



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

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HELEN E. HANKS
 COMMISSIONER

 PAUL D. RAYMOND, JR.
 ASSISTANT COMMISSIONER

CTG

April 17, 2025

Her Excellency, Governor Kelly A. Ayotte
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the NH Department of Corrections (NHDOC) to enter into a contract with each vendor listed below for the Transportation of Inmates in a shared amount not to exceed \$406,250.00, with the option to renew for one (1) additional period of up to two (2) years, effective upon Governor and Executive Council approval through June 30, 2028. Payments to the vendors will be made unencumbered as the price limitation is a shared amount between both contracts and no minimum or maximum service volume is guaranteed. 100% General Funds.

Contractor Name	Contractor Address	Contractor Vendor Code
Security Transport Services, Inc.	1643 SW 41st Street, Topeka, KS 66609	528294
US Corrections, LLC. (Prisoner Transport Svc. LLC)	P.O. Box 146, Whites Creek, TN 37189	250719

Funds are available in the following account for FY 2025 and are anticipated to be available in Fiscal Years 2026, 2027 and FY 2028, upon the continued appropriation of funds in the future operating budget with the authority to adjust allocations between fiscal years within the price limitation through the Budget Office, if needed and justified.

Funding for this contract is available in account, NH State Prison for Men: 02-46-46-463510-33720000-242-500787 as follows:

Fiscal Year	Activity/Class/Account	Description	Total Amount
FY 2025	33720000-242-500787	Transportation of Inmates	\$21,383.00
FY 2026	33720000-242-500787	Transportation of Inmates	\$128,289.00
FY 2027	33720000-242-500787	Transportation of Inmates	\$128,289.00
FY 2028	33720000-242-500787	Transportation of Inmates	\$128,289.00
Total			\$406,250.00

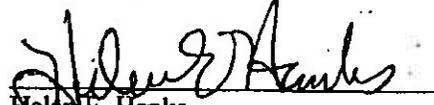
The purpose of this request is to utilize transportation services as needed when it is deemed necessary to transfer inmates pursuant to RSA 21-H:12. The Commissioner may transfer an inmate for a variety of reasons such as best public interest for a high-profile inmate or safety of staff. Due to the sensitive nature of these transfers, utilization of transfer services is needed with little notice as to not draw attention to the transfer. Because of this, it can be

necessary to utilize different vendors to ensure that they will have the capability to provide transfer services with short notice.

To secure qualified professionals, NHDOC published a Request for Proposal (RFP) soliciting vendors who could provide services needed to transport inmates in a professional manner and in accordance with State and Federal law in assuming custody. The RFP was posted on the Department of Administrative Services website and the NHDOC website for two and a half (2.5) weeks and nine (9) potential vendors were notified of the RFP posting. As a result of the publication, two (2) potential vendors responded by submitting a proposal. After the review and evaluation of the proposals and in accordance with RFP terms and conditions, both vendors were selected in the shared amount of \$406,250.00.

This RFP was scored utilizing a consensus methodology by a two (2) person evaluation committee. The evaluation committee consisted of NH Department of Corrections employees: Michelle Edmark, Warden, New Hampshire State Prison for Men and Matthew Stefanczak, Major, New Hampshire State Prison for Men.

Respectfully Submitted,



Helene E. Hanks
Commissioner



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HELEN E. HANKS
COMMISSIONER

LISA M. STONE
DIRECTOR

Bidders List
PRISONER TRANSPORT SERVICES
NHDOC RFP 2025-10

Prisoner Transport Services LLC

PO Box 171078
Nashville TN 37217
615-352-9798
866-388-8488
info@prisonertransport.net or Billing@prisonertransport.net

TransCor America LLC

646 Melrose Ave
Nashville TN 37217
615-251-7008
info@transcor.com

Security Transport Servies

1643 SE Jabara St
Topeka KS 66619
785-267-3030
Customerservice@sts1995.com

Huntsman Transport

Colorado Springs, CO
715-864-9297
admin@huntsman-transport.com

US Marshals Service

William Hart
55 Pleasant St, Room 207
Concord NH 03301
603-225-1632
william.hart2@usdoj.gov

CIS Transport Svc

McKenzie Nailling
mnailling@cispatrol.net
843-996-9096

Redi Transport

920-434-5399
Info@reditransports.com

Prisoner Transport USA

870-939-7081
Prisonertransportusa@gmail.com

US Transport & Extradition

561-285-1015
Info@us-extradition.com



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Commissioner

Lisa M. Stone
Director

Vendors Responded
PRISONER TRANSPORT SERVICES
NHDOC 2025-10

Respondents:

1. US Corrections LLC
Prisoner Transport Services
PO Box 146
Whites Creek TN 37189
2. Security Transport Services
1643 SW 41st Street
Topeka KS 66609
3. Huntsman Transport
6577 Latah Lane
Colorado Springs CO 80911

Non-Compliant No pricing and
exceptions not acceptable for consideration.



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Helon M. Hanks
 Commissioner

Lisa M. Stone
 Director

RFP Scoring Matrix
PRISONER TRANSPORT SERVICES
NHDOC RFP 2025-10

Respondents Name & Address:

- *US Corrections LLC (Prisoner Transport Svc LLC)*
 PO Box 146
 Whites Creek TN 37189
- *Security Transport Services*
 1643 SW 41st Street
 Topeka KS 66609

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 2025-10 RFP Scoring Matrix

<i>Evaluation Criteria</i>	<i>RFP Weight Point Value</i>	<i>US Corrections LLC</i>	<i>Security Transport Services</i>
<i>Technical Proposal</i>			
<i>Executive Summary</i>	15	15	15
<i>Organizational Capability</i>	15	14.5	14.5
<i>Organizational Approach</i>	30	30	30
<i>Cost Proposal</i>	40		
Total	100	59.5	59.5

Contract Award:

1. US Corrections, LLC (Prisoner Transport Service, LLC)
2. Security Transport Services

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RFP Bidder's Evaluation Scoring
PRISONER TRANSPORT SERVICES
NHDOC RFP 2025-10

Rank	Vendor Name	Address	Score
1.	US Corrections, LLC (Prisoner Transport Services LLC)	PO Box 146, Whites Creek TN 37189	59.5
2.	Security Transport Services	1643 SW 41st Street, Topeka KS 66609	59.5
3.			
4.			
5.			

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RFP Bid Evaluation and Summary
PRISONER TRANSPORT SERVICES
NHDOC RFP 2025-10

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 – US Corrections & Security Transport Services.
 - i. Technical Proposal – 59.5 points
 - ii. Cost Proposal – No Score
- 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 NHDOC 2025-10.
 - 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. Michelle Edmark, Warden
- b. Matthew Stefanczak, Major

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BIO
PRISONER TRANSPORT SERVICES
NHDOC RFP 2025-10

Michelle Edmark, Warden, New Hampshire State Prison for Men,

The Warden oversees the security force of the New Hampshire State prison for Men, responsible for the supervision of prison security operations, ensuring public and institutional safety as well as resident Hobby Craft/Recreation programs. The Warden of the NHSP-M also oversees the operations for the Department's Bureau of Classifications and Client Records as it relates to the legal application of our departmental classification system. Michelle Edmark has been with the NHDOC since 1997, beginning her career as a Corrections Officer and working through the security ranks, to Corrections Captain before becoming the Warden of the Northern NH Correctional Facility from 2015-2018. Warden Edmark became the Warden of the New Hampshire State Prison for Men in 2018. Warden Edmark obtained a Bachelor of Science in Criminal Justice in Granite State College in 2013 and a Master of Science in Justice Studies with a minor in Public Administration from Southern New Hampshire University in 2016.

Major Matthew Stefanczak

The Major is serving as the Acting Deputy Warden for the NHSP-M. He began his career with the New Hampshire Department of Corrections in 2007 as a Corrections Officer. Major Stefanczak received a bachelor's degree in criminal justice with a minor in Sociology from Worcester State University. In his current role, he directs and supervises uniform and non-uniform staff under the Security Section of the Division and delegates supervisory responsibilities to subordinate managers in order to implement plans for all security, programs, functions/events, and work activities. Additionally, he assists the Warden, and Executive Leadership with financial management, procurements, project initiatives, and budget preparation by providing data, research, and reports to identify needs for equipment, training, and professional development. Oversees security budget, staff overtime, and operational expenses.

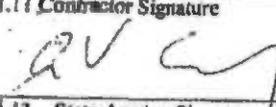
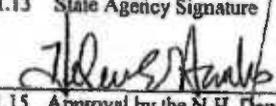
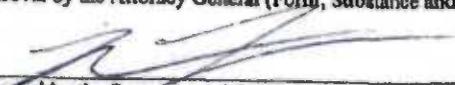
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address 64 South Street, Concord, NH 03301 P.O. Box 1806, Concord, NH 03302	
1.3 Contractor Name Security Transport Services, Inc (VC #528294)		1.4 Contractor Address 1643 SW 41st Street, Topeka, KS 66609	
1.5 Contractor Phone # 785-267-3030	1.6 Account Number 02-46-46-463510-33720000- 242-500787	1.7 Completion Date June 30, 2028	1.8 Price Limitation \$406,250.00
1.9 Contracting Officer for State Agency Michelle Edmark, Warden		1.10 State Agency Telephone Number 603-271-1812	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory John V Comissiong, President & Owner	
1.13 State Agency Signature  Date: 4/18/2025		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: N/A Director, On: N/A			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 4/22/2025			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: G&C Meeting Date:			

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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.

Contractor Initials *JVC*
Date *2/18/2028*

*State of NH, Department of Corrections
Out of State Prisoner Transport Services
CONTRACT NHDOC 2025-10*

EXHIBIT A - SPECIAL PROVISIONS

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

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*State of NH, Department of Corrections
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Initials: JVC
Date: 2/18/25

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EXHIBIT B - SCOPE OF WORK

1. Purpose

Contractor shall provide Out of State Prisoner Transport services for The NH Department of Corrections (herein known as the "NHD0C," "State," or "Department") facilities/locations as described herein.

2. Term of Agreement

An Agreement awarded, as a result of RFP NHD0C 2025-10, is expected to be effective upon Governor and Executive Council (G&C) approval through June 30, 2028. NHD0C shall have the option to extend the term of this Agreement for services for one (1) additional term not to exceed two (2) years, subject to the Parties' prior written agreement on terms and applicable fees for the additional term, satisfactory Contractor performance, continued funding and Governor and Executive Council approval.

3. Location of Services

3.1. Services shall be performed at the following NHD0C locations.

NH Department of Corrections Correctional Facilities	
Northern NH Correctional Facility (NNHCF)	138 East Milan Road, Berlin NH 03570
NH State Prison for Men (NHSP-M), Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU)	281 North State Street, Concord NH 03301
NH Correctional Facility for Women (NHCF-W)	42 Perimeter Road, Concord NH 03301
NH Department of Corrections Transitional Housing Units	
North End Transitional Housing Unit (NEH/THU)	1 Perimeter Road, Concord NH 03301
Concord Transitional Work Center (TWC)	275 North State Street, Concord NH 03301
Shea Farm, Transitional Housing Unit (THU)	60 Iron Works Road, Concord NH 03301
Calumet House, Transitional Housing Unit (THU)	126 Lowell Street, Manchester NH 03104

3.2. Locations may be added and/or deleted after the awarding of an Agreement at the discretion of the Department and upon mutual agreement of the Commissioner of NHD0C and Contractor.

3.3. In the event that NHD0C wishes to add or remove facilities at which Contractor is to provide services, it shall:

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

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

3.4. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.

