

NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

REQUEST FOR PROPOSAL



NHDOC 12-07-GFMED

Health Services Professional Services

ISSUE DATE: February 17, 2012

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. BOX 1806
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William L. Wrenn
Commissioner

Bob Mullen
Director

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

February 17, 2012

RFP Title: Health Services Professional Services

RFP Number: NHD0C 12-07-GFMED

RFP Due Date: April 6, 2012, no later than 2:00PM, EST

RFP Service Region: Northern NH Correctional Facility: Northern 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) Concord, NH, NH State Prison for Women (NHSP-W), Goffstown, NH and Community Corrections, Concord & Manchester, 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," "Respondent," "Contractor" or "Bidder."

SECTION A: Terms, Conditions and Procedures for Submitting Proposals

1. Brief Description:

Attached is a Request for Proposals and Contract format to provide primary Medical, Dental, Medical Record and Nursing services (herein referred to as Health Services Professional Services for the New Hampshire Department of Corrections (herein known as the "NHD0C," "State," "Corrections," or "Department") inpatient and outpatient services for inmates/patients 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 expected to be effective for the period beginning 7/1/2012 or upon approval of the Governor and Executive Council (G&C) whichever is later through 6/30/2016 with an option to renew for (1) one additional period of up to two (2) years only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

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2. Performance Period:

The Contract(s) awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning 7/1/2012 or upon approval of the Governor and Executive Council (G&C) whichever is later through 6/30/2016 with an option to renew for (1) one additional period of up to two (2) years only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

3. Statement of Purpose:

The purpose of this request for proposal is for the provision of health service professionals for patient centered healthcare services consistent with generally recognized community standards for the NH Department of Corrections inmate/patient population that provides for continuity and consistency of care in all facilities of the NH Hampshire Department of Corrections.

4. Vendor Conference:

The NH Department of Corrections will hold a **non-mandatory** Vendor's Conference with all prospective Vendors for the purpose of answering any technical questions related to the services requested and/or to the requirements of the RFP. This Vendor's Conference will be held on **March 16, 2012 at 10:00AM EST, at the NH Department of Corrections, 4th Floor Conference Room, 105 Pleasant Street, Concord, NH 03301.**

4.1. The purpose of the Vendor's Conference is to:

- 4.1.1. Request clarification of any section of the RFP;
- 4.1.2. Request changes to the RFP of requirements considered so restrictive as to prohibit or discourage responses;
- 4.1.3. Offer suggestions or changes to the RFP which could improve the RFP competition or lower the offered price; and
- 4.1.4. Review any applicable documentation.

4.2. Non-attendance to the Vendor's Conference **does not** prohibit Bidders from submitting a proposal as this is a non-mandatory or optional Vendor's Conference.

4.3. RSVP to attend the Vendor Conference:

- 4.3.1. Vendors are requested to RSVP the **Operations Administrator, in writing**, via US Mail, fax or e-mail, see last page of RFP for contact information, by **3/14/2012**, received no later than 10:00AM, indicating the number of individuals (maximum of two) who will attend the Vendor's Conference; and
- 4.3.2. The document to use to RSVP your attendance is the last page of this RFP.

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 **February 24, 2012**.
- 6.2. Inquires received shall be addressed only if they are deemed by the NH Department of Corrections to be critical to the bid process. No inquiries shall be accepted after 2:00PM on **February 24, 2012**.
- 6.3. All inquiries concerning this Request for Proposal shall be made in writing, either by US Mail, fax or e-mail, citing the RFP Title, RFP Number, Page, Section, and Paragraph submitted to:

**Request for Proposals (RFP)
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NH Department of Corrections
Attn: Director of the Division of Medical &
Forensic Services
P.O. Box 1806
Concord, NH 03302-1806
Tel: (603) 271-3707
Fax: (603) 271-5539
hhanks@nhdoc.state.nh.us

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), Proposal Inquires, will be posted on the NH Department of Corrections website: <http://www.nh.gov/nhdoc/business/rfp.html> on or prior to **March 9, 2012**.

8. Last Date for Letter of Intent:

Letter of Intent to RSVP to attend the Vendor's Conference is located on the last page of this RSP.

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 shall not be 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 **two (2) originals** 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) Thumb drive** of the proposal.
- 10.1.3. Proposals that are not complete (omission of requested proposal documents) or unsigned shall be considered "technically non-compliant."
- 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-compliant."
- 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 **April 6, 2012** to be considered.

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- 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 20 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 agency's experience and capacity to provide the required services as described in Exhibit A, Scope of Services, and meet any or 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; d) demonstrate the agencies experience and correctional experience; e) reporting requirements as stated in the RFP; f) training of individuals who will be working with your agency to accomplish the tasks as indicated in the RFP and ad adequacy of plans for the administration of the program to include an organizational chart.
 - Describe the agency's arrangements for coordination of services and exchange of information with other health care providers, Vendors and State 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 (12) months or which are planned for in the upcoming twelve (12) months (for example: changes in staffing, or reorganization of the agency structure).
- 10.2.3. **Program Structure/Plan of Operation Narrative** (cumulative response for all treatment services not to exceed 30 pages): This narrative shall describe concisely, completely and exactly how the agency will provide the services operationally and how the program is set up to achieve the stated objectives and performance measures as indentified in the RFP.
- Describe how the treatment will be delivered within a thirty (30) day transition period prior to the start of services or upon award of the contract.
 - Describe a plan of immediate availability, recruitment and retention to include an Organizational Chart and Staff List describing the individuals who will provide the services, to include their qualifications, professional certificates, licenses, current resume and/or job description.
 - Describe how the agency will carry out the treatment, participation in Utilization Management, Continuous Quality Programs as described in the Scope of Services, Exhibit A.
 - 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.
 - Describe the agency's evidence of organizational resources and capability to meet the performance measures and scope of services as requested in the RFP.

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- Describe the agency’s proposed staffing pattern(s) and how it will meet the requirements of the Scope of Services as identified in the RFP and the needs of the NH Department of Corrections.

