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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

Helen E. Hanks  
Commissioner

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

Robin H. Maddaus  
Director

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October 25, 2019

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

**REQUESTED ACTION**

1. Authorize the NH Department of Corrections (NHDOC) to accept and expend a Residential Substance Abuse Treatment (RSAT) sub grant from the NH Department of Justice (NHDOJ), in the amount of \$33,630.00, to implement a cognitive-behavioral substance abuse treatment program for the residents of the Department effective upon Governor and Executive Council approval through September 30, 2021. 100% Federal Grants to Other Agencies
2. Authorize, contingent upon approval of requested action #1, the NHDOC to enter into a **sole source** contract Agreement with Correctional Counseling, Inc. (VC #279209), Germantown, TN 38138, in the amount of \$16,000.00, for *Moral Reconciliation® Therapy* training and professional services effective upon Governor and Executive Council approval through August 31, 2020. 100% Federal Grants to Other Agencies

Funds are to be budgeted in an account, Residential Substance Abuse Treatment, Accounting Unit 02-046-046-460510-23820000 as follows:

Grant Title: Residential Substance Abuse Treatment (RSAT)				
Account	Description	FY 2020 Current	FY 2020 Requested Action	FY 2020 Adjusted Authorized
057-500531	Books	-	17,630.00	17,630.00
102-500731	Contracts for Program Services	-	16,000.00	16,000.00
	<b>Totals</b>	-	<b>33,630.00</b>	<b>33,630.00</b>
Source of Funds:				
00D-488520	Federal Grants to Other Agencies	-	(33,630.00)	(33,630.00)

## EXPLANATION

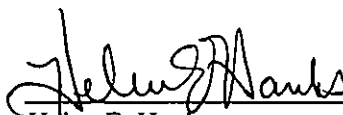
This request is **sole source** as Correctional Counseling, Inc. is the sole provider of *Moral Reconciliation® Therapy* (MRT) certified facilitator training services and training materials. MRT, a National Registry of Evidence-Based Programs and Practices (NREPP) program, is a cognitive-behavioral treatment program for substance abuse.

MRT training is a systematic treatment approach that seeks to change how substance abusers make decisions and judgments by increasing moral reasoning, enhancing self-image and promoting the growth of a positive identity. Research has shown that this type of therapy can increase moral reasoning in adult drug and alcohol users. In addiction recovery treatment, MRT takes the form of individual and group counseling, and uses prescribed homework assignments and structured group exercises to address seven basic treatment issues:

1. Confrontation of beliefs, behaviors, and attitudes;
2. Reinforcement of positive behavior and habits;
3. Assessment of current relationships;
4. Positive identity formation;
5. Enhancement of self-concept;
6. Development of higher stages of moral reasoning; and
7. Decrease in hedonism and development of frustration tolerance.

MRT training was initially developed as the cognitive-behavioral component in an adult prison-based therapeutic community as a treatment approach to change negative behavior patterns among substance abusers. Due to MRT's success, the program has been expanded to juvenile offenders, probation and parole, community corrections, inpatient and outpatient hospital settings, educational environments, and drug courts. MRT seeks to make improvements in moral reasoning and decision-making, helping residents acknowledge that there are consequences to their actions. Successful program outcomes leads to beneficial changes in personality characteristics, decreasing disciplinary infractions and reducing recidivism. NHDOC Community Corrections personnel will participate in the MRT training to certify as MRT facilitators, offering the program to NHDOC residents.

Respectfully Submitted,



Helen E. Hanks  
Commissioner



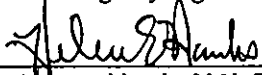
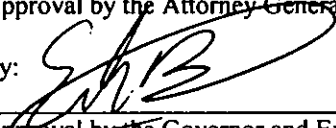
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

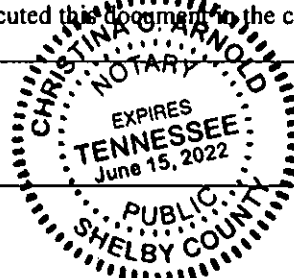
**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address P.O. Box 1806, Concord, NH 03302 105 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Correctional Counseling, Inc.		1.4 Contractor Address 2028 Exeter Road, Germantown, TN 38138	
1.5 Contractor Phone Number 901-360-1564	1.6 Account Number 02-46-46-460510-2382000-102-500731	1.7 Completion Date August 31, 2020	1.8 Price Limitation \$16,000.00
1.9 Contracting Officer for State Agency Nick Duffy		1.10 State Agency Telephone Number 603-271-0078	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Liz Clayton, Vice President of Finance	
1.13 Acknowledgement: State of <u>TN</u> , County of <u>Shelby</u> On <u>24th Oct. 2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Christina Arnold, officer			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Helen E. Hanks, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>11/4/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### **8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

## EDUCATIONAL TRAINING AGREEMENT

This Agreement is between the State of New Hampshire, acting by and through the STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS ("State" or "Department"), 105 Pleasant Street, Concord, NH 03301 and CORRECTIONAL COUNSELING, INC. ("Contractor"), a Tennessee Corporation, Germantown, TN 38138.

