

NH DEPARTMENT OF CORRECTIONS
Request for Proposals - Terms and Conditions

RFP Title – Inpatient and Outpatient Psychiatric Services

RFP Number – NHDOC 07-07-GFMED

Contract Period – State Fiscal Years 2008 through 2011

Date issued : March 12, 2007

RFP Closing : May 29, 2007

It is the mission of the New Hampshire Department of Corrections: To enhance public safety for the citizens of the State of New Hampshire; to provide effective custody and control, correctional treatment, and rehabilitation of offenders throughout the correctional system including probation, incarceration, and parole; to provide a safe and rewarding work environment for all employees including the opportunity for personal and professional growth and development.

Contractor Eligibility: The Mission of the NH Department of Corrections is supported through contracts with non-profit corporations; public corporations; public agencies (agencies or departments of municipal, county or state government); or by private proprietorships, partnerships, or corporations; or a consortium of public, non-profit, and private entities, that are awarded contracts through the State of New Hampshire Request for Proposals (RFP) process. All of the before mentioned organization are eligible to compete for the contract(s) awarded as a result of this RFP.

1. Purpose of the Request for Proposals

Brief Description

Attached is a Request for Proposals and contract format for providing residential treatment unit and outpatient Psychiatric services for New Hampshire Department of Corrections (NHDOC) inmates and inpatient services for state inmates and non-adjudicated residents of the Secure Psychiatric Unit (SPU). The contract(s) awarded by the NH Department of Corrections as a result of this RFP is/are expected to be effective for the period beginning: [October 1, 2007, or upon Governor and Council approval, whichever is later, through June 30, 2011]¹, with an option to renew for two (2) additional periods of up to one (1) year each [July 1, 2011 through June 30, 2012, and, July 1, 2012 through June 30, 2013]².

Inpatient service populations are defined as mental health treatment for the Secure Psychiatric Unit residents and for the Residential Treatment Units for male and female offenders. Outpatient service populations are defined as mental health treatment services for male and female offenders in classification levels C5 (maximum security custody level) to C2 (minimum security custody level).

2. Outline of Minimum Required Services and Performance Measures

Required Services –

2.1. Inpatient Forensic Psychiatric Services located at the SPU:

2.1.1. Inpatient services being sought for the Secure Psychiatric Unit (SPU) and Residential Treatment Unit (RTU): secure inpatient psychiatry care and residential treatment

¹ October 1, 2007 through June 30, 2008 is the remaining portion of the NH State fiscal year (SFY) 2008. Each additional SFY is based on the period beginning July 1 through June 30.

² SFY 2012 and 2013 must be approved by the Governor and Executive Council of the State of NH in prior to being effective.

- services for a 60 bed unit, 20 beds allocated for SPU, and 40 beds for offenders in a residential treatment unit residing in the secure psychiatric unit.
- 2.1.2. The SPU, State Forensic Hospital, request psychiatric services for treatment of non-adjudicated individuals who are civilly committed or not guilty by reason of insanity and who are too dangerous to reside at the New Hampshire Hospital.
 - 2.1.3. The RTU, under the Holliday Court Order, requests psychiatric services for this unit that will house state inmates with mental health illnesses that cannot reside successfully in general prison population. This unit is intended to provide treatment services that will transition these offenders back into the general prison population.
- 2.2. On-Call Psychiatric Services:
- 2.2.1. To provide on-call psychiatric coverage for all sites indicated in Exhibit A, section 1, Monday through Friday from 4pm to 8am. 24 hours a day on weekends and both State and Federal holidays and to assess emergent needs of offenders as reported by NHDOC medical staff or correctional staff to the on-call providers in the absence of on-site mental health professionals. Provide an appropriate rotation of providers to meet the needs of on-call psychiatric services to manage the sites listed. On-call Psychiatric Services is defined as taking and receiving communications in the hours described above to make assessment, that might require travel to inquiring sites Mental health needs may include but are not limited to medication orders, housing recommendations, and suicide risk assessments. Call backs will be in accordance to NHDOC treatment policies.
- 2.3. General Population Behavioral Health Program for Male Offenders:
- 2.3.1. To offer more efficient and effective evidence based behavioral health treatment to the general prison population and to outpatients who remain the responsibility of the NH Department of Corrections. To enhance diagnoses, psychological evaluations, psychosocial assessments, treatment planning and to provide individual and group therapies in synchronicity with non-Vendor clinical staff.
- 2.4. Forensic fellowship and residency services:
- 2.4.1. NHDOC recognizes the importance of having forensic fellows and residents practicing in both the inpatient and general population setting. Such involvement benefits the vendor in terms of offering providers a venue for training and benefits the NHDOC and Vendor relative to attracting prospective candidates for more long-term employment.
- 2.5. For Female Offenders:
- 2.5.1. To expanded mental health treatment services for our female offenders. Provide an offer to address evidence-based practices, integrated behavioral health services with specific focus on treatment conditions that are increasingly prevalent in incarcerated women such as trauma and substance abuse disorders.
- 2.6. Court Appointed Forensic Psychiatry Evaluation Services:
- 2.6.1. Scope of services include the provision of forensic psychiatric evaluations that are requested by the New Hampshire Court System, to testify, as required, regarding content of the evaluations, and provide training in this activity as agreed upon by the Vendor and NHDOC.
- 2.7. Comprehensive Sex Offender Evaluation and Treatment Program:
- 2.7.1. **Male Offenders Only** - To provide comprehensive, ethical and evidence based assessment, management and treatment to incarcerated offenders in a multidisciplinary, clinically focused setting aimed at providing rehabilitative opportunities to offenders while protecting the public and reducing recidivism. Intensive Sexual Offender Treatment at NH State Prison consists of approximately 17 to 18 months of treatment occurring over 5 separate Stages of Treatment. Individuals

live in the Therapeutic Community, which is a housing unit dedicated specifically to the treatment of sexual offenders.

- 2.7.2. **Female Offenders Only** - To provide a comprehensive treatment program for female sexual offenders at the Goffstown prison with maintenance services to be provided when they transition to a C2 – Minimum classification bed at the female offender halfway house
- 2.7.3. **These services will also address the treatment obligations of individuals civilly committed under RSA 135E (HB1692) to the SPU.**
- 2.8. Comprehensive Substance Use Disorders Program
- 2.8.1. In order to offer evidence-based, integrated behavioral health services NHDOC is requesting proposals for evidence-based treatment for people with substance abuse disorders within the prison system and Psychiatric support of the contracted Academy Programs. This program must include specific assessment and treatment components that work collaboratively with the existing NHDOC substance abuse program and mental health treatment services.
- 2.9. Performance Measures
- 2.9.1. Quality Improvement Measures (QIM) will be identified by NHDOC and the Vendor in order to monitor the contract and measure compliance with psychiatric best practices as well as compliance to the Contracted standards. Such QIM will be consistent to appropriate accrediting agencies including but not limited to the National Commission for Correctional Health Care (NCCCHC) and the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and will be ongoing with quarterly reports prepared by the vendor with recommendations for improvement when appropriate in cooperation with the NHDOC. These measures will initially include areas such:
1. 90% fulfillment of positions obligated in contract at all times with the goal of 100% compliance at all times
 2. Quarterly Meetings to review contract, amend or add to QIM and other related issues
 3. Peer Reviews conducted by Vendor to ensure clinical practice is within best practice measures to include prescribing practices, documentation, and diagnostic skills.
 4. Quarterly utilization review of psychotropic medications prescribed to residents and inmates to ensure the appropriate use of said medications.
- 2.10 Academic Directives
- 2.10.1 In responding, we are inquiring from the Vendor a list of Academic Directives offered through their organization as follows:
- 2.10.1.1 Fellowship Program: Please describe the history of your program, content, and current number involved as it relates to this request.
- 2.10.1.2 Residency Program: Please describe the history of your program, content, and current number involved as it relates to this request.
1. Include in your response what residency rotations would be offered to NHDOC, and frequency of rotations.
 2. Please submit your most recent residency accreditation report.
- 2.10.1.3 Research Initiatives: Please describe your research initiatives as they relate to this request, provide references to any that have been published, and describe any that you might propose for our correctional system and criminal justice system. Please be specific in terms of services. For example, what research initiative or proposals in the areas of substance abuse treatment? In the area of sex offender treatment? In the area of female behavioral health?
1. Include citation in which research was published

3. Procurement Timetable

Event #	Description of Event	Date of Event
1.	RFP Issued	3/12/2007
2.	Required Letter of Intent due to NHDOC (format enclosed)	4/4/2007
3.	Written Inquiries Due	4/12/2007
4.	Vendor Conference, 10:00am	5/1/2007
5.	Proposals Due	5/29/2007
6.	Presentations of Selected Vendors	By Request, If Necessary
7.	Best & Final Offer	If Necessary
8.	Contract Document Finalization	June
9.	Approval by the Governor and Executive Council	July or August
10.	Expected Start of Services	10/1/2007

Note: The NH Department of Corrections reserves the right to modify the above procurement timetable at any time. Notice of any such change will be posted on the NHDOC website and will be entitled *Procurement Timetable Change,(DATE)*. Number 5.-Proposals Due cannot be changed for any reason.

