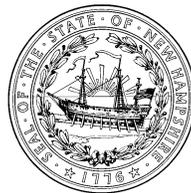


**NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS**

**REQUEST FOR PROPOSAL**



**NHDOC 11-05-GFMED**

**Inpatient and Outpatient Psychiatric Services**

**ISSUE DATE: May 6, 2011**

## TABLE OF CONTENTS

### Section A: Terms, Conditions and Procedures for Submitting Proposals

1.	Brief Description: .....	1
2.	Performance Period: .....	2
3.	Outline of Minimum Required Services and Performance Measures: .....	2-4
4.	Vendor Conference: .....	4
5.	Facility Tours: .....	4
6.	Proposal Inquiries: .....	4
7.	NH Department of Corrections Response Date for Vendor Inquiries: .....	4
8.	Last Date for Letter of Intent: .....	4
9.	Specifications: .....	4
10.	Instructions, RFP Documents, Format and Labeling of Proposal Submissions: .....	5-7
11.	Submission Criteria: .....	7
12.	Document Alterations/Changes/Omissions: .....	7
13.	Evaluation Criteria/Procedure: .....	7-8
14.	Other Contractual Documents: .....	8
15.	Cancellation: .....	8
16.	Financial Commitment: .....	8
17.	Rejection of Proposals: .....	8
18.	Other Remedies for “Technically Non-Compliant” Proposals: .....	8
19.	Addendum(s) and/or Amendment(s) to, or Withdrawal of RFP: .....	8-9
20.	Proposal Submission: .....	9
21.	Competition: .....	9
22.	Collusion: .....	9
23.	Disclosure of Sealed Proposal: .....	9
24.	Oral Presentation: .....	9
25.	Terms of Submission: .....	9
26.	Vendor Responsibility: .....	9
27.	Evaluation of Proposals/Award of Contract: .....	9-10
28.	Liability: .....	10
29.	Best Interest of the State: .....	10
30.	Proposal Review and Evaluation Criteria: .....	10
31.	Scoring of Evaluation Criteria: .....	11
32.	Schedule of Events (Timetable): .....	12
33.	Procedures for Proposal Selection and Notification: .....	12
34.	Special Notes: .....	12-13
35.	Proposal Cover Sheet: .....	14
36.	Proposal Check Sheet: .....	15-17

### Section B: Scope of Services, Exhibit A

1.	Purpose: .....	18
2.	Terms of Contract: .....	18
3.	Location of Services: .....	18
4.	Current Inmate/Patient Population: .....	18
5.	Treatment Services Sections: .....	19-20
6.	Inpatient Forensic Psychiatric Services Located at SPU: .....	20-21

7.	On-Call Psychiatric Services: .....	21
8.	General Population Behavioral Health Program: .....	21
9.	Court Appointed Forensic Psychiatry Evaluation Services: .....	21-22
10.	Behavioral Health Training Facilitation: .....	22
11.	Psychiatric Nurses: .....	22
12.	Psychiatric Medical Director: .....	22
13.	Psychiatry Medication Formulary: .....	22
14.	General Service Provisions: .....	22-26
15.	Other Contract Provisions: .....	26-27
16.	Bankruptcy or Insolvency Proceeding Notification: .....	27
17.	Embodiment of the Contract: .....	27
18.	Cancellation of Contract: .....	27-28
19.	Vendor Transition: .....	28
20.	Audit Requirement: .....	28
21.	Additional Items/Locations: .....	28
22.	Information: .....	28
23.	Special Notes: .....	28-29

**Section C: Estimated Budget/Method of Payment, Exhibit B**

1.	Signature Page: .....	30
2.	Estimated Budget: Staff: .....	31
3.	Estimated Budget: Treatment Service Sections: .....	32
4.	Estimated Budget: On-Call Schedule: .....	33
5.	Method of Payment: .....	34
6.	Appropriation of Funding: .....	34

**Section D: Special Provisions, Exhibit C: .....35**



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
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William L. Wrenn  
Commissioner

Bob Mullen  
Director

May 6, 2011

**Request for Proposal (RFP)  
Terms and Conditions**

RFP Title: Inpatient and Outpatient Psychiatric Services

RFP Number: NHDOC 11-05-GFMED

RFP Due Date: May 20, 2011, no later than 2:00PM, EST

RFP Service Region: Northern NH Correctional Facility (NCF), Berlin, NH and Southern NH Correctional Facilities: NH State Prison for Men (NHSP-M), Secure Psychiatric Unit (SPU), Residential Treatment Unit (RTU), Community Corrections - Men (TWC) and Community Corrections – Women (Shea Farm), Concord, NH and NH State Prison for Women (NHSP-W), Goffstown, NH.

**NH Department of Corrections Mission Statement:** *Our Mission is to provide a safe, secure, and humane correctional system through effective supervision and appropriate treatment of offenders, and a continuum of services that promote successful re-entry into society for the safety of our citizens and in support of crime victims.*

This mission is supported through contracts with non-profit corporations; public corporations; public agencies (agency or department 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 process. These entities are herein after known as the "Vendor," "Contractor" or "Bidder."

**SECTION A: Terms, Conditions and Procedures for Submitting Proposals**

**1. 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) for the New Hampshire Department of Corrections (herein known as the "NHDOC," "State," "Corrections" or "Department").

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).

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**2. Performance Period:**

Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning July 1, 2011 through June 30, 2014 with the approval of Governor and Executive Council (G&C) of the State of New Hampshire.

**3. Outline of Minimum Required Services and Performance Measures:**

3.1. Inpatient Forensic Psychiatric Services located at the Secure Psychiatric Unit (SPU):

3.1.1. Inpatient services being sought for the Secure Psychiatric Unit (SPU) and Residential Treatment Unit (RTU): secure inpatient psychiatry care and residential treatment services for a 70 bed unit, 30 beds allocated for SPU, and 40 beds for offenders in a residential treatment unit residing in the secure psychiatric unit. We are currently in process of renovations to meet this capacity requirement.

3.1.2. The SPU requests psychiatric services for treatment of non-adjudicated and adjudicated individuals who are civilly committed under all applicable State Statutes including the Sexually Violent Predator law (RSA 135-E) or not guilty by reason of insanity and who are too dangerous to reside at the New Hampshire Hospital.

3.1.3. The RTU, under the Holliday Court Order, requests psychiatric services for this unit that will house male 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.

3.2. On-Call Psychiatric Services:

3.2.1. To provide on-call psychiatric coverage for all sites indicated in Exhibit A, Section B, Item # 3, Monday through Friday from 4pm to 8am, and 24 hours a day on weekends and State holidays, to assess emergent needs of offenders as reported by NH Department of Corrections 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, on mental health needs to include but not limited to medication orders, housing recommendations and suicide risk assessments.

3.3. General Population Behavioral Health Program for Male Offenders:

3.3.1. 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, psychiatric care, psychological evaluations, psychosocial assessments, and treatment planning and to provide individual and group therapies in synchronicity with non-Vendor clinical staff.

3.4. Behavioral Health Training Facilitation:

3.4.1. NH Department of Corrections recognizes the importance of meeting the requirements of the Laaman Decree. In the 2001 Laaman Decree, paragraph 21 states "Training of correctional officers/security staff shall be increased to accommodate additional training in daily interaction with mentally ill inmates and additional suicide prevention training. Priority for such training shall be for correctional officers assigned to Secure Housing Unit (SHU)."

**Request for Proposals (RFP)  
Terms and Conditions**

In order to meet this function, NH Department of Corrections seeks a dedicated training position to facilitate trainings in units as well as coordinate annual training schedules for clinical staff to enhance their knowledge base in working in behavioral health in corrections.

