



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

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

603-271-5610 FAX: 1-888-908-6609
TDD Access: 1-800-735-2964
www.nh.gov/nhdcc

Helen E. Hanks
Commissioner

Robin H. Maddaus
Director

March 28, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the NH Department of Corrections (NHDCC) to exercise a one-year contract renewal option, Amendment Agreement #2, with Patrick J. Zirpoli, LLC (VC # 278313), 149 Spruce Swamp Road, Milanville, PA 18443, to increase the contract amount by \$5,500.00 from \$13,250.00 to \$18,750.00 for the provision of Prison Rape Elimination Act (PREA) Auditing Services for the period effective upon Governor and Executive Council approval through June 30, 2020. The original contract, Agreement 17-03-GFCOM, became effective on March 27, 2017 the date of when the Agreement was signed by the State Agency and Amendment Agreement #1 became effective on February 20, 2018 the date of when the Amendment was signed by the State Agency. 100% General Funds

Funds are available in the following account, *Professional Standards*: 02-46-46-462510-5929-102-500731 as follows with the authority to adjust encumbrances in each State Fiscal Year through the Budget Office if necessary and justified. Funding for 2020 is contingent upon the availability and continued appropriation of funds.

Patrick J. Zirpoli, LLC

Original Contract, Agreement 17-03-GFCOM

Account	Description	SFY 2018	SFY 2019	SFY 2020	Total
02-46-46-462510-5929-102-500731	Professional Standards	7,750.00	-	-	7,750.00

Amendment Agreement # 1

Account	Description	SFY 2018	SFY 2019	SFY 2020	Total
02-46-46-462510-5929-102-500731	Professional Standards	-	5,500.00	-	5,500.00

Amendment Agreement # 2

Account	Description	SFY 2018	SFY 2019	SFY 2020	Total
02-46-46-462510-5929-102-500731	Professional Standards	-	-	5,500.00	5,500.00

Total Contract Amount		7,750.00	5,500.00	5,500.00	\$ 18,750.00
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EXPLANATION

The purpose of this request is to seek Governor and Executive Council approval in accordance with the amended MOP 150, which lowered the services contract threshold to \$10,000, that took effect on July 1, 2018 for PREA Auditing Services with the original contract Agreement effective on March 27, 2017 and Amendment Agreement #1 effective on February 20, 2018.

PREA is a federal law enacted in 2003 and was created to eliminate sexual abuse in confinement. Federal funds were provided for research, programs, training and technical assistance to address sexual abuse. 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.

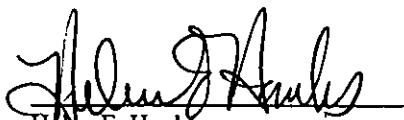
The original contract provided PREA Auditing Services for the Northern NH Correctional Facility (NCF), Berlin, NH; the Concord Transitional Work Center (CTWC), Concord, NH and the Calumet Transitional Housing Unit (Calumet House), Manchester, NH.

Amendment Agreement #1 provided PREA Auditing Services for the NH 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.

Pursuant to the standards, Amendment Agreement #2 will provide PREA Auditing Services for the Shea Farm Transitional Housing Unit, a minimum security facility for women, and the NH Correctional Facility for Women (NHCF-W) a minimum to medium and close custody facility for women, both located in Concord, NH. The initial cost for auditing services for Shea Farm and NHCF-W will be an all-inclusive cost of \$5,500.00 to include any correctional action plan, if required.

Amendment Agreement #2 shall modify the Agreement's, completion date and price limitation of the contract. 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,



Helen E. Hanks
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

Helen E. Hanks
Commissioner

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

Robin H. Maddaus
Director

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AMENDMENT AGREEMENT # 2

This amendment is between the State of New Hampshire, acting by and through the STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS ("State" or "Department"), and PATRICK J. ZIRPOLI, LLC ("Contractor"), a Pennsylvania Limited Liability Company with a place of business at 149 Spruce Swamp Road, Milanville, PA 18443.

WHEREAS, pursuant to a Contract ("Agreement 17-03-GFCOM") with an effective date of March 27, 2017, the Contractor agreed to perform Prison Rape Elimination Act (PREA) Auditing Services based upon the terms and conditions specified in the original Agreement as amended and in consideration of certain sums specified; and

WHEREAS, the State and Contractor have agreed to make changes to the completion date, price limitation and scope of services of the Agreement; and

WHEREAS, pursuant to the General Provisions, Form P-37, v. 5/8/15, Paragraph 18 of the Agreement and Exhibit A, Paragraph 9, Terms of Contract, 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

WHEREAS, the State exercised the first renewal period provided for in Exhibit A, Paragraph 9, Terms of the Contract by Amendment Agreement #1, effective February 20, 2018.

WHEREAS, the State wishes to exercise the second renewal period provided for in Exhibit A, Paragraph 9, Terms of the Contract.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the original Agreement, as modified by Amendment Agreement #1, and set forth herein, the parties hereto agree as follow:

To amend as follows:

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read: "June 30, 2020";
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: "\$18,750.00" an increase of \$5,500.00 above the Price Limitation provided by Amendment Agreement #1 with an effective date of February 20, 2018 and a total increase of \$11,000 above the original Contract Price Limitation;
3. Scope of Services, Exhibit A Section 2., Location of Services, as modified by Amendment Agreement #1, to read:

Pursuant to the standards, three (3) facilities to be audited prior to August 20, 2017, during the original contract period shall be the Northern NH Correctional Facility (NCF), Berlin, NH; the Transition Work Center (TWC), Concord, NH; and the Calumet Transitional Housing Unit (Calumet House) located in Manchester, NH.

- 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 (NHSP-M).
- The Calumet House is a supervised community residence for men where the residents are expected to obtain employment in the community.

Pursuant to the standards, the two (2) facilities that need to be audited prior to August 20, 2018, are the NH State Prison for Men (NHSP-M) located in Concord, NH; and the North End Transitional Housing Unit, North End House (NEH) located in Concord, NH.

- 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.

Pursuant to the standards, the two (2) facilities that need to be audited prior to August 20, 2019 is the Shea Farm Transitional Housing Unit and the NH Correctional Facility for Women (NHCF-W) located in Concord, NH.

- Shea Farm Transitional Housing Unit is a minimum security facility for women housing approximately 40 female C-1 and C-2 persons under Departmental control.
- NH Correctional Facility for Women is a minimum to medium and closed custody facility for women housing approximately 170 persons under Departmental control to include those housed at the Strafford County Jail.

4. Scope of Services, Exhibit A, Section 5., General Scope of Work, as Modified by Amendment Agreement #1, to read:

The federal standard requires the PREA Audit to be completed by August 20, 2017. The NH Department of Corrections seeks PREA Auditing services to be performed no later than June 1, 2017 with the final audit report completed by June 30, 2017. The facilities to be audited during the original contract period will be the NCF, TWC and Calumet House Facilities.

The federal standard requires the PREA Audit to be completed by August 20, 2018. The NH Department of Corrections seeks PREA Auditing services to be performed no later than June 1, 2018 with the final audit report completed by June 30, 2018. The facilities to be audited during the first renewal period will be the NHSP-M and the North End House (NEH) Facilities.

The federal standard requires the PREA Audit to be completed by August 20, 2019. The NH Department of Corrections seeks PREA Auditing services to be performed no later than June 1, 2019 with the final audit report completed by June 30, 2019. The facilities to be audited during the second renewal period will be the Shea Farm Transitional Housing Unit and the NH Correctional Facility for Women facilities.