3.1. Pre-Bid Vendor Conference and Questions

The NH Department of Corrections will hold a mandatory Vendor Conference with all prospective Vendors. The Vendor Conference is mandatory for establishing suitable Vendors and to answer any questions related to this contract and the technical aspects of the services to be contracted, **Proposals will not be accepted from Vendors who do not attend the Vendor Conference.** This Vendor Conference will be held at the NH Department of Corrections, 4th Floor Conference Room, 105 Pleasant Street, Main Building, Concord, NH 03301, on [May 1, 2007 at 10:00am].

3.1.1. The purpose of the Vendor Conference is to:

3.1.1.1. Request, in writing, clarification of any section of the RFP.

3.1.1.2. Request, in writing, changes to the RFP for requirements considered so restrictive as to prohibit or discourage responses.

3.1.1.3. Offer suggestions or changes to the RFP, in writing, which could improve the RFP competition or lower the offered price.

3.1.1.4. Review any applicable documentation.

3.2. RSVP to Attend Vendor Conference

Vendors are requested to RSVP via US mail, fax or email by the date identified in the Schedule of Events, indicating the number of individuals (maximum of 2) who will attend the Vendor Conference. Send RSVP to Robert J. MacLeod, Administrative Director of

Medical/Forensic Services, 105 Pleasant Street, PO Box 1806 Concord, NH, 03302-1806, Fax to Robert J. MacLeod at: (603) 271-5643, or, email at: rmacleod@nhdoc.state.nh.us.

3.3. Last Date of Inquiries

- 3.3.1. Inquiries must be received no later than: April 12, 2007. It is reasonable to expect that more questions will surface between [April 12, 2007] and the end of the vendor conference. Inquiry sheets will be given at the vendor conference so potential vendors can address their concerns in writing at that time to be answered at a later date prior May 8, 2007. However, inquiries received after [April 12, 2007] will be addressed only if they are deemed by the NH Department of Corrections to be critical to the competitive bid process. No Inquiries will be accepted after the conclusion of the Vendor Conference.
- 3.3.2. An official written answer will be posted on the NHDOC website to all questions meeting these requirements.
- 3.3.3. All inquiries concerning this Request for Proposals shall be made in writing, citing the RFP Title, RFP Number, Page, Section, and Paragraph, and submitted to: NH Department of Corrections, Attn: Director Robert J. MacLeod, PO Box 1806, Concord, NH 03302-1806, Tel (603) 271-3707, Fax (603) 271-5643, or, email to: rmacleod@nhdoc.state.nh.us
- 3.3.4. Official written responses to written inquiries received prior to April 12, 2007 will be posted on the NHDOC website: <http://www.nh.gov/nhdoc/business/rfp.html>, prior to the Vendor Conference. Written responses received at the vendor conference will be read aloud and if practical will receive unofficial oral responses at the Vendor Conference. Official written answers to these questions will be posted on the NHDOC website: <http://www.nh.gov/nhdoc/business/rfp.html>, on or prior to May 8, 2007.
- 3.3.5. Vendors are encouraged to submit inquiries via US mail, fax or e-mail prior to the Vendor Conference in order to enable the NH Department of Corrections adequate time to formulate a response.
- 3.3.6. An individual authorized to commit the organization to provide services necessary to meet the requirements of this RFP must submit questions.

3.4. Partial Service Proposals

There will be NO partial service proposals. All proposals must be submitted for the full scope of services being requested within this RFP.

4. Instructions, Conditions and Notices to Providers

4.1. Proposal Submissions

Prospective Vendors shall comply with instructions as specified in the Proposal and ensure **sealed** offers are received by the date, time and location identified herein.

- 4.1.1. Please submit **three (3) original** complete proposals signed in **blue ink**. These original copies must be typed or clearly printed in **black ink**. Corrections must be initialed by the signatory. Proposals that are not complete or unsigned will be considered "technically non-compliant".
- 4.1.2. In addition, submit two (2) editable copies of the proposal on CD-ROM in MS Word, and/or, MS Excel.
- 4.1.3. Any proposal received after the deadline will be considered "technically non-responsive" and the Vendor will be so notified by the NH Department of Corrections and the proposal will be sent back to the Vendor unopened.
- 4.1.4. **Proposals must be sealed or they will not be accepted.**

- 4.1.5. The sealed proposal(s) shall be submitted in tabbed three-ring loose-leaf binders and shall follow the sequence of the RFP. The cover and spine of the binders shall state: the title of this RFP; the Vendor’s organizational name; and, the submission date.

4.2. Required Materials

- 4.2.1. The following required materials must be submitted to NHDOC in order for a proposal to be considered complete.
 - 4.2.1.1. Proposal Cover Sheet
 - 4.2.1.2. Proposal Checklist
 - 4.2.1.3. Executive Summary
 - 4.2.1.4. Program Narrative
 - 4.2.1.5. Program Staff Checklist
 - 4.2.1.6. Budget Forms

4.3. Proposal Formatting and Outline Requirements

- 4.3.1. Font Style12 Point, Times New Roman
- 4.3.2. Line SpacingOne and a half
- 4.3.3. Text Justification.....Flush left
- 4.3.4. MarginsOne inch all around
- 4.3.5. Headers & FootersEach page shall have the organization name, the Department of Corrections program title and location, in the upper right hand corner. Pages shall be numbered. Footers may be used for numbering pages and identifying sections.
- 4.3.6. TabsDo Not include section tabs
- 4.3.7. BindingDo Not Bind or Staple. Use three ring loose-leaf notebooks to secure your Proposal.

4.4. Proposal Outline

When responding to sections of the RFP, the numbering format of the RFP must precede the answers given to the given section of the RFP.

- 4.4.1. 1. Proposal Cover Sheet
- 4.4.2. 2. Proposal Checklist
- 4.4.3. 3. Table of Contents (created by the vendor)
- 4.4.4. 4. Executive Summary (not to exceed 2 pages) - Briefly summarize the proposal following the proposal outline. Provide an overview of the agency (including any networks or subcontractors to be involved)
- 4.4.5. 5. Agency Capacity (not to exceed 5 pages)
 - Describe the overall mission, program and services of the organization and how they relate to the goals and priorities as described in the Exhibit A, Scope of Services of this RFP. Describe the agencies experience and capacity to meet the goals, objectives and priorities of the programs and the minimum required services as described in Exhibit A, Scope of Services and to meet any and all performance measures proposed. This includes:
 - a) Its overall ability to perform the technical aspects of the program; b) the availability of qualified and experienced personnel; c) resources for the proposed services; and d) adequacy of plans for the administration of the program (include an organizational chart).
 - Describe the agency’s arrangements for coordination of services and exchange of information with other health care providers and agencies. Attach copies of appropriate contractual agreements, memoranda of understanding, or letters of support from the appropriate persons summarizing the nature of the collaboration and indicating the level of support.
 - Describe significant changes and accomplishments of the agency, and those pertinent to the program, which occurred during the past twelve months or which

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are planned for in the upcoming twelve months (for example changes in staffing, or reorganization of the agency structure).

- 4.4.6. 6. Program Structure/Plan of Operation Narrative (not to exceed 5 pages) – This narrative section is in addition to and supplements the program staff list. It should describe, concisely and completely, exactly how the program will operate, how the agency will carry out the program and the minimum required services as described in the Exhibit A, Scope of Services and how it will meet the performance measures, the roles of each staff member, and shall identify each staff member by name and position, or, if they are to be hired, state that as the case with the position. This narrative describes operationally how the program is set up to achieve the stated objectives.
- Complete the provided Staff List according to the instructions. In addition, a current resume is required for any proposed staff. If a program staff position is not currently filled, include a job description of the vacant position.
 - Describe a plan for monitoring and evaluating progress toward meeting the stated performance measures. Include a quality assurance plan and outline your agencies staff evaluation procedures
- 4.4.7. 7. Budget and Justification – This section shall include the following items (one for each year of the program):
- a) Budget form (provided)
 - b) Budget Narrative – that describes each personnel position and expense item for which the NHDOC will be required to reimburse the vendor through the provisions of a contract, linking each expense to the services to be provided. A budget narrative following the instructions must be completed for each budget year and each separate budget if appropriate.
 - c) Program Staff List form (provided, Exhibit B, Page 3)
- 4.4.8. 8. Budget Worksheets (vendor provides these)

4.5. Labeling the Proposal for Submission

Clearly mark the outside of the envelope “RFP NHDOC 07-07-GFMED.”

4.6. Letter of Intent

The enclosed Letter of Intent Form shall be completed and used to satisfy the Letter of Intent requirement by submitting to the address below or faxing to NHDOC Contracts as described on the form.

Letters of Intent and Proposals shall be submitted to:

Mailed to:

NH Department of Corrections
Attn: Keith T. Ridings
Contract/Grant Office, Room 324
PO Box 1806
Concord, NH, 03302-1806

or, Hand Delivered to:

NH Department of Corrections
Attn: Keith T. Ridings
Contract/Grant Office, Room 324
105 Pleasant Street, Main Building
Concord, NH, 03301

Proposals must be received (not simply post-marked) by the NH Department of Corrections no later than 2:00pm, EST, May 29, 2007 to be considered. No extensions will be granted. Faxed copies of proposals will NOT be accepted. The responsibility for submitting a response to this RFP on or before the stated time and date will rest solely and strictly with the applicant. The NHDOC will in no way be responsible for delays in delivery caused by the U.S. Postal Service or other couriers, or caused by any other occurrence.

