

**Letter of Agreement
between
Carroll County Department of Corrections
and
Northern Human Services**

AGREEMENT between **Northern Human Services-The Mental Health Center** (hereafter referred to as NHS), 25 West Main Street, Conway, New Hampshire and the **Carroll County Department of Corrections**, County Farm Road, Ossipee, New Hampshire (hereafter referred to as the CCDOC).

PURPOSE: This agreement will create a partnership to fully implement and expand the CCDOC Reentry Project that targets offenders with co-occurring disorders at the CCDOC.

The undersigned herein agree to the following:

I. Master's Level Clinician:

1. NHS agrees to make the services of a master's level clinician, dually trained in mental health and substance use disorders, available on site at the CCDOC 21, up to 28 hours per week, excepting NHS vacation, sick days and holidays.
2. The clinician may be utilized by the CCDOC in any capacity that meets the needs of CCDOC. Services may include, but are not limited to:
 - a. provision of mental health or substance abuse treatment groups;
 - b. provision of mental health or substance abuse prevention groups;
 - c. inmate screening, assessment and recommendations;
 - d. short term treatment of inmates;
 - e. referral of inmates to psychiatric or medical care;
 - f. linkage of inmates with external supports;
 - g. data collection;
 - h. consultation and training offered to CCDOC medical and/or administrative staff members;
 - i. assistance with any administrative, planning or grant securing projects as requested by the Superintendent or his designee.

II. General Provisions and Responsibilities:

1. The CCDOC agrees to provide a staff member to serve as a liaison to NHS and to oversee services to be provided by the NHS Clinician.
2. NHS is stipulated to be an independent contractor and is not the agent of the CCDOC. Nothing in this agreement shall be construed to create an employer/employee relationship between NHS and the CCDOC.
3. NHS shall have no claim under this Agreement or otherwise against the CCDOC for worker's compensation, unemployment compensation, vacation pay, sick pay, retirement benefits, social security benefits, disability benefits or any other employee benefits.
4. The parties agree that NHS will not be treated as an employee by the CCDOC in any respect for any purpose related to the services provided including, but not limited to federal taxes.

5. NHS agrees to retain as confidential all information relating to policies, procedures and records of the CCDOC and to comply with any and all confidentiality requirements of the CCDOC and all State and Federal laws.
6. NHS agrees to follow the nondiscrimination policy of the CCDOC.
7. Each party will be liable for any negligent acts or omissions for themselves respectively and of their respective employees and agents.
8. Each party will hold the other party harmless from all claims resulting from their own negligent acts or omissions and of its own employees and agents.
9. The NHS Clinician will provide written documentation pertaining to all services in a format requested by the CCDOC and in a timely manner.

III. Insurance:

1. NHS provider will carry professional liability and malpractice insurance with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 aggregate. In witness whereof, the parties hereto have affixed their signatures and executed this Agreement.

IV. Financial Terms:

1. Services of the master's level clinician will be billed monthly at a rate of \$3750(\$312.50 per day @ 21 hours a week) up to \$5000(\$312.50 per day @ 28 hrs/week) per month, 12 months per year, for a total of \$45,000 (for 21 hours/week) up to \$60,000(28 hours' week) annually. All invoices will be submitted no later than the 10th day of the month following the month in which services were rendered. Payment is due within 30 days.

V. Term of Agreement and Notice:

1. This agreement will remain in effect for a period of one year beginning on April 1, 2022 and ending on March 31, 2023 unless amended, extended or terminated by either party.
2. Either party may terminate this agreement at any time without cause by providing 30 days' written notice.



Valeda Cerasale, MHA/MBA
Northern Human Services



Sean Eldridge, Superintendent
Carroll County Department of Corrections

County of Carroll by its duly authorized Board of Commissioners:

Terry McCarthy, Chairman

Matthew Plache, Vice Chairman

Kimberly Tessari, Board Clerk