

CJG



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.corrections.nh.gov

36

MAR 04 2026

WILLIAM RYAN HART, JR.
COMMISSIONER

JESSICA A. KURON
ASSISTANT COMMISSIONER

January 29, 2026

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the NH Department of Corrections (NHDOC) to enter into a three (3) year contract with Patrick J. Zirpoli, LLC (VC # 278313), 149 Spruce Swamp Road, Milanville, PA 18443, in the amount of \$27,500.00, for the provision of Prison Rape Elimination Act (PREA) Auditing Services, effective upon Governor and Executive Council approval for the period beginning April 1st, 2026 through March 31st, 2029, with the option to renew for one (1) additional period of up to three (3) years. 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 2028 is contingent upon the availability and continued appropriation of funds.

Patrick J. Zirpoli, LLC

Account	Description	FY 2026	FY 2027	FY 2028	Total
02-46-46-462510-5929-102-500731	Contracts for Program Services	\$ 11,500.00	\$ 8,000.00	\$ 8,000.00	\$27,500.00

EXPLANATION

The purpose of this contract 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 inmates. The standards are intended to:

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

The final PREA standards include provisions that are specific to Audit and State Compliance:

- (1) Prison Rape Elimination Act National Standard 115.93 indicates that the agency shall conduct audits pursuant to Standard 115.401

(2) Standard 115.401 indicates that the frequency and scope of audits are as follows:

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

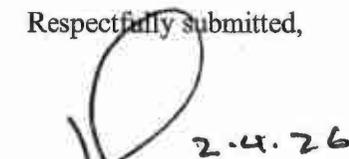
This contract is for a three-year term and will audit specific facilities annually prior to August 20th of each calendar year. Pursuant to the standards, the three facilities that will need to be audited for year one (1) are the Northern New Hampshire Correctional Facility (NNHCF), Berlin NH, the Concord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

The Request for Proposal (RFP) was posted to the NHDOC website [Bids & Contracts | NH Department of Corrections](#) as well as the New Hampshire Department of Administrative Services website [Statewide Bids and Proposals | Procurement and Support Services | NH Department of Administrative Services](#) for four (4) consecutive weeks. A notification was sent to the PREA Resources Center Website as well as the previous auditor. As a result of publication, four (4) bids were received. Of these, three (3) were deemed qualified. After the review and evaluation of proposals and in accordance with the RFP terms and conditions, NHDOC selected Patrick J. Zirpoli, LLC as the highest-ranked bidder.

The RFP was scored utilizing a consensus methodology by a 5-person evaluation committee which consisted of the following NHDOC employees: Jean Carroll, PREA Advocate, Athena Panas, NHCF-W Major, Stephen O'Rourke, Strategic Communications Liaison, Jonathan Nightingale, PREA Compliance Officer and Todd Phelps, Investigator III.

NHDOC has determined that the vendor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the Agreement. Documents supporting these assertions are available at the agency for review upon request.

Respectfully submitted,


2.4.26
William Ryan Hart, Jr.
Commissioner



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.corrections.nh.gov

WILLIAM RYAN HART, JR.

COMMISSIONER

JESSICA A. KURON

ASSISTANT COMMISSIONER

Bid Evaluation and Summary
Prison Rape Elimination Act (PREA) Audit Services
RFP NHDOC 2026-02

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 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. Executive Summary – 10 points
 - ii. Organizational Capability – 20 points
 - iii. Organizational Approach – 20 points
 - iv. Cost proposal – 50 points
- Award 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 NHDOC 2026-02.
 - 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. Jean Carroll, PREA Advocate
- b. Athena Panas, NHCFW Major
- c. Stephen O'Rourke, Strategic Communications Liaison
- d. Jonathan Nightingale, PREA Compliance Officer
- e. Todd Phelps, Investigator III



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.corrections.nh.gov

WILLIAM RYAN HART, JR.
 COMMISSIONER

 JESSICA A. KURON
 ASSISTANT COMMISSIONER

Scoring Matrix
Prison Rape Elimination Act (PREA) Audit Services
RFP NHD0C 2026-02

Qualified Respondents:

- Confinement Solutions LLC
 108 Ivey Farms Rd
 Candler, North Carolina 28715
- Corrections Consulting Services
 105 Water Ridge Ct
 Buchanan Dam, TX 78609
- Patrick J. Zirpoli, LLC
 149 Spruce Swamp Road
 Milanville, PA 18443

Disqualified Respondent:

KDM Consults LLC

Scoring Matrix Criteria:

- Proposals were evaluated based on the proven ability of the respondent to satisfy the provisions set forth in the Scope of Services in the most technical and cost-effective manner.
 1. Technical proposal – 50 points
 2. Cost Proposal – 50 points

Prison Rape Elimination Act (PREA) Audit Services				
RFP NHD0C 2026-02				
<i>Evaluation Criteria</i>	<i>RFP Weight Point Value</i>	<i>Confinement Solutions LLC</i>	<i>Corrections Consulting Services</i>	<i>Patrick J. Zirpoli, LLC</i>
<i>Technical Proposal</i>				
<i>Executive Summary</i>	10	3	8	8
<i>Organizational Capability</i>	20	7	19	17
<i>Organizational Approach</i>	20	12	19	17
<i>Cost Proposal</i>	50	50	18.7	30.9
<i>Total</i>	100	72	64.7	72.9

Highest scored bidder:

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



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.corrections.nh.gov

WILLIAM RYAN HART, JR.
 COMMISSIONER

JESSICA A. KURON
 ASSISTANT COMMISSIONER

Bidders list
Prison Rape Elimination Act (PREA) Auditing Services
RFP NHDOC 2026-02

NHDOC notified the PREA Resource Center to make the RFP available to all certified auditors. A sample of the list of auditors that were notified can be seen below:

State of Maine

1. Daniel Bean
West Newfield, ME
2. Conner MacFarland
Winthrop, ME
3. Michael Vitiello
Ocean Park, ME

State of Massachusetts

1. Andrew LeClair
Quincy, MA

State of Connecticut

1. Jack Fitzgerald
Wallingford, CT
2. Walter Krauss
Southbury, CT

State of Vermont, Rhode Island and New Hampshire

None available

The Commonwealth of Pennsylvania

1. Angel Baez-Sprague
Muncy, PA
2. Matthew Burns
Kulpmont, PA
3. Steven Chanenson
Villanova, PA
4. Grace Franks
Franklintown, PA
5. Patricia Reiser
Collegeville, PA
6. Edward Sweeney
Whitehall, PA
7. Patrick Zirpoli
Milanville, PA

In addition to:

195 DOJ-certified auditors notified through the PREA Resource Center.



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.corrections.nh.gov

WILLIAM RYAN HART, JR.
COMMISSIONER

JESSICA A. KURON
ASSISTANT COMMISSIONER

Biographies
Prison Rape Elimination Act (PREA) Audit Services
RFP NHDOC 2026-02

Jean Carroll, PREA Advocate

For over sixteen years, Jean Carroll has served as the PREA Victim Advocate for the New Hampshire Department of Corrections. Leading statewide efforts to prevent, deter, and respond to sexual victimization, harassment, coercion, and staff misconduct. In this role, Ms. Carroll works closely with both uniformed and civilian staff, incarcerated individuals, and parolees to foster a culture of safety, accountability, and trauma-informed care within correctional settings. With a career spanning over a decade of service to vulnerable populations across New Hampshire, Ms. Carrol brings deep expertise, compassion, and unwavering commitment of justice and institutional reform.

Athena Panas, Major, PREA Manager

Athena Panas has been the Major of the New Hampshire Correctional Facility for Women (NHCFW) since 2023. Her career in Corrections began in 2011 at the New Hampshire Correctional State Prison for Men (NHSP-M). After transferring to NHCFW in 2013, Major Panas has remained a dedicated leader, shaping the facility's culture and operations through innovation, collaboration, and commitment to excellence. Over the years, Major Panas has earned multiple distinctions, including team commendations, lifesaving awards and the prestigious Leadership of the Year honor. Major Panas professional development includes specialized training in Critical Incident Stress Management, Women in Command, Excited Delirium, and the NH Supervisory Academy, each contributing to a well-rounded and responsive leadership style. As co-founder of Progressive Pathways, Major Panas has spearheaded program development focused on rehabilitation and reentry. The initiative empowers inmates to reflect on the circumstances that led to incarceration and build the skills necessary for successful reintegration into society. Major Panas leads a cross-functional collaboration across all areas of the facility to enhance operational effectiveness and ensure alignment with institutional goals. Her leadership reflects a deep commitment to safety, accountability, and transformative correctional practice.