4.7. Administrative Criteria/Procedural Review

- 4.7.1. The proposal shall be subject to a procedural review by the NHDOC Contract Office prior to any other evaluation reviews to ensure the Proposal(s) submitted:
 - 4.7.1.1. conform in form and format to the instructions contained within the RFP;
 - 4.7.1.2. is complete;
 - 4.7.1.3. is properly executed; and,
 - 4.7.1.4. contains all required supporting documentation.
- 4.8. Proposal Review and Evaluation Criteria
 - 4.8.1. NHDOC will conduct an objective review of proposals received in response to this RFP process. The evaluation will be based on the demonstrated capabilities of the prospective Vendor in relation to the needs of the services to be provided as set forth in this RFP.
 - 4.8.2. The NHDOC will award contract(s) based on the calculation of total cost of estimated services to be provided including ability to provide services, the organization's financial stability and any other criteria specifically listed in this RFP.
 - 4.8.3. Organizations must provide proof that providers will be eligible and licensed in the State of New Hampshire at the start of the contract initiation date.
 - 4.8.4. The NHDOC reserves the right to accept or reject any proposal and to waive any minor irregularities in any proposal.
- 4.9. Non-Alteration of Request for Proposal (RFP) and Contract Documents
 - 4.9.1. It is unlawful to make any alteration(s) to the text or format of this document, or the text or format of any addendum or attachment to this document. A signature of the person authorized to legally bind the vendor to the terms of this Request for Proposals on the Cover Sheet signifies that no alterations have been made to the original text or format of this Request for Proposals. Any alterations made to the original text of this document may result in your proposal being considered technically non-responsive.
- 4.10. Evaluation and Award of Contract
 - 4.10.1. The New Hampshire Department of Corrections has approved this Request for Proposals (RFP) for issuance. The RFP process is a procurement option allowing the NHDOC to award a contract based upon the evaluation criteria established by the NHDOC.
 - 4.10.2. Upon review by New Hampshire Department of Corrections and approval by the Governor and Executive Council, the signed contract shall become valid.
 - 4.10.3. NHDOC, may upon determining that no satisfactory applications have been received for these services, negotiate with a successful applicant for a related service to include this particular service as part of the service package, and/or issue another Request for Proposals for this particular service.
- 4.11. Oral Presentation

Prior to the determination of the award, Vendor(s) may be required to make an oral presentation to clarify any portion of their response or to describe how the service requirements will be accomplished. Vendor finalists may be asked to conduct the presentation during the period designated in the Schedule of Events.
- 4.12. Best Interest of the State

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

A Vendor's proposal may be rejected at any time if the Vendor:

- 4.13.1. has any interest that may, in the sole discretion of NHDOC, conflict with performance of services for the State;
- 4.13.2. fails to demonstrate to the satisfaction of NHDOC that it is in sound financial condition;
- 4.13.3. is a non-profit/not-for-profit and fails to furnish the NHDOC with the names and addresses of all members of their Board of Directors.
- 4.13.4. fails to make an oral presentation, if requested by NHDOC, at a time, place, and in a manner satisfactory to NHDOC; and,
- 4.13.5. fails to reach agreement with NHDOC on all Contract terms.
- 4.14. Other Remedies for Technically Non-Compliant
 - 4.14.1. The NHDOC, in its sole discretion, may determine that non-compliance with any RFP requirement is insubstantial. In such cases the NHDOC may:
 - 4.14.1.1. seek clarification;
 - 4.14.1.2. allow the Vendor to make minor corrections; or,
 - 4.14.1.3. apply a combination of the two remedies.
- 4.15. Documentation Alteration Changes and Omissions

It is unlawful to make any alteration(s) to the text or format of this document, or the text or format of any addendum or attachment to this document. A signature of the person authorized to legally bind the vendor to the terms of this Request for Proposals on the Cover Sheet signifies that no alterations have been made to the original text or format of this Request for Proposals. Any alterations made to the original text of this document may result in the proposal being considered technically non-responsive.
- 4.16. Addendum(s) and/or Amendment(s) to, or Withdrawal of the RFP

If NHDOC decides to amend or clarify any part of this RFP, a written amendment will be provided to all prospective Vendors on the NH Dept. of Corrections website: <http://www.nh.gov/nhdoc/business/rfp.html>. This notification will also serve as Public Notice. NHDOC, at its discretion, may amend the RFP at any time prior to the deadline for submission of proposals and terminate this procurement in whole or in part at any time. This RFP does not commit NHDOC or the State to pay any costs incurred in preparing a proposal.
- 4.17. Specifications

Vendors must submit proposals as specified. Vendors shall be notified in writing if any changes to proposal specifications are made. Verbal agreements or instructions from any source are not authorized.
- 4.18. Financial Commitment

Financial commitment by the NH Department of Corrections will not occur until such time as the Governor and the Executive Council of the State of New Hampshire approve a contract.
- 4.19. Liability

The NHDOC shall not be held liable for any costs incurred by the Vendor in the preparation of their proposal, or for work performed prior to contract issuance.
- 4.20. Cancellation

The NH Department of Corrections reserves the right to accept or reject any or all proposals and to cancel this RFP in whole or in part upon written or published notice of intent to do so. Financial responsibility for preparation of proposals is the sole responsibility of the Vendor.
- 4.21. Competition

The NH Department of Corrections encourages free and open competition among Vendors. Specifications, proposals, and conditions are designed to accomplish this objective, consistent with the NHDOC's needs and guidelines.
- 4.22. Collusion

The Vendor's signature on a proposal submitted in response to this RFP guarantees that the prices quoted have been established without collusion with other eligible Vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive proposal.

4.23. Disclosure of Sealed Proposal

A Vendor's disclosure or distribution of proposals other than to the NHDOC will be grounds for disqualification.

4.24. Proposal Materials Received

All material received in response to this RFP shall become the property of the NHDOC and will not be returned to the Vendor. Regardless of the Vendor(s) selected, the NHDOC reserves the right to use any information presented in a proposal. The content of each Vendor's proposal(s) shall become public information once a contract has been awarded and approved by the Governor and Executive Council of the State of New Hampshire.

4.25. Special Notes

- 4.25.1. The NH Department of Corrections reserves the right to accept or reject any or all proposals and to cancel this RFP in whole or in part upon written or published notice of intent to do so.
- 4.25.2. Financial responsibility for preparation of proposals is the sole responsibility of the Vendor.
- 4.25.3. The solicitation of the Request for Proposals shall not commit the NHDOC to award a contract.
- 4.25.4. The headings of the sections of this RFP are for convenience only and shall not affect the interpretation of any section.
- 4.25.5. The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the RFP, their proposal, and any resulting contract.

5. Procedures for Proposal Selection and Notification

5.1. Notice of Selection Procedures

- 5.1.1. A letter of selection will be sent to the vendors who submitted proposals that are selected. The Scope of Services and budget for the proposed contract may be negotiated based upon the merit of the proposal as evaluated by the proposal review committee, availability of funding and conditions of the award.
- 5.1.2. The NHDOC expects to contract with one vendor to provide the needed services, however, NHDOC may negotiate and award contracts for each individual service, service area, and/or selected activities of a proposal, if other activities can be funded more efficiently through multiple providers. NHDOC may also require a vendor to make appropriate linkages, or, partner with other agencies or providers in order to provide the necessary level of services required by this proposal.
- 5.1.3. If competing proposals are close or equal in scoring, greater weight may be given to cost. If deemed appropriate by the NHDOC, semi-finalists may be determined as a result of these scores.
- 5.1.4. The NHDOC may request that semi-finalists present a live presentation of their proposal to the proposal review committee. The review committee will score these presentations at that time in order to determine the successful bidder. Evaluation and scoring criteria will be presented to each semi-finalist prior to their presentation.

6. Documents Necessary for Contract Approval

Following selection, selected agencies will be required to submit the following documents for contract approval:

- 6.1. Signed and notarized General Provisions (P-37) (form provided by NHDOC).

- 6.2. Revised budget and budget justification pages.
- 6.3. Most recent agency audit, or audited financial statements (required only for social service or non-profit agencies).
- 6.4. Certificate of Good Standing from the Secretary of State's Office.
- 6.5. Key Personnel List and current resumes of key personnel (required only for social service and non-profit agencies). Current resume shall include the present position with the applying agency; they must be typed, and no more than three (3) pages in length. Key personnel shall be defined as the agency or program administrator, and clinical and program coordinators.
- 6.6. Agency mission statement.
- 6.7. Current list of agency Board of Directors (if applicable) with addresses.
- 6.8. Certificate of Insurance listing General Liability in the amounts of no less than \$2,000,000 Per Occurrence and \$2,000,000 General Aggregate. This Certificate must be on the *Acord™* formatted document with no exceptions. Please be sure that the following is listed on the certificate as the Certificate Holder:

NH Department of Corrections
PO BOX 1806
Concord, NH 03302-1806

- 6.9. Signed and witnessed Rules of Conduct for Persons Providing Contracted Services, Attachment 1 (form Provided by NHDOC).
- 6.10. Signed and witnessed Administrative Rules, Attachment 2 (form provided by NHDOC)
- 6.11. Signed and witnessed Confidentiality of Information Agreement, Attachment 3 (form provided by NHDOC).
- 6.12. Signed and notarized Certificate of Vote, Attachment 4a, b, or, c (form provided by NHDOC).
- 6.13. Signed Alternate W-9 Form, Attachment 5 (form provided by NHDOC).
- 6.14. Signed copy of additional assurance: Attachment 6, to comply with the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-91 and with the Standards for Privacy of Individual Identifiable Health Information, 45 CFR Parts 160 and 164, if applicable to contracted activities (form provided by NHDOC).