4. Description of Service

Extradition services that transport individuals for out of state prisoner transportation.

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5. Minimum Required Services

- 5.1. Contractor shall provide a quote for each transport that is an itemized estimate containing, but not limited to, the estimate cost of transportation, and method of travel. Quote must be provided within 24 hours of the request by the State.
- 5.2. State shall make every effort to provide as much as ten (10) days' notice for pick-up whenever possible. If the agency with custody does not provide the State adequate notice, the State will notify Contractor no less than 24-hours in advance of the desired pick-up time and in such circumstances, Contractor shall make all reasonable efforts to accommodate the pick-up.

5.3. Security Specifications

Contractor shall perform its responsibilities for security and control of such prisoners in a professional manner and in accordance with applicable State and Federal law in assuming custody.

- 5.4. Contractor shall follow reasonable and customary operating procedures regarding the use of force and the security and control of prisoners.
 - 5.4.1. Prisoners shall be positively identified in person prior to transportation agents assuming custody and removing them from the holding agency.
 - 5.4.2. Contractor shall secure the prisoners in custody with appropriate, standard law enforcement restraining devices, to include leg shackles and double-locked handcuffs, in accordance with local, State, and Federal statutes. State reserves the right to approve restraints.
 - 5.4.3. Contractor shall maintain a minimum ratio of two (2) transport personnel to six (6) prisoners during each transport.
 - 5.4.4. Contractor must be able to pick-up and transport adult male/female prisoners. Female prisoners will not be transported by less than two (2) transport agents and must be segregated from male prisoners.
 - 5.4.5. Contractor shall notify local law enforcement officials 24 hours in advance of any scheduled stop in their jurisdiction when transporting prisoners.
 - 5.4.6. Contractor shall, in the event of an escape by a prisoner, immediately notify NHD0C and appropriate law enforcement officials in the jurisdiction and State where the escape occurred.

5.5. Personnel Requirements

- 5.5.1. Contractor personnel involved in the transport of prisoners shall have successfully completed appropriate training program(s) focused on the proper use of restraining devices, searches, use of force, including use of appropriate weapons and firearms, CPR, map reading, and defensive driving. Contractor must be able to show proof of completion.
- 5.5.2. Contractor personnel involved in the transport of prisoners shall be subject to drug, security, and background checks and not have a criminal record.
- 5.5.3. Contractor shall have an appropriate drug testing program in place for pre-employment applicants and current employees.
- 5.5.4. All Contractor personnel involved in the transport of prisoners shall have a valid driver's license from their state of residence with proper classification.
- 5.5.5. All Contractor personnel involved in the transport of prisoners that carry firearms must be currently authorized by the Department of Justice to carry a firearm and will abide by all applicable Federal, State and local laws, regulations and ordinances during the transport.
- 5.5.6. All Contractor personnel involved in the transport of prisoners shall wear a uniform bearing the company logo and have a photo identification with Contractor's insignia during any pick-up and throughout the transportation of prisoners. Street and/or casual clothing are not

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acceptable. The holding authority may not release the Offender if proper attire is not worn by Contractor's employees. If this occurs, Contractor shall not be compensated for the trip.

5.6. Transportation Specifications

State shall provide advance notification to the agency currently with custody of the prisoner identifying Contractor who will be acting as an agency. Contractor shall notify the holding agency of the expected pick-up date and time.

5.6.1. Contractor shall provide advance notification to the State currently with custody of the prisoner identifying Contractor who will be acting as an agent. Contractor shall notify the holding agency of the expected pick-up date and time. Contractor shall provide 24-hour advance notice of the expected arrival date and time.

5.6.2. Limits on continuous travel, hours and miles driven by Contractor's personnel shall be in accordance with 49 CFR Section 395.5, Maximum Driving Time for Passenger Carrying Vehicles of the United States Department of Transportation, Federal Motor Carrier Safety Administration regulations (49 CFR part 395).

5.6.3. Contractor shall transport and deliver the prisoner along with prisoner's records and property to the destination point. Prisoner's property transported shall be inventoried and signed for by both the prisoner and transporting agent and shall not be accessible to the prisoner during the transport.

5.6.4. Contractor shall immediately report emergencies, unusual incidents, and/or controversial situations that arise in the performance of its services to the State. Such incidents may include but are not limited to: any act of violence by a prisoner or passenger, and escape or attempted escape of a prisoner, any breach of security, any use of force, any excessive delay in delivery of a prisoner, prisoner or other passenger requiring emergency medical treatment, any incident required to be reported under the Prison Rape Elimination Act of 2003, or refusal of law enforcement agency to release a prisoner to Contractor.

5.6.5. Contractor shall surrender custody of prisoners to the State or designated law enforcement agency upon arrival at the place of delivery. Identification shall be presented by the State or its duly authorized agent at the time and place of surrender of custody. Contractor shall not surrender custody without verifying identification of persons to whom custody of the prisoner is being transferred.

5.6.6. Contractor shall have the right to refuse any transport of any individual whose condition or behavior, in the opinion of the driver, would be detrimental or unduly dangerous to the safety of the vehicle or its passengers. In the event a transport is refused, the State shall be immediately notified, prior to leaving the pick-up location, and there shall be no charge to the State.

5.6.7. Contractor shall notify the State immediately if upon arrival at the holding agency, that they have learned the prisoner has a contagious disease. If the prisoner is transported, Contractor shall ensure wellbeing of all other occupants during transport. If the prisoner cannot be transported.

5.7. Prisoner Care Specifications

5.7.1. Contractor and all personnel shall treat all prisoners in a dignified manner while in custody.

5.7.2. Contractor shall provide prisoners adequate restroom stops, at least once every five (5) hours during transport if no restroom facility is provided in the transport vehicle. If a restroom facility is provided in the transport vehicle, it shall be kept in a sanitary condition and shall be maintained as such for the duration of the transport.

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- 5.7.3. Contractor shall provide three meals, no less than 1500 calories, per 24-hour period for female and no less than 2000 calories for male prisoners during transport, as mandated by the American Correctional Association Standard 4-44328. Meals from fast-food restaurants shall be acceptable.
 - 5.7.4. Contractor shall provide prisoner with lodging arranged with the appropriate local detention facility during any delay in transport. Local staff shall be advised of escape potential, security threats such as gang affiliations or high-profile offender. Whenever possible, prisoners en route shall be separated from the facility's general population. Prisoners en route are prohibited from using phones at en route locations.
 - 5.7.5. Contractor's safest, most effective and efficient method of travel shall be utilized for prisoners with known medical conditions. Prisoners requiring medication shall be provided medication at required time intervals while en route and shall be appropriately documented. State reserves the right to review and approve Contractor's methods and procedures.
 - 5.7.6. All medical costs arising from illness of disease not caused by Contractor shall be borne by NHDOC.
 - 5.7.7. Contractor shall obtain prisoner's medical clearance, if necessary, from the releasing agency.
 - 5.7.8. Contractor will use best practice standards in the management and custody of any pregnant residents transported as it pertains to restraints. Examples include - Nomise of Restraints for Pregnant and Postpartum Incarcerated Individuals (2020) - National Commission on Correctional Health Care and Best Practices in the Use of Restraints with Pregnant Women and Girls Under Correctional Custody | Bureau of Justice Assistance.
- 5.8. Vehicle Specifications
- 5.8.1. Contractor shall maintain a fleet of vehicles compliant with all applicable United States Department of Transportation (USDOT) regulations and suitable to accomplish the transport services required by this Agreement. All vehicles must be registered and insured. All vehicle maintenance and repairs are the responsibility of Contractor.
 - 5.8.2. Vehicles used in the transport of prisoners shall at all times be currently licensed, in good and safe operating condition.
 - 5.8.3. Vehicles used in the transport of prisoners shall be equipped with appropriate security devices, including a barrier between the transport agent(s) and the prisoner(s) and an appropriate communication system.
 - 5.8.4. Vehicles used in the transport of prisoners must include federally approved transportation restraints, seatbelts, and medical emergency kits sufficient for the exact number of anticipated prisoners to be transported.
 - 5.8.5. Vehicles used in the transport of prisoners must be compartmentalized to separate male and female and juvenile prisoners.
 - 5.8.6. Vehicles used in the transport of prisoners shall have operating air conditioning and heating for the entire vehicle.
 - 5.8.7. Vehicles used in the transport of prisoners shall carry safety equipment such as first aid kits, fire extinguisher, safety triangles, etc.
 - 5.8.8. Vehicles used in the transport of prisoners shall be equipped with sufficient storage to secure personal property of prisoners being transported.
 - 5.8.9. A minimum of three (3) working video cameras with secure recording equipment, and with a minimum of 7-day recording retention.

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- 5.8.10. Global Positioning System (GPS) equipment to allow vehicles to be tracked and located nationwide on a real-time basis.
 - 5.8.11. Communication device to allow communication to and from law enforcement agencies or home offices nationwide.
 - 5.8.12. Speed limiting devices set to prevent transport vehicles from driving over 70 mph.
 - 5.8.13. Compartmentalized prisoner seating with a minimum of three (3) different areas.
 - 5.8.14. Food delivery access doors that allow prisoner food service without requiring prisoner ingress and egress doors to be opened.
 - 5.8.15. Vehicles available for inspection upon request to ensure compliance with the RFP/Agreement and vehicle requirements.
 - 5.8.16. Private prisoner transportation companies are governed by 34 USC 60103 known as "Jenna's Act." The act and accompanying regulations require:
 - Minimum standards for background checks and pre-employment drug testing for potential employees to disqualify persons with a felony conviction or domestic violence conviction.
 - Minimum standards for the length and type of training that employees must undergo before transporting prisoners, not to exceed 100 hours of pre-service training focusing on the transportation of prisoners. Training shall be in the areas of restraint use, searches, use of force, including the use of appropriate weapons and firearms, CPR, map reading, and defensive driving.
 - Restrictions on the number of hours that employees can be on duty during a given period of time. Such restrictions shall not be more stringent than current applicable rules and regulations concerning hours of service promulgated under the Federal Motor Vehicle Safety Act.
 - The officer to prisoner ratio cannot exceed two (2) agents for every six (6) prisoners.
 - Minimum standards for employee uniforms and identification that require wearing a uniform with a badge or insignia identifying the employee as a transportation officer.
 - Minimum requirements for the restraints that must be used when transporting prisoners, to include leg shackles and double-locked handcuffs, when appropriate.
 - 5.8.17. U.S. Department of Transportation Statutes and Regulations (USDOT): A company is required by the Federal Motor Carrier Safety Administration (FMCSA) to obtain a USDOT Number (USDOT #) and comply with federal regulations if the company is in the business of transporting inmates, and the following applies:
 - Has a gross vehicle weight rating or gross combination weight rating, or gross vehicle weight or gross combination weight of 4,536 kg (10,001 pounds) or more, whichever is greater; or
 - Is designed or used to transport more than 8 passengers (including the driver) for compensation; or is designed or used to transport more than 15 passengers, including the driver; and is not used to transport passengers for compensation.
- 5.9. Records Specifications
- 5.9.1. Contractor shall maintain a transit log of each transport that shall be delivered with the prisoner. The transit log shall contain the following information: Prisoner name, pick-up location, beginning mile, ending mile, signature of prisoner at end of trip, prisoner medical/medication information, and prisoner activities (meals, rest stops, stretch breaks, and rest overnight).

