



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

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

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

Helen E. Hanks  
Commissioner

Robin H. Maddaus  
Director

May 19, 2021

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

**REQUESTED ACTION**

Authorize the New Hampshire Department of Corrections (NHDOC) to amend an existing contract, Contract # 100956, with MHM Correctional Services, Inc. (VC# 170892), 1593 Spring Hill Road, Suite 610, Vienna, VA 22182, for the provision of Outpatient and Inpatient Psychiatric Services by exercising a contract renewal option by increasing the price limitation by \$6,383,041.00 from \$22,705,782.00 to \$29,088,823.00 and extending the completion date from June 30, 2021 to June 30, 2022, effective upon Governor and Executive Council approval. The original contract was approved by the Governor and Executive Council on June 7, 2017, Item #76. 100% General Funds

Funds are anticipated to be available in the following account, *Mental Health*: 02-46-46-465010-8231-101-500730 for Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget.

Original Contract, MHM Correctional Services, Inc.				
Account	Description	FY 18-21	FY 22	Total
02-46-46-465010-8231-101-500730	Psychiatric Services	22,705,782.00	-	22,705,782.00
Amendment # 1				
Account	Description	FY 18-21	FY 22	Total
02-46-46-465010-8231-101-500730	Psychiatric Services	-	6,383,041.00	6,383,041.00
<b>Total Contract Amount</b>		<b>22,705,782.00</b>	<b>6,383,041.00</b>	<b>\$ 29,088,823.00</b>

**EXPLANATION**

This contract is for the provision of behavioral health treatment for persons under Departmental custody in all settings managed and operated by the NH Department of Corrections including the inpatient setting of the Secure Psychiatric Unit. It provides behavioral health services for the residents at for all levels of classification - C1 (work release security custody level) to C5 (maximum security custody level).

This contract provides on-call psychiatric services, general population behavioral health program services psychiatric and specialized clinical services, behavioral health training facilitation, court appointed forensic evaluation services, behavioral analyst services for complex cases, not guilty by reason of insanity (NGRI) clinical coordination services and a quality improvement (QI) program.

In addition to extending the completion date for one (1) additional year, this contract will modify the current staffing matrix to decrease a (.5) FTE Staff Psychiatrist, increase a (.8) FTE Psychiatric Nurse Practitioner and add (2) FTE Licensed Alcohol Drug Counselors (LADC), to better serve the Department's needs. The modification to the Staff Psychiatrist and the Psychiatric Nurse Practitioner positions shall maintain budget neutral for the duration of the contract term while the cost of the two (2) additional LADC positions will increase the contract by \$207,879.00.

In detail the contract provides for:

- Inpatient forensic psychiatric treatment for patients residing at the SPU who are civilly committed or admitted under all applicable state statutes including the sexually violent predator law, NGRI laws, individuals who are too dangerous to reside at the New Hampshire Hospital who require transfer to a more secure setting and for male residents housed in the RTU with mental health illnesses that have not been successful in general population housing settings.
- On-call psychiatric coverage for all sites to assess emergent needs of individuals as reported by the NHDOC medical staff or correctional staff in the absence of on-site behavioral health professionals.
- General population behavioral health for male residents that provides evidenced-based behavioral health treatment to provide diagnostics, psychiatric care, psychological evaluation, psychosocial assessments, treatment planning and individual and group therapies in synchronicity with non-vendor clinical staff.
- Behavioral health training facilitation provides additional training in the daily interaction with mentally ill residents and suicide prevention with priority for those correctional officers assigned to the Secure Housing Unit (SHU) pursuant to the Holliday Court Order.
- Behavioral health services for female residents to include evidence-based practices, psychiatric services, specified services for women residing on our modified therapeutic community referred to as a wellness block and integrated behavioral health services focusing on treatment conditions that are increasingly prevalent to incarcerated women such as trauma, substance abuse, and post-traumatic stress disorders.
- Court ordered forensic evaluations and testimony, regarding the content of the evaluation, and liaison services to the courts, attorneys and county facilities.
- Behavior analyst services to assist in complex psychiatric cases to enhance treatment planning and create a plan for behavioral change in patients with extreme self-injurious behaviors.
- NGRI clinical coordination services to monitor and document on civilly committed clients within the State of New Hampshire's mental health system in order to ensure community safety and compliance to the law.
- Quality improvement program that provides monitoring services regarding the Department's compliance with the Holliday Court Order and Laaman Decree with best practices consistent to appropriate accrediting agencies.

The totality of the services provided under this contract maintains the Department's Holliday Court compliance, Laaman Decree standards and provides constitutionally required comprehensive access to behavioral health services for those under Departmental care with mental health disorders.

Respectfully Submitted,

  
Helen E. Hanks  
Commissioner



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF MEDICAL & FORENSIC  
SERVICES

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Helen E. Hanks  
Commissioner

Paula L. Mattis  
Director

AMENDMENT AGREEMENT #1

This amendment is between the State of New Hampshire, acting by and through the STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS ("State" or "Department"), and MHM CORRECTIONAL SERVICES, LLC ("Contractor"), a Delaware Limited Liability Company with a place of business at 1593 Spring Hill Rd, Suite 610, Vienna, VA, 22182.

WHEREAS, pursuant to a Contract ("Agreement 2017-76") approved by the Governor and Executive Council on June 7, 2017, Item #76 with an effective date of July 1, 2017, the Contractor agreed to perform Outpatient and Inpatient Psychiatric Services based upon the terms and conditions specified in the original Agreement as amended and in consideration of certain sums specified; and

WHEREAS, the State and Contractor have agreed to make changes to the contractor name, completion date, price limitation and service provisions of the Agreement; and

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

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

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

To amend as follows:

1. Form P-37, General Provisions, Block 1.3, Contractor Name, to read: "MHM Correctional Services, LLC";
2. Form P-37, General Provisions, Block 1.7, Completion Date, to read: "June 30, 2022";
3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: "\$29,088,823.00" a total increase of \$6,383,041.00;
4. Scope of Services, Exhibit A, Section 2., Page 21 of 44, Terms of Contract, to read:

"Amendment #1 exercises the option to renew for one (1) additional period of up to one (1) year and shall become effective on July 1, 2021 for the period of July 1, 2021 through June 30, 2022 with the approval of the Commissioner of the NH Department of Corrections (NHDOC) and upon Governor and Executive Council (G&C) approval."

5. Scope of Services, Exhibit A, Section 3., Location of Services, Page 21 of 44, NH Correctional Facility for Women – (NHCF-W) address to read: “42 Perimeter Road, Concord, NH 03301”;
6. Scope of Services, Exhibit A, Section 4., Current Inmate/Patient/non-Adjudicated Resident Population as of 3/23/2017, Page 22 of 44, to read: “Current Inmate/Patient/non-Adjudicated Resident Population” and chart, below:

<b>NH Department of Corrections Current Population</b>		
Northern NH Correctional Facility (NCF)	Berlin, NH 03570	471
NH State Prison for Men – (NHSP- M)	Concord, NH 03301	1242
Secure Psychiatric Unit (SPU) / Residential Treatment Unit (RTU)	Concord, NH 03301	60
NH Correctional Facility for Women – (NHCF-W)	Concord, NH 03301	136
Community Corrections – (CC)	Concord, Manchester	157
<b>Current Inmate/Patient/non-Adjudicated Resident Population:</b>		<b>2066</b>

7. Scope of Services, Exhibit A, Section 5., Treatment Service Sections, Page 22 of 44, Current Population, NH Correctional Facility for Women – (NHCF-W) city address to read: “Concord”;
8. Scope of Services, Exhibit A, Section 5., Treatment Service Sections, Page 23 of 44, NHDOC Required Staff by Position, Site and FTE’s chart to read:

<b>Required Staffing by Position</b>	<b>Service Area/Facility</b>	<b>Quantity by FTE</b>
Chief Psychiatric Medical Director	All Sites	1
Chief Forensic Evaluator	SPU/HQ	1
Psychiatric Nurse Practitioner	NHCF-W	1
Staff Psychiatrist	SPU/RTU	1
Staff Psychiatrist	NHSP-M/CC	2
Psychiatric Nurse Practitioner	NCF	1
Psychiatric Nurse Practitioner	NHSP-M	1.8
Psychiatric Nurse Practitioner	SPU/RTU	2
Mental Health Clinician	NHSP-M	1
Mental Health Clinician	NHCF-W	2
Mental Health Clinician	NCF	1
Mental Health Clinician	CC	1
Staff Psychologist	All Sites	0.2
Forensic Evaluators (FE) – Psychologists	SPU/HQ	4.0
Forensic Office Manager/Data Analysis – FE	SPU/HQ	1
Records Clerk	NHCF-W/FE	1.5
Licensed Alcohol and Drug Counselors	NHSP-M, NHSP-W	2
Behavior Analyst	All Sites	1
Quality Improvement Personnel/Trainer	HQ/All Sites	1
NGRI Clinical Coordinator	HQ	1
Administrative Assistant	HQ	1
Program Manager (PM)	HQ	1
<b>Total Required Staffing by Position, Site and FTE</b>		<b>*29.5</b>

*Note: \*FTE = 40 hours a week with a preference for 1 person to 1 FTE position*

9. Estimated Budget/Method of Payment, Exhibit B-1, Section 2, Estimated Staff Budget, Proposal for Treatment Section: ALL, Position(s) and chart, Page 36 of 44, to read: "Psychiatric Nurse Practitioner (5.80), Staff Psychiatrist (3.00); Mental Health Clinician (5.00), Records Clerk (1.50), Forensic Evaluators – Psychologists (4.00), Forensic Office Manager/Data Analysis (1.00), Chief Forensic Evaluator (1.00), Chief Psychiatric Medical Director (1.00), Staff Psychologist (0.20), Behavior Analyst (1.00), Quality Improvement/Trainer (1.00), NGRI Clinical Coordinator (1.00), Administrative Assistant (1.00), Program Manager (1.00), Licensed Alcohol and Drug Counselors (2.00)

**Quantity of each Position Proposed: Total Positions: 29.50**"

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	186,737	192,611	199,254	206,187	211,070	220,967	1,216,826
Compensation:							
*Salaries ( ___% represents how much of a merit increase)	3,928,702	4,046,563	4,167,960	4,292,999	4,557,010	4,554,443	25,547,677
*Benefits ( <u>17</u> %)	650,668	692,154	737,057	785,693	869,525	894,779	4,629,876
Total Compensation	4,579,370	4,738,718	4,905,018	5,078,692	5,426,535	5,449,222	30,177,553
Other Direct Expenses:							
Professional Development	30,410	31,019	31,639	32,272	36,244	33,575	195,159
Travel (mileage, lodging, and meals)	69,297	70,683	72,097	73,539	80,832	76,510	442,957
Program Support	81,710	83,350	85,022	86,728	97,783	90,243	524,835
Recruitment	24,382	11,951	12,190	12,434	16,009	12,936	89,902
Equipment	2,095	2,137	2,180	2,224	3,100	2,314	14,050
*COLA ( <u>2</u> %)							
*Indirect Costs ( <u>10</u> %)	478,726	493,786	510,815	528,589	566,073	566,480	3,144,469
Total Expenses	5,265,991	5,431,643	5,618,960	5,814,476	6,226,575	6,231,279	34,587,925

\* utilize footnotes as appropriate to detail percentages by year

10. Estimated Budget/Method of Payment, Exhibit B-2, Section 2, Estimated Staff Budget, Position(s): Staff Psychiatrist to read: "**Quantity of each Position Proposed: 3.0 FTE**";
11. Estimated Budget/Method of Payment, Exhibit B-2, Section 2, Estimated Staff Budget, Position(s): Psychiatric Nurse Practitioner to read: "**Quantity of each Position Proposed: 5.80 FTE**";

12. Insert Estimated Budget/Method of Payment, Exhibit B-2, Section 2, Estimated Staff Budget, "Position(s): Licensed Alcohol and Drug Counselors", "Quantity of each Position Proposed: 2.0 FTE" and chart, below, after "Position(s): Program Manager", "Quantity of each Position Proposed: 1.0 FTE" and chart.

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>					103,940		103,940
<b>Compensation:</b>							
*Salaries ( ___%) represents how much of a merit increase)					135,221		135,221
*Benefits ( _23_ %)					31,117		31,117
Total Compensation					166,338		166,338
<b>Other Direct Expenses:</b>							
Professional Development					3,327		3,327
Travel (mileage, lodging, and meals)					5,821		5,821
Program Support					9,315		9,315
Recruitment					3,327		3,327
Equipment					832		832
*COLA ( ___%)							
*Indirect Costs (10 ___%)					18,919		18,919
Total Expenses					207,879		207,879

\* utilize footnotes as appropriate to detail percentages by year

13. Estimated Budget/Method of Payment, Exhibit B-3, Section 3., Estimated Budget, Treatment Service Sections, Page 37 of 44, NH Correctional Facility for Women – (NHCF-W) city to read: "Concord";

14. Estimated Budget/Method of Payment, Exhibit B-3, Paragraph 3.3, Possible Extension Period Yearly Costs:, Page 37 of 44, to read: "Possible Extension Period Yearly Costs:

3.3.1. Year 1: Estimated Total Cost, Year 1: \$ 6,226,565

3.3.2. Year 2: Estimated Total Cost, Year 2: \$ 6,231,279

3.3.3. Estimated Extension Contract Period Total Cost: \$ 12,457,854"

15. Estimated Budget/Method of Payment, Exhibit B-1, Section 2, Estimated Staff Budget, Proposal for Treatment Section: General Outpatient Behavior Program, Quantity of each Position Proposed: Total Positions: 18.00 and chart, Page 36 of 44, to read: "Chief Psychiatric Medical Director (1.00), Psychiatric Nurse Practitioner (3.80), Staff Psychiatrist (2.00); Mental Health Clinician (5.00), Staff Psychologist (0.20), Records Clerk (1.00), NGRI Clinical Coordinator (1.00), Administrative Assistant (1.00), Program Manager (1.00), Licensed Alcohol and Drug Counselors (2.00)

**Quantity of each Position Proposed: Total Positions: 18.00"**

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	177,656	183,206	189,509	196,087	199,848	210,085	1,156,391
<b>Compensation:</b>							
*Salaries ( ____% represents how much of a merit increase)	2,211,132	2,277,466	2,345,790	2,416,164	2,623,869	2,563,308	14,437,728
*Benefits ( <u>16</u> %)	362,897	386,002	411,009	438,097	498,574	498,506	2,595,085
Total Compensation	2,574,029	2,663,467	2,756,799	2,854,260	3,122,443	3,061,813	17,032,813
<b>Other Direct Expenses:</b>							
Professional Development	18,009	18,369	18,737	19,111	22,820	19,883	116,929
Travel (mileage, lodging, and meals)	41,038	41,858	42,696	43,550	50,243	45,309	264,694
Program Support	48,389	49,360	50,350	51,360	61,705	53,441	314,605
Recruitment	14,439	7,077	7,219	7,363	10,837	7,661	54,596
Equipment	1,241	1,266	1,291	1,317	2,175	1,370	8,660
*COLA ( <u>2</u> %)							
*Indirect Costs ( <u>10</u> %)	269,714	278,140	287,709	297,696	327,045	318,948	1,779,252
Total Expenses	2,966,858	3,059,537	3,164,800	3,274,657	3,597,268	3,508,426	19,571,549

\* utilize footnotes as appropriate to detail percentages by year

16. Estimated Budget/Method of Payment, Exhibit B-2, Section 2, Estimated Staff Budget, Psychiatric Nurse Practitioner to read: "**Quantity of each Position Proposed: 3.80 FTE**";
17. Estimated Budget/Method of Payment, Exhibit B-2, Section 2, Estimated Staff Budget, Position(s) Staff Psychiatrist and chart, to read: "**Quantity of each Position Proposed: 2.0 FTE**";

18. Insert Estimated Budget/Method of Payment, Exhibit B-2, Section 2, "Position(s) Licensed Alcohol and Drug Counselors", "**Quantity of each Position Proposed: 2.0 FTE**" and chart, below, after "Position(s) Program Manager", "**Quantity of each Position Proposed: 1.0 FTE**" and chart.

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>					103,940		103,940
<b>Compensation:</b>							
*Salaries ( ___%) represents how much of a merit increase)					13,5221		13,5221
*Benefits ( _23_ %)					31,117		31,117
Total Compensation					166,338		166,338
<b>Other Direct Expenses:</b>							
Professional Development					3,327		3,327
Travel (mileage, lodging, and meals)					5,821		5,821
Program Support					9,315		9,315
Recruitment					3,327		3,327
Equipment					832		832
*COLA ( ___%)							
*Indirect Costs ( _10_ %)					18,919		18,919
Total Expenses					207,879		207,879

\* utilize footnotes as appropriate to detail percentages by year

19. Estimated Budget/Method of Payment, Exhibit B-3, Section 3., Estimated Budget: Treatment Service Sections, Page 37 of 44, NH Correctional Facility for Women – (NHCF-W) city to read: "Concord";
20. Estimated Budget/Method of Payment, Exhibit B-3, Paragraph 3.3, Possible Extension Period Yearly Costs:, Page 37 of 44, to read: "**Possible Extension Period Yearly Costs:**



3.3.1. **Year 1:** Estimated Total Cost, Year 1: \$ 3,597,269

3.3.2. **Year 2:** Estimated Total Cost, Year 2: \$ 3,508,426

3.3.3. **Estimated Extension Contract Period Total Cost: \$ 7,105,695**

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

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

SIGNATURE PAGE TO AMENDMENT AGREEMENT #1 TO: Outpatient and Inpatient Psychiatric Services 2017-76 ("Agreement").

STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

By: [Signature]  
Name: Helen E. Hanks  
Title: Commissioner  
Date: 5/19/2021

MHM CORRECTIONAL SERVICES, LLC

By: [Signature]  
Name: Steven H. Wheeler  
Title: President and Chief Executive Officer  
Date: 5/4/2021

STATE OF Virginia

COUNTY OF Fairfax

On this 4th day of May 20 21, before me, Steven H. Wheeler the undersigned officer, personally appeared President and CEO, known to me (or satisfactorily proven) to be the person whose name is signed above and acknowledged that he/she executed this document in the capacity indicated above.

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

[Signature]  
Notary Public/Justice of the Peace



My Commission Expires: 2/28/2025

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

5/20/2021  
Date

Approved by the N.H. Governor and Executive Council

\_\_\_\_\_ Date

# State of New Hampshire

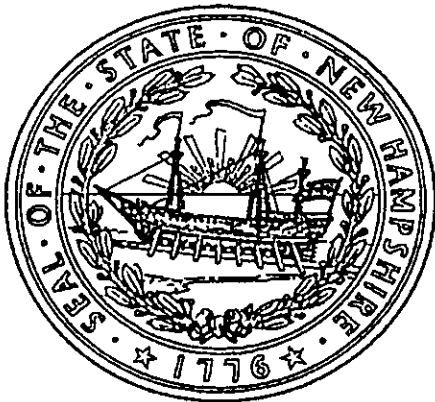
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MHM CORRECTIONAL SERVICES, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on April 12, 2007. 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: 575875

Certificate Number : 0005367174



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 13th day of May A.D. 2021.

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

William M. Gardner  
Secretary of State



**State of New Hampshire**  
**Department of State**  
**2021 ANNUAL REPORT**

Filed
Date Filed: 3/31/2021
Effective Date: 3/31/2021
Business ID: 575875
William M. Gardner Secretary of State

<b>BUSINESS NAME:</b> MIIM CORRECTIONAL SERVICES, LLC
<b>BUSINESS TYPE:</b> Foreign Limited Liability Company
<b>BUSINESS ID:</b> 575875
<b>STATE OF FORMATION:</b> Delaware

<b>CURRENT PRINCIPAL OFFICE ADDRESS</b>	<b>CURRENT MAILING ADDRESS</b>
1593 Spring Hill Rd, Ste 610 Vienna, VA, 22182, USA	7700 Forsyth Blvd Saint Louis, MO, 63105, USA

<b>REGISTERED AGENT AND OFFICE</b>
<b>REGISTERED AGENT:</b> C T Corporation System (1108)
<b>REGISTERED AGENT OFFICE ADDRESS:</b> 2 1/2 Beacon Street Concord, NH, 03301 - 4447, USA

<b>PRINCIPAL PURPOSE(S)</b>	
<b>NAICS CODE</b>	<b>NAICS SUB CODE</b>
OTHER / To provide mental health services to prison inmates.	

<b>MANAGER / MEMBER INFORMATION</b>		
NAME	BUSINESS ADDRESS	TITLE
John Campbell	1593 Spring Hill Rd, Ste 610, Vienna, VA, 22182, USA	Manager
Steven Wheeler	1593 Spring Hill Rd, Ste 610, Vienna, VA, 22182, USA	Manager
Jesse Hunter	7700 Forsyth Blvd, Saint Louis, MO, 63105, USA	Manager
Keith Lueking	7700 Forsyth Blvd, Saint Louis, MO, 63105, USA	Manager

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.
Title: <u>Authorized Signer</u>
Signature: <u>Tricia Dinkelman</u>
Name of Signer: <u>Tricia Dinkelman</u>

Certificate of Authority # 1

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

**Corporate Resolution**

I, Keith Lueking, hereby certify that I am duly elected Secretary of  
(Name)

MHM Correctional Services, LLC I hereby certify the following is a true copy of a  
(Name of Corporation or LLC)

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

7, 2008 at which a quorum of the Directors/shareholders were present and voting.  
(Day) (Year)

**VOTED:** That Steven H. Wheeler, President & Chief Executive Officer is duly authorized to  
(Name and Title)

enter into contracts or agreements on behalf of MHM Correctional Services, LLC with  
(Name of Corporation or LLC)

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: May 4, 2021 ATTEST: Keith Lueking  
(Name and Title)  
Keith Lueking, Secretary and Chief Operating Officer



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
05/05/2021

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

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

<b>PRODUCER</b> Aon Risk Services Central, Inc. St. Louis MO Office 4220 Duncan Avenue Suite 401 St Louis MO 63110 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> MHM Correctional Services, LLC 1593 Spring Hill Rd, Suite 610 Vienna VA 22182 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Zurich American Ins Co		16535
	<b>INSURER B:</b> American Zurich Ins Co		40142
	<b>INSURER C:</b> Columbia Casualty Company		31127
	<b>INSURER D:</b> Scottsdale Ins Company		41297
	<b>INSURER E:</b> <b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 570087211878      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HAZ40323671351 SIR applies per policy terms & conditions	11/01/2020	11/01/2021	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY Included GENERAL AGGREGATE \$9,000,000 PRODUCTS - COMPPOP AGG Included
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 0149057 02	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$50,000			HPS0000218	11/01/2020	11/01/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC115538202	06/01/2020	06/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
c	Misc Med Prof			HAZ40323671351 Claims Made SIR applies per policy terms & conditions	11/01/2020	11/01/2021	Each Claim \$3,000,000 SIR \$250,000 Aggregate \$9,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 NH Department of Corrections is included as Additional Insured with respect to the General Liability policy in accordance with the policy provisions.

<b>CERTIFICATE HOLDER</b>  NH Department of Corrections Attn: Jennifer Lind PO Box 1806 Concord NH 03302-1806 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Services Central, Inc.</i>

Holder Identifier : MHM Correctional

Certificate No : 570087211878



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.

Steven H. Wheeler  
Name

  
Signature

5/4/2021  
Date

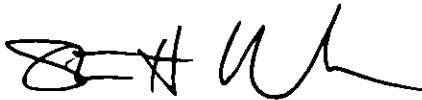


NH DEPARTMENT OF CORRECTIONS  
RULES OF CONDUCT FOR PERSONS PROVIDING CONTRACT SERVICES

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.

Steven H. Wheeler

\_\_\_\_\_  
Name



\_\_\_\_\_  
Signature

5/4/2021  
\_\_\_\_\_  
Date

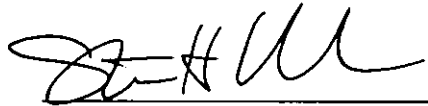
NH DEPARTMENT OF CORRECTIONS  
CONFIDENTIALITY OF INFORMATION AGREEMENT

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 persons under Departmental control of the NH Department of Corrections, or, anyone outside of the NH Department of Corrections' employ approaches any of the organization's employees or subcontractors and requests information, the staff/employees of the organization I represent will immediately contact their supervisor, notify the NH Department of Corrections, and file an incident report or statement report with the appropriate NH Department of Corrections representative.