Be sure to make arrangements in advance for any necessary Board actions so that contract documents can be returned by the date listed in the procurement timetable. Delays in returning contract documents may result in contracts not being effective on that date. No services occurring before the effective date are reimbursable under the contract.

7. Additional Information

7.1. Amendments

7.1.1. NHDOC has the option of amending contracts through out the contract period. All amendments require approval by the Governor and Executive Council.

7.2. Renewals

7.2.1. NHDOC has the option to renew the contract for a period of up to two years.

7.3. Cancellation

7.3.1. NHDOC may, upon determining that no satisfactory proposals have been received for any particular service, decide to cancel the RFP and issue a new RFP for the same or modified services.

7.4. Public Record

7.4.1. All proposals become the property of the State of New Hampshire and will be a matter of public record.

7.5. Public Disclosure:

7.5.1. RSA 21-I: 13-a, provides, in part, that no information shall be made available to the public concerning invitations or proposals for public bids from the time the proposal is made public until a contract is actually awarded in order to protect the integrity of the public bidding process. Accordingly, the State of New Hampshire has determined that information contained in proposals submitted in response to any RFP shall not be released to the public until the Governor and Executive Council of the State of New Hampshire approve a contract. At that time, all proposals will be disclosed to the public to the extent required by the statutes governing access to public records and meetings, RSA Ch. 91-A.

7.5.2. Awards will be made to the responsive Vendor(s) whose proposals are deemed to be the most advantageous to the State, taking into consideration all evaluation factors.

7.5.3. Proposals will be made available to the public after all discussions, negotiations, final awards have been made and after Governor and Executive Council approval. The NH Department of Corrections reserves the right to reject any and all proposals submitted in response to this RFP.

Proposal Cover Sheet Instructions

Page 1 of 1

1. Location of Services

One proposal will be accepted for these services. Submit separate budget information for each treatment service requested. Locations are as specified in Exhibit A, section 1.

2. Vendor

Organization name as it appears on the Certification of Good Standing provided by NH Secretary of State.

3. Address

Address as identified on Alternate W-9 must be the actual location(s) of the vendor's business. Not a PO Box number.

4. Signature/Initials

Person identified on the Certificate of Vote to legally bind the vendor to the terms of this RFP and any contract as a result of this RFP.

5. Date

Date the document is signed.

6. Title

Title of the officer signing the contract.

7. Type or Print Name Signed Above

Typewritten name of the person responsible for the implementation of this service (Project Director).

8. Contact Person

Name of a representative responsible to service this contract.

9. Telephone

Telephone number of the Contact Person.

10. Email

Email address of the Contact Person.

11. Fax

Number where a fax can reach the Contact Person.

PROPOSAL FOR:

Providing inpatient and outpatient psychiatric services for New Hampshire Department of Correction's (NHDOC) inmates and non-adjudicated patients in the Secure Psychiatric Unit. It is the intent of the NH Department of Corrections to contract with one Vendor for the breadth of the services in this RFP.

Submit separate Budgets for each Treatment Service Section.

1. TREATMENT SERVICES SECTIONS:

Check Treatment Section Below

Court Appointed Forensic Psychiatry Evaluation Services

Secure Psychiatric Unit
Concord

Residential Treatment Unit (Male and Female)
Sites as designated by space availability

General Outpatient Behavioral Health Program
NH State Prison for Men: Concord
Northern Correctional Facility: Berlin
Lakes Region Facility: Laconia
Goffstown Prison (Women): Goffstown
Minimum Security: Men Concord
Minimum Security: Women Shea Farm Concord

Comprehensive Sex Offender Evaluation and Treatment
Male and Female Offenders Concord and Goffstown

Comprehensive Substance Use Disorders Program
All Prison sites

On-call Psychiatric Services
All Prison and Halfway House Sites

Forensic fellowship and residency services

Proposal Cover Sheet
Page 2 of 2

OFFER: The undersigned hereby proposes to furnish to the STATE OF NEW HAMPSHIRE, the services as described in the PROPOSAL in accordance with the specifications contained herein.

Responding to RFP Number: NHDOC 07-01-GFMED

The signer of the Vendor below signifies the assent of the Vendor to all of the terms and conditions of this RFP unless exception is taken, in writing.

2. VENDOR: _____
Name of Corporation or Respondent

3. ADDRESS: _____
Street Address

City or Town State Zip Code

4. SIGNATURE : _____ INITIALS: _____

5. DATE: _____

6. TITLE: _____

7. TYPE NAME OF SIGNATORY: _____

8: CONTACT PERSON (If different from the signatory): _____

9. TELEPHONE: _____

10. E-MAIL: _____

11. FAX: _____

Proposal Check Sheet

Page 1 of 2

Materials to be Submitted

Vendors shall submit **three (3) original** completed proposals in response to this RFP. The originals will be signed in **blue ink**. These originals must be typed or clearly printed in **black ink**. Corrections must be initialed. Proposals that are not complete or unsigned will be considered “technically non-compliant” and will not be considered. Any proposal received after the deadline will be considered “technically non-responsive” and the Vendor will be so notified by the NH Department of Corrections and the proposal will be sent back to the Vendor unopened. The sealed proposal and all copies shall be submitted in three-ring loose-leaf binders or may be held together with binder clips and shall follow the sequence of the RFP Check Sheet. **No documents shall be stapled.**

Complete and return the following documents in this order:

- Proposal Cover Sheet;
- Exhibit A – Scope of Services; (Draft a complete response to each numbered section of the Exhibit A, even if just an agreement to the section.)
- Exhibit B – Estimated Budget/Method of Payment;
 - Page 1 – Authorized signatory must sign and date
 - Page 2 – Follow directions at the top of that page
 - Page 3 – Fill out one for each type of position make sure to designate how many position each form is addressing
 - Page 4 – Fill out one sheet for each of the Service Sections listed on the Proposal Coversheet
 - Page 5 – This is for On-Call Services. Only one sheet needs to be filled out as this section covers all sites
 - Page 6 – Verify that your organization will agree to this schedule of the method of payment.
- Attachment 1 - Rules of Conduct for Persons Providing Contracted Services;
- Attachment 2 - Administrative Rules;
- Attachment 3 - Confidentiality of Information Agreement;
- Attachment 4a - Certificate of Authority, Sole Proprietor; or
- Attachment 4b - Certificate of Authority, Partnership; or
- Attachment 4c - Certificate of Authority, Corporation/Non-Profit;
- Attachment 5 - Alternate W-9 Form;
- Attachment 6 - HIPAA Agreement;
- Contract Form P-37 (located within this RFP)
Please fully execute: Items 1.3, 1.4, 1.11, and 1.12, in front of a Notary Public or Justice of the Peace and have them fill out Items 1.13, 1.13.1, and 1.13.2.

Promoting Public Safety through Integrity, Respect and Professionalism

Proposal Check Sheet
Page 2 of 2

Other necessary for contracting forms: ***must be submitted with the RFP.***

❑ Certificate of Good Standing:

In order to obtain the Certificate of Good Standing, write directly to the Secretary of State, Corporate Division, State House Room 204, 107 North Main Street, Concord, NH 03301-4989. Requests must include the complete name of the company as it is registered with the Office of the Secretary of State and a check for \$5.00 made payable to the State of New Hampshire. In the event that you need to expedite the request, you may fax the request to 603-271-3247 or go in person to request a copy and you will be billed \$30.00 for the expedited service. Include your mailing address, corresponding check number, and telephone and fax numbers. You will receive a fax of the Certificate in addition to a mailed copy.

❑ Certificate of Insurance Coverage:

You must contact your Insurance provider and follow their processes to get this form pursuant to section 14 of the State Long Form Contract (P-37). Once obtained you must include it with your responding Proposal. If necessary you may have your insurance provider fax the NH Department of Corrections a copy of the completed form. Faxes are to be sent to: (603) 271-5639, care of the Contract/Grant Administrator.

LETTER OF INTENT
TO CONTRACT WITH THE NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS
DIVISION OF MEDICAL AND FORENSIC SERVICES
FISCAL YEARS 2008 - 2011

Deadline

**Required Letters of Intent must be received at NHDOC no later than
2:00 PM, EST on April 4, 2007**

Letters of Intent can be faxed to the # below or e-mailed to: kridings@nhdoc.state.nh.us

To: Keith T. Ridings
NHDOC Headquarters
PO Box 1806
Concord, NH 03302-1806

Telephone #: (603) 271-5130 **Fax#:** (603) 271-5639

Re: Letter of Intent for RFP NHDOC 07-07-GFMED

APPLICANT INFORMATION

<i>Legal Name of Agency:</i> (please include "d.b.a." if applicable)	
<i>Executive Director:</i>	
<i>Street Address:</i>	
<i>City, State and Zip Code:</i>	
<i>Telephone:</i>	
<i>Fax:</i>	
<i>E-mail address:</i> (to send electronic documents to)	
<i>Contact Person and Title:</i>	

I understand that this proposal is due by 2:00 PM, EST on May 29, 2007 and will not be accepted after that time. _____ **(to be signed by contact person listed above).**

Please indicate below the name of the RFP for which your agency is applying and write in the Treatment Service Section.

