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STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

William L. Wrenn
Commissioner

Doreen Wittenberg
Director

P.O. BOX 1806
CONCORD, NH 03302-1806

603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

June 26, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

Retroactive

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections to **retroactively** exercise an option to renew a contract, Agreement # 1, with The Nakamoto Group, Inc. d/b/a Nakamoto Correctional Consulting (VC # 260298), 11820 Parklawn Drive, Suite 240, Rockville, MD 20910, to increase the contract amount by \$13,500.00 from \$20,250.00 to \$33,750.00 for the provision of Prison Rape Elimination Act (PREA) Auditing Services for the New Hampshire Department of Corrections, upon Governor and Executive Council approval for the period of July 1, 2015 through June 30, 2016 with the option to extend the Agreement for an additional period of up to one (1) year. The original contract, Agreement 2014-47, was approved by Governor and Executive Council on August 5, 2014 Item # 47. 100% General Funds

Funds to support this request are anticipated to be available in the following account in State FY 2016 upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances in each State Fiscal Year through the Budget Office if necessary and justified.

Professional Standards: 02-46-46-462510-5929-102-500731:

Original Contract, Agreement 2014-47:				
Account	Description	SFY 15	SFY 16	Total
02-46-46-465010-8344-103-502664	Contracts for Operational Services	20,250.00	-	20,250.00
Agreement # 1				
Account	Description	SFY 15	SFY 16	Total
02-46-46-462510-5929-102-500731	Medical Services	-	13,500.00	13,500.00
Total Contract Amount		\$ 20,250.00	\$ 13,500.00	\$ 33,750.00

EXPLANATION

This request is **retroactive** because of year-end administrative delays. The purpose of this request for proposal is to seek services for PREA auditing services for the NH Department of Corrections. The Prison Rape Elimination Act (PREA) is a federal law enacted in 2003. PREA was created to eliminate sexual abuse in confinement. Federal funds were provided for research, programs, training and technical assistance to address sexual abuse.

In addition, the legislation mandated the development of national standards. The National Prison Rape Elimination Commission developed recommended national standards for reducing prison rape. The final standards became effective on June 20, 2012, when they were published by the Department of Justice. PREA

standards were developed to help confinement facilities prevent, detect, and respond to sexual abuse and harassment of inmates. The standards are intended to:

- Assist agencies in establishing a zero tolerance policy of inmate sexual abuse or harassment;
- Increase accountability for sexual safety of those in contact with inmates; and
- Afford agencies discretion and flexibility, to the extent feasible, in a way that meets the standards.

The final PREA Standards include provisions that are specific to Audit and State Compliance: (1) Prison Rape Elimination Act National Standard 115.93 indicates that the agency shall conduct audits pursuant to Standard 115.401 (2) Standard 115.401 indicates that the frequency and scope of audits are as follows:

- During the three year time period starting August 20, 2013, and during each three year period thereafter, the agency shall ensure that each facility operated by the agency is audited at least once; and
- During each one year period starting on August 20, 2013, the agency shall ensure that at least one third of each facility type operated by the agency is audited.

The original contract provided PREA auditing services for the Northern New Hampshire Correctional Facility (NCF), Berlin, NH; the Transition Work Center (TWC), Concord, NH and the Calumet Transitional Housing Unit (Calumet House), Manchester, NH.

Pursuant to the standards, this amendment contract will provide PREA auditing services for the New Hampshire State Prison for Men (NHSP-M), a multi-security level, male only facility and the North End Transitional Housing Unit (NEH), a supervised community residence for men where the residents prepare to transition back into the community, both located in Concord, NH.

Approval of the enclosed amendment contract will allow the NH Department of Corrections to maintain compliance with the federal PREA regulations; your positive consideration is therefore requested.

Respectfully Submitted,



William L. Wrenn
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

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CONCORD, NH 03302-1806

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Director

AMENDMENT AGREEMENT # 1

This amendment is between the State of New Hampshire, acting by and through STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS (“State” or “Department”), and THE NAKAMOTO GROUP, INC. D/B/A NAKAMOTO CORRECTIONAL CONSULTING (“Contractor”), a Delaware Corporation with a place of business at 11820 Parklawn Drive #240, Rockville, MD 20852.

WHEREAS, pursuant to a Contract (“Agreement 2014-47”) approved by the Governor and Executive Council on August 5, 2014, Item #47, with an effective date of August 5, 2014, the Contractor agreed to perform Prison Rape Elimination Act (PREA) Auditing Services based upon the terms and conditions specified in the Agreement as amended and in consideration of certain sums specified; and

WHEREAS, the State and Contractor have agreed to make changes to the scope of services, estimated budget and terms and conditions of the Agreement; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement and Exhibit B, Paragraph 2, the State may renew the Agreement for two (2) additional periods of up to one (1) year each only by an instrument in writing signed by the parties and after approval of such amendment by the N.H. Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation and extend the Agreement for an additional period of up to one (1) year; and

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

To amend as follows:

1. Form P-37, General Provisions, Block 1.6, Account Number, to read: “02-46-46-462510-5929-102-500731”;
2. Form P-37, General Provisions, Block 1.7, Completion Date, to read: “June 30, 2016”;
3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: “\$33,750.00”;
4. Scope of Services, Exhibit A Section 1., Purpose, Paragraph 1.1., Location of Services, of the original contract, Agreement, to modify the location of services by deleting:
“Pursuant to the standards, the three (3) facilities that need to be audited prior to August 20, 2014, are the Northern New Hampshire Correctional Facility (NCF) located in Berlin, New Hampshire; the Transition Work Center (TWC) located in Concord, New Hampshire; and the Calumet Transitional Housing Unit (Calumet House) located in Manchester, New Hampshire.
 - NCF is a medium custody men’s facility housing approximately 660 inmates.

- TWC is a men’s minimum custody facility housing approximately 160 inmates who are assigned work duties at the NH State Prison for Men.
- The Calumet House is a supervised community residence for men where the residents are expected to obtain employment in the community.

and inserting it is place: “Pursuant to the standards, the two (2) facilities that need to be audited prior to August 20, 2015, are the New Hampshire State Prison for Men (NHSP-M) located in Concord, New Hampshire; and the North End Transitional Housing Unit, North End House (NEH) located in Concord, New Hampshire.

- NHSP-M is a multi-security level, male only facility for general population to maximum security housing approximately 1520 inmates.
- NEH is a supervised community residence for men where the residents prepare to transition back into the community housing approximately 43 inmates.

5. Scope of Services, Exhibit A, Section 1., Purpose, Paragraph 1.4., General Scope of Work, of the original contract, Agreement, to modify the completion date and location of services by deleting “Certified PREA Auditors will perform the PREA Audits of New Hampshire Department of Corrections (NHDOC) facilities no later than August 20, 2014. The facilities to be audited will be the NCF, TWC and Calumet House Facilities” and inserting it is place “Certified PREA Auditors will perform the PREA Audits of New Hampshire Department of Corrections (NHDOC) facilities prior to August 20, 2015 or later. The facilities to be audited will be the NHSP-M and NEH facilities.”
6. Scope of Services, Exhibit A, Section 2., Terms of Contract, of the original contract, Agreement, to modify the service period by deleting “A Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning July 1, 2014 upon approval Governor and Executive Council (G&C) whichever is later through June 30, 2015, with an option to renew for two (2) additional periods of up one (1) year each, only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council” and inserting it is place “A Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning July 1, 2015 upon approval Governor and Executive Council (G&C) whichever is later through June 30, 2016, with an option to renew for one (1) additional period of up to one (1) year each, only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.”
7. Estimated Budget/Method of Payment, Exhibit B, Section 2., Estimated Costs/Fee Schedule, of the original contract, Agreement, to modify the Services Fee Schedule Period by deleting “July 1, 2014 through June 30, 2015” and inserting in its place “July 1, 2015 through June 30, 2016”;
8. To amend the Estimated Budget/Method of Payment, Exhibit B, of the original contract, Agreement, by deleting the following “Price Proposal” chart:

<u>Facility</u>	<u>Price Proposal</u>
Northern New Hampshire Correctional Facility	\$5500.00 plus \$1,250.00 CAP if applicable
Transition Work Center	\$5500.00 plus \$1,250.00 CAP if applicable
The Calumet House	\$5500.00 plus \$1,250.00 CAP if applicable

¹ All Payments should be made via direct deposit/ACH.

and inserting it is place the following “Price Proposal” chart:

<u>Facility</u>	<u>Price Proposal</u>
New Hampshire State Prison for Men	\$5500.00 plus \$1,250.00 CAP if applicable
North End Transitional Housing Unit	\$5500.00 plus \$1,250.00 CAP if applicable

¹ All Payments should be made via direct deposit/ACH.

9. That this amendment shall become effective on the date the N.H. Governor and Executive Council approve the amendment; and
10. That all other provisions of the Agreement shall remain in full force and effect.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.

SIGNATURE PAGE TO AMENDMENT AGREEMENT # 1 TO: Prison Rape Elimination Act (PREA) Auditing Services Agreement 2014-47.

STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

By: [Signature]
Name: William L. Wrenn
Title: Commissioner
Date:

THE NAKAMOTO GROUP, INC. D/B/A NAKAMOTO CORRECTIONAL CONSULTING

By: [Signature]
Name: William Kowgios
Title: Chief Financial Officer
Date:

STATE OF Maryland
COUNTY OF Montgomery

On this 4th day of June 2015, before me, Lazina Abdool, the undersigned officer, personally appeared Will: Mr B. Bowling known to me (or satisfactorily proven) to be the person whose name is signed above and acknowledged that he/she executed this document in the capacity indicated above.

In witness thereof, I hereto set my hand and official seal.

