

MLC



STATE OF NEW HAMPSHIRE  
**DEPARTMENT OF CORRECTIONS**  
**DIVISION OF ADMINISTRATION**  
 P.O. BOX 1806  
 CONCORD, NH 03302-1806  
 603-271-5610 FAX: 888-908-6609  
 TDD ACCESS: 1-800-735-2964  
[www.nh.gov/nhdoc](http://www.nh.gov/nhdoc)

HELEN E. HANKS  
 COMMISSIONER

JONATHAN K. HANSON  
 DIRECTOR

44

December 19, 2022

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 (NHDOC) to exercise a contract renewal option with Patrick J. Zirpoli, LLC (VC # 278313), 149 Spruce Swamp Road, Milanville, PA 18443, for the provision of Prison Rape Elimination Act (PREA) Auditing services, by increasing the price limitation by \$18,750.00 from \$18,750.00 to \$37,500.00 and extending the completion date from March 31, 2023 to March 31, 2026 effective upon Governor and Executive Council approval. The original contract was approved by Governor and Executive Council on March 20, 2020, Item # 39. 100% General Funds

Funds are available in the following account *Professional Standards*: 02-46-46-462510-59290000-102-500731 for Fiscal Year 2023 and are anticipated to be available in future Fiscal Years 2024 & 2025, upon the availability and continued appropriation of funds in the future operation budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

**Original Contract: Patrick J. Zirpoli, LLC**

Account	Description	FY 2020-2022	FY 2023	FY 2024	FY 2025	Total
02-46-46-462510-59290000-102-500731	Professional Standards	18,750.00	-	-	-	\$18,750.00

**Amendment Agreement #1**

Account	Description	FY 2020-2022	FY 2023	FY 2024	FY 2025	Total
02-46-46-462510-59290000-102-500731	Professional Standards	-	7,750.00	5,500.00	5,500.00	\$18,750.00

<b>Total Contract Amount</b>		\$18,750.00	\$7,750.00	\$5,500.00	\$5,500.00	\$37,500.00
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**EXPLANATION**

The purpose of this contract is for the provision of Prison Rape Elimination Act (PREA) auditing services for the NHDOC. PREA is a federal law enacted in 2003 that was created to eliminate sexual abuse in confinement. 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 residents. The standards are intended to:

- Assist agencies in establishing a zero-tolerance policy of resident sexual abuse or harassment;
- Increase accountability for sexual safety of those in contact with residents; 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 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.

This contract is for a three-year term and will audit specific facilities annually prior to August 20<sup>th</sup> of each calendar year. Pursuant to the standards, the three facilities that will need to be audited for year four (4) are the Northern Correctional Facility (NCF), Berlin, NH, the Concord Transitional Work Center (TWC), Concord, NH and the Calumet House Transitional Housing Unit, Manchester, NH. In year five (5) the NH State Prison for Men (NHSP-M), which includes the Secure Psychiatric Unit (SPU) and the Residential Treatment Unit (RTU), and the North End Transitional Housing Unit (NEH), Concord, NH will be audited. In year six (6) the NH Correctional Facility for Women (NCF-W) and the Shea Farm Transitional Housing Unit, Concord, NH will be audited.

Respectfully Submitted,

For:   
Helen E. Hanks  
Commissioner



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HELEN E. HANKS  
COMMISSIONER  
  
JONATHAN K. HANSON  
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" or "NHDOC"), and Patrick J. Zirpoli, LLC ("Contractor"), a Pennsylvania Limited Liability Corporation with a place of business at 149 Spruce Swamp Road, Milanville, PA 18443.

WHEREAS, pursuant to a Contract ("Agreement 2020-39") approved by the Governor and Executive Council on March 25, 2020, Item #39 with an effective date of April 1, 2020, 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 and price limitation of the Agreement; and

WHEREAS, pursuant to the General Provisions, Paragraph 18. of the Agreement and Scope of Services, Exhibit A, Paragraph 2., Performance Period, the State may renew the Agreement for one (1) additional period of up to three (3) years only by an instrument in writing signed by the parties;

WHEREAS, the parties agree and to extend the Agreement for three (3) additional years and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the original 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: "March 31, 2026".
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: "\$37,500.00" a total increase of \$18,750.00.
3. Scope of Services, Exhibit A, Terms of Contract, to read:
  - i. Insert Paragraph 1., Purpose, Scope of Services, Exhibit A to read: "The purpose of this contract is to seek PREA Auditing Services required under the Prison Rape Elimination Act (PREA) for the NH Department of Corrections (NHDOC) pursuant to the PREA National Standard 115.401 through 115.405 by a United States Department of Justice (USDOJ) certified PREA Auditor."
  - ii. Insert Paragraph 2., Performance Period, Scope of Services, Exhibit A to read: "Amendment #1 exercises the option to renew for one (1) additional period of up to three (3) years and shall become effective upon Governor and Executive Council approval for the period of April 1, 2023 through March 31, 2026, contingent upon

satisfactory Contractor performance, continued appropriation and Governor and Executive Council (G&C) approval.”

- iii. Insert Paragraph 5., Correctional Facility Audit Schedule, Scope of Services, Exhibit A to read: “Pursuant to the standards, the three (3) facilities to be audited prior to August 20, 2023 during Year One of the Amendment Agreement #1 period consist of Northern NH Correctional Facility (NCF), Berlin, NH, the Transitional Work Center (TWC), Concord, NH and the Calumet Transitional Housing Unit (Calumet House) located in Manchester, NH.”

- “NCF is a multi-security level men’s facility housing approximately 511 residents.”
- “TWC is a men’s minimum custody facility housing approximately 72 residents who may be assigned work duties at the NHSP-M or on a work crew in the community.”
- “Calumet House is a supervised community residence for men where the residents are expected to obtain employment in the community housing approximately 51 residents.”

“Year Two of the Amendment Agreement #1 period, the three (3) facilities to be audited prior to August 20, 2024 consist of NH State Prison for Men (NHSP-M), Secure Psychiatric Unit (SPU) & Residential Treatment Unit (RTU), and North End House Transitional Housing Unit (NEH), Concord, NH.”

- “NHSP-M is a multi-security level men’s facility from general to maximum security population housing approximately 1004 residents.”
- “SPU is a housing unit for approximately 41 residents under court-ordered confinement until determined competent to stand trial; defendants waiting for a determination of insanity in relation to their criminal behavior and those judged ‘Not Guilty by Reason of Insanity’. RTU is a voluntary housing unit for approximately 19 adjudicated residents who participate in focus groups programs to enable them to transition to general population. The SPU and RTU are located within the NHSP-M.”
- “NEH is a supervised community residence for men where the residents prepare to transition back into the community housing approximately 45 residents.”

