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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

March 30, 2021

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

REQUESTED ACTION

Authorize the NH Department of Corrections (NHDOC) to enter into a **sole source** contract with National Commission on Correctional Health Care Resources, Inc. (NCCHC Resources, Inc.) (VC# 341192), 1145 West Diversey Parkway, Chicago, IL 60614, in the amount of $47,620.00, for technical accreditation assistance services effective upon Governor and Executive Council approval through December 31, 2022. 100% General Funds

Funds are to be budgeted in account, *NH Correctional Facility – Women*: 02-46-46-463510-3374-102-500731 for Fiscal Year 2021.

NCCHC Resources, Inc.		
Account	Description	SFY 2021
02-46-46-463510-3374-102-500731	Contracts for Program Services	47,620.00
Total Contract:		$ 47,620.00

EXPLANATION

This request is **sole source** as the parent company National Commission on Correctional Health Care (NCCHC) of NCCHC Resources, Inc. was named the service provider in RSA 21-H:8 XI-a. (b) for the NHDOC to seek accreditation of the Secure Psychiatric Unit (SPU) as a behavioral health facility. During the NH Legislative Session in 2018, HB1565-FN was passed amending RSA 21-H:8 XI-a, to state: *The commissioner shall seek accreditation from the National Commission on Correctional Health Care to have the secure psychiatric unit accredited as a behavioral health facility. The accreditation process shall commence before January 1, 2019. The commissioner shall make all reasonable and good faith efforts to achieve accreditation in a timely manner.*

The Department's Division of Medical & Forensic Services has been working toward accreditation action steps since passage of HB1565-FN. As part of the on-going efforts to achieve accreditation, the Division worked with NCCHC. NCCHC is known and respected for its guidebooks on Standards for Health Services and Standards for Mental Health Services. NCCHC advised that as a first phase, technical accreditation assistance will best prepare us to attain accreditation.

Overall objectives for this technical assistance include:

- Evaluate and provide feedback on the quality of health services based on expert opinion and alignment with the most current NCCHC Standards for Health Services in Prisons;
- Evaluate and provide feedback on the quality of health services based on expert opinion and alignment with the most current NCCHC Standards for Mental Health Services in Correctional Facilities;
- Assess the health and behavior health services policies and procedures and recommend changes (as applicable) that can result in improved health and behavior health care efficiency and effectiveness;
- Conduct specific review of information (obtained via physical plant walk–through, medical record review, staff and patient interviews, etc.) pertaining to provision of quality health and behavior health services;
- Provide a comprehensive written final report based on the observations made during the assessment.

In order to continue our efforts to attain accreditation pursuant to the NH RSA 21-H:8 XI-a, the department is seeking support of expending these funds to understand areas of confidence, barriers to overcome and operational adjustments to prepare for an NCCHC audit for accreditation.

The Department stands committed in meeting national standards of quality care, to promote an effective and efficient delivery system, to be in compliance of the Department's statutory obligations to RSA 21-H:8 XI-a (b) and to the population served under this statute in the Secure Psychiatric Unit.

Respectfully Submitted,

Helen E. Hanks
Commissioner

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address P.O. Box 1806 105 Pleasant Street Concord, NH 03302	
1.3 Contractor Name NCCHC Resources, Inc.		1.4 Contractor Address 1145 West Diversey Parkway Chicago, IL 60614	
1.5 Contractor Phone Number 773-880-1460	1.6 Account Number 02-46-46-463510-3374-102-500731	1.7 Completion Date December 31, 2022	1.8 Price Limitation $47.620.00
1.9 Contracting Officer for State Agency Paula L. Mattis		1.10 State Agency Telephone Number 603-271-5563	
1.11 Contractor Signature Date: 2/4/21		1.12 Name and Title of Contractor Signatory Brent Gibson, Managing Director	
1.13 State Agency Signature Date: 3/29/2021		1.14 Name and Title of State Agency Signatory Helen E. Hanks, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:		On: 3/31/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials BA
Date 2/2/21

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
5.2 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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with 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.

Contractor Initials BK
Date 7/2/21

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 cured, 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 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

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

10.3 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.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

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Date 2/2/21

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

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Date 2/2/21

TECHNICAL ASSISTANCE AGREEMENT

This Agreement is between the State of New Hampshire, acting by and through the STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS ("State" or "Department"), 105 Pleasant Street, Concord, NH 03301 and NCCHC Resources, Inc. ("Contractor"), an ILLINOIS Not for Profit Corporation, Chicago, IL 60614.

WHEREAS, the State and the Contractor have agreed for the Contractor to provide Technical Assistance Services for the NH Department of Corrections.

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

EXHIBIT A

SPECIAL PROVISIONS

1. **PARAGRAPH 5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.** To modify the Form P-37, v. 12/11/2019, General Provisions, Paragraph 5. by inserting the following language as sub-section 5.5:
   5.5 – "If, for any reason, the State either suspends (including due to the elimination or modification of availability of funding for this Agreement), terminates, or cancels Contractor's services prior to completion of the services described in Exhibit B, the State will pay Contractor for all services rendered to the date of suspension or termination and will reimburse Contractor for any non-cancelable expenses incurred prior to such suspension or termination."
2. **PARAGRAPH 8. EVENT OF DEFAULT/REMEDIES.** To modify the Form P-37, v. 12/11/2019, General Provisions, Paragraph 8, the following sub-sections as follows:
   8.1.3 – by inserting the word "material" before "covenant";
   8.2.2 – by deleting the sub-section entirely as not applicable.
3. **PARAGRAPH 10. DATA/ACCESS/CONFIDENTIALTIY/PRESEERVATION.** To modify the Form P-37, v. 12/11/2019, General Provisions, Paragraph 10. by inserting subsection 10.4 to read:
   10.4 – "Contractor may retain copies of all data provided to the State for its archival purposes."
4. **PARAGRAPH 14. INSURANCE.** To modify the Form P-37, v. 12/11/2019, General Provisions, sub-section 14.3 by changing the second to last sentence of the clause to read: "Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions."
5. **PARAGRAPH 16. NOTICE.** To modify the Form P-37, v. 12/11/2019, General Provisions, Paragraph 16. by inserting the following subsection 16.1:
   16.1 – "In addition to certified mail, notice may be effective when delivered to a nationally-recognized overnight courier service."
6. **PARAGRAPH 22. SPECIAL PROVISIONS.** To modify the Form P-37, v. 12/11/2019, General Provisions by inserting the following subsections:
   22.1. – "**REASONABLENESS STANDARD.** All rights and obligations under the Agreement are subject to a standard of reasonableness, including performance of services satisfactorily; damages; consents; and a party's discretion to act."
   22.2. – "**DISCLAIMER**. Contractor hereby disclaims any warranties or guaranties that by providing the services hereunder any institution or facility will successfully achieve or maintain accreditation under the NCCHC standards for health services, and client may not make any statements that imply endorsement or approval by contractor or any of its affiliates."

22.3. – "**CONTRACTOR'S PROPRIETARY AND CONFIDENTIAL INFORMATION.** If the State receives a notice under open records or similar laws that would include disclosure of Contractor's records or information relating to this Agreement to any third party, the State will notify Contractor in sufficient time for Contractor to object to the disclosure of Contractor's information and/or provide properly redacted information in response to such request."

EXHIBIT B

SCOPE OF SERVICES

1. SCOPE OF SERVICES (STATEMENT OF WORK):

Provide evaluation and feedback on the quality of health services provided to the resident population housed in the Secure Psychiatric Unit (SPU) located within the secure perimeter of the NH State Prison for Men (NHSP-M). Evaluation services shall be based on expert opinion and alignment with the NCCHC *Standards for Health Services in Prisons (2018)* and the NCCHC *Standards for Mental Health Services in Correctional Facilities (2015)*.

1.1. Objectives:

a. Assess the health and behavior health services policies and procedures;
b. Recommend changes (applicable) that can result in improved health and behavior health care efficiency and effectiveness;
c. Conduct specific review of information:
d. Conduct physical facility walk-through, medical record review, staff and patient interviews;
e. Provide a comprehensive written final report based on observations and findings during the assessment.

1.2. Approach:

a. Kickoff Call – Phone conference to confirm project objectives, discuss available documentation and schedule site visit.
b. Documentation Review – Request and review policies, procedures and operations prior to on-site visit.
c. On-Site Visit – Site visit shall be conducted inside the secure perimeter within the NH State Prison for Men (NHSP-M) and will consist of a three (3) person, two (2) day on-site visit. Depending on the COVID-19 restrictions in place at the time of the on-site review, some or all of the consultants may conduct their portion of the review remotely.
d. Three Person Review Board – Review team shall consist of a Lead, Mental Health and Correctional Health Psychiatrist board.
e. Activity Criteria – Policy, procedure and on-site visit assessment shall be based on NCCHC *Standards for Health Services in Prisons (2018)* and the NCCHC *Standards for Mental Health Services in Correctional Facilities (2015)* to include:
   - Interviews with Correctional personnel to discuss policies, procedures, programs, staffing and workflow;
   - Interviews with medical and mental health personnel;
   - Interviews with patients;
   - Review of health policies and procedures against NCCHC standards;
   - Review of medication administration process;
   - Inspection of the Pharmacy and medication distribution system;
   - Observation of intake process, segregation and general housing areas;
   - Examination of nursing protocols;
   - Examination of equipment and supply needs;
   - Review of security staff training regarding signs and symptoms of medical conditions, first aid and cardiopulmonary resuscitation and suicide prevention

- Assessment of sick call, intake screening, health assessment, mental health, management of communicable disease, process for chronic disease management and mental health services through examination of health records;
- Introductory and Oral Exit Meeting conducted on first day and conclusion of on-site review.

1.3. Report Preparation:

a. Evaluation and feedback on the quality of health services based on compliance with the *Standards for Health Services in Prisons (2018)* and the NCCHC *Standards for Mental Health Services in Correctional Facilities (2015);*

b. Assessment of the health services policies and procedures and recommend changes to improve health care efficiency and effectiveness;

c. Evaluation of staffing as it pertains to the NCCHC Standards and with respect to industry best practices;

d. Evaluation of workflow and recommend changes to increase efficiency.

2. GENERAL ASSUMPTIONS:

2.1. Term of Agreement: The Term shall be effective for the period beginning upon the date of Governor and Executive Council approval through December 31, 2022, as defined in Section 1. Identification, Block 1.7 Completion Date of the General Provisions of this Agreement.

2.2. Location Address: NH State Prison for Men (NHSP-M), 281 North State Street, Concord, NH 03301 within the secure perimeter.

2.3. Remittance of Invoices:

a. Hard copies of invoices shall be forwarded to the NH Department of Corrections, Medical & Forensic Services, P.O. Box 1806, Concord, NH 03302. Payments will be processed within thirty (30) days from the date of an approved invoice received by the Division of Financial Services of the Department.

b. Electronic copies of invoices shall be forwarded to Paula.Mattis@doc.nh.gov. Payments will be processed within thirty (30) days from the date of an approved invoice received by the Division of Financial Services of the Department.

2.4. Background Checks: Background checks will be performed by the Department or by the State of New Hampshire and or the Department of Safety. The Contractor must contact the Department's liaison for further instructions. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks and fingerprinting reports of all potential Contractors and or subcontractors to determine eligibility status and access to all Departmental facilities.

2.5. Rules and Regulations: Contractor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's) to include but not limited to PPD 3.71 (formerly 5.08): *Staff Personal Property Permitted In and Restricted from Prison Facilities.* Additional information can be located as a separate link: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

2.6. Health Insurance Portability and Accountability Act (HIPAA) 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 and be located as a separate link: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

2.7. Prison Rape Elimination Act (PREA) of 2003: The Contractor/Subcontractor agrees to comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor/Subcontractor acknowledges

that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards which may require an outside independent audit. Additional information can be located as a separate link: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

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

EXHIBIT C

METHOD OF PAYMENT AND CONTRACT PRICE

1. **FEE STRUCTURE**: The cost for the scope of services, NCCHC Resources, Inc. staff, incidental and travel expenses, final report and post final report conference call shall be based on an hourly rate of $450.00, with services performed and invoiced as a fixed fee basis.
2. **INVOICE**: The Contractor, NCCHC Resources, Inc., shall provide an itemized invoice for services provided to the applicable Scope of Services, Exhibit B, forty (40) days after the completion of any on-site visit and final report submitted and received by the NH Department of Corrections.
3. **REMITTANCE**: Invoices shall be sent to: NH Department of Corrections, P.O. Box 1806, Concord, NH 03302. Payments will be processed within thirty (30) days from the date of an approved invoice received by the Division of Financial Services of the Department.
4. **ESTIMATED PRICE**: Total contract price shall not exceed forty seven thousand six-hundred twenty dollars ($47,620.00).