WHEREAS, the State and the Contractor have agreed for the Contractor to provide Moral Reconciliation Therapy® (MRT) Training Services for the NH Department of Corrections (NHDOC).

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

### EXHIBIT A

#### SCOPE OF SERVICES

##### 1. Training Overview

Moral Reconciliation Therapy® (MRT) is a cognitive-behavioral program for substance abuse treatment that leads to enhanced moral reasoning, better decision-making and behavior that is more appropriate. MRT seeks to make improvements in moral reasoning and decision-making, helping residents acknowledge that there are consequences to their behavior and actions, and the treatment approach has proven successful in changing negative behavior patterns among substance abuse. MRT takes the form of individual and group counseling, and uses prescribed homework assignments and structured group exercises to address seven basic treatment issues:

1. Confrontation of beliefs, behaviors, and attitudes;
2. Reinforcement of positive behavior and habits;
3. Assessment of current relationships;
4. Positive identity formation;
5. Enhancement of self-concept;
6. Development of higher stages of moral reasoning; and
7. Decrease in hedonism and development of frustration tolerance.

MRT is based on the theory that thoughts, beliefs, and attitudes are the primary factors that influence an individual's behavior, and the treatment has been granted evidence-based practice status by the *Substance Abuse and Mental Health Services Administration (SAMHSA)*.

A MRT certified facilitator, professional staff who have completed a 32-hour (4-day) training program, must operate all MRT training groups.

To enhance the skills of MRT certified facilitators, a six and an half (6 ½) hour trauma-focused MRT training, *Breaking the Chains of Trauma*, will be conducted. *Breaking the Chains of Trauma* is a treatment program for those individuals struggling with day-to-day responsibilities due to trauma-related experiences.

##### 2. MRT Facilitator (4-day training):

- a. Intensive training that uses lectures, discussions, and experiential exercises to explore the dynamics and basic personality traits of clients;
- b. Presentation of the outcome research on MRT effectiveness;
- c. Demonstration and explanation of the MRT method (primary characteristics, evolution, and application) as a cognitive-behavioral treatment; and

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- d. Up to four hours of additional “homework” further prepares trainees to facilitate MRT group counseling.
- e. Each facilitator receives a copy of the following:
  - The MRT® workbook (*How to Escape Your Prison*);
  - *MRT Facilitators’ Guide* (contains information on the group process, specific objective criteria, and guidelines for all exercises and tasks in MRT®, as well as specific “how to” instructions);
  - *Psychological Reports* (Reprints of ten (10) journal articles on outcome data on MRT programs);
  - *Effective Counseling Approaches* (Description of Cognitive Behavioral approaches, cognitive restructuring, and cognitive skills programs);
  - One (1) CD: *5-Minute Stress Manager and Imaginary Future* (used to train facilitators how to get clients to set appropriate long-term goals);
  - *Antisocial Personality Disorder and Criminal Justice: Evidence Based Practices* (contains information on treating residents with most resistant behavior); and
  - Certificate of attendance/completion. 3.2 Continuing Education Units (CEU’s) available from Louisiana State University at Shreveport.

**3. Breaking the Chains of Trauma (1-day training):**

- a. Intensive lecture, discussion and hands-on training to explore the dynamics of trauma.
- b. The key issues identified by SAMHSA’s Trauma-Informed Treatment Protocol are explained and assessment instruments are identified. During this training, each participant receives a copy of:
  - *Breaking the Chains of Trauma Workbook – Male Version*;
  - *Breaking the Chains of Trauma Workbook – Female Version*;
  - *Breaking the Chains of Trauma Facilitator’s Guide* (contains a brief introduction and guide to the tasks and exercises in the MRT® *Breaking the Chains of Trauma Workbook*)
  - *Breaking the Chains of Trauma Program Journal* (supplement to the MRT® *Breaking the Chains of Trauma* program which focuses on recovery from trauma-related issues and can be used with the MRT® based trauma workbooks or on its own; and
  - Certificate of attendance/completion. .65 CEU’s available from Louisiana State University at Shreveport.