[Signature]
Notary Public/Justice of the Peace

Lazina Abdool
NOTARY PUBLIC
Montgomery County,
MARYLAND
My Commission Expires 04-14-2016

My Commission Expires: _____

[Signature]
Approval by N.H. Attorney General
(Form, Substance and Execution)

7/1/15
Date

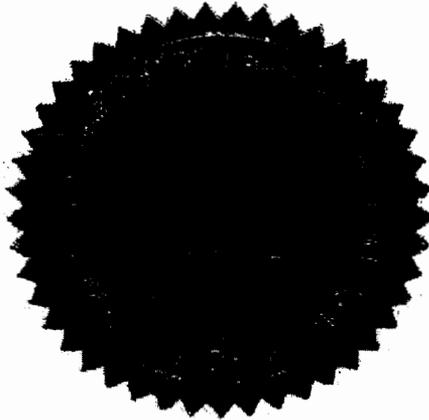
Approved by the N.H. Governor and Executive Council

Date

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that The Nakamoto Group, Inc doing business in New Hampshire as Nakamoto Correctional Consulting , a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on July 18, 2014. I further certify that all fees required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18th day of July, A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

State of New Hampshire

Filed
Date Filed: 07/18/2014
Business ID: 711827
William M. Gardner
Secretary of State

Filing fee: \$50.00
Use black print or type.

Form TN-1
RSA 349

APPLICATION FOR REGISTRATION OF TRADE NAME

(PLEASE TYPE OR PRINT CLEARLY)

1. BUSINESS NAME: NAKAMOTO CORRECTIONAL CONSULTING
(Name **cannot include** "INC." or other corporate designation)
2. BUSINESS ADDRESS: 11820 Parklawn Drive, Suite 240, Rockville, MD 20852
No. & Street City / town State Zip
- MAILING ADDRESS (if different): _____
No. & Street City / town State Zip
3. BRIEF DESCRIPTION OF KIND OF BUSINESS TO BE CARRIED ON: Correctional Consulting
4. DATE BUSINESS ORGANIZED: 04/29/2003
(month / day / year)

5-A. **ENTITY APPLICANT:** IF THE APPLICANT IS A CORPORATION OR OTHER ENTITY, LIST CORPORATION'S OR ENTITY'S EXACT NAME AND INCLUDE TITLE OF PERSON SIGNING. If more space is needed for additional entity applicants, please attach additional sheet(s).

The Nakamoto Group, Inc. 11820 Parklawn Drive, Suite 240
ENTITY NAME (TYPE OR PRINT) NO. STREET

[Signature] Rockville, MD 20852
AUTHORIZED SIGNATURE TOWN/CITY STATE ZIP

William Kowgios, Chief Financial Officer
SIGNER'S NAME AND TITLE (TYPE OR PRINT)

5-B. **INDIVIDUAL APPLICANTS:** PLEASE TYPE OR PRINT APPLICANTS' NAME(S), ADDRESS(ES) AND INCLUDE SIGNATURE. If more space is needed for additional individual applicants, please attach additional sheet(s).

1. _____ NO. STREET
TYPE OR PRINT NAME
- _____
SIGNATURE TOWN/CITY STATE ZIP
2. _____ NO. STREET
TYPE OR PRINT NAME
- _____
SIGNATURE TOWN/CITY STATE ZIP
3. _____ NO. STREET
TYPE OR PRINT NAME
- _____
SIGNATURE TOWN/CITY STATE ZIP

DISCLAIMER: All documents available for public inspection

State of New Hampshire
Form TN 1 - Application for Registration of Trade Name 1 Page(s)

and will be

Mail fee and **DATED AND SIGNED**
Main Street, Concord, NH 03301



T1419945033

ate, 107 North
03301.

Form TN-1 Pg. 1 (05/2012)

CERTIFICATE OF AUTHORITY/VOTE
(Corporation with Notary Seal)

I, Jean Doong, do hereby certify that:
(Name of Clerk of the Corporation, can not be the one who signed the contract)

1. I am a duly elected Clerk of The Nakamoto Group, Inc. d/ba/ Nakamoto Correctional Consulting.
(The Corporation)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 6/30/14.
(Date given authority)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Corrections, Division of Administration, for the provision of Prison Rape Elimination Act (PREA) Audit Services.

RESOLVED: That the Chief Financial Officer
(Title of one who signed the contract)

Is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of 06/04/2015.
(Date Contract Signed)

4. William Kowgios (is/are) the duly elected Chief Financial Officer
(Name of Contact Signatory) (Title of Contract Signatory)

of the Corporation.

STATE OF Maryland [Signature]
(Signature of the Clerk of the Corporation)

COUNTY OF Montgomery

The foregoing instrument was acknowledged before me this 4th day of June, 2015, by Jean Doong.
(Name of person signing above, Clerk of the Corporation)

(NOTARY SEAL)

[Signature]
Public / Justice of the Peace
NOTARY PUBLIC
Montgomery County,
MARYLAND
My Commission Expires 04-14-2016

Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

OP ID: KM

DATE (MM/DD/YYYY)

06/17/2015

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 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 American Heritage Insurance Agency, Inc. 1643 Liberty Road, Suite 201 Eldersburg, MD 21784 American Heritage Insurance		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: THENA-2	
INSURED The Nakamoto Group, Inc. dba Nakamoto Correctional Consulting Attn: Sarita Adarsh 11820 Parklawn Drive #240 Rockville, MD 20852		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Ins. Co. INSURER B: Hartford Underwriters Ins. Co. INSURER C: Westchester Fire Ins Co INSURER D: INSURER E: INSURER F:	
		NAIC #	

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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			42SBMBT8197	08/01/2014	08/01/2015	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000					
		MED EXP (Any one person) \$ 10,000					
		PERSONAL & ADV INJURY \$ 1,000,000					
		GENERAL AGGREGATE \$ 2,000,000					
		PRODUCTS - COMP/OP AGG \$ 2,000,000					
		\$					
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			42SBMBT8197	08/01/2014	08/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		BODILY INJURY (Per person) \$					
		BODILY INJURY (Per accident) \$					
		PROPERTY DAMAGE (PER ACCIDENT) \$					
		\$					
		\$					
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			42SBMBT8197	08/01/2014	08/01/2015	EACH OCCURRENCE \$ 1,000,000
		AGGREGATE \$ 1,000,000					
		\$					
		\$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			30WECCP4364	12/07/2014	12/07/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
		E.L. EACH ACCIDENT \$ 1,000,000					
		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000					
		E.L. DISEASE - POLICY LIMIT \$ 1,000,000					
C	Professional Liab. Claims Made			G27440654001	04/10/2015	04/10/2016	Limit 1,000,000
		Ded. 2,500					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Umbrella is not excess over Professional Liability coverage.

CERTIFICATE HOLDER

NHDEP-1

The NH Department of Corrections
 P.O. Box 1806
 Concord, NH 03302-1806

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

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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.

<u>William Mungias</u> Name	<u>[Signature]</u> Signature	<u>06 04 2015</u> Date
<u>[Signature]</u> Witness Name	<u>[Signature]</u> Signature	<u>6/4/15</u> Date
Jasmin Paikath		

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, policies and procedures of the Department of Corrections and the State of New Hampshire.

William Kowals
Name

[Signature]
Signature

06 04 2015
Date

Jasmin Parkath
Witness Name

[Signature]
Signature

6/4/15
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.

William Konwios
Name


Signature

06 04 2015
Date

Jasmin Paukath
Witness Name


Signature

Date



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION**

**William L. Wrenn
Commissioner**

**Doreen Wittenberg
Director**

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

**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

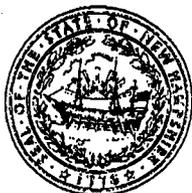
As a Contractor and/or Subcontractor of the NH Department of Corrections, I acknowledge that I have been provided information on the Prison Rape Elimination Act of 2003 Public Law 108-79—Sept. 4, 2003 and have been informed that as a Contractor and/or Subcontractor of the NH Department of Corrections, 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 PPD 5.19 - PREA; 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, NHDOC PPD 5.19 and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print): William Kougiolis Date: 06 04 2015
(Name of Contract Signatory)

Signature:
(Signature of Contract Signatory)

Handwritten initials



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner
Bob Mullen
Director

July 18, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

G & C
Pending _____
Approved AUGUST 5, 2014
Item # # 47

REQUESTED ACTION

1. Authorize the New Hampshire Department of Corrections to budget and expend prior state fiscal year balance forward funds in amount of \$30,000.00 from the United States Department of Justice, Bureau of Justice Assistance (BJA), State Criminal Alien Assistance Program (SCAAP) for expenses related to the care and custody of inmates in the NH Department of Corrections system, effective upon Governor and Executive Council approval through June 30, 2015. 100% Federal Funds

2. Further, authorize the New Hampshire Department of Corrections to enter into a contract with The Nakamoto Group, Inc. d/b/a Nakamoto Correctional Consulting (VC # 260298), 11820 Parklawn Drive, Suite 240, Rockville, MD 20910, in the amount of \$20,250.00, to provide Prison Rape Elimination Act (PREA) Auditing Services for the New Hampshire Department of Corrections effective upon Governor and Executive Council approval through June 30, 2015 with the option to renew for two (2) additional periods of up to one (1) year each. 100% Federal Funds

Funds will be budgeted in accounting unit 02-46-46-460510-83440000

Class	Description	SFY 15 Adjusted Authorized	Requested Action	Revised SFY 15 Adjusted Authorized
000-404814	Federal Funds	(\$150,000.00)	(\$30,000.00)	(\$180,000.00)
	Total Revenue			
020-500200	Current Expenses	\$10,000.00	\$0.00	\$10,000.00
030-500331	Equipment New/ Replacement	\$129,850.00	\$0.00	\$129,850.00
041-500801	Audit Fund Set Aside	\$150.00	\$0.00	\$150.00
048-500226	Contractual Maint-Bldg/Grnds	\$10,000.00	\$0.00	\$10,000.00
103-502664	Contracts for Operational Serv	\$0.00	\$30,000.00	\$30,000.00
	Total Expenditures	\$150,000.00	\$30,000.00	\$180,000.00

Funds for this contract will be available in account, SCAAP, as follows: 02-46-46-460510-8344-103-502664

The Nakamoto Group, Inc. d/b/a Nakamoto Correctional Consulting		
Account	Description	SFY 2015
02-46-46-460510-8344-103-502664	Contracts for Operational Services	20,250.00
Total Contract Amount:		\$ 20,250.00

EXPLANATION

The purpose of this request for proposal is to seek services for PREA auditing services for the NH Department of Corrections. The Prison Rape Elimination Act (PREA) is a federal law enacted in 2003. PREA was created to eliminate sexual abuse in confinement. Federal funds were provided for research, programs, training and technical assistance to address sexual abuse.