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

Steven H. Wheeler  
Name

  
Signature

5/4/2001  
Date

**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.

NH Department of Corrections

State of New Hampshire Agency Name

  
Signature of Authorized Representative

Helen E. Hanks

Authorized DOC Representative Name

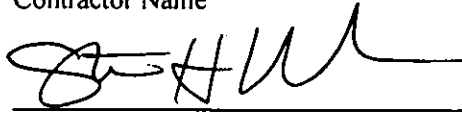
Commissioner

Authorized DOC Representative Title

5/19/2021  
Date

MHM Correctional Services, LLC

Contractor Name

  
Contractor Representative Signature

Steven H. Wheeler

Authorized Contractor Representative Name

President and Chief Executive Officer

Authorized Contractor Representative Title

5/14/2021  
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: 1-888-908-6609  
TDD Access: 1-800-735-2964  
www.nh.gov/nhdoc

**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:

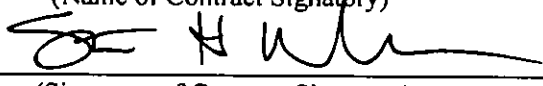
- Resident-on-resident sexual assault
- Resident-on-resident abusive sexual contact
- Staff sexual misconduct
- Staff sexual harassment, assault of a resident

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): Steven H. Wheeler Date: 5/4/2001  
(Name of Contract Signatory)  
Signature:   
(Signature of Contract Signatory)



66



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

William L. Wrenn  
Commissioner

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

Robin H. Maddaus  
Director

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

G & C

Pending \_\_\_\_\_

Approved JUNE 7, 2017

Item # #76

May 26, 2017

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

**REQUESTED ACTION**

Authorize the New Hampshire Department of Corrections to enter into a contract with MHM Correctional Services, Inc. (VC# 170892), 1593 Spring Hill Road, Suite 610, Vienna, VA 22182, in the amount of \$22,705,782.00, for the provision of Outpatient and Inpatient Psychiatric Services for the NH Department of Corrections, for the period beginning July 1, 2017 through June 30, 2021, effective upon Governor and Executive Council approval with the option to renew for one (1) additional period of up to two (2) year(s). 100% General Funds

Funding is available in account, *Mental Health*: 02-46-46-465010-8231-101-500730 as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified. Funding for SFY 2018 and SFY 2019 is contingent upon the availability and continued appropriation of funds.

MHM Correctional Services, Inc.				
Account	Description	SFY 18	SFY 19	Total
02-46-46-465010-8231-101-500730	Psychiatric Services	5,402,341.00	5,572,767	10,975,108.00
Account	Description	SFY 20	SFY 21	Total
02-46-46-465010-8231-101-500730	Psychiatric Services	5,765,023.00	5,965,651.00	11,730,674.00
<b>Total Contract Amount</b>		<b>11,167,364.00</b>	<b>11,538,418.00</b>	<b>\$ 22,705,782.00</b>

**EXPLANATION**

This contract is for the provision of behavioral health treatment for persons under Departmental custody in the inpatient settings of the Secure Psychiatric Unit and Residential Treatment unit. It also provides behavioral health services for persons under departmental custody at all other facilities for all levels of classification - C1 (work release security custody level) to C5 (maximum security custody level).

Clinical services provided under this contract are Inpatient Forensic Psychiatric Services for male and female residents in the Secure Psychiatric Unit and for male inmates in the Residential Treatment Unit. This contract also provides On-Call Psychiatric Services, General Population Behavioral Health Program Services, Behavioral Health Training Facilitation, Court Appointed Forensic Evaluation Services, Behavioral Analyst services for complex cases, Not Guilty by Reason of Insanity (NGRI) Clinical Coordination Services and a Quality Improvement (QI) Program.

In detail the contract provides for:

- Inpatient Forensic Psychiatric Services provides treatment for persons under departmental custody residing at the Secure Psychiatric Unit who are civilly committed or admitted under all applicable State Statutes including the Sexually Violent Predator law, Not Guilty by Reason of Insanity laws, individuals who are too dangerous to reside at the New Hampshire Hospital who require transfer to a more secure setting and for males under departmental custody residing in our Residential Treatment Unit with mental health illnesses that have not been successful in general population housing settings.
- On-Call psychiatric coverage for all sites to assess emergent needs of individuals as reported by the NH Department of Corrections medical staff or correctional staff in the absence of on-site behavioral health professionals.
- General Population Behavioral Health for males under departmental custody that provides evidenced-based behavioral health treatment to provide diagnostics, psychiatric care, psychological evaluation, psychosocial assessments, treatment planning and individual and group therapies in synchronicity with non-vendor clinical staff.
- Behavioral Health Training Facilitation provides additional training in the daily interaction with mentally ill inmates and suicide prevention with priority for those correctional officers assigned to the Secure Housing Unit (SHU) pursuant to the Holliday Court Order.
- Behavioral Health Services for females under departmental custody that provides services to include evidence-based practices, psychiatric services, specified services for a women residing on our modified therapeutic community referred to as a wellness block and integrated behavioral health services focusing on treatment conditions that are increasingly prevalent to incarcerated women such as trauma, substance abuse, and post-traumatic stress disorders.
- Court Ordered Forensic Evaluation Services that provide forensic evaluations and testimony, regarding the content of the evaluation, and liaison services to the Courts, Attorneys and County facilities.
- Behavior Analyst Services to assist in complex psychiatric cases to enhance treatment planning and create a plan for behavioral change in patients with extreme self-injurious behaviors.
- Not Guilty by Reason of Insanity Clinical Coordination Services to monitor and document on civilly committed clients within the State of New Hampshire's Mental Health System in order to ensure community safety and compliance to the law.
- Quality Improvement Program that provides monitoring services regarding the Departments compliance with the Holliday Court Order and Laaman Decree with best practices consistent to appropriate accrediting agencies.

The totality of the services provided under this contract maintains the Department's Holliday Court compliance and Laaman Decree standards as well as provides comprehensive access to behavioral health services for those under Departmental care with mental health disorders.

An RFP was posted on the New Hampshire Department of Corrections website: <http://www.nh.gov.nhdoc/business/rfp.html> for seven (7) consecutive weeks and notified seven (7) potential vendors of the RFP posting. As a result of the issuance of the RFP, two (2) potential vendors responded by submitting their proposal. In accordance to the Terms and Conditions of the RFP, the New Hampshire Department of Corrections awarded the contract to MHM Correctional Services, Inc., in the amount of \$22,705,782.00. This RFP was scored utilizing a consensus methodology by a four (4) person evaluation committee for the purposes of preserving the privacy of the evaluators. The evaluation committee consisted of New Hampshire Department of Corrections employees: Helen Hanks, MM, Assistant Commissioner, Heidi Guinen, MSW, LICSW, Deputy Director, Forensic Services, Joyce Leeka, RHIA, Medical Operations Administrator, Medical and Forensic Services and Jennifer Lind, Contract/Grant Administrator, Administration.

Respectfully Submitted,



William L. Wrenn  
Commissioner



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

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

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

William L. Wrenn  
Commissioner

Robin H. Maddaus  
Director

**RFP Bid Evaluation and Summary**  
**Outpatient and Inpatient Psychiatric Services**  
**NHDOC 17-09-GFMED**

Proposal Receipt and Review:

- Proposals will be reviewed to initially determine if minimum submission requirements have been met. The review will verify that the proposal was received before the date and time specified, with the correct number of copies, the presence of all required signatures, and that the proposal is sufficiently responsive to the needs outlined in the RFP to permit a complete evaluation. Failure to meet minimum submission requirements will result in the proposal being rejected and not included in the evaluation process.
- The Department will select a group of personnel to act as an evaluation team. Upon receipt, the proposal information will be disclosed to the evaluation committee members only. The proposal will not be publicly opened.
- The Department reserves the right to waive any irregularities, minor deficiencies and informalities that it considers not material to the proposal.
- The Department may cancel the procurement and make no award, if that is determined to be in the State's best interest.

Proposal Evaluation Criteria:

- Proposals will be evaluated based upon the proven ability of the respondents to satisfy the requirements of this request in the most cost-effective manner. Specific criteria are:
  - a. Total Estimated Cost – 35 points
  - b. Organizational Staffing Capability – 20 points
  - c. Quality Improvement & Performance Measures – 15 points
  - d. Demonstrated Experience and Sustainability of Current Functions – 20 points
  - e. Financial Stability – 5 points
  - f. Qualitative References – 5 points
- Awards will be made to the responsive Vendor(s) whose proposals are deemed to be the most advantageous to the State, taking into consideration all evaluation factors in section 33 of NHDOC 17-09-GFMED RFP.
  - a. The contract will be awarded to the Bidder submitting a response based on the demonstrated capabilities and skills in relation to the needs of the services identified in the RFP without reducing the current functions of the Department and as long as the Vendor's Total Estimated Cost, Organizational Staffing Capability, Quality Improvement & Performance Measures, Demonstrated Experience and Sustainability of Current Functions Financial Stability and Qualitative References are acceptable to the Department.

Evaluation Team Members:

- Helen Hanks, MM, Assistant Commissioner, NH Department of Corrections
- Heidi Guinen, MSW, LICSW, Deputy Director of Medical & Forensic Services, NH Department of Corrections
- Joyce Leeka, RHIA, Operations Administrator, Medical & Forensic Services, NH Department of Corrections
- Jennifer Lind, MBA, CMA, Contract/Grant Administrator, Administration, NH Department of Corrections

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



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 www.nhgov/hdoc

William L. Wrenn  
 Commissioner

Robin H. Maddaus  
 Director

**RFP Scoring Matrix**  
**Outpatient and Inpatient Psychiatric Services**  
**NHDOC 17-09-GFMED**

Respondents:

- MHM Correctional Services, Inc.  
 1593 Spring Hill Road, Suite 600, Vienna, VA 22182
- NaphCare, Inc.  
 2090 Columbia Road, Suite 4000, Birmingham, AL 35216

Scoring Matrix Criteria:

- Proposals were evaluated based on the proven ability of the respondents to satisfy the provisions set forth in the Scope of Services in the most technical and cost-effective manner.
  1. Total Estimated Cost – 35 points
  2. Organizational Staffing Capability – 20 points
  3. Quality Improvement & Performance Measures – 15 points
  4. Demonstrated Experience and Sustainability of Current Functions – 20 points
  5. Financial Stability – 5 points
  6. References – 5 points

<b>NHDOC 17-09-GFMED RFP Scoring Matrix</b>			
<i>Evaluation Criteria</i>	<i>RFP Weight Point Value</i>	<i>MHM Correctional Services, Inc.</i>	<i>NaphCare, Inc.</i>
Total Estimated Cost	35	35	31.8
Organizational Staffing Capability	20	18	8
Quality Improvement & Performance Measures	15	12	3
Demonstrated Experience and Sustainability of Current Functions	20	19	19
Financial Stability	5	5	5
References	5	5	5
<b>Total</b>	<b>100</b>	<b>94</b>	<b>71.8</b>

Contract Award:

- MHM Correctional Services, Inc.  
 1593 Spring Hill Road, Suite 600, Vienna, VA 22182

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William L. Wrenn  
Commissioner

Robin H. Maddaus  
Director

**RFP Evaluation Committee Member Qualifications**  
**Outpatient and Inpatient Psychiatric Services**  
**NHDOC 17-09-GFMED**

**Helen Hanks, MM, Assistant Commissioner, NH Department of Corrections:**

Mrs. Hanks has served as the Assistant Commissioner since October 1, 2014. She has experience in writing, reviewing and scoring bidder responses to proposals for a diverse set of service requests. Her position oversees the delivery of business information and technology across the Department as well as the healthcare and behavioral health services treatment. Prior to her appointment to Assistant Commissioner, she was the Director of the Medical & Forensic Services Division starting in 2011. Mrs. Hanks has made her career specific to the area of mental health and health care delivery since 1998 working with community mental health centers and Managed Behavioral Care organizations prior to her employment at the NH Department of Corrections. She has broad and specific knowledge of the correctional health system and behavioral health system, managing a specially trained correctional staff, the Laaman consent decree and Holliday Court Order, and the special needs of seriously mentally ill patients housed in the SPU, RTU and prison environments. Mrs. Hanks has a Bachelor of Science in Psychology from Plymouth State College with a Pre-Law minor and a Master of Management in Healthcare from Brandeis University.

**Heidi Guinen, MSW, LICSW, Deputy Director, Forensic Services:**

Mrs. Guinen has served as the Deputy Director of Forensic Services since February 2016. Mrs. Guinen's primary responsibility is to administer and supervise all Behavioral Health treatment and support services for the Director of Medical and Forensic Services. Prior to Mrs. Guinen's promotion to the Deputy Director position, she held the position of Administrator of Forensic Services for the Department and prior to employment with the NH Department of Corrections, Mrs. Guinen worked in community mental health for 12 years providing outpatient services in rural New Hampshire. Mrs. Guinen received her bachelor's degree from Springfield College and a Master's degree in Social Work from University of New England. She obtained her license in Social work in 2005. Her professional goals are to continue to create cohesive strengths based treatment interventions for this specialized population.

**Joyce Leeka, RHIA, Medical Operations Administrator, Medical & Forensic Services:**

Ms. Leeka is the Operations Administrator for the Medical and Forensic Services Division for the NH Department of Corrections. In this capacity Ms. Leeka is the subject matter expert for Health Information Management. This includes medical privacy (HIPAA), record management, Electronic Health Records and medical coding and billing to include the new ICD-10-CM system. Ms. Leeka is the Utilization Management Administrator for medical ancillary services and the Division's Contract Administrator. Ms. Leeka is a graduate of the University of Central Florida and has held positions of

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HIM Director, QI/UM Director and UM Coordinator in a variety of hospitals on both the east and west coasts. Ms. Leeka has also worked as a consultant in the areas of QI and long-term care. Ms. Leeka has past experience teaching ICD-9 coding, medical terminology to business office staff, DRG orientation to nursing staff and coordinated hospital-wide discharge planning activities.

**Jennifer Lind, MBA, CMA, Contract/Grant Administrator, Administration:**

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



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TDD Access: 1-800-735-2964

William L. Wrenn  
Commissioner

Robin Maddaus  
Director

Inpatient and Outpatient Psychiatric Services  
Bidders List  
NHDOC 17-09-GFMED

Armor Correctional Health Services, Inc.  
4960 S.W. 72<sup>nd</sup> Ave. Suite 400  
Miami, FL 33155  
305-662-8522  
[cwittenberg@armorcorrectional.com](mailto:cwittenberg@armorcorrectional.com)  
Carl Wittenberg, Director of Marketing and Business Development

Core Civic  
10 Burton Hills Boulevard  
Nashville, TN 37215  
615-263-3000  
[lucibeth.mayberry@cca.com](mailto:lucibeth.mayberry@cca.com) (615-263-3246)  
[steven.conry@cca.com](mailto:steven.conry@cca.com) (615-263-6611)  
[ben.shuster@cca.com](mailto:ben.shuster@cca.com) (615-226-2600)

Corizon, Inc. (Formerly CMS and PHS)  
103 Powell Court  
Brentwood, TN 37027  
800-729-0069  
[Martha.harbin@corizonhealth.com](mailto:Martha.harbin@corizonhealth.com)  
Martha Harbin, Director of External Relations

CorrectCare-Integrated Health, Inc.  
1218 South Broadway, Ste. 250  
Lexington, KY 40504  
859-225-7999  
[linda@correctcare.com](mailto:linda@correctcare.com)  
Linda Goins, President

Correct Care Solutions  
1283 Murfreesboro Road, Suite 500  
Nashville, TN 37217  
800-592-2974  
June Crawford, Marketing Director  
[jcrawford@correctcaresolutions.com](mailto:jcrawford@correctcaresolutions.com)

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

State of NH, Department of Corrections  
Division of Medical & Forensic Services

RFP 17-09-GFMED, closing date: 5/12/2017

**Correctional Medical Associates, Inc.**

1000 Circle 75 Parkway, SE, Ste. 060

Atlanta, GA 30339

404-760-0296

[fherring@correctionalmed.com](mailto:fherring@correctionalmed.com)

Felicia Herring, President

**Dartmouth-Hitchcock Medical Center**

One Medical Center Drive

Lebanon, NH 03766

Christine Spring, Director, Department of Psychiatry

603-650-6188

[Christine.f.spring@hitchcock.org](mailto:Christine.f.spring@hitchcock.org)

**Liberty Healthcare Corporation**

401 E. City Avenue

Suite 820

Bala Cynwyd, PA 19004

610-668-8800

[liberty@libertyhealth.com](mailto:liberty@libertyhealth.com)

**MHM Services, Inc.**

1593 Spring Hill Road, Suite 610

Vienna, VA 22182

703-749-4600 x4612

[swheeler@mhm-services.com](mailto:swheeler@mhm-services.com)

Steve Wheeler, President

**NaphCare, Inc.**

2090 Columbiana Road, Suite 4000

Birmingham, AL 35216

205-536-8435

[bhaywood@naphcare.com](mailto:bhaywood@naphcare.com)

Ms. Bradley Haywood, Director of Business Development

**PrimeCare Medical**

3940 Locust Lane

Harrisburg, PA 17109

800-245-7277

[info@primecaremedical.com](mailto:info@primecaremedical.com)

**QCHC (Quality Correctional Health Care)**

200 Narrows Parkway Suite A

Birmingham, AL 35242

205-437-1512

[Jeff.bates@qchcweb.net](mailto:Jeff.bates@qchcweb.net)

Jeff Bates, Development Sales & Purchasing

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



**The GEO Group-RFP Mailed, no contact information re phone or email.**  
One Park Place, Suite 700  
621 NW 53<sup>rd</sup> St.  
Boca Raton, FL 33487

**Wexford Health Sources, Inc.**  
425 Holiday Drive  
Foster Plaza Two  
Pittsburgh, PA 15220  
888-633-6468 #1  
[wpekich@wexfordhealth.com](mailto:wpekich@wexfordhealth.com)  
Wendolyn R. Pekich, MBA, CCHP, Director Marketing and Communication

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

*State of NH, Department of Corrections  
Division of Medical & Forensic Services*

*RFP 17-09-GFMED, closing date: 5/12/2017*

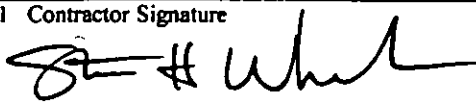
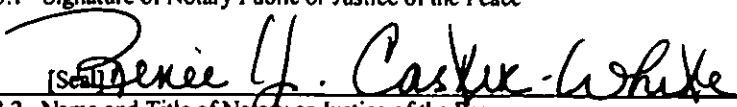
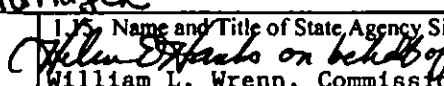


**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<p>1.1 State Agency Name <b>NH Department of Corrections</b></p>		<p>1.2 State Agency Address P.O. Box 1806, Concord, NH 03302 105 Pleasant Street, Concord, NH 03301</p>	
<p>1.3 Contractor Name <b>MHM Correctional Services, Inc.</b></p>		<p>1.4 Contractor Address 1593 Spring Hill Road, Suite 600 Vienna, Virginia 22182</p>	
<p>1.5 Contractor Phone Number 703-749-4600</p>	<p>1.6 Account Number 02-46-46-465010-8231- 101-500730</p>	<p>1.7 Completion Date <b>June 30, 2021</b></p>	<p>1.8 Price Limitation <b>\$22,705,782.00</b></p>
<p>1.9 Contracting Officer for State Agency <b>William L. Wrenn, Commissioner</b></p>		<p>1.10 State Agency Telephone Number <b>603-271-5603</b></p>	
<p>1.11 Contractor Signature </p>		<p>1.12 Name and Title of Contractor Signatory <b>Steven H. Wheeler, President &amp; Chief Operating Officer</b></p>	
<p>1.13 Acknowledgement: State of <u>Virginia</u>, County of <u>Fairfax</u> On <u>May 20th, 2017</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.</p>			
<p>1.13.1 Signature of Notary Public or Justice of the Peace </p>			
<p>1.13.2 Name and Title of Notary or Justice of the Peace <b>Renee Y. Carter-White Manager</b></p>			
<p>1.14 State Agency Signature Date: _____</p>		<p>1.15 Name and Title of State Agency Signatory  <b>William L. Wrenn, Commissioner</b></p>	
<p>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____</p>			
<p>1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <b>5/25/17</b></p>			
<p>1.18 Approval by the Governor and Executive Council (if applicable) By:  <b>DEPUTY SECRETARY OF STATE</b> <span style="float: right;"><b>JUN 07 2017</b></span></p>			

**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.

**SECTION D: Scope of Services, Exhibit A**

**1. Purpose:**

The Contractor shall provide Outpatient and Inpatient Psychiatric Services for the individuals under the Departmental custody and Inpatient Psychiatric Services patients housed in the Secure Psychiatric Unit of the New Hampshire Department of Corrections.

**2. Terms of Contract:**

A Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning July 1, 2017 or upon approval by the Governor and Executive Council (G&C) of the State of New Hampshire whichever is later through June 30, 2021, with an option to renew for an additional period of up to two (2) years, only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

**3. Location of Services:**

- 3.1. Northern NH Correctional Facility (NCF), Berlin, NH; Southern NH Correctional Facilities: NH State Prison for Men (NHSP-M), Secure Psychiatric Unit (SPU) & Residential Treatment Unit (RTU), Concord, NH, NH Correctional Facility for Women (NHCF-W), Goffstown, NH, Community Corrections Transitional Housing Units (THU): North End House, Shea Farm, Concord, NH and Calumet, Manchester, NH and Community Corrections Transitional Work Center (TWC) Concord, NH which are marked with an "X" below:

Northern Region – Northern NH Correctional Facility			
X	Northern NH Correctional Facility (NCF)	138 East Milan Road	Berlin, NH 03570
Southern Region – Southern NH Correctional Facilities			
X	NH State Prison for Men – (NHSP-M)	281 North State Street	Concord, NH 03301
	Secure Psychiatric Unit (SPU)	281 North State Street	Concord, NH 03301
	Residential Treatment Unit (RTU)	281 North State Street	Concord, NH 03301
X	NH Correctional Facility for Women – (NHCF-W)	317 Mast Road	Goffstown, NH 03045
Southern Region – NH Community Corrections by Service Locations			
	Transitional Housing Units (THU)		
X	North End House (NEH)	1 Perimeter Road	Concord, NH 03301
X	Shea Farm	60 Iron Works Road	Concord, NH 03301
X	Calumet	126 Lowell Street	Manchester, NH 03104
X	Transitional Work Center (TWC)	275 North State Street	Concord, NH 03301

\* The Department is currently building a new NH Correctional Facility for Women behind the existing NH State Prison for Men's facility in Concord, NH; services will be transitioned to the new facility once opened by the Department.

- 3.2. Partial Proposals for requested services for the Northern and Southern Regional Area shall not be accepted.
- 3.3. Proposals that reduce the NH Department of Corrections current functions shall not be accepted.
- 3.4. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Contractor.
- 3.5. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:

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- 3.5.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
- 3.5.2. Secure the Contractor's written agreement to the proposed changes.
- 3.6. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.

**4. Current Inmate/Patient/non-Adjudicated Resident Population as of 3/23/2017:**

NH Department of Corrections Current Population		
Northern NH Correctional Facility (NCF)	Berlin, NH 03570	645
NH State Prison for Men - (NHSP- M)	Concord, NH 03301	1439
Secure Psychiatric Unit (SPU) / Residential Treatment Unit (RTU)	Concord, NH 03301	76
NH Correctional Facility for Women - (NHCF-W)	Goffstown, NH 03045	128
Community Corrections - (CC)	Concord, Manchester	313
<b>Current Inmate/Patient/non-Adjudicated Resident Population:</b>		<b>2601</b>

**5. Treatment Service Sections:**

5.1. Current Population: By Location and Required Services

Treatment Service Sections	Inpatient Forensic Psychiatric Services	Residential Treatment Unit	General Outpatient Behavioral Health Program	Behavior Analyst	QI/Training/ On-Call Psychiatric Services
Current Population Concord Area: 1828					
NH State Prison for Men (NHSP-M), Concord, NH			X	X	X
Secure Psychiatric Unit/Residential Treatment Unit (SPU/RTU), Concord, NH	X	X		X	X
Community Corrections - Men (Concord & Manchester, NH)			X	X	X
Community Corrections - Women (Shea Farm), Concord, NH			X	X	X
Current Population NHCF-W: 128					
NH Correctional Facility for Women (NHCF-W), Goffstown, NH			X	X	X
Current Population NCF: 645					
Northern Correctional Facility (NCF), Berlin, NH			X	X	X
<b>Total Current Population: 2601</b>					

- 5.2. All sites: Administrative support positions for proposed staffing to address treatment service need to be identified in Vendor proposals with justification as to need.
- 5.3. Judicial System: Court Appointed Forensic Psychiatry/Psychological Evaluation Services<sup>1</sup>

<sup>1</sup> Treatment Services submitted will be maintained if locations change, services will follow to new location

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5.4. **NHDOC Required Staff by Position, Site and FTE:** The following chart below defines the required staffing pattern to respond to this RFP.