Stephen O'Rourke, Strategic Communications Liaison

Stephen O'Rourke has dedicated over 30 years to promoting the safety and security of the public, staff, and incarcerated individuals within the New Hampshire Department of Corrections (NHDOC). After retiring in May 2014 as Operations Sergeant, Mr. O'Rourke transitioned into a civilian role as a Hearings Officer. In this capacity, he continued to work inside all NHDOC facilities to uphold fairness, accountability, and institutional integrity. As a Hearings Officer, Mr. O'Rourke performed a wide range of duties, including adjudicating disciplinary cases and supporting facility operations. In his role as the Strategic Communications Liaison, Mr. O'Rourke collaborates closely with department leadership, including the Commissioner, Assistant Commissioner, Wardens, Directors, and Chiefs of Security to address complex issues related to security, policy, and communications. Mr. O'Rourke has remained a steadfast advocate for transparency, operational excellence, and the well-being of all individuals within the correctional system.

Jonathan Nightingale, PREA Compliance Officer

Jonathan Nightingale began a career in law enforcement in April 2000, serving primarily with the Hillsborough County Sheriff's Office in roles including Dispatcher and Deputy Sheriff. Over the course of 25 years, Mr. Nightingale has also worked as a Part-Time Police Officer and is currently employed with the Auburn Police Department. In May 2024, Mr. Nightingale joined the New Hampshire Department of Corrections (NHDOC) as a Compliance Auditor within the Division of Professional Standards. Shortly thereafter, he transitioned into the role of PREA Compliance Officer, where he currently serves. In addition, Mr. Nightingale has assumed the responsibilities of the vacant PREA Coordinator position, demonstrating initiative and leadership in advancing the Department's commitment to the Prison Rape Elimination Act (PREA). In this role, Mr. Nightingale ensures institutional compliance with PREA standards, conducts audits, and supports policy development aimed at preventing and responding to sexual victimization within correctional settings. His extensive background in law enforcement and Corrections brings a valuable perspective to the Department's efforts to uphold safety, accountability, and professional integrity.

Todd Phelps, Investigator III

Todd Phelps began a career in Corrections in July 2003. Mr. Phelps initially served on 3rd shift in the Reception & Diagnostics (R&D) unit until April 2004, followed by a transition to 2nd shift in the Medium Custody South (MCS) through November 2005. From there, Mr. Phelps moved to 1st shift in the Close Custody Unit (CCU), where he remained until July 2016. In July 2016, Mr. Phelps was promoted to Corporal on 2nd shift Interior and assigned to the Health Services Center (HSC). Later that year, in November 2016, was promoted into the Investigations Bureau where he continues to serve the NHDOC. Mr. Phelps primary focus within Investigations has centered on sexual assault in confinement, with a strong emphasis on Prison Rape Elimination Act (PREA) cases. Throughout his career, Mr. Phelps has demonstrated a consistent commitment to institutional safety, integrity, and the protection of vulnerable populations within the correctional system.

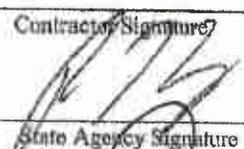
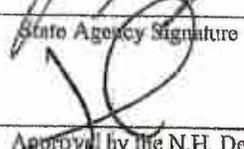
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address 64 South Street, Concord, NH 03301 P.O Box 1806, Concord, NH 03302	
1.3 Contractor Name Patrick J. Zirpoli, LLC (VC # 278313)		1.4 Contractor Address 149 Spruce Swamp Rd Milanville, PA 18443	
1.5 Contractor Phone # 570-560-5660	1.6 Account Unit and Class 02-46-46-462510-5929- 102-500731	1.7 Completion Date March 31, 2029	1.8 Price Limitation \$27,500.00
1.9 Contracting Officer for State Agency Jason H. Darrah, Bureau Chief - Investigations		1.10 State Agency Telephone Number 603-271-5601	
1.11 Contractor Signature  Date: 9/29/25		1.12 Name and Title of Contractor Signatory Patrick J. Zirpoli, Owner	
1.13 State Agency Signature  Date: 2-4-26		1.14 Name and Title of State Agency Signatory William Ryan Hart, Jr. Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 2/11/2026			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
Date 9/29/25

2. 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 B 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, 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 1.13 ("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.