**4. General Assumptions**

- a. Term of Agreement: The Term of this Agreement shall commence upon Governor and Executive Council approval through August 31, 2020.
- b. Location of Services: Pease Public Library, Plymouth, NH, 1 Russell Street, Plymouth, NH 03264 or alternative location agreed to by the parties.
- c. Invoices: The NH Department of Corrections shall receive invoices for services rendered no later than thirty days post service date.
- d. Trainer: Authorized MRT certified training facilitator.
- e. Background Checks: Background checks will be performed by the Department or by the State of New Hampshire, Department of Safety. The Contractor must contact the Department’s liaison for further instructions. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks and fingerprinting reports of all potential Contractors and or subcontractors to determine eligibility status and access to all Departmental facilities.
- f. Rules and Regulations: The Contractor agrees to 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* located as a separate link: [http://www.nh.gov/nhdoc/business/rfp\\_bidding\\_tools.htm](http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm).
- g. Prison Rape Elimination Act (PREA) of 2003: The Contractor/Subcontractor agrees to 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/Subcontractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA

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standards which may require an outside independent audit. Additional information can be located as a separate link: [http://www.nh.gov/nhdoc/business/rfp\\_bidding\\_tools.htm](http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm).

- h. **Cancellation of Contract:** The Department of Corrections may cancel the Contract at any time for breach of contractual obligations by providing the Contractor with a written notice of such cancellation. Should the NH Department of Corrections exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.

**5. Scope of Services**

- a. **Training Preparation:** Pre-training agenda development, phone consultations, e-mail communication with NH Department of Corrections Project Manager and Correctional Counseling, Inc. to include printed, training materials, manuals and digital media.
- b. **Correctional Counseling, Inc. Training Services (38.50 Hours):**
- c. **Number of Participants:** The NH Department of Corrections reserves the right to adjust the amount of participates attending the MRT® Training.

**EXHIBIT B**

**METHOD OF PAYMENT AND CONTRACT PRICE**

- 1. The Contractor, Correctional Counseling, Inc., shall provide an itemized invoice for services provided to the applicable General Assumptions and Scope of Services to include the following:

<b>Estimated Training Services and Supply Budget: Correctional Counseling, Inc.</b>				
<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Extended Cost</b>
1.	MRT® Host for MRT® Training	18	\$500.00	\$9,000.00
2.	MRT® Trauma Training	18	\$250.00	\$4,500.00
3.	MRT® Certified Facilitator Travel	1	\$2,500.00	\$2,500.00
3a.	Airline (flight)			
3b.	Ground Transportation (rental car)			
3c.	Lodging (hotel) <sup>1</sup>			
3d.	Meals <sup>2</sup>			
3e.	Tolls			
3f.	Incidentals (tips)			
<b>Total</b>				<b>\$16,000.00</b>
<sup>1</sup> 2019 Federal GSA NH Hotel Per Diem Rate: <i>Maximum</i> \$104.00/night				
<sup>2</sup> 2019 Federal GSA NH Meal Per Diem Rate: <i>Maximum</i> \$66/day; <b>First &amp; Last</b> day of travel = \$49.50				

- 2. Total estimated contract price (training services and supplies) shall not exceed sixteen thousand dollars and no cents (\$16,000.00).
- 3. The Contractor, Correctional Counseling, Inc., shall provide an itemized invoice thirty days post service date for services rendered. The NH Department of Corrections will accept an invoice in electronic format to expedite payment.

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## EXHIBIT C

### SPECIAL PROVISIONS

1. To amend the Insurance provision, section 14.3, of the original P-37 contract by changing the last sentence of the clause to: "Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions."

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

Community Corrections  
MRT Training Services

CC, Inc.  
Contractor Initials *LLC*

# State of New Hampshire

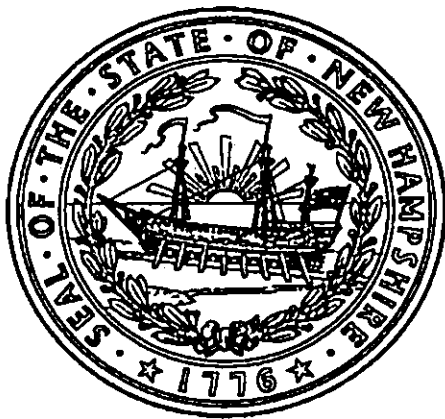
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CORRECTIONAL COUNSELING INC is a Tennessee Profit Corporation registered to transact business in New Hampshire on October 22, 2019. 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: **829190**

Certificate Number: **0004609907**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 24th day of October A.D. 2019.