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

- Narrative – Describe each personnel position and their duties as they relate to meeting the requested scope of services 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.
- Vendor proposed Healthcare Service Schedule (staffing pattern) by Discipline, Duty & Quantity per service type (Vendor provided);
- Treatment Service Sections Budget Totals (Budget Sheets): per service type and year (provided, Exhibit B);
- Estimated Staff Budget: per service type and year (provided, Exhibit B);
 - a. Include Proposal for Treatment Section: per service type (provided, Exhibit B);
- Medical On-Call Schedule and Estimated Budget (Budget Sheets): (provided, Exhibit B); and
- Vendor Provided Detailed Worksheets (Vendor 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

10.2.5. **References** – Qualitative 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 information. The Vendor shall provide the following information for each reference:

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

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

10.4. **Format Requirements:**

- 10.4.1. Font Style12 Point, Times New Roman
- 10.4.2. Line SpacingOne and a half
- 10.4.3. Text JustificationFlush left

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- 10.4.4. MarginsOne inch all around
- 10.4.5. Headers & FootersEach page shall have the organization’s 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. TabsDo not include section tabs
- 10.4.7. BindingDo not bind, staple or 3-hole punch.
- 10.5. Labeling and Addressing Proposal: Please clearly mark the outside of your envelope ***RFP 12-07-GFMED: Health Services Professional Services***. Proposals shall be received (not simply post-marked) by the NH Department of Corrections, Contract Administrator, P.O. Box 1806, Concord, NH 03302-1806 or hand delivered to Room 324, on the third (3rd) floor of the Main Building of the Governor Hugh J. Gallen State Office Park South Complex, 105 Pleasant Street, Concord, NH, 03301 no later than **April 6, 2012 at 2:00PM EST**, to be considered.

11. Submission Criteria:

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

- 11.1. Partial service proposals will be accepted. All proposals shall be submitted for the full treatment service section and scope of services being requested within the RFP.
- 11.2. Failure to meet this requirement in section 11.11 shall cause the proposal to be considered “technically non-responsive” and the Bidder will be notified by the Department.
- 11.3. A Bidder who has failed to sign a proposal may file a signed version of the RFP response within three (3) business days of the day the notice is issued.
- 11.4. The NH Department of Corrections shall not consider a proposal which remains unsigned on the fourth (4) business day after issuing notification of the unsigned proposal.

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:

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. Conform to instructions and format contained within the RFP;
- 13.2. Is properly executed and complete; and
- 13.3. 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/nhdcc/business/rfp.html>.

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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:

Proposals may be rejected at any time at the discretion of the Director of Administration if the Vendor:

- 17.1. Has any interest that shall, in the sole discretion of NH Department of Corrections, conflict with performance of services for the State;
- 17.2. Fails to demonstrate to the satisfaction of NH Department of Corrections that it is in sound financial condition;
- 17.3. 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;
- 17.4. 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;
- 17.5. Fails to reach agreement with NH Department of Corrections on any and all Contract terms; and
- 17.6. Fails to provide proof of licenses, permits and/or certifications for the life of the Contract and any renewals thereof.

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

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. Seek clarification;
- 18.2. Allow the Vendor to make corrections; or
- 18.3. 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.
- 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.
- 19.4. Whereas the Department may modify the RFP and as a result of a modification the Department believes that Vendors will not have enough time to effect changes necessary to their proposal(s) prior to the Proposal Due date listed in Table 35.1., the Department may postpone the Proposal Due Date for a period of up to thirty (30) days in the best interest of the State and/or to allow for fairness in the competitive bidding process. Notice of this postponement shall be posted on the NH Department of Corrections website with the RFP prior to the Proposal Due Date listed in this RFP.

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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. All companies, producers, agents or underwriters submitting Proposals are construed to have agreed to all conditions set forth in the RFP.
- 20.4. Verbal agreements or instructions from any source shall not be 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 of the State of New Hampshire.

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. Subcontractors:

If your organization plans to utilize subcontractors for any portion of the services identified in this RFP, please include the subcontractor information, to include the types of services or functions in which you would plan to subcontract, and a brief company profile. Said subcontractors shall meet all requirements described in this RFP. Subcontracting of services shall require prior approval by the NH Department of Corrections.

28. Change of Ownership:

In the event that the Vendor should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with the Vendor, its successors or assigns for the full remaining term of the Contract, continuing under the contract with the Vendor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the contract without liability to the Vendor, its successors or assign.

29. Evaluation of Proposals and Award of Contract:

- 29.1. 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.
- 29.2. Evaluation of proposals shall be based on evaluation criteria established by the NH Department of Corrections.
- 29.3. The NH Department of Corrections expects to contract with one Vendor to provide the needed services, however, the Department may negotiate and award contracts for each individual treatment service of a proposal, if other activities can be funded more efficiently through multiple providers.
- 29.4. 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.
- 29.5. If competing proposals are close in scoring, greater weight may be give to cost and/or lowest indirect costs allocation.
- 29.4. Upon review by the NH Department of Corrections and approval by the Governor and Executive Council, the signed Contract shall become valid.

30. 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.

31. Licenses, Permits and/or Certifications:

Vendor shall ensure and maintain all the necessary licenses, permits and/or certifications required by Federal, State, County and Municipal laws, ordinances, rules and regulations at the inception of the Contract and for the life of the Contract and any renewals thereof. The Vendor shall notify the NH Department of Corrections immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain required licenses, permits and/or certifications may result in immediate termination of Contract.

32. 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.

- 32.1. 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.
- 32.2. 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

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more acceptable to the State. The NH Department of Corrections reserves the right to exercise this option.

33. Proposal Review and Evaluation Criteria:

- 33.1. 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. The NH Department of Corrections shall not review proposals that reduce our current functions.
- 33.2. The NH Department of Corrections utilizes a consensus scoring methodology to evaluate submitted proposals. Each response will be evaluated through a forum of open discussion/debate by the Evaluation Team and scored comparing the Vendor's proposal to the evaluation criteria and specifications defined in the RFP. Only the consensus score sheet will be used to designate the point value assigned to each proposal.
- 33.3. If an item or area of a Vendor's proposal is deemed ambiguous, the Evaluation Team may warrant the item or area as "Technically Non-Compliant." At the discretion of the NH Department of Corrections, the Department may seek clarification and suspend the evaluation until a response from the Vendor is received.
- 33.4. The scoring of proposals establishes a reference point from which to make negotiation decisions. It in no way implies that a Contract will be awarded. NH Department of Corrections reserves the right to award more than one Contract resulting from evaluation of proposals submitted in response to this RFP, as well as the right to reject all proposals. NH Department of Correction reserves the right to enter into concurrent negotiations with more than one respondent. If the NH Department of Corrections enters into concurrent negotiations with more than one respondent, the Contract award may be determined as a result of those negotiations.
- 33.5. The NH Department of Corrections will award a Contract based on the following:
 - 33.5.1. Total Estimated Cost;
 - 33.5.2. Indirect Cost;
 - 33.5.3. Ability to Provide Services to include Immediate Availability;
 - 33.5.4. Credential, Licensure and Correctional Experience;
 - 33.5.5. Recruitment and Retention;
 - 33.5.6. Meeting Performance Measures and Scope of Services
 - 33.5.7. Financial Stability, Organizational Resources and Capability; and
 - 33.5.8. References.
- 33.6. The NH Department of Corrections reserves the right to accept or reject any proposal and to waive any minor irregularities in any proposal.
- 33.7. Points assigned per category in Section 34.1., Table of Scoring Criteria, are listed in no particular weighted order.