Required Staffing by Position	Service Area/Facility	Quantity by FTE
Chief Psychiatric Medical Director	All Sites	1
Chief Forensic Evaluator	SPU/HQ	1
Psychiatric Nurse Practitioner	NHCF-W	1
Staff Psychiatrist	NHSP-M	0.5
Staff Psychiatrist	SPU/RTU	1
Staff Psychiatrist	NHSP-M/CC	1
Psychiatric Nurse Practitioner	NCF	1
Psychiatric Nurse Practitioner	NHSP-M	3
Psychiatric Nurse Practitioner	SPU/RTU	2
Mental Health Clinician	NHSP-M	1
Mental Health Clinician	NHCF-W	2
Mental Health Clinician	NCF	1
Staff Psychologist	All Sites	0.2
Forensic Evaluators (FE) – Psychologists	SPU/HQ	3.0
Forensic Office Manager/Data Analysis – FE	SPU/HQ	1
Records Clerk	NHCF-W/FE	1.5
Mental Health Clinician	CC	1
Behavior Analyst	All Sites	1
Quality Improvement Personnel/Trainer	HQ/All Sites	1
NGRI Clinical Coordinator	HQ	1
Administrative Assistant	HQ	1
Program Manager (PM)	HQ	1
<b>Total Required Staffing by Position, Site and FTE</b>		<b>*27.2</b>

*Note: \*FTE = 40 hours a week with a preference for 1 person to 1 FTE position*

**6. Inpatient Forensic Psychiatric Services Located at SPU:**

- 6.1. Inpatient services being sought for the Secure Psychiatric Unit and the Residential Treatment Unit, to provide: secure inpatient psychiatry care and residential treatment services for a one hundred and six (106) bed unit, sixty-six (66) beds allocated for SPU and forty (40) beds for adjudicated men in a voluntary Residential Treatment Unit a separate unit within the Secure Psychiatric Unit. Monitoring and coordination of care for Not Guilty by Reason of Insanity civil committees per the functions of RSA 651:11-a in collaboration with the Director of Medical & Forensic services on behalf of the Commissioner as they are granted privileging through the State Mental Health System. Presenting testimony in civil commitment hearings and guardianship hearings as relevant to patient care rendered.
- 6.2. Current NH Department of Corrections state mental health staff includes disciplines such as Social Workers, Clinical Mental Health Counselors and Recreational Therapists.
- 6.3. Chief Psychiatrist's responsibilities include clinical oversight, on-site supervision of the clinical work of all clinicians and psychiatry working at all the NH Department of Corrections sites, including clinicians who do not have the Contractor as their employer. To work collaboratively with the non-Contractor Administrator to bridge clinical practice with security and within the policies and procedures set forth by the NH Department of Corrections, State of NH and Federal Laws. Lead or participate in quality improvement

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- initiatives as directed by the NH Department of Corrections and supported by the Contractor for continuous quality improvement.
- 6.4. To provide direct clinical service including but not limited to providing comprehensive psychiatric evaluations, clinical formulations, clinical assessments, Legislative presentation and ongoing prescription of psychotropic medications.
  - 6.5. In response to this section, indicate the treatment modalities that will be implemented to meet the needs of this population e.g. individual and group treatment recommendations, assessment tools, documentation expectations, experience managing a forensic population and your effectiveness.
- 7. On-Call Psychiatric Services:**
- 7.1.1. To provide on-call psychiatric coverage for all sites indicated in SECTION D: Scope of Services, Exhibit A, Paragraph 5. Treatment Service Sections, twenty-four (24) hours a day, three hundred sixty-five (365) days a year, to include all State and Federal holidays, to assess emergent needs of individuals under Departmental care as reported by NH Department of Corrections medical staff or correctional staff to the on-call providers in the absence of on-site behavioral health professionals. Provide an appropriate rotation and publish a monthly schedule of providers to meet the needs of on-call psychiatric services to manage the sites listed. On-call Psychiatric Services is defined as acting on referrals that might require traveling to different sites, to assess behavioral health needs and provide services that include but not limited to medication orders, housing recommendations, monitoring the use of restraints per RSA 627:6, COR 304:02, triage of acute psychiatric episodes, and suicide risk assessments.
- 8. General Population Behavioral Health Program:**
- 8.1. For Males:
    - 8.1.1. To offer more efficient and effective evidence based behavioral health treatment to the individuals under Departmental Care and custody and to outpatients who remain the NH Department of Corrections. To enhance and provide diagnosis, psychiatric care, psychological evaluations, psychosocial assessments, treatment planning and to provide individual and group therapies in synchronicity with non-contractor clinical staff. To support wellness units and other modified therapeutic communities established in facilities that support individuals with behavioral disorders to become successful in managing the illnesses and daily management of their lives.
  - 8.2. For Females:
    - 8.2.1. Expanded behavioral health treatment services for women under Departmental custody. Provide services that are evidence-based practices, psychiatric services, specified services for a female wellness block and integrated behavioral health services with services rendered in collaboration with other medical/behavioral health disciplines with specific focus on treatment conditions that are increasingly prevalent in incarcerated women such as trauma, eating disorders and substance use disorders.
- 9. Court Appointed Forensic Psychiatry Evaluation Services:**
- 9.1. To provide evaluations within statutory timeframe while providing quality competency evaluations for the State's need for expert forensic psychiatric/psychological evaluations during the judiciary process to determine if clients are competent to stand trial.

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- 9.2. Scope of services include the provision of forensic psychiatric/psychological evaluations that are requested by the New Hampshire Court System, to testify, as required, regarding content of the evaluations, to act as a liaison to the Courts, Attorneys, and County Facilities and provide training/consultation in this activity as agreed upon by the Contractor and the NH Department of Corrections and outlined in NH Statutes. This shall include the tracking of cases and management of data in order to track statutory compliance with evaluation completion standards as well as establishing baseline data, trending and work flow within the Office of Forensic Examiners. in this activity as agreed upon by the Vendor and NH Department of Corrections and work in conjunction with the Department to establish standards of practice and policy development for the Division of Medical & Forensic Services.

**10. Behavioral Health Training Facilitation/Quality Improvement Analyst:**

- 10.1. NH Department of Corrections recognizes the importance of meeting the requirements of the Laaman Decree. In the 2001 Laaman Decree, paragraph 21 states "Training of correctional officers/security staff shall be increased to accommodate additional training in daily interaction with mentally ill inmates and additional suicide prevention training. Priority for such training shall be for correctional officers assigned to Secure Housing Unit (SHU)." In order to meet this function, the NH Department of Corrections seeks a position to facilitate at a minimum of annual trainings schedules for clinical staff to enhance their knowledge base in working in behavioral health within a correctional setting.

**11. Behavior Analyst:**

- 11.1. In order to measure behavior, the NH Department of Corrections is seeking a behavior analyst ([www.bacb.com](http://www.bacb.com)) to perform functional behavioral assessments, analyze data, writing and revising behavior-analytic treatment plans. Design, implement and continuously evaluate behavioral intervention plans that do not interfere with facility goals to reduce the frequency of challenging behaviors. Utilize research-based & scientifically validated interventions; determine response and whether adjustments to treatment are necessary. Work collaboratively with security staff and mental health staff regarding crisis intervention and implementation of interventions.

**12. Psychiatric Medical Director:**

- 12.1. In order to create consistent oversight, the Contractor must propose a Director of Psychiatry to oversee all psychiatric contracted services by providing clinical leadership to the providers, recruitment of psychiatry staff as well as advising the NH Department of Corrections on policy matters pertaining to areas such as forensic psychiatry. To supervise staff compliance to policy and practice standards as set forth by the Department with collaboration from the Vendor through the use of quality improvement practices, treatment standards, peer review, annual audits and on-going daily oversight.

**13. General Service Provisions:**

- 13.1. NH Department of Corrections Contact: The Director of Medical & Forensic Services or designee shall contact the Contractor when service is needed.
- 13.2. Contractor Tools and Equipment: The Contractor must furnish the required tools and equipment inclusive of computer hardware necessary to provide the requested services of the Contract. Any tools, containers and vehicles the Contractor needs to provide the required services must be inventoried before entering and leaving the facility and are subject to search

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by NH Department of Corrections security staff at any and all times while on NH Department of Corrections facility grounds.

- 13.3. Rules and Regulations: The Contractor agrees to comply with all rules and regulations of the NH Department of Corrections.
- 13.4. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the Contract. This provision will require Governor and Executive Council approval.
- 13.5. Contractor Employee Information: The Contractor shall be responsible for obtaining a criminal background check to include fingerprinting on all potential employees assigned by the Vendor to provide services to NH Department of Correction's patients, inmates and non-adjudicated residents. Upon award of a Contract, the NH Department of Corrections will notify the selected Vendor the procedures to obtain background checks and fingerprinting. Contractor and/or subcontractor employee hiring status shall be contingent upon receipt of a background check and fingerprinting report(s), from the NH Department of Safety, and procedural review of said reports by the NH Department of Corrections.
- 13.5.1. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks and fingerprinting reports of all potential Contractor and/or subcontractor employees to determine eligibility status.
- 13.5.2. The NH Department of Corrections will notify the Contractor of any potential Contractor/and or subcontractor employee who does not comply to the criteria identified in Paragraph 13.5.3., below.
- 13.5.3. In addition, the Contractor and/or subcontractor shall not be able to hire employees meeting the following criteria:
- Individuals convicted of a felony shall not be permitted to provided services;
  - Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
  - Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Division Director of Medical & Forensic and designee of the NH Department of Corrections;
  - Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;
  - Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of NH;
  - Individuals on the National Offender Database;
  - Individuals with a history of drug diversion;
  - Individuals who was a former State of NH employee and/or former Contract employee that was dismissed for cause;
  - Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and
  - Relatives of currently incarcerated felons may not be permitted to provide services without prior approval by the NH Department of Corrections.
- 13.6. Change of Ownership: In the event that the Contractor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or, its successors or,

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- assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.
- 13.7. **Contractor Designated Liaison:** The Contractor shall designate a representative to act as a liaison between the Contractor and the NH Department of Corrections for the duration of the Contract. The Contractor shall notify the NH Department of Corrections of such named Liaison within five (5) days after the award of the Contract; submit a written identification and notification to NH Department of Corrections of the **business (no personal information)** name, title, address, telephone number, fax number and e-mail address of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.
- 13.7.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.
- 13.7.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
- 13.7.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Department of Corrections, Director of Medical & Forensic Services, P.O. Box 1806, Concord, NH 03302.
- 13.8. **Contractor's Liaison's Responsibilities:** The Contractor shall designate a representative to act as a liaison between the Contractor and the NH Department of Corrections for the duration of the Contract. The representative shall be responsible for:
- 13.8.1. Representing the Contractor on all matters pertaining to the Contract. Such as representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract;
- 13.8.2. Monitoring the Contract's compliance with the terms of the Contract;
- 13.8.3. Receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract; and
- 13.8.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 13.9. **NH Department of Corrections Contract Liaison Responsibilities:** The NH Department of Corrections' Commissioner of Corrections, or designee, shall act as liaison between the Contractor and NH Department of Corrections for the duration of the Contract. NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. NH Department of Corrections representative shall be responsible for:
- 13.9.1. Representing NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent NH Department of Corrections regarding all aspects of the Contract subject to the New Hampshire Governor and Executive Council approval, where needed;
- 13.9.2. Monitoring compliance with the terms of the Contract;
- 13.9.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the time frames specified by the Contract;
- 13.9.4. Meeting with the Contractor's representative on a periodic or as needed basis and resolving issues which arise; and
- 13.9.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.

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- 13.10. **Reporting Requirements:** The Contractor shall provide any and all reports as requested on an as needed basis according to a schedule and format to be determined by the NH Department of Corrections including but not limited to:
- 13.10.1. Monthly summary of the cost of services broken out by positions billed for and description of vacancies and length of vacancy in days, and indirect cost charges;
  - 13.10.2. Breakdowns of billings, quarterly;
  - 13.10.3. Utilization of psychotropic medications prescribed and additional pharmaceutical reporting as requested through mutual agreement; and
  - 13.10.4. It is the intent of the NH Department of Corrections to work with the Contractor so that the Contractor can provide any reporting requirements that meets our needs.
- 13.11. **Performance Evaluation:** NH Department of Corrections shall, at its sole discretion:
- 13.11.1. Monitor and evaluate the Contractor's compliance with the terms of the Contract;
  - 13.11.2. Meet with the Contractor monthly through the QI process and more formally, on an annual basis, assess the performance of the Contractor relative to the Contractor's compliance with the Contract as set forth in the approved Contract document;
  - 13.11.3. Request additional reports the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract; and
  - 13.11.4. Review reports submitted by the Contractor. NH Department of Corrections shall determine the acceptability of the reports. If they are not deemed acceptable, the NH Department of Corrections shall notify the Contractor and explain the deficiencies.
- 13.12. **Performance Measures:** Quality Improvement Measures (QIM) will be identified by NH Department of Corrections and the Contractor in order to monitor the Contract and measure compliance with psychiatric best practices, Holliday Court Compliance as well as compliance to the Contracted standards in collaboration with the NH Department of Corrections Director of Medical & Forensic Services.
- 13.12.1. QIM will be consistent to appropriate accrediting agencies including but not limited to the National Commission for Correctional Health Care (NCCHC) and the Joint Commission (JC), and will be ongoing with quarterly reports prepared by the Contractor with recommendations for improvement when appropriate in cooperation with the NH Department of Corrections.
  - 13.12.2. The Contractor will provide a function in the job duties of a position to participate in on-going quality improvement standards inclusive of completion of root cause analysis activities, meeting the existing continuous quality improvement calendar of areas under review, and support the auditing and compliance of the contract between the Vendor and the NH Department of Correction to meet the State's standards as well as continuous compliance to past legal actions and any future legal outcomes.

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13.12.3. Contractor Annual QI Calendar Sample:

Regular Reports
<p>Contractor QI Statistical Report:</p> <ul style="list-style-type: none"> <li>➤ Emergency Interventions – psychiatric &amp; medical;</li> <li>➤ SPU/RTU;</li> <li>➤ Pharmacy Services;</li> <li>➤ Dental Services;</li> <li>➤ Forensics;</li> <li>➤ Chronic Care;</li> <li>➤ Pain Management;</li> <li>➤ Service Delivery Stats/Provider Stats;</li> <li>➤ Training; and</li> <li>➤ Staffing.</li> </ul> <p>Treatment Plan record audit; Medical Services record audit; and Pain Management record audit.</p>
On-going Projects
<p>Quality Improvement Teams and Meetings; Data and Data Collection; and Quality Indicators.</p>
Special Joint Projects
<p>Specialty and Chronic Care Education, Guidelines; Dental guidelines, charts, scheduling; CORIS scheduling; and Outpatient mental health teams: R&amp;D, SHU, Severe and Persistently Mentally Ill (SPMI).</p>

13.13. Contracted Performance Measures:

- 13.13.1. 90% fulfillment of positions obligated in contract at all times with the goal of 100% compliance at all times;
- 13.13.2. Monthly and quarterly meetings to review contract functions, amend, or add to QIM and other related issues;
- 13.13.3. On-going Peer Reviews conducted by Contractor to ensure clinical practice is within best practice measures to include prescribing practices, documentation, and diagnostic skills as well as in-line with Departmental standards;
- 13.13.4. Monthly and quarterly utilization review of psychotropic medications prescribed to residents and inmates to ensure the appropriate use of said medications;
- 13.13.5. On-going monitoring of compliance indicators associated with Court compliance and other legal actions;
- 13.13.6. Annual reporting of agreed upon Quality Indicators; and
- 13.13.7. Specialty QI reviews.

13.14. Additional Reports/Reviews: Request additional reports and/or reviews the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract and fulfilling the Laaman decree and other court ordered requirements.

13.15. Programmatic and Financial Reviews: Perform periodic programmatic and financial reviews of the Contractor's performance of responsibilities. This may include, but is not limited to: on-site inspections and audits by NH Department of Corrections or its agent of the Contractor's records. The audits may, at a minimum, include a review of the following:

- 13.15.1. Invoice review and financial administration;
- 13.15.2. Program operations;
- 13.15.3. Credentialing;
- 13.15.4. Staff qualifications; and
- 13.15.5. Clinical protocols and practice patterns as it relates to the uses of medications.
- 13.16. **Contractor Notification:** Give the Contractor prior notice of any on site-visit by NH Department of Corrections or its agent(s) to conduct an audit and further notify the Contractor of any records which NH Department of Corrections or its agent may wish to review.
  - 13.16.1. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action.
- 13.17. **Termination of Contract:** Terminate the Contract, if NH Department of Corrections determines that the Contractor is:
  - 13.17.1. Not in compliance with the terms of the Contract;
  - 13.17.2. Has lost or has been notified of intention to lose their accreditation and/or licensure;
  - 13.17.3. Has lost or has been notified of intention to lose their federal certification and/or licensure; or
  - 13.17.4. Terminate the Contract as otherwise permitted by law.
- 13.18. **Declaration of Liaison:**
  - 13.18.1. The Contractor shall, within (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the name, title, business address, business telephone and fax number and e-mail address of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Vendor's performance under the Contract. 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.
  - 13.18.2. 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.
  - 13.18.3. NH Department of Corrections, at its discretion, in any Contract 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. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract.
- 13.19. **Other Terms and Conditions:**
  - 13.19.1. In collaboration with NH Department of Corrections the Contractor may be involved in research that will assist the Department in better understanding the populations under its custody in order to improve treatment and reduce the recidivism rate. All findings that result from research will be the joint intellectual copyright of the NH Department of Corrections and the Contractor. All research will meet the conditions of both the Contractor's and NH Department of Corrections Institutional Review Board requirements. Upon commencement of this Contract and thereafter every July 1<sup>st</sup>, the Contractor will provide a list of research opportunities to the NH Department of Corrections through their Business Information Unit Administrator.

- 13.19.2. In the event the responsibility of forensic competency evaluation services is transferred to another state agency the Contractor must adjust the services and costs consistent with said transfer as directed by the NH Department of Corrections.
- 13.19.3. In the event the responsibility of the SPU forensic hospital services (not including RTU) is transferred to another state agency the Contractor must adjust the services and costs consistent with said transfer as directed by the NH Department of Corrections.

**14. Other Contract Provisions:**

- 14.1. Modifications to the Contract: In the event of any dissatisfaction with the Contractor's performance, the NH Department of Corrections will inform the Contractor of any dissatisfaction and will include requirements for corrective action.
  - 14.1.1. The Department of Corrections has the right to terminate the Contract, if the NH Department of Corrections determines that the Contractor is:
    - a.) Not in compliance with the terms of the Contract, and/or
    - b.) As otherwise permitted by law or as stipulated within this Contract.
- 14.2. Coordination of Efforts: The Contractor shall fully coordinate their activities in the performance of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to NH Department of Corrections as requested by the NH Department of Corrections throughout the effective period of the Contract.
- 14.3. Disabilities Act and the Governor's Commission of the Disabled: The Contractor must be equipped to provide handicap access to services as per the American's with Disabilities Act and the Governor's Commission of the Disabled.

**15. Bankruptcy or Insolvency Proceeding Notification:**

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

**16. Embodiment of the Contract:**

- 16.1. The Contract between the NH Department of Corrections and the Contractor shall consist of:
  - 16.1.1. Request for Proposal (RFP), any addendums and any amendments thereto;
  - 16.1.2. Proposal submitted by the Vendor in response to the RFP; and/or
  - 16.1.3. Negotiated document (Contract) agreed to by and between the parties that is ratified by a "meeting of the minds," after careful consideration of all of the terms and conditions, and that is approved by the Governor and Executive Council of the State of New Hampshire.
- 16.2. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the negotiated document noted in 16.1.3. shall govern.
- 16.3. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor's Proposal and/or the result of a Contract.



**17. Cancellation of Contract:**

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

**18. Contractor Transition:**

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

**19. Audit Requirement:**

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

**20. Additional Items/Locations:**

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

**21. Information:**

- 21.1. In performing its obligations under the Contract, the Contractor may gain access to information of the inmates/patients/non-adjudicated residents including confidential information. The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Contractor's performance under the Contract.
- 21.2. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the inmate/patient/non-adjudicated residents that becomes available to the Contractor in connection with its performance under the Contract.
- 21.3. In the event of unauthorized use or disclosure of the inmate/patient/non-adjudicated resident information, the Contractor shall immediately notify the NH Department of Corrections.
- 21.4. 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 NH Department of Corrections.

**22. Public Records:**

NH RSA 91-A guarantees access to public records. As such, all responses to a competitive solicitation are public records unless exempt by law. Any information submitted as part of a bid in response to this Request for Proposal or Request for Bid (RFB) or Request for Information (RFI) may

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

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

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

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

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

**23. Contractor Personnel:**

- 23.1. The Contractor shall agree that employees of the Contractor shall perform all services required by the Contract. The Contractor shall guarantee that all personnel providing the services required by the Contract are qualified to perform their assigned tasks.
- 23.2. The Department shall be advised of, and approve in writing at least ten (10) days in advance of such change, any permanent or temporary changes to or deletions the Contractor's management, supervisory, or key professional personnel, who directly impact the deliverables to be provided under the Contract.

**24. Notification to the Contractor:**

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

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

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

Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards which may require an outside independent audit.

**26. Administrative Rules, Policies, Regulations and Policies, Procedures and Directives:**

Contractor must 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)

**27. Special Notes:**

- 27.1. The headings and footings to the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 27.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract and any renewals thereof.
- 27.3. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Contractor.
- 27.4. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:
  - 27.4.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
  - 27.4.2. Secure the Contractor's written agreement to the proposed changes.
- 27.5. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.
- 27.6. Any change in the Contract including the Contractor responsibilities and NH Department of Corrections responsibilities described herein, whether by modification, amendment and or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representatives of the Contractor and the NH Department of Corrections approved by the Governor and Executive Council.
- 27.7. Partial Proposals for the requested Outpatient and Inpatient Psychiatric Services for the NH Department of Corrections shall not be accepted.
- 27.8. Contractor shall provide, for the life of the Contract and any renewals thereof, the minimum General Liability coverage to be no less than \$1,000,000.00 per each occurrence and \$2,000,000.00 general aggregate.
- 27.9. Contractor shall provide, for the life of the Contract and any renewals thereof, proof of Workers' Compensation and Employers' Liability Insurance.
- 27.10. Contractor shall provide proof and identify limits and expiration dates of General Liability, Excess Umbrella Liability coverage, Workers' Compensation and Employer's Liability, Professional Liability, Malpractice Liability and Business Owners Policy (if applicable).

**SECTION E: Estimated Budget/Method of Payment, Exhibit B**

**1. Signature Page:**

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

The pricing information quoted by the Vendor as an attachment to this document represents the total price(s) for providing any and all service(s) according to the provisions and requirements of the RFP, which shall remain in effect through the end of this procurement process and throughout the contracting process until the contract completion date as listed on the State Contract form P-37 (v. 5/8/15), section 1.7 - Completion Date.



May 22, 2017

AUTHORIZED SIGNATURE

DATE

Steven H. Wheeler, President & Chief Operating Officer

NAME AND TITLE OF SIGNOR (Please Type)

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

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

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

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

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

**Estimated Budget/Method of Payment  
Exhibit B-1**

**2. Estimated Staff Budget:**

(Attach Vendor Provided Detailed Worksheets, Exhibit B-2, for Proposal Response Purposes.)

**Proposal for Treatment Section:** ALL

**Position(s):** Psychiatric Nurse Practitioner (7.00), Staff Psychiatrist (2.50), Mental Health Clinician (5.00), Records Clerk (1.50), Forensic Evaluators - Psychologists (4.00), Forensic Office Manager/Data Analysis (1.00), Chief Forensic Evaluator (1.00), Chief Psychiatric Medical Director (1.00), Staff Psychologist (0.20), Behavior Analyst (1.00), Quality Improvement/Trainer (1.00), NGRJ Clinical Coordinator (1.00), Administrative Assistant (1.00), Program Manager (1.00)

**Quantity of each Position Proposed:** Total Positions: 28.20

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	186,737	192,611	199,254	206,187	213,429	220,967	1,219,186
<b>Compensation:</b>							
*Salaries ( ____% represents how much of a merit increase)	3,928,702	4,046,563	4,167,960	4,292,999	4,421,789	4,554,443	25,412,457
*Benefits ( 17 %)	650,668	692,154	737,057	785,693	838,408	894,779	4,598,759
<b>Total Compensation</b>	<b>4,579,370</b>	<b>4,738,718</b>	<b>4,905,018</b>	<b>5,078,692</b>	<b>5,260,197</b>	<b>5,449,222</b>	<b>30,011,216</b>
<b>Other Direct Expenses:</b>							
Professional Development	30,410	31,019	31,639	32,272	32,917	33,575	191,832
Travel (mileage, lodging, and meals)	69,297	70,683	72,097	73,539	75,010	76,510	437,135
Program Support	81,710	83,350	85,022	86,728	88,468	90,243	515,520
Recruitment	24,382	11,951	12,190	12,434	12,682	12,936	86,575
Equipment	2,095	2,137	2,180	2,224	2,268	2,314	13,218
*COLA ( 2.0 %)							
*Indirect Costs ( 10 %)	478,726	493,786	510,815	528,589	547,154	566,480	3,125,550
<b>Total Expenses</b>	<b>5,265,991</b>	<b>5,431,643</b>	<b>5,618,960</b>	<b>5,814,476</b>	<b>6,018,696</b>	<b>6,231,279</b>	<b>34,381,046</b>

\* utilize footnotes as appropriate to detail percentages by year.