5. Scope of Services, Exhibit A, Section 9, Terms of Contract, as modified by Amendment Agreement #1, to read:

A Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning April 1, 2017 or upon approval by the Governor and Executive Council (G&C) of the State of New Hampshire whichever is later through June 30, 2018, 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.

6. Estimated Budget/Method of Payment, Exhibit B, Section 2., Estimated Costs/Fee Schedule, as modified by Amendment Agreement #1, to read:

2.1 Service Fee Schedule Period: April 1, 2017 or upon approval by the Governor and Executive Council (G&C) of the State of New Hampshire whichever is later through June 30, 2018 with the option to renew for two 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 Fee Schedule for services shall include but not limited to all pre-audit, audit and post-audit work.

2.2.1 If a Corrective Action Plan (CAP) period is initiated, please identify the cost of the CAP services separately from the cost of all pre-audit, audit and post-audit services.

7. To amend the Estimated Budget/Method of Payment, Exhibit B, of the original contract, as modified by Amendment Agreement #1, to read:

Facility	Price Proposal¹
Northern New Hampshire Correctional Facility	\$3,250
Transition Work Center	\$2,250
The Calumet House	\$2,250
NH State Prison for Men (NHSP-M)	\$3,250
North End Transitional Housing Unit (NEH)	\$2,250
NH Correctional Facility for Women (NHCF-W)	\$3,250
Shea Farm Transitional Housing Unit	\$2,250

8. That this Amendment Agreement #2 shall become effective from on the date the N.H. Governor and Executive Council approve the amendment; and

9. That all other provisions of the Agreement and Amendment Agreement #1 shall remain in full force and effect.

¹ Services inclusive from beginning to end of audit process. There are no extra costs for any corrective action period.

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

SIGNATURE PAGE TO AMENDMENT AGREEMENT # 2 TO: Prison Rape Elimination Act
(PREA) Auditing Services Agreement 17-03-GFCOM and Amendment Agreement #1.

STATE OF NEW HAMPSHIRE DEPARTMENT OF
CORRECTIONS

By: [Signature]
Name: Heaven E. Hanks
Title: Commissioner
Date: 3/29/19

PATRICK J. ZIRPOLI, LLC

By: [Signature]
Name: Patrick J. Zirpoli
Title: Owner
Date: _____

STATE OF Pennsylvania

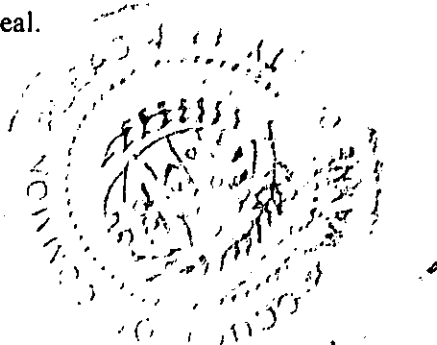
COUNTY OF Wayne

On this 21st day of March 2019, before me, Deborah M. Fritz the undersigned officer, personally appeared Patrick J. Zirpoli, 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
DEPUTY PROTHONOTARY WAYNE CO. PA
My Commission Expires Jan. 6, 2020

My Commission Expires: Jan. 6, 2020



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

4/16/2019
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 PATRICK J ZIRPOLI, LLC is a Pennsylvania Limited Liability Company registered to transact business in New Hampshire on May 23, 2017. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 770958

Certificate Number : 0004413394



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of February A.D. 2019.

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

William M. Gardner
Secretary of State



State of New Hampshire

Department of State

2019 ANNUAL REPORT

Filed
Date Filed: 2/18/2019
Effective Date: 2/18/2019
Business ID: 770958
William M. Gardner Secretary of State

BUSINESS NAME: PATRICK J ZIRPOLI, LLC
BUSINESS TYPE: Foreign Limited Liability Company
BUSINESS ID: 770958
STATE OF FORMATION: Pennsylvania

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
149 Spruce Swamp Road Milanville, PA, 18443, USA	149 Spruce Swamp Road Milanville, PA, 18443, USA

REGISTERED AGENT AND OFFICE
REGISTERED AGENT: Registered Agents Inc. (658418)
REGISTERED AGENT OFFICE ADDRESS: 159 Main Street Ste 100 Nashua, NH, 03060, USA

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
OTHER / PREA Auditing Services NAICS CODE-541611 DUNS# 080353160	

MANAGER / MEMBER INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Patrick J Zirpoli	149 Spruce Swamp Road, Milanville, PA, 18443, USA	Manager

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Title: **Manager**

Business Name: **Patrick J Zirpoli LLC**

Name of Signer: **Patrick J Zirpoli**

Title of Signer: **Manager**

Certificate of Authority # 4

(Limited partnership or LLC with Manager)

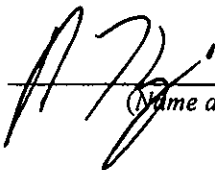
Limited Partnership or LLC Certification of Authority

I, Patrick J. Zirpoli, hereby certify that I am the sole ~~Partner, Member~~ or Manager
(Name)
of Patrick J. Zirpoli, LLC a limited liability partnership under RSA 304-B or a
(Name of Partnership or LLC)
limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization has not been amended or repealed and remains in full force as of the date of the date below.

DATED: 4/7/19

ATTEST:  MANAGER
(Name and Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/11/2019

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 Judy Clune 805 Main St STE 201 Honesdale PA 18431		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):	
INSURED Patrick J. Zirpoli LLC 149 Spruce Swamp Road Milanville PA 18443		INSURER(S) AFFORDING COVERAGE INSURER A: Evanston-Insurance Company NAIC # 35378 INSURER B: Hiscox Insurance Company Inc. 10200 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

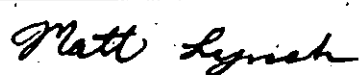
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X X	3AA320904	02/06/2019	02/06/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ EXCLUDED \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		The insurer which has issued this insurance is not licensed by the Pennsylvania Insurance Department and is subject to limited regulation. This insurance is NOT covered by the Pennsylvania Property and Casualty Insurance Guaranty Association. Matthew A. Lynch 7300 Metro Blvd. Suite 355 Minneapolis, MN 55439			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE OTH-ER
	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 N N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability		MPL1533273.19	02/06/2019	02/06/2020	\$2,000,000 Each Claim \$2,000,000 Aggregate

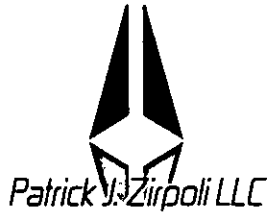
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cert holder is Additional Insured with Waiver of Subrogation with respects to the General Liability if required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

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

149 Spruce Swamp Road
Milanville, PA 18443

570-729-4131

November 12, 2018

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

Re: Workers' Compensation Insurance Requirement

To Whom It May Concern:

This is to request an exemption from the Worker's Compensation Insurance requirement. I am the sole owner, sole-proprietor, of my organization, Patrick J. Zirpoli LLC, and I am not required to carry workers' compensation.

Thank you,

A handwritten signature in black ink, appearing to read "Patrick J. Zirpoli", is written over the typed name.

Patrick J. Zirpoli, Owner

NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

Cor 307 Items Considered Contraband. Contraband shall consist of:

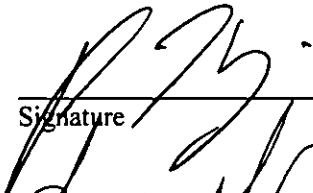
- a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
 - (1) narcotics
 - (2) controlled drugs or
 - (3) automatic or concealed weapons possessed by those not licensed to have them.
- b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target.
- c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target.
- d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.
- e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.
- f) Any intoxicating beverage.
- g) Sums of money or negotiable instruments in excess of \$100.00.
- h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit.
- i) The following types of items in the possession of an individual who is not in a vehicle, but shall not be contraband stored in a secured vehicle:
 - (1) knives and knife-like weapons, clubs and club-like weapons,
 - (2) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
 - (3) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
 - (4) pornography or pictures of visitors or prospective visitors undressed,
 - (5) radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
 - (6) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
 - (7) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
 - (8) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

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

COR 307.03 Searches and Inspections Authorized.