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 applicable 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 employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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 with respect to the subject matter hereof.

Contractor Initials JW
Date 9/29/05

EXHIBIT A - SPECIAL PROVISIONS

1. Form Number P-37 (version 2/23/2023)

“To modify the Form P-37, General Provisions, Section 14. Insurance, paragraph 14.3, by changing the second to 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 NH, Department of Corrections
 PREA Audit Services
 Contract NHD0C 2026-02*

EXHIBIT B - SCOPE OF WORK

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 (NHD0C) 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, 2026, or upon Governor and Executive Council approval, whichever is later through March 31, 2029. 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:

3.1. Services shall be performed at the following NHD0C locations:

Northern NH Department of Corrections Correctional Facilities	
Northern NH Correctional Facility (NNHCF)	138 East Milan Road, Berlin NH 03570
Southern NH Department of Corrections Correctional Facilities	
NH State Prison for Men (NHSP-M)	281 North State Street, Concord NH 03301
Secure Psychiatric Unit (SPU)*/Residential Treatment Unit (RTU)	
NH Correctional Facility for Women (NHCF-W)	42 Perimeter Road, Concord NH 03301
NH Department of Corrections Transitional Housing Units	
North End Transitional Housing Unit (NEH/THU)	1 Perimeter Road, Concord NH 03301
Concord Transitional Work Center (TWC)	275 North State Street, Concord NH 03301
Shea Farm, Transitional Housing Unit (THU)	60 Iron Works Road, Concord NH 03301
Calumet House, Transitional Housing Unit (THU)	126 Lowell Street, Manchester NH 03104

*SPU includes non-adjudicated civil committed patients in SPU.

- 3.2. Locations may be added and/or deleted after the awarding of an Agreement at the discretion of the Department and upon mutual agreement of the Commissioner of NHD0C and Contractor.
- 3.3. In the event that NHD0C wishes to add or remove facilities at which Contractor is to provide services, it shall:
 - 3.3.1. Give Contractor fourteen (14) days written notice of the proposed change; and
 - 3.3.2. Secure Contractor's written agreement to the proposed changes.
- 3.4. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.

Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

*State of NH, Department of Corrections
PREA Audit Services
Contract NHDOC 2026-02*

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 inmates and are intended to:

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

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

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

5. Correctional Facility Audit Schedule:

Pursuant to the standards, the three (3) facilities are to be audited prior to August 20, 2026 during Year One of the initial original contract period to consist of NNHCF, Berlin, NH; TWC, Concord, NH and Calumet House located in Manchester, NH.

- NNHCF is a medium custody men's facility housing approximately 559 inmates (August 28, 2025).
- TWC is a men's minimum custody facility housing approximately 54 inmates (August 28, 2025) who are assigned work duties at the NHSP-M.
- The Calumet House is a supervised community residence for men where the inmates are expected to obtain employment in the community housing approximately 44 inmates (August 28, 2025).

Year Two (2) of the original contract period, the two (2) facilities to be audited prior to August 20, 2027 consist of NHSP-M, SPU & RTU and NEH.

- NHSP-M is a multi-security level men's facility from general to maximum security population housing approximately 1071 inmates (August 28, 2025).
- NEH is supervised community residence for men where the inmates prepare to transition back into the community housing approximately 42 inmates (August 28, 2025).

Year Three (3) of the original contract period, the two (2) facilities to be audited prior to August 20, 2028 consist of NHCFW and Shea Farm.

- NHCF-W is a multi-security level women's facility from minimum to medium and closed custody population housing approximately 98 inmates (August 28, 2025).

Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

*State of NH, Department of Corrections
PREA Audit Services
Contract NHDOC 2026-02*

- Shea Farm Transitional Housing Unit is a minimum security facility housing approximately 21 inmates.

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.