State of New Hampshire

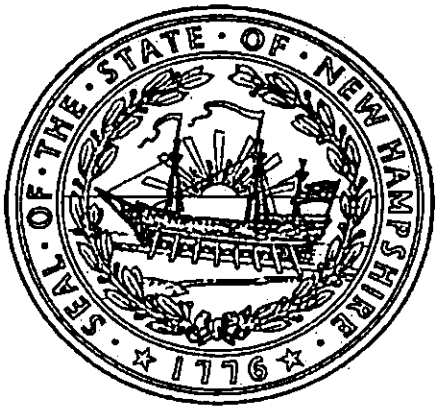
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NCCHC RESOURCES INC is a Illinois Nonprofit Corporation registered to transact business in New Hampshire on January 08, 2021. 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: **858619**

Certificate Number: **0005270805**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26th day of February A.D. 2021.

William M. Gardner

Secretary of State

Certificate of Authority # 1 *(Corporation or LLC- Non-specific, open-ended)*

Corporate Resolution

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

NCCHC Resources, Inc. (*Name of Corporation or LLC*). I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on January (*Month*) 29 (*Day*), 20 21 (*Year*) at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Brent Gibson (*Name*) Managing Director (*Title*) (may list more than one person) is duly authorized to enter in contracts or agreement on behalf of NCCHC Resources, Inc. (*Name of Corporation or LLC*) with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

DATED: 2/4/2021

ATTEST: [signature]
Secretary (*Name and Title*)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/10/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 The PLEXUS Groupe LLC 21805 W Field Parkway, Ste 300 Deer Park IL 60010	**CONTACT NAME:** Certificates **PHONE (A/C, No, Ext):** (847) 307-6100 **FAX (A/C, No):** (847) 307-6199 **E-MAIL ADDRESS:** certificates@plexusgroupe.com
INSURED National Commission on Correctional Health Care NCCHC Resources, Inc. 1145 W Diversey Pkwy Chicago IL 60614	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** Federal Insurance Company — 20281 **INSURER B:** **INSURER C:** **INSURER D:** **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** 20-21 GL,AL,WC,UMB **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		36029411	11/15/2020	11/15/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ Included $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			73606521	11/15/2020	11/15/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			79887425	11/15/2020	11/15/2021	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		71749616	11/15/2020	11/15/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

NH Department of Corrections are listed as additional insured under the General Liability as required by written contract.

CERTIFICATE HOLDER

NH Department of Corrections
P.O. Box 1806
105 Pleasant Street
Concord NH 03302

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

NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

COR 307 Items Considered Contraband. Contraband shall consist of:

a) Any substance or item whose possession in 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.

Brent Gibson, Managing Director	Brent Gibson	2/9/21
Name	Signature	Date
Witness Name	Signature	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, polices and procedures of the Department of Corrections and the State of New Hampshire.

Brent Gibson, Managing Director		2/4/21
Name	Signature	Date
Witness Name	Signature	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.

Brent Gibson, Managing Director	Brent Gibson	2/4/21
Name	Signature	Date
Witness Name	Signature	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	NCCHC Resources, Inc.
State of New Hampshire Agency Name	Contractor Name
Signature of Authorized Representative	Contractor Representative Signature
Helen E. Hanks	Brent Gibson
Authorized DOC Representative Name	Authorized Contractor Representative Name
Commissioner	Managing Director
Authorized DOC Representative Title	Authorized Contractor Representative Title
3/29/2024	2/4/2
Date	Date

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

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): Brent Gibson **Date:** 2/4/21
(Name of Contract Signatory)

Signature: _____
(Signature of Contract Signatory)

NCCHC Resources, Inc.

1145 West Diversey Parkway
Chicago, IL 60614
773-880-1460

Mission Statement

NCCHC Resources, Inc., works to strengthen NCCHC's mission: to improve the quality of health care in prisons, jails and juvenile detention and confinement facilities. NCCHC establishes standards for health services in correctional facilities, operates a voluntary accreditation program for institutions that meet those standards, produces resource publications, conducts educational conferences and offers certification for correctional health professionals. NCCHC is supported by the major national organizations representing the fields of health, mental health, law and corrections. Each supporting organization has named a liaison to the NCCHC board of directors to create a robust, multidisciplinary governing structure that reflects the complexities of correctional health care.

Purpose

Our parent company, the National Commission on Correctional Health Care, is widely known and respected for its pioneering Standards for Health Services, national accreditation and certification programs, and premier correctional health care education.

NCCHC's leadership in setting standards for health services in correctional facilities is widely recognized. Established by the health, mental health, legal and corrections professions, NCCHC's *Standards* present recommendations for the management of a correctional health services system. Written in separate volumes for prisons, jails and juvenile confinement facilities, plus a manual for mental health services and another for opioid treatment programs, the *Standards* cover the areas of care and treatment, health records, administration, personnel and medical-legal issues. These essential resources have helped correctional and detention facilities improve the health of their inmates and the communities to which they return, increase the efficiency of health services delivery, strengthen organizational effectiveness and reduce the risk of adverse legal judgments.

NCCHC Resources was created to manage the increasing demand for correctional health care technical assistance and other consulting work through the provision of high quality consulting services.

National Commission on Correctional Health Care

AUDIT REPORT
FOR THE YEAR ENDED DECEMBER 31, 2019

Selden Fox
Accounting for your future

National Commission on Correctional Health Care
Audit Report
For the Year Ended December 31, 2019

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Selden Fox
Accounting for your future

619 Enterprise Drive | Oak Brook, Illinois 60523 | www.seldenfox.com
p 630.954.1400 | f 630.954.1327 | email@seldenfox.com

INDEPENDENT AUDITOR'S REPORT

Board of Directors
National Commission on
Correctional Health Care
Chicago, Illinois

We have audited the accompanying consolidating financial statements of the **National Commission on Correctional Health Care** (the Commission), which comprise the consolidating statement of financial position as of December 31, 2019, and the related consolidating statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidating financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidating financial statements referred to above present fairly, in all material respects, the financial position of the National Commission on Correctional Health Care as of December 31, 2019, and the changes in their net assets and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the Commission's consolidating financial statements, and we expressed an unmodified opinion on those financial statements in our report dated April 1, 2019. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2018, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Selden Fox, Ltd.

April 22, 2020

National Commission on Correctional Health Care
Consolidating Statement of Financial Position
December 31, 2019
(With Comparative Totals for 2018)

	NCCHC	NRI
Assets		
Current assets:		
Cash and cash equivalents	$ 109,218	$ 164,682
Investments	2,799,506	350,046
Accounts receivable, net of allowance of $16,617 ($17,184 in 2018)	261,776	577,998
Accrued interest receivable	1,558	1,405
Prepaid expenses and other assets	169,347	-
Inventory	38,299	-
Publication development	7,992	-
Total current assets	3,387,696	1,094,131
Investments	513,828	-
Property and equipment, at cost, less accumulated depreciation of $,1523,080 ($1,365,235 in 2018)	2,272,784	-
	$ 6,174,308	$ 1,094,131
Liabilities and Net Assets		
Current liabilities:		
Accounts payable	$ 137,179	$ 50,064
Accrued expenses	296,232	44,376
Deferred accreditation revenue, current portion	1,106,912	-
Other deferred revenue	70,947	-
Total current liabilities	1,611,270	94,440
Long-term liabilities:		
Deferred accreditation revenue, less current portion	384,940	-
Total liabilities	1,996,210	94,440
Net assets - without donor restriction:		
Undesignated	1,905,314	999,691
Investment in property and equipment	2,272,784	-
Total net assets - without donor restriction	4,178,098	999,691
	$ 6,174,308	$ 1,094,131

See accompanying notes.

NCCHC Correctional Health Foundation	Eliminations	2019	2018
$ 24,890	$ -	**$ 298,790**	$ 623,239
-	-	**3,149,552**	1,923,875
11,547	(61,611)	**789,710**	265,894
-	-	**2,963**	6,411
-	-	**169,347**	149,070
-	-	**38,299**	55,096
-	-	**7,992**	13,421
36,437	(61,611)	**4,456,653**	3,037,006
-	-	**513,828**	1,264,197
-	-	**2,272,784**	2,172,194
$ 36,437	$ (61,611)	**$ 7,243,265**	$ 6,473,397
$ -	$ (50,064)	**$ 137,179**	$ 163,379
-	(11,547)	**329,061**	238,116
-	-	**1,106,912**	543,022
-	-	**70,947**	136,588
-	(61,611)	**1,644,099**	1,081,105
-	-	**384,940**	528,921
-	(61,611)	**2,029,039**	1,610,026
36,437	-	**2,941,442**	2,691,177
-	-	**2,272,784**	2,172,194
36,437	-	**5,214,226**	4,863,371
$ 36,437	$ (61,611)	**$ 7,243,265**	$ 6,473,397

National Commission on Correctional Health Care
Consolidating Statement of Activities
For the Year Ended December 31, 2019
(With Comparative Totals for 2018)

	NCCHC	NRI
Income:		
Institutional services	$ 1,980,035	$ 1,236,219
Professional services	2,671,744	-
Grants and donations	-	-
Investment income	65,948	79
Investment gains (losses)	181,423	1,522
Miscellaneous	61,634	-
Total income	4,960,784	1,237,820
Expenses:		
Program services:		
Accreditation, certification, quality assurance and technical assistance	1,084,023	531,518
Conferences, seminars, publications, newspapers and journals	1,369,254	5,720
Other services and activities	-	-
Supporting services - management and general	2,698,776	194,895
Total expenses	5,152,053	732,133
Change in net assets	(191,269)	505,687
Net assets, beginning of the year	4,369,367	494,004
Net assets, end of the year	$ 4,178,098	$ 999,691

See accompanying notes.

NCCHC Corectional Health Foundation	Eliminations	2019	2018
$ -	$ -	**$ 3,216,254**	$ 2,335,759
-	-	**2,671,744**	2,496,341
36,547	(25,000)	**11,547**	-
-	-	**66,027**	58,131
-	-	**182,945**	(71,445)
-	-	**61,634**	31,530
36,547	(25,000)	**6,210,151**	4,850,316
-	-	**1,615,541**	1,628,848
-	-	**1,374,974**	1,116,574
-	-	**-**	6,598
110	(25,000)	**2,868,781**	2,407,029
110	(25,000)	**5,859,296**	5,159,049
36,437	-	**350,855**	(308,733)
-	-	**4,863,371**	5,172,104
$ 36,437	$ -	**$ 5,214,226**	$ 4,863,371

Consolidating Statement of Activities
Consolidating Statement of Functional Expenses
For the Year Ended December 31, 2019
(Consolidated Totals for 2018)

	Program Services		
	Accreditation, Certification, Quality Assurance and Technical Assistance	Conferences, Seminars, Publications, Newspapers and Journals	Other Services and Activities
NCCHC:			
Advertising and marketing	$ 13	$ 20,334	$ -
Amortization	-	5,429	-
Bad debt expense	-	-	-
Bank and credit card fees	-	-	-
Conferences and meetings	30,581	555,834	-
Consulting	246,418	85,665	-
Depreciation	-	-	-
Insurance	-	-	-
Loss on disposal	-	-	-
Miscellaneous	-	-	-
Postage and shipping	5,864	72,700	-
Printing	17,099	95,216	-
Professional development	-	7,827	-
Professional fees	-	-	-
Repairs and maintenance	-	-	-
Supplies	8,065	40,018	-
Temporary help	163	4,891	-
Travel	448,048	67,926	-
Utilities	37,908	95,392	-
Wages and benefits	289,864	318,022	-
Total NCCHC	1,084,023	1,369,254	-
NRI:			
Advertising and marketing	904	-	-
Bank and credit card fees	-	-	-
Conferences and meetings	-	5,720	-
Consulting	463,881	-	-
General administration	-	-	-
Insurance	-	-	-
Miscellaneous	-	-	-
Postage and shipping	-	-	-
Printing	1,635	-	-
Professional fees	-	-	-
Supplies	-	-	-
Travel	65,098	-	-
Total NRI	531,518	5,720	-
NCCHC Correctional Health Foundation:			
Bank and credit card fees	-	-	-
Total expenses	$ 1,615,541	$ 1,374,974	$ -

See accompanying notes.

