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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

William L. Wrenn  
Commissioner  
Bob Mullen  
Director

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October 10, 2012

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

Retroactive/sole source

**REQUESTED ACTION**

Authorize the New Hampshire Department of Corrections to enter into a **retroactive, sole-source** contract with the University of Cincinnati, (VC # 227275), Cincinnati, OH in the amount of \$108,000.00 which will provide the technical assistance and training for parole board members, Parole/Probation and Community Corrections staff in the latest effective approaches to manage re-entering offenders, for the period beginning July 1, 2012 through May 31, 2013, effective upon Governor and Executive Council approval. 100% Agency Income (federal funds at origin).

Funding for this contract is available in account, Justice Reinvestment Phase II, Accounting Unit 02-46-46-460510-33070000 Department of Corrections, Corrections Grants, Justice Reinvestment Phase II, as follows:

University of Cincinnati		
Account:	Description:	SFY2013
102-500731	Contracts for Program Services	\$108,000.00
Total Contract Amount:		\$108,000.00

**EXPLANATION**

This contract is **retroactive** due to administrative delays negotiating the contractor's insurance provisions, the Sub grantor's grant project end date, and the terms and conditions of the contract. Several prearranged trainings sessions have been postponed due to contractual execution delays. Further training postponements would jeopardize the NH Department of Corrections and the University of Cincinnati's ability to provide and complete all training sessions prior to the sub grant project end date.

This contract is **sole-source** because the University of Cincinnati, Center for Criminal Justice Research, developed the Ohio Risk Assessment System (ORAS) and the training associated with ORAS, a risk/needs assessment tool for adult offenders. The University of Cincinnati also developed the training for the Effective Practices in Community Supervision (EPICS), which trains correctional staff on the application of the principles of effective intervention, behavior modification and core correctional practices specific to community supervision practices. Due to the fore mentioned reasons, the University of Cincinnati was identified as a sole-source vendor by the New Hampshire Department of Corrections Justice Reinvestment Core Implementation plan in the sub grant proposal, as there are no comparable consultants qualified to deliver the ORAS and EPICS trainings.

In 2010 the New Hampshire General Court approved the criminal justice legislation SB 500, the Justice Reinvestment Act, which was designed to implement changes in the probation, parole, and sentencing of certain offenders in an effort to increase public safety, strengthen supervision of parolees, and decrease the prison population and corrections costs by lowering the State's recidivism rate. In 2011 the New Hampshire Legislature approved SB 52 which modified some of the policies under SB 500 by giving greater discretion to the Parole Board.

The New Hampshire Department of Corrections has been awarded a sub grant from the Council of State Governments (CSG), a nonprofit agency, which provides Justice Reinvestment Technical Assistance for State Governments. Funds for this grant were made available through the U.S. Department of Justice, Bureau of Justice Assistance and through the partnership with CSG will provide technical assistance in implementing the policies of SB 500 and SB 52 and continue the development of New Hampshire's Justice Reinvestment Initiative.

The University of Cincinnati will provide on-site training for administrators, probation/parole officers, and corrections counselors/case managers regarding offender risk/needs assessment, case management, correctional classification, staff skill building, and best practices. Trainings will be held on both the Ohio Risk Assessment System and the Effective Practices in Community Supervision programs. Technical assistance will entail customized consultation with Parole Board personnel regarding best practices in re-entry case management.

To ensure the New Hampshire Department of Corrections will sustain the learned skills, the University of Cincinnati will provide Train the Trainer (TOT) sessions for both the EPICS and ORAS programs, which will certify in-house staff to provide future training.