**2.1. Definitions:**

**Compensation** – Salaries and Benefits, indicate merit increases in your proposals by percentages;

**Professional Development** – Continuing Education expenses;

**Travel** – Mileage Reimbursement, lodging, meals for travel for court appearances, on-call call backs, and between sites;

**Program Support** – All expenses related to treatment materials such as testing materials, software, reference books and other clinically necessary tools;

**Recruitment** – Costs associated with advertisements and expenses related to relocation of new recruits;

**Equipment** – Hardware such as computers, blackberry's, desks and other such office furniture;

**COLA** – Cost of living adjustments, indicate planned percentages; and

**Indirect Expenses** – Preference will be given to Vendor's with the lowest indirect cost percentages – Vendors shall indicate the percent. NH Department of Corrections is targeting a cap of 10%. Preference will be given to the Vendor with the lowest Indirect Cost percentage. **Provide and define the details of the calculated Indirect Cost percentage.**

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

Estimated Budget/Method of Payment  
Exhibit B-2

2. Estimated Staff Budget

(Attach Vendor Provided Detailed Worksheets, Exhibit B-2, for Proposal Response Purposes.)

Proposal for Treatment Section: ALL

Position(s): Chief Forensic Evaluator

Quantity of each Position Proposed: 1.0 FTE

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	293,145	302,399	312,542	323,099	334,096	345,683	1,910,964
<b>Compensation:</b>							
*Salaries ( <u>3</u> % represents how much of a merit increase)	228,793	235,657	242,727	250,008	257,509	265,234	1,479,928
*Benefits ( <u>13</u> %)	30,330	32,190	34,199	36,371	38,721	41,378	213,189
Total Compensation	259,123	267,847	276,926	286,379	296,229	306,612	1,693,117
<b>Other Direct Expenses:</b>							
Professional Development	1,078	1,100	1,122	1,144	1,167	1,191	6,803
Travel (mileage, lodging, and meals)	2,457	2,506	2,557	2,608	2,660	2,713	15,501
Program Support	2,898	2,956	3,015	3,075	3,137	3,200	18,281
Recruitment	865	424	432	441	450	459	3,070
Equipment	74	76	77	79	80	82	469
*COLA ( <u>2</u> %)							
*Indirect Costs ( <u>10</u> %)	26,650	27,491	28,413	29,373	30,372	31,426	173,724
Total Expenses	293,145	302,399	312,542	323,099	334,096	345,683	1,910,964

Position(s): Staff Psychiatrist

Quantity of each Position Proposed: 2.5 FTE

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	371,222.86	382,706.88	395,133.76	408,031.77	421,424.72	435,641.10	2,414,161
<b>Compensation:</b>							

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

**Estimated Budget/Method of Payment  
Exhibit B-2**

*Salaries ( <u>3</u> % represents how much of a merit increase)	747,683	770,114	793,217	817,014	841,524	866,770	4,836,322
*Benefits ( <u>10</u> %)	77,575	82,020	86,806	91,963	97,523	104,212	540,099
Total Compensation	825,258	852,134	880,024	908,977	939,047	970,982	5,376,421
Other Direct Expenses:							
Professional Development	2,696	2,750	2,805	2,861	2,918	2,977	17,006
Travel (mileage, lodging, and meals)	6,143	6,266	6,392	6,519	6,650	6,783	38,753
Program Support	7,244	7,389	7,537	7,689	7,843	8,000	45,702
Recruitment	2,161	1,059	1,081	1,102	1,124	1,147	7,675
Equipment	186	189	193	197	201	205	1,172
*COLA ( <u>2</u> %)							
*Indirect Costs ( <u>10</u> %)	84,369	86,979	89,803	92,734	95,778	99,009	548,673
Total Expenses	928,057	956,767	987,834	1,020,079	1,053,562	1,089,103	6,035,403

Position(s): Psychiatric Nurse Practitioner

Quantity of each Position Proposed: 7.0 FTE

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	189,143	195,252	202,152	209,369	216,923	224,834	1,237,673
Compensation:							
*Salaries ( <u>3</u> % represents how much of a merit increase)	966,913	995,920	1,025,798	1,056,572	1,088,269	1,120,917	6,254,389
*Benefits ( <u>12</u> %)	185,119	197,160	210,205	224,347	239,689	256,331	1,312,850
Total Compensation	1,152,032	1,193,080	1,236,003	1,280,919	1,327,957	1,377,248	7,567,239
Other Direct Expenses:							
Professional Development	7,549	7,700	7,854	8,011	8,171	8,334	47,618
Travel (mileage, lodging, and meals)	17,201	17,545	17,896	18,254	18,619	18,992	108,509
Program Support	20,283	20,690	21,105	21,528	21,960	22,401	127,966
Recruitment							

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

State of NH, Department of Corrections  
Division of Medical & Forensic Services

RFP 17-09-GFMED, closing date: 3/12/2017

Vendor Initials: SW

**Estimated Budget/Method of Payment  
Exhibit B-2**

	6,052	2,967	3,026	3,086	3,148	3,211	21,490
Equipment	520	531	541	552	563	574	3,281
*COLA ( <u>2</u> %)							
*Indirect Costs ( <u>10</u> %)	120,364	124,251	128,642	133,235	138,042	143,076	787,610
<b>Total Expenses</b>	<b>1,324,000</b>	<b>1,366,763</b>	<b>1,415,067</b>	<b>1,465,585</b>	<b>1,518,461</b>	<b>1,573,836</b>	<b>8,663,713</b>

Position(s): Forensic Evaluators - Psychologist  
Quantity of each Position Proposed: 4.0 FTE

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	208,384	215,085	222,597	230,444	238,647	247,266	1,362,422
<b>Compensation:</b>							
*Salaries ( <u>3</u> % represents how much of a merit increase)	617,101	635,614	654,683	674,323	694,553	715,389	3,991,664
*Benefits ( <u>18</u> %)	111,169	118,268	125,948	134,264	143,276	153,180	786,105
<b>Total Compensation</b>	<b>728,271</b>	<b>753,882</b>	<b>780,631</b>	<b>808,588</b>	<b>837,829</b>	<b>868,570</b>	<b>4,777,769</b>
<b>Other Direct Expenses:</b>							
Professional Development	4,314	4,400	4,488	4,578	4,669	4,762	27,210
Travel (mileage, lodging, and meals)	9,829	10,026	10,226	10,431	10,640	10,852	62,005
Program Support	11,590	11,823	12,060	12,302	12,549	12,800	73,123
Recruitment	3,458	1,695	1,729	1,764	1,799	1,835	12,280
Equipment	297	303	309	315	322	328	1,875
*COLA ( <u>2</u> %)							
*Indirect Costs ( <u>10</u> %)	75,776	78,213	80,944	83,798	86,781	89,915	495,426
<b>Total Expenses</b>	<b>833,535</b>	<b>860,342</b>	<b>890,387</b>	<b>921,775</b>	<b>954,587</b>	<b>989,063</b>	<b>5,449,689</b>

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

State of NH, Department of Corrections  
Division of Medical & Forensic Services

RFP 17-09-GFMED, closing date: 5/12/2017

Vendor Initials: EW



Estimated Budget/Method of Payment  
Exhibit B-2

Position(s): Forensic Office Manager/Data Analyst

Quantity of each Position Proposed: 1.0 FTE

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	99,456	102,520	106,249	110,162	114,271	118,339	650,998
<b>Compensation:</b>							
*Salaries ( <u>3</u> % represents how much of a merit increase)	67,718	69,749	71,842	73,997	76,217	78,504	438,027
*Benefits ( <u>23</u> %)	15,325	16,389	17,545	18,803	20,171	21,432	109,666
<b>Total Compensation</b>	<b>83,042</b>	<b>86,138</b>	<b>89,387</b>	<b>92,800</b>	<b>96,388</b>	<b>99,936</b>	<b>547,693</b>
<b>Other Direct Expenses:</b>							
Professional Development	1,078	1,100	1,122	1,144	1,167	1,191	6,803
Travel (mileage, lodging, and meals)	2,457	2,506	2,557	2,608	2,660	2,713	15,501
Program Support	2,898	2,956	3,015	3,075	3,137	3,200	18,281
Recruitment	865	424	432	441	450	459	3,070
Equipment	74	76	77	79	80	82	469
*COLA ( <u>2</u> %)							
*Indirect Costs ( <u>10</u> %)	9,041	9,320	9,659	10,015	10,388	10,758	59,182
<b>Total Expenses</b>	<b>99,456</b>	<b>102,520</b>	<b>106,249</b>	<b>110,162</b>	<b>114,271</b>	<b>118,339</b>	<b>650,998</b>

Position(s): Mental Health Clinician

Quantity of each Position Proposed: 5.0 FTE

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	114,123	117,631	121,818	126,202	130,797	135,408	745,980
<b>Compensation:</b>							
*Salaries ( <u>3</u> % represents how much of a merit increase)	399,353	411,333	423,673	436,384	449,475	462,959	2,583,178
*Benefits ( <u>21</u> %)							

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

State of NH, Department of Corrections  
Division of Medical & Forensic Services

RFP 17-09-GFMED, closing date: 5/12/2017

Vendor Initials: SW

**Estimated Budget/Method of Payment  
Exhibit B-2**

	82,529	88,045	94,029	100,526	107,584	114,310	587,022
Total Compensation	481,882	499,378	517,703	536,910	557,059	577,269	3,170,200
Other Direct Expenses:							
Professional Development	5,392	5,500	5,610	5,722	5,836	5,953	34,013
Travel (mileage, lodging, and meals)	12,287	12,532	12,783	13,039	13,300	13,566	77,506
Program Support	14,488	14,778	15,075	15,377	15,686	16,000	91,404
Recruitment	4,323	2,119	2,161	2,205	2,249	2,294	15,350
Equipment	372	379	387	394	402	410	2,344
*COLA ( <u>2</u> %)							
*Indirect Costs ( <u>10</u> %)	51,874	53,469	55,372	57,365	59,453	61,549	339,082
Total Expenses	570,617	588,155	609,090	631,011	653,984	677,041	3,729,898

Position(s): Records Clerk  
Quantity of each Position Proposed: 1.5 FTE

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
Estimated Expenses Per Position	62,156	63,871	66,190	68,625	71,184	73,702	405,728
Compensation:							
*Salaries ( <u>3</u> % represents how much of a merit increase)	58,957	60,725	62,547	64,423	66,356	68,347	381,355
*Benefits ( <u>25</u> %)	14,743	15,780	16,907	18,135	19,472	20,689	105,725
Total Compensation	73,700	76,505	79,454	82,558	85,828	89,036	487,080
Other Direct Expenses:							
Professional Development	1,618	1,650	1,683	1,717	1,751	1,786	10,204
Travel (mileage, lodging, and meals)	3,686	3,760	3,835	3,912	3,990	4,070	23,252
Program Support	4,346	4,433	4,522	4,613	4,706	4,800	27,421
Recruitment	1,297	636	648	661	675	688	4,605
Equipment	111	114	116	118	121	123	703
*COLA ( <u>2</u> %)							

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Estimated Budget/Method of Payment  
Exhibit B-2

*Indirect Costs ( <u>10</u> %)	8,476	8,710	9,026	9,358	9,707	10,050	55,327
Total Expenses	93,234	95,807	99,285	102,937	106,777	110,553	608,592

Position(s): Chief Psychiatric Medical Director

Quantity of each Position Proposed: 1.0 FTE

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	382,863	394,834	407,776	421,219	435,189	449,916	2,491,797
<b>Compensation:</b>							
*Salaries ( <u>3</u> % represents how much of a merit increase)	307,749	316,981	326,491	336,285	346,374	356,765	1,990,645
*Benefits ( <u>11</u> %)	32,937	34,897	37,012	39,293	41,758	44,605	230,501
Total Compensation	340,685	351,879	363,502	375,579	388,132	401,370	2,221,146
<b>Other Direct Expenses:</b>							
Professional Development	1,078	1,100	1,122	1,144	1,167	1,191	6,803
Travel (mileage, lodging, and meals)	2,457	2,506	2,557	2,608	2,660	2,713	15,501
Program Support	2,898	2,956	3,015	3,075	3,137	3,200	18,281
Recruitment	865	424	432	441	450	459	3,070
Equipment	74	76	77	79	80	82	469
*COLA ( <u>2</u> %)							
*Indirect Costs ( <u>10</u> %)	34,806	35,894	37,071	38,293	39,563	40,901	226,527
Total Expenses	382,863	394,834	407,776	421,219	435,189	449,916	2,491,797

Position(s): Staff Psychologist

Quantity of each Position Proposed: 0.2 FTE

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	199,632	205,389	211,863	218,569	225,519	233,317	1,294,288

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Compensation:							
*Salaries ( <u>3</u> % represents how much of a merit increase)	30,855	31,781	32,734	33,716	34,728	35,769	199,583
*Benefits ( <u>13</u> %)	3,967	4,150	4,346	4,554	4,777	5,123	26,917
Total Compensation	34,822	35,931	37,080	38,270	39,504	40,892	226,500
Other Direct Expenses:							
Professional Development	216	220	224	229	233	238	1,361
Travel (mileage, lodging, and meals)	491	501	511	522	532	543	3,100
Program Support	580	591	603	615	627	640	3,656
Recruitment	173	85	86	88	90	92	614
Equipment	15	15	15	16	16	16	94
*COLA ( <u>2</u> %)							
*Indirect Costs ( <u>10</u> %)	3,630	3,734	3,852	3,974	4,100	4,242	23,533
Total Expenses	39,926	41,078	42,373	43,714	45,104	46,663	258,858

Position(s): Behavior Analyst  
Quantity of each Position Proposed: 1.0 FTE

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
Estimated Expenses Per Position	121,829	125,901	130,702	135,756	141,080	146,496	801,763
Compensation:							
*Salaries ( <u>3</u> % represents how much of a merit increase)	82,322	84,792	87,336	89,956	92,654	95,434	532,494
*Benefits ( <u>26</u> %)	21,059	22,602	24,281	26,111	28,106	30,100	152,258
Total Compensation	103,381	107,393	111,617	116,067	120,760	125,534	684,752
Other Direct Expenses:							
Professional Development	1,078	1,100	1,122	1,144	1,167	1,191	6,803
Travel (mileage, lodging, and meals)	2,457	2,506	2,557	2,608	2,660	2,713	15,501
Program Support							

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	2,898	2,956	3,015	3,075	3,137	3,200	18,281
Recruitment	865	424	432	441	450	459	3,070
Equipment	74	76	77	79	80	82	469
*COLA ( <u>2</u> %)							
*Indirect Costs ( <u>10</u> %)	11,075	11,446	11,882	12,341	12,825	13,318	72,888
Total Expenses	121,829	125,901	130,702	135,756	141,080	146,496	801,763

Position(s): Quality Improvement Personnel/Trainer

Quantity of each Position Proposed: 1.0 FTE

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	170,582	175,798	181,746	187,944	194,408	201,113	1,111,591
<b>Compensation:</b>							
*Salaries ( <u>3</u> % represents how much of a merit increase)	126,650	130,449	134,363	138,393	142,545	146,822	819,222
*Benefits ( <u>17</u> %)	21,052	22,306	23,658	25,117	26,695	28,364	147,192
Total Compensation	147,702	152,755	158,020	163,511	169,240	175,186	966,414
<b>Other Direct Expenses:</b>							
Professional Development	1,078	1,100	1,122	1,144	1,167	1,191	6,803
Travel (mileage, lodging, and meals)	2,457	2,506	2,557	2,608	2,660	2,713	15,501
Program Support	2,898	2,956	3,015	3,075	3,137	3,200	18,281
Recruitment	865	424	432	441	450	459	3,070
Equipment	74	76	77	79	80	82	469
*COLA ( <u>2</u> %)							
*Indirect Costs ( <u>10</u> %)	15,507	15,982	16,522	17,086	17,673	18,283	101,054
Total Expenses	170,582	175,798	181,746	187,944	194,408	201,113	1,111,591

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Exhibit B-2**

Position(s): NCRI Clinical Coordinator  
Quantity of each Position Proposed: 1.0 FTE

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	126,087	129,956	134,516	139,285	144,276	149,331	823,451
<b>Compensation:</b>							
*Salaries ( <u>3</u> % represents how much of a merit increase)	89,783	92,476	95,251	98,108	101,051	104,083	580,752
*Benefits ( <u>19</u> %)	17,469	18,604	19,834	21,167	22,614	24,028	123,716
<b>Total Compensation</b>	<b>107,252</b>	<b>111,080</b>	<b>115,084</b>	<b>119,275</b>	<b>123,665</b>	<b>128,111</b>	<b>704,469</b>
<b>Other Direct Expenses:</b>							
Professional Development	1,078	1,100	1,122	1,144	1,167	1,191	6,803
Travel (mileage, lodging, and meals)	2,457	2,506	2,557	2,608	2,660	2,713	15,501
Program Support	2,898	2,956	3,015	3,075	3,137	3,200	18,281
Recruitment	865	424	432	441	450	459	3,070
Equipment	74	76	77	79	80	82	469
*COLA ( <u>2</u> %)							
*Indirect Costs ( <u>10</u> %)	11,462	11,814	12,229	12,662	13,116	13,576	74,859
<b>Total Expenses</b>	<b>126,087</b>	<b>129,956</b>	<b>134,516</b>	<b>139,285</b>	<b>144,276</b>	<b>149,331</b>	<b>823,451</b>

Position(s): Administrative Assistant  
Quantity of each Position Proposed: 1.0 FTE

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	83,877	86,469	89,713	93,125	96,718	100,208	550,110
<b>Compensation:</b>							
*Salaries ( <u>3</u> % represents how much of a merit increase)	54,809	56,454	58,147	59,892	61,689	63,539	354,530
*Benefits ( <u>26</u> %)							

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	14,070	15,093	16,207	17,420	18,742	19,914	101,446
<b>Total Compensation</b>							
	68,879	71,547	74,354	77,312	80,431	83,453	455,976
<b>Other Direct Expenses:</b>							
Professional Development	1,078	1,100	1,122	1,144	1,167	1,191	6,803
Travel (mileage, lodging, and meals)	2,457	2,506	2,557	2,608	2,660	2,713	15,501
Program Support	2,898	2,956	3,015	3,075	3,137	3,200	18,281
Recruitment	865	424	432	441	450	459	3,070
Equipment	74	76	77	79	80	82	469
*COLA ( <u>2</u> %)							
*Indirect Costs ( <u>10</u> %)	7,625	7,861	8,156	8,466	8,793	9,110	50,010
<b>Total Expenses</b>	<b>83,877</b>	<b>86,469</b>	<b>89,713</b>	<b>93,125</b>	<b>96,718</b>	<b>100,208</b>	<b>550,110</b>

Position(s): Program Manager

Quantity of each Position Proposed: 1.0 FTE

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	198,783	204,853	211,680	218,785	226,183	233,934	1,294,220
<b>Compensation:</b>							
*Salaries ( <u>3</u> % represents how much of a merit increase)	150,016	154,517	159,152	163,927	168,845	173,910	970,368
*Benefits ( <u>16</u> %)	23,324	24,652	26,081	27,621	29,282	31,113	162,072
<b>Total Compensation</b>	<b>173,340</b>	<b>179,168</b>	<b>185,233</b>	<b>191,548</b>	<b>198,127</b>	<b>205,023</b>	<b>1,132,440</b>
<b>Other Direct Expenses:</b>							
Professional Development	1,078	1,100	1,122	1,144	1,167	1,191	6,803
Travel (mileage, lodging, and meals)	2,457	2,506	2,557	2,608	2,660	2,713	15,501
Program Support	2,898	2,956	3,015	3,075	3,137	3,200	18,281
Recruitment	865	424	432	441	450	459	3,070
Equipment	74	76	77	79	80	82	469

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Exhibit B-2**

*COLA ( <u>2</u> %)							
*Indirect Costs ( <u>10</u> %)	18,071	18,623	19,244	19,890	20,562	21,267	117,656
Total Expenses	198,783	204,853	211,680	218,785	226,183	233,934	1,294,220

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**BUDGET WORK SHEETS**

**3. Estimated Budget: Treatment Service Sections**

**Submit separate Budgets for each Treatment Services Section.**

- Secure Psychiatric Unit (SPU), Psychiatric Services, Concord
- Residential Treatment Unit (RTU), Psychiatric Services (Male)
- On-Call Psychiatric Services (All Prison and Transitional Work Centers)
- General Outpatient Behavioral Health Programs:
  - Northern Correctional Facility (NCF), Berlin
  - NH State Prison for Men (NHSP-M), Concord
  - Community Corrections – Men (THU & TWC), Concord
  - Community Corrections – Women (Shea Farm)
  - NH Correctional Facility for Women (NHCF-W), Goffstown
- Court Appointed Forensic Psychiatry/Psychological Evaluation Services
- Behavioral Health Training Facilitation (All Prison Sites)
- Psychiatric Behaviorist (All Prison Sites)
- Court Compliance Quality Improvement Monitoring

**Add the totals from your budget schedules for each year for the Treatment Service Section for which you are submitting a proposal. Do NOT include the On-Call Costs.**

3.1. **Name of Treatment Section:** ALL

3.2. **Contract Period Estimated Yearly Costs:**  
This section is a factor of the price category determinant of the Contract award.

3.2.1. **Year 1:** Estimated Total Cost, Year 1: \$ 5,265,991

3.2.2. **Year 2:** Estimated Total Cost, Year 2: \$ 5,431,643

3.2.3. **Year 3:** Estimated Total Cost, Year 3: \$ 5,618,960

3.2.4. **Year 4:** Estimated Total Cost, Year 4: \$ 5,814,476

3.2.5. **Estimated Contract Period Total Cost:** \$ 22,131,070

3.3. **Possible Extension Period Yearly Costs:**  
This section is a factor of the price category determinant of the Contract award.

3.3.1. **Year 1:** Estimated Total Cost, Year 1: \$ 6,018,696

3.3.2. **Year 2:** Estimated Total Cost, Year 2: \$ 6,231,279

3.3.3. **Estimated Extension Contract Period Total Cost:** \$ 12,249,975

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**Estimated Budget/Method of Payment  
Exhibit B-1**

**2. Estimated Staff Budget:**  
(Attach Vendor Provided Detailed Worksheets, Exhibit B-2, for Proposal Response Purposes.)

**Proposal for Treatment Section:** Secure Psychiatric Unit (SPU)  
**Position(s):** Chief Forensic Evaluator (0.50), Staff Psychiatrist (0.50), Psychiatric Nurse Practitioner (1.00)  
Forensic Evaluators - Psychologist (1.50), Forensic Office Manager/Data Analyst (0.50)  
**Quantity of each Position Proposed:** Total Positions: 4.00

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	220,908	227,923	235,753	243,920	252,447	261,391	1,422,342
<b>Compensation:</b>							
*Salaries ( _____ % represents how much of a merit increase)	667,336	687,356	707,976	729,216	751,092	773,625	4,316,600
*Benefits ( 16 %)	106,476	113,210	120,493	128,378	136,920	146,309	751,787
<b>Total Compensation</b>	<b>773,812</b>	<b>800,565</b>	<b>828,470</b>	<b>857,594</b>	<b>888,012</b>	<b>919,934</b>	<b>5,068,386</b>
<b>Other Direct Expenses:</b>							
Professional Development	4,314	4,400	4,488	4,578	4,669	4,762	27,210
Travel (mileage, lodging, and meals)	9,829	10,026	10,226	10,431	10,640	10,852	62,005
Program Support	11,590	11,823	12,060	12,302	12,549	12,800	73,123
Recruitment	3,458	1,695	1,729	1,764	1,799	1,835	12,280
Equipment	297	303	309	315	322	328	1,875
*COLA ( 2.0 %)							
*Indirect Costs ( 10 %)	80,330	82,881	85,728	88,698	91,799	95,051	524,488
<b>Total Expenses</b>	<b>883,631</b>	<b>911,693</b>	<b>943,010</b>	<b>975,682</b>	<b>1,009,789</b>	<b>1,045,563</b>	<b>5,769,368</b>

\* utilize footnotes as appropriate to detail percentages by year.

- 2.1. **Definitions:**  
Compensation – Salaries and Benefits, indicate merit increases in your proposals by percentages;  
Professional Development – Continuing Education expenses;  
Travel – Mileage Reimbursement, lodging, meals for travel for court appearances, on-call call backs, and between sites;  
Program Support – All expenses related to treatment materials such as testing materials, software, reference books and other clinically necessary tools;  
Recruitment – Costs associated with advertisements and expenses related to relocation of new recruits;  
Equipment – Hardware such as computers, blackberry's, desks and other such office furniture;  
COLA – Cost of living adjustments, indicate planned percentages; and  
Indirect Expenses – Preference will be given to Vendor's with the lowest indirect cost percentages – Vendors shall indicate the percent. NH Department of Corrections is targeting a cap of 10%. Preference will be given to the Vendor with the lowest Indirect Cost percentage. **Provide and define the details of the calculated Indirect Cost percentage.**

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**Estimated Budget/Method of Payment  
Exhibit B-2**

**2. Estimated Staff Budget**

(Attach Vendor Provided Detailed Worksheets, Exhibit B-2, for Proposal Response Purposes.)