7. Certified PREA Auditor Qualifications:

Preference will be given 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, 2026, August 20, 2027 and August 20, 2028. The NH Department of Corrections seeks PREA Auditing services to be performed no later than June 1, 2026, June 1, 2027 and June 1, 2028 with the final audit report completed by June 30, 2026, June 30, 2027 and June 30, 2028. The facilities to be audited during the original contract period will be the NNHCF, 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 NHDOC Pre Audit Questionnaire: Adult Prisons and Jails. The Pre Audit Questionnaire will be forwarded by the NHDOC PREA Coordinator no less than six (6) weeks prior to the first facility audit. The Auditor will review the NHDOC responses to the Pre Audit Questionnaire and conduct follow-up calls with 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 NHDOC 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.

Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

*State of NH, Department of Corrections
PREA Audit Services
Contract NHD0C 2026-02*

- Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and
 - NHD0C 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.
- 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: [RFP Resources | NH Department of Corrections](#)

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: [RFP Resources | NH Department of Corrections](#)

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 Contract, 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 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

Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

*State of NH, Department of Corrections
PREA Audit Services
Contract NHDOC 2026-02*

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.

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

Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

*State of NH, Department of Corrections
PREA Audit Services
Contract NHD0C 2026-02*

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.

- 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 timeframes 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.

Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

*State of NH, Department of Corrections
PREA Audit Services
Contract NHDOC 2026-02*

23.2 Upon learning of the actions herein identified, the NHDOC 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.

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 Vendor'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 NHDOC 2026-02.

24.1.2 State of NH Department of Corrections RFP NHDOC 2026-02.

24.1.3 Vendor's Response to RFP NHDOC 2026-02.

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:

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 NHDOC 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 implementation

Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

*State of NH, Department of Corrections
PREA Audit Services
Contract NHDOC 2026-02*

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: [RFP Resources | NH Department of Corrections](#) 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 NHDOC, conflict with performance of services for the State.
- 31.2 If a non-profit/not-for-profit fails to furnish the NHDOC 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 NHDOC, at a time, place and in a manner satisfactory to the Department.
- 31.4 Fails to reach an agreement with the NHDOC 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.

The remainder of this page is intentionally left blank.

Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

*State of NH, Department of Corrections
PREA Audit Services
Contract NHDOC 2026-02*

Estimated Budget/Method of Payment, Exhibit C

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
Year 1:		
Northern Correctional Facility (NNHCF)	138 East Milan Road, Berlin, NH 03570	\$ 4500.00
Concord Transitional Work Center (TWC)	275 North State Street, Concord, NH 03301	\$ 3500.00
Calumet House, Transitional Housing Unit	126 Lowell Street, Manchester, NH 03104	\$ 3500.00
Correctional Action Plan Year 1 <i>(if applicable)</i>		\$ 0
Subtotal Year 1:		\$ 11,500.00
Year 2:		
¹ NH State Prison for Men (NHSP-M)	281 North State Street, Concord, NH 03301	\$ 4500.00
North End Transitional Housing Unit/Transitional Work Center (NEH)	1 Perimeter Road, Concord, NH 03301	\$ 3500.00
Correctional Action Plan Year 1 <i>(if applicable)</i>		\$ 0
Subtotal Year 2:		\$ 8000.00
Year 3:		
NH Correctional Facility for Women (NHCF-W)	42 Perimeter Road, Concord, NH 03301	\$ 4500.00
Shea Farm Transitional Housing Unit (Shea Farm)	60 Iron Works Road, Concord, NH 03301	\$ 3500.00
Correctional Action Plan Year 1 <i>(if applicable)</i>		\$ 0
Subtotal Year 3:		\$ 8000.00
Total Three-Year Contract Price <i>(add Subtotal Year 1, 2 & 3)</i>		\$ 27,500.00

¹ *Services shall include Secure Psychiatric Unit (SPU) and Residential Treatment Unit (RTU)*

Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

*State of NH, Department of Corrections
PREA Audit Services
Contract NHDOC 2026-02*

2. Method of Payment:

- 2.1. Contractor shall provide itemized invoices, commencing thirty (30) days after the start of service and submitted by the fifteenth (15th) day of each month following the month in which services are provided. Contractor shall submit all invoices to NHDOC in a timely manner.
- 2.2. Invoices shall be sent to the NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302, or designee, for approval. The "Bill To" address on the invoice shall be NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302. NHDOC will accept invoices in electronic format to expedite payment to: DOC-Financialservices@DOC.nh.Gov.
- 2.3. NHDOC may adjust the payment amount identified on the Contractor's invoice if an invoice is not submitted in accordance with the instructions established by NHDOC.
- 2.4. NHDOC Bureau of Financial Services may issue payment to Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall contain the following information:
 - 2.4.1. Invoice date, invoice number, account number (if applicable), facility;
 - 2.4.2. Quantity and description of services rendered;
 - 2.4.3. Dates of said services; and
 - 2.4.4. Itemized service total charge.
- 2.5. Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618.