Respectfully Submitted,



William L. Wrenn  
Commissioner

Subject: Development and Provision of On-Site Training FORM NUMBER P-37 ( version 1/09)

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address 105 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name University of Cincinnati		1.4 Contractor Address Sponsored Research Serv., 51 Goodman Dr., Cincinnati, OH	
1.5 Contractor Phone Number 513-558-5540	1.6 Account Number	1.7 Completion Date May 31, 2013	1.8 Price Limitation \$108,000.00
1.9 Contracting Officer for State Agency William L. Wrenn, Commissioner		1.10 State Agency Telephone Number 603-271-5603	
1.11 Contractor Signature <i>Mary Ucci</i>		1.12 Name and Title of Contractor Signatory Mary Ucci, Director, Grant Administration	
1.13 Acknowledgement: State of <u>OHIO</u> , County of <u>Hamilton</u> On <u>10/8/12</u> , before the undersigned officer, personally appeared <u>Mary Ucci</u> identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that she executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Charlene Walker</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>CHARLENE WALKER Notary</u>			
1.14 State Agency Signature <i>William L. Wrenn</i>		1.15 Name and Title of State Agency Signatory William L. Wrenn, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Mike Brown</i> On: <u>Oct 17, 2012</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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Date 10/8/12

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
  - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
  - 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

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Date 10/8/12

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

## Exhibit A

### BACKGROUND

#### PHASE I – Legislative Action:

In April 2010, the New Hampshire General Court approved the criminal justice legislation SB 500, the Justice Reinvestment Act, which was designed to implement changes in the probation, parole and sentencing of certain offenders in an effort to increase public safety, strengthen community supervision of the parolees, and decrease the prison population and corrections costs by lowering the State's recidivism rate. In 2011, the NH Legislature approved SB 52 which modified some of the policies under SB 500 by giving greater discretion to the Parole Board.

#### PHASE II – Implementation & Capacity Building Plan:

The New Hampshire Department of Corrections is a sub-recipient of a pass through grant from the Council of State Government (CSG) from the U.S. Department of Justice, Bureau of Justice Assistance. It is through this partnership that CSG will provide technical assistance to help implement the policies of SB 500 and SB 52 in an effort to continue the development of a capacity building strategy of New Hampshire's Justice Reinvestment Initiative.

### SCOPE OF SERVICES

The following is a description of the scope of services to be provided by the University of Cincinnati (UC) in the development and provision of on-site training for administrators, probation and parole officers, and corrections counselors/case managers regarding offender risk/needs assessment, case management, correctional classification, staff skill building, and best practices. The training will consist of two major practical tools and skills, Effective Practices in Community Supervision (EPICS) and the Ohio Risk Assessment System (ORAS) programs. The technical assistance will consist of customized consultation with the Parole Board regarding best practices in reentry case management.

The EPICS training will teach probation/parole officers, case managers, and other applicable staff how to apply the principles of effective intervention, behavior modification and core correctional practices specifically to community supervision practices. The ORAS training is a dynamic risk/needs assessment tool for adult offenders. The ORAS training will teach staff how to classify the risk level of offenders while identifying criminogenic needs, barriers to programming, and the likelihood of recidivism.

To assure the New Hampshire Department of Corrections' (NHDOC) ability to sustain the learned skills, UC will provide train the trainer (TOT) training for both the EPICS and ORAS programs which will certify in-house staff to provide future training. Services for each program will include, but not limited to, the following:

1. *Training Preparation:* Development of specialized modules and activities to include pre-training and pre-TOT conference calls, printing, gathering and shipping of various training manuals and training materials to the New Hampshire Department of Corrections;
2. *Conduct Training:* Deliverance of on-site training to participants and train the trainers;
3. *Coaching:* To review and provide individual and group feedback to the participants and the trainers on the use of the program modules;
4. *Feedback:* UC will participate in post-training conference calls to the NH Department of Corrections to provide feedback on the participants' and trainer skills relating to the ORAS program and training;
5. *Incidentals* shall consist of airfare, hotel and car rental;
6. *Supplies* shall consist of workbooks, manuals and digital recorders; and
7. *Contract Period* shall be for the period beginning July 1, 2012 through May 31, 2013.

Vendor Initials: *MU*  
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**Exhibit B**

**METHOD OF PAYMENT AND CONTRACT PRICE**

The following is a description of the contract price and method of payment for the development and provision of on-site based training services.