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

34. Scoring of Evaluation Criteria:

34.1. Table of Scoring Criteria:

Category	Total Points Per Category
34.1.1. Total Estimated Cost: (50 Points)	50
34.1.1.1. Compensation: (40 points) 34.1.1.2. Indirect Cost: (10 points)	
34.1.2. Ability to Provide Services: (30 Points)	30
34.1.2.1. Immediate availability: (5 points) 34.1.2.2. Credentials, Licensure and Experience: (5 points) 34.1.2.3. Recruitment and Retention: (5 points) 34.1.2.4. Meeting Performance Measures and Scope of Services: (15 points)	
34.1.3. Financial Stability, Organizational Resources and Capability: (10 Points)	10
34.1.3.1. Financial Stability: (5 points) 34.1.3.2. Evidence of Organizational Resources and Capability: (5 points)	
34.1.4. References: (10 Points)	10
Total of all Categories	100

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 7 out of 10 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.

35. Schedule of Events (Timetable):

35.1. Table of Events and Important Dates:

1	RFP Issued	February 17, 2012
2	Written Inquiries Due	February 24, 2012
3	NHDOC Posts Answers to Inquiries	March 9, 2012
4	RSVP: Attend Vendor Conference	March 14, 2012
5	Vendor's Conference	March 16, 2012
6	Proposals Due	April 6, 2012
7	Presentations of Selected Vendors	TBA, if required
8	Best & Final Offer	TBA, if required
9	Contract Finalization	April, 2012
10	Anticipated Approval by the Governor and Executive Council	May, 2012
11	Expected Services Start Date	July 1, 2012 or upon G&C approval, whichever is later

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 except for the reasons as stated in section – 19.4., Terms and Conditions of this RFP. Notice of any such changes will be posted on the NH Department of Corrections website and will be entitled *Table of Events and Important Dates*.

Promoting Public Safety through Integrity, Respect and Professionalism

36. Procedures for Proposal Selection and Notification:

- 36.1. A letter of selection will be sent to the Vendors who submitted proposals that are selected. The Scope of Services and Budget for a 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.
- 36.2. 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.

37. Special Notes:

- 37.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 37.2. 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.
- 37.3. The solicitation of the Request for Proposal shall not commit the NH Department of Corrections to award a Contract.
- 37.4. The State and/or NH Department of Corrections shall not be responsible for expenses incurred by the Vendor to maintain current medical licensures, and/or Federal requirements.
- 37.5. Financial responsibility for preparation of proposals is the sole responsibility of the Vendor.
- 37.6. 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.
- 37.7. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Contractor.
- 37.8. 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:
 - 37.8.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
 - 37.8.2. Secure the contractor's written agreement to the proposed changes.
- 37.9. 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.

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PROPOSAL FOR: The NH Department of Corrections expects to contract with one Vendor to provide the needed services, however, the Department 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. **Partial proposals for services of any regional area shall not be accepted.**

RFP NUMBER: NHD0C 12-07-GFMED

LOCATION OF INMATES AND PATIENTS FOR SERVICES TO BE RENDERED:

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) _____

Promoting Public Safety through Integrity, Respect and Professionalism

PROPOSAL FOR: The NH Department of Corrections expects to contract with one Vendor to provide the needed services, however, the Department 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.

RFP NUMBER: NHD0C 12-07-GFMED

SUBMIT SEPARATE BUDGETS FOR EACH TREATMENT SERVICE SECTION.

TREATMENT SERVICES:

CHECK TREATMENT SECTION BELOW

1. PRIMARY CARE MEDICAL SERVICES:

Inpatient Services:

- Residential Treatment Unit (RTU): Concord
- Secured Psychiatric Unit (SPU): Concord
- NH State Prison – Men (NHSP-M): Concord
- Northern NH Correctional Facility (NCF): Berlin

General Outpatient:

- NH State Prison - Men (NHSP-M): Concord
- Minimum Security Unit (MSU): Concord
- Calumet House: Manchester
- North End House: Concord
- Northern Correctional Facility (NCF): Berlin
- NH State Prison - Women (NHSP-W): Goffstown
- Shea Farm: Concord

2. DENTAL SERVICES

Inpatient Services:

- Residential Treatment Unit (RTU): Concord
- Secured Psychiatric Unit (SPU): Concord
- NH State Prison – Men (NHSP-M): Concord
- Northern NH Correctional Facility (NCF): Berlin

General Outpatient:

- NH State Prison - Men (NHSP-M): Concord
- Minimum Security Unit (MSU): Concord
- Calumet House: Manchester
- North End House: Concord
- Northern Correctional Facility (NCF): Berlin
- NH State Prison - Women (NHSP-W): Goffstown
- Shea Farm: Concord

SUBMIT SEPARATE BUDGETS FOR EACH TREATMENT SERVICE SECTION.

TREATMENT SERVICES:

CHECK TREATMENT SECTION BELOW

3. MEDICAL RECORD SERVICES:

Inpatient Services:

- Secured Psychiatric Unit (SPU): Concord
- NH State Prison – Men (NHSP-M): Concord
- Northern NH Correctional Facility (NCF): Berlin

General Outpatient:

- NH State Prison - Men (NHSP-M): Concord
- Residential Treatment Unit (RTU): Concord
- Transitional Work Center (TWC): Concord
- Calumet House: Manchester
- North End House: Concord
- Northern Correctional Facility (NCF): Berlin
- NH State Prison - Women (NHSP-W): Goffstown
- Shea Farm: Concord

4. NURSING SERVICES

Inpatient Services:

- Secured Psychiatric Unit (SPU): Concord
- NH State Prison – Men (NHSP-M): Concord
- Northern NH Correctional Facility (NCF): Berlin

General Outpatient:

- NH State Prison - Men (NHSP-M): Concord
- Residential Treatment Unit (RTU): Concord
- Transitional Work Center (TWC): Concord
- Calumet House: Manchester
- North End House: Concord
- Northern Correctional Facility (NCF): Berlin
- NH State Prison - Women (NHSP-W): Goffstown
- Shea Farm: Concord

Note: Under all sections of outpatient services where facilities/locations indicated include: Calumet House, Manchester, NH and North End House and Transitional Work Center (TWC), Concord, NH these clients are seen within the NH State Prison –Men (NHSP-M), Concord, NH.