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- 5.9.2. Contractor shall maintain State and prisoner records and transport plans in a confidential manner.
 - 5.9.3. Contractor shall keep and maintain proper and complete book, records, and accounts, which shall be open at all reasonable times for inspection by the State.
 - 5.9.4. Contractor shall retain all records relating to this Agreement for at least five (5) years after its termination or cancellation or until any related pending proceeding or litigation has been closed.
 - 5.9.5. Invoices for services performed shall be complete and itemized with line-item detail of services rendered.
 - 5.10. Contractor Minimum Standard: Prisoner transportation company should be a SATISFACTORY RATING with the Department of Transportation (DOT).
 - 5.10.1. Any company that has been in business for a minimum of 1.5 years should have its initial Safety Inspection completed by the DOT. Therefore, any prisoner transportation company should have a Safety Rating if they are operating legally after two years unless some extenuating circumstances are present. Because of this, most agencies require a minimum of 3 years in business to bid on a contract before they consider using them as a service provider.
 - 5.10.2. Electronic Logging Devices (ELD)
The Department of Transportation and the FMCSA, as required by MAP-21, § 395.8(a)(1), directs a motor carrier operating CMVs to install and require each of its drivers to use an ELD to record the driver's duty status no later than December 18, 2017.
 - 5.10.3. This system is used to measure drivers' duty time to ensure the company is compliant with the laws governing the safety of interstate commerce and the safe transportation of passengers.
 - 5.10.4. The *Company Snapshot* is a concise electronic record of a company's identification, size, commodity information, and safety record, including the safety rating, a roadside out-of-service inspection summary, and crash information. The *Company Snapshot* is available via an ad-hoc query (one carrier at a time) free of charge.
 - 5.10.5. You can check a company's Safety Rating on the *Company Snapshot Page*:
safer.fmcsa.dot.gov/CompanySnapshot.aspx.
 - 5.11. Vendor Sign-In Sheet: Contractor's staff shall be expected to show company identification, and sign-in and out of the corresponding facility receiving services. At a minimum, Contractor's 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.
6. **General Service Provisions**
- 6.1. Rules and Regulations: The Contractor agrees to comply with all Policy and Procedure Directives of the NHD0C. The Contractor shall adhere to the NHD0C Administrative Rules, Conduct and Confidentiality of Information policies.
 - 6.2. Additional Facilities: Upon agreement of both parties, additional facilities belonging or associated to the NHD0C may be added to this Agreement.
 - 6.3. Licenses, Credentials and Certificates: The Contractor shall ensure NH State licensed professionals provide the services required. The Contractor and its staff shall possess the credentials, licenses and/or certificates required by law and regulations to provide such services.

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- 6.3. Tool Inventory: Any tools to include equipment that the contractor/subcontractor needs to perform the required services shall be inspected and inventoried before entering and leaving the facility.
- 6.4. Admittance: The NHD0C may, at its sole discretion, remove from or refuse admittance to any NHD0C facility any person providing services under an Agreement 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.
- 6.5. Licenses: Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of a business conducted by the contractor.

7. **Other Agreement Provisions**

7.1. 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>.

7.2. 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 this Agreement, Contractor may gain access to information of the patients, including confidential information or PHI. Contractor shall not use information developed, or obtained during the performance of, or acquired or developed by reason of this Agreement, except as is directly connected to and necessary for Contractor's performance under this Agreement.

Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, or reproduction any and all information of the patient that becomes available to Contractor in connection with its performance under this Agreement. In the event of unauthorized use of or disclosure of the patient's information, Contractor shall immediately notify NHD0C.

All financial, statistical, personnel and/or technical data supplied by NHD0C to Contractor are confidential. 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 Contractor, or any individual or entity in Contractor's charge or employ, will be considered a violation of this agreement and may result in termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

7.3. 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 Contractor and sub-contractor(s) and agents of 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>.

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- 7.4. 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>.
- 7.5. Criminal Justice Information Services (CJIS) Security Policy
The essential premise of the CJIS Security Policy is to provide appropriate controls to protect the full lifecycle of CJIS, whether at rest or in transit. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage and destruction of CJIS. 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: <https://www.corrections.nh.gov/resources/bids-contracts/rfp-resources>.
- 7.6. Vendor Employee Information/Background Checks
Vendor shall be responsible for obtaining a criminal background check from NHDOC to include fingerprinting on all potential employees assigned by Vendor and/or sub-contractor(s) to provide services at NHDOC. Upon award of an Agreement, NHDOC Warden, or designee, will notify the selected Vendor of the procedures to obtain background checks and fingerprinting. Vendor and/or sub-contractor employee hiring status shall be contingent upon receipt of a criminal background check and fingerprinting report(s) from the NH Department of Safety (NHDOS) to NHDOC and a procedural review of said reports by NHDOC.
- 7.7. NHDOC will notify Vendor of any potential Vendor and/or sub-contractor employee who does not comply with the criteria identified below.

In addition, Vendor and/or sub-contractor(s) shall not hire employees meeting the following criteria:

- a. Individuals convicted of a felony shall not be permitted to provide services;
- b. Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
- c. 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 Commissioner, or designee, of NHDOC;
- d. Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;
- e. Individuals whose professional licenses and/or certification have been revoked and reinstated from other states and/or the State of NH;
- f. Individuals with a history of drug diversion;
- g. Individual staff on the National Offender Database;
- h. Individuals who were a former State of NH employee and/or former contracted employee that were dismissed for cause or resigned or retired pending results of investigation;
- i. Individuals previously employed with NHDOC without prior approval of NHDOC; and

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- j. Relatives, or associates of people currently incarcerated or under Departmental supervision (probation or parole) may not be permitted to provide services without prior approval by NHDOC.
- k. NHDOC reserves the right to conduct further review of any candidate and decline clearance.

8. Change of Ownership

In the event that Contractor should change ownership for any reason whatsoever, NHDOC shall have the option of continuing under this Agreement with Contractor or its successors or assigns for the full remaining term of this Agreement, continuing under this Agreement with Contractor or, its successors or, assigns for such period of time as determined necessary by NHDOC, or terminating this Agreement.

9. Contractor Designated Liaison

- 9.1. Contractor shall designate a representative to act as a liaison between Contractor and NHDOC throughout the term of this Agreement and any extensions thereof.
- 9.2. Any written notice to Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by Contractor under this paragraph.
- 9.3. 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 NHDOC actually receives notice of this change.
 - 9.3.1. Changes to the named Liaison by Contractor must be made in writing and forwarded to NH Department of Corrections, Contracting Officer for State Agency, or designee, PO Box 1806, Concord NH 03302.

10. Contractor Liaison's Responsibilities

Contractor's designated liaison shall be responsible for:

- a. Representing Contractor on all matters pertaining to this agreement and any extensions thereof. Such a representative shall be authorized and empowered to represent Contractor regarding any and all aspects of this Agreement and any extensions thereof.
- b. Monitoring Contractor's compliance with the terms of this Agreement and any extension thereof.
- c. Receiving and responding to all inquiries and requests made by NHDOC in the time frames and format specified by NHDOC in this RFP and in this Agreement and any extensions thereof; and
- d. Meeting with representatives of NHDOC on a periodic or as-needed basis to resolve issues, which may arise.

11. NH Department of Corrections Contract Liaison Responsibilities

NHDOC Warden, or designee, shall act as liaison between Contractor and NHDOC for the duration of this Agreement and any extensions thereof. NHDOC reserves the right to change its representative, at its sole discretion, during the term of this Agreement and shall provide Contractor with written notice of such change. NHDOC representative shall be responsible for:

- 11.1. Representing NHDOC on all matters pertaining to this Agreement. The representative shall be authorized and empowered to represent NHDOC regarding all aspects of this Agreement, subject to the approval of Governor and Executive Council of the State of New Hampshire.
- 11.2. Monitoring compliance with the terms of this Agreement.
- 11.3. Responding to all inquiries and requests related to this Agreement made by Contractor, under the terms and in the time frames specified by this Agreement.

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- 11.4. Meeting with Contractor's representative on a periodic or as-needed basis and resolving issues, which arise.
- 11.5. Informing Contractor of any discretionary action taken by NHD0C pursuant to the provision of this Agreement.

12. Reporting Requirements

- 12.1. Contractor shall provide any and all reports as requested on an as-needed basis according to a schedule and format to be determined by NHD0C. It is the intent of NHD0C to work with Contractor so that Contractor can provide any reporting requirements that meets the Department's needs.
- 12.2. Reports and/or information requests shall be forwarded to the NH Department of Corrections' Warden, or designee and mailed to P.O. Box 1806, Concord, NH 03302.

13. Performance Evaluation

NHD0C shall, at its sole discretion monitor and evaluate Contractor's compliance with the terms and conditions of this Agreement throughout the term of this Agreement and any extensions thereof.

- 13.1. NHD0C, Warden or designee, at a minimum of four times a year will assess the performance of the transportation service relative to Contractor's compliance with this Agreement as set forth in this Agreement. Examples of performance include but not limited to:
- 13.2. Request additional reports NHD0C deems necessary for the purposes of monitoring and evaluating the performance of Contractor under this Agreement; and
- 13.3. Review reports submitted by Contractor. NHD0C shall determine the acceptability of the reports. If they are not deemed acceptable, NHD0C shall notify Contractor and explain the deficiencies and the Parties shall work together to determine a mutually agreeable solution.

14. Performance Measures

NHD0C shall, at its sole discretion:

- 14.1. Inform Contractor of any dissatisfaction with Contractor's performance and include requirements for corrective action.
- 14.2. Terminate the Agreement as permitted by law, if NHD0C determines that Contractor:
 - 14.2.1. Does not comply with the terms of the Agreement.
 - 14.2.2. Contractor shall fully coordinate the performance activities of the Agreement with those of NHD0C. As the work of Contractor progresses, advice and information on matters covered by the Agreement shall be made available by Contractor to NHD0C as requested by NHD0C throughout the effective period of the Agreement.

15. Bankruptcy or Insolvency Proceeding Notifications

- 15.1. Upon filing for any bankruptcy or insolvency proceeding by or against Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, Contractor must notify NHD0C immediately.
- 15.2. Upon learning of the actions herein identified, NHD0C reserves the right at its sole discretion to either cancel this Agreement in whole or in part or re-affirm this Agreement in whole or in part.

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16. Embodiment of the Agreement

In the event of a conflict in language between the documents referenced below, the provisions and requirements set forth and/or referenced in the negotiated document noted in 16.1.1. shall govern. NHDOC reserves the right to clarify any contractual relationship in writing with the concurrence of Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or Contractor's Proposal and/or the result of this Agreement.

16.1. Order of Precedence:

- 16.1.1. NH Department of Corrections Agreement NHDOC 2025-10.
- 16.1.2. NH Department of Corrections RFP NHDOC 2025-10.
- 16.1.3. Proposer's Response to RFP NHDOC 2025-10.
- 16.1.4. Negotiated Exceptions to Terms and Conditions to RFP NHDOC 2025-10, if applicable.

17. Cancellation of Agreement

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

17.1. NHDOC reserves the right to terminate this Agreement without penalty or recourse by giving Contractor a written notice of such termination at least sixty (60) days prior to the effective termination date.

17.2. Either Party reserves the right to cancel this Agreement for the convenience of the State with no penalties by giving Contractor sixty (60) days' notice of said cancellation.

18. Notification to Contractor

NHDOC shall be responsible for notifying Contractor, in writing of any policy or procedural changes affecting the services performed hereunder at least thirty (30) days before the implementation of such policy or procedure. Contractor shall implement the changes on the date specified by NHDOC.