1. Original invoices shall be submitted by the contractor to the NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302.
2. The NH DOC, Bureau of Financial Services, will remit payment within thirty (30) days upon an approved invoice by the Bureau of Financial Services.
3. The contract service fee for the development and delivery of two EPICS correctional staff skills-development trainings and one EPICS train the trainer training module shall not exceed seventy-two thousand dollars (\$72,000.00):

University of Cincinnati School of Criminal Justice					
Module	Days of Training	Trainers	Sessions	Rate	Ext. Cost
1. EPICS Initial Training					
a. Training Preparation	2	2	2	\$ 513.64	\$ 4,109.10
b. Conduct Training	3	2	2	\$ 513.64	\$ 6,163.64
c. Coaching	6	2	2	\$ 513.64	\$ 12,327.29
d. Incidentals					\$ 6,800.00
e. Supplies					\$ 6,600.00
					\$ 36,000.00
2. EPICS Train the Trainer					
a. Training Preparation	5	2	1	\$ 638.13	\$ 6,381.30
b. Conduct Training	8	2	1	\$ 638.13	\$ 10,210.08
c. Coaching	7	2	1	\$ 638.13	\$ 8,933.82
d. Incidentals					\$ 7,175.00
e. Supplies					\$ 3,300.00
					\$ 36,000.00
<b>Total EPICS Initial &amp; TOT Training (rounded to nearest dollar):</b>					<b>\$ 72,000.00</b>

Vendor Initials: *MR* 10/8/12

**Exhibit B**

**METHOD OF PAYMENT AND CONTRACT PRICE**

4. The contract service fee for the development and delivery of two ORAS correctional staff skills-development trainings and one ORAS train the trainer training module shall not exceed thirty-six thousand dollars (\$36,000.00):

University of Cincinnati School of Criminal Justice					
Module	Days of Training	Trainers	Sessions	Rate	Ext. Cost
1. ORAS Initial Training					
a. Training Preparation	2	2	2	\$ 625.00	\$ 5,000.00
b. Conduct Training	3	2	2	\$ 625.00	\$ 7,500.00
c. Feedback	1	2	2	\$ 625.00	\$ 2,500.00
d. Incidentals					\$ 3,600.00
e. Supplies					\$ 1,400.00
					\$ 20,000.00
2. ORAS Train the Trainer					
a. Training Preparation	2	2	1	\$ 571.25	\$ 2,285.00
b. Conduct Training	5	2	1	\$ 571.25	\$ 5,712.50
c. Feedback	3	2	1	\$ 571.25	\$ 3,427.50
d. Incidentals					\$ 3,775.00
e. Supplies					\$ 800.00
					\$ 16,000.00
<b>Total ORAS Initial &amp; TOT Training</b>					<b>\$ 36,000.00</b>

5. The total estimated contract price for the development and delivery of two correctional staff skills-development training and one train the trainer training EPICS and ORAS modules shall not exceed one hundred eight thousand dollars (\$108,000.00).

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**Exhibit C**

**SPECIAL PROVISIONS**

The following is a description of the special provisions for the development and provision of on-site based training services.