“Year Three of the Amendment Agreement #1 period, the two (2) facilities to be audited prior to August 20, 2025 consist of NH Correctional Facility-Women (NHCF-W) and Shea Farm Transitional Housing Unit (Shea Farm), Concord, NH.”

- “NHCF-W is a minimum to maximum level women’s facility from minimum to medium and closed custody population housing approximately 99 residents.”
- “Shea Farm is a supervised community residence for women where the residents are expected to obtain employment in the community housing approximately 16 residents.”

- iv. Insert Paragraph 8., General Scope of Work, Scope of Services, Exhibit A to read: “The federal standard requires the PREA Audit to be completed by August 20, 2023, August 20, 2024 and August 20, 2025. The NH Department of Corrections seeks PREA Auditing services to be performed no later than June 1, 2023, June 1, 2024, and June 1, 2025 with the final audit reports completed thirty (30) days after the completion of an approved audit.”

“ The facilities to be audited during the Amendment Agreement #1 period Year 1 will be NCF, Berlin, NH, TWC, Concord, NH and the Calumet House, Manchester, NH. The facilities to be audited during the Amendment Agreement #1 period Year 2 will be NHSP-M, SPU & RTU, and NEH, Concord, NH. The facilities to be audited during the Amendment Agreement #1 period Year 3 will be NHCF-W and Shea Farm, Concord, NH.

4. Insert Paragraph 1., PREA Auditing Cost Proposal, Estimated Budget/Method of Payment, Exhibit B, to read: “Cost Proposals shall include all pre-audit, audit, post-audit services. If a Correction 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.” and chart

Facility	Address	Cost Proposal
<b>Year 4:</b>		
Northern Correctional Facility (NCF)	138 East Milan Road, Berlin, NH 03570	\$ 3,250.00
Corrections Transitional Work Center (TWC)	275 North State Street, Concord, NH 03301	\$ 2,250.00
Calumet House	126 Lowell Street, Manchester, NH 03104	\$ 2,250.00
Correctional Action Plan Year 4 (if not applicable, indicate \$0.00)		\$ 0.00
<b>Subtotal Year 4:</b>		<b>\$ 7,750.00</b>
<b>Year 5:</b>		
NH State Prison for Men (NHSP-M) <sup>1</sup>	281 North State Street, Concord, NH 03301	\$ 3,250.00
North End Transitional Housing Unit/Transitional Work Center (NEH)	1 Perimeter Road, Concord, NH 03301	\$ 2,250.00
Correctional Action Plan Year 5 (if not applicable, indicate \$0.00)		\$ 0.00
<b>Subtotal Year 5:</b>		<b>\$ 5,500.00</b>
<b>Year 6:</b>		
NH Correctional Facility for Women (NHCF-W)	42 Perimeter Road, Concord, NH 03301	\$ 3,250.00
Shea Farm Transitional Housing Unit (Shea Farm)	60 Iron Works Road, Concord, NH 03301	\$ 2,250.00
Correctional Action Plan Year 6 (if not applicable, indicate \$0.00)		\$ 0.00
<b>Subtotal Year 6:</b>		<b>\$ 5,500.00</b>
<b>Total Three-Year Contract Price (add Subtotal Year 4, 5 &amp; 6)</b>		<b>\$18,750.00</b>

5. That all other provisions of the original Agreement shall remain in full force and effect.

<sup>1</sup> Services shall include Secure Psychiatric Unit (SPU) and Residential Treatment Unit (RTU)

SIGNATURE PAGE TO AMENDMENT AGREEMENT #1 TO: Prison Rape Elimination Act (PREA) Auditing Services 2020-39 ("Agreement").

STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

By: Paul R...  
Name: Helen E. Hanks  
Title: Commissioner  
Date: 12/10/2022

Patrick J. Zirpoli, LLC

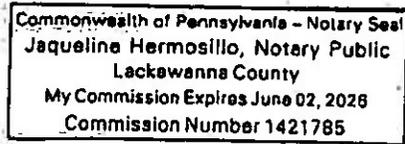
By: [Signature]  
Name: Patrick J. Zirpoli  
Title: Manager  
Date:

STATE OF Pennsylvania  
COUNTY OF Wayne

On this 26 day of October, 2022, before me, Jaqueline Hermosillo, 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



My Commission Expires: June 2nd 2026

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

12/30/22  
Date

Approved by the N.H. Governor and Executive Council

Date

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that 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 : 0005891769



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of November A.D. 2022.

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

David M. Scanlan  
Secretary of State



# State of New Hampshire

## Department of State

### 2022 ANNUAL REPORT

Filed
Date Filed: 1/21/2022
Effective Date: 1/21/2022
Business ID: 770958
William M. Gardner
Secretary of State

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

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
<b>149 Spruce Swamp Road Milanville, PA, 18443, USA</b>	<b>149 Spruce Swamp Road Milanville, PA, 18443, USA</b>

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

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

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

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 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: 10/26/2022

ATTEST:  MANAGER  
(Name and Title)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/03/2022

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).

<b>PRODUCER</b>  NBS Insurance Agency, Inc. PO Box 182500 Columbus, OH 43218	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (800) 444-1744      FAX (A/C, No): (877) 444-4094 E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Scottsdale Insurance Co.</td> <td>41297</td> </tr> <tr> <td>INSURER B: HISCOX Insurance Company Inc</td> <td>10200</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Scottsdale Insurance Co.	41297	INSURER B: HISCOX Insurance Company Inc	10200	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b>  Patrick J. Zirpoli LLC 149 Spruce Swamp Road 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CPS7508530	02/06/2022	02/06/2023	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 \$2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y <input type="checkbox"/> N	N/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	PROFESSIONAL LIABILITY			MPL1533273-22	02/06/2022	02/06/2023	EACH CLAIM 2,000,000 AGGREGATE 2,000,000

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

Coverage is claims made  
 \$0 Retention  
 2/6/15 Retroactive date  
 Certificate holder is included as Additional Insured, if required by written agreement, per attached form PLPMP LPCW (06)14)

<b>CERTIFICATE HOLDER</b> NH Department of Corrections  PO Box 1806 Concord, NH 03302	<b>CANCELLATION</b>  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

October 25, 2022

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

Re: Workers' Compensation Insurance Requirement

To Whom It May Concern:

Workers' Compensation: exempt from the workers compensation requirement of N.H. RSA chapter 281-A, Section 15, Workers' Compensation, Form Number P-37 (version 5/8/15), Patrick J. Zirpoli, LLC, is working in an individual capacity.