	Total Program Services	Management and General	2019 Total	2018 Total
$	20,347	$ -	$ 20,347	$ 22,486
	5,429	-	5,429	8,782
	-	16,450	16,450	7,014
	-	84,977	84,977	78,182
	586,415	35,870	622,285	454,982
	332,083	13,075	345,158	381,971
	-	157,845	157,845	135,470
	-	63,661	63,661	37,212
	-	-	-	104,755
	-	62,239	62,239	13,333
	78,564	21,421	99,985	81,887
	112,315	6,451	118,766	88,755
	7,827	38,110	45,937	33,583
	-	166,646	166,646	80,976
	-	31,251	31,251	33,342
	48,083	50,406	98,489	70,416
	5,054	34,640	39,694	104,023
	515,974	32,274	548,248	635,567
	133,300	42,249	175,549	168,377
	607,886	1,841,211	2,449,097	2,180,480
	2,453,277	2,698,776	5,152,053	4,721,593
	904	-	904	3,976
	-	150	150	45
	5,720	-	5,720	838
	463,881	-	463,881	295,827
	-	177,498	177,498	95,173
	-	5,773	5,773	988
	-	317	317	1,241
	-	710	710	345
	1,635	-	1,635	1,574
	-	10,447	10,447	1,248
	-	-	-	4,239
	65,098	-	65,098	31,962
	537,238	194,895	732,133	437,456
	-	110	110	-
$	2,990,515	$ 2,893,781	$ 5,884,296	$ 5,159,049

National Commission on Correctional Health Care
Consolidating Statement of Cash Flows
For the Year Ended December 31, 2019
(With Comparative Totals for 2018)

	NCCHC	NRI
Cash flows from operating activities:		
Change in net assets	$ (191,269)	$ 505,687
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	157,845	-
Loss on disposal of assets	-	-
Amortization of prepaid investment premiums	1,043	-
Amortization of publication development costs	5,429	-
Gain on sale of investments	(29,081)	(1,522)
Unrealized (gain) loss on investments	(152,342)	-
Reinvested interest	(72,006)	(2,036)
Bad debt expense	16,450	-
Changes in other working capital items:		
Receivables	(47,651)	(491,233)
Prepaid expenses	(20,277)	-
Inventory	16,797	-
Accounts payable and accrued expenses	62,598	17,165
Deferred revenue	354,268	-
Net cash from operating activities	101,804	28,061
Cash flows from investing activities:		
Purchase of property and equipment	(258,435)	-
Proceeds from paydown of U.S. government obligations	27,936	-
Proceeds from sales of investments	3,258,729	202,107
Purchase of investments	(3,159,541)	(550,000)
Net cash from investing activities	(131,311)	(347,893)
Net change in cash and cash equivalents	(29,507)	(319,832)
Cash and cash equivalents, beginning of the year	138,725	484,514
Cash and cash equivalents, end of the year	$ 109,218	$ 164,682

See accompanying notes.

NCCHC Correctional Health Foundation	Eliminations	2019	2018
$ 36,437	$ -	**$ 350,855**	$ (308,733)
-	-	**157,845**	135,470
-	-	**-**	104,755
-	-	**1,043**	1,390
-	-	**5,429**	8,782
-	-	**(30,603)**	(1,334)
-	-	**(152,342)**	72,779
-	-	**(74,042)**	(58,085)
-	-	**16,450**	7,014
(11,547)	(28,653)	**(579,084)**	138,797
-	-	**(20,277)**	(6,722)
-	-	**16,797**	(12,634)
-	28,653	**108,416**	194,279
-	-	**354,268**	293,347
24,890	-	**154,755**	569,105
-	-	**(258,435)**	(330,047)
-	-	**27,936**	35,534
-	-	**3,460,836**	3,222,943
-	-	**(3,709,541)**	(3,382,527)
-	-	**(479,204)**	(454,097)
24,890	-	**(324,449)**	115,008
-	-	**623,239**	508,231
$ 24,890	$ -	**$ 298,790**	$ 623,239

National Commission on Correctional Health Care
Notes to the Consolidating Financial Statements

1. **Description of Operations**

The National Commission on Correctional Health Care (NCCHC), incorporated on January 4, 1983, is a not-for-profit corporation organized under the laws of the state of Illinois. The NCCHC was formed to promote and encourage educational and research activity in correctional health care, and to devise, develop and implement programs which will improve the quality of health care provided in correctional facilities. NCCHC establishes standards for correctional health care. These standards are used to accredit correctional facilities and their health care systems. NCCHC also conducts educational programs and conferences, develops and publishes research, disseminates publications, operates a professional health care certification program, and provides technical assistance and quality assurance services relating to correctional health care management and policy issues. NCCHC Resources, Inc. (NRI), a wholly-owned subsidiary of NCCHC, was incorporated on August 15, 2014, as a not-for-profit corporation organized under the laws of the state of Illinois, and began operations January 1, 2015. NRI is dedicated to education in the field of promoting continuous improvement in the quality of health care in correctional facilities and other institutions. NCCHC Correctional Health Foundation (Foundation), a wholly-owned subsidiary of NCCHC, was incorporated on November 30, 2018, as a not-for-profit corporation organized under the laws of the state of Illinois, and began operations January 1, 2019. The Foundation is dedicated to support and promote improvement in the quality of health care in correctional facilities and other institutions through the support of education and research in the correctional health care field.

2. **Summary of Significant Accounting Policies**

Principles of Consolidation – The consolidating financial statements include the accounts of NCCHC and its subsidiaries, NRI and the Foundation (collectively known as the Commission). All material intercompany accounts of the consolidated entities have been eliminated.

Accounting Method – The Commission maintains its accounts in accordance with the accrual basis of accounting. Balances and transactions are presented according to the existence or absence of donor imposed restrictions. Accordingly, net assets in these financial statements are classified as unrestricted, as they are not subject to donor imposed restrictions.

Pervasiveness of Estimates – The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities and operations and the related disclosures at the date of the financial statements and during the reporting period. Actual results could differ from those estimates. Significant estimates used in the preparation of these financial statements are as follows:

Investments are recorded at their fair value, for which the ultimate realization of the investments is based upon future economic factors related to the investments.

The realization of the receivables is based upon future collections. Accordingly, an allowance for uncollectible receivables has been recorded.

2. **Summary of Significant Accounting Policies** (cont'd)

Pervasiveness of Estimates (cont'd)

Fifty-five percent of accreditation revenues billed in the first and second years of their three-year cycle are deferred. This estimate approximates actual historical percentages of time spent serving these accredited facilities.

Cash and Cash Equivalents – For purposes of reporting cash flows, cash and cash equivalents include cash on hand, demand deposits, cash and money funds in a cash management account, and investment securities purchased with an original maturity of three months or less.

Fair Value and Investments – The Commission's investments in marketable securities are carried at fair value, with changes in fair value recognized in net assets each period. The Commission makes estimates regarding valuation of assets at fair value in preparing the financial statements.

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value measurement is broken down into a three-level valuation hierarchy based on the reliability of observable and unobservable inputs as follows:

Level 1 – Valuations are based on quoted prices in active markets for identical assets or liabilities that the Commission has the ability to access at the measurement date.

Level 2 – Valuations are based on quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; and model-derived valuations whose significant inputs are observable.

Level 3 – Valuations are based on unobservable inputs for the asset or liability that reflect the reporting entity's own data and assumptions that market participants would use in pricing the asset or liability.

Equity securities and mutual funds are valued using quoted prices in active markets and are categorized in Level 1 of the fair value hierarchy. Mortgage-backed securities and certificates of deposit are valued using pricing models based on standard inputs. These standard inputs, listed in approximate order of priority, include benchmark yields, reported trades, broker/dealer quotes, issuer spreads, two-sided markets, benchmark securities, bids, offers, and reference data including market research publications. Accordingly, these types of investments are categorized in Level 2 of the fair value hierarchy.

2. **Summary of Significant Accounting Policies** (cont'd)

Accounts Receivable – Accounts receivable are stated at their estimated collectible amounts. The Commission does not charge interest or late fees on amounts past due. The Commission has established an allowance for doubtful accounts based on management's periodic evaluation of the aged accounts receivable. This evaluation of the collectibility of accounts receivable is based on past experience, known and inherent risks in the accounts, adverse situations that may affect the borrower's ability to repay, and current economic conditions. The delinquency of accounts is based on past due status in accordance with payment terms. Accounts deemed uncollectible are charged to expense. NCCHC account balances over 90 days totaled $167,705 and $145,824 at December 31, 2019 and 2018, respectively. NRI account balances over 90 days totaled $66,870 at December 31, 2019 (none at December 31, 2018).

Inventory – Inventory consists of technical publications and standards, which are valued at cost not in excess of net realizable value under the first-in, first-out method.

Publication Development – Expenses incurred in the development of the Commission's publications are capitalized and amortized over a 36 to 54-month period. Amortization for the years ended December 31, 2019 and 2018, was $5,429 and $8,782, respectively.

Property and Equipment – Property and equipment are capitalized at cost. Depreciation has been provided on the straight-line method over the estimated useful lives of the assets as follows:

Computer equipment	5 years
Office equipment	5 years
Furniture and fixtures	7 years
Software	10 years
Building improvements	39 years
Building	40 years

Deferred Revenue – In the year a facility is originally accredited by the Commission, a significant amount of expenses are generally incurred. Accordingly, the full amount of billing pertaining to a facility's initial year in the program is recognized as income in that year. After its initial year in the program, a facility typically enters into a three-year cycle whereby billings are submitted to the facility on an annual basis. A portion of the revenue billed in the first and second years is allocated to the ongoing services provided by the Commission to these facilities, and the balance is deferred to the third year in the cycle, when these deferrals and the third-year revenues are recognized as Institutional Services income in the third year, in the year of examination. A small number of site surveys begin late in the year, and the cost is recorded as a prepaid asset until the following year, when the accreditation decision is made. The Commission also receives advance registration fees and advance sponsorship fees for conferences and seminars throughout the year. These fees are recorded as other deferred revenue until they are earned, at which time the registration fees are recorded as professional services income.