1. Amend section 4, Conditional Nature of Agreement, by modifying the second sentence to read as follows, "In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor *thirty (30) days prior written* notice of such termination."
2. Amend section 5, Contract Price/Price Limitation/Payment, by modifying 5.2 by changing the last sentence to read as follows, "The State shall have no liability to the Contractor *for services provided under this Agreement* other than the contract price."
3. Amend section 5, Contract Price/ Price Limitation/Payment, by deleting 5.3 in its entirety.
4. Amend section 6, Compliance by Contractor with Laws and Regulations/Equal Employment Opportunity, by modifying 6.1 by deleting "state, county or municipal" from the first sentence.
5. Amend section 6, Compliance by Contractor with Laws and Regulations/Equal Employment Opportunity, by modifying 6.3 by deleting "State of New Hampshire or the" from the first sentence.
6. Amend section 7, Personnel, to insert an additional sentence at the end of 7.3, as follows, "Nothing herein shall prohibit the parties from pursuing legal or equitable remedies in a court of competent jurisdiction."
7. Amend section 8, Event of Default/Remedies, by modifying 8.2.2 to read as follows, "give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that, *except for non-cancellable obligations incurred before the Event of Default*, 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. Amend section 9, Data/Access/Confidentiality/Preservation, by deleting the original language in 9.3 and inserting in its place the following, "Confidentiality of data shall be governed by the laws applicable to the State and Contractor. In the event that Contractor is legally required to disclose State's information, Contractor shall give sufficient notice to allow State to contest such disclosure."
9. To delete section 13, Indemnification, of the original P-37 contract, and insert in its place "The University of Cincinnati will be responsible for the acts and omissions of its employees and agents arising hereunder. The University of Cincinnati maintains a comprehensive program of self-insurance and commercially purchased insurance, covering property, casualty and liability exposures to the University of Cincinnati and its employees, agents and volunteers, while acting on the University of Cincinnati's behalf."
10. Amend the Insurance provision in section 14.1.1 of the original P-37 contract by deleting "\$2,000,000.00" per occurrence and general aggregate and inserting in its place "\$1,000,000.00" per occurrence and general aggregate.

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**Exhibit C**

**SPECIAL PROVISIONS**

11. Amend section 14, Insurance, by deleting 14.2 and inserting in its place "The University of Cincinnati maintains a comprehensive program of self-insurance and commercially purchased insurance, covering property, casualty and liability exposures to the University and its employees, agents and volunteers, while acting on the University's behalf."
12. Amend section 14, Insurance, by deleting 14.3 and inserting in its place "The University of Cincinnati shall furnish to the Contracting Officer identified in block 1.9, or his/her successor, evidence of insurance for all insurance required under this Agreement. The evidence of insurance shall be attached and incorporated herein."
13. Modify the Insurance provision in section 14 of the original P-37 by inserting "14.4 University of Cincinnati agrees to maintain excess liability coverage for the term of this contract, and for any renewal thereof, for no less than the current limit of \$20,000,000.00."
14. Amend section 19, Construction of Agreement and Terms, by deleting section 19 in its entirety.

Vendor Initials: *mu 10/8/12*



Office of General Counsel  
University of Cincinnati  
PO Box 210623  
Cincinnati, OH 45221-0623  
650 University Pavilion  
2618 McMicken Circle  
Phone (513) 556-3483  
Fax (513) 556-3232

August 21, 2012

Mary Ucci  
Director Business Affairs  
Sponsored Research Services - Grants Management  
University of Cincinnati

RE: Delegation of Authority to Execute Grants and Sponsored Contracts

Dear Ms. Ucci:

Effective as of the date of this letter and pursuant to University Rules 10-1-06(E)(1)(b) (ii), 10-1-06(F) and 10-5-01(E)(2)(b), I hereby delegate to you authority to execute grants and sponsored contracts on behalf of the University of Cincinnati during those time periods when the Associate Vice President of Research, Sponsored Research Services is absent from work for one or more days. Such authority will remain in effect until such time as the Associate Vice President of Research returns to work from such absences. The scope of this delegation is limited to signing all grants and sponsored contracts, and all associated documents, necessary to apply for and disperse such grants and sponsored contracts (such as proposals, awards and sub-award agreements), as long as such documents do not require an expenditure of funds by the University of Cincinnati, other than as an incident of performance of the grant or contract. This delegation includes the authority to execute industry sponsored research agreements using the approved industry sponsored research agreement, a copy of which is attached, the form of which may not be altered or amended without the approval of the Office of the General Counsel or the President. Any requests for amendments to the terms found in the approved industry sponsored research agreement or any agreements not using the approved industry sponsored research agreement shall be forwarded to the Office of the General Counsel for assistance with negotiating acceptable terms. Once you have received notice from the Office of the General Counsel that an acceptable agreement has been negotiated, you may sign the agreement.

Additionally, I hereby delegate to you the authority to execute amendments to the existing agreements and sub-award agreements at any time.