Thank you,



Patrick J. Zirpoli

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

Date

10/26/2022

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



10/26/2022

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

10/26/2022  
Date



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION  
P.O. BOX 1806  
CONCORD, NH 03302-1806  
603-271-5610 FAX: 888-908-6609  
TDD ACCESS: 1-800-735-2964  
[www.nh.gov/nhdor](http://www.nh.gov/nhdor)

HELEN E. HANKS  
COMMISSIONER  
  
JONATHAN K. HANSON  
DIRECTOR

## PRISON RAPE ELIMINATION ACT

### ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

Name (print): Patrick J. Zirpoli Date: 10/26/2022  
(Name of Contract Signatory)

Signature:   
(Signature of Contract Signatory)

RSH

39 MLC

MAR11 '20 PM 4:20 DAS



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

Helen E. Hanks  
Commissioner

Robin H. Maddaus  
Director

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G & C

March 11, 2020

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

Pending \_\_\_\_\_  
Approved March 25, 2020  
Item # # 39

**REQUESTED ACTION**

Authorize the NH Department of Corrections (NHDOC) to enter into a contract Agreement with Patrick J. Zirpoli, LLC (VC # 278313), 149 Spruce Swamp Road, Milanville, PA 18443, in the amount of \$18,750.00, for the provision of Prison Rape Elimination Act (PREA) Auditing services, effective upon Governor and Executive Council approval for the period beginning April 1, 2020 through March 31, 2023, with the option to renew for one (1) additional period of up to three (3) year(s). 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 Fiscal Year through the Budget Office if necessary and justified. Funding for FY 2022-2023 is contingent upon the availability and continued appropriation of funds.

Patrick J. Zirpoli, LLC

Account	Description	FY 2020	FY 2021	FY 2022	Total
02-46-46-462510-5929-102-500731	Professional Standards	7,750.00	5,500.00	5,500.00	18,750.00
<b>Total Contract Amount</b>		<b>7,750.00</b>	<b>5,500.00</b>	<b>5,500.00</b>	<b>\$ 18,750.00</b>

**EXPLANATION**

The purpose of this request is to seek Prison Rape Elimination Act (PREA) auditing services for the NHDOC. PREA is a federal law enacted in 2003 that was created to eliminate sexual abuse in confinement. 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 residents. The standards are intended to:

- Assist agencies in establishing a zero tolerance policy of resident sexual abuse or harassment;
- Increase accountability for sexual safety of those in contact with residents; 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.

This contract is for a three-year term and will audit specific facilities annually prior to August 20<sup>th</sup> of each calendar year. Pursuant to the standards, the three facilities that will need to be audited for year one (1) are the Northern Correctional Facility (NCF), Berlin, NH, the Concord Transitional Work Center (TWC), Concord, NH and the Calumet House Transitional Housing Unit, Manchester, NH. In year two (2) the NH State Prison for Men (NHSP-M) and the North End Transitional Housing Unit (NEH), Concord, NH will be audited and in year three (3) the NH Correctional Facility for Women (NCF-W) and the Shea Farm Transitional Housing Unit, Concord, NH will be audited.

A Request for Proposal (RFP) was posted to the NHDOC website [www.nh.gov/nhdoc/business/rfp](http://www.nh.gov/nhdoc/business/rfp) for seven (7) consecutive weeks with fourteen (14) potential qualified auditors notified of the solicitation. As a result of publication, two (2) potential vendors responded by submitting a proposal. After the review and evaluation of the proposals and in accordance with the RFP terms and conditions, the NHDOC awarded the contract, in the amount of \$18,750.00, to the incumbent, Patrick J. Zirpoli, LLC.

The RFP was scored utilizing a consensus methodology by a three (3) person evaluation committee which consisted of the following NHDOC employees: Benjamin R. Jean, Assistant Commissioner, Suzy Easterling-Wood, Deputy Director of Professional Standards and Denis R. Fitton II, Program Specialist IV.

Respectfully Submitted,

  
Helen E. Hanks  
Commissioner



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OFFICE OF THE COMMISSIONER

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www.nh.gov/nhdoc

Helen M. Hanks  
Commissioner

Lynmarie C. Cusack  
Director of Professional  
Standards

**RFP Bid Evaluation and Summary**  
**PREA Auditing Services**  
**NHDOC 20-02-GFCOM**

Proposal Receipt and Review:

- Proposals will be reviewed to initially determine if minimum submission requirements have been met. The review will verify that the proposal was received before the date and time specified, with the correct number of copies, the presence of all required signatures, and that the proposal is sufficiently responsive to the needs outlined in the RFP to permit a complete evaluation. Failure to meet minimum submission requirements will result in the proposal being rejected and not included in the evaluation process.
- The Department will select a group of personnel to act as an evaluation team. Proposals will not be publicly opened. Upon receipt, the proposal information will be disclosed to the evaluation committee members only.
- The Department uses a consensus scoring methodology to evaluate submitted Proposals. The Department reserves the right to waive any irregularities, minor deficiencies and informalities that it considers not material to the proposal.
- The RFP does not commit the Department to award a Contract. The Department reserves the right to reject any and all Proposals; to cancel the RFP; and to solicit new proposals under a new acquisition process.

Proposal Evaluation Criteria:

- Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements of the evaluation criteria. Specific criteria are:
  - a. Technical Proposal
    - i. Organizational Capability – 35 points
    - ii. Organizational Approach – 20 points
  - b. Cost Proposal – 45 points
- Awards will be made to the responsive Vendor(s) whose proposals are deemed to be the most advantageous to the State, taking into consideration all evaluation factors in section F of NHDOC 20-02-GFCOM RFP.
  - a. Contract(s) may be awarded to a Bidder submitting a response that demonstrates the required capabilities and approach as identified in the RFP and does not reduce the current functions of the Department.