Please indicate if you would like hardcopies of RFP's mailed to you. Yes No

Our agency intends to submit a proposal in the following Treatment Service Sections:

Name of RFP: _____ Treatment Services Section(s): _____

--	--

Exhibit A
Scope of Services
Page 1 of 8

1. Treatment Services Sections:

1.1.

<i>Treatment Services Sections</i> (see locations below)	Inpatient Forensic Psychiatric Services	Residential Treatment Unit	General Outpatient Behavioral Health Program	Comprehensive Sex Offender Evaluation and Treatment	Comprehensive Substance Use Disorders Treatment Program
Current Population: 1600					
NH State Prison for Men (NHSP-M) 281 N. State Street Concord, NH 03301			X	X	X
Secure Psychiatric Unit (SPU) 281 N. State Street Concord, NH 03301	X	X		X	
Minimum Security Unit-Men (MSU-M) 281 N. State Street Concord, NH 03301			X		X
Minimum Security Unit-Women (Shea Farm) 60 Iron Works Road Concord, NH 03301			X	X	X
Current Population: 114					
NH State Prison for Women (NHSP-W) 317 Mast Road Goffstown, NH 03045		X	X	X	X
Current Population: 264					
The Lakes Region Facility One Rightway Path Laconia, NH			X		X
Current Population: 538					
Northern NH Correctional Facility 138 East Milan Rd. Berlin, NH 03570			X		X
Total Current Population: 2,516					

All sites: On-call Psychiatric Services; Administrative support positions for proposed staffing to address treatment service need to be identified in Vendor proposals

Judicial System: Court Appointed Forensic Psychiatry Evaluation Services

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

Exhibit A
Scope of Services
Page 2 of 8

Current NH DOC Mental Health Staff:	Site	Position	Quantity by FTE
	Concord – Total Census 1600	Social Workers	4
		Psychological Associates	2
		Psychologists	2
		Administrative Support	1
	Berlin – Total Census 550	Social Workers	2
		Psychiatric Nurse Practitioner	.5
	Laconia – Total Census 180	None	0
	Goffstown – Total Census 150	Program Specialist IV	1
	Shea Farm – Total Census – 40	None	0
	SPU/RTU – Total Census - 60	Social Workers	4
		Psychologists	2
		Clinical Mental Health Counselors	4

2. Inpatient Forensic Psychiatric Services located at the SPU:

- 2.1. Inpatient services being sought for the Secure Psychiatric Unit (SPU) and the Residential Treatment Unit (RTU), to the provide: secure inpatient psychiatry care and residential treatment services for a 60 bed unit, 20 beds allocated for SPU and 40 beds for offenders in a residential treatment unit residing in the secure psychiatric unit.
- 2.2. Proposed staffing needs include:
 - SPU:
 - a.) 1 – Chief Psychiatrist
 - b.) 1 – Staff Psychiatrist
 - c.) 1 – Psychiatric Nurse Practitioner
 - d.) 2 – Forensic Fellows
 - RTU:
 - a.) 1 – Chief Psychiatrist
 - b.) 0.5 – Staff Psychiatrist
 - c.) 1.5 – Psychiatric Nurse Practitioner
- 2.3. Chief Psychiatrist’s responsibilities include oversight of the clinical work of all clinicians working within the specific program, including clinicians who do not have the Vendor as their employer. To work collaboratively with the non-Vender Administrator to bridge clinical practice with security and within the policies and procedures set forth by the NHDOC. To lead or participate in quality improvement initiatives as directed by the NHDOC and supported by the Vendor for continuous quality improvement. To provide direct clinical service including but not limited to providing comprehensive psychiatric evaluations, clinical formulations, clinical assessments, and ongoing prescription of psychotropic medications.
- 2.4. In response to this section, indicate the treatment modalities that will be implemented to meet the needs of this population e.g. individual and group treatment recommendations, assessment tools, documentation expectations.

3. On-Call Psychiatric Services:

- 3.1 To provide on-call psychiatric coverage for all sites indicated in Exhibit A, section 1, Monday through Friday from 4pm to 8am. 24 hours a day on weekends and holidays to assess emergent needs of offenders as reported by NHDOC medical staff or correctional staff to the on-call providers in the absence of on-site mental health professionals. Provide an appropriate rotation of providers to meet the needs of on-call psychiatric services to manage the sites listed.

4. General Population Behavioral Health Program

For Male Offenders

- 4.1. To offer more efficient and effective evidence based behavioral health treatment to the general prison population at all four sites and to outpatients who remain the responsibility of the NH Department of Corrections. To enhance and provide diagnoses, psychological evaluations, psychosocial assessments, and treatment planning and to provide individual and group therapies in synchronicity with non-Vendor clinical staff.
- 4.2. Proposed staff includes:
- a.) 1 – Chief Psychiatrist
 - b.) 1 – Staff Psychiatrist
 - c.) 3 – Psychiatric Nurse Practitioners

For Female Offenders:

- 4.3. We recognize the need for expanded behavioral health treatment services for our female offenders.
- 4.4. Provide an offer to address evidence-based practices, integrated behavioral health services with specific focus on treatment conditions that are increasingly prevalent in incarcerated women such as trauma and substance abuse disorders.
- 4.5. Proposed staffing to include:
- a.) 1 – Chief Psychiatrist
 - b.) 1 – PhD therapist for testing and individual and group therapy
 - c.) 1 – Masters level therapist for individual and group therapy

If the vendor is not providing standardized appointment scheduling for the proposed staff then the NHDOC existing administrative support would provide 8 hours a week to schedule appointments in a standardized fashion for the proposed vendor staffing any need above and beyond the 8 hours would be supplied by the vendor or could be negotiated in our monthly meeting as identified in this proposals.

5. Court Appointed Forensic Psychiatry Evaluation Services:

- 5.1 To offer a more effective timeframe for the State's need for expert forensic psychiatric evaluations during the judiciary process to determine if they are competent to stand trial
- 5.2 Proposed staff include:
- a.) 1 – Chief Psychiatrist/Evaluator
 - b.) 1 – Staff Psychiatrist specializing in competency evaluations
 - c.) 1 – Administrative Support position
- 5.3 Scope of services include the provision of forensic psychiatric evaluations that are requested by the New Hampshire Court System, to testify, as required, regarding content of the evaluations, and provide training in this activity as agreed upon by the Vendor and NHDOC.

6. Comprehensive Sex Offender Evaluation and Treatment Program

- 6.1 It is the mission of New Hampshire Department of Corrections' Sexual Offender Treatment Services to provide comprehensive, ethical and evidence based assessment, management and treatment to incarcerated offenders in a multidisciplinary, clinically focused setting aimed at providing rehabilitative opportunities to offenders while protecting the public and reducing recidivism.
- 6.2 To provide a comprehensive treatment program for male and female sexual offenders at the Department of Corrections as well as maintenance services to be provided when they transition to a C2 – Minimum classification bed at the female offender halfway house.
- 6.2.1 Although a majority of sex offenders are male, it is clear that female sex offenders exist and this population is largely unrecognized and neglected. Because females often fulfill care-taking roles, female sex offenders may abuse a child under the guise of appropriate care. However, there is a paucity of professional literature and clinical practice that describes the needs of the female sex offender. In a 2000 study, Snyder estimated that females commit 12% of all sexual offenses against victims under the age of 6 and 6% of the sexual offenses against children between six and twelve years old. It is estimated that 64% of the sexual abuse committed by females were crimes against biological relatives and 19% were against victims who were unrelated to the offender (Saradjian, 1996). Recent findings strongly challenge the perspective that the female sex offenders are rarely violent (Marvasti, 1986, Johnson and Shrier, 1987). Seventy percent of the female sex offenders in the Snyder study indicated using extraneous violence against their victims.
- 6.3 Current staffing includes:
- 1.) 4- Clinical Mental Health Counselors
 - 2.) 1- Part-time Polygraphist
 - 3.) 1- Director of Sex Offender Treatment
- 6.4 The following is a description of the Male Sex Offender Treatment Programs and approaches used by the NH Department of Corrections:
- 6.4.1 Current Sex Offender treatment is defined in three approaches:
- Approach 1 - NHDOC Intensive Sexual Offender Treatment consists of approximately 17 to 18 months of treatment occurring over 5 separate stages in a Therapeutic Community.
- Approach 2 - NHDOC Relapse Prevention Group is an open-ended, open enrollment group for sexual offenders who have previously received and/or completed treatment and have returned to prison for violating a condition of their parole. The parole violation will, in some way, tie into their pattern of sexual offending in order for individuals to be eligible for the Relapse Prevention Group.
- Approach 3 - NHDOC Cognitive Behavioral Treatment is an alternative to Intensive Sexual Offender Treatment for individuals who have been identified through Clinical Assessment as relatively low risk offenders who appear to not need the structure of the Therapeutic Community or the depth and length of Intensive Treatment. These individuals are generally first-time offenders with no history of aggression or violence. They are required to pass an offense specific polygraph and to take responsibility for their instant (current) offense. Individuals are expected to be open and honest with minimal denial and have the ability to self assess.