In addition, the legislation mandated the development of national standards. The National Prison Rape Elimination Commission developed recommended national standards for reducing prison rape. The final standards became effective on June 20, 2012, when they were published by the Department of Justice. PREA standards were developed to help confinement facilities prevent, detect, and respond to sexual abuse and harassment of inmates. The standards are intended to:

- Assist agencies in establishing a zero tolerance policy of inmate sexual abuse or harassment;
- Increase accountability for sexual safety of those in contact with inmates; and
- Afford agencies discretion and flexibility, to the extent feasible, in a way that meets the standards.

The final PREA Standards include provisions that are specific to Audit and State Compliance: (1) Prison Rape Elimination Act National Standard 115.93 indicates that the agency shall conduct audits pursuant to Standard 115.401 (2) Standard 115.401 indicates that the frequency and scope of audits are as follows:

- During the three year time period starting August 20, 2013, and during each three year period thereafter, the agency shall ensure that each facility operated by the agency is audited at least once; and
- During each one year period starting on August 20, 2013, the agency shall ensure that at least one third of each facility type operated by the agency is audited.

Pursuant to the standards, the three (3) facilities will need to be audited prior to August 20, 2014, are the Northern New Hampshire Correctional Facility (NCF) located in Berlin, New Hampshire; the Transition Work Center (TWC) located in Concord, New Hampshire; and the Calumet Transitional Housing Unit (Calumet House) located in Manchester, New Hampshire.

The RFP was posted on the New Hampshire Department of Corrections website: <http://www.nh.gov.nhdoc/business/rfp.html> for three (3) consecutive weeks and requested the National Council on Crime and Delinquency, National PREA Resource Center (NPRC) to distribute a solicitation of the RFP to all United States Department of Justice certified PREA auditors comprising of approximately 250 qualified auditors. As a result of the issuance of the RFP, two (2) potential vendors responded by submitting their proposals. After the review of the proposals, in accordance with the RFP Terms and Conditions, the New Hampshire Department of Corrections awarded the contract, lowest bidder, in the amount of \$20,250.00, The Nakamoto Group, Inc..

This RFP was scored utilizing a consensus methodology by a three (3) person evaluation committee for the purposes of preserving the privacy of the evaluators. The evaluation committee consisted of New Hampshire Department of Corrections employees: Bob Mullen, Division Director, Division of Administration; Colon Forbes, Director, Division of Professional Standards; and Jennifer Lind, Contract/Grant Administrator, Division Administration.

Respectfully Submitted,



William L. Wrenn
Commissioner



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William L. Wrenn
Commissioner

Bob Mullen
Director

**Prison Rape Elimination Act (PREA) Audit Services
RFP Bid Evaluation and Summary
NHDOC 14-11-GFCOMM**

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 a group of personnel to act as an evaluation team. Upon receipt, the proposal information will be disclosed to the evaluation committee members only. The proposal will not be publicly opened.
- The Department reserves the right to waive any irregularities, minor deficiencies and informalities that it considers not material to the proposal.
- The Department may cancel the procurement and make no award, if that is determined to be in the State's best interest.

Proposal Evaluation Criteria:

- Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements of this request in the most cost-effective manner. Specific criteria are:
 - a. Total Estimated Cost – 55 points
 - b. Organizational Capability – 25 points
 - c. Organizational Approach to Performance – 15 points
 - d. Qualitative References – 5 points
- Awards will be made to the responsive Vendor(s) whose proposals are deemed to be the most advantageous to the State, taking into consideration all evaluation factors in section 34 of NHDOC 14-11-GFCOMM RFP.
 - a. The contract will be awarded to the Bidder submitting the lowest total cost to the State based upon the New Hampshire Department of Corrections estimated volume as long as the Vendor's Organizational Capability, Organizational Approach to Performance and Qualitative References are acceptable to the Department.

Evaluation Team Members:

- a. Bob Mullen, Division Director, Administration, NH Department of Corrections
- b. Colon Forbes, Division Director, Professional Standards, NH Department of Corrections
- c. Jennifer Lind, Contract/Grant Administrator, Administration, NH Department of Corrections

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William L. Wrenn
Commissioner

Bob Mullen
Director

**Prison Rape Elimination Act (PREA) Audit Services
RFP Scoring Matrix
NHDOC 14-11-GFCOMM**

Respondents:

- 360 Correctional Consulting, LLC
106 West 9th, Alma, KS 66401
- The Nakamoto Group, Inc. d/b/a Nakamoto Correctional Consulting
11820 Parklawn Drive, Suite 240, Rockville, MD 20910

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 cost-effective manner.
 1. Total Estimated Cost – 55 points
 2. Organizational Capability – 25 points
 3. Organizational Approach to Performance – 15 points
 4. Qualitative References – 5 points

NHDOC 14-11-GFCOMM RFP Scoring Matrix			
<i>Evaluation Criteria</i>	<i>RFP Weight Point Value</i>	360 Correctional Consulting, LLC	The Nakamoto Group, Inc. d/b/a Nakamoto Correctional Consulting
Total Estimated Cost	55	38	55
Organizational Capability ¹	25	0	25
Organizational Approach to Performance	15	15	15
Qualitative References	5	0	0
Total	100	53	95

¹360 Correctional Consulting, LLC certified in Adult Prisons & Jail Standards with pending certification in Juvenile Facilities & Community Confinement PREA Standards

¹The Nakamoto Group, Inc. d/b/a Nakamoto Correctional Consulting certified in Adult Prisons & Jail Standards, Juvenile Facilities and Community Confinement PREA Standards

Contract Award:

- The Nakamoto Group, Inc. d/b/a Nakamoto Correctional Consulting
11820 Parlawn Drive, Suite 240, Rockville, MD 20910

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William L. Wrenn
Commissioner

Bob Mullen
Director

**Prison Rape Elimination Act (PREA) Audit Services
RFP Evaluation Committee Member Qualifications
NHDOC 14-11-GFCOMM**

Bob Mullen, CPA, Division Director, Division of Administration:

Bob Mullen has served as Division Director since 2004. He has been a Certified Public Accountant for 35 years. Before joining the NH Department of Corrections, he was the Financial Manager for the Division of Elderly and Adult Services at NH DHHS where he oversaw a budget in excess of \$300,000,000. Director Mullen had extensive financial experience in private industry before moving to the public sector

Colon Forbes, Division Director, Division of Professional Standards:

Colon Forbes has served as the Director of Professional Standards since 2009. He attended the University of Massachusetts Lowell and earned a Bachelor of Science Degree in Business Administration. He retired as a Captain in the New Hampshire State Police after 22 years of service and spent much of that time managing and supervising criminal investigations.

Jennifer Lind, MBA, CMA, Contract/Grant Administrator, Division of Administration:

Ms. Lind has served as the Contract/Grant Administrator since 2010. Ms. Lind is responsible for the development of the Department's request for proposals (RFPs), contracts and grants management. Ms. Lind's current responsibilities include all aspects of the RFP delivery from project management, data collection, drafting and cross function collaboration; procurement functions and management of the Department's medical, programmatic and maintenance contracts and provides managerial oversight to the Grant Division for the Department. Prior to Ms. Lind's promotion to the Contract/Grant Administrator, she held the Program Specialist IV, Contract Specialist position and the Grant Program Coordinator position of the Department. Prior to her employment with the Department, Ms. Lind held the position of Assistant Grants Administrator at the Community College System of New Hampshire for ten years. Ms. Lind received her Bachelor's of Science in Accounting from Franklin Pierce College and a Master's of Management with a Healthcare Administration concentration from New England College. Ms. Lind has supplemented her education from prior experience in the pre-hospital care setting and has maintained her Certified Medical Assistant license since 1998.

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William L. Wrenn
Commissioner

Bob Mullen
Director

**Prison Rape Elimination Act (PREA) Audit Services
Bidders List
NHDOC RFP 14-11-GFCOMM**

360 Correctional Consulting, LLC
Talia Labouchardiere
Owner
106 West 9th
Alma, KS 66401
(o) 785.766.2002
(e) tlabouchardiere@hotmail.com
(w) www.360correctionalconsulting.com

The Nakamoto Group, Inc. d/b/a Nakamoto
Correctional Consulting
William Kowgios
Chief Financial Officer
11820 Parklawn Drive, Suite 240
Rockville, MD 20910
(o) 240-876-2976
(e) kwk@nakamtogroup.com
(w) www.nakamtogroup.com

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability



Subject: Prison Rape Elimination Act (PREA) Audit Services

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 The Nakamoto Group, Inc. d/b/a Nakamoto Correctional Consulting		1.4 Contractor Address 11820 Parklawn Drive, Suite 240 Rockville, MD 20910	
1.5 Contractor Phone Number 240-674-6077	1.6 Account Number 02-46-46-460510-103-502664	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$ 20,250.00
1.9 Contracting Officer for State Agency William L. Wrenn, Commissioner		1.10 State Agency Telephone Number 603-271-5603	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory William Kowgios, Chief Financial Officer	
1.13 Acknowledgement: State of <u>MARYLAND</u> , County of <u>Montgomery</u> On <u>06/30/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]		1.13.2 Name and Title of Notary or Justice of the Peace Helio Souza NOTARY PUBLIC Montgomery County State of Maryland My Commission Expires January 19, 2017	
1.14 State Agency Signature 		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: <u>Mike Bern</u> On: <u>7/21/14</u>			
1.18 Approval by the Governor and Executive Council By: <u>[Signature]</u> DEPUTY SECRETARY OF STATE			AUG 05 2014

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.