3.5. Behavioral Health Services - Female Offenders:

3.5.1. Expanded mental health treatment services for our female offenders. Provide an offer to address evidence-based practices, psychiatric services, and integrated behavioral health services with services rendered in collaboration with Psychiatry, Physicians, and Physician Assistants/Advanced Practice Register Nurses with specific focus on treatment conditions that are increasingly prevalent in incarcerated women such as trauma, eating disorders and substance abuse disorders which require a multi-disciplinary approach.

3.6. Court Appointed Forensic Psychiatry/Psychological Evaluation Services:

3.6.1. Scope of services include the provision of forensic psychiatric/psychological evaluations that are requested by the New Hampshire Court System, to testify, as required, regarding content of the evaluations, to act as a liaison to the Courts, Attorneys, and County Facilities and provide training in this activity as agreed upon by the Vendor and NH Department of Corrections.

3.7. Psychiatric Nursing:

3.7.1. In order to offer evidence-based integrated behavioral health services, the NH Department of Corrections is requesting proposals that includes psychiatric nurses to support the delivery of nurse administered medications within the SHU and to augment and work collaboratively with the existing NH Department of Corrections nursing staff and mental health services in order to meet our compliance with the Holliday Court Order in monitoring psychiatric inmates in SHU.

3.8. Performance Measures – Quality Improvement (QI):

3.8.1. Quality Improvement Measures (QIM) will be identified by NH Department of Corrections and the Vendor in order to monitor the contract and measure compliance with psychiatric best practices as well as compliance to the Contracted standards. NH Department of Corrections seeks a QI position to work collaboratively with NH Department of Corrections' Administrator of Quality Improvement to specifically monitor our compliance with the Holliday Court Order and Laaman Decree. Such 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. These measures will initially include areas such:

- 90% fulfillment of positions obligated in the Contract at all times with the goal of 100% compliance at all times;
- include all current and future compliance monitoring with Court requirements and policy standards;
- quarterly meetings to review the Contract, amend or add to QIM and other related issues;
- Peer Reviews conducted by Vendor to ensure clinical practice is within best practice measures to include prescribing practices, documentation, and diagnostic skills;

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**Request for Proposals (RFP)  
Terms and Conditions**

- quarterly utilization review of psychotropic medications prescribed to residents and inmates to ensure the appropriate use of said medications;
- annual reports of QI measures established by the Division of Medical & Forensic Services in collaboration with the Vendor; and
- facilitation of QI meetings at all sites within the NH Department of Corrections as it relates to the services rendered by the Vendor and NH Department of Corrections compliance with policy and practice regarding Behavioral Health Services and other cross discipline approaches.

**4. Vendor Conference: (NOT APPLICABLE)**

**5. Facility Tours: (NOT APPLICABLE)**

**6. Proposal Inquiries:**

An individual who is authorized to commit the organization to provide the services necessary to meet the requirements of this RFP must submit all inquires or questions.

- 6.1. Inquires shall be received no later than 2:00PM EST, on May 10, 2011. However, inquires received will be addressed only if they are deemed by the NH Department of Corrections to be critical to the bid process. No inquiries will be accepted after 2:00PM on May 10, 2011.
- 6.2. All inquiries concerning this Request for Proposal shall be made in writing, citing the RFP Title, RFP Number, Page, Section, Paragraph and submitted to:

NH Department of Corrections Attn: Acting Director of the Division of Medical & Forensic Services P.O. Box 1806 Concord, NH 03302-1806 Tel: (603) 271-5611 Fax: (603) 271-5643 <a href="mailto:hhanks@nhdoc.state.nh.us">hhanks@nhdoc.state.nh.us</a>
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- 6.3. Vendors are encouraged to submit inquires via US mail, fax or e-mail prior to May 10, 2011 in order to enable the NH Department of Corrections time to respond.

**7. NH Department of Corrections Response Date for Vendor Inquiries:**

An official written answer to all written inquiries received meeting the requirements found in section six 6 will be posted on the NH Department of Corrections website: <http://www.nh.gov/nhdoc/business/rfp.html> on or prior to May 13, 2011.

**8. Last Date for Letter of Intent: (NOT APPLICABLE)**

**9. Specifications:**

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

**10. Instructions, RFP Documents, Format and Labeling of Proposal Submissions:**

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

10.1. Instructions:

- 10.1.1. Please submit **three (3) original** and complete proposals, to include the Terms and Conditions pages, signed and initialed as appropriate on each page in **blue ink**. The original copy must be typed or clearly printed in **black ink**. All corrections **must be initialed** by the contract signatory.
  - 10.1.2. In addition, submit **two (2) photocopies**, fully executed, and **one (1) CD** of the proposal.
  - 10.1.3. Proposals that are not complete (omission of requested proposal documents) or unsigned shall be considered "technically non-responsive."
  - 10.1.4. Proposals received after the deadline shall be considered "technically non-responsive." The prospective Vendor shall be so notified by the NH Department of Corrections and the proposal shall be sent back to the prospective Vendor unopened and unevaluated.
  - 10.1.5. Proposals **must be sealed** or they shall not be accepted.
  - 10.1.6. **Do not staple** any part of the proposals. **Do not use three (3) ring binders** for any part of the proposals.
  - 10.1.7. Please use only binder clips to secure and/or separate sections of the proposals.
  - 10.1.8. **Sealed proposals shall follow the sequence of the Proposal Check Sheet.**
  - 10.1.9. Absence of any documentation identified in the Proposal Check Sheet may be considered "technically non-responsive."
  - 10.1.10. Proposals shall be submitted by the prospective Vendor and received by the NH Department of Corrections no later than 2:00PM, EST on May 20, 2011 to be considered.
  - 10.1.11. **All corrections shall be initialed by the prospective contract signatory; correction tape or white out shall not be used on any Contract documents.**
- 10.2. Required RFP Documents: All identified documents found on the Proposal Check Sheet are required documents and must be submitted to the NH Department of Corrections in order for a proposal to be considered complete, in addition to the following, but not limited to:
- 10.2.1. **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).
  - 10.2.2. **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

**Request for Proposals (RFP)  
Terms and Conditions**

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

10.2.3. **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.

10.2.4. **Budget Narrative** – This section shall include the following (one for each year of the program):

- Narrative – Describe each personnel position and expense item for which the NH Department of Corrections 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.
- Estimated Budget: Staff Form (provided,).
- Budget Worksheets (Vendor provided).
- Estimated Budget Worksheet Forms: Treatment Services & On-Call (provided).

10.2.5. **Financial Statements** – Demonstrate financial stability by providing financial statements, preferably audited, for two (2) consecutive years and copies of any quarterly financial statements prepared since the end of the period reported by your most recent annual report. Acceptable financial verification must include one (1) of the following; please check off and submit with your Proposal one of the following:

Check	Description
<input type="checkbox"/>	a copy of the organization’s most recent full set of financial statements
<input type="checkbox"/>	a copy of the organization’s audited set of financial statements from an independent CPA firm

10.26. **References** – References shall be submitted. Please provide a list of all current and former clients, institutions and/or agencies from the past two (2) years using similar products and systems. The Vendor shall grant the NH Department of Corrections permission to contact the references upon submission of reference

**Request for Proposals (RFP)  
Terms and Conditions**

information. Please provide the following information for each reference:

- Name and address of organization;
- Name, title, e-mail address and telephone and fax number of contact person; and
- Website address and performance period.

10.27. Order of Required RFP Documents: Please submit the required RFP documents in the order specified on the Proposal Check Sheet.