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

William M. Gardner  
Secretary of State

# Business Information

## Business Details

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Business Name: CORRECTIONAL COUNSELING INC Business ID: 829190

Business Type: Foreign Profit Corporation Business Status: Good Standing

Business Creation Date: 10/22/2019 Name in State of CORRECTIONAL COUNSELING Incorporation: INC

Date of Formation in Jurisdiction: 01/01/1985

Principal Office 2028 Exeter, Germantown, TN, Mailing Address: 2028 Exeter, Germantown, TN, Address: 38138, USA 38138, USA

Citizenship / State of Incorporation: Foreign/Tennessee

Last Annual Report Year: N/A

Next Report Year: 2020

Duration: Perpetual

Business Email: acctg@ccimrt.com Phone #: 901-360-1564

Notification Email: acctg@ccimrt.com Fiscal Year End Date: NONE

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## Principal Purpose

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S.No	NAICS Code	NAICS Subcode
1	OTHER / Training	

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Page 1 of 1, records 1 to 1 of 1

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## Principals Information

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Name/Title	Business Address
Liz Clayton / Vice President	2028 Exeter Road, Germantown, TN, 38138, USA

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Page 1 of 1, records 1 to 1 of 1

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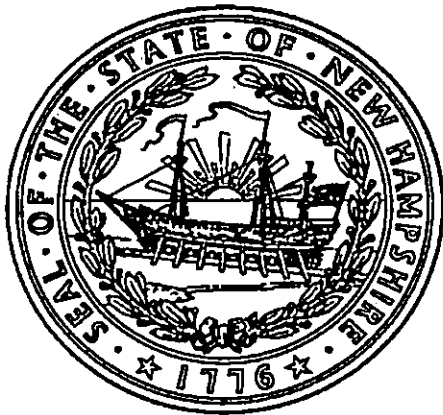
**State of New Hampshire**  
**Department of State**

**CERTIFICATE OF AUTHORITY OF  
CORRECTIONAL COUNSELING INC**

The Secretary of State of the State of New Hampshire hereby certifies that an Application of **CORRECTIONAL COUNSELING INC** for a Certificate of Authority to transact business in this State, duly signed pursuant to the provisions of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, by virtue of the authority vested in him by law, hereby issues this Certificate of Authority to **CORRECTIONAL COUNSELING INC** to transact business in this State under the name of **CORRECTIONAL COUNSELING INC**, and attaches hereto a copy of the Application for such Certificate.

Business ID: 829190



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 22nd day of October 2019 A.D.

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

William M. Gardner  
Secretary of State

**Certificate of Authority # 1**

*(Corporation or LLC- Non-specific, open-ended)*

**Corporate Resolution**

I, Edith Austin Robinson *(Name)* hereby certify that I am duly elected Clerk/Secretary of

Correctional Counseling, Inc. *(Name of Corporation or LLC)*. I hereby certify the following is a true copy of a

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October *(Month)*

24th, 20 19 at which a quorum of the Directors/shareholders were present and voting.  
*(Day) (Year)*

**VOTED:** That Kenneth D. Robinson, President or Liz Clayton, VP Finance (may list more than one person) is duly *(Name and Title)*

authorized to enter into contracts or agreements on behalf of Correctional Counseling, Inc. *(Name of Corporation or LLC)*

with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 10-24-2019

ATTEST: Edith Austin Robinson *(Name and Title)*  
Secretary



CORRCOU-01

MMILLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/23/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Insight Risk Management, LLC
INSURED: Correctional Counseling, Inc.
CONTACT: Malinda Miller
INSURER A: Illinois National Insurance Co
INSURER B: Hartford Accident & Indemnity
INSURER C: Lloyd's of London
INSURER D: Rated by Multiple Companies

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The State of New Hampshire is included as additional insured with regard to general liability if required by written agreement or contract.

CERTIFICATE HOLDER: State of New Hampshire Department of Corrections
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

NH DEPARTMENT OF CORRECTIONS  
ADMINISTRATIVE RULES

- COR 307 Items Considered Contraband. Contraband shall consist of:
- a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
    - (1) narcotics
    - (2) controlled drugs or
    - (3) automatic or concealed weapons possessed by those not licensed to have them.
  - b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target.
  - c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target.
  - d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.
  - e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.
  - f) Any intoxicating beverage.
  - g) Sums of money or negotiable instruments in excess of \$100.00.
  - h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit
  - i) The following types of items in the possession of an individual who is not in a vehicle, (but shall not be contraband if stored in a secured vehicle):
  - j) Knives and knife-like weapons, clubs and club-like weapons,
    - (1) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
    - (2) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
    - (3) pornography or pictures of visitors or prospective visitors undressed,
    - (4) cell phones and radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
    - (5) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
    - (6) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
    - (7) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.