Evaluation Team Members:

- a. Benjamin R. Jean, Assistant Commissioner, NH Department of Corrections
- b. Susan Easterling-Wood, Deputy Director of Professional Standards, NH Department of Corrections
- c. Dennis R. Fitton, Program Specialist, Professional Standards, NH Department of Corrections

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Helen M. Hanks  
 Commissioner

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Lynmarie C. Cusack  
 Director of Professional  
 Standards

**RFP Scoring Matrix**  
**PREA Auditing Services**  
**NHDOC 20-20-GFCOM**

Respondents:

- *Fitzgerald Correctional Consulting, LLC*  
 87 Sharon Drive  
 Wallingford, CT 06492
- *Patrick J. Zirpoli*  
 149 Spruce Swamp Road  
 Milanville, PA 18443

Scoring Matrix Criteria:

- Proposals were evaluated based on the proven ability of the respondents to satisfy the provisions set forth in the Scope of Services in the most technical and cost-effective manner.
  1. Technical Proposal – 55 points
  2. Cost Proposal – 45 points

<b>NHDOC 20-02-GFCOM RFP Scoring Matrix</b>			
<i>Evaluation Criteria</i>	<i>RFP Weight Point Value</i>	<i>Fitzgerald Correctional Consulting, LLC</i>	<i>Patrick J. Zirpoli</i>
<i>Technical Proposal</i>			
<i>Organizational Capability</i>	35	21	32
<i>Organizational Approach</i>	20	7	19
<i>Cost Proposal</i>	45	34	45
<b>Total</b>	<b>100</b>	<b>62</b>	<b>96</b>

Contract Award:

- *Patrick J. Zirpoli*  
 149 Spruce Swamp Road  
 Milanville, PA 18443



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**RFP Evaluation Committee Member Qualifications**  
**PREA Auditing Services**  
**NHDOC 20-02-GFCOM**

**Benjamin R. Jean, Assistant Commissioner:**

Mr. Jean has served as the Assistant Commissioner for the NH Department of Corrections since March of 2018, and currently has direct oversight of the Business Information Unit, Community Corrections, Field Services, and Victim Services. He is a Trustee of the NH Retirement System, a member of the Statewide Interoperability Executive Committee, and serves as the NH Commissioner for the Interstate Commission on Adult Offender Supervision. Including his time with the NH DOC he has over 25 years of law enforcement service having worked as a full-time patrol officer for 6 years prior to his work as a law enforcement training specialist for NH Police Standards and Training for 17 years. He is a certified public manager and received an A.S. from NHTI-Concord's Community College in Criminal Justice, a B.S. in Information Technology and a M.S. in Leadership, both from Granite State College.

**Suzy Easterling-Wood, Deputy Director, Professional Standards:**

Suzy Easterling-Wood, Deputy Director of Professional Standards and has worked for the State of New Hampshire for over 11 years. The last 10 years were spent at New Hampshire Hospital (NHH) in the Quality and Utilization Management Department. She began as a Utilization Review Coordinator moved into the role of Quality and Compliance Specialist and finally the position of the Director of Quality and Utilization Management. In this role her responsibilities included the development, planning, direction and evaluation of patient care review activities at NHH through the Billing, Reimbursement, Recovery and Rate Setting Unit. It was her responsibility to ensure the integration and co-ordination of hospital-wide Quality and Utilization Review programs in a manner consistent with regulatory requirements and the Hospital's goals. She was instrumental in leading multidisciplinary process design teams to develop and implement solutions to complex operational problems.

Mrs. Easterling-Wood has just recently moved into the position of the Deputy Director of Professional Standards for the NH Department of Corrections. In this role she oversees the Hearings and Claims Unit as well as the Program Specialist Audit position responsible for operational and administrative audits ensuring local, State, Federal and Departmental Rules and Policies are adhered to, recommending Corrective Actions when needed.

**Dennis R. Fitton II, Program Specialist IV, Professional Standards:**

Mr. Fitton has served as the Program Specialist for the Division of Professional Standards since September 2018. In this role, he conducts operational and administrative audits ensuring local, State, Federal and Departmental Rules and Policies are adhered to, recommending corrective actions when needed. In this role, Mr. Fitton also prepares NH Department of Correction's Administrative Rules and represents the Department during Joint Legislative Committee hearings on Administrative Rules. Prior to this role, Mr. Fitton was a long time member of the NH Army National Guard. Additionally, he has worked as a member of the security staff at the New Hampshire State Prison for Men, and within the Division of Community Corrections as a Corrections Officer and as the Sergeant of a housing unit, serving the Department for nearly a decade. Mr. Fitton was awarded an AS degree in Criminal Justice from NHTI and a BS degree in Homeland Security from UNH.

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Helen M. Hanks  
Commissioner

Lynmarie C. Cusack  
Director of Professional  
Standards

**Bidders List**  
**PREA Auditing Services**  
**NHDOC RFP 20-02-GFCOM**

Notified the following certified Auditors through the National PREA Resource Center:

State of Maine

1. Timothy S. Kortes  
York Beach, ME
2. Michael Vitiello  
Ocean Park, ME

State of New Hampshire

3. Robert Dumond  
Bristol, NH

State of Massachusetts

4. Carole Cafferty  
Beverly, MA
5. Ginny Morrison  
Leeds, MA

State of Connecticut

6. Jack Fitzgerald  
Wallingford, CT
7. Jonathan Hall  
Warren, CT
8. Walter Krauss  
Southbury, CT
9. David McNeil  
Cheshire, CT

State of Connecticut, continued

10. Mark Palmer  
Coventry, CT
11. Joseph Roach  
New Haven, CT

State of Vermont and Rhode Island

None available

In addition to:

1. Patrick Zirpoli  
149 Spruce Swamp Road  
Milanville, PA 18443  
(o) 570-729-4131  
(e) [PJZ6896@ptd.net](mailto:PJZ6896@ptd.net)
2. The Nakamoto Group, Inc.  
11820 Parklawn Drive, Suite 240  
Rockville, MD 20910  
(o) 240-876-2976  
(e) [kwk@nakamotogroup.com](mailto:kwk@nakamotogroup.com)  
(w) [www.nakamotogroup.com](http://www.nakamotogroup.com)
3. 360 Correctional Consulting, LLC  
P.O. Box 372  
Lamed, KS 67550  
(o) 855-631-8805  
(w) [www.360correctionalconsulting.com](http://www.360correctionalconsulting.com)