19. Additional Information

19.1. In performing its obligations under this Agreement, Contractor may gain access to information of the prisoners/patients/non-adjudicated prisoners including confidential information. Contractor shall not use information developed or obtained during the performance of, or acquired, or developed by reason of this Agreement, except as is directly connected to and necessary for Contractor's performance under this Agreement.

19.2. Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the prisoners/patients/non-adjudicated prisoners that becomes available to Contractor in connection with its performance under this Agreement.

19.3. In the event of unauthorized use or disclosure of the prisoners/patient/non-adjudicated prisoner information, Contractor shall immediately notify NHDOC.

19.4. All material developed or acquired by Contractor, as a result of work under this Agreement shall become the property of the State of New Hampshire. No material or reports prepared by Contractor shall be released to the public without the prior written consent of NHDOC.

19.5. All financial, statistical, personnel and/or technical data supplied by NHDOC to Contractor are confidential. Contractor is required to use reasonable care to protect the confidentiality of such

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*State of NH, Department of Corrections
Out of State Prisoner Transport Services
CONTRACT NHDOC 2025-10*

data. Any use, sale or offering of this data in any form by Contractor, or any individual or entity in Contractor's charge or employ, will be considered a violation of this Agreement and may result in Agreement termination.

20. Contractor Personnel

Contractor shall guarantee that all personnel providing the services required by this Agreement are qualified to perform their assigned tasks.

21.1. 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 Contractor's management, supervisory, or key professional personnel, who directly impact the deliverables to be provided under this Agreement.

21.2. If a sub-contractor(s) is/are to be used for any portion of the services provided, prior approval from NHDOC shall be required. Notification to the Department shall include the name of the subcontractor, brief company profile and a description of the services/functions being sub-contracted.

21. Non-Exclusive Contract

NHDOC reserves the right, at its discretion, to retain other Contractors 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 this Agreement.

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*State of NH, Department of Corrections
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CONTRACT NHDOC 2025-10*

EXHIBIT C - ESTIMATED BUDGET/METHOD OF PAYMENT

The following is a description of the Method of Payment and Agreement Price for Contractor.

1. ESTIMATED BUDGET (Cost Proposal)

Service Fee Schedule Period: Upon Governor and Executive Council approval through June 30, 2025.

June 30, 2028 Initial: *JVC*

Item	Description	Unit	Unit Price
1	Resident Ground Transportation (Inclusive of all fees, meals, fuel, tolls and etc.)	Mile	\$ <i>See Price chart</i>
2	Air Extradition (Inclusive of all fees, meals, fuel and etc.)	Mile	\$ <i>See Details</i>

2. METHOD OF PAYMENT:

- 2.1. Contractor shall provide itemized invoices, commencing thirty (30) days after the start of service. Contractor shall submit all invoices to NHDOC in a timely manner.
- 2.2. Invoices shall be sent to the NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302, or designee, for approval. The "Bill To" address on the invoice shall be NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302. NHDOC will accept invoices in electronic format to expedite payment to: DOC-Financialservices@DOC.nh.gov.
- 2.3. NHDOC may adjust the payment amount identified on Contractor's invoice if an invoice is not submitted in accordance with the instructions established by the NHDOC.
- 2.4. NHDOC Bureau of Financial Services may issue payment to Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall contain the following information:
 - 2.4.1. Invoice date, invoice number, and facility;
 - 2.4.2. Quantity and description of services rendered;
 - 2.4.3. Dates of said services; and
 - 2.4.4. Itemized service total charge.
- 2.5. Contractor shall not invoice Federal Tax. The State's tax-exempt certificate number is 026000618.

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Price Schedule and Payment Terms

Transportation Cost - Not Date Specific (Continental United States):			
Item #	Description	Unit	Price
1a	Male Prisoners	Per Mile	\$386.00 + \$1.33/mile ¹
1b	Female Prisoners	Per Mile	\$386.00 + \$1.53/mile ¹
1c	Transgender Prisoners	Per Mile	\$386.00 + \$1.63/mile ¹
1d	Juvenile Prisoners	Per Mile	\$386.00 + \$2.66/mile ¹
Item #	Description	Unit	Price
2	Separation from Other Inmates	Per Mile	Incremental \$0.65/Mile ^{1,3}
3	Non Stop Transport	Per Mile	Incremental \$1.30/Mile ^{1,3}
4	Penalty for each Canceled Trip/Attempted Pick Up ²	Per Trip	50% of the mileage rate
Item #	Description	Unit	Price
5a	Male Prisoners	Per Trip	Per Bid
5b	Female Prisoners	Per Trip	Per Bid
5c	Transgender Prisoners	Per Trip	Per Bid
6	Penalty for each Canceled Trip ²	Per Trip	Direct Cost Incurred
Item #	Description	Unit	Price
7a	Male Prisoners (Date Specific)	Per Trip	\$386.00 + \$1.33/mile ³
7b	Female Prisoners (Date Specific)	Per Trip	\$386.00 + \$1.53/mile ³
7c	Transgender Prisoners (Date Specific)	Per Trip	\$386.00 + \$1.63/mile ³
7d	Juvenile Prisoner (Date Specific)	Per Trip	\$386.00 + \$2.66/mile ³
8	Court Fee/Specific Time Pick Up Fee (\$)	Per Trip	\$180.00
Item #	Description	Unit	Price
9	Require special Medical attention or consideration	Per Mile	Per Bid
Item #	Description	Unit	Price
10	Additional cost associated with picking up from the following States: NV, CA, OR, WA, MT, ID, WY; ND, SD, RI, NH, VT, ME, MI, NY, CT, MA, FL,	Per Mile	Incremental \$0.30/mile ^{1,3}
Item #	Description	Unit	Price
11a	Cost of Medication or Medical treatment not resulting from negligence or fault of Contractor ⁴	Per incident	Actual Cost
11b	Wait Time if Prisoner requires Medical treatment hospitalization en route ⁵	Per Hour	\$60/hour

¹ The price includes a lump sum pickup fee plus mileage. For these services Agency shall be charged for the mileage traveled from prisoner pickup to prisoner drop off and back to the pickup address.

² A cancellation pick up fee will be charged only when the cancellation occurs after the transportation agents have begun their travel to the pickup location; no cancellation fee will apply otherwise. Cancellation fees shall not be assessed when the cancellation is due to the fault or request of the Contractor or Contractor's employees. An attempted pick up fee will be charged with under no fault of our own, an Agent feels we cant not safely transport prisoner (not provided medication, very combative/dangerous Inmate, etc)

³ For these services Agency shall be charged the stated lump sum pickup fee plus mileage. For these services Agency shall be charged for the mileage traveled from Contractor's office in Topeka, KS, to prisoner pickup, to prisoner drop off, and back to Contractor's office in Topeka, KS.

⁴ Contractor is responsible for medication and medical treatment costs resulting from the negligence or fault of Contractor.

⁵ This fee only applies when the reasons for the treatment are not caused or attributed to Contractor.

- 1.1. The above stated rates are inclusive of any and all costs and incidental expenses associated with the transportation services, except medical costs when related to the care and transportation of prisoners in their custody.
- 1.2. Transportation mileage for payment calculations shall be determined using Google Maps
- 1.3. Contractor shall not charge County for any expenses incurred for driver-refused transports.
- 1.4. If a prisoner has symptoms of or has tested positive for COVID-19, Contractor will not transport said prisoner until the prisoner is free of symptoms and a receives negative COVID-19 test

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 SECURITY TRANSPORT SERVICES, INC. is a Kansas Profit Corporation registered to transact business in New Hampshire on April 09, 2025. 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: 989816

Certificate Number : 0007157625



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of April A.D. 2025.

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

David M. Scanlan
Secretary of State

Certificate of Authority # 2

(Corporation of LLC- Contract Specific, date specific)

Corporate Resolution

I, John Comissiong, hereby certify that I am duly elected Clerk/Secretary of
(Name)

Security Transport Services, Inc. I hereby certify the following is a true copy of a
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on November
(Month)

24, 20 24 at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)

VOTED: That John Comissiong, President, Owner is duly authorized to enter into a
(Name and Title)

contract or agreements on behalf of Security Transport Services, Inc. with the
(Name of Corporation or LLC)

NH Department of Corrections State of New Hampshire and further is
(Name of State Agency)

authorized to execute any documents which may in his/her judgment be desirable or necessary to

effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of

the February 18, 20 25. I further certify that it is understood that the State of New
(Month) (Day) (Year)

Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position

indicated and that they have full authority to bind the corporation to the specific contract indicated.

DATED: 2/18/2025

J Anderson
ATTEST: Jayne Anderson, Operation Manager
(Name and Title)

Client#: 772169

COMIS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/18/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: INSPRO, a Marsh & McLennan Agency LLC, Company. 4000 Pine Lake Road, Lincoln, NE 68506. CONTACT NAME: Becca A Dingwell. ADDRESS: Becca.Dingwell@MarshMMA.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Indian Harbor Insurance Company (NAIC # 36940), INSURER B: Lexington Insurance Company (19437), INSURER C: Encova Mutual Insurance Group (02917), INSURER D: Scottsdale Indemnity Company (15580), INSURER E: Hudson Insurance Company (25054), INSURER F: Corvus (25054).

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include: A COMMERCIAL GENERAL LIABILITY (ESG005903803), E AUTOMOBILE LIABILITY (HST00023803), B UMBRELLA LIAB (018303194), C WORKERS COMPENSATION AND EMPLOYERS LIABILITY (WCN6011612), D Professional Liab (EK13545820), F Cyber Liability (CYB-108095681-00).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) NHDCC is listed as additional insured on a primary and noncontributory basis including completed operations with respects to the General Liability policy where required by written contract and signed by both parties prior to loss.

CERTIFICATE HOLDER: NHDCC, PO Box 1806, Concord, NH 03302. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

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-ropes 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.

Tom V. Commission
Name

Signature

Date

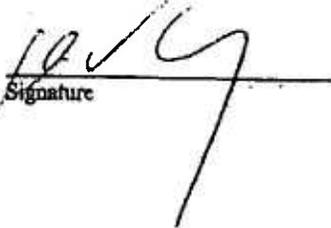
2/17/2025

2/17/2025

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 V. Comissio
Name


Signature

2/17/2025
Date

JVC
2/19/2025

**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.

John V. Combs, Jr.
Name

[Signature]
Signature

2/17/2025
Date

JVC
2/18/2025

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

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

(1) Definitions

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

(2) Use and Disclosure of Protected Health Information

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

b. Business Associate may use or disclose PHI:

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

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

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

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

(3) Obligations and Activities of Business Associate

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

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

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

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

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

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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

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

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

NH Department of Corrections
State of New Hampshire Agency Name

Helen E. Hanks
Signature of Authorized Representative

Helen E. Hanks
Authorized DOC Representative Name

NHDOC Commissioner
Authorized DOC Representative Title

4/18/2025
Date

Security Transport Services
Contractor Name

[Signature]
Contractor Representative Signature

Sonia V. Comission
Authorized Contractor Representative Name

President - Owner
Authorized Contractor Representative Title

2/17/2025
Date



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

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CONCORD, NH 03302-1806
803-271-5510 FAX: 888-908-6609
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www.nh.gov/nhdor

HELEN E. HANKS

COMMISSIONER

JONATHAN K. HANSON

DIRECTOR

PRISON RAPE ELIMINATION ACT

ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

Name (print): Sonn V Comiss 1079 Date: 2/12/2025
(Name of Contract Signatory)

Signature: [Handwritten Signature]
(Signature of Contract Signatory)

JVC
4/8/2025



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 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 Comissiong