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

COR 307.03 Searches and Inspections Authorized.

- a) Any person or property on state prison grounds shall be subject to search to discover contraband...

Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.

- b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain- view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain-view inspections.

- c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

Liz Clayton  
\_\_\_\_\_  
Name

Liz Clayton  
\_\_\_\_\_  
Signature

10-24-19  
\_\_\_\_\_  
Date

Ashley Burgess  
\_\_\_\_\_  
Witness Name

Ashley Burgess  
\_\_\_\_\_  
Signature

10/24/19  
\_\_\_\_\_  
Date

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

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

Liz Clayton  
Name

Liz Clayton  
Signature

10-24-19  
Date

Ashley Burgess  
Witness Name

Ashley Burgess  
Signature

10/24/19  
Date

NH DEPARTMENT OF CORRECTIONS  
CONFIDENTIALITY OF INFORMATION AGREEMENT

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

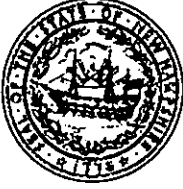
I further agree that all employed by or subcontracted through the organization I represent are not to discuss any confidential or privileged information with family, friends or any persons not professionally involved with the NH Department of Corrections. If inmates or residents of the NH Department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

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

Liz Clayton  
Name  
Ashley Burgess  
Witness Name

Liz Clayton  
Signature  
Ashley Burgess  
Signature

10-24-19  
Date  
10/24/19  
Date



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

**Helen E. Hanks  
Commissioner**

**Robin Maddaus  
Director**

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

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

**PRISON RAPE ELIMINATION ACT  
ACKNOWLEDGEMENT FORM**

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

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

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

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

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

As a Contractor and/or Subcontractor of the NH Department of Corrections, I understand that I shall inform all employees of the Contractor and/or Subcontractor to adhere to all policies concerning PREA, RSA 632-A:2, RSA 632-A:3, RSA 632-A:4 and departmental policies including NHDOC PPD 5.19 - PREA; NHDOC Administrative Rules, Conduct and Confidentiality Information regarding my conduct, reporting of incidents and treatment of those under the supervision of the NH Department of Corrections. (Ref. RSA Chapter 632-A, NHDOC PPD 5.19 and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

**Name (print):** Liz Clayton **Date:** 10-24-19  
(Name of Contract Signatory)

**Signature:** Liz Clayton  
(Signature of Contract Signatory)



**CORRECTIONAL COUNSELING, INC.  
PRESENTS CERTIFIED, EVIDENCE-BASED TRAINING**

# MRT-Moral Reconciliation Therapy® Training

## Daily Agenda, 4 Day, 32 Hour Training

\* 3.2 Continuing Education Units will be available from Louisiana State University at Shreveport.  
A separate form and fee are required for these CEU certificates.

Lecture, discussion, group work, homework, and individual exercises comprise MRT Training.

### Day One

8:30 AM – 10:00 AM	Introduction and history of MRT: Characteristics of Substance Abusers
10:00 AM – 10:15 AM	Break
10:15 AM – 12:00 PM	Treating sociopaths & treatment-resistant clients with substance abuse problems
12:00 PM – 1:00 PM	Lunch Break
1:00 PM – 3:00 PM	Cognitive Behavioral Treatment for substance abusers and clients with Anti-Social Personality Disorder
3:00 PM – 3:15 PM	Break
3:15 PM – 5:00 PM	Erikson's Theory of Personality Development: Kohlberg's Theory of Moral Development and how it relates to abuse of Drugs

Two Hours of Homework Assigned for Day One

### Day Two

8:30 AM – 10:00 AM	MRT Personality Theory
10:00 AM – 10:15 AM	Break
10:15 AM – 12:00 PM	MRT Step 1 - Honesty & Group Processes
12:00 PM – 1:00 PM	Lunch Break
1:00 PM – 3:00 PM	MRT Step 2 -Trust & Group Processes
3:00 PM – 3:15 PM	Break
3:15 PM – 5:00 PM	MRT Step 3 - Client Acceptance

Two Hours of Homework Assigned for Day Two

### Day Three

8:30 AM – 10:00 AM	MRT Step 4 - Client Awareness
10:00 AM – 10:15 AM	Break
10:15 AM – 12:00 PM	MRT Step 5 - Healing Damaged Relationships
12:00 PM – 1:00 PM	Lunch Break
1:00 PM – 3:00 PM	MRT Step 6 - Formation of Positive Habits & Behavior
3:00 PM – 3:15 PM	Break
3:15 PM – 5:00 PM	MRT Step 7 - Choosing an Identity & Goal Setting