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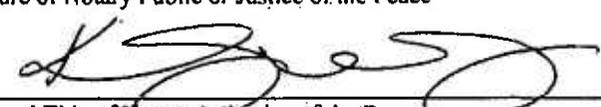
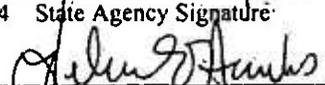
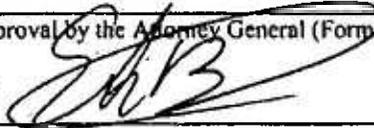
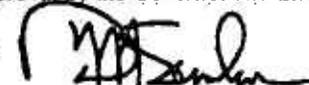
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address 105 Pleasant Street, Concord, NH 03301 P.O. Box 1806, Concord, NH 03302	
1.3 Contractor Name Patrick J Zirpoli LLC		1.4 Contractor Address 149 Spruce Swamp Road Milanville, PA 18443	
1.5 Contractor Phone Number 570-729-4131	1.6 Account Number 02-46-46-462510-5929- 770958 102-500731	1.7 Completion Date March 31, 2023	1.8 Price Limitation \$ 18,750.00
1.9 Contracting Officer for State Agency Lynmarie Cusack, Director of Professional Standards		1.10 State Agency Telephone Number 603-271-5603	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Patrick J. Zirpoli Manager	
1.13 Acknowledgement: State of PA, County of Wayne On _____, 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] 		Commonwealth of Pennsylvania - Notary Seal Kimberly Warring, Notary Public Wayne County My commission expires May 20, 2023 Commission number 1288754	
1.13.2 Name and Title of Notary or Justice of the Peace Kimberly Warring, Notary			
1.14 State Agency Signature  Date: 2/25/2020		1.15 Name and Title of State Agency Signatory Helen E. Hanks, 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: 3/10/2020			
1.18 Approval by the Governor and Executive Council (if applicable) By:  <b>DEPUTY SECRETARY OF STATE</b> MAR 25 2020			

**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 My  
Date 12/2/19

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.

Contractor Initials

Date

AMZ  
12/21/19

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.

*State of NH, Department of Corrections  
PREA Auditing Services  
CONTRACT NHD0C 20-02-GFCOM*

**Scope of Services, Exhibit A**

**1. Purpose:**

The purpose of this request for proposal (RFP) is to seek PREA Auditing Services required under the Prison Rape Elimination Act (PREA) for the NH Department of Corrections (NHDOC) pursuant to the PREA National Standard 115.401 through 115.405 by a United States Department of Justice (USDOJ) certified PREA Auditor.

**2. Performance Period:**

Contract(s) awarded by the Governor and Executive Council (G&C) on behalf of the NH Department of Corrections as a result of this RFP is anticipated to be effective for the period beginning April 1, 2020, or upon Governor and Executive Council approval, whichever is later through March 31, 2023. The Department may extend contracted services for one (1) additional period of up to three (3) years, contingent upon satisfactory Contractor performance, continued appropriation and G&C approval.

**3. Service Locations:**

Service locations are marked with an "X" below:

NH Department of Corrections Correctional Facilities			
X	Northern Correctional Facility (NCF)	138 East Milan Road	Berlin, NH 03750
X	NH State Prison-Men (NHSP-M) Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU)	281 North State Street	Concord, NH 03301
X	NH Correctional Facility for Women (NHCF-W)	42 Perimeter Road	Concord, NH 03301
NH Department of Corrections Transitional Housing Units			
X	North End Transitional Housing Unit/Transitional Work Center (NEH)	1 Perimeter Road	Concord, NH 03301
X	Corrections Transitional Work Center (TWC)	275 North State Street	Concord, NH 03301
X	Shea Farm, Transitional Housing Unit (THU)	60 Iron Works Road	Concord, NH 03301
X	Calumet House, Transitional Housing Unit (THU)	126 Lowell Street	Manchester, NH 03104

**4. PREA Auditing Services:**

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 residents 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 residents; and
- Afford agencies discretion and flexibility, to the extent feasible, in a way that meets the standards.



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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.*

**5. Correctional Facility Audit Schedule:**

Pursuant to the standards, the three (3) facilities are to be audited prior to August 20, 2020 during Year One of the initial original contract period to consist of NCF, Berlin, NH, the Transitional 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 606 residents.
- TWC is a men's minimum custody facility housing approximately 144 residents who are assigned work duties at the NHSP-M.
- The Calumet House is a supervised community residence for men where the residents are expected to obtain employment in the community housing approximately 62 residents.

Year Two (2) of the original contract period, the two (2) facilities to be audited prior to August 20, 2021 consist of NHSP-M, SPU & RTU

- NHSP-M is a multi-security level men's facility from general to maximum security population housing approximately 1439 residents.
- NEH is supervised community residence for men where the residents prepare to transition back into the community housing approximately 44 residents.

Year Three (3) of the original contract period, the two (2) facilities to be audited prior to August 20, 2022 consist of NHSP-M, SPU & RTU

- NHCW-W is a multi-security level women's facility from minimum to medium and closed custody population housing approximately 175 residents.
- Shea Farm Transitional Housing Unit is a minimum security facility housing approximately 20 residents.

**6. 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:

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

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**7. 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:

- 7.1. 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;
- 7.2. 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;
- 7.3. At least two (2) references from professionals in the field;
- 7.4. Passing a criminal background record check.

**8. General Scope of Work:**

The federal standard requires the PREA Audit to be completed by August 20, 2020, August 20, 2021 and August 20, 2022. The NH Department of Corrections seeks PREA Auditing services to be performed no later than June 1, 2020, June 1, 2021 and June 1, 2022 with the final audit report completed by June 30, 2020, June 30, 2021 and June 30, 2022. The facilities to be audited during the original contract period will be the NCF, TWC and Calumet House Facilities.

**9. Specific Activities/Tasks:**

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

**9.1. Pre-Audit:**

- 9.1.1. Initial audit review of the NHD0C Pre Audit Questionnaire: Adult Prisons and Jails. The Pre Audit Questionnaire will be forwarded by the NHD0C PREA Coordinator no less than six (6) weeks prior to the first facility audit. The Auditor will review the NHD0C responses to the Pre Audit Questionnaire and conduct follow up calls with the PREA Coordinator as well as the designated PREA Compliance Managers to gain clarification and explain the audit process.
- 9.1.2. Auditor shall review the submitted NHD0C Questionnaire, Facility Specific Questionnaire and relevant policies and procedures specific to the Audit.
- 9.1.3. Based on the review of the Pre Audit Questionnaire, the Auditor shall begin the Auditor Compliance Tool.