Date: 2/18/2025

Signature: *John Comissiong*

Company/Organization: Security Transport Services, Inc

¹ All Departments Other than NH Department of Corrections employees

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

John V. Combs / JVC
Printed Name/Signature of Contractor Representative

2/17/2025
Date

Security Transport Services, President/Owner
Organization and Title of Contractor Representative

JVC
2/18/2025



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HELEN E. HANKS
COMMISSIONER

LISA M. STONE
DIRECTOR

Bidders List
PRISONER TRANSPORT SERVICES
NHDOC RFP 2025-10

Prisoner Transport Services LLC

PO Box 171078
Nashville TN 37217
615-352-9798
866-388-8488
info@prisonertransport.net or Billing@prisonertransport.net

TransCor America LLC

646 Melrose Ave
Nashville TN 37217
615-251-7008
info@transcor.com

Security Transport Services

1643 SE Jabara St
Topeka KS 66619
785-267-3030
Customerservice@sts1995.com

Huntsman Transport

Colorado Springs, CO
715-864-9297
admin@huntsman-transport.com

US Marshals Service

William Hart
55 Pleasant St, Room 207
Concord NH 03301
603-225-1632
william.hart2@usdoj.gov

CIS Transport Svc

McKenzie Nailling
mnailling@cispatrol.net
843-996-9096

Redi Transport

920-434-5399
Info@reditransports.com

Prisoner Transport USA

870-939-7081
Prisonertransportusa@gmail.com

US Transport & Extradition

561-285-1015
Info@us-extradition.com



STATE OF NEW HAMPSHIRE
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OFFICE OF ADMINISTRATION

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Helen M. Hanks
Commissioner

Lisa M. Stone
Director

Vendors Responded
PRISONER TRANSPORT SERVICES
NHDOC RFP 2025-10

Respondents:

1. **US Corrections LLC**
Prisoner Transport Services
PO Box 146
Whites Creek TN 37189

2. **Security Transport Services**
1643 SW 41st Street
Topeka KS 66609

3. **Huntsman Transport**
6577 Latah Lane
Colorado Springs CO 80911

Non-Compliant. No pricing and exceptions not acceptable for consideration.



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

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Helen M. Hanks
Commissioner

Lisa M. Stone
Director

**RFP Scoring Matrix
PRISONER TRANSPORT SERVICES
NHDOC RFP 2025-10**

Respondents Name & Address:

- *US Corrections LLC (Prisoner Transport Svc LLC)*
PO Box 146
Whites Creek TN 37189
- *Security Transport Services*
1643 SW 41st Street
Topeka KS 66609

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 2025-10 RFP Scoring Matrix			
<i>Evaluation Criteria</i>	<i>RFP Weight Point Value</i>	<i>US Corrections LLC</i>	<i>Security Transport Services</i>
<i>Technical Proposal</i>			
<i>Executive Summary</i>	15	15	15
<i>Organizational Capability</i>	15	14.5	14.5
<i>Organizational Approach</i>	30	30	30
<i>Cost Proposal</i>	40		
Total	100	59.5	59.5

Contract Award:

1. US Corrections, LLC (Prisoner Transport Service, LLC)
2. Security Transport Services

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**STATE OF NEW HAMPSHIRE
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**Helen M. Hanks
Commissioner**

**Lisa M. Stone
Director**

**RFP Bidder's Evaluation Scoring
PRISONER TRANSPORT SERVICES
NHDOC RFP 2025-10**

Rank	Vendor Name	Address	Score
1.	US Corrections LLC (Prisoner Transport Services LLC)	PO Box 146, Whites Creek TN 37189	59.5
2.	Security Transport Services	1643 SW 41st Street, Topeka KS 66609	59.5
3.			
4.			
5.			

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Helen M. Hanks
Commissioner

Lisa M. Stone
Director

RFP Bid Evaluation and Summary
PRISONER TRANSPORT SERVICES
NHDOC RFP 2025-10

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 – US Corrections & Security Transport Services.
 - i. Technical Proposal – 59.5 points
 - ii. Cost Proposal – No Score
- 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 NHDOC 2025-10.
 - 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. Michelle Edmark, Warden
- b. Matthew Stefanczak, Major

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COMMISSIONER

LISA M. STONE
DIRECTOR

BIO
PRISONER-TRANSPORT SERVICES
NHDOC RFP 2025-10

Michelle Edmark, Warden, New Hampshire State Prison for Men

The Warden oversees the security force of the New Hampshire State prison for Men, responsible for the supervision of prison security operations, ensuring public and institutional safety as well as resident Hobby Craft/Recreation programs. The Warden of the NHSP-M also oversees the operations for the Department's Bureau of Classifications and Client Records as it relates to the legal application of our departmental classification system. Michelle Edmark has been with the NHDOC since 1997, beginning her career as a Corrections Officer and working through the security ranks, to Corrections Captain before becoming the Warden of the Northern NH Correctional Facility from 2015-2018. Warden Edmark became the Warden of the New Hampshire State Prison for Men in 2018. Warden Edmark obtained a Bachelor of Science in Criminal Justice in Granite State College in 2013 and a Master of Science in Justice Studies with a minor in Public Administration from Southern New Hampshire University in 2016.

Major Matthew Stefanczak

The Major is serving as the Acting Deputy Warden for the NHSP-M. He began his career with the New Hampshire Department of Corrections in 2007 as a Corrections Officer. Major Stefanczak received a bachelor's degree in criminal justice with a minor in Sociology from Worcester State University. In his current role, he directs and supervises uniform and non-uniform staff under the Security Section of the Division and delegates supervisory responsibilities to subordinate managers in order to implement plans for all security, programs, functions/events, and work activities. Additionally, he assists the Warden, and Executive Leadership with financial management, procurements, project initiatives, and budget preparation by providing data, research, and reports to identify needs for equipment, training, and professional development. Oversees security budget, staff overtime, and operational expenses.

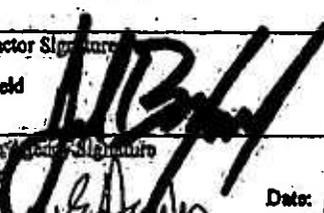
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address 64 South Street, Concord, NH 03301 P.O. Box 1806, Concord, NH 03302	
1.3 Contractor Name US Corrections, LLC. (VC #250719)		1.4 Contractor Address PO Box 146 Whites Creek, TN 37189	
1.5 Contractor Phone # 615-352-9798 x 114	1.6 Account Number 02-46-463510-33720000- 242-300787	1.7 Completion Date June 30, 2028	1.8 Price Limitation \$406,250.00
1.9 Contracting Officer for State Agency Michelle Edmark, Warden		1.10 State Agency Telephone Number 603-271-1812	
1.11 Contractor Signature Joel Brasfield 		1.12 Name and Title of Contractor Signatory President and General Counsel	
1.13 State Agency Signature  Date: 4/18/2025		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: _____ On: 4/22/2025			
1.17 Approval by the Governor and Executive Council (If applicable) O&C Item number: _____ O&C Meeting Date: _____			

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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-o 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.

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State of NH, Department of Corrections
Division of Administration

Out of State Prisoner Transport Services
RFP NHDOC 2025-10

Page 31 of 52

Initials: JP
Date: 4/1/26

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 anyone, 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, formulas, 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.

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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 is 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.

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*State of NH, Department of Corrections
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CONTRACT NHDOC 2025-10*

EXHIBIT A - SPECIAL PROVISIONS

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

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

Out of State Prisoner Transport Services, 2025-10

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Initials: JB
Date: 4.4.25

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EXHIBIT B - SCOPE OF WORK

1. **Purpose**
Contractor shall provide Out of State Prisoner Transport services for The NH Department of Corrections (herein known as the "NHDOC," "State," or "Department") facilities/locations as described herein.
2. **Term of Agreement**
An Agreement awarded, as a result of RPP NHDOC 2025-10, is expected to be effective upon Governor and Executive Council (G&C) approval through June 30, 2028. NHDOC shall have the option to extend the term of this Agreement for services for one (1) additional term not to exceed two (2) years, subject to the Parties' prior written agreement on terms and applicable fees for the additional term, satisfactory Contractor performance, continued funding and Governor and Executive Council approval.
3. **Location of Services**
 - 3.1. Services shall be performed at the following NHDOC locations.

NH Department of Corrections Correctional Facilities	
Northern NH Correctional Facility (NNHCF)	138 East Milan Road, Berlin NH 03570
NH State Prison for Men (NHSP-M); Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU)	281 North State Street, Concord NH 03301
NH Correctional Facility for Women (NHCF-W)	42 Perimeter Road, Concord NH 03301
NH Department of Corrections Transitional Housing Units	
North End Transitional Housing Unit (NEH/THU)	1 Perimeter Road, Concord NH 03301
Concord Transitional Work Center (TWC)	275 North State Street, Concord NH 03301
Shea Farm, Transitional Housing Unit (THU)	60 Iron Works Road, Concord NH 03301
Calmet House, Transitional Housing Unit (THU)	126 Lowell Street, Manchester NH 03104

- 3.2. Locations may be added and/or deleted after the awarding of an Agreement at the discretion of the Department and upon mutual agreement of the Commissioner of NHDOC and Contractor.
- 3.3. In the event that NHDOC wishes to add or remove facilities at which Contractor is to provide services, it shall:
 - 3.3.1. Give Contractor fourteen (14) days written notice of the proposed change; and
 - 3.3.2. Secure Contractor's written agreement to the proposed changes.
- 3.4. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.
4. **Description of Service**
Extradition services that transport individuals for out of state prisoner transportation.

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5. **Minimum Required Services**
- 5.1. Contractor shall provide a quote for each transport that is an itemized estimate containing, but not limited to, the estimate cost of transportation, and method of travel. Quote must be provided within 24 hours of the request by the State.
- 5.2. State shall make every effort to provide as much as ten (10) days' notice for pick-up whenever possible. If the agency with custody does not provide the State adequate notice, the State will notify Contractor no less than 24-hours in advance of the desired pick-up time and in such circumstances, Contractor shall make all reasonable efforts to accommodate the pick-up.
- 5.3. **Security Specifications**
Contractor shall perform its responsibilities for security and control of such prisoners in a professional manner and in accordance with applicable State and Federal law in assuming custody.
- 5.4. Contractor shall follow reasonable and customary operating procedures regarding the use of force and the security and control of prisoners.
- 5.4.1. Prisoners shall be positively identified in person prior to transportation agents assuming custody and removing them from the holding agency.
- 5.4.2. Contractor shall secure the prisoners in custody with appropriate, standard law enforcement restraining devices, to include leg shackles and double-locked handcuffs, in accordance with local, State, and Federal statutes. State reserves the right to approve restraints.
- 5.4.3. Contractor shall maintain a minimum ratio of two (2) transport personnel to six (6) prisoners during each transport.
- 5.4.4. Contractor must be able to pick-up and transport adult male/female prisoners. Female prisoners will not be transported by less than two (2) transport agents and must be segregated from male prisoners.
- 5.4.5. Contractor shall notify local law enforcement officials 24 hours in advance of any scheduled stop in their jurisdiction when transporting prisoners.
- 5.4.6. Contractor shall, in the event of an escape by a prisoner, immediately notify NHDOC and appropriate law enforcement officials in the jurisdiction and State where the escape occurred.
- 5.5. **Personnel Requirements**
- 5.5.1. Contractor personnel involved in the transport of prisoners shall have successfully completed appropriate training program(s) focused on the proper use of restraining devices, searches, use of force, including use of appropriate weapons and firearms, CPR, map reading, and defensive driving. Contractor must be able to show proof of completion.
- 5.5.2. Contractor personnel involved in the transport of prisoners shall be subject to drug, security, and background checks and not have a criminal record.
- 5.5.3. Contractor shall have an appropriate drug testing program in place for pre-employment applicants and current employees.
- 5.5.4. All Contractor personnel involved in the transport of prisoners shall have a valid driver's license from their state of residence with proper classification.
- 5.5.5. All Contractor personnel involved in the transport of prisoners that carry firearms must be currently authorized by the Department of Justice to carry a firearm and will abide by all applicable Federal, State and local laws, regulations and ordinances during the transport.
- 5.5.6. All Contractor personnel involved in the transport of prisoners shall wear a uniform bearing the company logo and have a photo identification with Contractor's insignia during any pick-up and throughout the transportation of prisoners. Street and/or casual clothing are not

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acceptable. The holding authority may not release the Offender if proper attire is not worn by Contractor's employees. If this occurs, Contractor shall not be compensated for the trip.