Exhibit A
Scope of Services
Page 5 of 8

- 6.4.2 Clinical supervision and treatment will include inpatient services at the SPU including those residents that are civilly committed under 135C and 135E. Such treatment will be consistent to what is promulgated by the Department of Health and Human Services in accordance to the Sexually Violent Predator Act HB1692.
- 6.5 Proposed staffing includes:
- a.) 1 – Chief Psychiatrist
 - b.) 1 – PhD specialist for testing and group therapy
 - c.) 2 – Masters level therapists for individual and group therapy

7. Comprehensive Substance Use Disorders Program

7.1 In order to offer evidence-based, integrated behavioral health services NHDOC is requesting proposals to create a treatment program within the prison system that focuses on the various environmental, behavioral, and medical causes of substance abuse. This program will work in collaboration with DHHS’ treatment programs in the community to address recidivism.

- 7.2 Proposed staffing includes:
- a.) 1 – Chief Psychiatrist
 - b.) 4 – Masters Social Work Case Managers

8. Psychiatric Medical Director:

- 8.1 In order to create consistent oversight, the vendor must propose a Director of Psychiatry to oversee all psychiatric contracted services by providing clinical leadership to the providers, recruitment of psychiatry staff as well as advising the NHDOC on policy matters pertaining to forensic psychiatry.
- 8.2 Proposed staff:
- a.) 1 – Director of Psychiatry
- 8.3 Vendor Contract Liaison Responsibilities:
- 8.3.1 The Vendor shall designate a representative to act as liaison between the Vendor and NHDOC for the duration of the Contract. The representative shall be responsible for:
- 8.3.1.1 representing the Vendor on all matters pertaining to the Contract. Such a representative shall be authorized and empowered to represent the Vendor regarding all aspects of the Contract;
 - 8.3.1.2 monitoring the Vendor’s compliance with the terms of the Contract;
 - 8.3.1.3 receiving and responding to all inquiries and requests made by NHDOC in the time frames and format specified by NHDOC in this RFP and in the Contract; and
 - 8.3.1.4 meeting with representatives of NHDOC on a periodic or as-needed basis to resolve issues which may arise.

9. Reporting Requirements:

- 9.1 The Vendor shall provide any and all reports as requested on an as needed basis according to a schedule and format to be determined by NHDOC including but not limited to:
 - 9.1.1 monthly summary of the cost of services provided by inmate,
 - 9.1.2 breakdowns of billings,
 - 9.1.3 information regarding psychological assessments,
 - 9.1.4 utilization of psychotropic medications prescribed
 - 9.1.5 it is the intent of NHDOC to work with any contractor to provide any reporting required that meets our needs.
- 9.2 The NHDOC welcomes suggestions from Vendors that would result in a more efficient administration of any contract resulting from this RFP.
- 9.3 Any information requested would be specific to NHDOC inmates only.

10. NHDOC Contract Liaison Responsibilities:

- 10.1 The NH Department of Corrections' Commissioner of Corrections, or designee, shall act as liaison between the Vendor and NHDOC for the duration of the Contract. NHDOC reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Vendor with written notice of such change. NHDOC representative shall be responsible for:
 - 10.1.1 representing NHDOC on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent NHDOC regarding all aspects of the Contract subject to Governor and Executive Council approval, where needed;
 - 10.1.2 monitoring compliance with the terms of the Contract;
 - 10.1.3 responding to all inquiries and requests related to the Contract made by the Vendor, under the terms and in the time frames specified by the Contract;
 - 10.1.4 meeting with the Vendor's representative on a periodic or as-needed basis and resolving issues which arise; and
 - 10.1.5 informing the Vendor of any discretionary action taken by NHDOC pursuant to the provisions of the Contract

11. Performance Evaluation:

- 11.1 NHDOC shall, at its discretion:
 - 11.1.1 Monitor and evaluate the Vendor's compliance with the terms of the Contract.
 - 11.1.2 Meet with the Vendor at a minimum quarterly to assess the performance of the Vendor relative to the Vendor's compliance with the contract as set forth in the approved contract document.
 - 11.1.3 Review reports submitted by the Vendor. NHDOC shall determine the acceptability of the reports. If they are not deemed acceptable, NHDOC shall notify the Vendor and explain the deficiencies.

Exhibit A
Scope of Services
Page 7 of 8

11.2 Performance Measures:

- 11.2.1 Quality Improvement Measures (QIM) will be identified by NHDOC and the Vendor in order to monitor the contract and measure compliance with psychiatric best practices as well as compliance to the Contracted standards.
- 11.2.2 QIM will be consistent to appropriate accrediting agencies including but not limited to the National Commission for Correctional Health care (NCCHC) and the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and will be ongoing with quarterly reports prepared by the vendor with recommendations for improvement when appropriate in cooperation with the NHDOC.
- 11.2.3 These measures will initially include areas such:
 - i. 90% fulfillment of positions obligated in contract at all times with the goal of 100% compliance at all times
 - ii. Quarterly Meetings to review contract, amend or add to QIM and other related issues
 - iii. Peer Reviews conducted by Vendor to ensure clinical practice is within best practice measures to include prescribing practices, documentation, and diagnostic skills.
 - iv. Quarterly utilization review of psychotropic medications prescribed to residents and inmates to ensure the appropriate use of said medications.
- 11.2.4 Request Additional Reports and/or Reviews the NHDOC deems necessary for the purposes of monitoring and evaluating the performance of the Vendor under the Contract and fulfilling the Lamaan Decree, Holliday Court Order and any other court ordered requirements;
- 11.2.5 Perform periodic programmatic and financial reviews of the Vendor's performance of responsibilities. This may include, but is not limited to, on-site inspections and audits by NHDOC or its agent of the Vendor's records. The audits may, at a minimum, include a review of the following:
 - 11.2.5.1 claims and financial administration;
 - 11.2.5.2 program operations;
 - 11.2.5.3 financial reports;
 - 11.2.5.4 staff qualifications;
 - 11.2.5.5 clinical protocols;
- 11.2.6 Give the Vendor prior notice of any on site-visit by NHDOC or its agent(s) to conduct an audit, and further notify the Vendor of any records which NHDOC or its agent may wish to review;
- 11.2.7 Inform the Vendor of any dissatisfaction with the Vendor's performance and include requirements for corrective action;
- 11.2.8 Terminate the contract, if NHDOC determines that the Vendor is:
 - 11.2.8.1 not in compliance with the terms of the Contract;
 - 11.2.8.2 has lost or has been notified of intention to lose their accreditation and/or licensure;
 - 11.2.8.3 has lost or has been notified of intention to lose their federal certification and/or licensure; or,
 - 11.2.8.4 terminate the contract as otherwise permitted by law.

12. Declaration of Liaison:

- 12.1 The Vendor shall, within (5) days after the award of the Contract: submit a written identification and notification to NHDOC of the name, title, address, telephone number, fax number and e-mail address of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Vendor's performance under the Contract. Any written notice to the Vendor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid, and addressed to the person designated by the Vendor under this paragraph.
- 12.2 The Vendor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
- 12.3 NHDOC, at its discretion, in any Contract resulting from this RFP, may require the Vendor to work cooperatively with any predecessor and/or successor Vendor to assure the orderly and uninterrupted transition from one Vendor to another. The NHDOC reserves the right to require use of a third party administrator during the life of the contract.

13. Other Terms and Conditions

- 13.1 In collaboration with NHDOC the vendor will be involved in research that will assist the Department in better understanding the populations under its custody in order to improve treatment and reduce the recidivism rate. All findings that result from research will be the joint intellectual copyright of the NHDOC and the vendor. All research will meet the conditions of both the Vendor's and NHDOC Institutional Review Board requirements. Upon commencement of this contract and thereafter every July 1st, the Vendor will provide a list of research opportunities to the NHDOC.
- 13.2 In the event the responsibility of forensic competency evaluation services is transferred to another state agency the Vendor must adjust the services and costs consistent with said transfer as directed by the NHDOC.
- 13.3 In the event the responsibility of the SPU forensic hospital services (not including RTU) is transferred to another state agency the Vendor must adjust the services and costs consistent with said transfer as directed by the NHDOC.

Exhibit B
Estimated Budget/Method of Payment
Page 1 of 6

The Vendor proposes to provide Behavioral Health Services for New Hampshire Department of Corrections (NHDOC) inmates in conformance with all terms and conditions of this RFP and the Vendor provides pricing information as an addendum section labeled “Exhibit B, Addendum 1” for providing such coverage and services in accordance with the provisions and requirements specified in this RFP document.

The pricing information quoted by the Vendor on this page (and/or an addendum section labeled “Exhibit B, Addendum 1”) represents the total price for providing all services according to the provisions and requirements of the RFP, which shall remain in effect until the contract completion date as listed on the State Contract form P/37, section 1.16 - Completion Date.

AUTHORIZED SIGNATURE

DATE

NAME AND TITLE OF SIGNOR (Please Type)

THE VENDOR ASSUMES ALL RISKS THAT ACTUAL FUTURE FIGURES MAY VARY FROM POPULATION AND HOSPITAL DAYS/ENCOUNTERS INFORMATION PRESENTED AS PART OF THIS RFP.