**9.2. Audit:**

- 9.2.1. Auditor shall conduct facility tours, specific to a PREA Audit. Each area of the facility should be observed as the PREA standards require. The Auditor shall pay attention to:
  - How well the residents are supervised;
  - How cameras and/or other monitoring technologies are used;
  - Blind spots and other indicators that an area of the facility is not monitored in a way that keeps residents safe from sexual abuse; and
  - 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.
- 9.2.2. Auditor shall review additional documents as necessary.
- 9.2.3. Auditor shall conduct staff interviews utilizing PREA Interview Questions specific to the following positions:
  - Commissioner;

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- PREA Coordinator;
  - PREA Compliance Manager;
  - Warden;
  - Random selection of Staff; and
  - Specialized Staff (example: Investigators, Medical/Mental Health, and Training).
- 9.2.4. Auditor shall interview a minimum of ten (10) residents during the audit visit. The residents will be randomly chosen by the Auditor from a list of all residents in the facility.
- 9.3. Post Audit:
- 9.3.1. Auditor will complete and submit the Auditor Compliance Tool. Response for each measure shall be based upon:
- Review of policy and procedure;
  - Review of documentation;
  - Review of data;
  - Interviews with staff and residents; and
  - Tour facility.
- 9.3.2. Auditor will upload additional documentation gathered from the outside;
- 9.3.3. Auditor shall determine the level of compliance for each standard and provide commentary with justification for decisions;
- 9.3.4. 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.

**10. Deliverables:**

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

**11. NH Department of Corrections Responsibilities:**

- 11.1. 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;
- 11.2. 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;
- 11.3. The NHDOC PREA Coordinator shall provide any additional documents relevant to the audit process;
- 11.4. The NHDOC PREA Coordinator and PREA Compliance Managers will coordinate with the PREA Auditor the NHDOC site visit and facility tour; and
- 11.5. The NHDOC PREA Coordinator shall provide a list of residents so that the PREA Auditor may randomly select residents to be interviewed.

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**12. General Service Provisions:**

- 12.1. Rules and Regulations: The Contractor agrees to comply with all Policies, Procedure and Directives (PPD's) of the NH Department of Corrections. The Contractor shall adhere to the Department's Administrative Rules, Conduct and Confidentiality of Information policies.
- 12.2. Additional Facilities: Upon agreement of both parties, additional facilities belonging or associated to the NH Department of Corrections may be added to the contract.
- 12.3. 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 sub-Contractors 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 sub Contractor's 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.
- 12.3.1. 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 sub-Contractor employees to determine eligibility status.
- 12.3.2. The NH Department of Corrections will notify the Contractor of any potential Contractor and/or sub-Contractor employee who does not comply with the criteria identified in 12.3.3., below.
- 12.3.3. In addition, the Contractor and/or sub-Contractor shall not be able to hire employees meeting the following criteria:
- Individuals convicted of a felony shall not be permitted to provided services;
  - Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
  - 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;
  - Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;
  - Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of New Hampshire;
  - Individuals with a history of drug diversion;
  - Individuals who was a former State of NH employee and/or former contract employee that was dismissed for cause;
  - Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and
  - The NH Department of Corrections may not permit relatives of currently incarcerated felons to provide services without prior approval.
- 12.4. Licenses, Credentials and Certificates: The Contractor shall ensure that the PREA Auditor selected to perform the required services under the Contract shall be certified to perform 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 such services.

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12.5. **Admittance:** The NH Department of Corrections may, at its sole discretion, remove from or refuse admittance to any Department facility any person providing services under this Contract without incurring penalty or cost for exercising this right. The Contractor shall be responsible for assuring that the services that the person(s) so removed or denied access are delivered.

**13. Administrative Rules, Policies, Regulations and Policy and Procedure Directives:**

Contractor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's) to include but not limited to PPD 5.08: *Staff Personal Property Permitted In and Restricted from Prison Facilities*. Additional information can be located as a separate link:  
[http://www.nh.gov/nhd0c/business/rfp\\_bidding\\_tools.htm](http://www.nh.gov/nhd0c/business/rfp_bidding_tools.htm).

**14. Prison Rape Elimination Act (PREA) of 2003:**

Contractor shall comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards, which may require an outside independent audit. Additional information can be located as a separate link:  
[http://www.nh.gov/nhd0c/business/rfp\\_bidding\\_tools.htm](http://www.nh.gov/nhd0c/business/rfp_bidding_tools.htm).

**15. Protected Health Information (PHI):**

Contractor shall safeguard any and all PHI according to the terms of the Health Information Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments.

In performing its obligations under the Contract, the Contractor may gain access to information of the patients, including confidential information or Patient Health Information (PHI). 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 Contractor's performance under the Contract.

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

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 this Contract and may result in contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

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**16. 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.

**17. Contractor Designated Liaison:**

Contractor shall designate a representative to act as a liaison between the Contractor and the Department of Corrections for the duration of the Contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the name, title, address, telephone & fax number, of its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.

17.1. 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.

17.2. 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.

17.3. Changes to 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.

**18. Contractor Liaison's Responsibilities:**

Contractor's designated liaison shall be responsible for:

18.1. Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such a representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof.

18.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof.

18.3. 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

18.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues, which may arise.

**19. NH Department of Corrections Contract Liaison Responsibilities:**

NH Department of Corrections' Commissioner, or designee, shall act as liaison between the Contractor and the NH Department of Corrections for the duration of the Contract and any renewals thereof. The 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. The NH Department of Corrections representative shall be responsible for:

19.1. 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.

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- 19.2. Monitoring compliance with the terms of the Contract.
- 19.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the time frames specified by the Contract.
- 19.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues, which arise.
- 19.5. Informing the Contractor of any discretionary action taken by the NH Department of Corrections pursuant to the provision of the Contract.

**20. Reporting Requirements:**

NH Department of Corrections shall, at its sole discretion:

- 20.1. Request the Contractor to provide proof of any and all permits to perform courier services as required by authorities having local, state and/or federal jurisdiction at any time during the life of the Contract and any renewals thereof.
- 20.2. All material developed or acquired by the Contractor, as a result of work 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 the NH Department of Corrections.
- 20.3. Any reports and/or information requested by the NH Department of Corrections forwarded to NH Department of Corrections, Director of Professional Standards, or designee, P.O. Box 1806, Concord, NH 03302.

**21. Performance Evaluation:**

NH Department of Corrections shall, at its sole discretion monitor and evaluate the Contractor's compliance with the Terms and Conditions and adherence to the Scope of Services of the Contract for the life of the Contract and any renewals thereof.

**22. Performance Measures:**

NH Department of Corrections shall, at its sole discretion:

- 22.1. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action.
- 22.2. Terminate the Contract as permitted by law, if the NH Department of Corrections determines that the Contractor:
  - 22.2.1. Does not comply with the terms of the Contract.
  - 22.2.2. Has lost or has been notified of intention to lose their certification/licensure/permits.
  - 22.2.3. The Contractor shall fully coordinate the performance activities of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the NH Department of Corrections as requested by the Department throughout the effective period of the Contract.

**23. Bankruptcy or Insolvency Proceeding Notifications:**

- 23.1. 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 must notify the NH Department of Corrections immediately.
- 23.2. 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.