Proposal for Treatment Section: Secure Forensic Unit (SPU)

Position(s): Chief Forensic Evaluator

Quantity of each Position Proposed: 0.5 FTE

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	293,145.03	302,399.41	312,541.58	323,099.37	334,096.30	345,682.50	1,910,964
<b>Compensation:</b>							
*Salaries ( <u>3</u> % represents how much of a merit increase)	114,397	117,828	121,363	125,004	128,754	132,617	739,964
*Benefits ( <u>13</u> %)	15,165	16,095	17,099	18,185	19,360	20,689	106,594
Total Compensation	129,562	133,923	138,463	143,190	148,115	153,306	846,558
<b>Other Direct Expenses:</b>							
Professional Development	539	550	561	572	584	595	3,401
Travel (mileage, lodging, and meals)	1,229	1,253	1,278	1,304	1,330	1,357	7,751
Program Support	1,449	1,478	1,507	1,538	1,569	1,600	9,140
Recruitment	432	212	216	220	225	229	1,535
Equipment	37	38	39	39	40	41	234
*COLA ( <u>2</u> %)							
*Indirect Costs ( <u>10</u> %)	13,325	13,745	14,206	14,686	15,186	15,713	86,862
Total Expenses	146,573	151,200	156,271	161,550	167,048	172,841	955,482

Position(s): Staff Psychiatrist

Quantity of each Position Proposed: 0.5 FTE

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	371,222.86	382,706.88	395,133.76	408,031.77	421,424.72	435,641.10	2,414,161

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Exhibit B-2**

<b>Compensation:</b>							
*Salaries ( <u>3</u> % represents how much of a merit increase)	149,537	154,023	158,643	163,403	168,305	173,354	967,264
*Benefits ( <u>10</u> %)	15,515	16,404	17,361	18,393	19,505	20,842	108,020
<b>Total Compensation</b>	<b>165,052</b>	<b>170,427</b>	<b>176,005</b>	<b>181,795</b>	<b>187,809</b>	<b>194,196</b>	<b>1,075,284</b>
<b>Other Direct Expenses:</b>							
Professional Development	539	550	561	572	584	595	3,401
Travel (mileage, lodging, and meals)	1,229	1,253	1,278	1,304	1,330	1,357	7,751
Program Support	1,449	1,478	1,507	1,538	1,569	1,600	9,140
Recruitment	432	212	216	220	225	229	1,535
Equipment	37	38	39	39	40	41	234
*COLA ( <u>2</u> %)							
*Indirect Costs ( <u>10</u> %)	16,874	17,396	17,961	18,547	19,156	19,802	109,735
<b>Total Expenses</b>	<b>185,611</b>	<b>191,353</b>	<b>197,567</b>	<b>204,016</b>	<b>210,712</b>	<b>217,821</b>	<b>1,207,081</b>

**Position(s):** Psychiatric Nurse Practitioner  
**Quantity of each Position Proposed:** 1.0 FTE

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	189,142.91	195,251.93	202,152.44	209,369.31	216,922.97	224,833.74	1,237,673
<b>Compensation:</b>							
*Salaries ( <u>3</u> % represents how much of a merit increase)	138,130	142,274	146,543	150,939	155,467	160,131	893,484
*Benefits ( <u>10</u> %)	26,446	28,166	30,029	32,050	34,241	36,619	187,550
<b>Total Compensation</b>	<b>164,576</b>	<b>170,440</b>	<b>176,572</b>	<b>182,988</b>	<b>189,708</b>	<b>196,750</b>	<b>1,081,034</b>
<b>Other Direct Expenses:</b>							
Professional Development	1,078	1,100	1,122	1,144	1,167	1,191	6,803
Travel (mileage, lodging, and meals)	2,457	2,506	2,557	2,608	2,660	2,713	15,501
Program Support	2,898	2,956	3,015	3,075	3,137	3,200	18,281

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Exhibit B-2**

Recruitment	865	424	432	441	450	459	3,070
Equipment	74	76	77	79	80	82	469
*COLA ( <u>2</u> %)							
*Indirect Costs ( <u>10</u> %)	17,195	17,750	18,377	19,034	19,720	20,439	112,516
<b>Total Expenses</b>	<b>189,143</b>	<b>195,252</b>	<b>202,152</b>	<b>209,369</b>	<b>216,923</b>	<b>224,834</b>	<b>1,237,673</b>

**Position(s):** Forensic Evaluators - Psychologist  
**Quantity of each Position Proposed:** 1.5 FTE

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	208,383.79	215,085.39	222,596.87	230,443.66	238,646.79	247,265.71	1,362,422
<b>Compensation:</b>							
*Salaries ( <u>3</u> % represents how much of a merit increase)	231,413	238,355	245,506	252,871	260,457	268,271	1,496,874
*Benefits ( <u>18</u> %)	41,688	44,350	47,231	50,349	53,728	57,443	294,789
<b>Total Compensation</b>	<b>273,101</b>	<b>282,706</b>	<b>292,737</b>	<b>303,220</b>	<b>314,186</b>	<b>325,714</b>	<b>1,791,663</b>
<b>Other Direct Expenses:</b>							
Professional Development	1,618	1,650	1,683	1,717	1,751	1,786	10,204
Travel (mileage, lodging, and meals)	3,686	3,760	3,835	3,912	3,990	4,070	23,252
Program Support	4,346	4,433	4,522	4,613	4,706	4,800	27,421
Recruitment	1,297	636	648	661	675	688	4,605
Equipment	111	114	116	118	121	123	703
*COLA ( <u>2</u> %)							
*Indirect Costs ( <u>10</u> %)	28,416	29,330	30,354	31,424	32,543	33,718	185,785
<b>Total Expenses</b>	<b>312,576</b>	<b>322,628</b>	<b>333,895</b>	<b>345,665</b>	<b>357,970</b>	<b>370,899</b>	<b>2,043,633</b>

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

State of NH, Department of Corrections  
 Division of Medical & Forensic Services

RFP 17-09-GFMED, closing date: 5/12/2017

Vendor Initials: SM

Estimated Budget/Method of Payment  
Exhibit B-2

Position(s): Office Manager/Data Analyst

Quantity of each Position Proposed: 0.5 FTE

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	99,456.09	102,519.92	106,249.42	110,162.28	114,271.21	118,338.67	650,998
<b>Compensation:</b>							
•Salaries ( <u>3</u> % represents how much of a merit increase)	33,859	34,875	35,921	36,999	38,109	39,252	219,013
•Benefits ( <u>23</u> %)	7,662	8,194	8,773	9,402	10,086	10,716	54,833
<b>Total Compensation</b>	<b>41,521</b>	<b>43,069</b>	<b>44,694</b>	<b>46,400</b>	<b>48,194</b>	<b>49,968</b>	<b>273,846</b>
<b>Other Direct Expenses:</b>							
Professional Development	539	550	561	572	584	595	3,401
Travel (mileage, lodging, and meals)	1,229	1,253	1,278	1,304	1,330	1,357	7,751
Program Support	1,449	1,478	1,507	1,538	1,569	1,600	9,140
Recruitment	432	212	216	220	225	229	1,535
Equipment	37	38	39	39	40	41	234
•COLA ( <u>2</u> %)							
•Indirect Costs ( <u>10</u> %)	4,521	4,660	4,830	5,007	5,194	5,379	29,591
<b>Total Expenses</b>	<b>49,728</b>	<b>51,260</b>	<b>53,125</b>	<b>55,081</b>	<b>57,136</b>	<b>59,169</b>	<b>325,499</b>

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

State of NH, Department of Corrections  
Division of Medical & Forensic Services

RFP 17-09-GFMED, closing date: 5/12/2017

Vendor Initials: SN

**BUDGET WORK SHEETS**

**3. Estimated Budget: Treatment Service Sections**

**Submit separate Budgets for each Treatment Services Section.**

Secure Psychiatric Unit (SPU), Psychiatric Services, Concord  
Residential Treatment Unit (RTU), Psychiatric Services (Male)  
On-Call Psychiatric Services (All Prison and Transitional Work Centers)  
General Outpatient Behavioral Health Programs:  
    Northern Correctional Facility (NCF), Berlin  
    NH State Prison for Men (NHSP-M), Concord  
    Community Corrections – Men (THU & TWC), Concord  
    Community Corrections – Women (Shea Farm)  
    NH Correctional Facility for Women (NHCF-W), Goffstown  
Court Appointed Forensic Psychiatry/Psychological Evaluation Services  
Behavioral Health Training Facilitation (All Prison Sites)  
Psychiatric Behaviorist (All Prison Sites)  
Court Compliance Quality Improvement Monitoring

**Add the totals from your budget schedules for each year for the Treatment Service Section for which you are submitting a proposal. Do NOT include the On-Call Costs.**

3.1. **Name of Treatment Section:** Secure Psychiatric Unit (SPU)

3.2. **Contract Period Estimated Yearly Costs:**  
This section is a factor of the price category determinant of the Contract award.

3.2.1. **Year 1:** Estimated Total Cost, Year 1: \$ 883,631

3.2.2. **Year 2:** Estimated Total Cost, Year 2: \$ 911,693

3.2.3. **Year 3:** Estimated Total Cost, Year 3: \$ 943,010

3.2.4. **Year 4:** Estimated Total Cost, Year 4: \$ 975,682

3.2.5. **Estimated Contract Period Total Cost:** \$ 3,714,015

3.3. **Possible Extension Period Yearly Costs:**  
This section is a factor of the price category determinant of the Contract award.

3.3.1. **Year 1:** Estimated Total Cost, Year 1: \$ 1,009,789

3.3.2. **Year 2:** Estimated Total Cost, Year 2: \$ 1,045,563

3.3.3. **Estimated Extension Contract Period Total Cost:** \$ 2,055,353

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

**Estimated Budget/Method of Payment  
Exhibit B-1**

**2. Estimated Staff Budget:**  
(Attach Vendor Provided Detailed Worksheets, Exhibit B-2, for Proposal Response Purposes.)

**Proposal for Treatment Section:** Residential Treatment Unit (RTU)  
**Position(s):** Staff Psychiatrist (0.50), Psychiatric Nurse Practitioner (1.00)  
**Quantity of each Position Proposed:** Total Positions: 1.50

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	249,836	257,737	266,480	275,590	285,090	295,103	1,629,836
<b>Compensation:</b>							
*Salaries ( ____ % represents how much of a merit increase)	287,667	296,297	305,186	314,342	323,772	333,485	1,860,749
*Benefits ( 15 %)	41,960	44,570	47,391	50,442	53,746	57,461	295,570
<b>Total Compensation</b>	<b>329,628</b>	<b>340,867</b>	<b>352,577</b>	<b>364,784</b>	<b>377,518</b>	<b>390,946</b>	<b>2,156,318</b>
<b>Other Direct Expenses:</b>							
Professional Development	1,618	1,650	1,683	1,717	1,751	1,786	10,204
Travel (mileage, lodging, and meals)	3,686	3,760	3,835	3,912	3,990	4,070	23,252
Program Support	4,346	4,433	4,522	4,613	4,706	4,800	27,421
Recruitment	1,297	636	648	661	675	688	4,605
Equipment	111	114	116	118	121	123	703
*COLA ( 2.0 %)							
*Indirect Costs ( 10 %)	34,069	35,146	36,338	37,580	38,876	40,241	222,250
<b>Total Expenses</b>	<b>374,754</b>	<b>386,605</b>	<b>399,719</b>	<b>413,385</b>	<b>427,635</b>	<b>442,654</b>	<b>2,444,754</b>

\* utilize footnotes as appropriate to detail percentages by year.

**2.1. Definitions:**

**Compensation** – Salaries and Benefits, indicate merit increases in your proposals by percentages;

**Professional Development** – Continuing Education expenses;

**Travel** – Mileage Reimbursement, lodging, meals for travel for court appearances, on-call call backs, and between sites;

**Program Support** – All expenses related to treatment materials such as testing materials, software, reference books and other clinically necessary tools;

**Recruitment** – Costs associated with advertisements and expenses related to relocation of new recruits;

**Equipment** – Hardware such as computers, blackberry's, desks and other such office furniture;

**COLA** – Cost of living adjustments, indicate planned percentages; and

**Indirect Expenses** – Preference will be given to Vendor's with the lowest indirect cost percentages – Vendors shall indicate the percent. NH Department of Corrections is targeting a cap of 10%. Preference will be given to the Vendor with the lowest Indirect Cost percentage. **Provide and define the details of the calculated Indirect Cost percentage.**



**Estimated Budget/Method of Payment  
Exhibit B-2**

**2. Estimated Staff Budget**

(Attach Vendor Provided Detailed Worksheets, Exhibit B-2, for Proposal Response Purposes.)

Proposal for Treatment Section: Residential Treatment Unit (RTU)

Position(s): Staff Psychiatrist

Quantity of each Position Proposed: 0.5 FTE

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	371,222.86	382,706.88	395,133.76	408,031.77	421,424.72	435,641.10	2,414,161
<b>Compensation:</b>							
*Salaries ( <u>3</u> % represents how much of a merit increase)	149,537	154,023	158,643	163,403	168,305	173,354	967,264
*Benefits ( <u>10</u> %)	15,515	16,404	17,361	18,393	19,505	20,842	108,020
<b>Total Compensation</b>	165,052	170,427	176,005	181,795	187,809	194,196	1,075,284
<b>Other Direct Expenses:</b>							
Professional Development	539	550	561	572	584	595	3,401
Travel (mileage, lodging, and meals)	1,229	1,253	1,278	1,304	1,330	1,357	7,751
Program Support	1,449	1,478	1,507	1,538	1,569	1,600	9,140
Recruitment	432	212	216	220	225	229	1,535
Equipment	37	38	39	39	40	41	234
*COLA ( <u>2</u> %)							
*Indirect Costs ( <u>10</u> %)	16,874	17,396	17,961	18,547	19,156	19,802	109,735
<b>Total Expenses</b>	185,611	191,353	197,567	204,016	210,712	217,821	1,207,081

Position(s): Psychiatric Nurse Practitioner

Quantity of each Position Proposed: 1.0 FTE

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	189,143	195,252	202,152	209,369	216,923	224,834	1,237,673

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

**Estimated Budget/Method of Payment  
Exhibit B-2**

<b>Compensation:</b>							
*Salaries ( <u>3</u> % represents how much of a merit increase)	138,130	142,274	146,543	150,939	155,467	160,131	893,484
*Benefits ( <u>19</u> %)	26,446	28,166	30,029	32,050	34,241	36,619	187,550
<b>Total Compensation</b>	<b>164,576</b>	<b>170,440</b>	<b>176,572</b>	<b>182,988</b>	<b>189,708</b>	<b>196,750</b>	<b>1,081,034</b>
<b>Other Direct Expenses:</b>							
Professional Development	1,078	1,100	1,122	1,144	1,167	1,191	6,803
Travel (mileage, lodging, and meals)	2,457	2,506	2,557	2,608	2,660	2,713	15,501
Program Support	2,898	2,956	3,015	3,075	3,137	3,200	18,281
Recruitment	865	424	432	441	450	459	3,070
Equipment	74	76	77	79	80	82	469
*COLA ( <u>2</u> %)							
*Indirect Costs ( <u>10</u> %)	17,195	17,750	18,377	19,034	19,720	20,439	112,516
<b>Total Expenses</b>	<b>189,143</b>	<b>195,252</b>	<b>202,152</b>	<b>209,369</b>	<b>216,923</b>	<b>224,834</b>	<b>1,237,673</b>

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

State of NH, Department of Corrections  
Division of Medical & Forensic Services

RFP 17-09-GFMED, closing date: 5/12/2017

Vendor Initials: SW

**BUDGET WORK SHEETS**

**3. Estimated Budget: Treatment Service Sections**

**Submit separate Budgets for each Treatment Services Section.**

Secure Psychiatric Unit (SPU), Psychiatric Services, Concord  
Residential Treatment Unit (RTU), Psychiatric Services (Male)  
On-Call Psychiatric Services (All Prison and Transitional Work Centers)  
General Outpatient Behavioral Health Programs:  
    Northern Correctional Facility (NCF), Berlin  
    NH State Prison for Men (NHSP-M), Concord  
    Community Corrections – Men (THU & TWC), Concord  
    Community Corrections – Women (Shea Farm)  
    NH Correctional Facility for Women (NHCF-W), Goffstown  
Court Appointed Forensic Psychiatry/Psychological Evaluation Services  
Behavioral Health Training Facilitation (All Prison Sites)  
Psychiatric Behaviorist (All Prison Sites)  
Court Compliance Quality Improvement Monitoring

**Add the totals from your budget schedules for each year for the Treatment Service Section for which you are submitting a proposal. Do NOT include the On-Call Costs.**

3.1. **Name of Treatment Section:** Residential Treatment Unit (RTU)

3.2. **Contract Period Estimated Yearly Costs:**  
This section is a factor of the price category determinant of the Contract award.

3.2.1. **Year 1:** Estimated Total Cost, Year 1: \$ 374,754

3.2.2. **Year 2:** Estimated Total Cost, Year 2: \$ 386,605

3.2.3. **Year 3:** Estimated Total Cost, Year 3: \$ 399,719

3.2.4. **Year 4:** Estimated Total Cost, Year 4: \$ 413,385

3.2.5. **Estimated Contract Period Total Cost:** \$ 1,574,464

3.3. **Possible Extension Period Yearly Costs:**  
This section is a factor of the price category determinant of the Contract award.

3.3.1. **Year 1:** Estimated Total Cost, Year 1: \$ 427,635

3.3.2. **Year 2:** Estimated Total Cost, Year 2: \$ 442,654

3.3.3. **Estimated Extension Contract Period Total Cost:** \$ 870,290

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

**Estimated Budget/Method of Payment  
Exhibit B-1**

**2. Estimated Staff Budget:**

(Attach Vendor Provided Detailed Worksheets, Exhibit B-2, for Proposal Response Purposes.)

**Proposal for Treatment Section:** General Outpatient Behavior Program

**Position(s):** Chief Psychiatric Medical Director (1.00), Psychiatric Nurse Practitioner (5.00), Staff Psychiatrist (1.50) Mental Health Clinician (5.00), Staff Psychologist (0.20), Records Clerk (1.00), NGRJ Clinical Coordinator (1.00) Administrative Assistant (1.00), Program Manager (1.00)

**Quantity of each Position Proposed:** Total Positions: 16.70

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	177,656	183,206	189,509	196,087	202,958	210,085	1,159,501
<b>Compensation:</b>							
•Salaries ( _____% represents how much of a merit increase)	2,211,132	2,277,466	2,345,790	2,416,164	2,488,648	2,563,308	14,302,507
•Benefits ( <u>16</u> %)	362,897	386,002	411,009	438,097	467,457	498,506	2,563,968
<b>Total Compensation</b>	<b>2,574,029</b>	<b>2,663,467</b>	<b>2,756,799</b>	<b>2,854,260</b>	<b>2,956,106</b>	<b>3,061,813</b>	<b>16,866,475</b>
<b>Other Direct Expenses:</b>							
Professional Development	18,009	18,369	18,737	19,111	19,493	19,883	113,603
Travel (mileage, lodging, and meals)	41,038	41,858	42,696	43,550	44,421	45,309	258,871
Program Support	48,389	49,360	50,350	51,360	52,390	53,441	305,290
Recruitment	14,439	7,077	7,219	7,363	7,510	7,661	51,269
Equipment	1,241	1,266	1,291	1,317	1,343	1,370	7,828
•COLA ( <u>2.0</u> %)							
•Indirect Costs ( <u>10</u> %)	269,714	278,140	287,709	297,696	308,126	318,948	1,760,334
<b>Total Expenses</b>	<b>2,966,858</b>	<b>3,059,537</b>	<b>3,164,800</b>	<b>3,274,657</b>	<b>3,389,390</b>	<b>3,508,426</b>	<b>19,363,669</b>

\* utilize footnotes as appropriate to detail percentages by year.

**2.1. Definitions:**

Compensation – Salaries and Benefits, indicate merit increases in your proposals by percentages;

Professional Development – Continuing Education expenses;

Travel – Mileage Reimbursement, lodging, meals for travel for court appearances, on-call call backs, and between sites;

Program Support – All expenses related to treatment materials such as testing materials, software, reference books and other clinically necessary tools;

Recruitment – Costs associated with advertisements and expenses related to relocation of new recruits;

Equipment – Hardware such as computers, blackberry's, desks and other such office furniture;

COLA – Cost of living adjustments, indicate planned percentages; and

Indirect Expenses – Preference will be given to Vendor's with the lowest indirect cost percentages – Vendors shall indicate the percent. NH Department of Corrections is targeting a cap of 10%. Preference will be given to the Vendor with the lowest Indirect Cost percentage. **Provide and define the details of the calculated Indirect Cost percentage.**

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

Estimated Budget/Method of Payment  
Exhibit B-2

2. Estimated Staff Budget

(Attach Vendor Provided Detailed Worksheets, Exhibit B-2, for Proposal Response Purposes.)

Proposal for Treatment Section: General Outpatient Behavior Program

Position(s): Chief Psychiatric Medical Director

Quantity of each Position Proposed: 1.0 FTE

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	382,863	394,834	407,776	421,219	435,189	449,916	2,491,797
<b>Compensation:</b>							
*Salaries ( <u>3</u> % represents how much of a merit increase)	307,749	316,981	326,491	336,285	346,374	356,765	1,990,645
*Benefits ( <u>11</u> %)	32,937	34,897	37,012	39,293	41,758	44,605	230,501
<b>Total Compensation</b>	340,685	351,879	363,502	375,579	388,132	401,370	2,221,146
<b>Other Direct Expenses:</b>							
Professional Development	1,078	1,100	1,122	1,144	1,167	1,191	6,803
Travel (mileage, lodging, and meals)	2,457	2,506	2,557	2,608	2,660	2,713	15,501
Program Support	2,898	2,956	3,015	3,075	3,137	3,200	18,281
Recruitment	865	424	432	441	450	459	3,070
Equipment	74	76	77	79	80	82	469
*COLA ( <u>2</u> %)							
*Indirect Costs ( <u>10</u> %)	34,806	35,894	37,071	38,293	39,563	40,901	226,527
<b>Total Expenses</b>	382,863	394,834	407,776	421,219	435,189	449,916	2,491,797

Position(s): Psychiatric Nurse Practitioner

Quantity of each Position Proposed: 5.0 FTE

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	189,143	195,252	202,152	209,369	216,923	224,834	1,237,673

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

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Vendor Initials: SW

**Estimated Budget/Method of Payment  
Exhibit B-2**

<b>Compensation:</b>							
*Salaries ( <u>3</u> % represents how much of a merit increase)	690,652	711,372	732,713	754,694	777,335	800,655	4,467,420
*Benefits ( <u>19</u> %)	132,228	140,829	150,146	160,248	171,206	183,094	937,750
<b>Total Compensation</b>	<b>822,880</b>	<b>852,200</b>	<b>882,859</b>	<b>914,942</b>	<b>948,541</b>	<b>983,749</b>	<b>5,405,171</b>
<b>Other Direct Expenses:</b>							
Professional Development	5,392	5,500	5,610	5,722	5,836	5,953	34,013
Travel (mileage, lodging, and meals)	12,287	12,532	12,783	13,039	13,300	13,566	77,506
Program Support	14,488	14,778	15,075	15,377	15,686	16,000	91,404
Recruitment	4,323	2,119	2,161	2,205	2,249	2,294	15,350
Equipment	372	379	387	394	402	410	2,344
*COLA ( <u>2</u> %)							
*Indirect Costs ( <u>10</u> %)	85,974	88,751	91,887	95,168	98,601	102,197	562,579
<b>Total Expenses</b>	<b>945,715</b>	<b>976,260</b>	<b>1,010,762</b>	<b>1,046,847</b>	<b>1,084,615</b>	<b>1,124,169</b>	<b>6,188,367</b>

Position(s): Staff Psychiatrist

Quantity of each Position Proposed: 1.5 FTE

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	371,223	382,707	395,134	408,032	421,425	435,641	2,414,161
<b>Compensation:</b>							
*Salaries ( <u>3</u> % represents how much of a merit increase)	448,610	462,068	475,930	490,208	504,915	520,062	2,901,793
*Benefits ( <u>10</u> %)	46,545	49,212	52,084	55,178	58,514	62,527	324,059
<b>Total Compensation</b>	<b>495,155</b>	<b>511,280</b>	<b>528,014</b>	<b>545,386</b>	<b>563,428</b>	<b>582,589</b>	<b>3,225,853</b>
<b>Other Direct Expenses:</b>							
Professional Development	1,618	1,650	1,683	1,717	1,751	1,786	10,204
Travel (mileage, lodging, and meals)	3,686	3,760	3,835	3,912	3,990	4,070	23,252
Program Support							