Two Hours of Homework Assigned for Day Three

### Day Four

8:30 AM – 10:00 AM	MRT Step 8 - Maintaining Identity Goals; MRT Step 9 - Commitment to Change
10:00 AM – 10:15 AM	Break
10:15 AM – 12:00 PM	MRT Step 10 - Maintaining Positive Changes; MRT Step 11 - Keeping Moral Commitments
12:00 PM – 12:30 PM	Lunch Break
12:30 PM – 3:00 PM	MRT Step 12 - Choosing Moral Goals; MRT Steps 13 - 16 - Your Inner Self: How to Implement MRT Questions and Answers: Awarding of Certificate of Completion



CORRECTIONAL COUNSELING, INC.  
PRESENTS CERTIFIED, EVIDENCE-BASED TRAINING

# MRT-Moral Reconciliation Therapy®

## Breaking the Chains of Trauma Training

### Daily Agenda, 1 Day, 6.5 Hour Training

\* 0.65 Continuing Education Units will be available from Louisiana State University at Shreveport.  
A separate form and fee are required for these CEU certificates.

Lecture, discussion, group work, and individual exercises comprise Trauma Training.

This training is only available to people who have already completed basic MRT or MRT for Domestic Violence Training.

#### Agenda:

8:30 AM – 9:00 AM	Definition of Trauma
9:00 AM – 9:30 AM	Types of Trauma
9:30 AM – 10:15 AM	Common Responses to Trauma
10:15 AM – 10:30 AM	Break
10:30 AM – 10:45 AM	Assessment Tools
10:45 AM – 12:00 PM	How to Use/Facilitate Breaking the Chains of Trauma Workbook: Session 1: Defining Trauma; Session 2: Trauma Covers Us in Chains
12:00 PM – 1:00 PM	Lunch
1:00 PM – 1:30 PM	Session 3: Acceptance and Seeing Reality-Recovery Process
1:30 PM – 2:00 PM	Session 4: Becoming Truly Aware and Mindful
2:00 PM – 2:15 PM	Break
2:15 PM – 2:45 PM	Session 5: Relationships- The Best Parts of Our World and the Most Difficult
2:45 PM – 3:15 PM	Session 6: Taking Charge- The Courage to be Free
3:15 PM – 3:45 PM	Session 7: The Future, Goals, and Becoming Who You Want to Be
3:45 PM – 4:15 PM	Session 8: Program Ending- Striving to Superiority VS. Just Surviving
4:15 PM – 4:30 PM	How to Begin the Group: Final Questions: Awarding of Certificate of Completion

Correctional Counseling, Inc. 2028 Exeter Road, Germantown, TN 38138  
Phone (901)360-1564 Fax (901)757-1995 [info@ccimrt.com](mailto:info@ccimrt.com) [www.ccimrt.com](http://www.ccimrt.com)

# Correctional Counseling, Inc.

## MRT Training & Services

### MRT FACILITATOR TRAINING

On-site training consists of four days of instruction (approximately 32 hours) to learn the MRT curriculum and the use of MRT with "treatment resistant" clients.

- Intensive training that uses lectures, discussions, and experiential exercises to explore the dynamics and basic personality traits of clients
- Presentation of the outcome research on MRT effectiveness
- Demonstration and explanation of the MRT method (primary characteristics, evolution, and application) as a cognitive-behavioral treatment

Up to four hours of additional "homework" further prepares trainees to facilitate MRT group counseling. During the training, each facilitator receives a copy of the following:

- The MRT workbook
- MRT Facilitators Handbook (contains information on the group process, specific objective criteria, and guidelines for all exercises and tasks in MRT, as well as specific "how to" instructions)
- Understanding and Treating Antisocial Personality Disorder
- Reprints of 10 journal articles on outcome data on MRT programs
- Effective Counseling Approaches (contains a description of cognitive behavioral approaches, cognitive restructuring, and cognitive skills programs)
- 1 CD with two exercises: 5-Minute Stress Manager and Imaginary Future (used to train facilitators how to get clients to set appropriate long-term goals)

All participants receive a certificate of attendance/completion. 3.2 Continuing education units are available from Louisiana State University at Shreveport. [Download the agenda here.](#)

Interested in hosting a Basic MRT training at your agency? [Download the Cost Proposal here](#)

### **One-Day Breaking the Chains of Trauma Training:**

This workshop enhances the skills of MRT-certified facilitators.