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**24. Embodiment of the Contract:**

In the event of a conflict in language between the documents referenced below, the provisions and requirements set forth and/or referenced in the negotiated document noted in 24.1.1. shall govern. 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 Proposer's Proposal and/or the result of a Contract.

**24.1. Order of Precedence:**

- 24.1.1. State of NH Department of Corrections Contract Agreement NHD0C 20-02-GFCOM.
- 24.1.2. State of NH Department of Corrections RFP NHD0C 20-02-GFCOM.
- 24.1.3. Proposer's Response to RFP NHD0C 20-02-GFCOM.

**25. Cancellation of Contract:**

NH 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. Should the NH Department of Corrections exercise its right to cancel the Contract, the cancellation shall become effective on the date as specified in the Notice of Cancellation sent to the Contractor.

- 25.1. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Contractor a written notice of such termination at least sixty (60) days prior to the effective termination date.
- 25.2. 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) days' notice of said cancellation.

**26. Contractor Transition:**

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

**27. Audit Requirement:**

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

**28. Additional 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 by not limited to:

- 28.1. Copy of the Auditor's Summary Report Adult Prisons and Jails;
- 28.2. Copy of the Correctional Action Plan (if applicable);
- 28.3. Breakdown of invoices;
- 28.4. 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.

**29. Notification to the Contractor:**

NH Department of Corrections shall be responsible for notifying the Contractor of any policy or procedural changes affecting the contracted services at least thirty (30) days before the

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

*State of NH, Department of Corrections  
PREA Auditing Services  
CONTRACT NHD0C 20-02-GFCOM*

---

implementation of such policy or procedure. The Contractor shall implement the changes on the date specified by the Department.

**30. Other Contractual Documents Required by the NH Department of Corrections:**

Form Number P-37 (version 5/8/15); Certificate of Good Standing; Certificates of Authority/Vote; Certificate of Insurance; Administrative Rules, Rules of Conduct, Confidentiality of Information Agreements; PREA Acknowledgement Form and ALT-W9 Registration shall be applicable for the requested contracted activities and are located as a separate link on the NH Department of Corrections website: [http://www.nh.gov/nhd0c/business/rfp\\_bidding\\_tools.htm](http://www.nh.gov/nhd0c/business/rfp_bidding_tools.htm) with instructions found in the Proposal Check Sheet.

**31. Rejection of Proposals:**

Proposals may be rejected at any time at the discretion of the Director of Administration or designee if the Contractor:

- 31.1. Has any interest that shall, in the sole discretion of the NH Department of Corrections, conflict with performance of services for the State.
- 31.2. If a non-profit/not-for-profit fails to furnish the NH Department of Corrections with the names and addresses of the organization's Board of Directors/Members, List of Key Personnel and Salaries and/or Resumes of Key Personnel (redact all personal information pertaining to these requirements).
- 31.3. Fails to make an oral presentation, if requested by the NH Department of Corrections, at a time, place and in a manner satisfactory to the Department.
- 31.4. Fails to reach an agreement with the NH Department of Corrections on any and all Contract terms.

**32. Remedies for "Minor Irregularities" of a Proposal:**

The NH Department of Corrections, in its sole discretion, may determine that non-compliance with any RFP requirement is insubstantial. In such cases, the Department may:

- 32.1. Seek clarification.
- 32.2. Allow the Contractor to make corrections, or
- 32.3. Apply a combination of the two (2) remedies.

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State of NH, Department of Corrections  
 PREA Auditing Services  
 CONTRACT NHD0C 20-02-GFCOM

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

**1. PREA Auditing Cost Proposal:**

Cost Proposals shall include all pre-audit, audit, post-audit services. If a Correction Action Plan (CAP) period is initiated, please identify the cost of the CAP services separately from the cost of all pre-audit, audit, post-audit services.

Facility	Address	Cost Proposal
<b>Year 1:</b>		
Northern Correctional Facility (NCF)	138 East Milan Road, Berlin, NH 03570	\$ 3,250.00
Corrections Transitional Work Center (TWC)	275 North State Street, Concord, NH 03301	\$ 2,250.00
Calumet House	126 Lowell Street, Manchester, NH 03104	\$ 2,250.00
Correctional Action Plan Year 1 (if applicable)		\$ 0
<b>Subtotal Year 1:</b>		<b>\$ 7,750.00</b>
<b>Year 2:</b>		
<sup>1</sup> NH State Prison for Men (NHSP-M)	281 North State Street, Concord, NH 03301	\$ 3,250.00
North End Transitional Housing Unit/Transitional Work Center (NEH)	1 Perimeter Road, Concord, NH 03301	\$ 2,250.00
Correctional Action Plan Year <sup>+</sup> <sub>2</sub> (if applicable)	<i>My HSA</i>	\$ 0
<b>Subtotal Year 2:</b>		<b>\$ 5,500.00</b>
<b>Year 3:</b>		
NH Correctional Facility for Women (NHCF-W)	42 Perimeter Road, Concord, NH 03301	\$ 3,250.00
Sea Farm Transitional Housing Unit (Shea Farm)	60 Iron Works Road, Concord, NH 03301	\$ 2,250.00
Correctional Action Plan Year <sup>+</sup> <sub>3</sub> (if applicable)	<i>My HSA</i>	\$ 5,500.00
<b>Subtotal Year 3:</b>		<b>\$ 5,500.00</b>
<b>Total Three Year Contract Price (add Subtotal Year 1, 2 &amp; 3)</b>		<b>\$ 18,750.00</b>

<sup>1</sup> Services shall include Secure Psychiatric Unit (SPU) and Residential Treatment Unit (RTU)

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*State of NH, Department of Corrections  
PREA Auditing Services  
CONTRACT NHD0C 20-02-GFCOM*

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**2. Method of Payment:**

- 2.1. Services are to be invoiced monthly commencing thirty (30) days after the start of service. Due dates for monthly invoices will be the 15<sup>th</sup> following the month in which services are provided.
- 2.2. Invoices shall be sent to the NH Department of Corrections, Director of Professional Standards, P.O. Box 1806, Concord, NH 03302, or designee, for approval. The "Bill To" address on the invoice shall be: NH Department of Corrections, Director of Professional Standards, P.O. Box 1806, Concord, NH 03302.
- 2.3. The NH Department of Corrections may adjust 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 submitted in accordance with the instructions established by the NH Department of Corrections.
- 2.4. The NH Department of Corrections Bureau of Financial Services may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall contain the following information:
  - 2.4.1. Invoice date and number;
  - 2.4.2. Item description of facilities audited;
  - 2.4.3. Cost of service rendered;
  - 2.4.4. Cost of CAP services rendered, if applicable; and
  - 2.4.5. Descriptor: PREA Auditing Services NHD0C 20-02-GFCOM.
- 2.5. 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 026000618W.