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

Contractor Initials *wlr*
Date 6/30/14

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.

SECTION B: Scope of Services, Exhibit A

1. Purpose:

The purpose of this request for proposal is to seek services for PREA audit services for the NH Department of Corrections. The Prison Rape Elimination Act (PREA) is a federal law enacted in 2003. PREA was created to eliminate sexual abuse in confinement. Federal funds were provided for research, programs, training and technical assistance to address sexual abuse.

In addition, the legislation mandated the development of national standards. The National Prison Rape Elimination Commission developed recommended national standards for reducing prison rape. The final standards became effective on June 20, 2012, when they were published by the Department of Justice. PREA standards were developed to help confinement facilities prevent, detect, and respond to sexual abuse and harassment of inmates. The standards are intended to:

- Assist agencies in establishing a zero tolerance policy of inmate sexual abuse or harassment;
- Increase accountability for sexual safety of those in contact with inmates; and
- Afford agencies discretion and flexibility, to the extent feasible, in a way that meets the standards.

The final PREA Standards include provisions that are specific to Audit and State Compliance: (1) Prison Rape Elimination Act National Standard 115.93 indicates that the agency shall conduct audits pursuant to Standard 115.401 (2) Standard 115.401 indicates that the frequency and scope of audits are as follows:

- *During the three year time period starting August 20, 2013, and during each three year period thereafter, the agency shall ensure that each facility operated by the agency is audited at least once; and*
- *During each one year period starting on August 20, 2013, the agency shall ensure that at least one third of each facility type operated by the agency is audited.*

1.1. Location of Services: Pursuant to the standards, the three (3) facilities that need to be audited prior to August 20, 2014, are the Northern New Hampshire Correctional Facility (NCF) located in Berlin, New Hampshire; the Transition Work Center (TWC) located in Concord, New Hampshire; and the Calumet Transitional Housing Unit (Calumet House) located in Manchester, New Hampshire.

- NCF is a medium custody men's facility housing approximately 660 inmates.
- TWC is a men's minimum custody facility housing approximately 160 inmates who are assigned work duties at the NH State Prison for Men.
- The Calumet House is a supervised community residence for men where the residents are expected to obtain employment in the community.

1.2. Specific Requirements: PREA standard 115.402 specifies that audits shall be conducted by a member of a correctional monitoring body that is not part of or under the authority of the agency; a member of an auditing entity such as an inspector general or ombudsman office that is external to the agency; or other outside individuals with relevant experience. Specific requirements shall include:

**Scope of Services
Exhibit A**

- 1.2.1. Contractor to be a Certified PREA Auditor, by demonstrating that they were accepted and enrolled in the PREA Certified Auditor Training;
- 1.2.2. Completed the forty (40) hour training session; and
- 1.2.3. Contractor shall show proof of passing an examination at the end of the forty (40) hour training session.
- 1.3. Certified PREA Auditor Qualifications: Preference will be on those Certified PREA Auditors who have completed training specific to Prisons and Jails. Beyond these requirements, qualifications in terms of preference include:
 - 1.3.1. At least three (3) years of auditing, monitoring, quality assurance, investigations, or subsequent similar experience with the facility type or set of standards in which certification is sought;
 - 1.3.2. A bachelor's degree from an accredited college or university and equivalent career related experience defined as five (5) years of contemporary full time public safety experience;
 - 1.3.3. At least two (2) references from professionals in the field; and
 - 1.3.4. Passing a criminal background record check.
- 1.4. General Scope of Work: Certified PREA Auditors will perform the PREA Audits of New Hampshire Department of Corrections (NHDOC) facilities no later than August 20, 2014. The facilities to be audited will be the NCF, TWC and Calumet House Facilities.
- 1.5. Specific Activities/Tasks: The Prison Rape Elimination Act Audit Process consists of three (3) phases: Pre Audit, Audit and Post Audit.
 - 1.5.1. Pre Audit:
 - a.) Initial audit review of NHDOC Pre Audit Questionnaire: Adult Prisons and Jails. The Pre Audit Questionnaire will be forwarded by the NHDOC PREA Coordinator no less than four (4) weeks prior to the first facility audit. The Auditor will review the NHDOC responses to the Pre Audit Questionnaire and conduct follow up calls with PREA Coordinator as well as designated PREA Compliance Managers to gain clarification and explain the audit process.
 - b.) Auditor shall review the submitted NHDOC Questionnaire, Facility Specific Questionnaire, and relevant policies and procedures specific to the audit.
 - c.) Based on review of Pre Audit Questionnaire, the Auditor shall begin Auditor Compliance Tool.
 - 1.5.2. Audit:
 - a.) Auditor shall conduct facility tour, specific to PREA Audit. Each area of the facility should be observed as the PREA standards require. The Auditor shall pay attention to:
 - o How well the inmates are supervised;
 - o How cameras and/or other monitoring technologies are used;
 - o Blind spots and other indicators that an area of the facility is not monitored in a way that keeps inmates safe from sexual abuse; and
 - o It may be necessary to go back and look at areas of the facility after the tour if a review of investigative files, other documentation, and/or interviews lead the auditor to have questions about safety and/or supervision.
 - b.) Auditor shall review additional documents as necessary.

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- c.) Auditor shall conduct staff interviews utilizing PREA Interview Questions specific to the following positions:
 - o Commissioner;
 - o PREA Coordinator;
 - o PREA Compliance Managers;
 - o Warden;
 - o Random selection of staff; and
 - o Specialized staff
 - Example: Investigators, Medical/Mental Health, Training.
 - d.) Auditor shall interview a minimum of 10 (ten) inmates during the audit visit. The inmates will be randomly chosen by the auditor from a list of all the inmates in the facility.
- 1.5.3. Post Audit:
- a.) Auditor will complete and submit the Auditor Compliance Tool. Response for each measure shall be based upon:
 - o Review of policy and procedure;
 - o Review of documentation;
 - o Review of data;
 - o Interviews with staff and inmates; and
 - o Tour of facility.
 - b.) Auditor will upload additional documentation gathered from the outside;
 - c.) Auditor shall determine the level of compliance for each standard and provide commentary with justification for decisions;
 - d.) Auditor shall issue the Auditor Report;
 - e.) If the NHDOC is found to have not met one or more PREA standards, a one hundred-eighty (180) day corrective action period begins. The Auditor and the NHDOC will work together to develop a plan to achieve compliance with those standards that were not met. The Auditor is responsible for verifying the implementation of the corrective action plan, such as reviewing updated policies and procedures and/or re-inspecting portions of the facility. After the one hundred-eighty (180) day period, the Auditor will issue a final determination as to whether the facility has achieved compliance.
- 1.6. Deliverables: The Auditor shall complete the PREA Audit: Auditor's Summary Report Adult Prisons and Jails.
- 1.7. NHDOC Responsibilities:
- 1.7.1. The NHDOC PREA Coordinator shall forward the PREA Pre Audit Questionnaire Adult Prisons and Jails to the PREA Auditor no less than six (6) weeks prior to the first audit;
 - 1.7.2. The NHDOC PREA Coordinator and PREA Compliance Managers shall be available for any follow up calls during the pre-audit phase to provide clarification and explanation of the audit process by the PREA Auditor;
 - 1.7.3. The NHDOC PREA Coordinator shall provide any additional documents relevant to the audit process;
 - 1.7.4. The NHDOC PREA Coordinator and PREA Compliance Managers will coordinate with the PREA Auditor the NHDOC site visit and facility tour; and

- 1.7.5. The NHDOC PREA Coordinator shall provide listing of inmates so that the PREA Auditor may randomly select inmates to be interviewed.

2. Terms of Contract:

A Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning July 1, 2014 upon approval of Governor and Executive Council (G&C) whichever is later through June 30, 2015, with an option to renew for two (2) additional periods of up one (1) year each, only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

3. General Service Provisions:

- 3.1. Tools and Equipment: (NOT APPLICABLE)
- 3.2. Rules and Regulations: The Contractor agrees to comply with all rules and regulations of the NH Department of Corrections. The Contractor shall adhere to Department's confidentiality policy and procedure directives.
- 3.3. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the contract. If it is necessary to increase the price limitation of the Contract this provision will require Governor and Executive Council approval.
- 3.4. Contractor Employee Information: The Contractor shall be responsible for obtaining a criminal background check to include finger printing on all potential employees assigned by the Contractor and/or subcontractors to provide services to NH Department of Corrections. Upon award of a Contract, the NH Department of Corrections will notify the selected Contractor the procedures to obtain background checks and fingerprinting. Contractor and/or subcontractor employee hiring status shall be contingent upon receipt of a criminal background check and fingerprinting report(s), from the NH Department of Safety, and procedural review of said reports by the NH Department of Corrections.
- 3.4.1. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks and fingerprinting reports of all potential Contractor and/or subcontractor employees to determine eligibility status.
- 3.4.2. The NH Department of Corrections will notify the Contractor of any potential Contractor/and or subcontractor employee who does not comply with the criteria identified in Paragraph 3.4.3., below.
- 3.4.3. In addition, the Contractor and/or subcontractor shall not be able to hire employees meeting the following criteria:
- a.) Individuals convicted of a felony shall not be permitted to provided 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 the Director of Professional Standards and/or designee of the NH Department of Corrections;
 - 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.) Individuals who was a former State of NH employee and/or former Contract employee that was dismissed for cause;

Scope of Services
Exhibit A

- h.) Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and
 - f.) Relatives of currently incarcerated felons may not be permitted to provide services without prior approval by the NH Department of Corrections.
- 3.5. Licenses, Credentials and Certificates: The Contractor shall ensure that PREA certified 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 the services required.
- 3.6. Change of Ownership: In the event that the Contractor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or, its successors or, assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.
- 3.7. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the Department of for the duration of the Contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the name, title, address, telephone & fax number, of its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.
- 3.7.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.
 - 3.7.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
 - 3.7.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to NH Department of Corrections, Director of Professional Standards, or designee, P.O. Box 1806, Concord, NH 03302.
- 3.8. Contractor Liaison's Responsibilities: The Contractor's designated liaison shall be responsible for:
- 3.8.1. Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such a representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof;
 - 3.8.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof;
 - 3.8.3. Receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract and any renewals thereof; and
 - 3.8.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 3.9. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections' Commissioner, or designee, shall act as liaison between the Contractor and NH Department of Corrections for the duration of the Contract and any renewals thereof. NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. NH Department of Corrections representative shall be responsible for:

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

**Scope of Services
Exhibit A**

Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Contractor.