The remainder of this page is intentionally blank.

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: **0007295373**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of September A.D. 2025.

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

David M. Scanlan
Secretary of State

Certificate of Authority # 6

(Sole Proprietor)

Sole Proprietor Certification of Authority

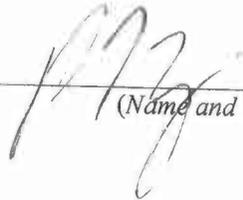
I, Patrick J. Zirpoli _____, hereby certify that I am a Sole Proprietor
(Name)

of Patrick J. Zirpoli LLC _____ which is a tradename registered with the Secretary of
(Name of Business)

under RSA 349. I certify that I am the sole owner of my business and of the tradename.

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 business.

DATED: 09/29/25 _____

ATTEST:  _____ Owner
(Name and Title)

Patrick J. Zirpoli LLC
149 Spruce Swamp Road
Milanville, PA 18443
570-560-5660

September 29, 2025

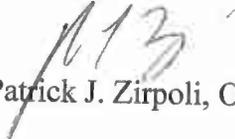
NH Department of Corrections
P.O. Box 1806
Concord, NH 03302-1806

Re: Workers' Compensation Insurance Requirement

To Whom It May Concern:

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

Thank you,


Patrick J. Zirpoli, Owner

**State of NH, Department of Corrections
PREA Audit Services
RFP NHDOC 2026-02**

Appendix A –Transmittal Letter

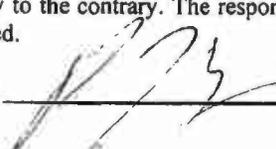
Proposal Due Date: October 3, 2025

[Insert name of Signor] Patrick J. Zirpoli, on behalf of Patrick J. Zirpoli LLC [insert name of entity submitting bid (collectively referred to as "Vendor")] hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID hereby offers NHDOC, PREA Audit services as outlined in RFP NHDOC 2026-02 at the price(s) quoted in the Vendor response in complete accordance with all conditions of this RFP and the Standard Terms and Conditions outlined in Appendix C – Standard Terms and Conditions.

The Vendor attests to the fact that:

1. The Vendor has not altered any of the language or other provisions contained in the Proposal document.
2. The Proposal is effective for a period of 180 days from the Proposal due date.
3. The Proposal was established without collusion with other parties.
4. The Vendor has read and fully understands this Proposal, Addendums to the RFP, and the terms and conditions including but not limited to the Standard Terms and Conditions in Appendix C – Standard Terms and conditions, which shall form the basis of any Contract resulting from this RFP.
5. Vendor attests that no new terms and conditions have been added and no existing terms and conditions have been deleted or modified from the PREA Audit services, RFP NHDOC 2026-02 used in the Vendor's Proposal response.
6. In accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
 - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
 - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
 - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
 - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
 - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
 - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
 - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
 - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
 - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment: or
 - j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

This document shall be signed by a person who is authorized to legally obligate the responding Vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding Vendor and that any and all other terms and conditions submitted by the responding Vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding Vendor shall also be subject to State of New Hampshire terms and conditions as stated.

Authorized signor's Signature:  Authorized Signor's Title: Owner

Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

State of NH, Department of Corrections
PREA Audit Services
RFP NHDOC 2026-02

Vendor's Official Point of Contact

Information Title of Contract Signatory (above): Owner

Contract Signatory Telephone Number: 570-560-5660

Contract Signatory E-Mail: pjz6896@ptd.net

Address of Contract Signatory: 149 Spruce Swamp Rd. Milanville, PA 18443

Contact Person (if different from Contract Signatory): _____

Contact Person E-Mail: pjz6896@ptd.net

URL: https://www.patrickjzirpoli.com

Contract Signatory Signature (above): _____

NOTARY PUBLIC/JUSTICE OF THE PEACE

County: Wayne State: PA

On this 28th day of Sept, 2025 personally appeared before me, the above named PATRICK J. ZIRPOLI, in his/her capacity as an authorized representative of

PATRICK J. ZIRPOLI LLC, known to me or satisfactorily proven, and took oath
[Organization]

that the foregoing is true and accurate to the best of his/her knowledge and belief.