2. **Summary of Significant Accounting Policies** (cont'd)

Revenue from a Contract with a Customer – Revenues from accreditation services, technical assistance services, conferences and publication sales are measured based on consideration specified in a contract with a customer. Accreditation and technical assistance services are reported as institutional services in the statement of activities, while conference revenue and publication sales are reported as professional services in the statement of activities. Revenues from facilities in the accreditation cycle are in part for the ongoing educational and customer support services, including assistance with interpreting and implementing regulatory health guidelines as they are issued and become effective, as well as for the accreditation examination and granting of accreditation status every third year. Currently, 45 percent of the revenues billed annually are allocated to ongoing educational and customer support services and are recognized over the year being billed, based on management's determination of the time spent meeting the ongoing performance obligations. The remaining portion is recognized at the point in time when accreditation status is granted every third year. Revenue from technical assistance services are recognized as the services and being provided and the customer is receiving the benefit of these services. Revenue from conferences contain a single delivery element and revenue is recognized at a single point in time when the event takes place. Revenue from publication sales contain a single delivery element and revenue is recognized at the time of the sale when ownership is transferred. In the following table, revenue is disaggregated by timing of satisfaction of performance obligations for the years ended December 31:

	2019	2018
Revenue earned at a point in time	$ 5,044,101	$ 4,031,211
Revenue earned over a period of time	843,897	800,889
	$ 5,887,998	$ 4,832,100

Accreditation fees and conference revenues received in advance are considered contract liabilities under the new revenue recognition standard and are reported as deferred accreditation fees and other deferred revenue on the statement of financial position. All such amounts at December 31, expected to be recognized in the next year are reported as a current liability, while a portion of the deferred accreditation fees not expected to be recognized for two years are reported as a long-term liability. Accounts receivable ad contract liabilities at December 31, for the last three years are as follows:

	2019	2018	2017
Accounts receivable	$ 789,710	$ 265,894	$ 438,533
Contract liabilities – current	1,177,859	679,610	631,442
Contract liabilities – long-term	384,940	528,921	283,742

2. **Summary of Significant Accounting Policies** (cont'd)

Functional Allocation of Expenses – The costs of program and supporting services activities have been summarized on a functional basis in the statement of activities. The statements of functional expenses present the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefitted. Payroll expense is allocated based on actual hours spent by employee. All direct costs of the programs are charged to the programs, and all remaining costs are considered administrative expenses.

Adoption of New Accounting Pronouncement – In May 2014, the Financial Accounting Standards Board issued ASU 2014-09, *Revenue from Contracts with Customers* (ASC 606). The new standard requires the Commission to reassess its revenue recognition policy to accurately depict the transfer of promised goods or services to customers. This guidance outlines a single, comprehensive model for accounting for revenue from contracts with customers. The standard's core principle is that a company will recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. This standard also includes expanded disclosure requirements that result in a company providing users of financial statements with comprehensive information about the nature, amount, timing and uncertainty of revenue and cash flows arising from the company's contracts with customers. The Company adopted the standard on January 1, 2019, using the full-retrospective method.

Management has analyzed the provisions of ASC 606 and has concluded that the timing and amount of revenue recognized previously is consistent with how revenue is recognized under the new standard. Consequently, the adoption of ASC 606 did not have a significant impact on the Commission's financial position, changes in net assets or cash flows, and no changes were required to previously reported revenues as a result of the adoption.

3. **Investments**

Investments consist of equity securities and mutual funds, money market funds, certificates of deposit and mortgage-backed securities (GNMA) backed by federally insured or guaranteed loans, recorded at fair value. Investments are subject to various risks, including interest rate, market, and credit risks. Due to these risks, it is at least reasonably possible that subsequent changes to the value of individual investments may occur and materially affect the fair value of investments and net assets reported on the statement of financial position. The amortized cost and fair value at December 31, 2019, are summarized as follows:

3. **Investments** (cont'd)

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Money market funds	$ 1,875,383	$ -	$ -	**$ 1,875,383**
Equities	270,588	38,435	2,396	**306,627**
Certificates of deposit	550,000	3,662	-	**553,662**
Bond index mutual fund	206,639	5,630	-	**212,269**
Stock index mutual fund	331,197	169,245	-	**500,442**
Federally insured or guaranteed loan - mortgage-backed securities	204,267	10,735	5	**214,997**
	$ 3,438,074	$ 227,707	$ 2,401	**$ 3,663,380**

Fair values of assets measured at fair value on a recurring basis at December 31, 2019, are as follows:

	Level 1	Level 2	Level 3	Total
Equities	$ 306,627	$ -	$ -	**$ 306,627**
Certificates of deposit	-	553,662	-	**553,662**
Bond index mutual fund	212,269	-	-	**212,269**
Stock index mutual fund	500,442	-	-	**500,442**
Federally insured or guaranteed loan - mortgage-backed securities	-	214,997	-	**214,997**
	$ 1,019,338	$ 768,659	$ -	**$ 1,787,997**

Years to maturity for certificates of deposit held at December 31, 2019, are as follows:

	Cost	Fair Value
Due in one year or less	$ 550,000	**$ 553,662**

3. **Investments** (cont'd)

The GNMA securities at December 31, 2019, are not included in a maturity schedule, due to the uncertainty of the timing of principal payments.

The amortized cost and the fair value of investments at December 31, 2018, are summarized as follows:

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Money market funds	$ 322,776	$ -	$ -	$ 322,776
Equities	236,810	29,252	12,036	254,026
Certificates of deposit	1,799,000	449	2,080	1,797,369
Bond index mutual fund	200,925	-	5,670	195,255
Stock index mutual fund	322,469	60,117	-	382,586
Federally insured or guaranteed loan - mortgage-backed securities	233,247	3,179	366	236,060
	$ 3,115,227	$ 92,997	$ 20,152	$ 3,188,072

Fair values of assets measured at fair value on a recurring basis at December 31, 2018, are as follows:

	Level 1	Level 2	Level 3	Total
Equities	$ 254,026	$ -	$ -	$ 254,026
Certificates of deposit	-	1,797,369	-	1,797,369
Bond index mutual fund	195,255	-	-	195,255
Stock index mutual fund	382,586	-	-	382,586
Federally insured or guaranteed loan - mortgage-backed securities	-	236,060	-	236,060
	$ 831,867	$ 2,033,429	$ -	$ 2,865,296

Investment income for the years ended December 31, is comprised of the following:

	2019	2018
Interest and dividends	**$ 66,027**	$ 58,131

4. Availability and Liquidity

The following represents the Commission's financial assets available to meet general expenditures over the next twelve months at December 31:

	2019	2018
Financial assets at year-end:		
Cash and cash equivalents	**$ 298,790**	$ 623,239
Receivables,net	**792,673**	272,305
Investments	**3,663,380**	3,188,072
Financial assets available to meet general expenditures over the next twelve months	**$ 4,754,843**	$ 4,083,616

The Commission's goal is generally to maintain financial assets to meet six months of expenses (approximately $2,500,000). As part of its liquidity plan, excess cash is invested primarily in mutual funds, government obligations, and certificates of deposit. The investment balance is intended to ensure the long-term financial viability of the Commission, but management has the ability to utilize these funds to meet current obligations as necessary.

5. Property and Equipment

Property and equipment is summarized as follows:

	December 31,	
	2019	2018
Land	**$ 420,000**	$ 420,000
Building	**826,767**	826,767
Building improvements	**915,639**	915,639
Office equipment	**104,843**	104,843
Computer equipment	**293,623**	293,623
Furniture and fixtures	**76,199**	76,199
Software upgrade	**1,158,793**	900,358
	3,795,864	3,537,429
Less accumulated depreciation	**1,523,080**	1,365,235
	$ 2,272,784	$ 2,172,194

Depreciation expense totaled $157,845 in 2019 ($135,470 in 2018).

6. **Tax Status**

NCCHC is incorporated as a not-for-profit corporation, as described in Section 501(c)(3) of the Internal Revenue Code. NCCHC has also been classified as an entity that is not a private foundation within the meaning of Section 509(a). NCCHC is exempt from income taxes, except to the extent of any unrelated business income. NCCHC had no unrelated business income in 2018 or 2017.

NCCHC's U.S. federal and Illinois tax returns for calendar years 2018, 2017 and 2016 remain subject to examination.

NRI is incorporated as a not-for-profit corporation, as described in Section 501(c)(3) of the Internal Revenue Code. NRI has also been classified as an entity that is not a private foundation within the meaning of Section 509(a). NRI is exempt from income taxes, except to the extent of any unrelated business income. NRI had no unrelated business income in 2018 or 2017. NRI filed its first U.S. federal and Illinois tax returns for the calendar year ended December 31, 2015. The federal and Illinois tax returns for calendar years 2018, 2017 and 2016 remain subject to examination.

The Foundation is incorporated as a not-for-profit corporation, as described in Section 501(c)(3) of the Internal Revenue Code. The Foundation has also been classified as an entity that is not a private foundation within the meaning of Section 509(a). The Foundation is exempt from income taxes, except to the extent of any unrelated business income. The Foundation filed its first U.S. federal and Illinois tax returns for the calendar year ended December 31, 2019.

7. **Retirement Plan**

The Commission has a defined contribution retirement plan. Plan assets are self-directed, and are invested in a mutual fund group. Employer contributions are discretionary, and are determined annually. All qualified employees are included in the plan. Plan participants vest over a specified number of years. Retirement plan expense was $120,000 for 2019 ($48,044 in 2018).

8. **Summarized Prior Year Information**

The financial statements include certain prior year summarized comparative information. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the financial statements for the year ended December 31, 2018.

9. **Reclassification**

Certain amounts have been reclassified on the prior year statement of financial position to conform to the current year reporting format. There was no effect on total assets, total liabilities, or total net assets.

10. **Subsequent Event**

Subsequent events have been evaluated through April 22, 2020, which is the date the financial statements were available to be issued.

The Commission's operations may be affected by the recent and ongoing outbreak of the coronavirus disease 2019 (COVID-19) which was declared a pandemic by the World Health Organization in March 2020. The ultimate disruption which may be caused by the outbreak is uncertain; however, it may result in a material adverse impact on the Company's financial position, operations, and cash flows.

National Commission on Correctional Health Care, Inc.

1145 West Diversey Parkway
Chicago, IL 60614
773-880-1460

Board of Representatives

Academy of Correctional Health Professionals	Jayne Russell, MEd, CCHP-A *
Academy of Nutrition and Dietetics	Barbara A. Wakeen, MA, RDN, CCHP
American Academy of Child and Adolescent Psychiatry	Elizabeth Lowenhaupt, MD, CCHP
American Academy of Family Physicians	Jeffrey J. Alvarez, MD, CCHP-P, CCHP-A *
American Academy of PAs	Peter C. Ober, JD, PA-C, CCHP
American Academy of Pediatrics	Paula Braverman, MD
American Academy of Psychiatry and the Law	Joseph V. Penn, MD, CCHP-MH * (chair)
American Association of Nurse Practitioners	Jennifer Clifton, DNP, FNP-BC, CCHP
American Bar Association	Patricia Blair, JD, PhD, CCHP-RN, CCHP-A *
American College of Correctional Physicians	Keith Ivens, MD
American College of Emergency Physicians	Eileen Couture, DO, RN, CCHP-P
American College of Healthcare Executives	Samuel L. Soltis, PhD, MHA, CCHP * (chair-elect)
American College of Obstetricians and Gynecologists	Carolyn Sufrin, MD, PhD
American College of Physicians	Newton Kendig, MD
American College of Preventive Medicine	Sylvie R. Stacy, MD, MPH, CCHP
American Counseling Association	Nancy B. White, MA, LPC * (treasurer)
American Dental Association	Capt. Michael Johnson, DDS, MPH
American Health Information Management Association	Pauline Marcussen, DHA, RHIA, CCHP * (secretary)
American Jail Association	Oscar Aviles, CJM, CCE, CCHP
American Medical Association	Liaison pending
American Nurses Association	Mary Muse, MS, RN, CCHP-RN, CCHP-A
American Osteopathic Association	George J. Pramstaller, DO, CCHP
American Pharmacists Association	Liaison pending
American Psychiatric Association	Debra A. Pinals, MD
American Psychological Association	Thomas J. Fagan, PhD, CCHP-MH *
American Public Health Association	Alison O. Jordan, MSW, LCSW
American Society of Addiction Medicine	Kevin Fiscella, MD, MPH, CCHP

National Commission on Correctional Health Care, Inc.