- 13.4. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:
 - 13.4.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
 - 13.4.2. Secure the Contractor's written agreement to the proposed changes.
- 13.5. 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.
- 13.6. Contractor must 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.

The remainder of this page is intentionally blank.

SECTION C: Estimated Budget/Method of Payment, Exhibit B

1. Signature Page

The Vendor proposes to provide PREA Audit Services for the New Hampshire Department of Corrections (NHDOC) in conformance with all terms and conditions of this RFP and the Vendor provides pricing information as an Attachment to this proposal for providing such products and services in accordance with the provisions and requirements specified in this RFP document.

The pricing information quoted by the Vendor as an attachment to this document represents the total price(s) for providing any and all service(s) according to the provisions and requirements of the RFP, which shall remain in effect through the end of this procurement process and throughout the contracting process until the contract completion date as listed on the State Contract form P/37, section 1.7 - Completion Date.



AUTHORIZED SIGNATURE

6/30/14

DATE

William Kowgios, Chief Financial Officer

NAME AND TITLE OF SIGNOR (Please Type)

THE VENDOR ASSUMES ALL RISKS THAT ACTUAL FUTURE FIGURES MAY VARY FROM POPULATION PRESENTED AS PART OF THIS RFP.

If the NH Department of Corrections determines it is in the best interest of the State, it may seek a “*BEST AND FINAL OFFER*” (BAFO) from vendors submitting acceptable and/or potentially acceptable proposals. The “*BEST AND FINAL OFFER*” would provide a Vendor the opportunity to amend or change its original proposal to make it more acceptable to the State. NH Department of Corrections reserves the right to exercise this option.

Financial responsibility for preparation of proposals is the sole responsibility of the Vendor. The solicitation of the Request for Proposals shall not commit the NH Department of Corrections to award a Contract(s).

Financial commitment by the NH Department of Corrections will not occur until such time as the Governor and the Executive Council of the State of New Hampshire approve a Contract(s).

2. Estimated Costs/Fee Schedule:

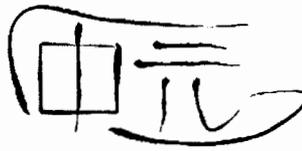
- 2.1. Service Fee Schedule Period: July 1, 2014 through June 30, 2015 with an option to renew for two (2) additional periods of up to one (1) year each, only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.
- 2.2. Price for services includes the cost of all services to include but not limited to: all pre-audit, audit and post-audit work.
- 2.3. Offers below shall not commit the NH Department of Corrections to use such and/or all product services.

3. Method of Payment:

- 3.1. Contractors shall follow the State's Fiscal Year Calendar for budgeting purposes. The original contract period shall commence on July 1, 2014 and end on June 30, 2015.
- 3.2. Invoices shall be submitted no later than sixty (60) days post date of services rendered.
- 3.3. Invoices shall be sent to the NH Department of Corrections, c/o Director of Professional Standards, P.O. Box 1806, Concord, NH 03302.
- 3.4. Once approved, the original invoices shall be forwarded to the Accounts Payable unit of the Department's Bureau of Financial Services for processing.
- 3.5. The NH Department of Corrections may make adjustments to the payment amount identified on a Vendors monthly invoice. The NH Department of Corrections shall suspend payment to an invoice if an invoice is not submitted in accordance with the instructions established by the NH Department of Corrections.
- 3.6. The NH Department of Administrative Services may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall contain the following information, but not limited to:
 - 3.6.1. Invoice date & number;
 - 3.6.2. Description of services rendered;
 - 3.6.3. Dates of said service(s); and
 - 3.6.4. Cost of service.
- 3.7. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618.

4. Appropriation of Funding

- 4.1. The Contractor shall agree that funds expended, if applicable, for the purpose of the Contract must be appropriated by the General Court of the State of New Hampshire for each State fiscal year included within the Contract period. Therefore, the Contract shall automatically terminate without penalty or termination costs if such funds are not fully appropriated.
 - 4.1.1. In the event that funds are not fully appropriated for the Contract, the Contractor shall not prohibit or otherwise limit NH Department of Corrections the right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of State government affairs.
 - 4.1.2. The requirements stated in this paragraph shall apply to any amendment/renewal or the execution of any option to extend the Contract.



The Nakamoto Group, Inc.

Price Proposal¹

<u>Facility</u>	<u>Price Proposal</u>
Northern New Hampshire Correctional Facility	\$5500.00 plus \$1,250.00 CAP if applicable
Transition Work Center	\$5500.00 plus \$1,250.00 CAP if applicable
The Calumet House	\$5500.00 plus \$1,250.00 CAP if applicable

¹ All payments should be made via direct deposit/ACH.

Section D: Special Provisions, Exhibit C

1. Special Provisions:

- 1.1. Independent Contractor: The contractor shall function as an independent contractor and shall not be considered an employee of the state of New Hampshire. The contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the contractor in fulfilling the terms of the contract and shall be solely responsible for the payment of all federal and state taxes which may accrue from this contract. The contractor agrees that that no health benefits, worker's compensation and any similar benefits available to state of New Hampshire employees will inure to the benefit of the contractor or contractor's employees as a result of this contract.
- 1.2. Taxes: The contractor shall pay all taxes and other such amounts required by federal and state law, including but not limited to, federal and Social Security taxes, worker's compensation insurance and unemployment insurance.
- 1.3. To amend the Insurance provision, section 14.1.1, of the original P-37 contract by deleting "\$2,000,000.00" per occurrence and inserting in its place "\$1,000,000.00."
- 1.4. To amend the Insurance provision, section 14.3, of the original P-37 contract by changing the last sentence of the clause to: "Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions."

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner

Bob Mullen
Director

ADDENDUM # 1 to RFP 14-11-GFCOMM

**THIS DOCUMENT SHALL BE INITIALED BY THE CONTRACT SIGNATORY AND
SUBMITTED WITH THE VENDOR'S BID RESPONSE.**

RFP: 14-11-GFCOMM Prison Rape Elimination Act (PREA) Audit Services

RFP Deadline: June 6, 2014, no later than 2:00 EST

(1) Addendum Descriptor: Change/Correction/Clarification: Scope of Services, Exhibit A, Section 1.3., Certified PREA Auditor Qualifications, p. 17 of 28.

Delete: "Preference will be on those Certified PREA Auditors who have completed training specific to Prisons and Jails."

Insert: "Preference will be on those Certified PREA Auditors who have completed training specific to Prisons and Jails and Community Corrections."

(1) Addendum Descriptor: Change/Correction/Clarification: Scope of Services, Exhibit A, Section 1.6., Deliverables, p. 18 of 28.

Delete: "The Auditor shall complete the PREA Audit: Auditor's Summary Report Adult Prisons and Jails."

Insert: "The Auditor shall complete the PREA Audit: Auditor's Summary Report Adult Prisons and Jails and Community Corrections."

Promoting Public Safety through Integrity, Respect, Professionalism, Accountability and Collaboration

CERTIFICATE OF AUTHORITY/VOTE
(Corporation with Notary Seal)

I, Sanita Adarsh, do hereby certify that:
(Name of Clerk of the Corporation, can not be the one who signed the contract)

1. I am a duly elected Clerk of The Nakamoto Group, Inc d/b/a Nakamoto Correctional Consulting
(The Corporation)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 6/30/14.
(Date given authority)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Corrections, Division of Administration, for the provision of Prison Rape Elimination Act (PREA) Audit Services.

RESOLVED: That the Chief Financial Officer
(Title of one who signed the contract)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of 6/30/14.
(Date Contract Signed)
4. William Kowgios (is/are) the duly elected Chief Financial Officer
(Name of Contact Signatory) (Title of Contract Signatory)

of the Corporation.

Sanita Adarsh

(Signature of the Clerk of the Corporation)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this 30th day of

June, 2014, by SARITA ADARSH
(Name of person signing above, Clerk of the Corporation)

(NOTARY SEAL)

Commission Expires: _____

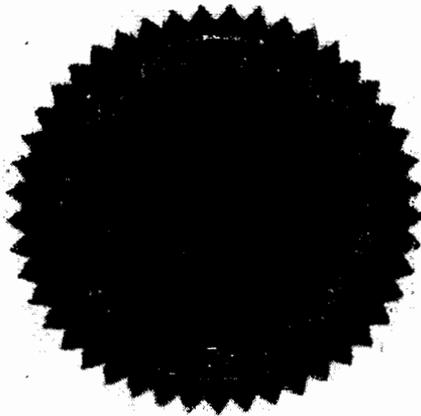


Notary Public / Justice of the Peace
Helio Souza
NOTARY PUBLIC
Montgomery County
State of Maryland
My Commission Expires
January 19, 2017

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that The Nakamoto Group, Inc doing business in New Hampshire as Nakamoto Correctional Consulting , a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on July 18, 2014. I further certify that all fees required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of July, A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

**New Hampshire Department of Corrections
Division of Administration
Contract/Grant Unit**

Comprehensive General Liability Insurance Acknowledgement Form

The New Hampshire Office of the Attorney General requires that the Request for Proposal (RFP) package inform all proposal submitters of the State of New Hampshire's general liability insurance requirements. The limits of liability required are dependent upon your corporation's legal formation, and the annual total amount of contract work with the State of New Hampshire.