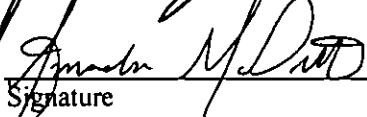
- a) Any person or property on state prison grounds shall be subject to search to discover contraband...
Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search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

Patrick J. Zirpoli
Name


Signature

3/21/19
Date

Amanda McDevitt
Witness Name


Signature

3/21/19
Date

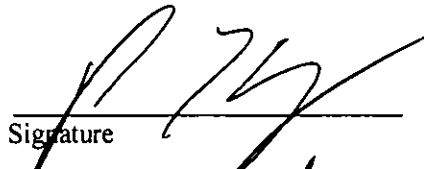
NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

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

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

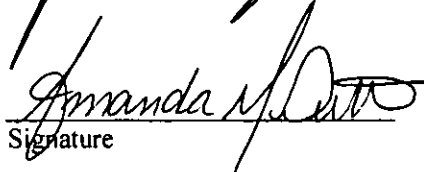
Any violation of the above may result in immediate termination of any and all contractual obligations.

Patrick J. Zirpoli
Name


Signature

3/21/19
Date

Amanda McDevitt
Witness Name


Signature

3/21/19
Date

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

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

Patrick J. Zirpoli

Name

Signature

Date

Amanda McDevitt

Witness Name

Signature

Date

3/21/19

3/21/19



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

**Helen E. Hanks
Commissioner**

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 1-888-908-6609
TDD Access: 1-800-735-2964
www.nh.gov/nhdoc

**Robin H. Maddaus
Director**

**PRISON RAPE ELIMINATION ACT
ACKNOWLEDGEMENT FORM**

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

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

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

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

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

As a Contractor and/or Subcontractor of the NH Department of Corrections, I understand that I shall inform all employees of the Contractor and/or Subcontractor to adhere to all policies concerning PREA, RSA 632-A:2, RSA 632-A:3, RSA 632-A:4 and departmental policies including NHDOC 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): Patrick J. Zirpoli Date: 3/21/19
(Name of Contract Signatory)

Signature:
(Signature of Contract Signatory)

Lind, Jennifer

Subject: RE: 2019 PREA Audit

From: pjz6896 [mailto:pjz6896@ptd.net]
Sent: Thursday, November 1, 2018 8:31 PM
To: Lind, Jennifer
Cc: Cusack, Lynmarie
Subject: Re: 2019 PREA Audit

Ms. Lind and Ms. Cusack,

Good evening. As per our contract the following is the cost for each Audit:

<u>Facility</u>	<u>Address</u>	<u>[1]Price Proposal</u>
NH Correctional Facility for Women (NHCF-W)	42 Perimeter Road, Concord, NH	\$ 3,250.00
Shea Farm Traditional Housing Unit	60 Iron Works Road, Concord, NH	\$ 2,250.00

I look forward to working through the audit process with NH DOC. Mid may of 2019 works for me with the audit schedule.

Ms. Cusack I am in Oklahoma conducting four audits for the Oklahoma Department of Corrections, I will return home on November 10th, if you are available the 12th or 13th we can chat and confirm the audit schedule.

Respectfully,

Pat

Patrick J. Zirpoli
Certified PREA Auditor

From: "Jennifer Lind" <Jennifer.Lind@doc.nh.gov>
To: "pjz6896" <pjz6896@ptd.net>
Cc: "Cusack, Lynmarie" <Lynmarie.Cusack@doc.nh.gov>
Sent: Thursday, November 1, 2018 10:32:03 AM
Subject: RE: 2019 PREA Audit

Hi Patrick,



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

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

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Helen E. Hanks
Commissioner

Robin H. Maddaus
Director

AMENDMENT AGREEMENT # 1

This amendment is between the State of New Hampshire, acting by and through the STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS ("State" or "Department"), and PATRICK J. ZIRPOLI, LLC ("Contractor"), a Pennsylvania Limited Liability Company with a place of business at 149 Spruce Swamp Road, Milanville, PA 18443.

WHEREAS, pursuant to a Contract ("Agreement 17-03-GFCOM") with an effective date of March 27, 2017, 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 completion date, price limitation and scope of services of the Agreement; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement and Exhibit A, Paragraph 9., Terms of Contract, 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

WHEREAS, the parties agreed to change the completion date, increase price limitation and modify the scope of services of the Agreement; 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 1.7, Completion Date, to read: "June 30, 2019";
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: "\$13,250.00" a total increase of \$5,500.00;
3. Scope of Services, Exhibit A Section 2., 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, 2017, during the original contract period shall be the Northern NH Correctional Facility (NCF), Berlin, NH; the Transition Work Center (TWC), Concord, NH; and the Calumet Transitional Housing Unit (Calumet House) located in Manchester, NH.

- 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 (NHSP-M).

- 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, 2018, are the NH State Prison for Men (NHSP-M) located in Concord, NH; and the North End Transitional Housing Unit, North End House (NEH) located in Concord, NH.

- 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.”

4. Scope of Services, Exhibit A, Section 5., General Scope of Work, of the original contract, Agreement, to modify the completion date and location of services by deleting:

“The federal standard requires the PREA Audit to be completed by August 20, 2017. The NH Department of Corrections seeks PREA Auditing services to be performed no later than June 1, 2017 with the final audit report completed by June 30, 2017. The facilities to be audited during the original contract period will be the NCF, TWC and Calumet House Facilities.”

and inserting it is place:

“The federal standard requires the PREA Audit to be completed by August 20, 2018. The NH Department of Corrections seeks PREA Auditing services to be performed no later than June 1, 2018 with the final audit report completed by June 30, 2018. The facilities to be audited during the original contract period will be the NHSP-M and NEH Facilities.”

5. Scope of Services, Exhibit A, Section 9., 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 April 1, 2017 or upon approval by the Governor and Executive Council (G&C) of the State of New Hampshire whichever is later through June 30, 2018, 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:

“Amendment #1 shall become effective on the date Agreement #1 is signed by the State Agency through June 30, 2019 with expected Auditing services to commence on April 1, 2018, but no later than June 1, 2018 and the final audit report completed by June 30, 2018 with the option to renew for one (1) additional period of up to one (1) year.”

6. Estimated Budget/Method of Payment, Exhibit B, Section 2., Estimated Costs/Fee Schedule, of the original contract, Agreement, to modify the Service Fee Schedule Period by deleting “April 1, 2017 or upon approval by the Governor and Executive Council (G&C) or the State of new Hampshire whichever is later through June 30, 2018 with the

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."

and inserting it is place:

"The Service Fee Schedule Period: April 1, 2018 through June 30, 2019 effective on the date of when Agreement #1 is signed by the State Agency with the option to renew for one (1) additional period of up to one (1) year."

7. 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>¹Price Proposal</u>
Northern New Hampshire Correctional Facility	\$3,250
Transition Work Center	\$2,250
The Calumet House	\$2,250

and inserting it is place the following "Price Proposal" chart:

<u>Facility</u>	<u>²Price Proposal</u>
NH State Prison for Men (NHSP-M)	\$3,250
North End Transitional Housing Unit (NEH)	\$2,250

8. That this amendment shall become effective on the date the State Agency approve and executes the amendment; and
9. 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.