5.6. Transportation Specifications

State shall provide advance notification to the agency currently with custody of the prisoner identifying Contractor who will be acting as an agency. Contractor shall notify the holding agency of the expected pick-up date and time.

5.6.1. Contractor shall provide advance notification to the State currently with custody of the prisoner identifying Contractor who will be acting as an agent. Contractor shall notify the holding agency of the expected pick-up date and time. Contractor shall provide 24-hour advance notice of the expected arrival date and time.

5.6.2. Limits on continuous travel, hours and miles driven by Contractor's personnel shall be in accordance with 49 CFR Section 395.5, Maximum Driving Time for Passenger Carrying Vehicles of the United States Department of Transportation, Federal Motor Carrier Safety Administration regulations (49 CFR part 395).

5.6.3. Contractor shall transport and deliver the prisoner along with prisoner's records and property to the destination point. Prisoner's property transported shall be inventoried and signed for by both the prisoner and transporting agent and shall not be accessible to the prisoner during the transport.

5.6.4. Contractor shall immediately report emergencies, unusual incidents, and/or controversial situations that arise in the performance of its services to the State. Such incidents may include but are not limited to: any act of violence by a prisoner or passenger, and escape or attempted escape of a prisoner, any breach of security, any use of force, any excessive delay in delivery of a prisoner, prisoner or other passenger requiring emergency medical treatment, any incident required to be reported under the Prison Rape Elimination Act of 2003, or refusal of law enforcement agency to release a prisoner to Contractor.

5.6.5. Contractor shall surrender custody of prisoners to the State or designated law enforcement agency upon arrival at the place of delivery. Identification shall be presented by the State or its duly authorized agent at the time and place of surrender of custody. Contractor shall not surrender custody without verifying identification of persons to whom custody of the prisoner is being transferred.

5.6.6. Contractor shall have the right to refuse any transport of any individual whose condition or behavior, in the opinion of the driver, would be detrimental or unduly dangerous to the safety of the vehicle or its passengers. In the event a transport is refused, the State shall be immediately notified, prior to leaving the pick-up location, and there shall be no charge to the State.

5.6.7. Contractor shall notify the State immediately if upon arrival at the holding agency, that they have learned the prisoner has a contagious disease. If the prisoner is transported, Contractor shall ensure wellbeing of all other occupants during transport. If the prisoner cannot be transported.

5.7. Prisoner Care Specifications

5.7.1. Contractor and all personnel shall treat all prisoners in a dignified manner while in custody.

5.7.2. Contractor shall provide prisoners adequate restroom stops, at least once every five (5) hours during transport if no restroom facility is provided in the transport vehicle. If a restroom facility is provided in the transport vehicle, it shall be kept in a sanitary condition and shall be maintained as such for the duration of the transport.

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- 5.7.3. Contractor shall provide three meals, no less than 1500 calories, per 24-hour period for female and no less than 2000 calories for male prisoners during transport, as mandated by the American Correctional Association Standard 4-44328. Meals from fast-food restaurants shall be acceptable.
- 5.7.4. Contractor shall provide prisoner with lodging arranged with the appropriate local detention facility during any delay in transport. Local staff shall be advised of escape potential, security threats such as gang affiliations or high-profile offender. Whenever possible, prisoners en route shall be separated from the facility's general population. Prisoners en route are prohibited from using phones at en route locations.
- 5.7.5. Contractor's safest, most effective and efficient method of travel shall be utilized for prisoners with known medical conditions. Prisoners requiring medication shall be provided medication at required time intervals while en route and shall be appropriately documented. State reserves the right to review and approve Contractor's methods and procedures.
- 5.7.6. All medical costs arising from illness or disease not caused by Contractor shall be borne by NHD0C.
- 5.7.7. Contractor shall obtain prisoner's medical clearance, if necessary, from the releasing agency.
- 5.7.8. Contractor will use best practice standards in the management and custody of any pregnant residents transported as it pertains to restraints. Examples include - Nonuse of Restraints for Pregnant and Postpartum Incarcerated Individuals (2020) - National Commission on Correctional Health Care and Best Practices in the Use of Restraints with Pregnant Women and Girls Under Correctional Custody | Bureau of Justice Assistance.
- 5.8. Vehicle Specifications
 - 5.8.1. Contractor shall maintain a fleet of vehicles compliant with all applicable United States Department of Transportation (USDOT) regulations and suitable to accomplish the transport services required by this Agreement. All vehicles must be registered and insured. All vehicle maintenance and repairs are the responsibility of Contractor.
 - 5.8.2. Vehicles used in the transport of prisoners shall at all times be currently licensed, in good and safe operating condition.
 - 5.8.3. Vehicles used in the transport of prisoners shall be equipped with appropriate security devices, including a barrier between the transport agent(s) and the prisoner(s) and an appropriate communication system.
 - 5.8.4. Vehicles used in the transport of prisoners must include federally approved transportation restraints, seatbelts, and medical emergency kits sufficient for the exact number of anticipated prisoners to be transported.
 - 5.8.5. Vehicles used in the transport of prisoners must be compartmentalized to separate male and female and juvenile prisoners.
 - 5.8.6. Vehicles used in the transport of prisoners shall have operating air conditioning and heating for the entire vehicle.
 - 5.8.7. Vehicles used in the transport of prisoners shall carry safety equipment such as first aid kits, fire extinguisher, safety triangles, etc.
 - 5.8.8. Vehicles used in the transport of prisoners shall be equipped with sufficient storage to secure personal property of prisoners being transported.
 - 5.8.9. A minimum of three (3) working video cameras with secure recording equipment, and with a minimum of 7-day recording retention.

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- 5.8.10. Global Positioning System (GPS) equipment to allow vehicles to be tracked and located nationwide on a real-time basis.
- 5.8.11. Communication device to allow communication to and from law enforcement agencies or home offices nationwide.
- 5.8.12. Speed limiting devices set to prevent transport vehicles from driving over 70 mph.
- 5.8.13. Compartmentalized prisoner seating with a minimum of three (3) different areas.
- 5.8.14. Food delivery access doors that allow prisoner food service without requiring prisoner ingress and egress doors to be opened.
- 5.8.15. Vehicles available for inspection upon request to ensure compliance with the RFP/Agreement and vehicle requirements.
- 5.8.16. Private prisoner transportation companies are governed by 34 USC 60103 known as "Jenna's Act." The act and accompanying regulations require:
 - Minimum standards for background checks and pre-employment drug testing for potential employees to disqualify persons with a felony conviction or domestic violence conviction.
 - Minimum standards for the length and type of training that employees must undergo before transporting prisoners, not to exceed 100 hours of pre-service training focusing on the transportation of prisoners. Training shall be in the areas of restraint use, searches, use of force, including the use of appropriate weapons and firearms, CPR, map reading, and defensive driving.
 - Restrictions on the number of hours that employees can be on duty during a given period of time. Such restrictions shall not be more stringent than current applicable rules and regulations concerning hours of service promulgated under the Federal Motor Vehicle Safety Act.
 - The officer to prisoner ratio cannot exceed two (2) agents for every six (6) prisoners.
 - Minimum standards for employee uniforms and identification that require wearing a uniform with a badge or insignia identifying the employee as a transportation officer.
 - Minimum requirements for the restraints that must be used when transporting prisoners, to include leg shackles and double-locked handcuffs, when appropriate.
- 5.8.17. U.S. Department of Transportation Statutes and Regulations (USDOT): A company is required by the Federal Motor Carrier Safety Administration (FMCSA) to obtain a USDOT Number (USDOT #) and comply with federal regulations if the company is in the business of transporting inmates, and the following applies:
 - Has a gross vehicle weight rating or gross combination weight rating, or gross vehicle weight or gross combination weight of 4,536 kg (10,001 pounds) or more, whichever is greater; or
 - Is designed or used to transport more than 8 passengers (including the driver) for compensation; or is designed or used to transport more than 15 passengers, including the driver, and is not used to transport passengers for compensation.
- 5.9. Records Specifications
 - 5.9.1. Contractor shall maintain a transit log of each transport that shall be delivered with the prisoner. The transit log shall contain the following information: Prisoner name, pick-up location, beginning mile, ending mile, signature of prisoner at end of trip, prisoner medical/medication information, and prisoner activities (meals, rest stops, stretch breaks, and rest overnight).

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- 5.9.2. Contractor shall maintain State and prisoner records and transport plans in a confidential manner.
- 5.9.3. Contractor shall keep and maintain proper and complete book, records, and accounts, which shall be open at all reasonable times for inspection by the State.
- 5.9.4. Contractor shall retain all records relating to this Agreement for at least five (5) years after its termination or cancellation or until any related pending proceeding or litigation has been closed.
- 5.9.5. Invoices for services performed shall be complete and itemized with line-item detail of services rendered.
- 5.10. **Contractor Minimum Standard:** Prisoner transportation company should be a SATISFACTORY RATING with the Department of Transportation (DOT).
- 5.10.1. Any company that has been in business for a minimum of 1.5 years should have its initial Safety Inspection completed by the DOT. Therefore, any prisoner transportation company should have a Safety Rating if they are operating legally after two years unless some extenuating circumstances are present. Because of this, most agencies require a minimum of 3 years in business to bid on a contract before they consider using them as a service provider.
- 5.10.2. **Electronic Logging Devices (ELD)**
The Department of Transportation and the FMCSA, as required by MAP-21, § 395.8(a)(1), directs a motor carrier operating CMVs to install and require each of its drivers to use an ELD to record the driver's duty status no later than December 18, 2017.
- 5.10.3. This system is used to measure drivers' duty time to ensure the company is compliant with the laws governing the safety of interstate commerce and the safe transportation of passengers.
- 5.10.4. The *Company Snapshot* is a concise electronic record of a company's identification, size, commodity information, and safety record, including the safety rating, a roadside out-of-service inspection summary, and crash information. The *Company Snapshot* is available via an ad-hoc query (one carrier at a time) free of charge.
- 5.10.5. You can check a company's Safety Rating on the Company Snapshot Page: safer.fmcsa.dot.gov/CompanySnapshot.aspx.
- 5.11. **Vendor Sign-In Sheet:** Contractor's staff shall be expected to show company identification, and sign-in and out of the corresponding facility receiving services. At a minimum, Contractor's 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.
6. **General Service Provisions**
- 6.1. **Rules and Regulations:** The Contractor agrees to comply with all Policy and Procedure Directives of the NHD0C. The Contractor shall adhere to the NHD0C Administrative Rules, Conduct and Confidentiality of Information policies.
- 6.2. **Additional Facilities:** Upon agreement of both parties, additional facilities belonging or associated to the NHD0C may be added to this Agreement.
- 6.3. **Licenses, Credentials and Certificates:** The Contractor shall ensure NH State licensed professionals provide the services required. The Contractor and its staff shall possess the credentials, licenses and/or certificates required by law and regulations to provide such services.