Please select only ONE of the checkboxes below that best describes your corporation's legal formation and annual total amount of contract work with the State of New Hampshire:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: 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, both for the benefits of the State, the following insurance: 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 incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

Please indicate your current comprehensive general liability coverage limits below, sign, date and return with your proposal package.		
\$ <u>1,000,000</u> Per Claim	\$ <u>1,000,000</u> Per Incident/Occurrence	\$ <u>2,000,000</u> General Aggregate
<u><i>Santa Soriano</i></u> Signature & Title		<u>6/30/14</u> Date

This acknowledgement must be returned with your proposal.

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.

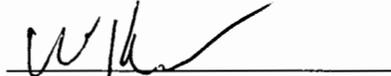
COR 307.03 Searches and Inspections Authorized.

- 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.

William Kowgios
Name


Signature

6/30/14
Date

Jasmin Parkattu
Witness Name


Signature

6/30/14
Date

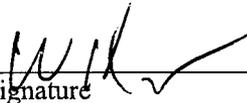
NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

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.

William Kowgios
Name


Signature

6/30/14
Date

Jasmin Paikattu
Witness Name


Signature

6/30/14
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, policies and procedures of the Department of Corrections and the State of New Hampshire.

William Kowgios
Name

W. Kowgios
Signature

6/30/14
Date

Jasmin Parkuth
Witness Name

Jasmin Parkuth
Signature

6/30/14
Date



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION**

William L. Wrenn
Commissioner

Bob Mullen
Director

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

**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 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 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 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 PPD 5.19 - PREA; 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, NHDOC PPD 5.19 and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print): William Kowgios Date: 6/30/14
(Name of Contract Signatory)

Signature:
(Signature of Contract Signatory)

Resumes

William G. Kowgios, M.S., C.F.P.

SUMMARY OF EXPERIENCE

William Kowgios is a credentialed financial planner with more than 30 years of experience managing human and capital resources in support of Federal, State and Municipal programs. He served for more than 15 years as a senior management official (SES) in the United States Public Health Service (PHS). He has extensive experience in the overall financial and operational management of both public and private service programs, including the design, implementation and maintenance of public facilities and the “E” systems used to help manage those facilities.

FEDERAL CONTRACTING EXPERIENCE – February 1996 to Present

In 1996 Mr. Kowgios left Federal Service and joined a private firm as a Vice President responsible for the management of several Federal Government service contracts. In 2007 he became Executive Vice President and CFO of the Nakamoto Group (NGI). Since joining NGI he has also served as the program manager of an NGI engagement with Immigration and Customs Enforcement (ICE).

Specific Examples of his Program Management Experience include:

Immigration Customs Enforcement (ICE) Family Residential Facilities – Project Manager

Mr. Kowgios led a team of subject matter experts who assisted ICE in converting a corrections facility to a family residential facility housing families awaiting disposition of their United States residential status. The team has developed National standards for confinement of illegal aliens, staffing plans, conducted numerous staff training sessions, and assisted in implementing corrective action plans. The team also developed and implemented a plan to convert a facility from a family residential facility to a 500 bed adult women detention facility.

Private Providers of Substance Abuse and Mental Health Services, Project Manager

Mr. Kowgios led a team of CPAs and management analysts who developed a chart of accounts and cost accounting system for private, State and municipal providers of residential substance abuse and mental health services. The system is used by a number of organizations - e.g. New Jersey, Columbia, South Carolina - to track and report on the total costs of providing services. He also conducted focus groups and training sessions across the Nation to help other organizations determine the capacity and ability to adopt and use this system.

Food and Drug Administration (FDA), Project Director

Mr. Kowgios was Project Director of a study to determine the FDA’s total costs for reviewing new drugs and biological products. In partnership with KPMG consulting, he developed an activity based costing model specific to FDA’s new drug application review. FDA reviewers and administrators of the process were interviewed to obtain time and cost data for the model. Subsequent to the compilation and analysis of the data Mr. Kowgios assisted the FDA in preparing for negotiations with pharmaceutical industry representatives to determine user fees for drug and biological product reviews as authorized by the Prescription Drug User Fee Act (PDUFA).

Health Resources and Services Administration (HRSA), Project Monitor

Responsible for quality assurance and improvement activities on two different Bureau of Primary Health Care (BPHC, HRSA), contracts offering technical assistance support services to HRSA’s health service grantees including Community Health Centers, and Immigration Health Services. Mr. Kowgios also served as the principal substantive advisor on the design, development, and implementation of several project management systems currently used by numerous not for profit health service organizations who receive grant assistance from HHS.

Other private sector assignments included:

- **Centers for Disease Control (CDC), Project Director**
Mr. Kowgios analyzed and constructed an economic cost model to help forecast the long term costs associated with maintaining CDC's Tuskegee Study Survivor's Health Benefit Program.
- **Centers for Disease Control (CDC), Project Manager**
Mr. Kowgios was Project Manager for the development of a Budget Planning and Tracking System for CDC.
- **Division of Information Resources Management (DIRM), Substance Abuse and Mental Health Services Administration (SAMHSA), Project Director**
Mr. Kowgios assessed the Agencies', Centers', and Offices' capabilities in the collection, compilation, and manipulation of substantive and managerial data pertaining to the SAMHSA mission.
- **Office for the Protection of Research Risks (OPRR)**
Mr. Kowgios conducted a review and organizational assessment of OPRR to aid in the transfer of OPRR from NIH to the immediate office of the Secretary HHS.
- **Office of Population Affairs (OPA), OPHS, DHHS**
Mr. Kowgios conducted a management analysis of OPA and led a reengineering of the offices operational practices based upon the findings of the analysis.
- **Cost Benefit and Life Cycle Cost Analyses**
Mr. Kowgios has managed operational and cost benefit reviews for a number of other Federal, public and private organizations including ICE's Division of Immigration Health Services, Office of the Director Centers for Disease Control and Prevention (CDC), San Antonio Metropolitan Health District, National Center for Infectious Diseases and Humana Health Care.

PUBLIC SERVICE EMPLOYMENT HISTORY – Prior to 1996

Mr. Kowgios' experience included: directly supervising hundreds of professional and support staff, managing and the continuous evaluation of the overall effectiveness of program operations, negotiating with numerous public and private officials, and overseeing facility acquisition and maintenance for his Agency's headquarters facility as well as its ten regional office facilities located throughout the Nation. As Director of Financial Management for HRSA, he gained extensive experience in the fiscal management of a large public service organization's capital and people resources, As Chief Operating Officer for his Agency he was in charge of all day to day headquarters and its ten regional offices operations. During his tenure as a senior executive, he held a top security clearance.

Other Federal assignments included:

- **DHHS, HRSA - Division of Facilities Conversation and Utilization, Director**
Mr. Kowgios supervised the development of the published federal government standards for hospital and ambulatory facilities construction. He assisted numerous acute care hospitals in converting their operations to improve their overall financial position. He also negotiated and signed a collaborative agreement with the American Hospital Association (AHA) and the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) to evaluate the effectiveness of the standards for hospital construction. Mr. Kowgios supervised the development of a life safety survey tool and the unit that field tested the survey instrument at over 50 DOD hospitals. And as the HHS member of the

National Fire Protection Association, he co-chaired the subcommittee that set life safety code standards for health care organizations.

- **DHHS, HRSA Office of Operations, Chief**

Mr. Kowgios was the official who was responsible for planning and managing HRSA's field operations conducted in the ten regional offices.

- **DHHS, Health Resources and Services Administration (HRSA) – Division of Financial Management, Director**

Mr. Kowgios supervised the formulation and justification of the agency's annual budget. He worked directly with members of U.S. Congress and their staff in obtaining the annual appropriation for HRSA. Through the apportionment process, Mr. Kowgios prepared and obtained approval of the agency's annual operating budget plans from the Office of Management and Budget (OMB) and the Department of the Treasury (DOT). He developed, implemented, and monitored the Agency's annual budget operational plans, as well as prepared required accounting reports on the actual expenditure of the agency's resources. He also served as HRSA's representative to the PSC Service and Supply fund.

- **Department of Health and Human Services (DHHS), Bureau of Primary Health Care (BPHC), Associate Director of Operations and Management, Chief Operations Officer**

Mr. Kowgios managed the daily operations of the Bureau's budget, personnel, grant, and contract administration; equipment and facilities requirements; and program operations. Also, as a member of the Bureau's Executive Council, he participated in the development of the Bureau's long-range strategic planning process. As principal management official, he was in charge of the development and implementation of the Bureau's annual spending plans. This responsibility included determining, deploying, and continually evaluating the effectiveness of those resources dedicated to meet planning goals and objectives.

EDUCATION

M. S., Cornell University, Ithaca, New York, 1969

B. S., Ithaca College, Ithaca, New York, 1968

Special Studies Health Law and Economics, University of Miami, 1980

Graduate Management Leadership Program, Prince George's College, 1981

HONORS AND AWARDS

HRSA's Administrator's Award for Excellence

HRSA's Administrator's Meritorious Service Award

Candidate, Arthur S. Fleming Award

Member Senior Executive Service (SES)

TRAINING AND CERTIFICATIONS

Emergency Management Institute – IS-100 Introduction to the Incident Command System (2006)

Emergency Management Institute – IS-200 ICS for Single Resources and Initial Action Incidents (2006)

Emergency Management Institute – IS-546 Continuity of Operations (COOP) Awareness Course (2006)

Emergency Management Institute – IS-700 National Incident Management System (NIMS) an Introduction (2006)

Emergency Management Institute – IS-800 National Response Plan (NRP), an Introduction (2006)

STEPHEN J. HUFFMAN

EXPERIENCE

Nakamoto Group, Inc.