Proposal Check Sheet

FORMAT FOR SUBMISSION: Vendors shall submit two (2) 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) Thumb drive. 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 shall 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 pages for this document);
- Budget Proposal Cover Sheets (please use the previous pages 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 – Signature Page;
- Exhibit B:
 1. Budget Narrative;
 2. Vendor proposed Healthcare Services Schedules (Staffing Pattern);
 3. Treatment Service Sections Budget Totals
 4. Estimated Staff Budgets
 5. Medical On-Call Schedule and Estimated Budget; and
 6. Vendor Provided Detailed Worksheets.
 7. 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](#))

Promoting Public Safety through Integrity, Respect and Professionalism

Proposal Check Sheet

- 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 entity and/or professional licensures and certifications 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, 3rd 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.

Promoting Public Safety through Integrity, Respect and Professionalism

Proposal Check Sheet

- 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, 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 \$2,000,000.00 general aggregate;
 - Shall provide proof and identify limits and expiration dates of Excess Umbrella Liability coverage (if applicable), Workers' Compensation and Employers' Liability, Professional Liability, Malpractice Liability and Business Owners Policy (if applicable);

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SECTION B: Scope of Services, Exhibit A

1. Mission:

The mission of the Department's Health Care Program is to prevent illness, promote health and provide care to the sentenced (inmate) and patient (forensic) population through a competent, efficient and effective system that improves the health of inmates/patients and assists in the transitional planning and the classification and management of these individuals consistent with the interests of public safety.

2. Purpose:

The purpose of this request for proposal is for the provision of health service professionals for patient centered healthcare services consistent with generally recognized community standards for the NH Department of Corrections inmate/patient population that provides for continuity and consistency of care in all facilities of the NH Hampshire Department of Corrections. This Request for Proposal seeks services in the following areas:

- Medical Care Services;
- Dental Services;
- Medical Record Services; and
- Nursing Services.

3. Background:

The New Hampshire Department of Corrections is responsible for the State's correctional system of incarceration, Community Corrections and the Secure Psychiatric (Forensic) Unit. Services shall be provided upon request of the Director of Medical & Forensic Services (Division Director) or designee who must be a state employee. The State retains professional and administrative responsibility for services rendered as required by applicable statutes and regulations in tandem with the Contractor. The Contractor will identify a Chief Administrator as part of their response who shall be accountable to the Director of Medical & Forensic Services.

All sentenced inmates in the State of New Hampshire serving twelve (12) months or more are sentenced to the NH Department of Corrections. The Department operates three (3) prison facilities, three (3) transitional housing units and a forensic unit (40 bed prison Residential Treatment Unit and 66 bed inpatient Secure Psychiatric Unit).

The Department administers and delivers (through contracts with outside providers) a health care system that provides access to necessary medical, dental, medical record and nursing services to both sentenced inmates and forensic patients. Primary and specialty health services as well as inpatient services, and dental services are provided with generally accepted standards of care in the most cost effective and efficient manner possible. Services include routine, specialty, inpatient and emergency care delivered pursuant to Departmental directives, provider contracts and other standards of care as specified. Medical Record Services are provided at all three (3) primary prison sites and the Secure Psychiatric Unit/Residential Treatment Unit. Services are provided according to standards specified by state and federal health information rules and regulations and NH Department of Corrections policies, procedures and directives (PPDs).

Health Care providers: physicians, Advanced Practical Registered Nurse (APRNs), Physician Assistants (PAs), dentists, nurses and other health care practitioners and medical record staff are located on site, in numbers and type, consistent with the needs of the inmate/patient population. Health and dental care screening is performed upon admission at intake facilities to identify any urgent and emergent conditions requiring immediate attention.

**Scope of Services
Exhibit A**

Inmate health needs are also assessed on routine and emergency basis to determine the appropriate level of care to be provided. The on-site care providers evaluate, treat and medically/clinically manage the population as necessary and appropriate. Routine care provided also includes medical and dental sick call, chronic care clinics and a controlled distribution system for prescribed medications. When it is determined specialty care is necessary, referrals are made to on site or off site specialists as required. Specialty care and inpatient services, whether at an on site infirmary or through an outside provider hospitalization, are provided according to medical need when determined necessary through a utilization review process.

4. Terms of Contract:

The Contract(s) awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning 7/1/2012 or upon approval of the Governor and Executive Council (G&C) whichever is later through 6/30/2016 with an option to renew for (1) one additional period of up to two (2) years only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

5. Location of Facilities:

5.1. Location of Facilities: The Northern Region shall consist of the Northern Correctional Facility (NCF), Berlin NH and the Southern Region shall consist of the NH State Prison for Men (NHSP-M), the Secure Psychiatric Unit (SPU), Residential Treatment Unit (RTU) Concord, NH and the NH State Prison for Women (NHSP-W), Goffstown, NH and Community Corrections, Concord & Manchester, NH is marked with an "X" below:

Northern Region - Northern NH Correctional Facility Location		
<input checked="" type="checkbox"/>	Northern Correctional Facility (NCF)	138 East Milan Road Berlin, NH 03570
Southern Region - Southern NH Correctional Facility Location		
<input checked="" type="checkbox"/>	NH State Prison for Men (NHSP-M)	281 North State Street Concord, NH 03301
<input checked="" type="checkbox"/>	Secure Psychiatric Unit (SPU)	281 North State Street Concord, NH 03301
<input checked="" type="checkbox"/>	Residential Treatment Unit (RTU)	281 North State Street Concord, NH 03301
<input checked="" type="checkbox"/>	NH State Prison for Women (NHSP-W)	317 Mast Road, Goffstown, NH 03045
<input checked="" type="checkbox"/>	Community Corrections - Men (North End House)	281 North State Street Concord, NH 03301
<input checked="" type="checkbox"/>	Community Corrections - Men (Calumet House)	126 Lowell Street Manchester, NH 03104
<input checked="" type="checkbox"/>	Community Corrections - Women (Shea Farm)	60 Iron Works Road Concord, NH 03301

- 5.2. The requested services shall be provided by the Contractor to inmates/patients of alternative locations in the event that the State relocates its facilities within the State of New Hampshire.
- 5.3. 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. The Contractor shall be obligated to continue to provide services of the NH Department of Corrections even in the event that their geographic location changes.
- 5.4. Partial proposals for treatment services of any facility and/or regional area shall not be accepted.