This letter supersedes any prior contracting authority delegated to you.

Mary Ucci  
August 21, 2012  
Page 2

Copies of all documents executed by you pursuant to this appointment shall be retained and maintained by you, subject to applicable records retention requirements, together with a log or indexing system approved by the Contracting Officer. Your contracting activities will remain subject to the supervision of the Contracting Officer, who may audit such activities on a periodic basis and take appropriate action in the case of any noted discrepancies.

This delegation of authority may not be further assigned or delegated by you to any other person and will automatically expire on December 31, 2013, unless it is sooner terminated as set forth in University Rules 10-5-01(E)(3) and 10-1-06(F).

Sincerely,



Santa Ono  
President

attachment



**CHARLENE WALKER**  
**NOTARY PUBLIC**

**STATE OF OHIO**

My Comm. Expires Nov. 4, 2015

*Mary Ucci 10/8/12*

- (A) No contract, agreement, promise, bank account, or other undertaking in the name of the university of Cincinnati or purporting to be made for, or on behalf of any college, school, department, division or other part of the university of Cincinnati, shall be made by any of its officers, agents, or employees or by any student, faculty, or alumni organization, enterprise, or association whatever, unless the same shall have been first authorized by the board of trustees of the university or in pursuance of authority conferred by the university rules.
- (B) Whenever the board of trustees shall have authorized or ratified the making of any contract or the execution of a written instrument of any kind involving a sum or sums in excess of five million dollars, the chairperson or in his/her absence a vice chairperson, and in his/her absence the chairperson of the finance and administration committee, shall, without special authorization by the board, execute and deliver such documents as may be necessary or proper for the performance of the university's obligations thereunder. The signature of a vice chairperson to any such writing shall, when attested and authenticated, as provided in these bylaws, be conclusive as to the absence of the chairperson, and the signature of the chairperson of the finance and administration committee to any such writing shall, when attested and authenticated, as provided in these bylaws, be conclusive as to the absence of the chairperson and a vice chairperson. All instruments executed by the chairperson, vice chairperson or chairperson of the finance and administration committee shall be reported by the secretary at the next regular meeting of the board.
- (C) Contracts involving the purchase or sale of operating real estate must be approved by the board of trustees, regardless of amount. Other contracts involving sums of one million nine hundred ninety-six thousand five hundred dollars or less may be executed as follows:
- (D) All non-sponsored contracts, purchase orders, and modifications thereof that require the expenditure of funds by the university of amounts greater than five million dollars shall require prior approval of the board of trustees, and shall be executed by the chairperson, vice chairperson or chairperson of the finance and administration committee as authorized in paragraph (B) of this rule, without further approval, unless execution authority is specifically delegated to the president.

- (E) Contracts other than those for the purchase or sale of operating real estate involving sums of five million dollars or less may be executed as follows:
- (1) Without board of trustees' approval, the president or his/her delegate appointed pursuant to paragraph (F) of this rule shall have the authority to:
    - (a) Approve all budget transfers in undesignated general or auxiliary funds, and all additional appropriations of undesignated general, auxiliary or plant funds in amounts of four million five hundred dollars or less. The four million five hundred thousand dollar limit may be increased to five million dollars with the verbal or written consent of the chairperson of the finance and administration committee or in his/her absence the vice chairperson of the finance and administration committee, which consent when given by the vice chairperson of the finance and administration committee shall, when attested, be conclusively presumed to have been given in the absence of the chairperson of the finance and administration committee. Under normal conditions written approval shall be preferred. The president shall report all such approvals to the board for information at its next regular meeting.
    - (b) Approve and execute
      - (i) Contracts (including term contracts that are the result of ordinary competitive bidding procedure), purchase orders and modifications thereof that require the expenditure of funds by the university of amounts not in excess of four million five hundred thousand dollars; provided that the four million five hundred thousand dollar limit may be increased to five million dollars with the verbal or written consent of the chairperson of the finance and administration committee or in his/her absence the vice chairperson of the finance and administration committee, which consent when given by the vice

chairperson of the finance and administration committee and attested as provided in these bylaws shall be conclusively presumed to have been given in the absence of the chairperson of the finance and administration committee. Under normal conditions written approval is preferred.