10.28. Format Requirements:

- 10.4.1. Font Style .....11 Point, Times New Roman
- 10.4.2. Line Spacing .....One and a half
- 10.4.3. Text Justification .....Flush left
- 10.4.4. Margins .....One inch all around
- 10.4.5. Headers & Footers .....Each 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.
- 10.4.6. Tabs .....Do not include section tabs
- 10.4.7. Binding .....Do not bind, staple or 3-hole punch.

10.29. Labeling and Addressing Proposal: Please clearly mark the outside of your envelope ***RFP NHDOC 11-05-GFMED Inpatient and Outpatient Psychiatric Services***. Proposals must be received (not simply post-marked) NH Department of Corrections, Contract Administrator, P.O. Box 1806, Concord, NH 03302-1806 or hand delivered to Room 324, on the third (3<sup>rd</sup>) floor of the Main Building of the Governor Gallen State Complex, 105 Pleasant Street, Concord, NH, 03301 no later than **May 20, 2011 at 2:00PM EST**, to be considered.

**11. Submission Criteria:**

Proposals that are not complete or unsigned shall not be considered. Any proposal received after the deadline shall be considered "technically non-responsive" and the Vendor will be so notified by the NH Department of Corrections.

- 11.1. Partial service proposals shall not be accepted. All proposals shall be submitted for the full scope of services being requested within the RFP.
- 11.2. If a partial service proposal is received, it shall be considered "technically non-responsive" and the Vendor will be notified by the NH Department of Corrections.

**12. Document Alterations/Changes/Omissions:**

It is unlawful to make any alterations to the text or format of this document, or the text or format of any addendum, or attachment to this document. A signature on the Cover Sheet of the person authorized to legally bind the Vendor to the terms of this RFP signifies that no alterations have been made to the original text or format of this RFP. Any alterations made to the original text of this document may result in the proposal being considered "technically non-compliant."

**13. Evaluation Criteria/Procedure:**

- 13.1. Proposals shall be subject to a procedural review by the Contract Administrator prior to any other evaluation review to ensure the proposals submitted:
  - 13.1.1. conform to instructions and format contained within the RFP;

**Request for Proposals (RFP)  
Terms and Conditions**

- 13.1.2. is properly executed and complete; and
- 13.1.3. contains all required supporting documentation.

**14. Other Contractual Documents Provided by the NH Department of Corrections:**

The State Long Form Contract, form P-37, version 1/09, Certificates of Authority/Vote, Comprehensive General Liability Insurance Acknowledgement Form, Alternate W-9 Form, 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, and Administrative Rules, Rules of Conduct and Confidentiality of Information Agreement are located as a separate link on the New Hampshire Department of Corrections website: <http://www.nh.gov/nhdoc/business/rfp.html>.

**15. 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 the preparation of proposals is the sole responsibility of the Vendor.

**16. Financial Commitment:**

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

**17. Rejection of Proposals:**

- 17.1. Proposals may be rejected at any time at the discretion of the Director of Administration if the Vendor:
  - 17.1.1. has any interest that shall, in the sole discretion of NH Department of Corrections, conflict with performance of services for the State;
  - 17.1.2. fails to demonstrate to the satisfaction of NH Department of Corrections that it is in sound financial condition;
  - 17.1.3. is a non-profit/not-for-profit and fails to furnish the NH Department of Corrections with the names and addresses of the organization's Board of Directors/Members, List of Key Personnel and Salaries and/or Resumes of Key Personnel;
  - 17.1.4. fails to make an oral presentation if requested by NH Department of Corrections at a time, place and in a manner satisfactory to NH Department of Corrections; and
  - 17.1.5. fails to reach agreement with NH Department of Corrections on any and all Contract terms.

**18. Other Remedies for "Technically Non-Compliant" Proposals:**

- 18.1. The NH Department of Corrections, in its sole discretion, may determine that non-compliance with any RFP requirement is insubstantial. In such cases the NH Department of Corrections may:
  - 18.1.1. seek clarification;
  - 18.1.2. allow the Vendor to make corrections; or
  - 18.1.3. apply a combination of the two remedies.

**19. Addendum(s) and/or Amendment(s) to, or Withdrawal of the RFP:**

- 19.1. If NH Department of Corrections decides to amend or clarify any part of this RFP, a written amendment shall be provided to all Vendors on the NH Department of Corrections website: <http://www.nh.gov/nhdoc/business/rfp.html>. This notification will also serve as a Public Notice.

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**Request for Proposals (RFP)  
Terms and Conditions**

- 19.2. The NH Department of Corrections, at its discretion, may amend the RFP at any time prior to the award of a Contract and/or terminate this procurement in whole or in part at any time.
- 19.3. The NH Department of Corrections at its discretion may request clarification from a Vendor of a proposal submitted.

**20. Proposal Submission:**

- 20.1. Prospective Vendors shall comply with instructions as specified in the Terms and Conditions of the RFP, submit all documents with the Proposal as identified in the Proposal Check Sheet and ensure **sealed** offers are received by the date, time and location identified herein.
- 20.2. The Vendor is cautioned that their proposal shall be subject to acceptance by the NH Department of Corrections without further clarification.
- 20.3. Verbal agreements or instructions from any source are not authorized.

**21. Competition:**

The NH Department of Corrections encourages free and open competition among Vendors. Proposal specifications and conditions are designed to accomplish this objective, consistent with the NH Department of Corrections needs and guidelines.

**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.

**23. Disclosure of Sealed Proposal:**

A Vendor's disclosure or distribution of proposals other than to the NH Department of Corrections shall be grounds for disqualification.

**24. Oral Presentation:**

Prior to the determination of the award, a Vendor may be required to make an oral presentation to clarify any portion of their response or to describe how the service requirements shall be accomplished. Vendor finalists may be asked to conduct the presentation at a time period designated by the NH Department of Corrections.

**25. Terms of Submission:**

All material received in response to this RFP shall become the property of the NH Department of Corrections and shall not be returned to the Vendor. Regardless of the Vendor selected, the NH Department of Corrections reserves the right to use any information presented in a proposal. The proposal content that makes up the Vendors awarded Contract shall become public information upon approval of the Governor and Executive Council.

**26. Vendor Responsibility:**

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the RFP, their proposal and any resulting Contract and any renewal Contracts thereof.

**27. Evaluation of Proposals and Award of Contract:**

- 27.1. The NH Department of Corrections has approved this RFP for issuance. The RFP process is a procurement option allowing the NH Department of Corrections to award a Contract based upon the evaluation criteria established by the NH Department of Corrections.

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**Request for Proposals (RFP)  
Terms and Conditions**

- 27.2. Evaluation of proposals shall be based on evaluation criteria established by the NH Department of Corrections.
- 27.3. The NH Department of Corrections, may, upon determining that no satisfactory responses to this RFP 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 RFP for this particular service.
- 27.4. Upon review by the NH Department of Corrections and approval by the Governor and Executive Council, the signed Contract shall become valid.

**28. Liability:**

The NH Department of Corrections 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.

**29. 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.

- 29.1. The “*BEST AND FINAL OFFER*” would provide Vendors the opportunity to amend or change its original proposal(s) to make it more acceptable to the State. The NH Department of Corrections reserves the right to exercise this option.
- 29.2. The “*BEST AND FINAL OFFER*” shall provide the NH Department of Corrections the opportunity to modify volume indicators and cost categories, if applicable, identified in Exhibit B of the RFP. Such request of the New Hampshire Department of Corrections would provide the Vendor(s) the opportunity to amend or change its original proposal to make it more acceptable to the State. The NH Department of Corrections reserves the right to exercise this option.