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

**Estimated Budget/Method of Payment  
Exhibit B-2**

	4,346	4,433	4,522	4,613	4,706	4,800	27,421
Recruitment	1,297	636	648	661	675	688	4,605
Equipment	111	114	116	118	121	123	703
*COLA ( <u>2</u> %)							
*Indirect Costs ( <u>10</u> %)	50,621	52,187	53,882	55,641	57,467	59,406	329,204
<b>Total Expenses</b>	<b>556,834</b>	<b>574,060</b>	<b>592,701</b>	<b>612,048</b>	<b>632,137</b>	<b>653,462</b>	<b>3,621,242</b>

Position(s): Mental Health Clinician  
Quantity of each Position Proposed: 5.0 FTE

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	114,123	117,631	121,818	126,202	130,797	135,408	745,980
<b>Compensation:</b>							
*Salaries ( <u>3</u> % represents how much of a merit increase)	399,353	411,333	423,673	436,384	449,475	462,959	2,583,178
*Benefits ( <u>21</u> %)	82,529	88,045	94,029	100,526	107,584	114,310	587,022
<b>Total Compensation</b>	<b>481,882</b>	<b>499,378</b>	<b>517,703</b>	<b>536,910</b>	<b>557,059</b>	<b>577,269</b>	<b>3,170,200</b>
<b>Other Direct Expenses:</b>							
Professional Development	5,392	5,500	5,610	5,722	5,836	5,953	34,013
Travel (mileage, lodging, and meals)	12,287	12,532	12,783	13,039	13,300	13,566	77,506
Program Support	14,488	14,778	15,075	15,377	15,686	16,000	91,404
Recruitment	4,323	2,119	2,161	2,205	2,249	2,294	15,350
Equipment	372	379	387	394	402	410	2,344
*COLA ( <u>2</u> %)							
*Indirect Costs ( <u>10</u> %)	51,874	53,469	55,372	57,365	59,453	61,549	339,082
<b>Total Expenses</b>	<b>570,617</b>	<b>588,155</b>	<b>609,090</b>	<b>631,011</b>	<b>653,984</b>	<b>677,041</b>	<b>3,729,898</b>

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

State of NH, Department of Corrections  
Division of Medical & Forensic Services

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**Estimated Budget/Method of Payment  
Exhibit B-2**

Position(s): Staff Psychologist

Quantity of each Position Proposed: 0.2 FTE

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	199,632	205,389	211,863	218,569	225,519	233,317	1,294,288
<b>Compensation:</b>							
*Salaries ( <u>3</u> % represents how much of a merit increase)	30,855	31,781	32,734	33,716	34,728	35,769	199,583
*Benefits ( <u>13</u> %)	3,967	4,150	4,346	4,554	4,777	5,123	26,917
<b>Total Compensation</b>	<b>34,822</b>	<b>35,931</b>	<b>37,080</b>	<b>38,270</b>	<b>39,504</b>	<b>40,892</b>	<b>226,500</b>
<b>Other Direct Expenses:</b>							
Professional Development	216	220	224	229	233	238	1,361
Travel (mileage, lodging, and meals)	491	501	511	522	532	543	3,100
Program Support	580	591	603	615	627	640	3,656
Recruitment	173	85	86	88	90	92	614
Equipment	15	15	15	16	16	16	94
*COLA ( <u>2</u> %)							
*Indirect Costs ( <u>10</u> %)	3,630	3,734	3,852	3,974	4,100	4,242	23,533
<b>Total Expenses</b>	<b>39,926</b>	<b>41,078</b>	<b>42,373</b>	<b>43,714</b>	<b>45,104</b>	<b>46,663</b>	<b>258,858</b>

Position(s): Records Clerk

Quantity of each Position Proposed: 1.0 FTE

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	62,156	63,871	66,190	68,625	71,184	73,702	405,728
<b>Compensation:</b>							
*Salaries ( <u>3</u> % represents how much of a							

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



**Estimated Budget/Method of Payment  
Exhibit B-2**

merit increase)	39,304	40,483	41,698	42,949	44,237	45,565	254,237
*Benefits ( <u>25</u> %)	9,829	10,520	11,271	12,090	12,981	13,793	70,484
<b>Total Compensation</b>	<b>49,133</b>	<b>51,003</b>	<b>52,969</b>	<b>55,039</b>	<b>57,219</b>	<b>59,357</b>	<b>324,720</b>
<b>Other Direct Expenses:</b>							
Professional Development	1,078	1,100	1,122	1,144	1,167	1,191	6,803
Travel (mileage, lodging, and meals)	2,457	2,506	2,557	2,608	2,660	2,713	15,501
Program Support	2,898	2,956	3,015	3,075	3,137	3,200	18,281
Recruitment	865	424	432	441	450	459	3,070
Equipment	74	76	77	79	80	82	469
*COLA ( <u>2</u> %)							
*Indirect Costs ( <u>10</u> %)	5,651	5,806	6,017	6,239	6,471	6,700	36,884
<b>Total Expenses</b>	<b>62,156</b>	<b>63,871</b>	<b>66,190</b>	<b>68,625</b>	<b>71,184</b>	<b>73,702</b>	<b>405,728</b>

Position(s): NGRI Clinical Coordinator  
Quantity of each Position Proposed: 1.0 FTE

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	126,087	129,956	134,516	139,285	144,276	149,331	823,451
<b>Compensation:</b>							
*Salaries ( <u>3</u> % represents how much of a merit increase)	89,783	92,476	95,251	98,108	101,051	104,083	580,752
*Benefits ( <u>19</u> %)	17,469	18,604	19,834	21,167	22,614	24,028	123,716
<b>Total Compensation</b>	<b>107,252</b>	<b>111,080</b>	<b>115,084</b>	<b>119,275</b>	<b>123,665</b>	<b>128,111</b>	<b>704,469</b>
<b>Other Direct Expenses:</b>							
Professional Development	1,078	1,100	1,122	1,144	1,167	1,191	6,803
Travel (mileage, lodging, and meals)	2,457	2,506	2,557	2,608	2,660	2,713	15,501
Program Support	2,898	2,956	3,015	3,075	3,137	3,200	18,281
Recruitment	865	424	432	441	450	459	3,070

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**Estimated Budget/Method of Payment  
Exhibit B-2**

Equipment	74	76	77	79	80	82	469
*COLA ( <u>2</u> %)							
*Indirect Costs ( <u>10</u> %)	11,462	11,814	12,229	12,662	13,116	13,576	74,859
<b>Total Expenses</b>	<b>126,087</b>	<b>129,956</b>	<b>134,516</b>	<b>139,285</b>	<b>144,276</b>	<b>149,331</b>	<b>823,451</b>

Position(s): Administrative Assistant  
Quantity of each Position Proposed: 1.0 FTE

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	<b>83,877</b>	<b>86,469</b>	<b>89,713</b>	<b>93,125</b>	<b>96,718</b>	<b>100,208</b>	<b>550,110</b>
<b>Compensation:</b>							
*Salaries ( <u>3</u> % represents how much of a merit increase)	54,809	56,454	58,147	59,892	61,689	63,539	354,530
*Benefits ( <u>26</u> %)	14,070	15,093	16,207	17,420	18,742	19,914	101,446
<b>Total Compensation</b>	<b>68,879</b>	<b>71,547</b>	<b>74,354</b>	<b>77,312</b>	<b>80,431</b>	<b>83,453</b>	<b>455,976</b>
<b>Other Direct Expenses:</b>							
Professional Development	1,078	1,100	1,122	1,144	1,167	1,191	6,803
Travel (mileage, lodging, and meals)	2,457	2,506	2,557	2,608	2,660	2,713	15,501
Program Support	2,898	2,956	3,015	3,075	3,137	3,200	18,281
Recruitment	865	424	432	441	450	459	3,070
Equipment	74	76	77	79	80	82	469
*COLA ( <u>2</u> %)							
*Indirect Costs ( <u>10</u> %)	7,625	7,861	8,156	8,466	8,793	9,110	50,010
<b>Total Expenses</b>	<b>83,877</b>	<b>86,469</b>	<b>89,713</b>	<b>93,125</b>	<b>96,718</b>	<b>100,208</b>	<b>550,110</b>

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**Estimated Budget/Method of Payment  
Exhibit B-2**

Position(s): Program Manager

Quantity of each Position Proposed: 1.0 FTE

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	198,783	204,853	211,680	218,785	226,183	233,934	1,294,220
<b>Compensation:</b>							
*Salaries ( <u>3</u> % represents how much of a merit increase)	150,016	154,517	159,152	163,927	168,845	173,910	970,368
*Benefits ( <u>16</u> %)	23,324	24,652	26,081	27,621	29,282	31,113	162,072
<b>Total Compensation</b>	173,340	179,168	185,233	191,548	198,127	205,023	1,132,440
<b>Other Direct Expenses:</b>							
Professional Development	1,078	1,100	1,122	1,144	1,167	1,191	6,803
Travel (mileage, lodging, and meals)	2,457	2,506	2,557	2,608	2,660	2,713	15,501
Program Support	2,898	2,956	3,015	3,075	3,137	3,200	18,281
Recruitment	865	424	432	441	450	459	3,070
Equipment	74	76	77	79	80	82	469
*COLA ( <u>2</u> %)							
*Indirect Costs ( <u>10</u> %)	18,071	18,623	19,244	19,890	20,562	21,267	117,656
<b>Total Expenses</b>	198,783	204,853	211,680	218,785	226,183	233,934	1,294,220

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**BUDGET WORK SHEETS**

**3. Estimated Budget: Treatment Service Sections**

**Submit separate Budgets for each Treatment Services Section.**

Secure Psychiatric Unit (SPU), Psychiatric Services, Concord  
Residential Treatment Unit (RTU), Psychiatric Services (Male)  
On-Call Psychiatric Services (All Prison and Transitional Work Centers)  
General Outpatient Behavioral Health Programs:  
Northern Correctional Facility (NCF), Berlin  
NH State Prison for Men (NHSP-M), Concord  
Community Corrections – Men (THU & TWC), Concord  
Community Corrections – Women (Shea Farm)  
NH Correctional Facility for Women (NHCF-W), Goffstown  
Court Appointed Forensic Psychiatry/Psychological Evaluation Services  
Behavioral Health Training Facilitation (All Prison Sites)  
Psychiatric Behaviorist (All Prison Sites)  
Court Compliance Quality Improvement Monitoring

**Add the totals from your budget schedules for each year for the Treatment Service Section for which you are submitting a proposal. Do NOT include the On-Call Costs.**

3.1. **Name of Treatment Section:** General Outpatient Behavior Program

3.2. **Contract Period Estimated Yearly Costs:**

This section is a factor of the price category determinant of the Contract award.

3.2.1. Year 1: Estimated Total Cost, Year 1: \$ 2,966,858

3.2.2. Year 2: Estimated Total Cost, Year 2: \$ 3,059,537

3.2.3. Year 3: Estimated Total Cost, Year 3: \$ 3,164,800

3.2.4. Year 4: Estimated Total Cost, Year 4: \$ 3,274,657

3.2.5. Estimated Contract Period Total Cost: \$ 12,465,853

3.3. **Possible Extension Period Yearly Costs:**

This section is a factor of the price category determinant of the Contract award.

3.3.1. Year 1: Estimated Total Cost, Year 1: \$ 3,389,390

3.3.2. Year 2: Estimated Total Cost, Year 2: \$ 3,508,426

3.3.3. Estimated Extension Contract Period Total Cost: \$ 6,897,816

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

**Estimated Budget/Method of Payment  
Exhibit B-1**

**2. Estimated Staff Budget:**

(Attach Vendor Provided Detailed Worksheets, Exhibit B-2, for Proposal Response Purposes.)

**Proposal for Treatment Section:** Court Appointed Forensic Psychiatry/Psychological Evaluation Services

**Position(s):** Chief Forensic Evaluator (0.50), Forensic Evaluators-Psychologist (2.50),

Forensic Office Manager/Data Analyst (0.50), Records Clerk (0.50)

**Quantity of each Position Proposed:** Total Positions: 4.00

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	187,085	193,027	199,746	206,763	214,098	221,756	1,222,475
<b>Compensation:</b>							
*Salaries ( _____ % represents how much of a merit increase)	553,596	570,204	587,310	604,929	623,077	641,769	3,580,886
*Benefits ( 18 %)	97,223	103,467	110,225	117,547	125,484	134,039	687,985
<b>Total Compensation</b>	<b>650,819</b>	<b>673,670</b>	<b>697,535</b>	<b>722,476</b>	<b>748,561</b>	<b>775,809</b>	<b>4,268,870</b>
<b>Other Direct Expenses:</b>							
Professional Development	4,314	4,400	4,488	4,578	4,669	4,762	27,210
Travel (mileage, lodging, and meals)	9,829	10,026	10,226	10,431	10,640	10,852	62,005
Program Support	11,590	11,823	12,060	12,302	12,549	12,800	73,123
Recruitment	3,458	1,695	1,729	1,764	1,799	1,835	12,280
Equipment	297	303	309	315	322	328	1,875
*COLA ( 2.0 %)							
*Indirect Costs ( 10 %)	68,031	70,192	72,635	75,187	77,854	80,639	444,536
<b>Total Expenses</b>	<b>748,338</b>	<b>772,109</b>	<b>798,983</b>	<b>827,052</b>	<b>856,393</b>	<b>887,026</b>	<b>4,889,900</b>

\* utilize footnotes as appropriate to detail percentages by year.

**2.1. Definitions:**

**Compensation** – Salaries and Benefits, indicate merit increases in your proposals by percentages;

**Professional Development** – Continuing Education expenses;

**Travel** – Mileage Reimbursement, lodging, meals for travel for court appearances, on-call call backs, and between sites;

**Program Support** – All expenses related to treatment materials such as testing materials, software, reference books and other clinically necessary tools;

**Recruitment** – Costs associated with advertisements and expenses related to relocation of new recruits;

**Equipment** – Hardware such as computers, blackberry's, desks and other such office furniture;

**COLA** – Cost of living adjustments, indicate planned percentages; and

**Indirect Expenses** – Preference will be given to Vendor's with the lowest indirect cost percentages – Vendors shall indicate the percent. NH Department of Corrections is targeting a cap of 10%. Preference will be given to the Vendor with the lowest Indirect Cost percentage. **Provide and define the details of the calculated Indirect Cost percentage.**

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

**Estimated Budget/Method of Payment  
Exhibit B-2**

**2. Estimated Staff Budget**

(Attach Vendor Provided Detailed Worksheets, Exhibit B-2, for Proposal Response Purposes.)

Proposal for Treatment Section: Court Appointed Forensic Psychiatry/Psychological  
Evaluation Services

Position(s): Chief Forensic Evaluator

Quantity of each Position Proposed: 0.5 FTE

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	293,145.03	302,399.41	312,541.58	323,099.37	334,096.30	345,682.50	1,910,964
<b>Compensation:</b>							
*Salaries ( <u>3</u> % represents how much of a merit increase)	114,397	117,828	121,363	125,004	128,754	132,617	739,964
*Benefits ( <u>13</u> %)	15,165	16,095	17,099	18,185	19,360	20,689	106,594
<b>Total Compensation</b>	129,562	133,923	138,463	143,190	148,115	153,306	846,558
<b>Other Direct Expenses:</b>							
Professional Development	539	550	561	572	584	595	3,401
Travel (mileage, lodging, and meals)	1,229	1,253	1,278	1,304	1,330	1,357	7,751
Program Support	1,449	1,478	1,507	1,538	1,569	1,600	9,140
Recruitment	432	212	216	220	225	229	1,535
Equipment	37	38	39	39	40	41	234
*COLA ( <u>2</u> %)							
*Indirect Costs ( <u>10</u> %)	13,325	13,745	14,206	14,686	15,186	15,713	86,862
<b>Total Expenses</b>	146,573	151,200	156,271	161,550	167,048	172,841	955,482

Position(s): Forensic Evaluators-Psychologist

Quantity of each Position Proposed: 2.5 FTE

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	208,383.79	215,085.39	222,596.87	230,443.66	238,646.79	247,265.71	1,362,422

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**Estimated Budget/Method of Payment  
Exhibit B-2**

<b>Compensation:</b>							
*Salaries ( <u>3</u> % represents how much of a merit increase)	385,688	397,259	409,177	421,452	434,096	447,118	2,494,790
*Benefits ( <u>18</u> %)	69,481	73,917	78,718	83,915	89,547	95,738	491,316
<b>Total Compensation</b>	<b>455,169</b>	<b>471,176</b>	<b>487,894</b>	<b>505,367</b>	<b>523,643</b>	<b>542,856</b>	<b>2,986,106</b>
<b>Other Direct Expenses:</b>							
Professional Development	2,696	2,750	2,805	2,861	2,918	2,977	17,006
Travel (mileage, lodging, and meals)	6,143	6,266	6,392	6,519	6,650	6,783	38,753
Program Support	7,244	7,389	7,537	7,689	7,843	8,000	45,702
Recruitment	2,161	1,059	1,081	1,102	1,124	1,147	7,675
Equipment	186	189	193	197	201	205	1,172
*COLA ( <u>2</u> %)							
*Indirect Costs ( <u>10</u> %)	47,360	48,883	50,590	52,374	54,238	56,197	309,641
<b>Total Expenses</b>	<b>520,959</b>	<b>537,713</b>	<b>556,492</b>	<b>576,109</b>	<b>596,617</b>	<b>618,164</b>	<b>3,406,056</b>

Position(s): Forensic Office Manager/Data Analyst

Quantity of each Position Proposed: 0.5 FTE

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	99,456.09	102,519.92	106,249.42	110,162.28	114,271.21	118,338.67	650,998
<b>Compensation:</b>							
*Salaries ( <u>3</u> % represents how much of a merit increase)	33,859	34,875	35,921	36,999	38,109	39,252	219,013
*Benefits ( <u>23</u> %)	7,662	8,194	8,773	9,402	10,086	10,716	54,833
<b>Total Compensation</b>	<b>41,521</b>	<b>43,069</b>	<b>44,694</b>	<b>46,400</b>	<b>48,194</b>	<b>49,968</b>	<b>273,846</b>
<b>Other Direct Expenses:</b>							
Professional Development	539	550	561	572	584	595	3,401
Travel (mileage, lodging, and meals)	1,229	1,253	1,278	1,304	1,330	1,357	7,751
Program Support	1,449	1,478	1,507	1,538	1,569	1,600	9,140

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**Estimated Budget/Method of Payment  
Exhibit B-2**

Recruitment	432	212	216	220	225	229	1,535
Equipment	37	38	39	39	40	41	234
*COLA ( <u>2</u> %)							
*Indirect Costs ( <u>10</u> %)	4,521	4,660	4,830	5,007	5,194	5,379	29,591
<b>Total Expenses</b>	<b>49,728</b>	<b>51,260</b>	<b>53,125</b>	<b>55,081</b>	<b>57,136</b>	<b>59,169</b>	<b>325,499</b>

Position(s): Records Clerk  
Quantity of each Position Proposed: 0.5 FTE

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	62,155.96	63,871.33	66,189.68	68,624.60	71,184.39	73,702.04	405,728
<b>Compensation:</b>							
*Salaries ( <u>3</u> % represents how much of a merit increase)	19,652	20,242	20,849	21,474	22,119	22,782	127,118
*Benefits ( <u>25</u> %)	4,914	5,260	5,636	6,045	6,491	6,896	35,242
<b>Total Compensation</b>	<b>24,567</b>	<b>25,502</b>	<b>26,485</b>	<b>27,519</b>	<b>28,609</b>	<b>29,679</b>	<b>162,360</b>
<b>Other Direct Expenses:</b>							
Professional Development	539	550	561	572	584	595	3,401
Travel (mileage, lodging, and meals)	1,229	1,253	1,278	1,304	1,330	1,357	7,751
Program Support	1,449	1,478	1,507	1,538	1,569	1,600	9,140
Recruitment	432	212	216	220	225	229	1,535
Equipment	37	38	39	39	40	41	234
*COLA ( <u>2</u> %)							
*Indirect Costs ( <u>10</u> %)	2,825	2,903	3,009	3,119	3,236	3,350	18,442
<b>Total Expenses</b>	<b>31,078</b>	<b>31,936</b>	<b>33,095</b>	<b>34,312</b>	<b>35,592</b>	<b>36,851</b>	<b>202,864</b>

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Vendor Initials: 



**BUDGET WORK SHEETS**

**3. Estimated Budget: Treatment Service Sections**

**Submit separate Budgets for each Treatment Services Section.**

Secure Psychiatric Unit (SPU), Psychiatric Services, Concord  
Residential Treatment Unit (RTU), Psychiatric Services (Male)  
On-Call Psychiatric Services (All Prison and Transitional Work Centers)  
General Outpatient Behavioral Health Programs:  
Northern Correctional Facility (NCF), Berlin  
NH State Prison for Men (NHSP-M), Concord  
Community Corrections – Men (THU & TWC), Concord  
Community Corrections – Women (Shea Farm)  
NH Correctional Facility for Women (NHCF-W), Goffstown  
Court Appointed Forensic Psychiatry/Psychological Evaluation Services  
Behavioral Health Training Facilitation (All Prison Sites)  
Psychiatric Behaviorist (All Prison Sites)  
Court Compliance Quality Improvement Monitoring

**Add the totals from your budget schedules for each year for the Treatment Service Section for which you are submitting a proposal. Do NOT include the On-Call Costs.**

3.1. **Name of Treatment Section:** Court Appointed Forensic Psychiatry/Psychological Evaluation Services

3.2. **Contract Period Estimated Yearly Costs:**

This section is a factor of the price category determinant of the Contract award.

3.2.1. **Year 1:** Estimated Total Cost, Year 1: \$ 748,338

3.2.2. **Year 2:** Estimated Total Cost, Year 2: \$ 772,109

3.2.3. **Year 3:** Estimated Total Cost, Year 3: \$ 798,983

3.2.4. **Year 4:** Estimated Total Cost, Year 4: \$ 827,052

3.2.5. **Estimated Contract Period Total Cost:** \$ 3,146,482

3.3. **Possible Extension Period Yearly Costs:**

This section is a factor of the price category determinant of the Contract award.

3.3.1. **Year 1:** Estimated Total Cost, Year 1: \$ 856,393

3.3.2. **Year 2:** Estimated Total Cost, Year 2: \$ 887,026

3.3.3. **Estimated Extension Contract Period Total Cost:** \$ 1,743,419

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

**Estimated Budget/Method of Payment  
Exhibit B-1**

**2. Estimated Staff Budget:**

(Attach Vendor Provided Detailed Worksheets, Exhibit B-2, for Proposal Response Purposes.)

**Proposal for Treatment Section:** Behavioral Health Training Facilitation

**Position(s):** Quality Improvement Personnel/Trainer (0.20)

**Quantity of each Position Proposed:** Total Positions: 0.20

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	170,582	175,798	181,746	187,944	194,408	201,113	1,111,591
<b>Compensation:</b>							
•Salaries ( ____ % represents how much of a merit increase)	25,330	26,090	26,873	27,679	28,509	29,364	163,844
•Benefits ( 17 %)	4,210	4,461	4,732	5,023	5,339	5,673	29,438
<b>Total Compensation</b>	<b>29,540</b>	<b>30,551</b>	<b>31,604</b>	<b>32,702</b>	<b>33,848</b>	<b>35,037</b>	<b>193,283</b>
<b>Other Direct Expenses:</b>							
Professional Development	216	220	224	229	233	238	1,361
Travel (mileage, lodging, and meals)	491	501	511	522	532	543	3,100
Program Support	580	591	603	615	627	640	3,656
Recruitment	173	85	86	88	90	92	614
Equipment	15	15	15	16	16	16	94
•COLA ( 2.0 %)							
•Indirect Costs ( 10 %)	3,101	3,196	3,304	3,417	3,535	3,657	20,211
<b>Total Expenses</b>	<b>34,116</b>	<b>35,160</b>	<b>36,349</b>	<b>37,589</b>	<b>38,882</b>	<b>40,223</b>	<b>222,318</b>

\* utilize footnotes as appropriate to detail percentages by year.

**2.1. Definitions:**

**Compensation** – Salaries and Benefits, indicate merit increases in your proposals by percentages;

**Professional Development** – Continuing Education expenses;

**Travel** – Mileage Reimbursement, lodging, meals for travel for court appearances, on-call call backs, and between sites;

**Program Support** – All expenses related to treatment materials such as testing materials, software, reference books and other clinically necessary tools;

**Recruitment** – Costs associated with advertisements and expenses related to relocation of new recruits;

**Equipment** – Hardware such as computers, blackberry's, desks and other such office furniture;

**COLA** – Cost of living adjustments, indicate planned percentages; and

**Indirect Expenses** – Preference will be given to Vendor's with the lowest indirect cost percentages – Vendors shall indicate the percent. NH Department of Corrections is targeting a cap of 10%. Preference will be given to the Vendor with the lowest Indirect Cost percentage. Provide and define the details of the calculated Indirect Cost percentage.

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

Estimated Budget/Method of Payment  
Exhibit B-2

2. Estimated Staff Budget

(Attach Vendor Provided Detailed Worksheets, Exhibit B-2. for Proposal Response Purposes.)