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- 6.3. **Tool Inventory:** Any tools to include equipment that the contractor/subcontractor needs to perform the required services shall be inspected and inventoried before entering and leaving the facility.
- 6.4. **Admittance:** The NHDOC may, at its sole discretion, remove from or refuse admittance to any NHDOC facility any person providing services under an Agreement 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.
- 6.5. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of a business conducted by the contractor.

7. Other Agreement Provisions

7.1. 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>.

7.2. 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 this Agreement, Contractor may gain access to information of the patients, including confidential information or PHI. Contractor shall not use information developed, or obtained during the performance of, or acquired or developed by reason of this Agreement, except as is directly connected to and necessary for Contractor's performance under this Agreement.

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

All financial, statistical, personnel and/or technical data supplied by NHDOC to Contractor are confidential. 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 Contractor, or any individual or entity in Contractor's charge or employ, will be considered a violation of this agreement and may result in termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

7.3. 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 Contractor and sub-contractor(s) and agents of 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>.

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- 7.4. 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>.
- 7.5. Criminal Justice Information Services (CJIS) Security Policy
The essential premise of the CJIS Security Policy is to provide appropriate controls to protect the full lifecycle of CJIS, whether at rest or in transit. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage and destruction of CJIS. 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: <https://www.corrections.nh.gov/resources/bids-contracts/rfp-resources>.
- 7.6. Vendor Employee Information/Background Checks
Vendor shall be responsible for obtaining a criminal background check from NHD0C to include fingerprinting on all potential employees assigned by Vendor and/or sub-contractor(s) to provide services at NHD0C. Upon award of an Agreement, NHD0C Warden, or designee, will notify the selected Vendor of the procedures to obtain background checks and fingerprinting. Vendor and/or sub-contractor employee hiring status shall be contingent upon receipt of a criminal background check and fingerprinting report(s) from the NH Department of Safety (NHDOS) to NHD0C and a procedural review of said reports by NHD0C.
- 7.7. NHD0C will notify Vendor of any potential Vendor and/or sub-contractor employee who does not comply with the criteria identified below.
- In addition, Vendor and/or sub-contractor(s) shall not hire employees meeting the following criteria:
- a. Individuals convicted of a felony shall not be permitted to provide services;
 - b. Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
 - c. 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 Commissioner, or designee, of NHD0C;
 - d. Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;
 - e. Individuals whose professional licenses and/or certification have been revoked and reinstated from other states and/or the State of NH;
 - f. Individuals with a history of drug diversion;
 - g. Individual staff on the National Offender Database;
 - h. Individuals who were a former State of NH employee and/or former contracted employee that were dismissed for cause or resigned or retired pending results of investigation;
 - i. Individuals previously employed with NHD0C without prior approval of NHD0C; and

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CONTRACT NHDOC 2025-10*

- j. Relatives, or associates of people currently incarcerated or under Departmental supervision (probation or parole) may not be permitted to provide services without prior approval by NHDOC.
- k. NHDOC reserves the right to conduct further review of any candidate and decline clearance.

8. Change of Ownership

In the event that Contractor should change ownership for any reason whatsoever, NHDOC shall have the option of continuing under this Agreement with Contractor or its successors or assigns for the full remaining term of this Agreement, continuing under this Agreement with Contractor or, its successors or, assigns for such period of time as determined necessary by NHDOC, or terminating this Agreement.

9. Contractor Designated Liaison

9.1. Contractor shall designate a representative to act as a liaison between Contractor and NHDOC throughout the term of this Agreement and any extensions thereof.

9.2. Any written notice to Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by Contractor under this paragraph.

9.3. 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 NHDOC actually receives notice of this change.

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

10. Contractor Liaison's Responsibilities

Contractor's designated liaison shall be responsible for:

- a. Representing Contractor on all matters pertaining to this agreement and any extensions thereof. Such a representative shall be authorized and empowered to represent Contractor regarding any and all aspects of this Agreement and any extensions thereof.
- b. Monitoring Contractor's compliance with the terms of this Agreement and any extension thereof.
- c. Receiving and responding to all inquiries and requests made by NHDOC in the time frames and format specified by NHDOC in this RFP and in this Agreement and any extensions thereof; and
- d. Meeting with representatives of NHDOC on a periodic or as-needed basis to resolve issues, which may arise.

11. NH Department of Corrections Contract Liaison Responsibilities

NHDOC Warden, or designee, shall act as liaison between Contractor and NHDOC for the duration of this Agreement and any extensions thereof. NHDOC reserves the right to change its representative, at its sole discretion, during the term of this Agreement and shall provide Contractor with written notice of such change. NHDOC representative shall be responsible for:

- 11.1. Representing NHDOC on all matters pertaining to this Agreement. The representative shall be authorized and empowered to represent NHDOC regarding all aspects of this Agreement, subject to the approval of Governor and Executive Council of the State of New Hampshire.
- 11.2. Monitoring compliance with the terms of this Agreement.
- 11.3. Responding to all inquiries and requests related to this Agreement made by Contractor, under the terms and in the time frames specified by this Agreement.

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

*State of NH, Department of Corrections
Out of State Prisoner Transport Services
CONTRACT NHD0C 2025-10*

- 11.4. Meeting with Contractor's representative on a periodic or as-needed basis and resolving issues, which arise.
- 11.5. Informing Contractor of any discretionary action taken by NHD0C pursuant to the provision of this Agreement.

12. Reporting Requirements

- 12.1. Contractor shall provide any and all reports as requested on an as-needed basis according to a schedule and format to be determined by NHD0C. It is the intent of NHD0C to work with Contractor so that Contractor can provide any reporting requirements that meets the Department's needs.
- 12.2. Reports and/or information requests shall be forwarded to the NH Department of Corrections' Warden, or designee and mailed to P.O. Box 1806, Concord, NH 03302.

13. Performance Evaluation

NHD0C shall, at its sole discretion monitor and evaluate Contractor's compliance with the terms and conditions of this Agreement throughout the term of this Agreement and any extensions thereof.

- 13.1. NHD0C, Warden or designee, at a minimum of four times a year will assess the performance of the transportation service relative to Contractor's compliance with this Agreement as set forth in this Agreement. Examples of performance include but not limited to:
- 13.2. Request additional reports NHD0C deems necessary for the purposes of monitoring and evaluating the performance of Contractor under this Agreement; and
- 13.3. Review reports submitted by Contractor. NHD0C shall determine the acceptability of the reports. If they are not deemed acceptable, NHD0C shall notify Contractor and explain the deficiencies and the Parties shall work together to determine a mutually agreeable solution.

14. Performance Measures

NHD0C shall, at its sole discretion:

- 14.1. Inform Contractor of any dissatisfaction with Contractor's performance and include requirements for corrective action.
- 14.2. Terminate the Agreement as permitted by law, if NHD0C determines that Contractor:
 - 14.2.1. Does not comply with the terms of the Agreement.
 - 14.2.2. Contractor shall fully coordinate the performance activities of the Agreement with those of NHD0C. As the work of Contractor progresses, advice and information on matters covered by the Agreement shall be made available by Contractor to NHD0C as requested by NHD0C throughout the effective period of the Agreement.

15. Bankruptcy or Insolvency Proceeding Notifications

- 15.1. Upon filing for any bankruptcy or insolvency proceeding by or against Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, Contractor must notify NHD0C immediately.
- 15.2. Upon learning of the actions herein identified, NHD0C reserves the right at its sole discretion to either cancel this Agreement in whole or in part or re-affirm this Agreement in whole or in part.

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*State of NH, Department of Corrections
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CONTRACT NHDOC 2025-10*

16. Embodiment of the Agreement

In the event of a conflict in language between the documents referenced below, the provisions and requirements set forth and/or referenced in the negotiated document noted in 16.1.1. shall govern. NHDOC reserves the right to clarify any contractual relationship in writing with the concurrence of Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or Contractor's Proposal and/or the result of this Agreement.

16.1. Order of Precedence:

- 16.1.1. NH Department of Corrections Agreement NHDOC 2025-10.
- 16.1.2. NH Department of Corrections RFP NHDOC 2025-10.
- 16.1.3. Proposer's Response to RFP NHDOC 2025-10.
- 16.1.4. Negotiated Exceptions to Terms and Conditions to RFP NHDOC 2025-10, if applicable.

17. Cancellation of Agreement

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

- 17.1. NHDOC reserves the right to terminate this Agreement without penalty or recourse by giving Contractor a written notice of such termination at least sixty (60) days prior to the effective termination date.
- 17.2. Either Party reserves the right to cancel this Agreement for the convenience of the State with no penalties by giving Contractor sixty (60) days' notice of said cancellation.

18. Notification to Contractor

NHDOC shall be responsible for notifying Contractor, in writing of any policy or procedural changes affecting the services performed hereunder at least thirty (30) days before the implementation of such policy or procedure. Contractor shall implement the changes on the date specified by NHDOC.

19. Additional Information

- 19.1. In performing its obligations under this Agreement, Contractor may gain access to information of the prisoners/patients/non-adjudicated prisoners including confidential information. Contractor shall not use information developed or obtained during the performance of, or acquired, or developed by reason of this Agreement, except as is directly connected to and necessary for Contractor's performance under this Agreement.
- 19.2. Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the prisoners/patients/non-adjudicated prisoners that becomes available to Contractor in connection with its performance under this Agreement.
- 19.3. In the event of unauthorized use or disclosure of the prisoners/patient/non-adjudicated prisoner information, Contractor shall immediately notify NHDOC.
- 19.4. All material developed or acquired by Contractor, as a result of work under this Agreement shall become the property of the State of New Hampshire. No material or reports prepared by Contractor shall be released to the public without the prior written consent of NHDOC.
- 19.5. All financial, statistical, personnel and/or technical data supplied by NHDOC to Contractor are confidential. Contractor is required to use reasonable care to protect the confidentiality of such

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

*State of NH, Department of Corrections
Out of State Prisoner Transport Services
CONTRACT NHD0C 2025-10*

data. Any use, sale or offering of this data in any form by Contractor, or any individual or entity in Contractor's charge or employ, will be considered a violation of this Agreement and may result in Agreement termination.

20. Contractor Personnel

Contractor shall guarantee that all personnel providing the services required by this Agreement are qualified to perform their assigned tasks.

21.1. NHD0C 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 Contractor's management, supervisory, or key professional personnel, who directly impact the deliverables to be provided under this Agreement.

21.2. If a sub-contractor(s) is/are to be used for any portion of the services provided, prior approval from NHD0C shall be required. Notification to the Department shall include the name of the subcontractor, brief company profile and a description of the services/functions being sub-contracted.

21. Non-Exclusive Contract

NHD0C reserves the right, at its discretion, to retain other Contractors 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 this Agreement.

The remainder of this page is intentionally blank.

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*State of NH, Department of Corrections
Out of State Prisoner Transport Services
CONTRACT NHD0C 2025-10*

EXHIBIT C - ESTIMATED BUDGET/METHOD OF PAYMENT

The following is a description of the Method of Payment and Agreement Price for Contractor.