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

Financial responsibility for preparation of proposals is the sole responsibility of the Vendor. The solicitation of the Request for Proposals shall not commit the NHDOC to award a contract.

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

Promoting Public Safety through Integrity, Respect and Professionalism

1. Budget Narrative

Provide descriptive narrative explaining the budget worksheets you have attached. The budget narrative should include: a description of each personnel position and expense item for which the NHDOC will be required to reimburse the vendor through the provisions of a contract, linking each expense to the services to be provided and any provisions for salary increase over the terms of the contract. A budget narrative following the instructions must be completed for each budget year and each separate budget if appropriate.

1.1 Score sheet for Vendor Comparison:

Psychiatry Request for Proposal Scoring Sheet

		Vendor
Category	Total Points	Name:
I. Costs	30	
<i>a. Compensation</i>	15	
<i>b. Program Support</i>	10	
<i>c. Indirect cost</i>	5	
<i>Subtotal</i>	30	
II. Staffing	20	
<i>a. Immediate availability</i>	10	
<i>b. Recruitment potential</i>	7	
<i>c. Credentials and experience</i>	3	
<i>Subtotal</i>	20	
III. Quality Improvement	15	
<i>a. Program performance measures</i>	10	
<i>b. Peer review</i>	3	
<i>c. Credentialing</i>	2	
<i>Subtotal</i>	15	
IV. Academic Directives	25	
<i>a. Fellowship program</i>	10	
<i>b. Residency program</i>	10	
<i>c. Research initiatives</i>	5	
<i>Subtotal</i>	25	
V. References	5	
VI. Financial Stability of Vendor	5	
TOTAL	100	

Exhibit B
 Estimated Budget/Method of Payment
 Page 3 of 6

2. Estimated Staff Budget (Attach Vendor Provided Detailed Worksheets Here)

Proposal for Treatment Section: _____

Position/s: _____

Quantity of each Position Proposed: _____

Year of Contract	Year 1	Year 2	Year3	Year 4	Year 5	Year 6	Total
Estimated Expenses Per Position							
Compensation:							
Salaries							
Benefits (____%)							
Total Compensation							
Other Direct Expenses:							
Professional Development							
Travel (mileage, lodging, and meals)							
Program Support							
Recruitment							
Equipment							
COLA (____%)							
Indirect Costs (____%)							
Total Expenses							

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

Definitions:

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

Professional Development: Continuing Education expenses (in your submittal please define the number of hours and or total dollar amount per annum for each provider.)

Travel: Mileage Reimbursement (maximum of current IRS standard per mile), lodging, meals. Mileage reimbursement will used for continuing education sessions, meetings as required by NHDOC, court appearances, on-call call backs, and providers who must travel to sites that are not designated as their facility in which they are routinely assigned.

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

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

Equipment: Hardware such as computers, blackberry's and other such office furniture

COLA: Cost of living adjustments, indicate planned percentages

Indirect Expenses: Preference will be given to Vendor's with the lowest indirect cost percentages

BUDGET SHEETS

3. Treatment Service Sections Budget Totals

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

3.1. NAME OF TREATMENT SECTION: _____

3.2. Contract Period Estimated Yearly Costs

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

3.2.1. Estimated Total Cost Year 1 (October 1, 2007 through June 30, 2008): \$ _____

3.2.2. Estimated Total Cost Year 2 (July 1, 2008 though June 30, 2009): \$ _____

3.2.3. Estimated Total Cost Year 3 (July 1, 2009 through June 30, 2010): \$ _____

3.2.4. Estimated Total Cost Year 4 (July 1, 2010 though June 30, 2011): \$ _____

3.2.5. Contract Period Estimated Total Cost: \$ _____
(October 1, 2007 through June 30, 2011)

3.3. Possible Extension Period Yearly Costs

This section may be considered as a factor of the price category determinant of the contract award.

3.3.1. Estimated Total Cost Year 5 (July 1, 2011 though June 30, 2012): \$ _____

3.3.2. Estimated Total Cost Year 6 (July 1, 2012 though June 30, 2013): \$ _____

3.3.3. Possible Extension Period Total Cost: \$ _____
(July 1, 2011 though June 30, 2012)

BUDGET SHEETS

4. On-Call Schedule and Estimated Budget

Contract Period Estimated Yearly On-Call Costs

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

4.1. Year 1

Monday - Friday: 16 hrs/day for 251 weekdays (non-holiday) X \$_____/day = \$_____

Weekends/Holidays: 24 hrs/day for 104 weekend days and 10 Holidays X \$_____/day = \$_____

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

4.1.1. Yearly Total: Year 1 (October 1, 2007 through June 30, 2008): \$_____

4.2. Year 2

Monday - Friday: 16 hrs/day for 251 weekdays (non-holiday) X \$_____/day = \$_____

Weekends/Holidays: 24 hrs/day for 104 weekend days and 10 Holidays X \$_____/day = \$_____

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

4.2.1. Yearly Total: Year 2 (July 1, 2008 though June 30, 2009): \$_____

4.3. Year 3

Monday - Friday: 16 hrs/day for 251 weekdays (non-holiday) X \$_____/day = \$_____

Weekends/Holidays: 24 hrs/day for 104 weekend days and 10 Holidays X \$_____/day = \$_____

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

4.3.1. Yearly Total: Year 3 (July 1, 2009 through June 30, 2010): \$_____

4.4. Year 4

Monday - Friday: 16 hrs/day for 251 weekdays (non-holiday) X \$_____/day = \$_____

Weekends/Holidays: 24 hrs/day for 104 weekend days and 10 Holidays X \$_____/day = \$_____

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

4.4.1. Yearly Total: Year 4 (July 1, 2010 though June 30, 2011): \$_____

Possible Extension Period Yearly On-Call Costs

This section may be considered as a factor of the price category determinant of the contract award.

4.5. Year 5

Monday - Friday: 16 hrs/day for 251 weekdays (non-holiday) X \$_____/day = \$_____

Weekends/Holidays: 24 hrs/day for 104 weekend days and 10 Holidays X \$_____/day = \$_____

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

4.5.1. Yearly Total: Year 5 (July 1, 2011 though June 30, 2012): \$_____

4.6. Year 6

Monday - Friday: 16 hrs/day for 251 weekdays (non-holiday) X \$_____/day = \$_____

Weekends/Holidays: 24 hrs/day for 104 weekend days and 10 Holidays X \$_____/day = \$_____

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

4.6.1. Yearly Total: Year 6 (July 1, 2012 though June 30, 2013): \$_____

5. Method of Payment

- 5.1. Services are to be invoiced monthly commencing 30 days after the start of service; invoices are to be sent in duplicate to the respective treatment locations for field approval by the vendor's Treatment Service Section Head (Director, Chief, or, Administrator).
- 5.2. After field approval is obtained invoices will be sent to the Administrative Director of Forensic and Medical Services (at: 105 Pleasant Street, Concord, NH 03301) for approval.
- 5.3. Once both of these approvals are acquired the original invoices will be sent to the NHDOC Bureau of Financial Services for processing and issuance of payment.
- 5.4. The NHDOC Bureau of Financial Services will issue payment to the Vendor within 30 days of receipt of an approved invoice.
- 5.5. Payments:
 - 5.5.1. Payment will be made to the name and address identified in the Contract as the "Vendor" unless: (a) the Vendor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Vendor Registration Application Form; or (c) unless a court of law specifies otherwise. The Vendor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618W.
- 5.6. Appropriation of Funding:
 - 5.6.1. The Vendor shall agree that the funds expended for the purposes of the Contract must be appropriated by the General Court of the State of New Hampshire for each State fiscal year included within the Contract period. Therefore, the Contract shall automatically terminate without penalty or termination costs if such funds are not fully appropriated.
 - 5.6.2. In the event that funds are not fully appropriated for the Contract, the Vendor shall not prohibit or otherwise limit NHDOC the right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of State government affairs.
 - 5.6.3. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the Contract.

N.H. 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 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 Department 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 Department of Corrections and the State of New Hampshire.

Name	Signature	Date
Witness Name	Signature	Date

Promoting Public Safety through Integrity, Respect and Professionalism

N.H. DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

COR 307 Items Considered Contraband. Contraband shall consist of:

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

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

COR 307.03 Searches and Inspections Authorized.

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

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

- (b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain- view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain-view inspections.
- (c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

_____	_____	_____
Name	Signature	Date
_____	_____	_____
Witness Name	Signature	Date

N.H. 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 (NHDOC) 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 NHDOC, and file an incident report or statement report with the appropriate NHDOC representative.

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

_____	_____	_____
Name	Signature	Date
_____	_____	_____
Witness Name	Signature	Date

CERTIFICATE OF AUTHORITY
(Sole Proprietor)

I, _____, as a Sole Owner of my Business, _____
certify that I am authorized to enter into a contract with the State of New Hampshire, Department
of Corrections on behalf of myself.

IN WITNESS WHEREOF, I have set my hand as the Sole Owner of the Business this
_____ day of _____, 20____.