1145 West Diversey Parkway
Chicago, IL 60614
773-880-1460

Board of Representatives

International Association for Correctional and Forensic Psychology	Edwin I. Megargee, PhD, CCHP
National Association of Counties	Christopher T. Rodgers, MPA, MBA
National Association of Social Workers	Melvin H. Wilson, MBA, LCSW
National Medical Association	Wendi R. Wills El-Amin, MD
National Partnership for Juvenile Services	Carol Cramer Brooks, MPA
National Sheriffs' Association	Sheriff Heath Taylor
Society for Adolescent Health and Medicine	Robert E. Morris, MD, CCHP-P * (immediate past chair)

* indicates member of the Governance Board

CURRICULUM VITAE

Brent R. Gibson, MD, MPH, FACPM, CCHP-P
1145 W Diversey Pkwy, Chicago, IL 60614
brentgibson@ncchc.org | 773.880.1460 o | 312.905.5736 m

SUMMARY

Dr. Gibson is Chief Health Officer for the National Commission on Correctional Health Care. As the organization's physician executive, he works in both a leadership and technical capacity and is deeply engaged in defining the overall strategy and direction of the organization. Dr. Gibson directly advises the CEO, various NCCHC committees, and the Board of Directors on a variety of matters with a special emphasis on issues with clinical and public health implications. He actively promotes the work of the Commission by serving in numerous outreach, facilitation, and technical support capacities. He works closely with thought leaders, clinicians, and elected officials to facilitate education, training, and technical assistance as they develop local solutions for providing quality health care to incarcerated persons with specific needs.

Specific examples of his recent work include a novel NCCHC standard for the protection of the health of inmate workers, significant enhancements to the standard on clinical preventive services in jails and prisons, the launch of a novel physician certification (the CCHP-P) where he wrote and provided technical guidance on numerous test concepts and questions, lead for the National Response Plan for Suicide Prevention in Corrections and a new partnership with the American Foundation for Suicide Prevention. Dr. Gibson has served as the lead for NCCHC's participation in national, high-level forums focused on the response to the opiate crisis and Medication Assisted Treatment and the care of transgender patients in correctional environments.

Dr. Gibson also serves as Managing Director for the affiliated not-for-profit consulting firm NCCHC Resources, Inc. Here, he and his team have provided critical technical assistance to correctional health care programs nationwide. Under his direct leadership, NCCHC Resources has pioneered the Correctional Health Care Management Office, an innovative continuous quality improvement and risk reduction initiative now in practice. The CHCMO provides national health care experts on a continuous and ongoing basis to advise leaders and clinicians, monitor performance, perform auditing services, and support an overarching aim of continuous quality improvement.

Dr. Gibson is a licensed physician and is board-certified by the American Board of Preventive Medicine. He lives in the city of Chicago with his wife of 21 years and their six children.

PROFESSIONAL EXPERIENCE

National Commission on Correctional Health Care (NCCHC) &
NCCHC Resources, Inc. (NRI)
Chicago, Illinois
October 2012-present

Managing Director
NCCHC Resources, Inc. (NRI)
April 2019-present

A role created to oversee the growing consulting business of NCCHC, the Managing Director leads all day-to-day operations of NCCHC Resources, the not-for-profit technical assistance affiliate of NCCHC. Working closely with the NCCHC CEO, Dr. Gibson and his team work diligently to provide the nation's most qualified health care technical assistance for our

nation's jails, prisons, and juvenile detention facilities.

As proven leaders in public health and correctional health care, experts at NCCHC Resources, Inc., are dedicated to identifying and supporting critical opportunities to improve quality in correctional health care.

A recent disruptive innovation is the Correctional Health Care Management Office, an embedded capability through which NCCHC Resources experts work side-by side with executives and staff of local governments, health systems, and correctional programs to develop solutions to the most pressing challenges facing correctional health care today.

His leadership philosophy is based on the view that the correctional environment is a clinical practice setting just like any other, one where the health and welfare of patients is a top priority. After many years of work in technically complex medical support operations for the United States military (earning two Meritorious Service Medals), he developed a guiding principle that providing high quality health services (including mental health and substance abuse services) is essential to maintaining a safe and secure operational environment. His more recent experience in correctional health care has confirmed that the same principle holds true in jails and prisons.

In leading NCCHC Resources, Dr. Gibson leverages and builds on the unique and deep experience and institutional knowledge of NCCHC, the world's premier and most tenured correctional health care organization. He ensures that quality teams are immediately put to work solving the most pressing and challenging health care needs of the nation's jails and prisons.

Specific Duties

- Leads a growing management consultancy which provides technical consulting services for correctional health care customers
- Identifies, analyses, and develops solutions for both opportunities and challenges in the field of correctional health care
- Develops and executes the NRI business strategy
- Provides strategic advice to the NRI Board of Directors
- Communicates and maintains strong relationships with NRI customers, government stakeholders, and other key constituencies
- Oversees the company's financial performance and health
- Serves as public speaker and public relations representative of NRI in order to build and strengthen the company's reputation and standing in the field as the gold standard organization for correctional health care technical assistance
- Oversees a professional Project Management Office (PMO)
- Manages and coordinates work for a nationwide network of subject matter experts
- Works closely with the NCCHC marketing team to develop and refine messaging and develop communications strategies
- Develops complex project proposals, statements of work, and administratively manages revenues and expenses

Chief Health Officer,
NCCHC
January 2016-present

The NCCHC Chief Health Officer is a key member of the Executive Team at the National Commission on Correctional Health Care and NCCHC Resources, Inc. The CHO works in both a leadership and technical capacity and is engaged in defining the overall business strategy and direction of the organization while also providing clinical perspective to business challenges and opportunities. The CHO advises the CEO, various NCCHC committees, and the Board of Directors on a variety of matters with a special emphasis on issues with clinical and public health implications. The CHO actively promotes the work of the Commission by serving in numerous outreach, facilitation, and technical support capacities.

Specific Duties

- As Chief Health Officer to NCCHC, provides both technical knowledge and active support for sustainment and growth in the core areas of accreditation, certification, education, and publications
- Provides executive oversight to numerous and diverse critical association activities such as standing and *ad hoc* committee operations
    - Liaison to the Policy & Research Committee
    - Liaison to the Juvenile Health Committee
    - Member of the CCHP-P Subcommittee
    - Advisor to the Accreditation & Standards Committee
- Provides technical support and QA/QI services for accreditation surveys
- Represents NCCHC at meetings of major national organizations
    - The National Sheriffs' Association
        - Appointed member of the Education and Awards Committee
        - Appointed member of the Jail, Detention, and Corrections Committee
        - Appointed member of the Youth Programs and Juvenile Justice Committee
    - The American Medical Association
        - Official representative to the Section Council on Preventive Medicine
        - Official NCCHC Observer to the House of Delegates
    - The National Institutes of Corrections
        - Large Jail Network
        - Mental Health Network
    - Centers for Disease Control and Prevention
        - The Advisory Council on the Elimination of Tuberculosis
        - Public Health and Primary Care: Partners in Prevention
    - Substance Abuse and Mental Health Services Administration
        - Expert Panel on Medication-Assisted Treatment
- Supports customer service activities by responding to technical inquiries

- Serves as expert facilitator at NCCHC national meetings and at other educational programs
    - Special topic summits
    - Educational webinars
    - In-person presentations

Vice President, Operations
October 2012-January 2016
Immediately after joining NCCHC, Dr. Gibson served as a key executive for the organization widely recognized as setting the standard for health services in correctional facilities. Accomplishments include direct support for revisions of NCCHC's signature Standards for Health Services in Jails, Prisons, Juvenile Detention Facilities, Mental Health Programs and Opioid Treatment Programs. He also provided key leadership in bringing the nation's premier correctional health care leadership conference to all time high levels in terms of attendance and education content, successfully managed a large federal grant, and personally providing field-based assistance to several large and complex correctional health care programs. Dr. Gibson has also been the executive staff implementer for the Association Management System upgrade process and is trusted to serve as staff liaison to key committees such as Policy and Standards and Juvenile Health.

Federal Bureau of Prisons
United States Medical Center for Federal Prisoners
Springfield, Missouri
February 2011-October 2012

Clinical Director
June 2011-October 2012
Rapidly promoted to Clinical Director (One of only six Medical Referral Center Clinical Directors in the Bureau) where he served as a member of the Executive Team and as the ranking medical officer in the institution. Was responsible for developing and implementing the strategic objectives for the department and ensuring alignment and integration with the Chief Executive Officer's vision and strategic plan as well with that of the Health Services Division leadership in Washington, DC. Was directly responsible for institutional compliance with numerous Federal Bureau of Prisons and US Department of Justice policies and procedures as well as those of the American Correctional Association and the Joint Commission. Also developed and maintained collaborative relationships between the institution and the community to include local health systems, law enforcement, and business leaders.

Supervised a team of highly-trained medical personnel, including five other physicians, 12 mid-level providers, a dental section, and various support staff. As the final medical decision-maker of the institution and Chair of the Utilization Committee, supported efficient and appropriate management of large portions of the institution's approximately $80M budget. Oversaw and was responsible for the direct medical care of over 1,100 of the Bureau's most complex medical and custodial cases and provide liaison with and oversight of all specialty medical care provided by supporting contracted physicians. Chaired or served on a variety of administrative committees to include Bed Utilization,

Utilization Review, Blood and Tissue Utilization, and Mortality Review committees. Was responsible for review, approval, and integration of information from all expert medical consultations, non-formulary drug requests, and medical care provided by dozens of contract medical providers.

Medical Officer
February 2011-June 2011
Served as a Medical Officer for the most tenured Medical Referral Center within the Federal Bureau of Prisons. Provided specialized medical services and administrative support to patients assigned to Joint Commission accredited Long Term Care, Mental Health, and Ambulatory Care units and is involved in all aspects of health care delivery. Worked in concert with both institution staff and consultant specialists in various clinical areas, participated actively in health services medical in-service program, and assisted with training for mid-level practitioners, nursing staff, support services personnel, and peer professional staff. Along with all other correctional institution employees, is charged with responsibility for maintaining security of the institution.

Vice President of Medical Affairs
Atlas Research, LLC
Washington, DC
October 2008 – February 2011

Served as a medical executive in a start-up management-consulting firm with an emphasis on health services research, policy, and planning. Provided strategic insight into the healthcare delivery challenges facing both the public and private sectors and, as a senior physician leader in the company, gave a balanced clinical and executive perspective to clients. Provided subject matter expertise and management to a variety of projects to include support for major initiatives such as the Veterans Health Education and Outreach program (to include serving as principal investigator on a primary cardiovascular prevention pilot study) and the Policy and Planning Group for the Department of Veterans Affairs Office of Rural Health. In this capacity has supported multiple policies, programs, and studies focused on preventive medicine and population health for the $26 million program.

Also served as the executive sponsor and technical lead for an innovative project for the US Dept. of Health and Human Services where his team designed a *de novo* real-time data integration platform which gathers, analyzes, transforms, and normalizes data from a variety of distinct hospital Emergency Department Information Systems. In addition, serves as a physician subject matter expert for a variety of the firm's projects to include those focused on clinician training, medication management, women's health, and physical rehabilitation services. Assumed increasing responsibilities for corporate governance and business development and has initiated numerous process improvement initiatives to include developing "tiger teams" for target client agencies and vertical markets. He has codified the approach to bid and proposal writing and spearheaded the firm's first Joint Venture.

Occupational Medicine Physician
St. John's Health System
Springfield, MO
June 2008 – September 2008

Served as an occupational medicine physician at a freestanding clinic within a large hospital-based health system. The clinic served the working population of a multi-county area with a population of approximately 400,000. A broad variety of industries were served including automotive, transportation, healthcare, education, rubber products, food and beverage, entertainment, chemical, and local government. Also served as the medical director of St. John's Corporate Health in the city of Springfield and the immediately surrounding area.

In this capacity provided medical leadership to preventive medicine services provided to local businesses of all sizes. Specific duties included strategic planning; team building; liaison activities; research, analysis, and writing for specific initiatives; medical surveillance; and marketing. Accomplishments include support for development of an occupational and preventive medicine service line concept, critical appraisal of the local health status group report (health risk appraisal output), and conceptualization of local occupational medicine dashboard metrics.

