

STATE OF NEW MEXICO  
NEW MEXICO CORRECTIONS DEPARTMENT  
GENERAL SERVICES CONTRACT AMENDMENT No. 1  
17-770-1300-0013

THIS AGREEMENT is made and entered into by and between the State of NEW MEXICO CORRECTIONS DEPARTMENT hereinafter referred to as the "Agency," and MHM CORRECTIONAL SERVICES, INC., hereinafter referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

**A. PURPOSE:**

The purpose of this Amendment is to amend Section 1. of the current scope of work to add a subsection F. to implement staffing penalties and to require the Contractor to provide monthly time record reports and other records related to employees and staffing.

**B. SECTION(s) TO BE AMENDED:**

- I.) Attachment I, Scope of Work, is hereby amended to include subsection F., as follows:

**ATTACHMENT I**

**SCOPE OF WORK #1**

**Contractor shall provide:**

**F. Staffing Paybacks for Unfilled Hours of Service:** Contractor will provide evidence-based behavioral health services on-site to Agency female inmates by trained and appropriately licensed staff in accordance with all applicable policies and standards. Staffing levels are listed in the Staffing Pattern for both facilities, as outlined in Attachment III to the Agreement. Staffing paybacks will not be imposed during the first 180 days of the Agreement, and after the 180 day period, may be assessed or imposed by the Agency at its discretion.

- a. On a monthly basis, Contractor will provide the Agency with an itemized list of hours worked at each Agency facility, by position for each of the positions identified in the staffing pattern attached as Attachment III. Supporting payroll and automated time-keeping information that demonstrates and verifies filled and unfilled hours per position/per facility is to be provided. The listing of hours worked, in addition to designating the name of the employee and the position occupied, must be reported monthly utilizing the institutional staffing worksheet provided by the Contractor.

- b. Payroll information and the staffing worksheet will be the authorized documents from which staffing penalties will be determined. Contractor will provide a monthly report in the form of the approved workbook outlining the fulfilled staffing hours worked of the individual institutions, to the NMCD Behavioral Health Bureau Chief.
- c. Paybacks for unfilled hours (worked) of service will apply to the all positions or part time positions contained in Attachment III.
- d. Provider/Staff PTO hours (sick/vacation/personal) will not be included as hours worked, and on-site training/CME hours will be included as hours worked.
- e. Hours will be reported quarterly by facility. In the event that less than ninety (90%) of the required staffing hours of the designated position classifications are worked in a given quarter for any position subject to a payback assessment per Facility, Contractor shall credit the NMCD for such unfilled hours worked to the extent that such hours, per position, fall below the 90% threshold. Credit shall be at a rate equal to the average hourly wage for the position, plus 21% (hourly rate x 1.21 = payback) for the vacant hours below the 90% threshold. The average hourly wage is determined as that wage calculated at the inception of the Agreement, subject to increase commensurate with annual increases in the cost of the contract.
- f. On a monthly basis, the Contractor shall also provide a calculation of the 90% staffing threshold, indicating the Contractor's position as to whether it is in compliance or noncompliance with the 90% staffing threshold for each of the two facilities.

*Agency*

*Agency*

**All other articles of this contract remain the same.**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date of signature by the DFA Contracts Review Bureau below, or a specified date, whichever is later.

By: *[Signature]* Date: 11/29/17  
Agency

By: *[Signature]* Date: 11/15/17  
Agency's Legal Counsel - Certifying legal sufficiency

By: *[Signature]* Date: 11-16-17  
Agency's Chief Financial Officer

By: *[Signature]* Date: 11/1/2017  
MHM Correctional Services, Inc., Contractor

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

Taxation and Revenue ... only verifying the registration and will not confirm or deny taxability statements contained in this contract.

ID Number: 03-357427-00-8

By: Nicole Vigil  
Taxation and Revenue Department

Date: 12/4/17

This Agreement has been approved by the DFA Contracts Review Bureau:

By: V. P. R.  
DFA Contracts Review Bureau

Date: 1/8/18