6SYL	8/17/2023	8/17/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

New Hampshire Department of Corrections  
P.O. Box 1806  
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**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.

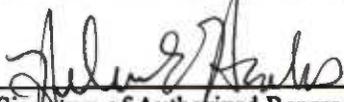
d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA and the Privacy and Security Rule.

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

6/11/2024  
Date

OD Security North America, LLC  
Contractor Name

DocuSigned by:  
  
Contractor Representative Signature

John Shannon  
Authorized Contractor Representative Name

President  
Authorized Contractor Representative Title

6/11/2024  
Date

**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.

John Shannon

Name

DocuSigned by:

John Shannon

Signature 150C78ACE2DA474

6/11/2024

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.

John Shannon  
Name .

DocuSigned by:  
John Shannon  
Signature 150C78ACE2DA474...

6/11/2024  
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.

<u>John Shannon</u> Name	<small>DocuSigned by:</small> <u>John Shannon</u> Signature <small>150C78ACE2DA474...</small>	<u>6/11/2024</u> Date
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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION  
P.O. BOX 1806  
CONCORD, NH 03302-1806  
603-271-5610 FAX: 888-908-6609  
TDD ACCESS: 1-800-735-2964  
www.nh.gov/nhdoc

HELEN E. HANKS  
COMMISSIONER

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

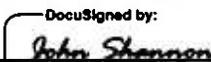
The act aimed to curb prison rape through a "zero-tolerance" policy, as well as through research and information gathering. The NH Department of Corrections has zero tolerance relating to the sexual assault/rape of offenders and recognizes these offenders as crime victims. Due to this recognition and 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): John Shannon Date: 6/11/2024  
(Name of Contract Signatory)

Signature:   
(Signature of Contract Signatory)



Attachment 8  
PPD 379.00

**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 EMPLOYEES<sup>1</sup>**

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

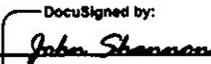
PREA aims to curb prison rape through a "zero tolerance" policy, as well as through research and information gathering. The New Hampshire Department of Corrections (NHDOC) has zero tolerance relating to the sexual assault/rape of residents and recognizes residents who are sexually abused or sexually 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 RSAs 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, RSAs 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: John Shannon Date: 6/11/2024

Signature:  Company/Organization: OD Security North America, LLC

<sup>1</sup> All Departments Other than NH Department of Corrections employees