Proposal for Treatment Section: Behavioral Health Training Facilitation

Position(s): Quality Improvement Personnel/Trainer

Quantity of each Position Proposed: 0.2 FTE

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	170,582	175,798	181,746	187,944	194,408	201,113	1,111,591
<b>Compensation:</b>							
*Salaries ( <u>3</u> % represents how much of a merit increase)	25,330	26,090	26,873	27,679	28,509	29,364	163,844
*Benefits ( <u>17</u> %)	4,210	4,461	4,732	5,023	5,339	5,673	29,438
<b>Total Compensation</b>	29,540	30,551	31,604	32,702	33,848	35,037	193,283
<b>Other Direct Expenses:</b>							
Professional Development	216	220	224	229	233	238	1,361
Travel (mileage, lodging, and meals)	491	501	511	522	532	543	3,100
Program Support	580	591	603	615	627	640	3,656
Recruitment	173	85	86	88	90	92	614
Equipment	15	15	15	16	16	16	94
*COLA ( <u>2</u> %)							
*Indirect Costs ( <u>10</u> %)	3,101	3,196	3,304	3,417	3,535	3,657	20,211
<b>Total Expenses</b>	34,116	35,160	36,349	37,589	38,882	40,223	222,318

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

State of NH, Department of Corrections  
Division of Medical & Forensic Services

RFP 17-09-GFMED, closing date: 5/12/2017

Vendor Initials: 

**BUDGET WORK SHEETS**

**3. Estimated Budget: Treatment Service Sections**

**Submit separate Budgets for each Treatment Services Section.**

- Secure Psychiatric Unit (SPU), Psychiatric Services, Concord
- Residential Treatment Unit (RTU), Psychiatric Services (Male)
- On-Call Psychiatric Services (All Prison and Transitional Work Centers)
- General Outpatient Behavioral Health Programs:
  - Northern Correctional Facility (NCF), Berlin
  - NH State Prison for Men (NHSP-M), Concord
  - Community Corrections – Men (THU & TWC), Concord
  - Community Corrections – Women (Shea Farm)
  - NH Correctional Facility for Women (NHCF-W), Goffstown
- Court Appointed Forensic Psychiatry/Psychological Evaluation Services
- Behavioral Health Training Facilitation (All Prison Sites)
- Psychiatric Behaviorist (All Prison Sites)
- Court Compliance Quality Improvement Monitoring

**Add the totals from your budget schedules for each year for the Treatment Service Section for which you are submitting a proposal. Do NOT include the On-Call Costs.**

3.1. **Name of Treatment Section:** Behavioral Health Training Facilitation \_\_\_\_\_

3.2. **Contract Period Estimated Yearly Costs:**  
This section is a factor of the price category determinant of the Contract award.

3.2.1. Year 1: Estimated Total Cost, Year 1: \$ 34,116

3.2.2. Year 2: Estimated Total Cost, Year 2: \$ 35,160

3.2.3. Year 3: Estimated Total Cost, Year 3: \$ 36,349

3.2.4. Year 4: Estimated Total Cost, Year 4: \$ 37,589

3.2.5. Estimated Contract Period Total Cost: \$ 143,214

3.3. **Possible Extension Period Yearly Costs:**  
This section is a factor of the price category determinant of the Contract award.

3.3.1. Year 1: Estimated Total Cost, Year 1: \$ 38,882

3.3.2. Year 2: Estimated Total Cost, Year 2: \$ 40,223

3.3.3. Estimated Extension Contract Period Total Cost: \$ 79,104

**Estimated Budget/Method of Payment  
Exhibit B-1**

**2. Estimated Staff Budget:**

(Attach Vendor Provided Detailed Worksheets, Exhibit B-2, for Proposal Response Purposes.)

**Proposal for Treatment Section:** Psychiatric Behaviorist

**Position(s):** Behavioral Analyst (1.00)

**Quantity of each Position Proposed:** Total Positions: 1.00

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	121,829	125,901	130,702	135,756	141,080	146,496	801,763
<b>Compensation:</b>							
*Salaries ( ____ % represents how much of a merit increase)	82,322	84,792	87,336	89,956	92,654	95,434	532,494
*Benefits ( 26 %)	21,059	22,602	24,281	26,111	28,106	30,100	152,258
<b>Total Compensation</b>	103,381	107,393	111,617	116,067	120,760	125,534	684,752
<b>Other Direct Expenses:</b>							
Professional Development	1,078	1,100	1,122	1,144	1,167	1,191	6,803
Travel (mileage, lodging, and meals)	2,457	2,506	2,557	2,608	2,660	2,713	15,501
Program Support	2,898	2,956	3,015	3,075	3,137	3,200	18,281
Recruitment	865	424	432	441	450	459	3,070
Equipment	74	76	77	79	80	82	469
*COLA ( 2.0 %)							
*Indirect Costs ( 10 %)	11,075	11,446	11,882	12,341	12,825	13,318	72,888
<b>Total Expenses</b>	121,829	125,901	130,702	135,756	141,080	146,496	801,763

\* utilize footnotes as appropriate to detail percentages by year.

**2.1. Definitions:**

Compensation – Salaries and Benefits, indicate merit increases in your proposals by percentages;

Professional Development – Continuing Education expenses;

Travel – Mileage Reimbursement, lodging, meals for travel for court appearances, on-call call backs, and between sites;

Program Support – All expenses related to treatment materials such as testing materials, software, reference books and other clinically necessary tools;

Recruitment – Costs associated with advertisements and expenses related to relocation of new recruits;

Equipment – Hardware such as computers, blackberry's, desks and other such office furniture;

COLA – Cost of living adjustments, indicate planned percentages; and

Indirect Expenses – Preference will be given to Vendor's with the lowest indirect cost percentages – Vendors shall indicate the percent. NH Department of Corrections is targeting a cap of 10%. Preference will be given to the Vendor with the lowest Indirect Cost percentage. **Provide and define the details of the calculated Indirect Cost percentage.**

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

**Estimated Budget/Method of Payment  
Exhibit B-2**

**2. Estimated Staff Budget**  
(Attach Vendor Provided Detailed Worksheets, Exhibit B-2, for Proposal Response Purposes.)

Proposal for Treatment Section: Psychiatric Behaviorist

Position(s): Behavior Analyst

Quantity of each Position Proposed: 1.0 FTE

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	121,829	125,901	130,702	135,756	141,080	146,496	801,763
<b>Compensation:</b>							
*Salaries ( <u>3</u> % represents how much of a merit increase)	82,322	84,792	87,336	89,956	92,654	95,434	532,494
*Benefits ( <u>26</u> %)	21,059	22,602	24,281	26,111	28,106	30,100	152,258
<b>Total Compensation</b>	103,381	107,393	111,617	116,067	120,760	125,534	684,752
<b>Other Direct Expenses:</b>							
Professional Development	1,078	1,100	1,122	1,144	1,167	1,191	6,803
Travel (mileage, lodging, and meals)	2,457	2,506	2,557	2,608	2,660	2,713	15,501
Program Support	2,898	2,956	3,015	3,075	3,137	3,200	18,281
Recruitment	865	424	432	441	450	459	3,070
Equipment	74	76	77	79	80	82	469
*COLA ( <u>2</u> %)							
*Indirect Costs ( <u>10</u> %)	11,075	11,446	11,882	12,341	12,825	13,318	72,888
<b>Total Expenses</b>	121,829	125,901	130,702	135,756	141,080	146,496	801,763

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

State of NH, Department of Corrections  
Division of Medical & Forensic Services

RFP 17-09-GFMED, closing date: 5/12/2017

Vendor Initials: SW

**BUDGET WORK SHEETS**

**3. Estimated Budget: Treatment Service Sections**

**Submit separate Budgets for each Treatment Services Section.**

Secure Psychiatric Unit (SPU), Psychiatric Services, Concord  
Residential Treatment Unit (RTU), Psychiatric Services (Male)  
On-Call Psychiatric Services (All Prison and Transitional Work Centers)  
General Outpatient Behavioral Health Programs:  
Northern Correctional Facility (NCF), Berlin  
NH State Prison for Men (NHSP-M), Concord  
Community Corrections – Men (THU & TWC), Concord  
Community Corrections – Women (Shea Farm)  
NH Correctional Facility for Women (NHCF-W), Goffstown  
Court Appointed Forensic Psychiatry/Psychological Evaluation Services  
Behavioral Health Training Facilitation (All Prison Sites)  
Psychiatric Behaviorist (All Prison Sites)  
Court Compliance Quality Improvement Monitoring

**Add the totals from your budget schedules for each year for the Treatment Service Section for which you are submitting a proposal. Do NOT include the On-Call Costs.**

3.1. Name of Treatment Section: Psychiatric Behaviorist

3.2. Contract Period Estimated Yearly Costs:

This section is a factor of the price category determinant of the Contract award.

3.2.1. Year 1: Estimated Total Cost, Year 1: \$ 121,829

3.2.2. Year 2: Estimated Total Cost, Year 2: \$ 125,901

3.2.3. Year 3: Estimated Total Cost, Year 3: \$ 130,702

3.2.4. Year 4: Estimated Total Cost, Year 4: \$ 135,756

3.2.5. Estimated Contract Period Total Cost: \$ 514,187

3.3. Possible Extension Period Yearly Costs:

This section is a factor of the price category determinant of the Contract award.

3.3.1. Year 1: Estimated Total Cost, Year 1: \$ 141,080

3.3.2. Year 2: Estimated Total Cost, Year 2: \$ 146,496

3.3.3. Estimated Extension Contract Period Total Cost: \$ 287,576

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

**Estimated Budget/Method of Payment  
Exhibit B-1**

**2. Estimated Staff Budget:**  
(Attach Vendor Provided Detailed Worksheets, Exhibit B-2, for Proposal Response Purposes.)

**Proposal for Treatment Section:** Court Compliance Quality Improvement Monitoring  
**Position(s):** Quality Improvement Personnel/Trainer (0.80)  
**Quantity of each Position Proposed:** Total Positions: 0.80

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	170,582	175,798	181,746	187,944	194,408	201,113	1,111,591
<b>Compensation:</b>							
•Salaries ( _____% represents how much of a merit increase)	101,320	104,359	107,490	110,715	114,036	117,457	655,377
•Benefits ( 17 %)	16,842	17,844	18,926	20,094	21,356	22,691	117,754
<b>Total Compensation</b>	118,162	122,204	126,416	130,809	135,392	140,149	773,131
<b>Other Direct Expenses:</b>							
Professional Development	863	880	898	916	934	952	5,442
Travel (mileage, lodging, and meals)	1,966	2,005	2,045	2,086	2,128	2,170	12,401
Program Support	2,318	2,365	2,412	2,460	2,510	2,560	14,625
Recruitment	692	339	346	353	360	367	2,456
Equipment	59	61	62	63	64	66	375
•COLA ( 2.0 %)							
•Indirect Costs ( 10 %)	12,406	12,785	13,218	13,669	14,139	14,626	80,843
<b>Total Expenses</b>	136,465	140,638	145,396	150,355	155,527	160,891	889,273

\* utilize footnotes as appropriate to detail percentages by year.

**2.1. Definitions:**

**Compensation** – Salaries and Benefits, indicate merit increases in your proposals by percentages:

**Professional Development** – Continuing Education expenses:

**Travel** – Mileage Reimbursement, lodging, meals for travel for court appearances, on-call call backs; and between sites;

**Program Support** – All expenses related to treatment materials such as testing materials, software, reference books and other clinically necessary tools:

**Recruitment** – Costs associated with advertisements and expenses related to relocation of new recruits;

**Equipment** – Hardware such as computers, blackberry's, desks and other such office furniture;

**COLA** – Cost of living adjustments, indicate planned percentages; and

**Indirect Expenses** – Preference will be given to Vendor's with the lowest indirect cost percentages – Vendors shall indicate the percent. NH Department of Corrections is targeting a cap of 10%. Preference will be given to the Vendor with the lowest Indirect Cost percentage. Provide and define the details of the calculated Indirect Cost percentage.

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



Estimated Budget/Method of Payment  
Exhibit B-2

2. Estimated Staff Budget

(Attach Vendor Provided Detailed Worksheets, Exhibit B-2, for Proposal Response Purposes.)

Proposal for Treatment Section: Court Compliance Quality Improvement Monitoring  
 Position(s): Quality Improvement Personnel/Trainer  
 Quantity of each Position Proposed: 0.8 FTE

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
<b>Estimated Expenses Per Position</b>	170,582	175,798	181,746	187,944	194,408	201,113	1,111,591
<b>Compensation:</b>							
*Salaries ( <u>3</u> % represents how much of a merit increase)	101,320	104,359	107,490	110,715	114,036	117,457	655,377
*Benefits ( <u>17</u> %)	16,842	17,844	18,926	20,094	21,356	22,691	117,754
<b>Total Compensation</b>	<b>118,162</b>	<b>122,204</b>	<b>126,416</b>	<b>130,809</b>	<b>135,392</b>	<b>140,149</b>	<b>773,131</b>
<b>Other Direct Expenses:</b>							
Professional Development	863	880	898	916	934	952	5,442
Travel (mileage, lodging, and meals)	1,966	2,005	2,045	2,086	2,128	2,170	12,401
Program Support	2,318	2,365	2,412	2,460	2,510	2,560	14,625
Recruitment	692	339	346	353	360	367	2,456
Equipment	59	61	62	63	64	66	375
*COLA ( <u>2</u> %)							
*Indirect Costs ( <u>10</u> %)	12,406	12,785	13,218	13,669	14,139	14,626	80,843
<b>Total Expenses</b>	<b>136,465</b>	<b>140,638</b>	<b>145,396</b>	<b>150,355</b>	<b>155,527</b>	<b>160,891</b>	<b>889,273</b>

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

State of NH, Department of Corrections  
Division of Medical & Forensic Services

RFP 17-09-GFMED, closing date: 5/12/2017

Vendor Initials: SW

**BUDGET WORK SHEETS**

**3. Estimated Budget: Treatment Service Sections**

Submit separate Budgets for each Treatment Services Section.

Secure Psychiatric Unit (SPU), Psychiatric Services, Concord  
Residential Treatment Unit (RTU), Psychiatric Services (Male)  
On-Call Psychiatric Services (All Prison and Transitional Work Centers)  
General Outpatient Behavioral Health Programs:  
Northern Correctional Facility (NCF), Berlin  
NH State Prison for Men (NHSP-M), Concord  
Community Corrections – Men (THU & TWC), Concord  
Community Corrections – Women (Shea Farm)  
NH Correctional Facility for Women (NHCF-W), Goffstown  
Court Appointed Forensic Psychiatry/Psychological Evaluation Services  
Behavioral Health Training Facilitation (All Prison Sites)  
Psychiatric Behaviorist (All Prison Sites)  
Court Compliance Quality Improvement Monitoring

Add the totals from your budget schedules for each year for the Treatment Service Section for which you are submitting a proposal. Do NOT include the On-Call Costs.

3.1. Name of Treatment Section: Court Compliance Quality Improvement Monitoring

3.2. Contract Period Estimated Yearly Costs:

This section is a factor of the price category determinant of the Contract award.

3.2.1. Year 1: Estimated Total Cost, Year 1: \$ 136,465

3.2.2. Year 2: Estimated Total Cost, Year 2: \$ 140,638

3.2.3. Year 3: Estimated Total Cost, Year 3: \$ 145,396

3.2.4. Year 4: Estimated Total Cost, Year 4: \$ 150,355

3.2.5. Estimated Contract Period Total Cost: \$ 572,855

3.3. Possible Extension Period Yearly Costs:

This section is a factor of the price category determinant of the Contract award.

3.3.1. Year 1: Estimated Total Cost, Year 1: \$ 155,527

3.3.2. Year 2: Estimated Total Cost, Year 2: \$ 160,891

3.3.3. Estimated Extension Contract Period Total Cost: \$ 316,418

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

**BUDGET WORK SHEETS**

**4. Estimated Budget: On-Call Schedule**

**4.1. Contract Period Estimated Yearly On-Call Costs**

This section is a factor of the price category determinant of the contract award.

**4.1.1. Year 1:**

Monday - Friday: 16 hrs/day for 251 weekdays (non-holiday) X \$ 215.81 /day =  
\$ 54,168

Weekends/Holidays: 24 hrs/day for 104 weekend days and 10 Holidays X \$ 323.00  
day = \$ 36,822

Call Backs: Historically, 10 Call Backs a month X \$ 378.00 /Call Back X 12 months  
= \$ 45,360

**Estimated Total Cost, Year 1: \$ 136,350**

**4.1.2. Year 2:**

Monday - Friday: 16 hrs/day for 251 weekdays (non-holiday) X \$ 223.63 /day =  
\$ 56,131

Weekends/Holidays: 24 hrs/day for 104 weekend days and 10 Holidays X \$ 334.50  
day = \$ 38,133

Call Backs: Historically, 10 Call Backs a month X \$ 390.50 /Call Back X 12 months  
= \$ 46,860

**Estimated Total Cost, Year 2: \$ 141,124**

**4.1.3. Year 3:**

Monday - Friday: 16 hrs/day for 252 weekdays (non-holiday) X \$ 230.71 /day =  
\$ 58,139

Weekends/Holidays: 24 hrs/day for 104 weekend days and 10 Holidays X \$ 346.00  
day = \$ 39,444

Call Backs: Historically, 10 Call Backs a month X \$ 404.00 /Call Back X 12 months  
= \$ 48,480

**Estimated Total Cost, Year 3: \$ 146,063**

**4.1.4. Year 4:**

Monday - Friday: 16 hrs/day for 251 weekdays (non-holiday) X \$ 240.33 /day =  
\$ 60,323

Weekends/Holidays: 24 hrs/day for 104 weekend days and 10 Holidays X \$ 358.00  
day = \$ 40,812

Call Backs: Historically, 10 Call Backs a month X \$ 417.00 /Call Back X 12 months  
= \$ 50,040

**Estimated Total Cost, Year 4: \$ 151,175**

**4.1.5. Estimated Four Year On-Call Total Cost: \$ 574,712**

Estimated Budget/Method of Payment  
Exhibit B-4

4.2. **Possible Extension Period Estimated Yearly On-Call Costs**

This section is a factor of the price category determinant of the Contract award.

4.2.1. **Year 1:**

Monday - Friday: 16 hrs/day for 251 weekdays (non-holiday) X \$ 248.31/day =  
\$ 62,326

Weekends/Holidays: 24 hrs/day for 104 weekend days and 10 Holidays X \$ 370.00  
day = \$ 42,180

Call Backs: Historically, 10 Call Backs a month X \$ 433.00/Call Back X 12 months  
= \$ 51,960

**Estimated Extension Contract Period Total Cost, Year 1: \$ 156,466**

4.2.2. **Year 2:**

Monday - Friday: 16 hrs/day for 251 weekdays (non-holiday) X \$ 256.60/day =  
\$ 64,407

Weekends/Holidays: 24 hrs/day for 104 weekend days and 10 Holidays X 384.00  
day = \$ 43,776

Call Backs: Historically, 10 Call Backs a month X \$ 448.00/Call Back X 12 months  
= \$ 53,760

**Estimated Extension Contract Period Total Cost, Year 2: \$ 161,943**

4.2.3. **Estimated Extension Contract Period Total Cost: \$ 318,409**

The remainder of this page is intentionally blank.

**5. Method of Payment:**

- 5.1. Services are to be invoiced monthly commencing thirty (30) days after the start of service. Due dates for monthly invoices will be the 15<sup>th</sup> of the month following the month in which services are provided.
- 5.2. Invoices shall be submitted no later than sixty (60) days post-date of services rendered.
- 5.3. Invoices shall be sent to the NH Department of Corrections, c/o Director of Medical & Forensic Services, PO Box 1806, Concord, NH 03302-1806
- 5.4. Once approved, the original invoices shall be forwarded to the Accounts Payable unit of the Department's Bureau of Financial Services for processing and issuance of payment.
- 5.5. The NH Department of Corrections may make adjustments to the payment amount identified on a Vendors monthly invoice. The NH Department of Corrections shall suspend payment to an invoice if an invoice is not submitted in accordance with the instructions established by the NH Department of Corrections.
- 5.6. The NH Department of Corrections Bureau of Financial Services may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall contain the following information, but not limited to:
  - 5.6.1. Invoice date & number;
  - 5.6.2. Description of services rendered including detail of position with employee names being billed for and list of vacancies including any reimbursement or reduction in Invoice amount pursuant to Section 5.9, below;
  - 5.6.3. Dates of said service(s); and
  - 5.6.4. Cost of services.
- 5.7. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618.
- 5.8. For contracting purposes, the State's Fiscal Calendar Year starts on July 1st and ends on June 30<sup>th</sup> of the following year. For budgeting purposes, year one (1) of the Contract shall end on June 30, 2018.
- 5.9. If any position as identified in the Contractor's staffing pattern remains vacant for more than thirty (30) consecutive days below the required fulfillment percentage requirement as identified in the Performance Evaluation provision of the Section D, Scope of Services, Exhibit A, Section 13.11 - 13.15, the Contractor shall be required to reimburse the NH Department of Corrections on a monthly basis. The reimbursement amount shall be set at 1 ½ times the hourly wage, Step eight (8), of a like position determined by the standards of the Department of Administrative Services, Division of Personnel or similarly to the NH Hospital wage classification plus applicable federal taxes and the State's retirement benefits multiplied by the amount of hours per shift for each day the position remains vacant. This reimbursement methodology will compensate the NH Department of Corrections outlay to pay for additional temporary services not provided by the Contractor and/or overtime expenses.

**6. Appropriation of Funding:**

- 6.1. The Contractor shall agree that the funds expended for the purposes of the Contract must be appropriated by the General Court of the State of New Hampshire for each State fiscal year included within the Contract period. Therefore, the Contract shall automatically terminate without penalty or termination costs if such funds are not fully appropriated.

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

**SECTION F: Special Provisions, Exhibit C**

**1. Special Provisions:**

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

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



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

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

William L. Wrenn  
Commissioner

Robin H. Maddaus  
Director

**ADDENDUM # 1 to RFP 17-09-GFMED**

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

**RFP: 17-09-GFMED Outpatient and Inpatient Psychiatric Services**

RFP Deadline: May 12, 2017, no later than 2:00 EST

(1) Addendum Descriptor: Change/Correction/Clarification: Header for Scope of Services, Exhibit A, p. 33 of 44.

**Delete:** Header title: "Estimated Budget/Method of Payment, Exhibit B" p. 33 of 44.

**Insert:** Header title: "Scope of Services, Exhibit A" p. 33 of 44.

(1) Addendum Descriptor: Change/Correction/Clarification: Header for Scope of Services, Exhibit A, p. 34 of 44.

**Delete:** Header title: "Estimated Budget/Method of Payment, Exhibit B" p. 34 of 44.

**Insert:** Header title: "Scope of Services, Exhibit A" p. 34 of 44.

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

State of NH, Department of Corrections  
Division of Medical & Forensic Services

RFP 17-09-GFMED, closing date: 5/12/2017

Vendor Initials: SW



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

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

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

William L. Wrenn  
Commissioner

Robin H. Maddaus  
Director

**ADDENDUM # 2 to RFP 17-09-GFMED**

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

**RFP: 17-09-GFMED Outpatient and Inpatient Psychiatric Services**

RFP Deadline: May 12, 2017, no later than 2:00 EST

(1) Addendum Descriptor: Change/Correction/Clarification: Footer for Scope of Services, Exhibit A, p. 2 of 44.

Delete: Footer title: "RFP 13-01-GFMED, closing date: 3/29/2013" p. 2 of 44.

Insert: Footer title: "RFP 17-09-GFMED, closing date: 5/12/2017" 2. 33 of 44.

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

State of NH, Department of Corrections  
Division of Medical & Forensic Services

RFP 17-09-GFMED, closing date: 5/12/2017

Vendor Initials: SW





STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

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

William L. Wrenn  
Commissioner

Robin H. Maddaus  
Director

**ADDENDUM # 3 to RFP 17-09-GFMED**  
**THIS DOCUMENT SHALL BE INITIALED BY THE CONTRACT SIGNATORY AND**  
**SUBMITTED WITH THE VENDOR'S BID RESPONSE.**

**RFP: 17-09-GFMED Outpatient and Inpatient Psychiatric Services**  
RFP Deadline: May 12, 2017, no later than 2:00 EST

- (1) Addendum Descriptor to Addendum # 2: Change/Correction/Clarification: from "Footer for Scope of Services, Exhibit A" to "Footer for Request for Proposal (RFP), Terms and Conditions" p. 2 of 44.
- (2) Addendum Descriptor: Change/Correction/Clarification: Scope of Services, Exhibit A, p. 23 of 44.  
Delete: "5.4. NHDOC Required Staff by Position, Site and FTE: The following chart below defines the required staffing pattern to respond to the RFP".