The trauma-focused MRT training is an optional one-day, 6.5-hour intensive lecture, discussion, and hands-on workshop to explore the dynamics of trauma.

The key issues identified by SAMHSA's Trauma-Informed Treatment Protocol are explained, and assessment instruments are identified. During this training, each person receives a copy of:

- Breaking the Chains of Trauma Workbook – Male Version
- Breaking the Chains of Trauma Workbook – Female Version
- Breaking the Chains of Trauma Program Journal
- Breaking the Chains of Trauma Facilitator's Guide

All participants receive a certificate of attendance/completion. .65 Continuing education units are available from Louisiana State University at Shreveport. [Download the agenda here.](#)

Interested in hosting a 1-Day Trauma Training at your agency? [Download the cost proposal here.](#)

## State of New Hampshire Interagency Memorandum of Understanding

Whereas, the New Hampshire Department of Justice is a duly constituted agency of the State of New Hampshire;

Whereas, the New Hampshire Department of Corrections is a duly constituted agency of the State of New Hampshire;

Whereas, the NH Department of Justice is responsible for providing funding through a subgrant to the New Hampshire Department of Corrections as herein described in Application #2019RSA01;

Whereas, the New Hampshire Department of Justice desires to enter into a subgrant with the New Hampshire Department of Corrections for a term from Governor and Council approval October 1, 2019 through September 30, 2021 in an amount not to exceed \$33,630;

Whereas, the New Hampshire Department of Corrections is responsible for adhering to all conditions as set forth in their Application #2019RSA01, federal financial rules and all applicable state rules and regulations of procurement;

Whereas, the New Hampshire Department of Corrections desires to fund the Moral Reconation Therapy (MRT) program with the Residential Substance Abuse Treatment (RSAT) Grant.

NOW THEREFORE, the parties enter into this Memorandum of Understanding to their mutual benefit, the benefit of the State and in furtherance of constitutional or statutory authority and objectives.

1. The New Hampshire Department of Justice agrees to pay the New Hampshire Department of Corrections the amount of \$33,630.00 for the services described in the attached MOU Exhibit A, which is hereby incorporated by reference. Payment shall be provided from 02-20-20-201510-4475-072-500576, Job #20RSA18A.
2. The New Hampshire Department of Corrections agrees to perform the services described in the attached MOU Exhibit A which is hereby incorporated by reference.
3. The method of payment and payment amount for the above-referenced services, if any is required, is described in the attached MOU Exhibit B, such exhibit being hereby incorporated by reference.
4. All obligations hereunder are contingent upon project performance, the availability or continued appropriation of funds and the continued availability of federal funding. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.



5. The Memorandum of Understanding is effective until September 30, 2021.
6. This Memorandum of Understanding may be amended by an instrument in writing signed by both parties. Either party may terminate this agreement by providing written notice to the other party at least 30 days prior to termination.
7. The parties agree that the obligations, agreements and promises made under this Memorandum of Understanding are not intended to be legally binding on the parties and are not legally enforceable.
8. Disputes arising under this Memorandum of Understanding, which cannot be resolved between the agencies, shall be referred to the Department of Justice, Civil Bureau, for review and resolution.
9. This agreement shall be construed in accordance with the laws of the State of New Hampshire.
10. The parties hereto do not intend to benefit any third parties and this Memorandum of Understanding shall not be construed to confer any such benefit.
11. In the event any of the provisions of this Memorandum of Understanding are held to be contrary to any state or federal law, the remaining provisions of this Memorandum of Understanding will remain in full force and effect.
12. This Memorandum of Understanding, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Memorandum of Understanding and understandings between the parties, and supersedes all prior Memoranda of Understanding and understandings related hereto.
13. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.

14. *NH Department of Justice:*

Kathleen Carr  
Kathleen Carr, Director of Administration

Date: 8/29/19

Date: 8/1/19

*by the Attorney General (Form, Substance and Execution)*

Date: 9/6/2019

**EXHIBIT A**

**-SCOPE OF SERVICES-**

1. The New Hampshire Department of Corrections as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for the Moral Reconciliation Therapy program in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under state solicitation 20RSA18A Residential Substance Abuse Treatment (RSAT) grant.
2. The Subrecipient shall be reimbursed by the NHDOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15<sup>th</sup> or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:  
NH Department of Justice  
Grants Management Unit  
33 Capitol Street  
Concord, NH 03301  
603-271-8091 or [Travis.Teeboom@doj.nh.gov](mailto:Travis.Teeboom@doj.nh.gov).