**30. Proposal Review and Evaluation Criteria:**

- 30.1. The NH Department of Corrections shall conduct an objective review of the proposal(s) received in response to this RFP process. The evaluation will be based on the demonstrated capabilities and skills of the prospective Vendor in relation to the needs of the services to be provided as set forth in this RFP.
- 30.2. The NH Department of Corrections will award a Contract based on the following:
  - 30.2.1. total estimated cost;
  - 30.2.2. staffing of services;
  - 30.2.3. quality improvement and performance measures;
  - 30.2.4. quality improvement directives;
  - 30.2.5. financial stability; and
  - 30.2.6. references.
- 30.3. The NH Department of Corrections reserves the right to accept or reject any proposal and to waive any minor irregularities in any proposal.

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**Request for Proposals (RFP)  
Terms and Conditions**

**31. Scoring of Evaluation Criteria:**

31.1. Table of Scoring Criteria:

<b>Category</b>	<b>Total Points Per Category</b>
31.1.1. Total Estimated Cost: (30 Points)	30
31.1.1.1. Compensation (15 points) 31.1.1.2. Program Support (10 points) 31.1.1.3. Indirect Cost (5 points)	
31.1.2. Staffing: (20 Points)	20
31.1.2.1. Immediate Availability: (10 points) 31.1.2.2. Recruitment Potential: (7 points) 31.1.2.3. Credentials and Experience: (3 points)	
31.1.3. Quality Improvement: (15 Points)	15
31.1.3.1. Program Performance Measures: (10 points) 31.1.3.2. Peer Review: (3 points) 31.1.3.3. Credentialing: (2 points)	
31.1.4. Quality Improvement Directives: (25 Points)	25
31.1.4.1. Report Development: (10 points) 31.1.4.2. Establishment of Standards: (5 points) 31.1.4.3. Application of QI Tools: (5 points) 31.1.4.4. Demonstrated History of Budget Reduction to Contracted Partners (5)	
31.1.5. Financial Stability: (5 Points)	5
31.1.6. References: (5 Points)	5
<b>Total of all Categories</b>	<b>100</b>

**Note:** The Financial Stability, Organizational Resources & Capability of contracted Vendor(s) is of great importance to New Hampshire Department of Corrections. A Vendor that does not score at least 3 out of 5 points, upon evaluation, in the Financial Stability category may be required to provide further financial information for the possibility of making their score satisfactory. In the event that the information provided does not satisfy the Department the NH Department of Corrections shall, at its own discretion, remove the Vendor from the RFP and contract procurement process in the best interest of the State.

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**Request for Proposals (RFP)  
Terms and Conditions**

**32. Schedule of Events (Timetable):**

32.1. Table of Events and Important Dates:

Event #	Description of Event	Date of Event
1	RFP Issued	May 6, 2011
2	Written Inquiries Due	May 10, 2011
3	NHDOC Posts Answers to Inquiries	May 13, 2011
4	RSVP Letter of Intent to Bid	N/A
5	Vendor Conference	None
6	Proposals Due	May 20, 2011
7	Presentations of Selected Vendors	N/A
8	Best & Final Offer	None
9	Contract Finalization	May/June 2011
10	Anticipated Approval by the Governor and Executive Council	June 22, 2011
11	Expected Services Start Date	July 1, 2011

**Note:** The above Table of Events and Important Dates may be altered at any time by the Department with the exception of No. 6: "Proposals Due." The Vendor's "Proposals Due" date cannot be changed in order to maintain the integrity of the public contract procurement process of the State of New Hampshire. Notice of any such changes will be posted on the NH Department of Corrections website and will be entitled *Table of Events and Important Date*.

**33. Procedures for Proposal Selection and Notification:**

- 33.1. 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.
- 33.2. The NH Department of Corrections expects to contract with one Vendor to provide the needed services. The NH Department of Corrections 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.
- 33.3. If competing proposals are close or equal in scoring, greater weight may be given to maintaining Holliday Court Compliance.

**34. Special Notes:**

- 34.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 34.2. The NH Department of Corrections reserves the right to accept or reject any or all proposals, to waive any minor irregularities in any proposal and to cancel this RFP in whole or in part upon written or published notice of intent to do so.
- 34.3. The solicitation of the Request for Proposal shall not commit the NH Department of Corrections to award a Contract.
- 34.4. The State and/or NH Department of Corrections shall not be responsible for expenses incurred by the Vendor's Professional Medical Staff and/or Vendor's Business Entity to maintain current medical licensures, certifications and continuing education costs.

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**Request for Proposals (RFP)  
Terms and Conditions**

- 34.5. Financial responsibility for preparation of proposals is the sole responsibility of the Vendor.
- 34.6. The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the RFP, their proposal, resulting Contract and any renewals thereof.

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**PROPOSAL FOR:** The provision of Inpatient and Outpatient Psychiatric Services for the NH Department of Correction’s (locations listed in Terms & Conditions and Exhibit A) 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. Partial Proposals of services for any regional area shall not be accepted.

**RFP NUMBER:** NHD0C (11-05-GFMED)

**LOCATION OF SERVICES:**

Northern NH Correctional Facility (Regional Area)

Southern NH Correctional Facilities (Regional Area)

**PLEASE TYPE OR CLEARLY PRINT IN THE SPACES PROVIDED BELOW.**

**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. The signer of the Vendor below signifies the assent of the Vendor to all of the Terms and Conditions of this RFP.

1. **VENDOR:** \_\_\_\_\_  
Name of Organization (As written on the Certificate of Good Standing)

2. **ADDRESS:** \_\_\_\_\_  
Street Address (Physical address of the organization - no PO Boxes)

\_\_\_\_\_  
City or Town State Zip Code

3. **SIGNATURE:** \_\_\_\_\_ **INITIALS:** \_\_\_\_\_

4. **DATE SIGNED:** \_\_\_\_\_

5. **TITLE OF SIGNATORY:** (Title of signatory) \_\_\_\_\_

6. **NAME OF SIGNATORY:** (Name of signatory) \_\_\_\_\_

7. **CONTACT PERSON:** (Contact person if different from signatory) \_\_\_\_\_

8. **TELEPHONE:** (Telephone number of contact person) \_\_\_\_\_

9. **E-MAIL:** (E-mail of contact person) \_\_\_\_\_

10. **FAX:** (Fax number of contact person) \_\_\_\_\_

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**Vendor Initials:** \_\_\_\_\_

**FORMAT FOR SUBMISSION:** Vendors shall submit three (3) original completed proposals in response to this RFP. The originals shall be signed in **blue ink**. These originals must be typed or clearly printed in **black ink**. All corrections shall be initialed by the contract signatory. Submit two (2) copies of the original Proposal and one (1) CD. Proposals that are not completed or unsigned may be considered "technically non-compliant." Any proposal(s) received after the deadline may be considered "technically non-responsive" and the Vendor will be notified by the NH Department of Corrections with the Proposal sent back to the Vendor unopened and unevaluated. Proposals must be sealed or they shall not be accepted. Proposals shall not be stapled or three-hole punched. Use only binder clips to secure and separate your proposals. Vendors **MUST** initial the bottom right hand corner of each page of their Proposal.