United States Army
July 2001-June 2008

Occupational Medicine Instructor/Writer
U.S. Army Medical Department Center and School
San Antonio, TX
June 2006-June 2008
Provided instruction and curriculum development for Occupational Medicine and Public Health for the Academy of Health Sciences, Army Medical Department Center and School. Developed course work, provided classroom instruction, and evaluated U.S. and allied foreign military students on all aspects of Public Health and Preventive Medicine in both traditional and field environments. Clinical duties were performed at the Brooke Army Medical Center (BAMC) and included employment-related examinations such as fitness for duty, medical surveillance, pre-placement, and exit examinations. Served as the Chief of the Occupational Medicine Service (Acting) at BAMC, a large, tertiary care medical center—one of only eight in the U.S. Army at the time—and as regional consultant in Occupational Medicine. In this capacity supervised two other physicians, maintained a focused clinical practice, and provided expert consultative services to a large network of occupational medicine clinics.

Chief Medical Officer
U.S. Army, Pine Bluff Arsenal
Pine Bluff, AR
June 2002-June 2004

Served as the Installation Medical Authority for a large industrial complex with operations emphasizing safe and secure storage of weapons of mass destruction as well as conventional munitions manufacturing and storage. Served as the installation's only physician and was responsible for all clinical and administrative functions related to general practice and occupational medicine. Provided direct oversight of all medical operations with specific areas of responsibility including medical planning and training, clinical care, emergency medical response for a variety of complex industrial hazards, and determination of medical reliability of workers in critical positions.

Clinical duties included supervision of a physician assistant, a registered nurse, and several technicians and paramedics. Day to day duties included diagnosis and treatment of non-complicated illness and injury of the respiratory, gastrointestinal, musculoskeletal, cardiovascular, and neurological systems as well as for acute minor trauma such as that caused by slips, trips, falls, chemical and thermal burns, and other industrial causes. Occasional diagnosis and treatment of gynecologic and pediatric patients. Was also responsible for routine interpretation of laboratory results. Other clinical duties included occupational employment examinations (e.g. fitness for duty).

OTHER PROFESSIONAL EXPERIENCE

Adjunct Assistant Professor
Georgetown University School of Nursing and Health Studies
Washington, DC
October 2008 – September 2010

Performed a range of academic activities to include graduate level instruction, curriculum development, and research. Provided students and peers with an active physician executive's perspective on the modern US health care system. Designed and delivered curricula, lectures, and projects based on experience working in both public and private sector clinical and administrative positions. In addition, brought very specialized experience and expertise in regulatory compliance of military medical support programs.

Associate Medical Director
Becker and Associates Consulting
Washington, DC
January 2006 – July 2006

Served as the Associate Medical Director for a professional management consulting firm. Contributed clinical and epidemiology expertise to client assignments for FDA regulated products and on reimbursement matters. Supported project work pertaining to medical surveillance programs and industrial hygiene.

EDUCATION

2005 M.P.H., Uniformed Services University of the Health Sciences
Bethesda, MD
Health Services Administration Track (Specific training in health systems, health care law, health care financial management, qualitative assessment/improvement in health care, and decision making in health services.)

2001 M.D., Medical College of Georgia, School of Medicine
Augusta, GA

1997 A.B., Cornell University, College of Arts and Sciences
Ithaca, NY
Distinction in all subjects

Major in Biological Science
South Asian Studies Concentration

PROFESSIONAL TRAINING

Occupational and Environmental Medicine Residency, National Capital Consortium (*Walter Reed Army Medical Center, National Naval Medical Center, Malcolm Grow United States Air Force Medical Center*), Washington, DC
2004-2006

Transitional Year Internship, Madigan Army Medical Center,
Tacoma, WA
2001-2002

BOARD CERTIFICATION

American Board of Preventive Medicine: Occupational Medicine
2007-2027

SELECTED HONORS AND RECOGNITIONS

Fellow of the American College of Preventive Medicine
United States Meritorious Service Medal (two awards)
United States Army Commendation Medal (two awards)
2007 AMA Foundation Leadership Award
Delta Omega National Public Health Honor Society
Phi Beta Kappa
Arkansas Capitol Citation
Arkansas Traveler Award
Raymond P. Alqhuist Award for Pharmacology and Toxicology
Elmer Markham Johnson Prize for English writing
Cornell University Dean's List
Golden Key National Honor Society
Phi Kappa Phi National Honor Society

PROFESSIONAL AFFILIATIONS

American Society of Association Executives
American College of Preventive Medicine
American Medical Association
Association Forum of Chicagoland

PREVIOUS ACADEMIC APPOINTMENTS

Adjunct Assistant Professor, Georgetown University, School of Nursing & Health Studies, 2008-2010

Teaching Fellow, Uniformed Services University of the Health Science, Department of Preventive Medicine and Biometrics, 2005-2008

OTHER CERTIFICATIONS, EXPERIENCE, AND TRAINING

Current Active Licensure
Unrestricted Medical License: Missouri

Specialized Training
Advanced Cardiac Life Support
Federal Bureau of Prisons Principles of Leadership
Federal Bureau of Prisons Introduction to Correctional Techniques, Phases I and II
Medical Effects of Ionizing Radiation
Medical Management of Chemical and Biological Casualties
Toxic Chemical Training Course for Medical Support Personnel
Army Medical Department Officer Basic Course
Combat Casualty Care Course
Family Advocacy Staff Training

Previous Committee Assignments and Other Administrative Experience
Chair, Utilization Review Committee, United States Medical Center for Federal Prisoners
Department of Defense Liaison Member of Toxic Substances Control Act Interagency Testing Committee
Chair, Case Review Committee, Pine Bluff Arsenal
Secretary, Association of Preventive Medicine Residents
Chief Resident, National Capital Consortium, Occupational and Environmental Medicine Residency
Medical student ethics small group facilitator, School of Medicine, Uniformed Services University of the Health Sciences
Transitional Year representative to the Institutional Coordination Committee, Madigan Army Medical Center

PUBLICATIONS

1. Gibson, B. Suicide Prevention: Everybody's Business. Guest Editorial. American*Jails*. May/June 2019.

2. Gibson, BR. Ask the Expert: How Can I Best Provide Care to My Incarcerated Patient with Pulmonary Hypertension? Advances in Pulmonary Hypertension, Volume 17, Number 2; 2018.

3. Fiscella, K and Gibson B. Management Techniques for Opioid-Dependent Inmates, American*Jails*. May/June 2018.

4. Gibson, BR and Phillips, G. Challenges and Opportunities in Correctional Health Care Quality: A Descriptive Analysis of Compliance with NCCHC Standards, Journal of Correctional Health Care, Volume 22, Issue 4 (October 2016).

5. Jacobsen, D and Gibson B. Pilot Test to Improve the Initial Health Assessment Paves the Way for Change. CorrectCare Volume 30, Issue 3 (Summer 2016).

6. Gibson, BR and McBride D. CHORDS: An Opportunity for Improvement. CorrDocs Volume 18, Issue 2 (Summer 2015).

7. Zema CL, Simon SR, Ho S, Kim E, Ahluwalia J, Einhorn A, Alemi F, Gibson BR. Chapter 8: Strengths and Weaknesses of Using EHRs for Health and Disease Management. In: Turpin R, Hay J, Migliaccio-Waller K, Arnold R, eds. In: Reliability and Validity of Data Sources in Disease Management. Lawrenceville, NJ: International Society for Pharmacoeconomics and Outcomes Research; 2012.

8. Alemi F, Gibson BR, Zema CL. Chapter 10: Real-time Applications of EHR data. In: Turpin R, Hay J, Migliaccio-Waller K, Arnold R, eds. In: Reliability and Validity of Data Sources in Disease Management. Lawrenceville, NJ: International Society for Pharmacoeconomics and Outcomes Research; 2012.

9. Suh R, Ormsby J, Katz, SJ, Gibson BR. Chapter 11: Policymaker Perspectives on Electronic Health Records. In: Turpin R, Hay J, Migliaccio-Waller K, Arnold R, eds. In: Reliability and Validity of Data Sources in Disease Management. Lawrenceville, NJ: International Society for Pharmacoeconomics and Outcomes Research; 2012.

10. Henemyre-Harris C, Murrow M, Logan T, Gibson B, and Gum R. Occupational Health and the Chemical Surety Mission In: The Textbook of Military Medicine: Medical Aspects of Chemical Warfare. Washington, DC: The Borden Institute; 2009: 593-612.

11. Suh R, Gibson B. Leishmaniasis. In: Domino FJ, ed. The 5-Minute Clinical Consult 2008. Philadelphia, PA: Lippincott, Williams & Wilkins; 2008: 722-723.

12. Suh R, Gibson B. Measles (Rubeola) In: Domino FJ, ed. The 5-Minute Clinical Consult 2008. Philadelphia, PA: Lippincott, Williams & Wilkins; 2008: 774-775.

13. Gibson B, Sur R, Tilson H. The US Drug Safety System: Role of the Pharmaceutical Industry. Pharmacoepidemiology and Drug Safety 16:1-5 (2007).

14. Sheehan J, Gibson B, Sisk B. Expanding the Role of Preventive Medicine in the US Army: Cooperation and Integration. The Army Medical Department (AMEDD) Journal April-June, 2007.

15. Gibson B, Suh R. (2007, March 13). APHA 2006 – One World: Global Focus – Doctors with Borders: The Role of Health Professionals in War and Human Rights. Medscape Today. Retrieved from http://www.medscape.com/viewarticle/553271

16. Gibson B, Fox-Samson C, Rowe J. Civilian Medical Qualification Determinations. Military Medicine 132(1): 58-62 (2007).

17. Gibson BR, Suh R. Radiation Sickness. In: Domino FJ, ed. The 5-Minute Clinical Consult 2007. Philadelphia, PA: Lippincott, Williams & Wilkins; 2007: 1040-1041.

18. Suh R, Gibson B. Psittacosis. In Domino FJ, ed. The 5-Minute Clinical Consult 2007. Philadelphia, PA: Lippincott, Williams & Wilkins; 2007: 1020-1021.

19. Tilson H, Gibson B, Suh R. FDA and the Drug Safety System: The Role of the Pharmaceutical Industry. Commissioned by the IOM Committee on the Assessment of the US Drug Safety System. 2006.

20. Gibson BR, Muir-Padilla J, Champeaux, A, Suarez ES. Mesenchymal Dysplasia of the Placenta. Placenta 25: 671-672 (2004).

21. Gibson BR, Peterson AC, Costabile RA. "Priapism in a Patient with Hemoglobin C Trait. Journal of Urology 168(5): 2122 (2002).

22. Gibson BR, Phrenology Recovered. Discoveries. John S. Knight Writing Program, Cornell University, 1(1): 9-17 (1995).

23. Highsmith AK, Cooper MR, Peacock H, McKeon LL, Gibson, BR Not Just Doing Science, but Saying and Showing It. Clinical Microbiology Newsletter. 14(6): 44-66 (1992).

PRESENTATIONS

24. Invited Speaker (via webinar), U.S. Dept. of Health and Human Services Reentry / Criminal Justice Working Group: Best Practices and Guidelines for Jail-Based MAT, June 19, 2019.

25. Invited Panelist, American Jail Association 2019 Conference & Jail Expo. Workshop: Best Practices and Guidelines for Jail-Based MAT, May 20, 2019.

26. Invited Panelist, George Washington University Symposium: Improving the Care and Management of Incarcerated Transgender Patients. August 15-16, 2018.

27. Invited Panelist (via telephone), SAMHSA GAINS Center Expert Panel on MAT Medication Diversion in Jails. July 20, 2018.

28. Invited Panelist, SAMHSA Expert Panel Meeting on MAT and Recovery Housing. July 13, 2018.

29. Invited Panelist, National Sheriffs' Association 2018 Annual Educational & Technology Expo. Seminar: Medication Assisted Treatment (MAT) and the Promising Practices Guidelines. June 18, 1028.

30. Invited Speaker, Academic and Health Policy Conference on Correctional Health Care. Challenges in Corrections-based OTPs. March 22, 2018.

31. Invited Speaker, National Sheriffs' Association Annual Conference. Updates in Correctional Mental Health Care. June 26, 2016.

32. Invited Speaker, Academic and Health Policy Conference on Correctional Health Care. Practical Innovations in Large Jail Health Care. March 17, 2016.

33. Guest Lecturer, Loyola School of Law, Beazley Institute for Health Law and Policy. Introduction to Correctional Health Care. February 16, 2016.