6. Current Inmate/Patient Population as of 12/31/11:

<u>NH Department of Corrections Average Population by Facility</u>		
<u>Facility</u>	<u>Location</u>	<u>Population</u>
Northern Correctional Facility (NCF)	Berlin, NH	626
NH State Prison-Men (NHSP-M)	Concord, NH	1322
Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU)	Concord, NH	55
Community Corrections	Concord & Manchester, NH	315
NH State Prison-Women (NHSP-W)	Goffstown, NH	105
Current Inmate/Patient Population:		2423

7. Treatment Services by Gender and Location:

7.1. Female Offenders:

Treatment Services	Infirmary	Outpatient	Dental	Medical and Dental Intake
NH State Prison – Women 317 Mast Road Goffstown, NH 03045		X	X	X
Community Corrections – Shea Farm 60 Iron Works Road Concord, NH 03301		X		

7.2. Male Offenders (X), Male and Female Offenders (X*):

Treatment Services	Infirmary	Outpatient	Dental	Medical and Dental Intake
NH State Prison – Men 281 North State Street Concord, NH 03301	X*	X	X*	X
Secure Psychiatric Unit/Residential Treatment Unit 281 North State Street Concord, NH 03301	X*	X*	X*	

7.3. Male Offenders:

Treatment Services	Infirmary	Outpatient	Dental	Medical and Dental Intake
Northern NH Correctional Facility 138 East Milan Road Berlin, NH 03570	X	X	X	X

Promoting Public Safety through Integrity, Respect and Professionalism

7.4. Male Offenders – Community Corrections:

Treatment Services	Infirmary	Outpatient	Dental	Medical and Dental Intake
Calumet Transitional Housing 126 Lowell Street Manchester, NH 03104	X	X	X	
North End Transitional Housing 281 North State Street Concord, NH 03301	X	X	X	
Transitional Work Center 281 North State Street Concord, NH 03301	X	X	X	

8. Provision of General Health Services Professional Services:

- 8.1. The Contractor shall provide the Medical/Dental Care Services component of the Health Services Program, including, but not limited to furnishing all primary physician medical care, dental care, nursing care required for the inmate/patient population and all medical record services required to support the NH Department of Corrections healthcare delivery system.
- 8.2. The Contractor shall enter information into the Department supplied health/dental record according to the Department’s policy and procedure directives.
- 8.3. The Contractor shall adhere to Department’s confidentiality policy and procedure directives.
- 8.4. The Contractor shall use Department forms unless a form for a particular purpose does not exist. Where a form does not exist, the Contractor may develop such a form but must submit it to the Department’s Division of Medical & Forensic Services for its approval prior to use.
- 8.5. The Contractor shall provide appropriate representatives to serve on and attend all committee meetings as required by the Department’s Division of Medical & Forensic Services.
- 8.6. The Contractor shall adhere to and maintain compliance with the following: consent decrees, Court orders, court order mediation, state laws and regulations, state administrative rules, Departmental policy and procedure directives and accreditation standards as applicable.
- 8.7. The Contractor must ensure that qualified licensed, certified and/or qualified health professionals shall provide the services required, as set forth in any federal or state laws, statutes, or regulations as presently enacted, or, which may hereafter be enacted and which are applicable to the Department’s facilities and Health Care Programs. The Contractor shall not hire any of the following individuals for placement in a NH Department of Corrections facility:
 - Ex-felons;
 - Relatives of currently incarcerated felons, without prior approval of the State;
 - Proposed staff with restrictions on out of state and/or State of NH licenses and or certifications;
 - Proposed staff whose licenses and/or certification have been revoked and reinstated from other States and/or the State of NH;
 - Proposed staff on the National Offender Database;
 - History of drug diversion;
 - No former State of NH employee who was dismissed for cause; and
 - No proposed staff previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections.
- 8.8. The Contractor and its staff must possess the credentials, licenses and/or certificates required by law and regulations to provide the services required. All Contractor staff shall be

- proficient in the English language; shall be able to speak fluently, understand oral and written communications and shall write effectively.
- 8.9. The Department's Division of Medical & Forensic Services and Contractor shall mutually determine whether a person is properly qualified. The Contractor shall provide copies of licenses, certifications and all materials requested by the Department including a signed application for employment as outlined herein *prior* to each assigned personnel providing services at NH Department of Corrections facilities. The documents shall be received by the Director of Medical and Forensic Services or designee and be kept on file throughout the term of the Contract. The Contractor or subcontractor shall establish policies and procedures to verify all personnel employed have and shall maintain current licenses, registrations, continuing education, experience or certifications as required by Federal and NH State law and Department policies and procedures and that no restrictions exist on said licensures and certifications for the life of the Contract. The Department reserves the right to refuse placement of any Contractor proposed staff with or without cause.
- 8.10. The Contractor shall maintain current policies and procedures that define the credentialing process in detail and make available for review to the Department's Division of Medical & Forensic Services credentialing information that includes: signed application, verification of education, training and work history, professional references, malpractice claims history, results of National Practitioner Data Bank Query, current license to practice, board or specialty certification, evidence of review of health status, DEA certificates, lack of present illicit drug use, CPR certification and maintenance of credential folders for all health care providers and staff employed by the Contractor and/or subcontractor that contain the items required for a Contractor's employees.
- 8.11. The Contractor shall provide to the Department's Division of Medical & Forensic Services all credentialing information required in 8.8, 8.9 & 8.10, above, prior to the performance of any services under contract and within one (1) month of the renewal date of the credential and; prior to employment or at any other time, the Contractor shall, upon the Department's Division of Medical and Forensic Service's request, have each of its employees and those of a subcontractor who provide services under this contract supply the Department's Division of Medical & Forensic Services with the employee's Social Security Number, date of birth, fingerprints and any other data with the Department may require to conduct a criminal history check. The criminal history check shall be conducted prior to an employee's assignment to a NH Department of Corrections facility/location.
- 8.12. The Contractor shall ensure all proposed Contractor staff have a health exam and or screening to ensure they are free of infectious or communicable diseases. The Contractor shall certify in writing that all health screens and exams have been accomplished.
- 8.13. The Department may, at its sole discretion, remove from or refuse admittance to any Department facility/location any person providing services under this Contract without incurring penalty or cost for exercising this right. The Contractor shall be responsible for assuring that the services that the person who was removed or denied access are delivered.
- 8.14. The NH Department of Corrections shall determine the shifts to be worked and shall not have any obligation to the Contractor for any minimum number of shifts requested.
- 8.15. In performing the services specified by the Department, the Contractor employees shall remain employees of the Contractor. The Contractor shall pay all wages, benefits and applicable taxes on behalf of the Medical, Nursing, Dental and Medical Record professionals. The Contractor shall pay all Federal and State taxes to include Federal Social Security and State Unemployment Compensation taxes.
- 8.16. The Department's medical/administrative staff shall not be required and/or requested by the Contractor to enter into legal Contracts, Agreements and/or Obligations on behalf of the Department of Corrections.