July, 2013-Present

- **Subject Matter Expert** of Annual Detention Reviews for U.S. Immigration and Customs Enforcement-Adult reviews of Jails and Prisons including; Administration, Food Service, Safety and Security, Medical Service. Currently maintain a U.S. Homeland Security Clearance.
- Certified Prison Rape Elimination Act (PREA) Auditor for Adult Prison and Jails, Juvenile Facilities and Community Confinement Facilities.

Ohio Department of Rehabilitation and Correction, Columbus, Ohio

January, 2011-July, 2013

- **Assistant Director** and overall supervision of 51,000 incarcerated inmates in 30 prisons and 130,000 inmates on parole. Directly supervise all Deputy Directors and a \$1.9 billion budget. Areas of supervision include; Business Administration, 4 Prison Regional Directors, Medical and Mental Health Administrator, Chief Inspector-PREA Coordinator ACA Coordinator, Classification, STG Administrator, Reentry Administrator, Education Administrator and Parole and Probation Administrator.

Tri-County Regional Jail, Mechanicsburg, Ohio

April, 2010-December, 2010

- **Executive Director** of the 156 bed facility for Champaign, Union and Madison counties.
- Overall responsibility of the Administrative, Fiscal, Security, Medical and Safety Operations.

MGT of America, Inc., Austin, Texas

June, 2008-March, 2010

- **Lead Compliance Inspector** of Annual Detention Reviews for U.S. Immigration and Customs Enforcement - Adult reviews of Jails and Prisons including; Administration, Food Service, Medical Service, Safety and Security. Maintain a U.S. Homeland Security Clearance.

Creative Corrections, Beaumont, Texas

October, 2007-2008

- **Reviewer-In-Charge** of Annual Detention Reviews for U.S. Immigration and Customs Enforcement (Adult and Juvenile) reviews of Jails and Prisons including Administration, Food Service, Medical Service, Safety and Security. Maintain a U.S. Homeland Security Clearance

Ohio Department of Rehabilitation and Correction, Columbus, Ohio

Office of Prisons/Central Office

2000-2007

- **Deputy Director of Prisons, North and South Regions** -Immediate supervisor of the Wardens and operations of 16 prisons.
- Supervisor of various bureaus including; Classification, Education, Security, Religious Services, Safety and Health, Security Threat Group and Social Service.

- ❖ Audited and Supervised Special Housing Units of Protective Control and Juvenile Units reviewing security instruments, annual and special reviews of placement making sure proper Ohio and ACA policies and standards ; i.e. placement, separations privileges and programming are followed including the Juvenile inmates sight and sound from adult inmates standard was followed. Interviewed inmates
- ❖ Audited and Supervised Special Management Units to make sure due process of placement, medical, mental health, recreation, sanitation and other Ohio and ACA standards are followed. Established Control Units in Level 3 (Close Security) prisons to assist in managing disruptive inmates without transferring to Level 4/5 (Maximum Security) prisons. Placement and discharge from this unit is based upon inmate's behavior and willingness to participate in evidence based programming such as "Thinking for a Change" and "Anger Management."
- ❖ Audited and Supervised Maximum and Super-Maximum inmate placement to make sure of proper classification placement/ due process, mental health and medical standards and protocols are followed according to judicial requirements established by Austin vs. Wilkinson; 2001. Established reentry programs to assist inmates who are being released from maximum security prisons who had long-term sentences.
- ❖ Assisted and Supervised the Security Threat Group Administrator with strategies managing security threat groups. Strategies include;
 - Monitoring inmate telephone calls individually and by specific STG groups.
 - Monitoring inmate incoming and outgoing mail.
 - Utilize confidential informants and staff information from observation and contacts with inmates.
 - STG intelligence from local, state and federal law enforcement agencies.
 - Maintaining inmate information including tattoos, nicknames, jobs and searches and housing unit/lock.
 - Work closely with Bureau of Classification to maintain increases and decreases of security level.
 - Monitor statewide trends of STG.
 - STG information made available daily to Attorney General's Office OHLEG System, (Ohio Law Enforcement Gateway) system, making information available to law enforcement agencies across the state assisting them in investigations, traffic stops, etc.
- Involved in Union negotiations and staff disciplinary actions.
- Managed the \$800.0 million Office of Prison budget.

Ohio Department of Rehabilitation and Correction, Columbus, Ohio
Division of Business Administration/Central Office
1999

- **Bureau Chief of the Division of Construction, Activation and Maintenance-** Administered the planning, design and construction of all capital improvement projects including medical and food service operations.
- Agency liaison to the State of Ohio Legislative Controlling Board

Ohio Department of Rehabilitation and Correction, Lucasville, Ohio
Southern Ohio Correctional Facility
 1997-1999

- **Warden** of 1500 bed maximum security prison with 750 staff.
- I was responsible for the overall supervision of security, programs, religious services, medical services, food service, maintenance, and the business office.
- Managed a \$45 million budget.
- Facilitated the first execution in 34 years in the State of Ohio.

Ohio Department of Rehabilitation and Correction, Lancaster, Ohio
Southeastern Correctional Institution
 1995-1997

- **Warden** of an 1800 bed minimum and medium security prison, including a 100 bed Boot Camp and 100 bed juvenile populations.

Ohio Department of Rehabilitation and Correction, Columbus, Ohio
Office of Prisons/Central Office
 1996

- **Security Administrator for Southern Region** overseeing the overall security of 16 prisons.

Ohio Department of Rehabilitation and Correction, Orient, Ohio
Correctional Reception Center
 1995

- **Deputy Warden of Operations (Custody)** and responsible for the overall security and programming of the 2000 bed reception facility.

Ohio Department of Rehabilitation and Correction, Lebanon, Ohio
Warren Correctional Institution
 1989-1995

- **Deputy Warden of Operations (Custody) and Administration (Business)** for 1600 bed close security and protective custody facility. I was responsible for the overall supervision of security, programs, religious services, medical services, food service, maintenance, business office and cashiers office.

Ohio Department of Rehabilitation and Correction, Lima, Ohio
Allen Correctional Institution
 1986-1987

- **Deputy Warden of Administration (Business)** for a 1000 bed medium security facility.

Ohio Department of Rehabilitation and Correction, Columbus, Ohio
Division of Business Administration/Central Office
 1983-1985

- **Bureau Chief of Fiscal Audits**

Ohio Department of Rehabilitation and Correction, London, Ohio

**London Correctional Institution
1981-1983**

- **Pre-Release Coordinator and Commissary Manager** for a 2500 bed minimum and medium security prison.

EDUCATION and TRAINING

B.S. S. Business Administration/Psychology
August, 1996

Ohio University,
Athens, Ohio

Graduate of the Executive Excellence Program
National Institute of Corrections Training Academy **Longmont, Colorado**
January, 2000

Annual Ohio Department of Rehabilitation and Correction In-Service Training
1990-2007

Presenter and Instructor of Various Training Classes including Critical Incident Management, Ethics, IPC Skills, Security Threat Groups, Fiscal Controls.
1990-2007

National Institute of Corrections Training for Jail Administrators
August, 2010

Maintain U.S. Homeland Security Clearance

PROFESSIONAL ORGANIZATIONS

1983-Present

American Correctional Association

- Delegate Assembly Member
- Adult Corrections Committee Member
- Boot Camp Committee Member
- Former Certified ACA Auditor

Ohio Wardens and Superintendents Association

- Past President
- Past Treasurer

Ohio Court and Corrections Association

North American Association of Wardens and Superintendents

Correctional Accreditation Association of Ohio

REFERENCES

Gary C. Mohr, Director of the Ohio Department of Rehabilitation and Correction
Columbus, Ohio (614) 752-1150

**Terry J. Collins, Former Director of the Ohio Department of Rehabilitation and Correction,
Columbus, Ohio (740) 779-2434**

**Ernie Moore, Former Director of the Ohio Department of Rehabilitation and Correction,
Columbus, Ohio (937) 302-7905**

**Tony Brigano, Court Administrator for Warren County Probate and Juvenile Courts, Lebanon,
Ohio (513) 515-0268**

DIANE G. LEE

Diane Lee has corrections administration experience for over 25 years in all aspects of criminal justice. Experience with adults and juveniles, males and females in both community corrections and institutions. In addition to administration and management of correctional programs she has been an active Chairperson and Auditor for the American Correctional Association standards for over 18 years

EDUCATION:

National PREA Resource Center, Bureau of Justice Assistance, PREA Certified Auditor Training, Potomac, Maryland, June 24-28, 2013

Nakamoto Group, ICE Compliance Reviewer Training, Miami, March 2008

American Correctional Association, Chairperson and Auditor, Since 1996

University of South Florida, Florida Supreme Court, Certified Family and Civil Mediator, 1995

MPA (Master of Public Administration), University of Wisconsin, 1984

BS (Bachelor of Science in Social Work and English), University of Wisconsin, 1974

Diploma, Washington High School, Milwaukee, Wisconsin, 1970

EMPLOYMENT:

CORRECTIONAL SERVICES ADMINISTRATOR: (8-24-01 to 1-15-13 Retired) State of Florida, Department of Corrections, Region 3, Tampa. Develop, administer and coordinate a variety of contracted correctional programs in Region 3. This included supervising the DC programs of Bradenton Drug Treatment Community and Bradenton Probation and Restitution Center. Ensure all residential, transitional, substance abuse, mental health and sex-offender outpatient and residential faith-based programs are meeting contractual requirements, including on-site visits and evaluations. Liaison with other entities to ensure all programs operate as designed. Certify invoices and assist with determining budget allocations.