34. Invited Speaker, National Commission on Correctional Health Care 2016 Fall Conference CHORDS: Applying Improvement Science to Correctional Health Care. October 19, 2015

35. Invited Speaker, NIC Large Jail Network Meeting, Introduction to the National Commission on Correctional Health Care. September 28, 2015.

36. Invited Speaker, National Sheriffs Association 2015 Annual Conference, State of Jail Health Care 2015. June 30, 2015.

37. Invited Speaker, National Commission on Correctional Health Care 2015 Spring Conference, CHORDS: Applying Improvement Science to Correctional Healthcare. April 14, 2015.

38. Facilitator, National Commission on Correctional Health Care 2013 National Conference, How to Select and Successfully Implement an EHR That is Right for Your Mission. October 30th, 2013.

39. Facilitator, National Commission on Correctional Health Care 2013 National Conference, From Patient Safety to Information Security: The Experts Talk About Electronic Health Records. October 30th, 2013.

40. Invited Speaker, National Commission on Correctional Health Care 2013 Spring Conference. Correctional Health Outcomes and Resource Data Set (CHORDS). April 23, 2013.

41. Invited Speaker, Rotary Club of Springfield Southeast, The United States Medical Center for Federal Prisoners: Excellence in Correctional Medicine. May 24, 2012.

42. Moderator, Preventive Medicine 2012, Correctional Health (Featuring Rear Admiral Newton Kendig, Medical Director, Federal Bureau of Prisons). February 23, 2012

43. Moderator, Preventive Medicine 2012, Entrepreneurism: Opportunities in Preventive Medicine, Policy, and Business. February 25, 2012

44. Moderator, Preventive Medicine 2011, Aligning Worksite Wellness Initiatives with New Federal Legislation (Featuring Ron Z. Goetzel, PhD). February 19, 2011.

45. Co-Author, American Public Health Association Annual Meeting, Rural Veteran Transportation Options: Improving Access to Care. November 9, 2010.

46. Co-Author, American Public Health Association Annual Meeting, Rural Health Communications Strategies & MyHealtheVet Outreach Project. November 8, 2010.

47. Panelist, Preventive Medicine 2010, Preventive Medicine in Rural America: A Case Study of Rural Veterans. February 20, 2010.

48. Panelist, Preventive Medicine 2010, Maneuvering Contracts and Negotiations. February 19, 2010.

49. Panelist, Preventive Medicine 2009. Navigating Career Transitions in Preventive Medicine. February 13, 2009.

50. Instructor, 2009 Preventive Medicine Review Institute: Medical Economics & Health Services Management. February 11, 2009.

51. Guest Lecturer, Georgetown University School of Medicine, Department of Microbiology and Immunology. Defense Threat Reduction Initiatives. Combating Weapons of Mass Destruction-Weapons 1. January 12, 2009.

52. Moderator, American Occupational Health Conference. Veterans Health Transitions and Disability Evaluations (Featuring the Honorable James Peake, Secretary of Veterans Affairs). April 15, 2008.

53. Invited Speaker, Setting an Ethical Agenda for Health Promotion Conference. An Ethical Imperative: The Role of Industry in Drug Safety in the United States. September 19, 2007.

54. Co-Presenter, Setting an Ethical Agenda for Health Promotion Conference. Public Health and the Increasing Global Threat of Catastrophe: Changing Perceptions of Medical Ethics. September 20, 2007.

55. Moderator, American Occupational Health Conference, Military Section Panel, Integrating Core Functions: Lessons from the Environmental Safety and Occupational Health Management System. May 8, 2007

56. Invited Speaker, North Atlantic Treaty Organization (NATO) Clean Care Exercise. Military Public Health and the Increasing Global Threat of Catastrophe: Changing Perceptions of Medical Ethics. March 14, 2007.

57. Panelist, Preventive Medicine 2007. Reducing the Risks and Increasing the Benefits of Marketed Drugs: FDA, IOM, Health System, Patient, and Industry Perspective. February 24, 2007.

58. Co-Author, Preventive Medicine 2007. Reducing Illness and Decreasing Lost-Work days in a Military Training Environment: The Effect of a Comprehensive Hand Hygiene Program. February 23, 2007.

59. Panelist, Preventive Medicine 2007. Expanding the Boundaries of Preventive Medicine: Career Opportunities Outside the PM Box. February 22, 2007.

60. Moderator, Georgetown University, School of Nursing and Health Studies. An Insider's View of the Public Policy Process. *Health Systems and Policies in Transition.* June 27, 2006.

61. Concurrent Session Presenter, Centers for Disease Control and Prevention, 24th National Directors of Health Promotion and Education. Avoiding the Pitfalls: Calculating ROI and Making the Business Case for Health Promotion and Education Programs. May 24, 2006.

62. Invited Speaker, U.S. Occupational Safety and Health Administration Journal Club Nanotechnology: Guidance and Regulation. February 21, 2006.

63. Guest Lecturer, Georgetown University, McDonough School of Business. *Health Care Consulting Practicum.* February 13, 2006.

64. Guest Lecturer, Georgetown University, McDonough School of Business. *Health Care Consulting Practicum.* January 11, 2006.

65. Guest Lecturer, Georgetown University, School of Nursing and Health Studies. Bioterrorism and the Health System Response. *Health Systems and Policies in Transition.* June 26, 2005.

66. Guest Lecturer, Georgetown University, School of Nursing and Health Studies. Comparative Health Systems. *Health Systems and Policies in Transition.* June 21, 2005.

67. Panelist, Association for Politics and the Life Sciences, Annual Meeting Making Environmental Information Available to the Public – Occupational Health and Access to Chemical Testing Information. September 3, 2005.

68. Invited Speaker, Materials of Evolving Regulatory Interest Team, Office of the Assistant Deputy Undersecretary of Defense for Environment, Safety and Occupational Health The Toxic Substances Control Act and the DoD. July 19, 2005.

69. Guest Lecturer, Georgetown University, School of Nursing and Health Studies. Comparative Health Systems. *Health Systems and Policies in Transition.* March 3, 2005.

70. Invited Speaker, Preventative Medicine and Biometrics Seminar Series, Uniformed Services University for the Health Sciences: EPA's Resource Input Strategy for Tox-to-Consumer Project. November 10, 2004.

71. Invited Speaker, Tox-to-Consumer Federal Interagency Working Group, National Library of Medicine, Specialized Information Services: EPA's Resource Input Strategy for Tox-to-Consumer Project. September 28, 2004.

72. Invited Speaker, Noon Lecture Series, Family Practice Residency Program, University of Arkansas for Medical Sciences, Area Health Education Center – Pine Bluff: "Mustard Agent" April 26, 2004

73. Invited Speaker, Noon Lecture Series, Family Practice Residency Program, University of Arkansas for Medical Sciences, Area Health Education Center – Pine Bluff: "Nerve Agent" April 19, 2004.

POSTER PRESENTATIONS

74. M. Handrigan, A. Roszak, M. Cogdell, **B. Gibson,** G. Harman, Y. Hassan, J. Juarez, R. Muttukumaru, D. Roseman, M. Smith. Emergency Department Situational and Tactical Awareness Tool. American Occupational Health Conference 2011. March 26, 2011.

75. S. Wood, T. Crawford, R. Suh, **B. Gibson**. Planning Rehabilitative Expansion for Veterans. Preventive Medicine 2011. February 16, 2011.

76. R. Suh, K. Hawthorne, R Hartman, J. Ahluwalia, **B. Gibson**. Outreach Clinics: A Methodology for Policy Decision Making. Preventive Medicine 2009. February 12, 2009.

77. R. Suh, **B. Gibson**. Community Partnerships and Patient Navigator Systems. Preventive Medicine 2009. February 12, 2009.

78. K. Hawthorne, R. Suh, **B. Gibson,** R. Hartman. Telemedicine Approaches to Improve Access and Quality of Care. Preventive Medicine 2009. February 12, 2009.

79. Ryung Suh, MD, MPH, MPP, MBA, Kara Hawthorne, MSW, Jaspal Ahluwahlia, MD, MPH, Sarah Johnson, **Brent R. Gibson, MD, MPH**, Richard Hartman, PhD. Rural Veterans: State of the Science and Future Directions. American Public Health Association Annual Meeting and Exposition. October 28, 2008.

80. Ryung Suh, MD, Kara Hawthorne, MSW, Jaspal Ahluwahlia, MD, MPH, **Brent R. Gibson, MD, MPH**, Sarah Johnson, Richard Hartman, PhD. Clinical Preventive Services in Rural Settings: The Role of Government in Promoting More Effective Health Promotion and Disease Prevention Practices. American Public Health Association Annual Meeting and Exposition. October 28, 2008.

81. Kara Hawthorne, MSW, Ryung Suh, MD, MPH, MPP, MBA, Sarah Johnson, **Brent R. Gibson, MD, MPH,** Richard Hartman, PhD. Mental Health Services for Rural Veterans: An Assessment of Rural or Small Community Based Outpatient Clinics in Providing Timely Mental Health Services. American Public Health Association Annual Meeting and Exposition. October 28, 2008.

82. Kara Hawthorne, MSW, Ryung Suh, MD, MPH, MPP, MBA, Sarah Johnson, Shivaani Prakash, **Brent R. Gibson, MD, MPH**, Richard Hartman, PhD. 21st Century Telemedicine Strategies for Rural Veterans. American Public Health Association Annual Meeting and Exposition. October 28, 2008.

83. Kara Hawthorne, MSW, Ryung Suh, MD, MPH, MPP, MBA , Shivaani Prakash, Sarah Johnson, **Brent Gibson, MD, MPH**, Richard Hartman, PhD. Fee Basis Program in Rural Settings: Veterans Health Care Across Organizational Boundaries. American Public Health Association Annual Exposition and Conference. October 27, 2008.

84. Kara Hawthorne, MSW, Ryung Suh, MD, MPH, MPP, MBA, Sarah Johnson, **Brent R. Gibson, MD, MPH,** Richard Hartman, PhD. Expanding the Rural Public Health Research Agenda Through Collaboration. American Public Health Association Annual Meeting and Exposition. October 27, 2008.

85. Richard Hartman, PhD, Kara Hawthorne, MSW, Jaspal Ahluwahlia, MD, MPH, Sarah Johnson, **Brent R. Gibson, MD, MPH**, Ryung Suh, MD MPH MPP MBA. Collaborative Strategies in Rural Settings: Improving Access to Quality Care for Veterans. American Public Health Association Annual Meeting and Exposition. October 27, 2008.

86. Richard Hartman, PhD, Kara Hawthorne, MSW, Shivaani Prakash, **Brent R. Gibson, MD, MPH**, Ryung Suh, MD. Long-Term Care Services for Rural Veterans: An Assessment of Average Daily Census in Non-Institutionalized Settings for Veterans Residing in Rural Areas. American Public Health Association Annual Meeting and Exposition. October 26, 2008.

87. Richard Hartman, PhD, Kara Hawthorne, MSW, James Minier, **Brent R. Gibson, MD, MPH**, Ryung Suh, MD MPH MPP MBA. Data-Driven Decision-Making: A Model Decision Support Analytic Tool. American Public Health Association Annual Meeting and Exposition. October 28, 2008.

88. Ryung Suh, MD MPH MPP MBA, Richard Hartman, PhD, Sarah Johnson, Shivaani Prakash, **Brent R. Gibson, MD, MPH**, Kara Hawthorne, MSW. Mobile Care Delivery Models: Improving Access to Counseling and Other Services. American Public Health Association Annual Meeting and Exposition. October 27, 2008.

89. **B Gibson,** O Funke, R Suh, J Sheehan, B Sisk. Contextual Access Criteria as a Means to Improving Patient Privacy in the Age of the Electronic Medical Record. Setting an Ethical Agenda for Health Promotion. September 20, 2007.