- (ii) Grants, sponsored contracts and other contracts that do not require the expenditure of funds by the university (other than as an incident of performance of the contract), and modifications thereof, in any amount.

The president shall report all such approved and executed contracts, purchase orders, grants or modifications to the board for information at its next regular meeting or at such intervals as the board of trustees shall direct. Such report may be in summary form showing aggregated information for multiple contracts.

(2) Contracting officers.

The general counsel of the university is the university's contracting officer except as specifically provided for herein.

- (a) Without board of trustees' approval the contracting officer shall have the authority to execute
  - (i) Contracts, purchase orders, and modifications and amendments thereto, on behalf of the university that require the expenditure of funds by the university of one million dollars or less;
  - (ii) Leases of real estate, and modifications and amendments thereto, with the approval of the office managing university investment real estate;
  - (iii) Contracts for the sale of investment real estate, and modifications and amendments thereto, together with such deeds, certificates, instruments and other documents as may be necessary or advisable to

consummate such transactions and perform the obligations created thereby, with the approval of the administrative investments committee;

- (iv) Contracts relating to the licensing, sale, assignment, transfer or other disposition of the university's intellectual property rights in inventions, discoveries, patents, and copyrights, with the approval of the vice president for research, and in trademarks, with the approval of the director of licensing; and
- (v) Consents, applications, approvals, releases, affidavits, financing statements, certifications, waivers, powers of attorney and other actions of the university as may be necessary in the conduct of the ordinary course of the university's business, with the approval of the president or the appropriate vice president.

The signature of the contracting officer on any of the foregoing documents shall be conclusive evidence of the authority of the contracting officer to execute the same by and on behalf of the board of trustees.

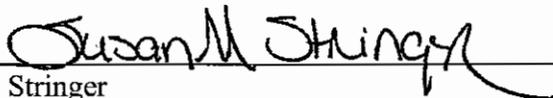
- (b) The contracting officer may appoint other officers or employees of the university to serve as assistant contracting officers to whom the contracting officer may delegate some or all of the authority of the contracting officer to execute instruments. The signature of a duly appointed assistant contracting officer on any instrument described in sub paragraph (E)(2)(a) of this rule within the term of such appointment and scope of such delegation shall be conclusive evidence of the authority of the assistant contracting officer to execute the same by and on behalf of the board of trustees.

~~of the contracting officer.~~

- (c) The contracting officer may appoint attorneys or other agents to attend the closing of real estate transactions and to execute closing documents on behalf of the board of trustees, to act on behalf of the university in prosecuting patent, copyright and other applications, to act on behalf of the university in clearing shipments through customs, and to act on behalf of the university in performing other representative functions; and the signature of any such duly appointed attorney or agent shall be conclusive evidence of his or her authority to execute the same on behalf of the board of trustees. All such appointments shall be in writing and shall be limited in scope and time to the particular transaction.
- (3) Without special authorization of the board, the secretary of the board shall have authority to amend this rule every three years, on July first, to reflect a ten per cent increase in the signing authority granted in the foregoing paragraphs of this rule.
- (4) Vice president for finance.  
  
Without board of trustees' approval, the vice president for finance shall have authority to execute contracts and change orders for construction projects within the limit of funds appropriated by the board for each project. Contracts and change orders executed by the vice president for finance shall be filed immediately with the contracting officer and/or the office of the board of trustees, as appropriate.
- (5) The senior vice president for administration and finance  
  