Sole Owner

STATE OF _____ COUNTY OF _____

On this the _____ day of _____, 20____, before me, _____
_____ the undersigned Officer, personally appeared _____,
who acknowledge her/himself to be the Sole Owner, of _____, a
Business, and that she/he, as such Sole Owner being authorized to do so, executed the foregoing
instrument for the purposes therein contained, by signing the name of the Business by
her/himself as _____.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(OFFICIAL SEAL)

Notary Public / Justice of the Peace

My Commission Expires: _____

CERTIFICATE
(Partnership)

I, _____, a Principle of _____, do hereby certify that:

1. I am a Principle of _____, a partnership (the "Partnership") and Partner-in-Charge of the _____ Office of the Partnership;
2. I maintain and have custody of a copy of the Partnership Agreement of the Partnership and a list of the General Partners and Principles of the Partnership assigned to the _____ Office;
3. I am duly authorized to issue certificates with respect to such Partnership Agreements and such General Partners and Principals;
4. I have attached hereto as Certificate, Attachment 4b-1, a true, accurate and complete excerpt of the relevant provision of the Partnership Agreement of the Partnership setting forth the authority of a Principal of the Partnership to enter into and sign agreements in the name of and on behalf of the Partnership;
5. _____, is on the date hereof, and since or before _____, 20 ____ has been, a Principal of the Partnership as referred to in Certificate Exhibit A attached hereto;
6. As a Principal of the Partnership she/he is fully authorized on behalf of and in the name of the Partnership to enter into and to take any and all actions to execute, acknowledge and deliver the contract with the State of New Hampshire, acting through the Department of Corrections, Division of Administration, providing for the performance by the Partnership of certain _____ services, and any and all documents, agreements and other instruments (and any amendments, revisions, or modifications thereto) as she/he may deem necessary, desirable or appropriate to accomplish the same;
7. The signature of _____, as Principal of the Partnership affixed to any instrument or document described in or contemplated by the preceding paragraph shall be exclusive evidence of the authority of said Principal to bind the Partnership thereby;
8. The excerpt of the Partnership Agreement of the Partnership attached as Certificate Exhibit A has not been revoked, annulled, or amended in any manner whatsoever and remains in full force and effect as of the date hereof;

9. The following persons, whose signatures appear below, have been duly appointed or assigned to and now occupy the positions indicated below in the Partnership:

Signature Name and Title

Signature Name and Title

10. IN WITNESS WHEREOF, I have hereunto set my hand as a Principal of the Partnership this _____ day of _____, 20_____.

STATE OF _____

COUNTY OF _____

On this, the _____ day of _____, 20_____, before me,
_____, the undersigned Officer, personally appeared
_____, who acknowledged her/himself to be the
_____, of _____, a
corporation, and that she/he, as such _____ being authorized to do
so, executed the foregoing instrument for the purposes therein contained, by signing the name of
the corporation by her/himself as _____.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(OFFICIAL SEAL)

Notary Public / Justice of the Peace

My Commission Expires: _____

CERTIFICATE OF AUTHORITY
WITH SEAL

I, _____, do hereby certify that:
(Name of Clerk of the Corporation, can not be the one who signed the contract)

1. I am a duly elected Clerk of _____.
(the Corporation)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on _____.
(date given authority)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Corrections, for the provision of _____ services.

RESOLVED: That the _____
(Title of the one who signed the contract)
is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of _____.
(today's date)

4. _____ is the duly elected
(Name of one who signed contract)

_____ of the
(Title of one who signed the contract)

Corporation.

(CORPORATE SEAL) _____
Signature of the Clerk of the Corporation

Alternate W-9 Form Instructions

To establish your company as a vendor for the State of New Hampshire, an “Alternate W-9” form is required. This form is for IRS purposes. The following information may help you in completing this form.

Individuals and sole proprietors must use their social security number in combination with their name, while partnerships and corporations must use their Federal Identification Number in combination with their company name. A Company is not automatically a corporation – be sure of your status before completing this form. In all cases, the information in our files should reflect the same information you use to file your annual federal tax return.

Please return the completed “Alternate W-9” form to:

NH Department of Corrections
Attn: Contract/Grant Administrator
PO Box 1806
Concord, NH 03302-1806

The form may be returned with your Proposal: (603) 271-5639.

If you have any questions, please call the Contract/Grant Administrator at: (603) 271-5130.



ALTERNATE W-9 FORM



PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION

PLEASE USE THIS FORM TO PROVIDE THE REQUESTED
INFORMATION

Pursuant to IRS Regulations, you must furnish your Taxpayer Identification Number (TIN) to the State whether or not you are required to file tax returns. If this number is not provided, you may be subject to a 31% withholding on each payment made to you. To avoid this 31% withholding & to ensure that accurate tax information is reported to the IRS, A RESPONSE IS REQUIRED.

If a service provider is a part of a GROUP PRACTICE, it is the group name & TIN which is required on this Alternate W-9. If the service provider is a SOLE PROPRIETOR, it is the individual name & TIN which is required on this Alternate W-9.

NAME: _____

ADD'L or D/B/A NAME: _____

BUSINESS ADDRESS: _____

CITY/TOWN: _____ STATE: _____ ZIP: _____

HOME ADDRESS: _____

CITY/TOWN: _____ STATE: _____ ZIP: _____

TAXPAYER IDENTIFICATION NUMBER (TIN) as used on IRS tax return.

SSN _____ - _____ - _____ EIN/FIN _____ - _____

PRINCIPAL ACTIVITY (select only ONE).

- Service Provider Product/Merchandise Provider Other Provider

List principal type of service product or other you provide: _____

DESIGNATION (select ALL which apply to you/your organization).

- Individual Government Personal Service Corporation
- Sole Proprietor Estate or Trust Health Care Provider
- Partnership Corporation Non-Profit (attach copy of exemption)

Under penalty of perjury, I declare that the information provided is true, correct & complete, to the best of my knowledge or belief.

NAME & TITLE (print or type) _____

TELEPHONE #: _____ SIGNATURE: _____ DATE: _____

Promoting Public Safety through Integrity, Respect and Professionalism

N.H. 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 Attachment 6 – HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT.

NH Department of Corrections

State of New Hampshire Agency Name

Contractor Name

Signature of Authorized Representative

Contractor Representative Signature

William L. Wrenn

Authorized DOC Representative Name

Authorized Contractor Representative Name

Commissioner of Corrections

Authorized DOC Representative Title

Authorized Contractor Representative Title

Date

Date

On the next document
(Form P-37), add information by
typing in the shaded boxes. Do
Not - execute any other part of the
document.

Subject: Psychiatric Services Contract, NHDOC 07-07-GFMED

AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address 105 Pleasant St. Concord, NH 03301	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Account No. 010-046-	1.6 Completion Date 6/30/2011	1.7 Audit Date N/A	1.8 Price Limitation \$
1.9 Contracting Officer for State Agency William L. Wrenn, Commissioner		1.10 State Agency Telephone Number 1-603-271-5603	
1.11 Contractor Signature		1.12 Name & Title of Contractor Signor	
1.13 Acknowledgment: State of _____, County of _____, On _____ (DATE), before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name & Title of Notary Public or Justice of the Peace			
1.14 State Agency Signature(s)		1.15 Name/Title of State Agency Signor(s) William L. Wrenn, Commissioner	
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants) By: _____ Director, _____ On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By: _____ Assistant Attorney General, _____ On: _____			
1.18 Approval by the Governor and Council By: _____ On: _____			
2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("the State"), engages contractor identified in block 1.3 ("the Contractor") to perform, and the Contractor shall perform, that work or sale of goods, or both, identified and more particularly described in EXHIBIT A incorporated herein ("the Services").			
3. EFFECTIVE DATE: COMPLETION OF SERVICES. 3.1 This agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Council of the State of New Hampshire approve this agreement, ("the Effective Date"). 3.2 If the date for commencement in Exhibit A precedes the Effective Date all services performed by Contractor between the commencement date and 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 be under no obligation to pay the contractor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement. All services must be completed by the date specified in block 1.6.			
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the account identified in block 1.5 in the event funds in that account are reduced or unavailable.			

CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B, incorporated herein.

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 RSA 80:7 through 7-C or any other provision of law.

5.4 Notwithstanding anything 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 of these general provisions.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to civil rights and equal opportunity laws. In addition, the vendor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL

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

7.2 The Contractor shall not hire, and shall permit no 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 has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

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.

8. EVENT OF DEFAULT, REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule; or

8.1.2 failure to submit any report required hereunder; or

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

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

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

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; and

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

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

9. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION.

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

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

9.3 Confidentiality of data shall be governed by RSA 91-A or other existing law. Disclosure pursuant to a right to know request shall require prior written approval of the State.

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

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

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

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

14. INSURANCE AND BOND.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 of these general provisions, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

15. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that event, or any subsequent Event. No express failure of 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 default on the part of the Contractor.

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, above.

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 Council of the State of New Hampshire.

18. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

19. **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.

20. **SPECIAL PROVISIONS.** The additional provisions set forth in EXHIBIT C hereto are incorporated as part of this Agreement.

21. **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 understanding.

Attention All Vendors

This RFP can be found online listed under the RFP number on the cover page of this document at:

<http://www.nh.gov/nhdoc/business/rfp.html>.

DO NOT change the integrity of the information provided by the NH DOC on the RFP document. The review committee may consider any alterations of this document as a disqualifying factor.