¹ Services inclusive from beginning to end of audit process. There are no extra costs for any corrective action period.

² Services inclusive from beginning to end of audit process. There are no extra costs for any corrective action period.

SIGNATURE PAGE TO AMENDMENT AGREEMENT # 1 TO: Prison Rape Elimination Act (PREA) Auditing Services Agreement 17-03-GFCOM.

STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

By: [Signature]
Name: Helen E. Hanks
Title: Commissioner
Date: 2/20/18

PATRICK J. ZIRPOLI LLC

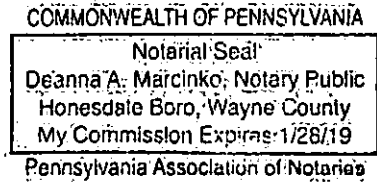
By: [Signature]
Name: Patrick J. Zirpoli
Title: Owner
Date: 2/19/18

STATE OF Pennsylvania
COUNTY OF Wayne

On this 9th day of Feb 20 18, before me Deanna Marcinko, the undersigned officer, personally appeared Patrick Zirpoli, 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



My Commission Expires: 1/28/2019

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

Date

Not Applicable

Approved by the N.H. Governor and Executive Council

Date

Business Information

Business Details

Business Name: PATRICK J ZIRPOLI, LLC	Business ID: 770958
Business Type: Foreign Limited Liability Company	Business Status: Good Standing
Business Creation Date: 05/23/2017	Name in State of Formation: PATRICK J ZIRPOLI, LLC
Date of Formation in Jurisdiction: 10/01/2014	
Principal Office Address: 149 Spruce Swanp Road, Milanville, PA, 18443, USA	Mailing Address: 149 Spruce Swanp Road, Milanville, PA, 18443, USA
Citizenship / State of Formation: Foreign/Pennsylvania	
	Last Annual Report Year: 2018
	Next Report Year: 2019
Duration: Not Stated	
Business Email: pjz6896@ptd.net	Phone #: 570-729-4131
Notification Email: pjz6896@ptd.net	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / PREA Auditing Services NAICS CODE-541611 DUNS# 080353160	

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

Name:	Registered Agents Inc.
Registered Office Address:	159 Main Street Ste 100, Nashua, NH, 03060, USA
Registered Mailing Address:	159 Main Street Ste 100, Nashua, NH, 03060, USA



**State of New Hampshire
Department of State
2018 ANNUAL REPORT**

Filed
Date Filed: 2/8/2018
Effective Date: 2/8/2018
Business ID: 770958
William M. Gardner Secretary of State

BUSINESS NAME: PATRICK J ZIRPOLI, LLC
BUSINESS TYPE: Foreign Limited Liability Company
BUSINESS ID: 770958
STATE OF FORMATION: Pennsylvania

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
149 Spruce Swamp Road Milanville, PA, 18443, USA	149 Spruce Swamp Road Milanville, PA, 18443, USA

REGISTERED AGENT AND OFFICE
REGISTERED AGENT: Registered Agents Inc. (658418)
REGISTERED AGENT OFFICE ADDRESS: 159 Main Street Ste 100 Nashua, NH, 03060, USA

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
OTHER / PREA Auditing Services NAICS CODE-541611 DUNS# 080353160	

MANAGER / MEMBER INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Patrick J Zirpoli	149 Spruce Swamp Road, Milanville, PA, 18443 - 3037, USA	Manager

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Title: **Manager**
Signature: **Patrick J Zirpoli**
Name of Signer: **Patrick J Zirpoli**

Certificate of Authority # 4

(Limited partnership or LLC with Manager)

Limited Partnership or LLC Certification of Authority

I, Patrick J. Zirpoli, hereby certify that I am a Partner, Member or Manager
(Name)

of Patrick J. Zirpoli, LLC a limited liability partnership under RSA 304-B or a
(Name of Partnership or LLC)

limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization has not expired.

DATED: 2/9/18

ATTEST:  MANAGER
(Name and Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE ISSUED: 02/12/2018

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

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

PRODUCER American National - Judy Clune 805 Main St Suite 201 Honesdale Pa 18431	CONTACT NAME PHONE (A/C, H, C, E) FAX (A/C, H) ADDRESS	INSURER(S) AFFORDING COVERAGE INSURER A: American National Company INSURER B: Macco Insurance Company Inc INSURER C INSURER D INSURER E INSURER F	NAC # 3577 18290
INSURED Patrick J. Zirpoli LLC 149 Spruce Swamp Rd Milanville, Pa 18443			

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.

FORM	TYPE OF INSURANCE	ADD. SUBS	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
1	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR		3A115157	02/06/2018	02/06/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (if a occurrence) \$ 50,000 MED EXP (Any one person) \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP-OP AGG \$ 1,000,000
	UMNL AGGREGATE LIMIT APPLIES PER POLICY PROJECT LOC OTHER					
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY LEASED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (if a contract) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS MADE DED RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER EMPLOYEE INCLUDED? (Mandatory in PA) DESCRIBE LIMITS DESCRIPTION OF OPERATIONS (None)					PER STATUTE OTH ER P.L. EACH ACCIDENT \$ P.L. DISEASE - EMPLOYEE \$ P.L. DISEASE - POLICY LIMIT \$
8	PROFESSIONAL LIABILITY		NPL183273-18	02/06/2018	02/06/2019	\$1,000,000 AGGREGATE \$1,000,000 EACH CLAIM

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

CERTIFICATE HOLDER IS HEREBY LISTED AS ADDITIONAL INSURED IF REQUIRED BY WRITTEN CONTRACT PER FORM ME/S, 808-C1

PROFESSIONAL LIABILITY COVERAGE IS CLAIMS MADE

CERTIFICATE HOLDER STATE OF PA DEPARTMENT OF CORRECTIONS PO BOX 1808 DUNELAND, PA 17015-1808	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 <i>Judy Clune</i>
--	--

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

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

COR 307.03 Searches and Inspections Authorized.

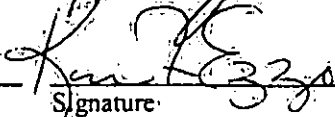
- a) Any person or property on state prison grounds shall be subject to search to discover contraband...
Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search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

PATRICK J. ZIAROLI
Name


Signature

2/9/18
Date

Karen F. Ezzo
Witness Name


Signature

2/9/18
Date

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

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

PATRICK J ZIARONI
Name

Signature

Date

Karen F. Ezzo
Witness Name

Signature

Date

2/19/18

2/19/18

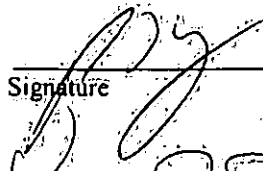
NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

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

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

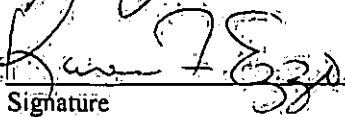
Any violation of the above may result in immediate termination of any and all contractual obligations.