The senior vice president for administration and finance shall have the same authority to execute instruments as that granted to the contracting officer by paragraph (E) (2) of this rule.
- (F) All delegations of contracting authority whether by the president pursuant to paragraph (E) (1) of this rule or by the contracting officer pursuant to paragraph (E) (2) of this rule shall be in writing, shall identify the delegate by name, title and/or position of employment, shall describe the scope of the authority provided by the delegation, shall bear the signature of the president or contracting officer, and shall expire on the earlier of: (a) the

date of expiration contained in the written delegation, (b) the date of death or separation from employment with the university of the president or contracting officer making the delegation, (c) the date of death or separation from employment with the university of the delegate; (d) the date written notice of revocation of the delegation signed by the president or contracting officer is delivered to the delegate, or (e) the date that is three years from the date of the delegation. The president and the contracting officer shall provide copies of all such delegations to the board of trustees at the next regular meeting of the board following any such the delegation. No person receiving a delegation of authority from the president or the contracting officer may further assign or delegate to any other person all or any part of the delegated authority. No delegation of authority by the president or the contracting officer shall exceed the limits established herein.

Effective: December 5, 2009

Certification:   
 Susan M. Stringer  
 Executive Assistant to the Board of Trustees  
 and Senior Vice President for Administration and Finance

Date: November 17, 2009

Promulgated under: R.C. Section 111.15  
 Statutory authority: R.C. 3361.  
 Rule amplifies: R.C. 3361.04  
 Prior effective dates: March 16, 1978  
 March 1, 1981  
 July 1, 1981  
 January 7, 1983  
 November 1, 1984  
 December 18, 1985  
 February 16, 1987  
 February 13, 1990  
 April 18, 1990  
 April 23, 1991  
 February 26, 1992

October 15, 1992  
May 2, 1994  
August 12, 1994  
February 28, 1995  
August 21, 1995  
November 17, 1995  
February 12, 1996  
August 4, 1998  
July 2, 2001  
December 19, 2001  
June 13, 2002  
September 4, 2003  
July 1, 2004  
January 11, 2005  
November 13, 2006  
January 1, 2007  
April 12, 2007



**Office of Risk Management and Insurance**  
University of Cincinnati  
PO BOX 670785  
Cincinnati, OH 45267-0785  
118 Mont Reid Pavilion  
Phone (513) 584-5042  
Fax (513) 584-5559

July 17, 2012

To whom this may concern:

Re: Insurance Verification

This letter is intended to verify insurance coverage

The University of Cincinnati, through its Office of Risk Management and Insurance, maintains a comprehensive program of self-insurance and commercially purchased insurance, covering property, casualty and liability exposures to the University and its employees, agents and volunteers, while acting on the University's behalf. Students are covered under this program for Professional (patient care) liability only, while engaged in clinical rotations at the request or direction of the University through a health care education program.

The primary level of insurance for general and professional (patient care) liability is provided through a self-insurance program, consisting of trust funds maintained by an independent trustee and actuarially supported to liability limits of \$100,000 per occurrence for general liability and \$4 Million per occurrence for professional liability. The funds' financial soundness is reviewed and certified annually by an outside actuarial firm. We also participate in a self-insurance program of \$150,000 above \$100,000 among several state universities in Ohio for general liability and automobile liability insurance coverage. In addition, commercially purchased excess insurance is provided above the primary liability insurance coverage with limits of \$20 Million and higher depending on the type of claim. However, because the primary level of coverage is through self-insurance, there is no "Certificate of Insurance" for this coverage, and additional insured parties cannot be named.

Worker's Compensation Insurance for University employees is provided through the state fund. We have been assigned a "Workers's Compensation Risk Number of 3505"; however, I am unaware of a "certificate" for that coverage.

If there are any further questions, please feel free to contact the University of Cincinnati Office of Risk Management and Insurance.

Sincerely,

A handwritten signature in cursive script that reads 'Jean Miller'.

Jean Miller, Insurance Analyst  
ins.ver.