90. **B. Gibson,** B. Sisk, J. Sheehan Jr, C. Smelser, R. Suh. The Prevention Factor: How Preventive Medicine Will be a Powerful Force in Value-Based Competition. Preventive Medicine 2007. Miami FL. February 21-24, 2007

91. R. Hartman, A. Einhorn, R. Suh, **B. Gibson.** Integrating Core Functions: Lessons from the Environmental Safety and Occupational Health Management System." Preventive Medicine 2007, Miami FL. February 21-24, 2007

92. R. Suh, R. Hartman, A. Einhorn, **B. Gibson,** S. Chen. Fighting for Health Promotion and Disease Prevention. Preventive Medicine 2007, Miami, FL. February 21-24, 2007.

93. R. Suh; **B. Gibson;** A. Einhorn; R. Hartman. Doctors with Borders: Military Health Professionals. Preventive Medicine 2007, Miami, FL. February 21-24, 2007.

94. **Gibson BR**, Suh R, Eng E, Cottrill C, Lane, D, Hooper, T. Assessing and Improving the User Interface of the Public Health Data Project: 2006 Update. Preventive Medicine 2006. Reno, NV. February 22-26, 2006.

95. Suh R, **Gibson B**, Smelser C. Economic Evaluation of Disease Management Programs Preventive Medicine 2006. Reno, NV. February 22-26, 2006.

96. **Gibson BR**, Cottrill C, Lane, D, Hooper, T. Assessing and Improving the User Interface of the Public Health Data Project. United States Army Force Health Protection Conference, Louisville, KY, August 8-10, 2005.

97. **Gibson BR**, Cottrill C, Lane, D, Hooper, T. Assessing and Improving the User Interface of the Public Health Data Project. Uniformed Services University of the Health Sciences Research Colloquium, Bethesda, MD, 17-18 May 17

Deborah A. Ross

CAREER SUMMARY

Thirty years of experience in the association, convention, and global hospitality industry. Driven successful leader recognized by my industry peers as well-rounded industry professional with a broad and diverse range of functional experience. Confident and articulate communicator with a successful record of accomplishment in building and maintaining client relationships. Proven industry networker, building key relationships in local and national markets to drive our brand presence.

Demonstrated abilities include executive management, educational development, foundation engagement, association management, live event creation, advertising, sponsorship, grant writing, financial oversight, marketing, and strategic account management. Experienced in both a short-term and long-term sales cycle development.

PROFESSIONAL EXPERIENCE

National Commission on Correctional Health Care — June 2019- present
Chief Executive Officer

- Develop and implement strategic plans that meet the goals and objectives created by the Board of Directors
- Responsible for fiscal management that generally anticipates operating within the approved budget, ensures maximum resource utilization, and maintenance of the organization in a positive financial position
- Work on proactively addressing the challenges in the internal and external environment to protect the interests of our industry and the patients we serve
- Communicate effectively with the Board in a timely and accurate manner, all information necessary for the Board to function properly and to make informed decisions
- Maintain and manage quality staff and a healthy office environment
- Create a culture of transparency and communication throughout the organization with all key stakeholders
- Ensure that the organization remains fiscally sound and operates within the boundaries of the budget established by the Board of Directors

NCCHC Correctional Health Foundation — January 2019 – June 2019
Executive Director

- Develop, implement and evaluate key fundraising strategies to support the mission of the NCCHC Correctional Health Foundation successfully
- Work with NCCHC Foundation Board of Trustees to successfully conduct Foundation business; including the execution of board meetings, recruitment, and support of Foundation committees and board elections processes.
- Develop community relationships, direct marketing programs and events to cultivate, motivate, and solicit individual, foundation and corporate donors.

- Maintain personal, regular communication with annual giving donors through effective donor communications and cultivation activities. Ensure successful implementation of the plan through support and engagement from the Foundation Coordinator. This includes writing general and personalized acknowledgment letters and leading offsite events when required.
- Oversees the annual appeal program including memorial gifts and bequests, as well as the employee giving program increasing participation in annual giving.
- Coordinate and write grant and endowment requests for funds from the corporate and private sector.
- Develop an annual giving budget in conjunction with the finance team. Prepare regular, reconciled financial reports on, individual, foundation, and corporate fundraising activities coordinated with the NCCHC Finance Department
- Coordinate and oversee major events. Oversee the application and disbursement process of scholarship and research funds.
- Create and evaluate NCCHC Foundation outreach programs and fundraising activities with the goal of maximizing support for the NCCHC Correctional Health Foundation.

National Commission on Correctional Health Care 2013 - 2019

Vice President, Education & Meetings

- Plan, organize and direct continuing education program, including continuing education reaccreditation processes for ACCME, ADA, ANCC, APA, NASW
- Write and manage all educational grants
- Coordinate and facilitate meetings including oversight of registration process, preparation and distribution of meeting materials, space planning, plan room setups and A/V and menus
- Manage meeting site RFP activities, including contract negotiations
- Develop and manage communication with speakers; coordinate abstract requests; manage committee and executive selection processes
- Manage and develop overall conference budgets
- Identifies key education needs and recruits of volunteer, industry speakers and workshop leaders
- Conducts and oversees post-meeting evaluations, recommends and implements areas for improvement, potential cost savings and potential revenue producing areas of interest.
- Serve as education committee liaison

Toronto Convention & Visitors Bureau 2010 – 2013

Account Director of Sales - Midwest/West US

- Identify and build product roadmaps in support of our brand
- Strong aptitude for identify and carryout sales projects/initiatives
- Generate leads & close business
- Assist member partners with sales and marketing
- Work as the liaison between bureau members and our clients
- Represent destination at trade shows and other industry events
- Build destination brand loyalty
- Involved in the development of budgets and audit of expenses
- Necessary education/experience required to sell both intangible and tangible products

National Commission on Correctional Health Care 1999 - 2010
Director of Education & Meetings

- **See above**

The Sherwood Group *(Association Management Company)* 1997 - 2010
Executive Director

- Association Management Executive for numerous associations RadTech International North America, an International manufacturing trade association; ISTSS, the International Society of Traumatic Stress Studies a Medical Association and ABHM, Association on Behavioral Health Care Management
- Provided support across a broad spectrum of association responsibilities, including administration, strategic and operating plan implementation and progress monitoring, budget development and oversight, committee management and membership strategy
- Coordinated service delivery by staff specialists in meetings, education, sales, leadership, information services, marketing and communications
- Set direction and targets, develop and implement programs, identify resources
- Serve as the staff liaison to the board of directors
- Strategic plan program administration and monitoring
- Budget planning and analysis
- Operating and business plan development
- Management of a multidisciplinary client team, ensure implementation of scope of work, coordination with other departments for service delivery.
- Manage team to results through strong performance management, goal setting, coaching.

PROFESSIONAL AFFILIATIONS

PCMA GREATER MIDWEST CHAPTER
475 planner members, 475+ corporate members, 13-person Board of Directors

- Board of Directors Professional 2019 -2020
- Community Service Chapter Member 2018
- Awards Committee Member 2016 – 2017
- Sponsorship Committee Immediate Past Chair 2015
- Sponsorship Committee Chair 2014
- Sponsorship Committee Chair-Elect 2013
- Sponsorship Committee Member 2004 - 2012
- Member of the Chapter Since 2000 - Present

EDUCATION

Northeastern University – Bachelor of Arts Major: Communications & English

Professional references attached

ROBERT BURTLEY

PROFESSIONAL PROFILE

- Broad knowledge of accounting systems, accounting procedures and policies, financial management and budgeting.
- Extensive knowledge of Generally Accepted Accounting Principles (GAAP) for non-profit organizations.
- Financial background includes producing financial reports (monthly, quarterly and annually).
- Strong background in Problem Solving, Technical Support and Business Management.
- Working knowledge of Association Management systems, and the integration into a comprehensive electronic knowledge data base.
- Instrumental in devising and implementing accounting and financial procedures and controls.
- Major strengths in administration of work flow organization, interdepartmental coordination, needs assessment and forecasting.
- Diplomatic and articulate communication skills with impacting representation when interfacing with individuals on all skill and professional levels.
- Understand and explains complex concepts with clarity and precision.

EDUCATION:

Master of Science: Business Administration — **Concentration: Management**
Purdue University, Hammond, IN — Graduated May 2000

Bachelor of Science: Business Administration — **Concentration: Accounting**
Indiana University, Gary, IN — Graduated May 1987

CAREER HISTORY

The National Commission on Correctional Health Care – Chicago, IL
CFO/Director of Finance – 2007 to Present

- Prepares all financial reports, including income statement, balance sheet, sales tax and reports for grants.
- Oversee and lead the annual budgeting and planning process and review all financial plans and budgets.
- Coordinates the annual audit with external auditors.
- Prepares year end work papers for annual audit
- Prepares and presents materials for/to the Finance Committee and Board of Directors.
- Partner with the President on operational and strategic issues as they arise.
- Meets regularly with department heads to keep them informed of financial matters and to offer direction.
- Responsible for semi-monthly payroll.
- Supervises investment of idle funds.
- Saved the commission over $150k due to prepayment of bond issue.
- Prepares indirect cost rate proposals.
- Developed NCCHC investment policy.
- Developed NCCHC reserve policy.
- Manage VP Office Operations, Accounting Assistant, and Customer Service Specialist.

Chicago Architecture Foundation – Chicago, IL
Accounting Manager – 2002 to 2007

- Responsible for the maintenance of general ledger and account reconciliations.
- Prepared monthly financial statements.
- Completed month end and fiscal year end close and supporting journal entries.
- Assisted in preparation of annual budget and verified entry into the accounting system.
- Interacted with any and all staff in assisting and/or coordinating financial reporting.
- Continually reviewed, recommended, and implemented accounting procedures to ensure accuracy, timeliness and financial control.
- Responsible for payroll; fixed assets; tax reporting; reconciliation of bank account and other support activities.
- Managed Finance Assistant and Receptionist.

The Gary Community School Corp – Gary, IN
Manager of Budget and Finance -1996 to 2001

- Orchestrated all aspects of planning for the preparation, updating and monitoring of the annual budget (in excess of $135MM) for 40 schools and 20 associated departments.
- Directed the management of the schools corporations' investments and financing of payrolls and general expenditures.
- Coordinated forecasted income projections and cash flow management directives.
- Conceptualized and developed strategic implementation procedures for the AS400 computer/mainframe programs in the areas of budgeting, projections, monitoring, receipting and investments.
- Provided all monthly reports, summaries, schedules and analyses concerning fund status for the General, Debt Service, Capital Projects, Food Service, Transportation, Special Education and Textbook Rental.
- Assumed full responsibility in the testing of internal controls.
- Developed and designed standard operating procedures for the budget and finance office.
- Interfaced with other key departmental heads in identifying and rectifying all financial discrepancies.
- Conducted presentations before the School Board and other extraneous committees.
- Managed all aspects of the printing office.
- Successfully negotiated a $1MM secured line of credit for corporate interests.
- Managed a team of five.

The Adler Planetarium – Chicago, IL
Assistant Business Manager – 1992 to 1996

- Primary responsibilities required the strategic restructuring of designated financial statements to conform to the Financial Accounting Standards Board.
- Performed all major accounting functions, handled monthly statements and general ledgers for all major funds (e.g. Operating Fund, Restricted Fund, and P.E.E. Fund).
- Recorded and verified all income sources.
- Interfaced extensively with key museum figures to ensure the accurate and expedient rectification of financial concerns.
- Performed quarterly audits of cashiers.
- Handled all tax reporting, prepared monthly payroll and provided assistance with the annual audit of financial records.
- Assisted in the designing, testing and implementation of a new computerized accounts payable system utilizing the Peachtree accounting software package.
- Directly supervised the Staff Accountant, Computer Analyst and Computer Analyst Assistant

Motorola, Inc. – Arlington Heights, IL
Accountant II – 1987 to 1992

NCCHC Resources, Inc.
1145 West Diversey Parkway
Chicago, IL 60614
773-880-1460

Key Personnel

Curriculum Development Services				
Name	**Job Title**	**Salary**	**% Paid from this Contract**	**Amount Paid from this Contract**
Brent Gibson	Managing Director	259,751	.103%	266.41
Deborah Ross	CEO	179,164	0	0
Robert Burtley	CFO	139,700	0	0