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- 8.17. The Contractor, not the State, shall be responsible for expenses incurred by the Contractor's professional staff for and maintaining current Federal and State licensures, certifications and continuing education.
- 8.18. The Contractor shall provide to its Staff pre-service and annual in-service training on subjects related to Healthcare Services, as well as orientation to Department's policies and procedures including, but not limited to suicide prevention, prescribing practices, infection control, etc. Under this provision the term, "Staff", refers to the Contractor's employees, the Contractor's sub-Contractors, employees of a sub-Contractor and the Department's Division of Medical & Forensic Services prescribing provider staff. At the initiation of the Contract and within the first thirty (30) days of a new staff member's Contracted service, the Contractor shall provide to the Department's Division of Medical & Forensic Services and to each Staff member to be trained a schedule and program for in-service training. Training shall include the applicable practice requirements of any regulatory body. The Contractor shall provide on-going training to all Contractor and/or sub-Contractor employee staff for any new or current policies, procedures, directives, protocols, manuals, et cetera within thirty (30) days, after the request of the Director of Medical & Forensic Services or designee, for the life of the Contract and any renewals thereof. For any new or current policies, procedures, directives, protocols, manuals, et cetera that affects the security of NH Department of Corrections, the Contractor and/or sub-Contractor employee staff and/or inmate/patient population, the Contractor shall work collaboratively with the Director of Security & Training. The Contractor shall provide annual training as appropriate to all staff. The Contractor is responsible for creating and maintaining on-site documentation of all training listed in this section.
- 8.19. The Department may provide the Contractor, as necessary, with such telephone services, utilities service and office space as the Department provides its direct care employees. The Contractor shall not renovate any Department structure without the written permission of the Department.
- 8.20. The Division Director for Medical/Forensic Services may order the Contractor to take specific actions the Department deems medically or administratively appropriate.
- 8.21. The Contractor shall implement the Thirty (30)-Day Transitional Plan to be ready to provide services beginning July 1, 2012 as stated in the Contractors submitted Proposal and approved by NH Department of Corrections.
- 8.22. The Contractor shall adhere to the Department's Division of Medical & Forensic Services approved Monthly Facility Services Schedule (MFSS). The MFSS shall comply with the Contractor's staffing and services plan submitted in its proposal and approved by the NH Department of Corrections.
- 8.23. In accordance with its MFSS, the Contractor shall employ the number and types of personnel necessary to effectively provide the services required by the Department's Division of Medical & Forensic Services at the facilities/locations throughout the state identified in Exhibit A herein. If requirements or conditions change, the Department's Division of Medical & Forensic Services may direct minor variations to the MFSS. Otherwise, the Contractor shall provide whatever additional number and types of personnel as are necessary to provide the services, without additional reimbursement. The Contractor shall describe in writing to the Department's Division of Medical & Forensic Services how vacancies of required staffing positions will be recruited/replaced within five (5) business days of the staff position's notice of termination. The Contractor shall provide a written action plan to the Department's Division of Medical & Forensic Services to replace required personnel, i.e. locum tenens, temporary staffing service, et cetera, if the required position will be vacant for more than thirty (30) days without additional reimbursement from the Department.

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- 8.24. The MFSS shall comply with the following requirements: provide full name and credential (e.g. MD, DDS, RN, MRT etc) of every individual assigned to a position on the schedule for the month; shall ensure personnel are qualified and licensed to perform assigned duties; provide times and locations of all clinic and support services to be provided; provide time and locations of all training activities, administrative, clinical and management meetings, scheduled days off etc; provide to the Department's Division of Medical & Forensic Services the monthly schedule no later than ten (10) days prior to the first day of the beginning of each service month; the Contractor shall provide a staffing report by position, indicating position hours not properly filled (will include all changes from the monthly schedule, i.e. unscheduled meetings, training, leave, etc) on the 10th day of the month following the month reported. The Contractor shall coordinate the granting of paid time off with the Department's Division of Medical & Forensic Services to ensure coverage of clinical services and such coverage will be reflected in the monthly MFSS. The Contractor shall be required to coordinate scheduling with any other Contracted Vendor's staff or Department staff that provides clinical or other services in creation of the monthly schedule.
- 8.25. The Contractor shall be responsible for a time and attendance system that documents, verifies and ensures all Contractor staff work the scheduled hours assigned daily. No Contractor staff shall be granted an exemption from this requirement. The Contractor shall provide to the Department's Division of Medical & Forensic Services upon request, access to this documentation.
- 8.26. The Contractor shall participate in a Utilization Management (UM) program approved by the Department's Division of Medical & Forensic Services that reviews all referrals for community provided specialty care. This program shall include a process that addresses medical necessity based on specialty evidenced-based criteria and current community standards. The program shall ensure that a provider does not review/approve his/her referrals. The Department's Division of Medical & Forensic Services is requesting the Contractor provide a one (1) page proposal describing how they would provide this service to include use of any standard UM programs such as InterQual, Milliman, etc, how they currently perform this function in other correction service contracts, and it's effects on cost containment while providing appropriate care.
- 8.27. The Contractor shall participate in a comprehensive Quality Improvement (QI) program that objectively assesses the health care outcomes of the inmate/patient population. The QI program will be linked to the UM program to assess high cost/ high volume diagnoses and procedures in order to ensure a cost-effective health care program. The Department's Division of Medical & Forensic Services is requesting the Contractor provide a one (1) page proposal describing how they would provide this service and how they currently perform this function in other correctional service contracts.
- 8.28. The Contracted employees associated with the result of this Contract will administratively report to the State NH Department of Corrections Director of Medical & Forensic Services or designee to ensure compliance with the policies and procedures of the Department and State laws and administrative rules in addition to any contracted Manager working on behalf of the Contractor to facilitate the Contract. The goal is work collaboratively with the State in managing the staff to ensure compliance with the Contract as well as appropriate delivery of care.
- 8.29. The existing NH Department of Corrections staff affected by this RFP shall be given the first right of opportunity for consideration, to include of location of service, by the Contractor if they meet the qualifications of the position proposed.
- 8.30. All staff associated with these services requested by the NH Department of Corrections may be deployed to other facilities/locations as needs arise to achieve the goals of the Department.

- 8.31. The Contractor shall provide a Full Time Equivalent (FTE) staffing pattern of all positions proposed to meet the needs of the Department as well as a narrative describing the scope of work expected of each of the positions. It is not the intention of the Department to have the Contractor provide these services through predominantly part-time or temporary employees. In addition, if individuals have been identified to fill the proposed positions, resumes of said individuals shall be included in the response even if only tentative employment agreements have been made.