PATRICK J ZUPPOLI
Name


Signature

2/19/18
Date

Karen F. Ezzo
Witness Name


Signature

2/19/18
Date



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

Helen E. Hanks
Commissioner

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

Robin H. Maddaus
Director

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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:

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- 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): PATRICK J ZIRPOLI
(Name of Contract Signatory)

Date: 2/9/18

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

Lind, Jennifer

From: pjz6896 <pjz6896@ptd.net>
Sent: Monday, February 5, 2018 8:57 AM
To: Lind, Jennifer
Subject: Re: 2018 PREA Audit

Jennifer,

Happy New Year. We are set for the two audits the week of June.4th, I have them on the schedule. As per the contract the costs of the audits are as follows:

<u>Facility</u>	<u>⁽¹⁾Price Proposal</u>
NH State Prison for Men (NHSP-M)	\$ 3,250.00
North End Transitional Housing Unit (NEH)	\$ 2,250.00

Respectfully,

Pat

Patrick J. Zirpoli
Certified PREA Auditor
149 Spruce Swamp Rd
Milanville, PA 18443
570-729-4131
email: PJZ6896@ptd.net

From: "Jennifer Lind" <Jennifer.Lind@doc.nh.gov>
To: "pjz6896" <pjz6896@ptd.net>
Sent: Friday, February 2, 2018 3:52:59 PM
Subject: RE: 2018 PREA Audit

Hi Patrick,

I am reaching out to you to confirm whether the NHDOC is still penciled in for the week of June 4th for auditing the NH State Prison for Men (NHSP-M) and the North End House (NEH) both located in Concord, NH with the NEH is actually located next to the NHSP-M.

If all is well how much will the cost of the audits (contractual purposes) for the following:

<u>Facility</u>	<u>⁽¹⁾Price Proposal</u>
NH State Prison for Men (NHSP-M)	\$
North End Transitional Housing Unit (NEH)	\$

⁽¹⁾ Services inclusive from beginning to end of audit process. There are no extra costs for any corrective action period.

Regards,

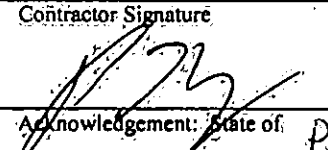
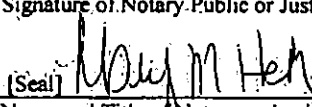
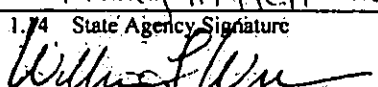
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Corrections		1.2 State Agency Address PO Box 1806 Concord, NH 03302-1806	
1.3 Contractor Name Patrick J Zirpoli, LLC		1.4 Contractor Address 149 Spruce Swamp Road Milanville, PA 18443	
1.5 Contractor Phone Number 670-729-4131	1.6 Account Number 02-46-46-462510-5929 -102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$ 7,750.00
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 Patrick J Zirpoli	
1.13 Acknowledgement: State of <u>PA</u> County of <u>Monroe</u> On <u>Dec 30, 2016</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) 		<div style="border: 1px solid black; padding: 5px; text-align: center;"> COMMONWEALTH OF PENNSYLVANIA Notarial Seal Mary M. Heh, Notary Public Chestnut Hill Twp., Monroe County My Commission Expires July 18, 2017 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES </div>	
1.13.2 Name and Title of Notary or Justice of the Peace MARY M Heh NOTARY			
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) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

Contractor Initials

Date

APJ
12/23/16

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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 D: Scope of Services, Exhibit A

1. Purpose:

The purpose of this request for proposal is to seek PREA Audit Services for the NH Department of Corrections (NHDOC). The Prison Rape Elimination Act (PREA) is a federal law enacted in 2003 and 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 (NPREC) developed recommended national standards for reducing prison rape. The final standards became effective on June 20, 2012, when they were published by the US Department of Justice (USDOJ). PREA standards were developed to help confinement facilities prevent, detect, and respond to sexual abuse and harassment of inmates and 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.*

2. Location of Services:

Pursuant to the standards, three (3) facilities to be audited prior to August 20, 2017, during the original contract period shall be the Northern NH Correctional Facility (NCF), Berlin, NH; the Transition Work Center (TWC), Concord, NH; and the Calumet Transitional Housing Unit (Calumet House) located in Manchester, NH.

- 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 (NHSP-M).
- The Calumet House is a supervised community residence for men where the residents are expected to obtain employment in the community.

3. 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:

- 3.1. Contractor to be a Certified PREA Auditor, by demonstrating that they were accepted and enrolled in the PREA Certified Auditor Training;
- 3.2. Completed the forty (40) hour training session; and
- 3.3. Contractor shall show proof of passing an examination at the end of the forty (40) hour training session.

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

4. Certified PREA Auditor Qualifications:

Preference will be to those Certified PREA Auditors who have completed training specific to Prisons, Jails and Community Confinement Facilities. Beyond these requirements, qualifications in terms of preference include:

- 4.1. 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;
- 4.2. 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;
- 4.3. At least two (2) references from professionals in the field; and
- 4.4. Passing a criminal background record check.

5. General Scope of Work:

The federal standard requires the PREA Audit to be completed by August 20, 2017. The NH Department of Corrections seeks PREA Auditing services to be performed no later than June 1, 2017 with the final audit report completed by June 30, 2017. The facilities to be audited during the original contract period will be the NCF, TWC and Calumet House Facilities.

6. Specific Activities/Tasks:

The Prison Rape Elimination Act Audit process consists of three (3) phases: Pre Audit, Audit and Post Audit.

6.1. Pre Audit:

- a.) Initial audit review of the NHDOC Pre Audit Questionnaire: Adult Prisons and Jails. The Pre Audit Questionnaire will be forwarded by the NHDOC PREA Coordinator no less than six (6) 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 the Auditor Compliance Tool.

6.2. Audit:

- a.) Auditor shall conduct facility tours, 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;
- 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.
- 6.3. 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 complete the PREA Audit Report and shall submit the report to the NHDOC within thirty (30) days of the completion of the audit. If the NHDOC is found to have not met one or more PREA standards, a one hundred-eighty (180) day Corrective Action Period (CAP) 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.

7. Deliverables:

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

8. NH Department of Corrections Responsibilities:

- 1.8.1. 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;
- 1.8.2. 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;
- 1.8.3. The NHDOC PREA Coordinator shall provide any additional documents relevant to the audit process;
- 1.8.4. The NHDOC PREA Coordinator and PREA Compliance Managers will coordinate with the PREA Auditor the NHDOC site visit and facility tour; and
- 1.8.5. The NHDOC PREA Coordinator shall provide a list of inmates so that the PREA Auditor may randomly select inmates to be interviewed.

9. 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 April 1, 2017 or upon approval by the Governor and Executive Council (G&C) of the State of New Hampshire whichever is later through June 30, 2018, 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.

10. General Service Provisions:

- 10.1. Contractor Tools and Equipment: (NOT APPLICABLE)
- 10.2. Administrative Rule, Policy and Regulations: The Contractor agrees to comply with all administrative rule, policy and regulation and applicable Policy and Procedure Directives (PPD's) of the NH Department of Corrections.
- 10.3. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the Contract. This provision may require Governor and Executive Council approval.
- 10.4. 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.
- 10.4.1. 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.
- 10.4.2. 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 10.4.3., below.
- 10.4.3. 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;
 - h.) Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and
 - i.) Relatives of currently incarcerated felons may not be permitted to provide services without prior approval by the NH Department of Corrections.
- 10.5. Licenses, Credentials and Certificates: The Contractor shall ensure that the PREA Auditor selected to perform the required services under this Contract shall be certified audits for Prisons, Jails and Community Confinement Facilities. The Contractor and its staff shall

- possess the credentials, licenses and/or certificates required by law and regulations to provide the required services.
- 10.6. **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.
- 10.7. **Contractor Designated Liaison:** The Contractor shall designate a representative to act as a liaison between the Contractor and the Department for the duration of the Contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the Contract, submit a written identification and notification to the NH Department of Corrections of the name, title, address, telephone and 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.
- 10.7.1. 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.
- 10.7.2. 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.
- 10.7.3. 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
- 10.8. **Contractor Liaison's Responsibilities:**
- 10.8.1 Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof;
- 10.8.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof;
- 10.8.3. 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
- 10.8.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 10.9. **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. Responsibilities of the NH Department of Corrections representative are:
- 10.9.1. Representing the NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent the NH Department of Corrections regarding all aspects of the Contract, subject to the approval of the Governor and Executive Council of the State of New Hampshire, where needed;