1. ESTIMATED BUDGET (Cost Proposal)

Service Fee Schedule Period: Upon Governor and Executive Council approval through ~~June 30, 2029~~ June 30, 2028 Initial: **JG**

Item	Description	Unit	Unit Price
1	Resident Ground Transportation (Inclusive of all fees, meals, fuel, tolls and etc.)	Mile	\$
2	Air Extradition (inclusive of all fees, meals, fuel and etc.)	Mile	\$

2. METHOD OF PAYMENT:

- 2.1. Contractor shall provide itemized invoices, commencing thirty (30) days after the start of service. Contractor shall submit all invoices to NHD0C in a timely manner.
- 2.2. Invoices shall be sent to the NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302, or designee, for approval. The "Bill To" address on the invoice shall be NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302. NHD0C will accept invoices in electronic format to expedite payment to: DOC-Financialservices@DOC.nh.Gov.
- 2.3. NHD0C may adjust the payment amount identified on Contractor's invoice if an invoice is not submitted in accordance with the instructions established by the NHD0C.
- 2.4. NHD0C Bureau of Financial Services may issue payment to Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall contain the following information:
 - 2.4.1. Invoice date, invoice number, and facility;
 - 2.4.2. Quantity and description of services rendered;
 - 2.4.3. Dates of said services; and
 - 2.4.4. Itemized service total charge.
- 2.5. Contractor shall not invoice Federal Tax. The State's tax-exempt certificate number is 026000618.

The remainder of this page is intentionally blank.

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U.S. CORRECTIONS
YOUR #1 CHOICE FOR INMATE TRANSPORTATION

PO BOX 171078
NASHVILLE, TN 37217
PH: 615.352.9798
FAX: 615.352.9737
info@prisonertransport.net

April 1st, 2025

**State of New Hampshire Department of Corrections
RFP NH DOC 2025-10 Out of State Prisoner Transport Services**

RE: Detailed Cost Proposal

Please note that on March 25, 2020, we temporarily closed our ground network due to the COVID-19 Pandemic. We currently operate with a Limited Ground Network due to housing facility constraints and adherence to Federal DOT regulations. For transportation needs outside these areas, we offer Air Extradition and Air to Ground Flex services.

Item 1: Ground Rate Per Mile: \$1.25 per mile.

Ground Minimum Trip Fee: \$800.00

- Please note that currently we are unable to provide NH DOC with ground transport.

Item 2: Air Extraditions - 400 Miles or Less:

- 1-Agent Moves: \$3,050.00
- 2-Agent Moves: \$3,850.00

Item 3: Air Extraditions - Over 400 Miles

- 1-Agent Moves: \$4,250.00
- 2-Agent Moves: \$6,750.00

Limited Ground Network Service Area States Include:

- Kentucky
- Tennessee
- Georgia
- Florida
- Alabama
- Mississippi
- Louisiana
- North Carolina
- South Carolina
- Ohio
- Indiana
- Illinois
- Minnesota
- Wisconsin
- Arkansas (Partial, View Phase III Map Available Upon Request)
- Michigan (Partial, View Phase III Map Available Upon Request)
- Texas* (Intrastate & Interstate, Partial, View Phase III Map Available Upon Request)

Custom/Restricted/Special Requests: Case by Case

Medical and Custom Transports: Case by Case

Medical Conditions that exclude persons from ground transport eligibility include, but are not limited to, the following:

1. Cardiovascular problems requiring medication or prescribed procedures.
2. Diabetics whereby prescribed medication must be injected and/or refrigerated.
3. Epilepsy whereby seizure activity is not adequately controlled.
4. Pregnancy.
5. Fractured bones require casts or braces designed to immobilize injured areas.
6. Critical wounds.
7. Communicable diseases or any other medical condition that may place the passengers, transport personnel and other passengers at risk.
8. HIV positive or AIDS.
9. Inmates more than 280lbs will require an additional charge for transport.
10. Offenders over the age of 65.

Restricted/Special Requests include: - Release Dates, Court Dates, Specific Pick-up/Drop-off, IAD

Custom Transport: Any non-standard transport that would require special concessions to be made to safely transport the offender.

Please note that US Corrections reserves the right to refuse any transport.

Thank you again for your consideration.

Best,

Tanisha Cheek
Director of Sales & Contracts
U.S. Corrections
Phone: 615-352-9798 Ext:114
Fax: 615-352-9737
tcheek@prisonertransport.net



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 US CORRECTIONS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on February 15, 2025. 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: 984604

Certificate Number: 0007148321



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,

this 3rd day of April A.D. 2025.

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

David M. Scanlan
Secretary of State

Certificate of Authority # 1

(Corporation or LLC- Contract Specific, Date Specific)

Corporate Resolution

I, Joel Brasfield, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)

US Corrections, LLC. I hereby certify the following is a true copy of a
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on 10/01/2016
at which a quorum of the Directors/shareholders were present and voting. (Month) (Day) (Year)

VOTED: That Joel Brasfield President (may list more
than (Name) (Title)

one person) is duly authorized to enter in contracts or agreement on behalf of

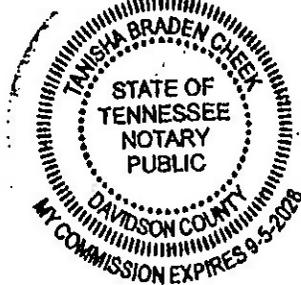
US Corrections, LLC. with the State of New Hampshire
(Name of Corporation or LLC)

and any of its agencies or departments and further is authorized to execute any documents which may in
his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of
the date of the contract to which this certificate is attached. I further certify that it is understood that the State of
New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the
position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits
on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all
such limitations are expressly stated herein.

DATED: 4/04/2025

ATTEST: Tanisha Check, Business Development Director
(Name and Title)



State of:	<u>TENNESSEE</u>
County of:	<u>DAVIDSON</u>
The foregoing instrument was acknowledged before me	<u>4th</u> day of <u>April</u> , <u>2025</u>
	<u>Tanisha Inada Check</u>
Notary Public	
My Commission Expires	<u>09/05/2028</u>



USCORE-01

SUZI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/7/2025

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 Earl Bacon Agency, Inc. Post Office Box 12039 Tallahassee, FL 32317	CONTACT NAME PHONE (A/C, No, Ext): (850) 878-2121 FAX (A/C, No): (850) 878-2128 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td colspan="2">INSURER A: Upland Specialty Insurance Company</td> <td style="text-align: center;">16988</td> </tr> <tr> <td colspan="2">INSURER B: Florida Automobile JUA</td> <td style="text-align: center;">99999</td> </tr> <tr> <td colspan="2">INSURER C: James River Insurance Company</td> <td style="text-align: center;">12203</td> </tr> <tr> <td colspan="2">INSURER D:</td> <td></td> </tr> <tr> <td colspan="2">INSURER E:</td> <td></td> </tr> <tr> <td colspan="2">INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Upland Specialty Insurance Company		16988	INSURER B: Florida Automobile JUA		99999	INSURER C: James River Insurance Company		12203	INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						
INSURED U.S. Corrections, LLC 4160 Dow Road Ste. 1 Melbourne, FL 32934																						

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 INSR	SUBR WVD	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:	X		USPGL0032724	8/3/2024	8/3/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 0</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COM/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 0	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COM/OP AGG	\$ 2,000,000
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>PER STATUTE</td><td>OTH-ER</td></tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$</td></tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$				
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E.L. DISEASE - POLICY LIMIT	\$																		
C	Hired Auto Liability			CA43601231-05	3/10/2025	3/10/2026	PER OCCURENCE 1,000,000												
C	Excess Over Hired AL			00100816-6	3/10/2025	3/10/2026	PER OCCURENCE 500,000												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Professional Liability (E&O)
 \$3,000,000 per occurrence/\$3,000,000 aggregate
 8/3/24-8/3/25/Pol #VNPL016897/Gemini Insurance Co.

CERTIFICATE HOLDER

CANCELLATION

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

ACORD 25 (2016/03)

© 1988-2016 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

Date
4/8/2025

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

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 policies below.

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Coverages

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. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits																
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence \$ Damage to rented premises (EA occurrence) \$ Med Exp \$ Personal Adv Injury \$ General Aggregate \$ Products - Comp/Op Agg \$																
		AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident) \$ Bodily Injury (Per Person) \$ Bodily Injury (Per Accident) \$ Property Damage (Per Accident) \$																
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made Deductible				Each Occurrence \$ Aggregate \$																
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2025	01/01/2028	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 65%;">WC Statutory Limits</td> <td style="width: 10%;"></td> <td style="width: 20%; text-align: center;">OTHER</td> </tr> <tr> <td></td> <td>E.L. Each Accident</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Ea Employee</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Policy Limits</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/>	WC Statutory Limits		OTHER		E.L. Each Accident		\$1,000,000		E.L. Disease - Ea Employee		\$1,000,000		E.L. Disease - Policy Limits		\$1,000,000
<input checked="" type="checkbox"/>	WC Statutory Limits		OTHER																			
	E.L. Each Accident		\$1,000,000																			
	E.L. Disease - Ea Employee		\$1,000,000																			
	E.L. Disease - Policy Limits		\$1,000,000																			
Other		Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616																				

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 81-67-864

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":
U.S. Corrections LLC

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s).
 Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.
 A list of the active employee(s) leased to the Client Company can be obtained by emailing a request to certificates@lioninsurancecompany.com

Project Name:
 ISSUE 04-07-25 (KD). REISSUE 04-08-25 (BP)

CERTIFICATE HOLDER
 NH DEPARTMENT OF CORRECTIONS

 P.O. BOX 1806
 CONCORD, NH 03302

Begin Date: 12/30/2024

CANCELLATION
 Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

[Signature]

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.

Joel Brasfield
Name



Signature

04.04.2025
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.

Joel Brasfield
Name



04.04.2025
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.

Joel Brasfield
Name



04.04.2025
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 L. 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.

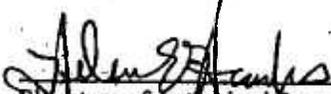
d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA and the Privacy and Security Rule.

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

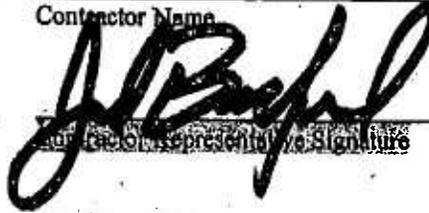

Signature of Authorized Representative

Helen E. Hanks
Authorized DOC Representative Name

Commissioner
Authorized DOC Representative Title

4/18/2025
Date

US Corrections, LLC.
Contractor Name


Authorized Contractor Representative Signature

Joel Brasfield
Authorized Contractor Representative Name

President and general Counsel
Authorized Contractor Representative Title

04.04.2025
Date



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION
P.O. BOX 1806
CONCORD, NH 03302-1806
803-271-5810 FAX: 888-808-8609
TDD ACCESS: 1-800-785-2964
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:

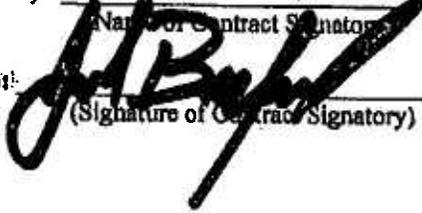
- Contractor/subcontractor misconduct
- Contractor/subcontractor harassment, assault of a resident

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): Joel Brasfield

Date: 04.04.2025

Signature: 

(Signature of Contractor 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 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 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: Joel B. [Signature]

Date: 4.4.2025

Signature: [Signature]

Company/Organization: US Corrections

¹ All Departments Cover under NH Department of Corrections employees

File: peritions

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Tanisha B. Cheek
Printed Name/Signature of Contractor Employee

4.4.2025
Date

Joel Brasfield
Printed Name/Signature of Contractor Representative

04.04.2025
Date

President and General Counsel
Organization and Title of Contractor Representative