Required Staffing by Position	Service Area/Facility	Quantity by FTE
Chief Psychiatric Medical Director	All Sites	1
Chief Forensic Evaluator	SPU/HQ	1
Psychiatric Nurse Practitioner	NHCF-W	1
Staff Psychiatrist	NHSP-M	0.5
Staff Psychiatrist	SPU/RTU	1
Staff Psychiatrist	NHSP-M/CC	1
Psychiatric Nurse Practitioner	NCF	1
Psychiatric Nurse Practitioner	NHSP-M	3
Psychiatric Nurse Practitioner	SPU/RTU	2
Mental Health Clinician	NHSP-M	1
Mental Health Clinician	NHCF-W	2
Mental Health Clinician	NCF	1
Staff Psychologist	All Sites	0.2
Forensic Evaluators (FE) – Psychologists	SPU/HQ	3.0
Forensic Office Manager/Data Analysis – FE	SPU/HQ	1
Records Clerk	NHCF-W/FE	1.5
Mental Health Clinician	CC	1
Behavior Analyst	All Sites	1
Quality Improvement Personnel/Trainer	HQ/All Sites	1
NGRI Clinical Coordinator	HQ	1
Administrative Assistant	HQ	1
Program Manager (PM)	HQ	1
<b>Total Required Staffing by Position, Site and FTE</b>		<b>*27.2</b>

Note: \*FTE = 40 hours a week with a preference for 1 person to 1 FTE position

Promoting Public Safety through Integrity, Respect and Professionalism

Insert: "5.4. NHDOC Required Staff by Position, Site and FTE: The following chart below defines the required staffing pattern to respond to the RFP".

Required Staffing by Position	Service Area/Facility	Quantity by FTE
Chief Psychiatric Medical Director	All Sites	1
Chief Forensic Evaluator	SPU/HQ	1
Psychiatric Nurse Practitioner	NHCF-W	1
Staff Psychiatrist	NHSP-M	0.5
Staff Psychiatrist	SPU/RTU	1
Staff Psychiatrist	NHSP-M/CC	1
Psychiatric Nurse Practitioner	NCF	1
Psychiatric Nurse Practitioner	NHSP-M	3
Psychiatric Nurse Practitioner	SPU/RTU	2
Mental Health Clinician	NHSP-M	1
Mental Health Clinician	NHCF-W	2
Mental Health Clinician	NCF	1
Staff Psychologist	All Sites	0.2
Forensic Evaluators (FE) – Psychologists	SPU/HQ	4.0
Forensic Office Manager/Data Analysis – FE	SPU/HQ	1
Records Clerk	NHCF-W/FE	1.5
Mental Health Clinician	CC	1
Behavior Analyst	All Sites	1
Quality Improvement Personnel/Trainer	HQ/All Sites	1
NGRI Clinical Coordinator	HQ	1
Administrative Assistant	HQ	1
Program Manager (PM)	HQ	1
<b>Total Required Staffing by Position, Site and FTE</b>		<b>*28.2</b>

Note: \*FTE = 40 hours a week with a preference for 1 person to 1 FTE position

(3) Addendum Descriptor: Change/Correction/Clarification: Scope of Services, Exhibit A, p. 31 of 44.

Insert: 13.20 "Other General Service Provisions:"

- 13.20.1. The Contractor shall enter information into the Department supplied health record according to the Department's policy and procedure directives.
- 13.20.2. The Contractor shall adhere to Department's confidentiality policy and procedure directives.
- 13.20.3. The Contractor shall provide appropriate representatives to serve on and attend all committee meetings as required by the Department's Division of Medical & Forensic Services.
- 13.20.4. The Contractor shall adhere to and maintain compliance with the following: consent decrees, Court orders, court order mediation, state laws and regulations, state administrative rules, Departmental policy and procedure directives and accreditation standards as applicable.
- 13.20.5. The Contractor must ensure that qualified licensed, certified and/or qualified health professionals shall provide the services required, as set forth in any federal or state laws, statutes, or regulations as presently enacted, or, which may hereafter be enacted and which are applicable to the Department's facilities and

Promoting Public Safety through Integrity, Respect and Professionalism

Health Care Programs. The Contractor shall not hire any of the following individuals for placement in a NH Department of Corrections facility:

- Ex-felons;
- Relatives of currently incarcerated felons, without prior approval of the State;
- Proposed staff with restrictions on out of state and/or State of NH licenses and or certifications;
- Proposed staff whose licenses and/or certification have been revoked and reinstated from other States and/or the State of NH;
- Proposed staff on the National Offender Database;
- History of drug diversion;
- No former State of NH employee who was dismissed for cause; and
- No proposed staff previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections.

13.20.6. The Contractor and its staff must possess the credentials, licenses and/or certificates required by law and regulations to provide the services required. All Contractor staff shall be proficient in the English language; shall be able to speak fluently, understand oral and written communications and shall write effectively.

13.20.7. The Department's Division of Medical & Forensic Services and Contractor shall mutually determine whether a person is properly qualified. The Contractor shall provide copies of licenses, certifications and all materials requested by the Department including a signed application for employment as outlined herein *prior* to each assigned personnel providing services at NH Department of Corrections facilities. The documents shall be received by the Director of Medical and Forensic Services or designee and be kept on file throughout the term of the Contract. The Contractor or subcontractor shall establish policies and procedures to verify all personnel employed have and shall maintain current licenses, registrations, continuing education, experience or certifications as required by Federal and NH State law and Department policies and procedures and that no restrictions exist on said licensures and certifications for the life of the Contract. The Department reserves the right to refuse placement of any Contractor proposed staff with or without cause.

13.20.8. The Contractor shall maintain current policies and procedures that define the credentialing process in detail and make available for review to the Department's Division of Medical & Forensic Services credentialing information that includes: signed application, verification of education, training and work history, professional references, malpractice claims history, results of National Practitioner Data Bank Query, current license to practice, board or specialty certification, evidence of review of health status, DEA certificates, lack of present illicit drug use, CPR certification and maintenance of credential folders for all health care providers and staff employed by the Contractor and/or subcontractor that contain the items required for a Contractor's employees.

13.20.9. The Contractor shall provide to the Department's Division of Medical & Forensic Services all credentialing information required in 13.20.6., 13.20.7. & 13.20.8., above, prior to the performance of any services under contract and within one (1) month of the renewal date of the credential and; prior to employment or at any other time, the Contractor shall, upon the Department's Division of Medical and Forensic Service's request, have each of its employees and those of a subcontractor who provide services under this contract supply the Department's Division of Medical & Forensic Services with the employee's Social Security Number, date of birth, fingerprints and any other data with the

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Promoting Public Safety through Integrity, Respect and Professionalism

- Department may require to conduct a criminal history check. The criminal history check shall be conducted prior to an employee's assignment to a NH Department of Corrections facility/location.
- 13.20.10. The Contractor shall ensure all proposed Contractor staff have a health exam and or screening to ensure they are free of infectious or communicable diseases. The Contractor shall certify in writing that all health screens and exams have been accomplished.
- 13.20.11. The Department may, at its sole discretion, remove from or refuse admittance to any Department facility/location 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 who was removed or denied access is delivered.
- 13.20.12. The NH Department of Corrections shall determine the shifts to be worked and shall not have any obligation to the Contractor for any minimum number of shifts requested.
- 13.20.13. In performing the services specified by the Department, the Contractor employees shall remain employees of the Contractor. The Contractor shall pay all wages, benefits and applicable taxes on behalf of the Medical, Nursing, Dental and Medical Record professionals. The Contractor shall pay all Federal and State taxes to include Federal Social Security and State Unemployment Compensation taxes.
- 13.20.14. The Department's medical/administrative staff shall not be required and/or requested by the Contractor to enter into legal Contracts, Agreements and/or Obligations on behalf of the Department of Corrections.
- 13.20.15. The Contractor, not the State, shall be responsible for expenses incurred by the Contractor's professional staff for and maintaining current Federal and State licensures, certifications and continuing education.
- 13.20.16. The Contractor shall provide to its Staff pre-service and annual in-service training on subjects related to Healthcare Services, as well as orientation to Department's policies and procedures including, but not limited to suicide prevention, prescribing practices, infection control, etc. Under this provision the term, "Staff", refers to the Contractor's employees, the Contractor's sub-Contractors, employees of a sub-Contractor and the Department's Division of Medical & Forensic Services prescribing provider staff. At the initiation of the Contract and within the first thirty (30) days of a new staff member's Contracted service, the Contractor shall provide to the Department's Division of Medical & Forensic Services and to each Staff member to be trained a schedule and program for in-service training. Training shall include the applicable practice requirements of any regulatory body. The Contractor shall provide on-going training to all Contractor and/or sub-Contractor employee staff for any new or current policies, procedures, directives, protocols, manuals, et cetera within thirty (30) days, after the request of the Director of Medical & Forensic Services or designee, for the life of the Contract and any renewals thereof. For any new or current policies, procedures, directives, protocols, manuals, et cetera that affects the security of NH Department of Corrections, the Contractor and/or sub-Contractor employee staff and/or female or male offender/patient population, the Contractor shall work collaboratively with the Director of Security & Training. The Contractor shall provide annual training as appropriate to all staff. The Contractor is responsible for creating and maintaining on-site documentation of all training listed in this section.

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Promoting Public Safety through Integrity, Respect and Professionalism

- 13.20.17. The Division Director for Medical/Forensic Services may order the Contractor to take specific actions the Department deems medically or administratively appropriate.
- 13.20.18. The Contractor shall implement the Thirty (30) Day Transitional Plan to be ready to provide services beginning July 1, 2017 as stated in the Contractors submitted Proposal and approved by NH Department of Corrections.
- 13.20.19. The Contractor shall adhere to the Department's Division of Medical & Forensic Services approved Monthly Facility Services Schedule (MFSS). The MFSS shall comply with the Contractor's staffing and services plan submitted in its proposal and approved by the NH Department of Corrections.
- 13.20.20. In accordance with its MFSS, the Contractor shall employ the number and types of personnel necessary to effectively provide the services required by the Department's Division of Medical & Forensic Services at the facilities/locations throughout the state identified in Exhibit A herein. If requirements or conditions change, the Department's Division of Medical & Forensic Services may direct minor variations to the MFSS. Otherwise, the Contractor shall provide whatever additional number and types of personnel as are necessary to provide the services, without additional reimbursement. The Contractor shall describe in writing to the Department's Division of Medical & Forensic Services how vacancies of required staffing positions will be recruited/replaced within five (5) business days of the staff position's notice of termination. The Contractor shall provide a written action plan to the Department's Division of Medical & Forensic Services to replace required personnel, i.e. locum tenens, temporary staffing service, et cetera, if the required position will be vacant for more than thirty (30) days without additional reimbursement from the Department.
- 13.20.21. The MFSS shall comply with the following requirements: provide full name, credentials (e.g. MD, LICSW, Psychologists, APRN's & etc.) and Full Time Equivalent (FTE) of every individual assigned to a position on the schedule for the month; shall ensure personnel are qualified and licensed to perform assigned duties; provide times and locations of all clinic and support services to be provided; provide time and locations of all training activities, administrative, clinical and management meetings, scheduled days off etc.; provide to the Department's Division of Medical & Forensic Services the monthly schedule no later than ten (10) days prior to the first day of the beginning of each service month; the Contractor shall provide a staffing report by position, credentials and FTE, indicating the position hours not properly filled (will include all changes from the monthly schedule, i.e. unscheduled meetings, training, leave, etc.) on the 10<sup>th</sup> day of the month following the month reported. The Contractor shall work collaboratively with the Department to reconcile any deficiencies of unfilled positions and variances to FTE's. The Contractor shall coordinate the granting of paid time off with the Department's Division of Medical & Forensic Services to ensure coverage of clinical services and such coverage will be reflected in the monthly MFSS. The Contractor shall be required to coordinate scheduling with any other Contracted Vendor's staff or Department staff that provides clinical or other services in creation of the monthly schedule.
- 13.20.22. The Contractor shall be responsible for a time and attendance system that documents, verifies and ensures all Contractor staff work the scheduled hours assigned daily. No Contractor staff shall be granted an exemption from this

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

- requirement. The Contractor shall provide to the Department's Division of Medical & Forensic Services upon request, access to this documentation.
- 13.20.23. The Contractor shall participate in a comprehensive Quality Improvement (QI) program that objectively assesses the health care outcomes of the inmate/patient population. The QI program will be linked to the UM program to assess high cost/ high volume psychotropic medications in order to ensure cost effective psychiatric care. The Department's Division of Medical & Forensic Services is requesting the Contractor provide a one (1) page proposal describing how they would provide this service and how they currently perform this function in other correctional service contracts.
- 13.20.24. The Contracted employees associated with the result of this Contract will administratively report to the State NH Department of Corrections Director of Medical & Forensic Services or designee to ensure compliance with the policies and procedures of the Department and State laws and administrative rules in addition to any contracted Manager working on behalf of the Contractor to facilitate the Contract. The goal is work collaboratively with the State in managing the staff to ensure compliance with the Contract as well as appropriate delivery of care.
- 13.20.25. All staff associated with these services requested by the NH Department of Corrections may be deployed to other facilities/locations as needs arise to achieve the goals of the Department.
- 13.20.26. The Contractor shall provide a Full Time Equivalent staffing pattern of all positions proposed to meet the needs of the Department as well as a narrative describing the scope of work expected of each of the positions. It is not the intention of the Department to have the Contractor provide these services through predominantly part-time or temporary employees.

In addition, if positions have been filled and/or if individuals have been identified to fill the proposed positions, resumes of said individuals shall be included in the response even if only tentative employment agreements have been made.

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

State of NH, Department of Corrections  
Division of Medical & Forensic Services

RFP 17-09-GFMED, closing date: 5/12/2017

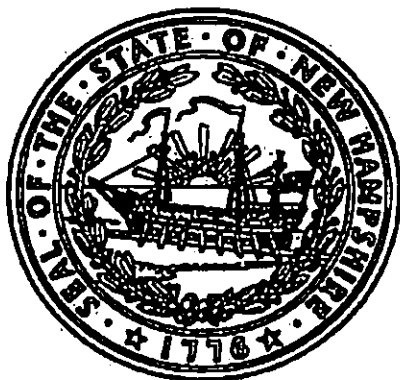
Vendor Initials: 

**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 MHM CORRECTIONAL SERVICES, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on April 12, 2007. 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: 575875



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 18th day of April A.D. 2017.

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

William M. Gardner  
Secretary of State

## Business Information

### Business Details

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Business Name:	MHM CORRECTIONAL SERVICES, INC.	Business ID:	575875
Business Type:	Foreign Profit Corporation	Business Status:	Good Standing
Business Creation Date:	04/12/2007	Name in State of Incorporation:	MHM CORRECTIONAL SERVICES, INC.
Date of Formation in Jurisdiction:	04/12/2007		
Principal Office Address:	1593 Springhill Road, Suite 610, Vienna, VA, 22182, USA	Mailing Address:	1593 Springhill Road, Suite 610, Vienna, VA, 22182, USA
Citizenship / State of Incorporation:	Foreign/Delaware		
		Last Annual Report Year:	2017
		Next Report Year:	2018
Duration:	Perpetual		
Business Email:	CLS-CTSB-ARMSEvidence@wolterskluwer.com	Phone #:	703-749-4600
Notification Email:	NONE	Fiscal Year End Date:	NONE

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### Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Mental health management.	

Page 1 of 1, records 1 to 1 of 1

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### Registered Agent Information

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Name:	C T Corporation System
Registered Office Address:	9 Capitol Street, Concord, NH, 03301, USA
Registered Mailing Address:	Not Available

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### Trade Name Information

No Trade Name(s) associated to this business.

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Certificate of Authority # 1

(Corporation of LLC- Non-specific, open-ended)

**Corporate Resolution**

I, Deana Johnson, hereby certify that I am duly elected Clerk/Secretary of  
(Name)

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

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

7, 20 08 at which a quorum of the Directors/shareholders were present and voting.  
(Day) (Year)

VOTED: That Steven H. Wheeler (may list more than one person) is duly authorized to  
(Name and Title)

enter into contracts or agreements on behalf of MHM Correctional Services, Inc. with  
(Name of Corporation or LLC)

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: 5/22/2017

ATTEST:  \_\_\_\_\_  
(Name and Title)

Deana Johnson  
Secretary and General Counsel



# CERTIFICATE OF LIABILITY INSURANCE

7/1/2018

DATE (MM/DD/YYYY)  
6/21/2017

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

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

PRODUCER Lockton Companies 8110 E. Union Avenue Suite 700 Denver CO 80237 (303) 414-6000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: A. F. Beazley 2623/623	52666
	INSURER B: The Charter Oak Fire Insurance Company	25615
	INSURER C: Scottsdale Insurance Company	41297
	INSURER D: Zurich American Insurance Company	16535
	INSURER E:	
	INSURER F:	

INSURED  
1310906 MHM Correctional Services, Inc.  
1593 Spring Hill Road, Suite 610  
Vienna, VA 22182

COVERAGES MHMCO01 CERTIFICATE NUMBER: 10918456 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$250,000 SIR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	WIBDE5170201	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/POP AGG \$ Included
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BA-8106C672-17-CAG	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$25,000 <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE	N	N	HPS0000043	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe below: DESCRIPTION OF OPERATIONS below:	Y/N N	N/A	WC019757401	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability	N	N	WIBDE5170201	7/1/2017	7/1/2018	\$2,000,000: Each Claim \$6,000,000: Aggregate \$250,000 SIR
A	Claims Made			Retro Date 12-31-00			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Worker's Compensation deductible is \$250,000. The policies listed on the certificate will be renewed annually effective 7/1/11 through the expiration of the contract.

### CERTIFICATE HOLDER

### CANCELLATION

10918456

NH Department of Corrections  
 Attn: Jennifer Lind  
 PO Box 1806  
 Concord NH 03302-1806

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Charles M. McDaniel*



# CERTIFICATE OF LIABILITY INSURANCE

7/1/2017

DATE (MM/DD/YYYY)  
4/28/2017

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

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

<b>PRODUCER</b> Lockton Companies 8110 E. Union Avenue Suite 700 Denver CO 80237 (303) 414-6000	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> A. F. Beazley 2623/623		52666
<b>INSURER B:</b> The Charter Oak Fire Insurance Company		25615
<b>INSURER C:</b> Scottsdale Insurance Company		41297
<b>INSURER D:</b> Zurich American Insurance Company		16535
<b>INSURER E:</b> _____		_____
<b>INSURER F:</b> _____		_____

**INSURED** 1310906 MHM Services, Inc. and all subsidiaries  
 1593 Spring Hill Road, Suite 610  
 Vienna, VA 22182

**COVERAGES** MHMCO01      **CERTIFICATE NUMBER:** 14659122      **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED (IND)	SUBROGATION (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$250,000 SIR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____	N	N	WIBDE5160101	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ Included \$ _____
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BA-8106C672-16-CAG	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 25,000	N	N	HPS0000022	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC019757400	7/1/2016	7/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims Made	N	N	WIBDE5160101 Retro Date 12-31-00	7/1/2016	7/1/2017	\$2,000,000: Each Claim \$6,000,000: Aggregate \$250,000 SIR

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Worker's Compensation deductible is \$250,000.

**CERTIFICATE HOLDER**

14659122  
 State of New Hampshire  
 NH Department of Corrections  
 P.O. Box 1806  
 Concord, NH 03302-1806

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Charles M. McDaniel*

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May 22, 2017

NH Department of Corrections  
Contracts Administrator  
105 Pleasant Street – Room 322 Main Building  
Concord, NH 03301

**Re: RFP 17-09-GFMED Inpatient, Outpatient and Forensic Psychiatric Services**

To Whom it May Concern:

This letter serves as an assurance that our current insurance coverage will not lapse from 6/31/2017 to 7/1/2017. The coverage will be renewed with minor changes that will not affect the contract.

Should further information be required, please feel free to contact me directly at (703) 749-4600 or by email at [swheeler@mhm-services.com](mailto:swheeler@mhm-services.com).

Sincerely,

A handwritten signature in black ink that reads "Steven H. Wheeler". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Steven H. Wheeler  
President & Chief Operating Officer



May 9, 2017

To Whom it May Concern,

Please let this letter serve as verification of coverage for MHM Correctional Services, Inc. as required by the NH Department of Corrections.

Attached is a current certificate of insurance for MHM Correctional Services, Inc. As you may note, the expiration date of the current policies is July 1, 2017. Coverage will be renewed with minor changes that will not affect this contract. We assure to have an updated certificate, evidencing coverage for the July 1st, 2017 to July 1st, 2018 term, sent to your office prior to July 1st, 2017.

If there are any further questions or concerns, my contact information is listed below. Thank you.

Sincerely,

*Abbey Kemp*

**Abbey Kemp**  
**Senior Account Manager**  
**Lockton Companies**  
Tel: 303.414.6123  
Fax: 303.865.6123  
E-mail: [abbey.kemp@lockton.com](mailto:abbey.kemp@lockton.com)

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

**Comprehensive General Liability Insurance Acknowledgement Form**

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

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

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

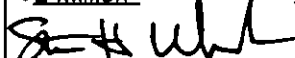
- The contractor certifies that it IS a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does not exceed \$500,000.

**Insurance Requirement for (2) - All other contractors** who do not qualify for RSA 21-1:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does NOT qualify for insurance requirements under RSA 21-1:13, XIV (Supp. 2006).

Please indicate your current comprehensive general liability coverage limits below, sign, date and return with your proposal package.

\$2 Million Per Claim    \$2 Million Per Incident/Occurrence    \$6 Million General Aggregate

 President  
Signature & Title

May 22, 2017  
Date

This acknowledgement must be returned with your proposal.

NH DEPARTMENT OF CORRECTIONS  
ADMINISTRATIVE RULES

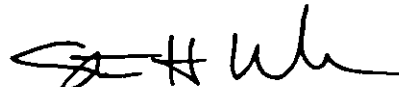
- COR 307 Items Considered Contraband. Contraband shall consist of:
- a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
    - (1) narcotics
    - (2) controlled drugs or
    - (3) automatic or concealed weapons possessed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

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

COR 307.03 Searches and Inspections Authorized.

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

Steven H. Wheeler  
Name

  
Signature

May 22, 2017  
Date

JoAnn Davis  
Witness Name

  
Signature

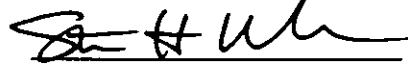
May 22, 2017  
Date



**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.

Steven H. Wheeler  
Name

  
Signature

May 22, 2017  
Date

JoAnn Davis  
Witness Name

  
Signature

May 22, 2017  
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.

Steven H. Wheeler  
Name

  
Signature

May 22, 2017  
Date

JoAnn Davis  
Witness Name

  
Signature

May 22, 2017  
Date



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

William L. Wrenn  
Commissioner

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

Robin Maddaus  
Director

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): Steven H. Wheeler, President & Chief Operating Officer Date: May 22, 2017  
(Name of Contract Signatory)

Signature:   
(Signature of Contract Signatory)

## **APPENDIX H SECURITY ADDENDUM**

---

The following pages contain the legal authority, purpose, and genesis of the Criminal Justice Information Services Security Addendum (H2-H4); the Security Addendum itself (H5-H6); and the Security Addendum Certification page (H7).

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

**Legal Authority for and Purpose and Genesis of the  
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental

agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
- 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
  - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
  - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United

States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

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

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

**1.1 Definitions**

**1.2 Contracting Government Agency (CGA)** - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

**1.3 Contractor** - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

**2.1 Responsibilities of the Contracting Government Agency.**

**2.2** The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

**3.1 Responsibilities of the Contractor.**

**3.2** The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

**4.1 Security Violations.**



4.2 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.3 Security violations can justify termination of the appended agreement.

4.4 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.1 Audit

5.2 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.1 Scope and Authority

6.2 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.3 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.4 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.5 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.6 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

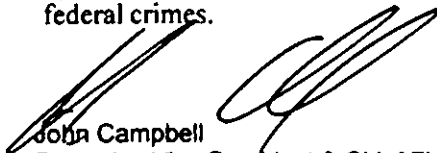
Clarksburg, West Virginia 26306

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

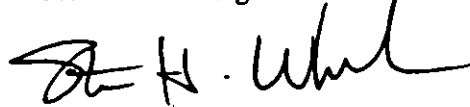
**CERTIFICATION**

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.

  
John Campbell  
Executive Vice President & Chief Financial Officer  
Printed Name/Signature of Contractor Employee

May 22, 2017  
Date

  
Steven H. Wheeler  
Printed Name/Signature of Contractor Representative

May 22, 2017  
Date

MHM Correctional Services, Inc.  
President & Chief Operating Officer  
Organization and Title of Contractor Representative

**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.

NH Department of Corrections

State of New Hampshire Agency Name

*William Wrenn on behalf of*  
Signature of Authorized Representative

William L. Wrenn, Commissioner

Authorized DOC Representative Name

Commissioner

Authorized DOC Representative Title

May 25, 2017

Date

MHM Correctional Services, Inc.

Contractor Name

*Steven H. Wheeler*  
Contractor Representative Signature

Steven H. Wheeler

Authorized Contractor Representative Name

President & Chief Operating Officer

Authorized Contractor Representative Title

May 22, 2017

Date