- 10.9.2. Monitoring compliance with the terms of the Contract;
 - 10.9.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and within the time frames specified by the Contract;
 - 10.9.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues which arise; and
 - 10.9.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 10.10. **Reporting Requirements:** The Contractor shall provide any and all reports as requested on an as needed basis according to a schedule and format to be determined by the NH Department of Corrections including but not limited to:
- 10.10.1. Copy of the Auditor's Summary Report Adult Prisons and Jails;
 - 10.10.2. Copy of the Correctional Action Plan (if applicable);
 - 10.10.3. Breakdowns of billings; and
 - 10.10.4. It is the intent of the NH Department of Corrections to work with the Contractor so that the Contractor can provide any reporting requirements that meets our needs.
- 10.11. **Performance Evaluation:** NH Department of Corrections shall, at its sole discretion:
- 10.11.1. Monitor and evaluate the Contractor's compliance with the terms of the Contract;
 - 10.11.2. Request additional reports the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract; and
 - 10.11.3. Review reports submitted by the Contractor. NH Department of Corrections shall determine the acceptability of the reports. If they are not deemed acceptable, the NH Department of Corrections shall notify the Contractor and explain the deficiencies.
- 10.12. **Performance Measures:** The NH Department of Corrections shall, at its sole discretion:
- 10.12.1. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action.
 - 10.12.2. Terminate the Contract, if NH Department of Corrections determines that the Contractor is:
 - a.) Not in compliance with the terms of the Contract;
 - b.) Has lost or has been notified of intention to lose their intention to lose their certification; and
 - c.) Terminate the Contract as otherwise permitted by law.

11. Other Contract Provisions:

- 11.1. **Modifications to the Contract:** In the event of any dissatisfaction with the Contractor's performance, the NH Department of Corrections will inform the Contractor of any dissatisfaction and will include requirements for corrective action.
- 11.1.1. The Department of Corrections has the right to terminate the Contract, and any renewal Contracts thereof, if the NH Department of Corrections determines that the Contractor is:
 - a.) Not in compliance with the terms of the Contract; or
 - b.) As otherwise permitted by law or as stipulated within this Contract.
- 11.2. **Coordination of Efforts:** The Contractor shall fully coordinate their activities in the performance of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, the Contractor shall make advice and information on matters covered by the Contract available to NH Department of Corrections as requested by NH Department of Corrections throughout the effective period of the Contract and any renewals thereof.

12. Bankruptcy or Insolvency Proceeding Notification:

- 12.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor shall notify the NH Department of Corrections immediately.
- 12.2. Upon learning of the actions herein identified, the NH Department of Corrections reserves the right at its sole discretion to either cancel the Contract in whole or in part, or, re-affirm the Contract in whole or in part.

13. Embodiment of the Contract:

- 13.1. The Contract between the NH Department of Corrections and the Contractor shall consist of:
 - 13.1.1. Request for Proposal (RFP) and any addendums thereto;
 - 13.1.2. Proposal submitted by the Vendor in response to the RFP;
 - 13.1.3. Negotiated document (Contract) agreed to by and between the parties that is ratified by a "meeting of the minds," after careful consideration of all of the terms and conditions, and that is approved by the Governor and Executive Council of the State of New Hampshire; and/or
 - 13.1.4. Negotiated Amendments to the original Contract Agreement approved by the Governor and Executive Council.
- 13.2. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the negotiated document noted in 13.1.3. shall govern.
- 13.3. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor's Proposal and/or the result of a Contract.

14. Cancellation of Contract:

- 14.1. The Department of Corrections may cancel the Contract at any time for breach of contractual obligations by providing the Contractor with a written notice of such cancellation.
- 14.2. Should the NH Department of Corrections exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.
- 14.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Contractor written notice of such termination at least sixty (60) days prior to the effective termination date.
- 14.4. The NH Department of Corrections reserves the right to cancel this Contract for the convenience of the State with no penalties by giving the Contractor sixty (60) day notice of said cancellation.

15. Contractor Transition:

NH Department of Corrections, at its discretion, for any Contract resulting from this RFP, may require the Contractor to work cooperatively with any predecessor and/or successor Vendor to assure the orderly and uninterrupted transition from one Vendor to another.

16. Information:

- 16.1 In performing its obligations under the Contract, the Contractor may gain access to information of the inmates/patients, including confidential information. The Contractor shall not use information developed or obtained during the performance of, or acquired or

developed by reason of the Contract, except as is directly connected to and necessary for the Vendor's performance under the Contract.

- 16.2. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the inmate/patient that becomes available to the Contractor in connection with its performance under the Contract.
- 16.3. In the event of unauthorized use or disclosure of the inmates/patients information, the Contractor shall immediately notify the NH Department of Corrections.
- 16.4. All material developed or acquired by the Contractor, due to work performed under the Contract, shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of NH Department of Corrections.
- 16.5. All financial, statistical, personnel and/or technical data supplied by NH Department of Corrections to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of the contract and may result in contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

17. Audit Requirement:

Contractor agrees to comply with any recommendations arising from periodic audits on the performance of this contract, providing they do not require any unreasonable hardship, which would normally affect the value of the Contract.

18. Additional Items/Locations:

Upon agreement of both party's additional equipment and/or other facilities belonging to the NH Department of Corrections may be added to the Contract. In the same respect, equipment and/or facilities listed as part of the provision of services of the Contract may be deleted as well.

19. Public Records:

NH RSA 91-A guarantees access to public records. As such, all responses to a competitive solicitation are public records unless exempt by law. Any information submitted as part of a bid in response to this Request for Proposal or Request for Bid (RFB) or Request for Information (RFI) may be subject to public disclosure under RSA 91-A; <http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-mrg.htm>. In addition, in accordance with RSA 9-F, <http://www.gencourt.state.nh.us/rsa/html/1/9-F/9-F-1.htm>, any contract entered into as a result of this RFP (RFB or RFI) will be made accessible to the public online via the website: [Transparent NH](http://www.nh.gov/transparentnh/) <http://www.nh.gov/transparentnh/>. Accordingly, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV, <http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-5.htm>. If a Bidder believes that any information submitted in response to a Request for Proposal, Bid or Information, should be kept confidential as financial or proprietary information, the Bidder must specifically identify that information in a letter to the State Agency. Failure to comply with this section may be grounds for the complete disclosure of all submitted material not in compliance with this section.

If any information being submitted in response to this request for proposal should be kept confidential as financial or proprietary information, the contractor must specifically identify that information in a letter to the agency and mark the information within the proposal as such.

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

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

Generally, each Proposal shall become public information upon the approval of Governor and Council of the resulting contract, as determined by the State, including but not limited to, RSA Chapter 91-A (Right to Know Law). The State will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential. If a request is made to the State to view portions of a Proposal that the Contractor has properly and clearly marked confidential, the State will notify the Contractor of the request and of the date and the State plans to release the records. A designation by the Contractor of information it believes exempt does not have the effect of making such information exempt. The State will determine the information it believes is properly exempted from disclosure. By submitting a Proposal, Contractors agree that unless the Contractor obtains a court order, at its sole expense, enjoining the release of the requested information, the State may release the requested information on the date specified in the State's notice without any liability to the Contractor(s).

20. Prison Rape Elimination Act (PREA) of 2003:

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.