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

Denise Millon
(Notary Public/Justice of the Peace)

8/19/26
(My Commission Expires)

Commonwealth of Pennsylvania - Notary Seal
Denise Millon, Notary Public
Wayne County
My commission expires August 19, 2026
Commission number 1113158
Member, Pennsylvania Association of Notaries



Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

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 9/29/25

NH DEPARTMENT OF CORRECTIONS
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions

- a. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- f. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- j. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- k. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time.

(2) Use and Disclosure of Protected Health Information

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:

- (i) for the proper management and administration of the Business Associate;
- (ii) as required by law, pursuant to the terms set forth in paragraph d. below; or
- (iii) for data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions on the uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure or security incident.

b. Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of protected health information, in electronic or any other form, that it creates, receives, maintains or transmits under this Agreement, in accordance with the Privacy and Security Rules, to prevent the use or disclosure of PHI other than as permitted by the Agreement.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be

receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA and the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3.d and standard contract provision #13, shall survive the termination of the Agreement.

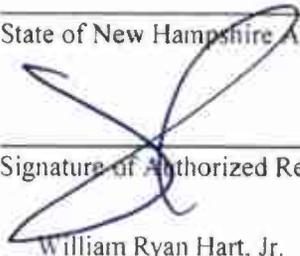
IN WITNESS WHEREOF, the parties hereto have duly executed this HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT.

New Hampshire Department of Corrections

Patrick J. Zirpoli LLC

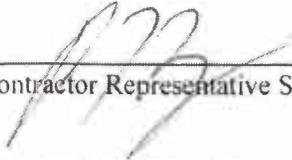
State of New Hampshire Agency Name

Signature of Authorized Representative



William Ryan Hart, Jr.

Contractor Representative Signature



Patrick J. Zirpoli

Authorized DOC Representative Name

Commissioner

Authorized Contractor Representative Name

Owner

Authorized DOC Representative Title

Authorized Contractor Representative Title

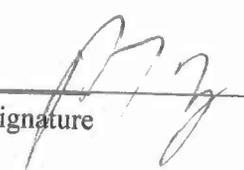
2.4.26
Date

9/29/25
Date

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

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

Patrick J. Zirpoli
Name


Signature

9/24/25
Date

NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

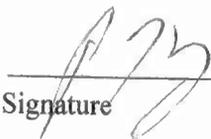
I understand and agree that all employed by the organization/agency I represent must abide by all rules, regulations and laws of the State of New Hampshire and the NH Department of Corrections that relate to the confidentiality of records and all other privileged information.

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

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

Patrick J. Zirpoli

Name


Signature

9/29/25
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/nhdoc

WILLIAM RYAN HART, JR.
COMMISSIONER

LISA M. STONE
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

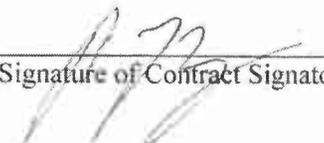
The act aimed to curb prison rape through a "zero-tolerance" policy, as well as through research and information gathering. The NH Department of Corrections has zero tolerance relating to the sexual assault/rape of offenders and recognizes these offenders as crime victims. Due to this recognition and 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: 09/29/25
(Name of Contract Signatory)

Signature: 
(Signature of Contract Signatory)

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

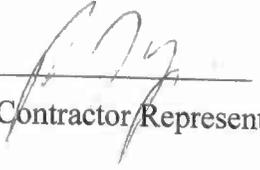
CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Patrick J. Zimpali 
Printed Name/Signature of Contractor Employee

9/29/25
Date

Patrick J. Zimpali 
Printed Name/Signature of Contractor Representative

9/29/25
Date

Patrick J. Zimpali LLC Owner
Organization and Title of Contractor Representative