9. Medical Services Program:

9.1. The Contractor shall be responsible for the following services.

- 9.1.1. Medical Intake History and Physical Exam that includes ordering a Purified Protein Derivative or Tuberculosis (TB) planting and/or chest x-ray; identification of acute and chronic medical, mental health and dental conditions requiring treatment, care planning, appropriate and thorough clinical documentation and to classify inmates/patients as to medical risk and appropriateness for special programs and housing assignment in a time frame designated by the Department's policy and procedure directives.
- 9.1.2. The Contractor shall provide referrals for mental health services to any inmates/patients identified as having a current mental illness or possibility of mental illness, suicide or homicidal ideation and/or unstable mental health condition. Medication shall be continued for chronic disease maintenance and infectious disease care and medications related to other conditions identified, such as intoxication and withdrawal.
- 9.1.3. The Contractor shall document appropriate dispositions and follow-up care needed in the Department's Division of Medical & Forensic Services health records as indicated through departmental policies and procedures.
- 9.1.4. The Contractor shall provide periodic medical evaluations (routine physical examinations) to those inmates/patients identified by the Department's Division of Medical & Forensic Services for the purpose of providing preventative health care and to identify new health problems.
- 9.1.5. The Contractor shall assist to identify and to treat terminally ill inmates/patients and shall participate in the Department's Division of Medical & Forensic Services multi-disciplinary end of life care program.
- 9.1.6. The Contractor shall provide treatment to inmates/patients with acute and sub-acute medical problems or other medical or health problems that are unmanageable in the general population in infirmaries designated by the Department's Division of Medical & Forensic Services, unless hospitalization is medically indicated.
- 9.1.7. The Contractor shall provide treatment to inmates/patients whose medical conditions require that they be housed in respiratory isolation cells designated by the Department's Division of Medical & Forensic Services, as part of the infirmary care program, unless hospitalization is medically indicated.
- 9.1.8. The Contractor shall refer inmates/patients for specialty, subspecialty and hospital services when medically indicated according to the Contractor/Department's Division of Medical & Forensic Services mutually agreed upon Utilization Management Program.
- 9.1.9. The Contractor shall follow the guidelines of the Contractor/Department's Division of Medical & Forensic Services Utilization Management Program for the delivery of secondary medical services.
- 9.1.10. The Contractor shall utilize on-site specialty clinics at the Department's facilities whenever possible, prior to sending inmates/patients to outside care providers. On-

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site specialty clinics include, but are not limited to: orthopedics, podiatry, oral surgery and optometry. At anytime the Department may add additional on-site specialty clinics, which are to be utilized by the Contractor in the same manner as described above.

- 9.1.12. The Contractor shall follow the Department's Division of Medical & Forensic Services policy and procedure directives for ordering and dispensing prosthetics, braces, special shoes, glasses, hearing aids, orthopedic devices, wheel chairs, et cetera.
- 9.1.13. The Contractor shall treat and stabilize persons requiring emergent or urgent care and coordinate all emergency transfers to designated community provider hospitals with the Department's security staff.
- 9.1.14. The Contractor shall manage life-threatening emergencies by using the 911 emergency services system established by the State of NH.
- 9.1.15. The Contractor shall participate in the Department's Division of Medical & Forensic Services Infection Control (IC) Program and shall be responsible for on-site clinical management of infectious disease inmates/patients with HIV/AIDS, hepatitis virus, tuberculosis disease and any other infectious diseased inmate/patient in need of medical management.
- 9.1.16. The Contractor shall provide clinical management of these conditions consistent with the Department's Division of Medical & Forensic Services specific programs, procedures and protocols for HIV/AIDS, TB, Hepatitis, et cetera.
- 9.1.17. The Contractor shall operate and manage a comprehensive chronic care clinic program that ensures conditions requiring chronic care are appropriately diagnosed, treated and controlled to prevent and minimize de-compensation. Chronic care conditions shall include, but not limited to: inmates/patients with chronic medical problems such as asthma, diabetes, seizures, hypertension, infectious diseases, cardiac disease, conditions related to aging, terminal illness and et cetera. National guidelines developed by recognized organizations shall be followed in the management of chronic disease. The Department's Division of Medical & Forensic Services will decide which organizational guidelines shall be utilized.
- 9.1.18. The Contractor shall provide chronic care inmates/patients a review of their chronic condition by a physician minimally every six months and at more frequent intervals when clinically indicated as described in the chronic care clinic treatment guidelines approved by the Department.
- 9.1.19. The Contractor shall prescribe medications as medically necessary and appropriate and shall utilize the Department's Division of Medical & Forensic Services Pharmacy formulary. The Contractor shall follow and adhere to the Department's Division of Medical & Forensic Services non-formulary medication prescribing guidelines, policies and procedures.
- 9.1.20. The Contractor shall provide comprehensive inmate/patient health education to all inmates/patients.
- 9.1.21. The Contractor shall treat and stabilize, as medically appropriate, inmates/patients requiring emergent dental care when the Dental Services provider is not on site.
- 9.1.22. The Contractor shall provide timely and appropriate care of the pregnant patient in accordance with the Department's policies and guidelines.
- 9.1.23. The Contractor shall produce reports addressing the work being performed under the Contract in a form, format and time frame delineated by the Department's Division of Medical & Forensic Services.

10. Current NH Department of Corrections Medical Services Staffing: One (1) FTE = 40 hours

Facility/Location	Position	# Full Time Equivalents (FTE'S)
NHSP-M, SPU and RTU	APRN	2.0
	PA-C	0.0
	Nurse Coordinators	2.0
	Staff Nurses	22.0 (Currently 3 Vacant)
	Medical Record Technicians	3.7
	Secretary	1.0
NHSP-W	APRN	1.0 (Currently 1 Vacant)
	Nurse Coordinator	1.0 (Currently 1 Vacant)
	Staff Nurses	3.8
SHEA Farm	Staff Nurse	.20
NCF	APRN	1.0
	Nurse Coordinator	1.0
	Staff Nurses	12.0 (Currently 3 Vacant)
	Medical Record Technician	1.7 (Currently 1 Vacant)
ALL SITES	Director of Rehab Services	1.0
	Registered Dietician	1.0
	Medical Record Supervisor	1.0
	Director Nursing	1.0

Note: Transitional housing services are provided with medical services via the same gender Departmental facility closest to their address.

Facilities/Locations	Position	# Full Time Equivalent (FTE)
All	Chief Medical Officer	1.0
All	Staff Physician(s)	1.3

11. Proposed Medical Staffing Services:

The proposed staffing, compliment to the above existing positions, includes the following positions (include current contract positions in the proposed staffing):

- 11.1. **Chief Medical Officer (CMO):** travels to all prison sites to provide clinical supervision to Contractor and non-Contractor medical staff including all Advanced Practical Registered Nurses (APRNs), participates in required medical staff committees, reviews formulary requests for medications, manages complicated medical cases, completes record reviews to ensure compliant clinical practices, recommends changes to policy for improvement of service delivery, participates in the creation and revision of clinical protocols and algorithms, and completes clinical performance evaluations annually. Participates with the Department's Division of Medical & Forensic Services and other appropriate agencies in reviewing potential medical risk management issues or tort actions and makes court appearances to testify on clinical decisions. Other duties include responsibility for on-call schedule and recommendations for medical parole pursuant to RSA 651.