21. Criminal Background Check:

The Contractor shall be responsible for providing the Name, Date of Birth (DOB) and Social Security number of all auditors the Contractor plans to assign for PREA Audit Services. The NH Department of Corrections will do a criminal record check on all prospective Contractor employees who might be assigned to provide services for the NH Department of Corrections. Anyone who is found to have a criminal record shall not be allowed to provide PREA Audit Services. Contractor employee names must be submitted to the NH Department of Corrections, Director of Professional Standards, or designee, P.O. Box 1806, Concord, NH 03302, at least seven (7) days before the person(s) are to provide services. This rule applies for any current and new Contractor employee that is assigned to perform PREA Audit Services for the Department and applies for the duration of the Contract and any renewals thereof.

22. Special Notes:

- 22.1. The headings and footings to the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 22.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract and any renewals thereof.
- 22.3. Partial Proposals for the requested PREA Audit services for the NH Department of Corrections shall not be accepted.

**Scope of Services
Exhibit A**

- 22.4. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. 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.
- 22.5. 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:
 - 22.5.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
 - 22.5.2. Secure the Contractor's written agreement to the proposed changes.
- 22.6. 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.
- 22.7. Contractor shall provide, for the life of the Contract and any renewals thereof, the minimum General Liability coverage to be no less than \$1,000,000.00 per each occurrence and \$2,000,000.00 general aggregate.
- 22.8. Contractor shall provide, for the life of the Contract and any renewals thereof, proof of Workers' Compensation and Employers' Liability Insurance.
- 22.9. Contractor shall provide proof and identify limits and expiration dates of General Liability, Excess Umbrella Liability coverage (if applicable), Workers' Compensation and Employers' Liability, Professional Liability, Malpractice Liability and Business Owners Policy (if applicable).

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EXHIBIT A

Patrick J Zirpoli, LLC

SCOPE of SERVICES

I will conduct a comprehensive Audit of the specified facilities. This Audit will include the Pre-Audit, Audit, and Post-Audit (including any Corrective Action Plan process, if necessary) phases as provided below.

It should be noted that upon receipt of the contract I will be immediately available to discuss the Audit process with any designated staff.

During the Audit phases I shall:

- a) provide work that complies in all respects with applicable PREA Standards;
- b) furnish all the equipment needed for the purpose of the Audit at our expense, working with State of New Hampshire to ensure equipment is compatible;
- c) retain and preserve all documentation (including video tapes and interview notes) relied upon in making audit determinations. Such documentation shall be provided to the State of New Hampshire and the DOJ upon request. In the event the DOJ requests such information, that request shall be communicated to the PREA Coordinator; and
- d) maintain communication and discuss with the PREA Coordinator any necessary matters.

Pre-Audit

During the Pre-Audit phase, we shall:

- a) set the dates for the onsite audit portion. These dates will be agreed upon by the auditor, the PREA Coordinator, and the Warden of that Facility;
- b) provide notice of the upcoming Audit and provide the necessary facility postings at least six (6) weeks prior to the Audit;

- c) attempt to communicate with community based or victim advocates who may have insight into relevant conditions in the Facility;
- d) attempt to communicate with any local medical facility that works with facility to provide forensic medical examinations, as required by PREA Standards;
- e) provide the PREA Compliance Manager with the Facility Pre-Audit Questionnaire as well as a list of needed documentation;
- f) provide a thumb drive to the PREA Compliance Manager for the uploading all requested documentation including the Facility Pre-Audit Questionnaire;
- g) conduct an initial Auditor review with the PREA Compliance Manager; and
- h) review the Facility Pre-Audit Questionnaire submitted by the PREA Compliance Manager and any and all relevant PREA documents provided.

If this is the initial Audit by for State of New Hampshire, the agency level interviews will be conducted during this phase. These interviews will be scheduled through the PREA Coordinator, and will take place at the State of New Hampshire DPS Central Office.

Audit

During the Audit phase, I will:

- a) conduct an entrance conference with the PREA Compliance Manager and Administrative Staff;
- b) conduct a Facility tour of the entire facility, including but not limited to, all interior and exterior areas, and any separately standing structures on the property;
- c) make contact with both staff and inmates, as well as review logbooks and other relevant PREA material during the tour;
- d) interview a representative sample of inmates and staff;
- e) review documentation not previously provided. This will include any surveillance video pertaining to a PREA allegation, written reports, training records, screening tools, and any other additional relevant PREA documents;
- f) follow all State of New Hampshire policies and procedures as well as instructions given by Facility Staff relating to security; and
- g) conduct an exit conference with the PREA Compliance Manager and Administrative Staff. During this conference any preliminary findings will be discussed.

Post-Audit

During the Post-Audit phase, we will:

- a) utilize the Auditor Compliance Tool developed by the DOJ, and provide a response for each measure, based upon:
 1. Review of policies/procedures
 2. Review of documentation
 3. Review of data
 4. Interviews with inmates and staff
 5. Tour of facility
 6. Additional documentation gathered on site

- b) determine whether the Facility reaches one of the following grade levels for each PREA Standard: Exceeds Standard (substantially exceeds requirement of standard); Meets Standard (substantial compliance; complies in all material ways with the standard for the relevant review period); Does Not Meet Standard (requires corrective action);
- c) produce an Interim Audit Report within thirty (30) days following the completion of an Audit;

- d) take part in preparing a Corrective Action Plan, if necessary; and

- e) if necessary, within thirty (30) days after any Corrective Action Plan period, issue a final determination as to whether the Facility has achieved compliance with PREA Standards after corrective action as indicated in the Request for Proposal.

Audit Report

- a) Each Audit Report shall include a certificate by the team member that no conflict of interest exists with respect to his or her ability to conduct an audit of the Agency or Facility under review.
- b) The Audit Report shall state whether statewide policies and procedures comply with relevant PREA Standards and also state the overall determination of compliance of the Facility.
- c) The Audit Report shall specifically indicate the determinations for each PREA Standard.
- d) The Audit Report shall include an audit summary indicating, among other things, the number of provisions the Facility has achieved at each grade level.
- e) The Audit Report shall describe the methodology, sampling sizes, and basis for the Auditor's conclusions with regard to each PREA Standard, and shall include recommendations for any required corrective action.
- f) All personally identifiable inmate or staff information will be redacted from the audit reports. If requested such information may be provided to the DOJ following notice to the State of New Hampshire.

Corrective Action Plan

- a) If there is a finding of "Does Not Meet Standard" with respect to any PREA Standard, a one hundred and eighty (180) day corrective action period shall be triggered.
- b) I shall work with the PREA Compliance Manager to jointly develop a Corrective Action Plan to achieve compliance with the indicated PREA Standard.
- c) I shall take necessary and appropriate steps to verify implementation of the Corrective Action Plan, including, but not limited to, reviewing updated policies and procedures or re-inspecting portions of a Facility.

2. Estimated Costs/Fee Schedule:

- 2.1. Service Fee Schedule Period: April 1, 2017 or upon approval by the Governor and Executive Council (G&C) of the State of New Hampshire whichever is later through June 30, 2018 with the 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. Fee Schedule for services shall include but not limited to all pre-audit, audit and post-audit work.
 - 2.2.1. If a Corrective Action Plan (CAP) period is initiated, please identify the cost of the CAP services separately from the cost of all pre-audit, audit and post-audit services.