Subrecipient Initials

Date

(BT)  
8/1/19

**EXHIBIT B**

**-SCHEDULE/TERMS OF PAYMENT-**

1. The Subrecipient NH Department of Corrections shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account, receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in the State MOU.

3a. The Subrecipient shall be awarded an amount not to exceed \$33,630 of the total Grant Limitation from 10/1/2019 through 9/30/2021, with approved expenditure reports. This shall be contingent on available federal funding and program performance.

Subrecipient Initials

Date

SP  
8/1/19

**EXHIBIT C**

**-SPECIAL PROVISIONS-**

1. The Subrecipient at any tier shall be compliant at all times with the terms, conditions and specifications detailed in the RSAT Federal Grant Program Rules and Special Conditions as Appendix 1 which is subject to annual review.

Subrecipient Initials BJ

Date 8/1/19

## Non-supplanting Certification

### Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the applicant or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds. See the OJP Financial Guide (Part II, Chapter 3). <http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm>.

### Supplanting and job retention

A grantee may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one of the following forms: an official memorandum, official minutes of a county or municipal board meeting or any documentation, that is usual and customarily produced when making determinations about employment. The documentation must describe the terminated positions and that the termination is because of lack of the availability of State or local funds.

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The New Hampshire Department of Corrections (Applicant) certifies that any funds awarded through grant number 2019RSA01 shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

The NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS (Applicant) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title: BENJAMIN R. JEAN, ASST. Commissioner

Signature: 

Date: 8/1/19

**RESIDENTIAL SUBSTANCE ABUSE TREATMENT PROGRAM**  
**GUIDELINES AND CONDITIONS**

Federal Grant # 2018-J7-BX-0053

I, the below-named individual, on behalf of the below-named agency (hereinafter referred to as "subgrantee" and "subrecipient"), am legally authorized to submit and accept grants on behalf of the applicant agency, and hereby certify that the grant program outlined in this application package, if funded by Residential Substance Abuse Treatment Program grant funds, will adhere to the following guidelines and conditions:

**1. Requirements of the award; remedies for non-compliance or for materially false statements.**

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the subrecipient that relates to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements, whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") or the New Hampshire Dept. of Justice ("NHDOJ") taking appropriate action with respect to the recipient and the award. Among other things, the OJP and or the NHDOJ may withhold award funds, disallow costs, or suspend or terminate the award.

The Department of Justice ("DOJ"), including OJP, and the NHDOJ also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

**2. Applicability of Part 200 Uniform Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this

Initials   
Date 

FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that a subrecipient at any tier must retain, typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies and to which the subrecipient at any tier must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the subrecipient is to contact the NHDOJ promptly for clarification.

### **3. Compliance with DOJ Grants Financial Guide**

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

### **4. Reclassification of various statutory provisions to a new Title 34 of the United States Code.**

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

STATE OF NEW HAMPSHIRE DEPARTMENT OF JUSTICE GRANT AWARD		
Recipient Name: NHDOC		Vendor No.: 177896 B001
Program Name: Residential Substance Abuse Treatment		Amount: \$ 33,630.00
Grant Start Date: 10/1/19	State Grant Number: 2019RSA01	
Grant End Date: 9/30/21	Recipient DUNS #: 877985119	
Acct. No.: 02-20-20-201510-4475-072		PO Number:
Head of Agency	Project Director	Fiscal Officer
Helen Hanks Commissioner 105 Pleasant St, 4th floor Concord, NH 03301 603-271-5603	Nicholas Duffy Deputy Dir of Community Corr 105 Pleasant St Concord, NH 03301 603-271-0078	Robin Maddaus Director of Administration 105 Pleasant St, PO Box 1806 Concord, NH 03302 603-271-5610
Federal Grant Name:		
Federal Agency: United States Department of Justice		
Bureau/Office: Office of Justice Programs		
CFDA Number:		
Federal Grant Number: 2018-J2-BX-0053		
Federal Award Amount: \$149,468.00 Fed. Award Date: 9/25/2018		
Federal Start: 10/1/2017 Federal End: 9/30/2021		
Purpose of Grant: (Non R&D)		
Program Requirements: Adherence to Program Conditions and Guidelines.		
Match Requirements: Match must be spent on program allowable activities.		
Program Income Requirements: Program Income must be reported and spent on program allowable activities.		
Reporting Requirements: Monthly or quarterly Financial reports. Required Performance reports and audit. Adherence to Program Conditions and Guidelines. Completion of Monitoring forms and processes.		
Approval	Recipient Agency	NH Department of Justice
Name	Helen Hanks	Kathleen Carr
Title	Commissioner	Director of Administration
Date		