If interested in submitting a proposal for these services, please fully complete, execute and return the following documentation in the sequence below:

- Cover Page:
  - Title of RFP;
  - RFP Number;
  - Vendors Organizational Name; and
  - Submission Date.
- Proposal Cover Sheet (please use the previous page for this document);
- Cover Letter (see criteria, section 10.2 Required RFP Documents within the RFP);
  - Executive Summary;
  - Agency Capacity;
  - Program Structure/Plan of Operation Narrative;
- Request for Proposal, Terms and Conditions;
- Contract Form P-37, version 1/09 ([P-37 Document](#)):
  - Please fully execute: Items 1.3, 1.4, 1.5, 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;
  - Note: THE NAME OF THE VENDOR'S ORGANIZATION SHALL BE WRITTEN ON THE P-37 AS FOUND ON THE CERTIFICATE OF GOOD STANDING (ISSUED BY THE NH SECRETARY OF STATES OFFICE) TO INCLUDE D/B/A NAMES OF THE ORGANIZATION, IF APPLICABLE.
- Program Narrative;
- Exhibit A – Scope of Services;
- Exhibit B – Estimated Budget/Method of Payment, Signature Page;
- Exhibit B:
  1. Budget Narrative;
  2. Estimated Staff Budget Form (provided, Exhibit B, Page 1);
  3. Budget Worksheets (Vendor provided);
  4. Estimated Budget Worksheet Forms: Treatment Services & On-Call (provided, Exhibit B, Page 2 & 3);
  5. Method of Payment.
- Exhibit C – Special Provisions;
- Certificate of Good Standing (**not included herein; see instructions on next page**);
- Certificate of Authority (execute and submit only the one that applies to your entity): ([Corporation Certificate of Authority Vote w/ Corporate Seal](#), [Corporation Certificate of Authority Vote with Notary Seal](#), [Partnership Certificate of Authority Vote](#), [Sole Proprietor Certificate of Authority Vote](#), [Limited Liability Company Certificate of Authority Vote](#)).

- Note: THE NAME OF THE VENDOR'S ORGANIZATION MUST BE WRITTEN ON THE CERTIFICATE OF AUTHORITY AS FOUND ON THE CERTIFICATE OF GOOD STANDING TO INCLUDE D/B/A NAMES OF THE ORGANIZATION, IF APPLICABLE.
- Certificate of Insurance (not included herein; see instructions on next page):
  - Note: THE NAME OF THE VENDOR'S ORGANIZATION TO INCLUDE DBA NAMES, IF APPLICABLE, AS FOUND ON THE CERTIFICATE OF GOOD STANDING, AND ADDRESS OF THE VENDORS ORGANIZATION MUST BE IDENTIFIED IN THE INSURED SECTION OF THE CERTIFICATE OF LIABILITY INSURANCE DOCUMENT.
- Comprehensive General Liability Insurance Acknowledgement Form – ([Comprehensive General Liability Insurance Acknowledgement Form](#));
- Health Insurance Portability and Accountability Act (HIPAA) Form;
- Administrative Rules, Rules of Conduct and Confidentiality of Information Forms;
- Copies of professional licensures, certifications and/or qualifications of the medical professional(s) providing the requested services;
- List of Board of Directors and Addresses (NON-PROFIT ORGANIZATIONS ONLY);
- List of Key Personnel and Salaries (NON-PROFIT ORGANIZATIONS ONLY);
- Resumes or Job Descriptions of all Personnel involved with administering programs (NON-PROFIT ORGANIZATIONS ONLY);
- Alternate W-9 Form ([W-9 Form Document](#));
- Statement of Financial Stability; and
- References.

All documentation listed above is necessary for the successful completion and submission of Proposals. All attachments are located on the following webpage: <http://www.nh.gov/nhdoc/business/rfp.html> under the heading “*TOOLS AND RESOURCES FOR BIDDERS.*” (Direct link to above document web page: <http://www.nh.gov/nhdoc/business/RFPBiddingTools.htm>).

**OTHER NECESSARY FORMS (Not included on the above web page, must also be provided by the Vendor):**

- Certificate of Good Standing (NOT INCLUDED HEREIN, **must be provided by Vendor**): In order to obtain a Certificate, write directly to the Secretary of State, Corporate Division, State House Annex, Room 341, 25 Capital Street, 3<sup>rd</sup> Fl, Concord, NH 03301 or visit the Secretary of States Office in person. 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 (CALL FOR FEES) made payable to the State of New Hampshire. **If you wish to visit the Secretary of States Office in person and pay in cash, you must bring exact change for each Certificate of Good Standing document(s) requested.** In the event that you need to expedite the request, you may fax the request to (603) 271-3246 (CALL FOR FEES) for the expedited service. Include your mailing address, corresponding check number, telephone and fax number. You will receive a fax of the Certificate in addition to a original mailed copy.
- Certificate of Insurance (NOT INCLUDED HEREIN, **must be provided by Vendor**): You must contact your Insurance provider and follow their process to get this form **pursuant to section 14 and 15 of the State Long Form Contract** (Link: [P-37 Document](#)). The NH Department of Corrections, PO Box 1806, Concord, NH, 03302-1806 must be listed at the Certificate Holder on the document. Once obtained, if necessary, you may have your insurance provider fax the NH Department of Corrections a copy of the form. Faxes are to be sent to: (603) 271-5639, care of the Contract Administrator.

- The Certificate of Insurance must provide the following:
  - Shall designate the NH Department of Corrections as the Certificate Holder;
  - Shall designate the Certificate Holders address as: P.O. Box 1806, Concord, NH 03302;
  - Shall designate your organizations name (to include d/b/a names if applicable) and address in the Insured section of the Certificate of Liability Insurance document.
  - Shall provide proof and identify limits and expiration dates, for the life of the Contract and any renewals thereof, the minimum General Liability coverage to be no less than \$2,000,000.00 per each occurrence and \$6,000,000.00 general aggregate;
  - Shall provide proof and identify limits and expiration dates, for the life of the Contract and any renewal thereof, the minimum Excess/Umbrella Liability coverage to be no less than \$10,000,000.00 per each occurrence and aggregate;
  - Shall provide proof and identify limits and expiration dates of Workers' Compensation; and
  - Shall provide proof and identify limits and expiration dates of Professional Liability or Business Owners Policy for the life of the Contract and any renewal thereof.

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

**1. Purpose:**

The Contractor shall provide Inpatient 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) for the New Hampshire Department of Corrections.

**2. Terms of Contract:**

Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning July 1, 2011 through June 30, 2014 with the approval of Governor and Executive Council (G&C) of the State of New Hampshire.

**3. Location of Services:**

3.1. Location of Services: The Northern Region shall consist of the Northern NH Correctional Facility, Berlin, NH. The Southern Region shall consist of the NH State Prison for Men (NHSP-M), Secure Psychiatric Unit, Residential Treatment Unit (RTU), Community Corrections - Men (TWC) and Community Corrections – Women (Shea Farm), Concord, NH and the NH State Prison for Women (NHSP-W), Goffstown, NH are marked with an “X” below:

Northern Region - NHDOC Northern NH Correctional Facility Location		
X	Northern NH Correctional Facility (NCF)	138 East Milan Road, Berlin, NH 03570
Southern Region - NHDOC Southern NH Correctional Facility Locations		
X	NH State Prison for Men (NHSP-M)	281 North State Street Concord, NH 03301
X	Secure Psychiatric Unit	281 North State Street Concord, NH 03301
X	Residential Treatment Unit	281 North State Street Concord, NH 03301
X	Community Corrections - Men (TWC)	281 North State Street Concord, NH 03301
X	Community Corrections - Women (Shea Farm)	60 Iron Works Road Concord, NH 03301
X	NH State Prison for Women (NHSP-W)	317 Mast Road, Goffstown, NH 03045