MEMORANDUM OF INSURANCE						DATE 16-Jul-2012	
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <a href="http://www.marsh.com/moi?client=1549">http://www.marsh.com/moi?client=1549</a>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>							
<b>PRODUCER</b> Marsh USA Inc. ("Marsh")				<b>COMPANIES AFFORDING COVERAGE</b>			
<b>INSURED</b> University of Cincinnati 118 Mont Reid Pavilion ML 785 Cincinnati, Ohio 45267-0785 United States				Co.A IUC - INSURANCE CONSORTIUM			
				Co.B IUC-IC SELF INSURED RETENTION			
				Co.C			
				Co.D			
<b>COVERAGES</b>							
<p>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 MEMORANDUM 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.</p>							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED		
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE	IUC-IC-GL JULY 2012-13	01-Jul-2012	01-Jul-2013	GENERAL AGGREGATE	\$1,000,000	
					PRODUCTS - COMP/OP AGG	INCLUDED IN GENERAL AGGREGATE	
					PERSONAL AND ADV INJURY	\$1,000,000	
					EACH OCCURRENCE	\$1,000,000	
					FIRE DAMAGE (ANY ONE FIRE)	\$300,000	
					MED EXP (ANY ONE PERSON)	NOT COVERED	
A	AUTOMOBILE LIABILITY ANY AUTO	IUC-IC-AL JULY 2012-13	01-Jul-2012	01-Jul-2013	COMBINED SINGLE LIMIT	\$1,000,000	
					BODILY INJURY (PER PERSON)		
					BODILY INJURY (PER ACCIDENT)		
					PROPERTY DAMAGE		
	EXCESS LIABILITY				EACH OCCURRENCE AGGREGATE		
	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)		
					OTHER THAN AUTO ONLY:		
					EACH ACCIDENT		
					AGGREGATE		
	WORKERS COMPENSATION / EMPLOYERS LIABILITY THE PROPRIETOR / PARTNERS /				WORKERS COMP LIMITS		
					EL EACH ACCIDENT		
					EL DISEASE - POLICY LIMIT		

	EXECUTIVE OFFICERS ARE: EXCLUDED				EL DISEASE - EACH EMPLOYEE	
A	<b>EDUCATORS LEGAL LIABILITY</b>	IUC-IC-ELL JULY 2012-13	01-Jul-2012	01-Jul-2013	PER CLAIM \$1,000,000	AGGREGATE \$1,000,000
B	<b>PROPERTY</b>	IUC-IC SELF INSURED RETENTION	01-Jul-2012	01-Jul-2013	DEDUCTIBLE \$100,000	LIMIT \$250,000
The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.						

<b>MEMORANDUM OF INSURANCE</b>		<b>DATE</b> 16-Jul-2012
<p>This Memorandum is issued as a matter of information only to authorized viewers for their Internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its Internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <a href="http://www.marsh.com/moi?client=1549">http://www.marsh.com/moi?client=1549</a>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>		
<p><b>PRODUCER</b> Marsh USA Inc. ("Marsh")</p>	<p><b>INSURED</b> University of Cincinnati 118 Mont Reid Pavilion ML 785 Cincinnati, Ohio 45267-0785 United States</p>	
<p><b>ADDITIONAL INFORMATION</b> EDUCATOR'S LEGAL LIABILITY IS ON A CLAIMS MADE BASIS.</p>		
<p>The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.</p>		

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 if stored in a secured vehicle):
  - j) Knives and knife-like weapons, clubs and club-like weapons,
    - (1) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
    - (2) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
    - (3) pornography or pictures of visitors or prospective visitors undressed,
    - (4) cell phones and radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
    - (5) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
    - (6) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
    - (7) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

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

COR 307.03 Searches and Inspections Authorized.

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

MARY UCCI  
Name

Mary Ucci  
Signature

10/8/12  
Date

Heather Kinsman  
Witness Name

Heather Kinsman  
Signature

10/8/12  
Date

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

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

MARY UCCI  
Name

Mary Ucci  
Signature

10/8/12  
Date

Heather Kinsman  
Witness Name

Heather Kinsman  
Signature

10/8/12  
Date

NH DEPARTMENT OF CORRECTIONS  
CONFIDENTIALITY OF INFORMATION AGREEMENT

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

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

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

MARY UCCI  
Name

Mary Ucci  
Signature

10/8/12  
Date

Heather Kinsman  
Witness Name

Heather Kinsman  
Signature

10/8/12  
Date