**The remainder of this page is intentionally blank.**

*State of NH, Department of Corrections  
PREA Auditing Services  
CONTRACT NHD0C 20-02-GFCOM*

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**Special Provisions, Exhibit C**

**1. FORM NUMBER P-37 (version 5/8/15)**

"To modify the Form P-37, General Provisions, Section 14. Insurance, paragraph 14.3, by changing the last sentence of the clause to read: "Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions."

**The remainder of this page is intentionally blank.**



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
OFFICE OF THE COMMISSIONER

P.O. BOX 1806  
CONCORD, NH 03302-1806  
603-271-6510 FAX: 1-888-908-6609  
TDD Access: 1-800-735-2964  
www.nh.gov/nhdoc

Helen M. Hanka  
Commissioner

Lynmarie C. Cusack  
Director of Professional  
Standards

**ADDENDUM # 1 to RFP NHDOC 20-02-GFCOM**

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

**RFP: NHDOC 20-02-GFCOM PREA Auditing Services**

(1) Addendum Descriptor: Change/Correction/Clarification:

RFP Change: Estimated Budget/Method of Payment, Exhibit B adding Calumet House to Year 1

Delete:

1. Page 43 of 50:

Add:

2. Page 43 of 50A:

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

Bureau of Professional Standards

Contractor Initials

A handwritten signature in black ink, appearing to be "M. J.", written over a horizontal line.

# 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 : 0004807356



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 18th day of February A.D. 2020.

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

William M. Gardner  
Secretary of State



**State of New Hampshire  
Department of State  
2020 ANNUAL REPORT**

Filed
Date Filed: 1/8/2020
Effective Date: 1/8/2020
Business ID: 770958
William M. Gardner Secretary of State

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

<b>CURRENT PRINCIPAL OFFICE ADDRESS:</b> 149 Spruce Swamp Road Milanville, PA, 18443, USA	<b>CURRENT MAILING ADDRESS:</b> 149 Spruce Swamp Road Milanville, PA, 18443, USA
---	--

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

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

<b>MANAGER / MEMBER INFORMATION</b>		
<b>NAME</b>	<b>BUSINESS ADDRESS</b>	<b>TITLE</b>
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.
<b>Title:</b> <u>Manager</u>
<b>Business Name:</b> <u>Patrick J Zirpoli LLC</u>
<b>Name of Signer:</b> <u>Patrick J Zirpoli</u>
<b>Title of Signer:</b> <u>Manager</u>

**CERTIFICATE OF AUTHORITY/VOTE**  
(Limited Liability Company)

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

- I am the Sole Member/Manager of the Company of Patrick J Zirpoli LLC  
(Name of Limited Liability Company)
- 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)  
12/12/19  
(Date)

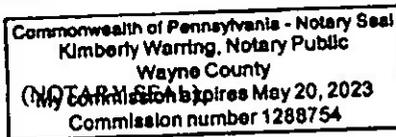
STATE OF Pennsylvania

COUNTY OF ~~Monroe~~ Wayne

On this the 12 day of December 2019, before me Kimberly Warring  
(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 Public / Justice of the Peace - Signature)

Commission Expires: May 20, 2023



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/18/2020

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).

<b>PRODUCER</b> Judy Clune 805 Main St STE 201 Honesdale PA 18431		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Patrick J. Zirpoll, LLC 149 Spruce Swamp Road Milanville PA 18443		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Hiscox Insurance Company Inc. NAIC # 10200 INSURER B: Evanston Insurance Company 35378 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	AUTO/OTHER	INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR				3AA375643	02/06/2020	02/06/2021	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 - COMPROP AGG \$ EXCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRE AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability				MPL1533273.20	02/06/2020	02/06/2021	\$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)

Coverage is claims made  
\$0 Retention  
2/6/15' Retroactive Date

Certificate holder is included as Additional Insured, if required by written agreement, per attached form PLPMPL P0002 CW (06/14)

**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 <i>Matt Lynch</i>
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# PATRICK J. ZIRPOLI LLC

February 13, 2020

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

Re: Workers' Compensation Insurance Requirement

To Whom It May Concern:

As I am the sole owner, sole-proprietor, contracting services in an individual capacity, Patrick J. Zirpoli, LLC, I am not required to carry workers' compensation insurance.

Thank you,



Patrick J. Zirpoli



149 Spruce Swamp Road  
Milanville, PA 18443

PHONE 570-729-8061

EMAIL Pjz6896@ptd.net

NH DEPARTMENT OF CORRECTIONS  
ADMINISTRATIVE RULES

Cor 307 Items Considered Contraband. Contraband shall consist of:

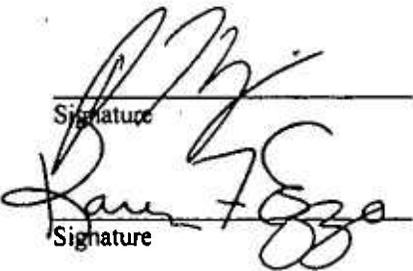
- a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
  - (1) narcotics
  - (2) controlled drugs or
  - (3) automatic or concealed weapons possessed by those not licensed to have them.
- b) Any firearm, simulated firearm, 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.

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

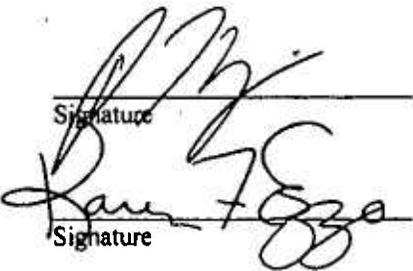
\_\_\_\_\_  
Name

  
\_\_\_\_\_  
Signature

12/12/19  
Date

Karen F. Ezzo

\_\_\_\_\_  
Witness Name

  
\_\_\_\_\_  
Signature

12/12/19  
Date

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

Date

Karen F. Ezzo  
Witness Name

Signature

Date

12/12/19

12/12/19

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 persons under Departmental control 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

Date

12/12/19

Karen F. Ezzo

\_\_\_\_\_  
Witness Name

Signature

Date

12/12/19



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF CORRECTIONS  
 DIVISION OF ADMINISTRATION

Helen E. Hanks  
 Commissioner

Robin Maddaus  
 Director

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/ahdoc

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  
 (Name of Contract Signatory)

Date: 12/12/19

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