3.2. Partial Proposals for requested services for the Northern and Southern Regional Area shall not be accepted.

**4. Current Inmate /Patient Population:**

NH Department of Corrections Current Population by Facility		
Facility	Location	Population
Northern Correctional Facility (NCF)	Berlin, NH	629
NH State Prison-Men (NHSP-M)	Concord, NH	1471
Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU)	Concord, NH	56
Community Corrections	Concord & Manchester, NH	199
NH State Prison-Women (NHSP-W)	Goffstown, NH	104
<b>Current Inmate Population:</b>		<b>2459</b>

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5. Treatment Services Sections:

5.1. Current Population:

<i>Treatment Services Sections</i> (see locations below)	Inpatient Forensic Psychiatric Services	Residential Treatment Unit	General Outpatient Behavioral Health Program	Psychiatric Nursing	QI/Training/On-Call Psychiatric Services
<b>Current Population: 1726</b>					
NH State Prison for Men (NHSP-M) 281 N. State Street Concord, NH 03301			X	X	X
Secure Psychiatric Unit/Residential Treatment Unit (SPU/RTU) 281 N. State Street Concord, NH 03301	X	X			X
Community Corrections TWC-Men (TWC) 281 N. State Street Concord, NH 03301			X		X
Community Corrections-Women (Shea Farm) 60 Iron Works Road Concord, NH 03301			X		X
<b>Current Population: 104</b>					
NH State Prison for Women (NHSP-W) 317 Mast Road Goffstown, NH 03045			X		X
<b>Current Population: 629</b>					
Northern NH Correctional Facility 138 East Milan Rd. Berlin, NH 03570			X		X
<b>Total Current Population: 2459</b>					

5.2. All sites: Administrative support positions for proposed staffing to address treatment service need to be identified in Vendor proposals.

5.3. Judicial System: Court Appointed Forensic Psychiatry/Psychological Evaluation Services<sup>1</sup>

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

5.4. Current NH Department of Corrections Mental Health Staff State/Contracted:

Current NH DOC Mental Health Staff State/Contracted:	Site	Position	Quantity by FTE
	<b>Concord – Total Census - 1632</b>	<b>Psychologists</b>	<b>2</b>
	<b>Transitional Work Ctr</b>	<b>Other Clinical Disciplines</b>	<b>6</b>
		<b>Psychiatry</b>	<b>2.5</b>
	<b>SPU/RTU – Total Census - 56</b>	<b>Psychologist</b>	<b>.25</b>
		<b>Other Clinical Disciplines</b>	<b>10</b>
		<b>Psychiatry</b>	<b>3.5</b>
	<b>Shea Farm – Total Census – 38</b>	<b>Psychiatry</b>	<b>.20</b>
		<b>Other Clinical Discipline</b>	<b>.20</b>
	<b>Goffstown – Total Census - 104</b>	<b>Psychiatry</b>	<b>.80</b>
		<b>Psychiatry</b>	<b>.80</b>
	<b>Berlin – Total Census - 629</b>	<b>Social Workers</b>	<b>2</b>
		<b>Psychiatry</b>	<b>1</b>
	<b>Clinical Oversight – All Sites</b>	<b>Psychiatric/Other Clinical</b>	<b>3</b>

6. Inpatient Forensic Psychiatric Services Located at SPU:

- 6.1. Inpatient services being sought for the Secure Psychiatric Unit (SPU) and the Residential Treatment Unit (RTU), to provide: secure inpatient psychiatry care and residential treatment services for a 70 bed unit, 30 beds allocated for SPU and 40 beds for offenders in a residential treatment unit residing in the secure psychiatric unit, active renovations occurring to meet 70 bed capacity. Monitoring and coordination of care for Not Guilty by Reason of Insanity civil committees per the functions of RSA 651:11 in collaboration with the Director of Medical & Forensic services on behalf of the Commissioner as they are granted privileging through the State Mental Health System.
- 6.2. Proposed on-going staffing needs include:
  - SPU:
    - a.) 1 – Staff Psychiatrist
    - b.) 1 – Psychiatric Nurse Practitioner
    - c.) .25- Psychologist
    - d.) 1 – NGRI Clinical Coordinator
  - RTU:
    - a.) 0.5 – Staff Psychiatrist
    - b.) 1 – Psychiatric Nurse Practitioner
- 6.3. Current NH Department of Corrections state mental health staff includes disciplines such as Social Workers’, Clinical Mental Health Counselors, Recreational Therapists and an Administrative Assistant.
- 6.4. Director of Psychiatry responsibilities include clinical oversight of the clinical work of all clinicians and psychiatry working at all the NH Department of Corrections sites, including clinicians who do not have the Vendor as their employer. To work collaborative with the non-Vender Administrator to bridge clinical practice with security and within the policies and procedures set forth by the NH Department of Corrections. To lead or participate in quality improvement initiatives as directed by the NH Department of Corrections 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, Legislative presentation and ongoing prescription of psychotropic medications.
- 6.5. In response to this section, indicate the treatment modalities that will be implemented to meet the needs of this population e.g. individual and group treatment recommendations, assessment tools, documentation expectations.

## 7. On-Call Psychiatric Services:

- 7.1. To provide on-call psychiatric coverage for all sites indicated in Exhibit A, section five (5), Monday through Friday from 4pm to 8am and twenty-four (24) hours a day on weekends and holidays to assess emergent needs of offenders as reported by NH Department of Corrections 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.

## 8. General Population Behavioral Health Program

### 8.1. For Male Offenders

- 8.1.1. To offer more efficient and effective evidence based behavioral health treatment to the general prison population at all three sites and to outpatients who remain the responsibility of the NH Department of Corrections. To enhance and provide diagnoses, psychiatric care, psychological evaluations, psychosocial assessments, and treatment planning and to provide individual and group therapies in synchronicity with non-Vendor clinical staff.
- 8.1.2. Proposed staff includes:
- a.) 2.5 – Staff Psychiatrist;
  - b.) 1 – Psychiatric Nurse Practitioners; and
  - c.) 1 – Master level therapist for individual and group therapy.

### 8.2. For Female Offenders:

- 8.2.1. We recognize the need for expanded mental health treatment services for our female offenders.
- 8.2.2. Expanded mental health treatment services for our female offenders. Provide evidence-based practices, psychiatric services, and integrated behavioral health services with services rendered in collaboration with Psychiatry, Physicians, and Physician Assistant/Advanced Practice Register Nurse with specific focus on treatment conditions that are increasingly prevalent in incarcerated women such as trauma, eating disorders and substance abuse disorders which require a multi-disciplinary approach.
- 8.2.3. Proposed staffing to include:
- a.) 1 – Staff Psychiatrist;
  - b.) .40 – PA/APRN; and
  - c.) 1 – Masters level therapist for individual and group therapy.

## 9. Court Appointed Forensic Psychiatry Evaluation Services:

- 9.1. To offer a more effective timeframe for the State's need for expert forensic psychiatric/psychological evaluations during the judiciary process to determine if they are competent to stand trial
- 9.2. Proposed staff include:
- a.) 1 – Chief Forensic Examiner;
  - b.) 2 – Staff Psychologists specializing in competency evaluations;

- c.) 1 – Administrative Support –liaison to the Courts, Attorney’s, & County Facilities.
- 9.3. Scope of services include the provision of forensic psychiatric/psychological evaluations that are requested by the New Hampshire Court System, to testify, as required, regarding content of the evaluations, and provide training in this activity as agreed upon by the Vendor and NH Department of Corrections.