PROJECT DIRECTOR/CORRECTIONAL ASSISTANT WARDEN:(3-93 to 8-24-01) State of Florida, Department of Corrections, Bradenton Drug Treatment Community. Selected to implement a unique, federally funded pioneer demonstration program; one of four in the nation, to successfully treat youthful (ages 16-24), chronic substance abusing offenders as an alternative to prison. Responsible for operation and administration of the program including budget preparation and maintenance of annual \$2 million. The 18-month program successfully combined corrections staff and private treatment staff to provide services for offenders from a 14 county area. Consisting of three phases, two residential therapeutic communities and one intense community supervision phase. Responsible for federal and state reports, supervision of staff, day-to day operations of correctional facility including on-call emergency situations and developing successful transitions through each phase. Through the monitoring of contracts, evaluation and successful research results BDTC was chosen as a cost effective national model prison diversion program.

ASSISTANT DETENTION CENTER SUPERINTENDENT: (11-92 to 3-93) State of Florida, HRS, Brevard Juvenile Detention Center, Sharpes, FL. Responsible for the direction and coordination administrative, security and professional management of a secure detention facility which includes education programs, food service, home detention, maintenance, work and transportation of all offenders. Supervision of staff and reports required for management review of juvenile detention.

DELINQUENCY CASE MANAGEMENT SUPERVISOR (5-92 TO 11-92) State of Florida, HRS, Palm Bay, FL. Responsible for supervision of casework activities for delinquent children. Review, maintain and evaluate casework of counselors including Special Intensive Group, Re-Entry Program, and Court Counselor. Review and approve court reports, maintain liaison with courts, state attorney, parents,

alternative programs, law enforcement and other resources to provide services to juveniles.

PROTECTIVE INVESTIGATOR (3-91 to 5-92) State of Florida, HRS, Cocoa, FL. Investigative casework for children alleged to be abused, abandoned, neglected or exploited. Investigative reports, conduct on-site review and interviews, collect evidence, notify state attorney and law enforcement, provide emergency placement, and refer families to resources and counsel families in crisis. Determine findings and prepare all court proceedings.

SUPERINTENDENT (4-88 TO 3-91) State of Wisconsin, DC, Sanger B. Powers Correctional Center, Oneida, WI. Overall responsibility for the administration and operation of adult male prison. Plan, organize and direct all activities of a multi-faceted prison including security, discipline, treatment, community work crews, food service, laundry, maintenance, work and study release, and personnel.

PROBATION AND PAROLE AGENT (8-85 TO 4-88) State of Wisconsin, DC, Oshkosh, WI. Supervised generic caseload of offenders including case management, counseling, investigation of offenses and violations, preparation of pre-sentence, violation and revocation reports, attend court hearings and referral to community resources. (Developed and counseled the first Male Batterers Group in district.)

PERSONNEL MANAGER (2-85 to 8-85) State of Wisconsin, DC, Oshkosh Correctional Institution. Selected to perform highly responsible personnel management work for newly constructed adult male prison. Prepare for ACA Accreditation, prepare all personnel duties for 300 positions. Administration and coordination of employment relations, supervisory training, affirmative action plans, payroll and benefits.

SOCIAL WORKER III (6-80 TO 2-85) State of Wisconsin, DC, Corrections Drug Abuse Treatment Center, Winnebago, WI. Selected to provide social work services in a newly developed early release prison program for adult male inmates. Duties included casework and group treatment for substance abuse and criminal thinking to develop responsible behaviors and attitudes. Assessment to determine the nature and causes of substance abuse and criminal behavior. Formulate service delivery plans to aid offenders and provide treatment.

CBRF SURVEYOR - SOCIAL SERVICES SPECIALIST (10-79 to 7-80) State of Wisconsin, Bureau of Licensing and Regulation, Madison, WI. Conducted survey audits of community based residential facilities in a 4 county region to determine compliance with the Wisconsin Administrative Rules.

DIRECTOR, (7-78 TO 10-79) Rehabilitation House, Inc., Neenah, WI. Developed and implemented policies and procedures for halfway house for men and women with mental/emotional problems released from the State Hospital. Promote active participation of all residents, maintain liaison with referring agencies, and provide services to accomplish treatment plans. Supervision and training of staff and volunteers. Administrative functions such as progress reports, grant writing, compliance with CBRF standards, and annual reports. Successfully acquired grant to build new facility.

COORDINATOR, (8-76 to 7-78) ADVOCAP, Inc, Supported Work Program, Oshkosh, WI. Responsible for implementing, coordinating, and administering the Home Chore Services and Secretarial Records projects, recruitment of work, and public relations. Services were for a community action program serving clients with a multitude of disabilities and social problems.

SOCIAL WORKER, (7-75 TO 7-76) ADVOCAP, Inc. Oshkosh, WI. Case management for adults with mental/emotional problems and poor work history. Identify special needs of the clients and secure services for them in the areas of psychiatric counseling, transportation assistance, legal services, remedial education and housing. Part of a research project funded by the FORD Foundation.

MANPOWER SPECIALIST, (1-75 to 7-75) State of Wisconsin, Job Service, Oshkosh, WI. Worked with all walk-ins and food stamp recipients evaluating their employability. Interviewing and determining eligibility for the Comprehensive Employment and Training Act (CETA).

FIELD WORK:

Young Women's Christian Association (YMCA), Neenah, WI. 296 hours of field work experience as an Activity Director (1973).

State of Wisconsin, DC, Probation and Parole, Fond du Lac, WI. 192 hours of fieldwork experience (1974).

BACKGROUND:

Born and raised in Milwaukee, WI. High school activities included choir, Future Teachers of America, Student Council, Girl's Athletic Association and Drill Team. Undergraduate college founder and President of the Social Work Interest Group, member of the Social Work Curriculum Committee, and award for Outstanding Senior.

PROFESSIONAL AFFILIATIONS:

American Correctional Association, American Probation and Parole Association, American Society of Public Administration, Board Member of the Sarasota/Manatee Drug Free Community, Florida Certified Mediators Association, Florida Council on Crime and Delinquency, Southern States Correctional Association. Past member of National Association of Social Workers, Mental Health Association, National Federation of Halfway Houses, and Midwest Gang Investigation Association.

- **PEER SUPPORT TRAUMA PROVIDER** for fellow employees.
- **CHAIR AND AUDITOR** for American Correctional Association-over 60 audits
- **AUDITOR** for Florida Department of Corrections Management Review Process
- **MONITOR** for Manatee County Government Substance Abuse Programs
- **CIVIL MEDIATOR** for Neighborhood Justice Center, Riverview, Florida.

AWARDS AND PRESENTATIONS:

ARTICLES Published in American Correctional Association "Corrections Today" magazine and "The State of Corrections - 1997 Proceedings ACA Annual Conference".

Correctional Employee of the Year 1996, chosen by Florida Council on Crime and Delinquency, Chapter 14.

Selected by the **Offender Programs Committee, ACA**, as "Programs that Work" for the August 1996 Corrections Today Magazine.

Quality Performance Award presented in Tallahassee, FL by State of Florida, Department of Corrections Secretary Harry K. Singletary, Jr., 1996.

Faculty Instructor, Hillsborough Community College, FDLE Certified Instructor, 1999 to present

Presenter, California Youth Authority's Transfer of Knowledge Workshop, Stockton, CA. (October 1998)

Presenter, American Correctional Association, 127th Congress of Corrections, Orlando, FL. (August 1997)

Speaker, Hillsborough Correctional Institution, TIER IV Graduation. (July 1997)

Presenter, Florida Association of Community Corrections 3rd Annual Conference, Sarasota, FL (1996)

Presenter, 19th Annual National Association of Alcoholism and Drug Counselors Conference, Orlando, FL (1995)

Presenter, Fifth National Conference on Drugs and Crime, Orlando, FL (1995)

Presenter, Correctional Options Grant Program Conference, Bureau of Justice Assistance, Berkeley, CA (1994)

Presenter, Fourth Annual Conference on Evaluating Crime and Drug Control Initiatives, U.S.

Department of Justice, Washington DC (1993)
INTERESTS: Golf, gardening, sewing and writing

EDWARD B. MOTLEY

PROFILE: More than 30 years' experience in Criminal Justice (Correctional Administration, Law Enforcement, and Education); background includes planning, organizing, supervising, and evaluating programs.

PERSONAL: Excellent oral/written communication and presentation skills.

SKILLS: Highly organized; adept at planning and scheduling; productive under pressure, computer knowledgeable.

EDUCATION: *Salve Regina University*, Newport, RI
MS Management May 2001
Wayne State University, Detroit, MI
BS Criminal Justice December 1980

SELECTED ACHIEVEMENTS

Oversaw Operations of the Indiana Department of Correction facilities, including security, safety, and accountability of inmates;

Directed all department operations of a Federal Correctional facility and oversaw staff of over 250 personnel including safety and accountability for an inmate population of over 1100;

Provided major role in determining and establishing policies and programs involved in the institutional operations;

Directed and actively participated on committee meetings, oversaw progress of programs, evaluated personnel performance, and resolved any problems to assure compliance with federal and state laws and regulations;

Prepared and presented training classes for personnel orientation in area of Employee Code of Conduct and Annual Training in Sexual Harassment and Ethics

PROFESSIONAL EXPERIENCE

Edgar County Sheriff, Paris, IL (Elected Position, 1st Term)	2010-Present
Compliance Reviewer, The Nakamoto Group, Inc (ICE)	2007-2010
Adjunct Professor (Criminology), Indiana State University	2005-Present
Deputy Commissioner, Indiana Department of Correction, IN	2005-2006
Warden, Federal Detention Center, Philadelphia, PA	2003-2005 (Retired)

AFFILIATIONS

North American Association of Wardens and Superintendents

Veterans of Foreign Wars (U.S. Army, Vietnam)

Pennsylvania Prison Wardens Association

Rotary Club International (Past President)

National Sheriff's Association

Illinois State Rifle Association

Edgar County Farm Bureau

Illinois Police Association

American Legion 40 et 8

American Legion

TRAINING

Attended 40 hour Federal Bureau of Prisons Seminar on PREA, 2002
Team member in developing PREA for Indiana Department of Correction, 2005