3. Method of Payment:

- 3.1. Contractor shall provide itemized invoices, submitted no later than sixty (60) days post-date of services rendered.
- 3.2. Original invoices shall be sent to the NH Department of Corrections, Director of Professional Standards, PO Box 1806, Concord, NH 03302-1806.
- 3.3. Once approved, original invoices shall be forwarded to the Department's Bureau of Financial Services for processing.
- 3.4. The NH Department of Corrections may make adjustments to the payment amount identified on a Contractor's monthly invoice. The NH Department of Corrections shall suspend payment to an invoice if an invoice is not in accordance with the instructions established by the NH Department of Corrections and Contract Terms and Conditions and Estimated Budget/Method of Payment, Exhibit B.
- 3.5. The NH Department of Administrative Services may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall be itemized by facility and contain the following information:
 - Invoice date & number;
 - 3.5.1 Invoice date & number;
 - 3.5.2. Description of services rendered;
 - 3.5.3. Dates & location of said services(s) performed; and
 - 3.5.4. Cost of service.
- 3.6. 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.
- 3.7. For contracting purposes, the State's Fiscal Calendar Year starts on July 1st and ends on June 30th of the following year. For budgeting purposes, year one (1) of the Contract shall end on June 30, 2018.

4. Appropriation of Funding:

- 4.1. The Contractor shall agree that the funds expended for the purposes 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

**Estimated Budget/Method of Payment
Exhibit B**

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 or the execution of any option to extend the Contract.

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EXHIBIT B

Patrick J Zirpoli, LLC

Provided Services - PREA AUDITS

Period April 1, 2017- June 30, 2018

Northern NH Correctional Facility \$3,250

Transitional Work Center \$2,250

Calumet Transitional Housing Unit \$2,250

Services inclusive from beginning to end of audit process. There are no extra costs for any corrective action period.

Total Proposal \$7,750

SECTION F: Special Provisions, Exhibit C

1. Special Provisions:

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

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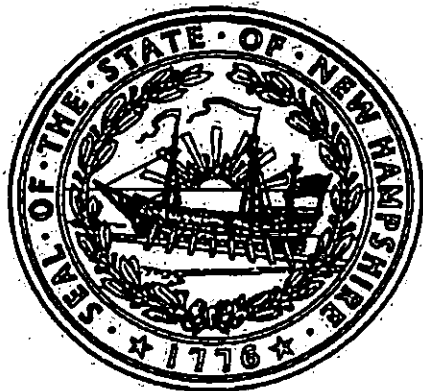
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PATRICK J. ZIRPOLI, LLC is a Pennsylvania Limited Liability Company registered to transact business in New Hampshire on May 23, 2017. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 770958



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of May A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

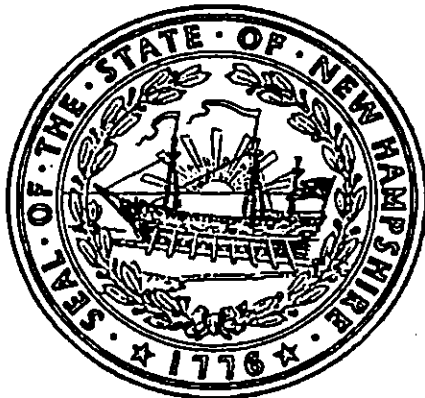
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PATRICK J ZIRPOLI, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on December 14, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 761357



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of December A.D. 2016.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State


CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

1. Patrick J. Zirpoli, hereby certify that:
(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory - Print Name)

1. I am the Sole Member/Manager of the Company of Patrick J Zirpoli, LLC.
(Name of Limited Liability Company)

2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Patrick J. Zirpoli, LLC.
(Name of Limited Liability Company)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.


(Contract Signatory - Signature)
12/30/16
(Date)

STATE OF Pennsylvania

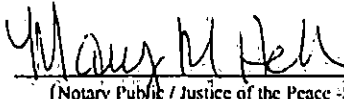
COUNTY OF Wayne County

On this the 30th day of Dec, 2016, before me Mary M. Heh,
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

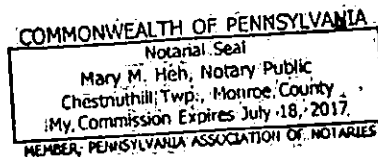
the undersigned officer, personally appeared Patrick J. Zirpoli, known to me (or
(Contract Signatory - Print Name)

satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(NOTARY SEAL)


(Notary Public / Justice of the Peace - Signature)

Commission Expires July 18, 2017





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/01/2017

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		CONTACT NAME:	
American National - Judy Clune		PHONE (A/C No. Ext):	
805 Main St STE 201		FAX (A/C No.):	
Honesdale PA 18431		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Evanston Insurance Company	
		INSURER B : Hiscox Insurance Company Inc.	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

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

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

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSUR Y/N	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		3EJ0914	02/06/2017	02/06/2018	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (EA occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ EXCLUDED
						PERSONAL & ADY INJURY \$ EXCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ EXCLUDED
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (EA accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRE/AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability		MPL1533273-17	02/06/2017	02/06/2018	\$2,000,000 Aggregate \$2,000,000 Each Claim

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

Certificate holder is hereby listed as additional insured if required by written contract per form MEGL0009-01.

Professional Liability Coverage is Claims Made.
2/6/15 Retroactive Date
\$0 Retention

CERTIFICATE HOLDER**CANCELLATION**

State of NH, Department of Corrections PO Box 1806	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Concord NH 03302-180	AUTHORIZED REPRESENTATIVE <i>Matt Lynch</i>

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Patrick J. Zirpoli LLC

149 Spruce Swamp Road
Milanville, PA 18443

570-729-4131

March 1, 2017

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

Re: Workers' Compensation Insurance Requirement

To Whom It May Concern:

This is to request an exemption from the Worker's Compensation Insurance requirement. I am the sole owner, sole-proprietor, of my organization, Patrick J. Zirpoli LLC, and I am not required to carry workers' compensation.

Thank you,

Patrick J. Zirpoli, Owner

NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

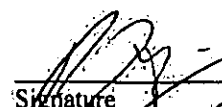
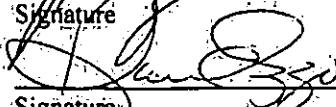
- COR 307 Items Considered Contraband. Contraband shall consist of:**
- a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
 - (1) narcotics
 - (2) controlled drugs or
 - (3) automatic or concealed weapons possessed by 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.

Patrick J. Zirpoli
Name
Karen Ezzo
Witness Name


Signature

Signature

12/30/16
Date
12/30/16
Date


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

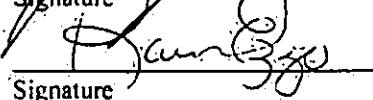
1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
 - a. Any contact, including correspondence, other than in the performance of your services for which you have been contracted.
 - b. Giving or selling of anything
 - c. Accepting or buying 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.

Patrick J. Zirpöll

Name
Karen Ezzo

Witness Name



Signature


Signature

12/30/16

Date
12/30/16

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.

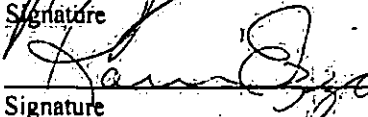
I further agree that all employed by or subcontracted through the organization I represent are not to discuss any confidential or privileged information with family, friends or any persons not professionally involved with the NH Department of Corrections. If inmates or residents of the NH Department 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.

Patrick J. Zirpoli
Name

Karen F.izzo
Witness Name:


Signature


Signature

12/30/16
Date

12/30/16
Date



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF CORRECTIONS
 DIVISION OF ADMINISTRATION

William L. Wrenn
 Commissioner

Doreen Wittenberg
 Director

P.O. BOX 1808
 CONCORD, NH 03302-1808
 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 NIIDOC PPD 5.19 - PREA: NIIDOC 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, NIIDOC PPD 5.19 and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print): Patrick J Zirpoli Date: 12/30/16
 (Name of Contract Signatory)

Signature:
 (Signature of Contract Signatory)