#### **10. Behavioral Health Training Facilitation:**

- 10.1. NH Department of Corrections recognizes the importance of meeting the requirements of the Laaman Decree. In the 2001 Laaman Decree, paragraph 21 states “Training of correctional officers/security staff shall be increased to accommodate additional training in daily interaction with mentally ill inmates and additional suicide prevention training. Priority for such training shall be for correctional officers assigned to SHU.” In order to meet this function, NH Department of Corrections seeks a dedicated training position to facilitate trainings in units as well as coordinate annual training schedules for clinical staff to enhance their knowledge base in working in behavioral health in corrections.
- 10.2. Proposed Staffing
- a.) 1 – Certified and/or Licensed Educator/Clinician

#### **11. Psychiatric Nurses**

- 11.1. In order to meet the requirements of the Holliday Court Order, to facilitate the timely delivery of medications and continued monitoring of psychiatric inmates in the Secure Housing Unit (SHU), NHDOC must augment its existing nursing staff to create a decentralized medication administration system with nurses due to the physical plant layout at the NHSP-Men-Concord. These positions will have experience working with psychiatric clients; they will do direct nurse administration of medication and work collaboratively with the existing nursing staff with medication administered in SHU.
- 11.2. Proposed staffing includes:
- a.) 4.5 – Licensed Practical Nurses

#### **12. Psychiatric Medical Director:**

- 12.1. 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 NH Department of Corrections on policy matters pertaining to forensic psychiatry.
- 12.2. Proposed staff:
- a.) 1 – Director of Psychiatry

#### **13. Psychiatry Medication Formulary:**

The Vendor shall provide a behavioral health tiered medication formulary based on clinical effectiveness and cost containment and provide a utilization management process for non-formulary medications that shall not increase the NH Department of Corrections prescription costs.

#### **14. General Service Provisions:**

- 14.1. NH Department of Corrections Contact: The Director of Division of Medical Forensic Services or designee shall contact the Vendor when service is needed.
- 14.2. Vendor Tools and Equipment: The Vendor must furnish the required tools and equipment necessary to provide the requested services of the Contract. Any tools, containers and vehicles the Vendor needs to provide the required services must be inventoried before

- entering and leaving the facility and are subject to search by NH Department of Corrections security staff at any and all times while on NH Department of Corrections facility grounds.
- 14.3. Rules and Regulations: The Vendor agrees to comply with all rules and regulations of the NH Department of Corrections.
- 14.4. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the Contract. This provision will require Governor and Executive Council approval.
- 14.5. Vendor Employee Information: The Vendor will be responsible for providing the Name, Date of Birth (DOB), and Social Security number of all employees the Vendor plans to enter the NH Department of Corrections facilities. The NH Department of Corrections will do a criminal record check on all prospective workers who might be assigned to any NH Department of Corrections facility. Anyone who is found to have a criminal record shall not be allowed to enter these facilities. Names must be submitted to the NH Department of Corrections, Director of Division of Medical and Forensic Services, P.O. Box 1806, Concord, NH 03302, at least seven (7) days before the persons are to work on-site. This rule applies for any new Vendor employees that are assigned to work at any NH Department of Corrections facility. This policy applies for the duration of the Contract.
- 14.6. Change of Ownership: In the event that the Vendor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Vendor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Vendor or, its successors or, assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.
- 14.7. Vendor Designated Liaison: The Vendor shall designate a representative to act as a liaison between the Vendor and the NH Department of Corrections for the duration of the Contract. The Vendor shall notify the NH Department of Corrections of such named Liaison within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the 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.
- 14.7.1. 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.
- 14.7.2. 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.
- 14.7.3. Changes of the named Liaison by the Vendor must be made in writing and forwarded to: NH Department of Corrections, Director of Division of Medical & Forensic Services, P.O. Box 1806, Concord, NH 03302.
- 14.8. Vendor Liaison's Responsibilities: The Vendor shall designate a representative to act as a liaison between the Vendor and the NH Department of Corrections for the duration of the Contract. The representative shall be responsible for:
- 14.8.1. 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;
- 14.8.2. monitoring the Vendors compliance with the terms of the Contract;

- 14.8.3. receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract; and
- 14.8.4. meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 14.9. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections' Commissioner of Corrections, or designee, shall act as liaison between the Vendor and NH Department of Corrections for the duration of the Contract. NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Vendor with written notice of such change. NH Department of Corrections representative shall be responsible for:
  - 14.9.1. representing NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent NH Department of Corrections regarding all aspects of the Contract subject to the New Hampshire Governor and Executive Council approval, where needed;
  - 14.9.2. monitoring compliance with the terms of the Contract;
  - 14.9.3. 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;
  - 14.9.4. meeting with the Vendor's representative on a periodic or as-needed basis and resolving issues which arise; and
  - 14.9.5. informing the Vendor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 14.10. Reporting Requirements: 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 the NH Department of Corrections including but not limited to:
  - 14.10.1. monthly summary of the cost of services;
  - 14.10.2. breakdowns of billings, quarterly;
  - 14.10.3. information regarding psychological assessment;
  - 14.10.4. utilization of psychotropic medications prescribed;
  - 14.10.5. it is the intent of the NH Department of Corrections to work with any Contractor to provide any reporting required that meets our needs;
  - 14.10.6. the NH Department of Corrections welcomes suggestions from Vendors that would result in a more efficient administration of any contract resulting from this RFP; and
  - 14.10.7. any information requested would be specific to NH Department of Corrections inmates only.
- 14.11. Performance Evaluation: NH Department of Corrections shall, at its sole discretion:
  - 14.11.1. monitor and evaluate the Vendor's compliance with the terms of the Contract;
  - 14.11.2. meet with the Vendor at a minimum of twice a year to assess the performance of the Vendor relative to the Vendor's compliance with the Contract as set forth in the approved Contract document;
  - 14.11.3. request additional reports the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Vendor under the Contract.; and
  - 14.11.4. review reports submitted by the Vendor. NH Department of Corrections shall determine the acceptability of the reports. If they are not deemed acceptable, the NH Department of Corrections shall notify the Vendor and explain the deficiencies.

- 14.12 Performance Measures: Quality Improvement Measures (QIM) will be identified by NH Department of Corrections and the Vendor in order to monitor the contract and measure compliance with psychiatric best practices, Holliday Court Compliance as well as compliance to the Contracted standards in collaboration with the NH Department of Corrections QI Administrator.
- 14.12.1. 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 NH Department of Corrections.
- 14.12.2. Contracted Staffing Proposal
- a.) 1 – Quality Improvement Coordinator.
- 14.12.3. These measures will initially include areas such:
- a.) 90% fulfillment of positions obligated in contract at all times with the goal of 100% compliance at all times;
- b.) quarterly meetings to review contract, amend or add to QIM and other related issues;
- c.) Peer Reviews conducted by Vendor to ensure clinical practice is within best practice measures to include prescribing practices, documentation, and diagnostic skills;
- d.) quarterly utilization review of psychotropic medications prescribed to residents and inmates to ensure the appropriate use of said medications;
- e.) on-going monitoring of compliance indicators associated with Court compliance;
- f.) annual reporting of agreed upon Quality Indicators; and
- g.) specialty QI reviews.
- 14.12.4. Request Additional Reports and/or Reviews the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Vendor under the Contract and fulfilling the Laaman decree and other Court Ordered requirements.
- 14.12.5. 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 NH Department of Corrections or its agent of the Vendor's records. The audits may, at a minimum, include a review of the following:
- a.) claims and financial administration;
- b.) program operations;
- c.) financial reports;
- d.) staff qualifications; and
- e.) clinical protocols.
- 14.12.6. Give the Vendor prior notice of any on site-visit by NH Department of Corrections or its agent(s) to conduct an audit and further notify the Vendor of any records which NH Department of Corrections or its agent may wish to review.
- 14.12.7. Inform the Vendor of any dissatisfaction with the Vendor's performance and include requirements for corrective action.

- 14.12.8. Terminate the contract, if NH Department of Corrections determines that the Vendor is:
  - a.) not in compliance with the terms of the Contract;
  - b.) has lost or has been notified of intention to lose their accreditation and/or licensure;
  - c.) has lost or has been notified of intention to lose their federal certification and/or licensure; or,
  - d.) terminate the contract as otherwise permitted by law.
- 14.13. Declaration of Liaison:
  - 14.13.1. The Vendor shall, within (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the name, title, 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.
  - 14.13.2. 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.
  - 14.13.3. NH Department of Corrections, 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 NH Department of Corrections reserves the right to require use of a third party administrator during the life of the contract.
- 14.14. Other Terms and Conditions:
  - 14.14.1. In collaboration with NH Department of Corrections the vendor may be involved in research that will assist the Department in better understanding the populations under its custody in order to improve treatment and reduce the recidivism rate. All findings that result from research will be the joint intellectual copyright of the NH Department of Corrections and the vendor. All research will meet the conditions of both the Vendor's and NH Department of Corrections Institutional Review Board requirements. Upon commencement of this contract and thereafter every July 1<sup>st</sup>, the Vendor will provide a list of research opportunities to the NH Department of Corrections through their QI Coordinator.
  - 14.14.2. 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 NH Department of Corrections.
  - 14.14.3. 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 NH Department of Corrections.

**15. Other Contract Provisions:**

- 15.1. Modifications to the Contract: In the event of any dissatisfaction with the Vendor's performance, the NH Department of Corrections will inform the Vendor of any dissatisfaction and will include requirements for corrective action.

- 15.1.1. The Department of Corrections has the right to terminate the Contract, if the NH Department of Corrections determines that the Vendor is:
- not in compliance with the terms of the Contract, or; and
  - as otherwise permitted by law or as stipulated within this Contract.
- 15.2. Coordination of Efforts: The Vendor shall fully coordinate their activities in the performance of the Contract with those of the NH Department of Corrections. As the work of the Vendor progresses, advice and information on matters covered by the Contract shall be made available by the Vendor to NH Department of Corrections as requested by NH Department of Corrections throughout the effective period of the Contract.
- 15.3. Disabilities Act and the Governor's Commission of the Disabled: The Vendor must be equipped to provide handicap access to services as per the American's with Disabilities Act and the Governor's Commission of the Disabled.

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

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

**17. Embodiment of the Contract:**

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

**18. Cancellation of Contract:**

- 18.1. The Department of Corrections may cancel the Contract at any time for breach of contractual obligations by providing the Vendor with a written notice of such cancellation.
- 18.2. Should the NH Department of Corrections exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.
- 18.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Vendor a written notice of such termination at least sixty (60) days prior to the effective termination date.

- 18.4. The NH Department of Corrections reserves the right to cancel the Contract for the convenience of the State with no penalties by giving the Vendor sixty (60) days notice of said cancellation.

**19. Vendor Transition:**

NH Department of Corrections, 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.

**20. Audit Requirement:**

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

**21. Additional Items/Locations:**

Upon agreement of both parties, additional equipment and/or other facilities may be added to the Contract. In the same respect, equipment and/or facilities listed as part of the provision of services of the Contract may be deleted as well.

**22. Information:**

- 21.1. In performing its obligations under the Contract, the Vendor may gain access to information of the inmates/patients, including confidential information. The Vendor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Vendor's performance under the Contract.
- 21.2. The Vendor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the inmate/patient that becomes available to the Vendor in connection with its performance under the Contract.
- 21.3. In the event of unauthorized use or disclosure of the inmates/patients information, the Vendor shall immediately notify the NH Department of Corrections.
- 21.4. All material developed or acquired by the Vendor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Vendor shall be released to the public without the prior written consent of NH Department of Corrections.

**23. Special Notes:**

- 23.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 23.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract.
- 23.3. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Vendor.
- 23.4. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:

- 23.4.1. give the Contractor fourteen (14) days written notice of the proposed change; and
- 23.4.2. secure the Contractor's written agreement to the proposed changes.
- 23.5. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.
- 23.6. Any change in the Contract including the Vendor responsibilities and NH Department of Corrections responsibilities described herein, whether by modification, amendment and or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representatives of the Vendor and the NH Department of Corrections approved by the Governor and Executive Council.

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

**1. Signature Page**

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

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

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AUTHORIZED SIGNATURE

DATE

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NAME AND TITLE OF SIGNOR (Please Type)

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

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

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

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

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Promoting Public Safety through Integrity, Respect and Professionalism

2. Estimated Budget: Staff (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	Total
<b>Estimated Expenses Per Position</b>				
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.

2.1. Definitions:

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

Professional Development: Continuing Education expenses.

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

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

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

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

COLA: Cost Of Living Adjustments, indicate planned percentages.

Indirect Expenses: Preference will be given to Vendor's with the lowest indirect cost percentages – must indicate the percent. NH Department of Corrections is targeting a cap of 15%. Preference will be given to the Vendor with the lowest Indirect/Cost Percentage.

**BUDGET SHEETS**

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

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

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

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

3.1. NAME OF TREATMENT SECTION: \_\_\_\_\_

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: \$ \_\_\_\_\_

3.2.2. Estimated Total Cost Year 2: \$ \_\_\_\_\_

3.2.3. Estimated Total Cost Year 3: \$ \_\_\_\_\_

3.2.4. Contract Period Estimated Total Cost: \$ \_\_\_\_\_

**BUDGET SHEETS**

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

**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 261 weekdays (non-holiday) X \$\_\_\_\_\_/day = \$\_\_\_\_\_

Weekends/Holidays: 24 hrs/day for 105 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 \$\_\_\_\_\_

4.2. Year 2

Monday - Friday: 16 hrs/day for 260 weekdays (non-holiday) X \$\_\_\_\_\_/day = \$\_\_\_\_\_

Weekends/Holidays: 24 hrs/day for 105 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 \$\_\_\_\_\_

4.3. Year 3

Monday - Friday: 16 hrs/day for 261 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 \$\_\_\_\_\_

**5. Method of Payment:**

- 5.1. Services are to be invoiced monthly commencing thirty (30) days after the start of service. Due dates for monthly invoices will be the 15<sup>th</sup> of the month following the month in which services are provided.
- 5.2. Invoices shall be submitted no later than sixty (60) days post date of services rendered.
- 5.3. Invoices shall be sent to the NH Department of Corrections, c/o Director of Medical & Forensic Services, PO Box 1806, Concord, NH 03302-1806
- 5.4. Once approved, the original invoices shall be forwarded to the Accounts Payable unit of the Department's Bureau of Financial Services for processing and issuance of payment.
- 5.5. The NH Department of Corrections may make adjustments to the payment amount identified on a Vendors monthly invoice. The NH Department of Corrections shall suspend payment to an invoice if an invoice is not submitted in accordance with the instructions established by the NH Department of Corrections.
- 5.6. The NH Department of Corrections Bureau of Financial Services may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall contain the following information, but not limited to:
  - 5.6.1. invoice date & number;
  - 5.6.2. description of services rendered;
  - 5.6.3. dates of said service(s); and
  - 5.6.4. cost of services.
- 5.7. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618W.

**6. Appropriation of Funding**

- 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.
  - 6.1.1. In the event that funds are not fully appropriated for the Contract, the Vendor shall not prohibit or otherwise limit NH Department of Corrections the right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of State government affairs.
  - 6.1.2. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the Contract.

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**Section D: Special Provisions, Exhibit C**

**1. Special Provisions:**

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

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