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- 11.1.1. The Chief Medical Officer shall be an integral part of the Department's Division of Medical & Forensic Services Continuous Quality Improvement (CQI) program by participating and/or facilitating the following:
- a. Continuous Quality Improvement initiatives and routine professional peer review;
 - b. Participate in periodic Continuous Quality Improvement meetings on its MFSS to review measures of performance and to develop and monitor and measure quality improvement outcomes;
 - c. Conduct reviews in the Medical Service Areas to monitor the health services provided, collect, trend and disseminate data, develop and monitor corrective action plans and facilitate communication between all health care disciplines;
 - d. Provide an appropriate, clinically equivalent clinician, designated by the Contractor to review the work of all practicing physicians and midlevel providers on an annual basis;
 - e. Provide reports to the Department's Division of Medical & Forensic Services in a form, format and time frame mutually agreed upon between the Department's Division of Medical & Forensic Services and Contractor;
 - f. Upon the Department's Division of Medical & Forensic Services request, the Chief Medical Officer shall investigate complaints made by inmates/patients or other persons in interest regarding any aspect of the Medical Services health care delivery system and respond to the Department within ten (10) days of receipt of the request. The Department, in its sole discretion, may direct the Contractor to take specified action(s) with regard to a complaint;
 - g. Participate in the Department's Division of Medical & Forensic Services mortality and morbidity review process;
 - h. Participate in the Pharmacy & Therapeutics and Infection Control Committees; and
 - i. The Chief Medical Officer has a current and shall maintain an on-going Drug Enforcement Administration (DEA) certification.
- 11.1.2. The Chief Medical Officer shall be an integral part of the Contractor/Department's Division of Medical & Forensic Services Utilization Management program by participating and/or facilitating the following:
- a. Participating in Utilization Management practices for all Medical clinical services;
 - b. Assure inmate/patients receive timely, appropriate and coordinated medical services to optimize patient outcome;
 - c. Ensure necessary care is provided in a cost effective manner consistent with appropriate standards of care;
 - d. Participate in a Utilization Management Program which shall include but not be limited to review of:
 - All inpatient admissions (hospital and infirmary)
 - Outside specialty outpatient procedures and consultations
 - Specialty diagnostic and imaging services to include on-site x-rays and Electrocardiograms (EKG);
 - Surgeries; and
 - On-site specialty clinics (orthopedics and podiatry).
 - e. Participate in a concurrent review program that includes daily examination of inpatient admissions to monitor length of stay and frequent communication with hospital staff to facilitate discharge of inmates/patients to minimize length

- of stay. Participate in discharge planning activities and make recommendations for the most appropriate Department setting;
 - f. Provides primary care services for inmates/patients at designated Department sites. Works jointly with other providers and Department nursing staff to facilitate proper health services for inmates/patients of the Department, participates in appropriate operational initiatives on behalf of the Department's Medical/Forensic Division, assists in the review of potential risk management issues or tort actions, consults with community providers to ensure medically appropriate and necessary care; and
 - g. Provide reports to the Department in a form, format and time frame mutually agreed upon between the Department and Contractor.
- 11.2. Staff Physician(s): provides primary care services for inmates/patients at designated Department facilities/locations. Works jointly with other providers and Department's Division of Medical & Forensic Services nursing staff to facilitate proper health services for inmates/patients of the Department, participates in appropriate operational initiatives on behalf of the Department's Medical & Forensic Division, assists in the review of potential risk management issues or tort actions, consults with community providers to ensure medically appropriate and necessary care for inmates/patients and makes recommendations for medical parole pursuant to RSA 651.

12. Requested Chief Medical Officer and Staff Physician(s) Staffing Pattern: One (1) FTE = 40 hours

Facilities/Locations	Position	# Full Time Equivalent (FTE)
All	Chief Medical Officer	1.0
All	Staff Physician(s)	1.3

Note: Staffing is based on five (5) physician hours per 100 inmates per week.

13. On-Call Medical Services:

The Contractor shall provide on-call medical coverage for all facilities/locations identified in this RFP, Monday through Friday from 4PM to 8AM, 24 hours a day on weekends and all State and Calendar holidays. The Contractor's on call providers shall assess emergent needs of inmates/patients as reported by Department's Division of Medical & Forensic Services medical staff or correctional staff in the absence of on-site medical professionals. The Contractor shall provide an appropriate rotation of providers to meet the needs of on-call medical services to manage the facilities/locations listed in this RFP. The on-call provider shall respond by telephone to institution based calls within thirty (30) minutes of the telephone call for service and shall provide direction to the caller. If requested to do so or the situation warrants direct assessment, the on-call provider shall report to the institution within one (1) hour after notification.

- 13.1. On-Call Schedule: The on-call schedule shall be part of the MFSS requirements as specified in 8.22, 8.23 and 8.24.

14. Physician On-Call Services:

- 14.1. Physician On-Call Schedule:
- 14.1.1. Monday-Friday: 16 hours/day for 241 weekdays (non-holiday);
 - 14.1.2. Weekends/Holidays: 24 hours/day for 104 weekend days and 10 Holidays; and
 - 14.1.3. Call Backs: Historically one (1) Call Back a month.

15. Dental Services Program:

- 15.1. The Contractor shall be responsible for the following services:
- 15.1.1. Provide Dental sick call clinics for each facility based on each facilities requirements by population.
 - 15.1.2. Use of the Department's Division of Medical & Forensic Services dental record that identifies the inmates/patient's oral health condition and specifies the priorities of treatment by category consistent with Departmental policy.
 - 15.1.3. Ensure inmates/patients referred to Dental Services by the Medical staff with an urgent or emergent need are seen within 24 hours (Monday-Friday)
 - 15.1.4. Provide segregated inmates/patients with Dental services equivalent to Dental services available in the general population.
 - 15.1.5. Post award of a Contract, the Contractor shall at all facilities operated by the Department and designated in the RFP:
 - a. provide necessary dental treatment including fillings, and extractions;
 - b. provide oral hygiene education on the prevention of dental disease;
 - c. provide dental prosthetics services consistent with Department's Division of Medical & Forensic Services Dental PPDs, treatment guidelines and procedures;
 - d. provide endodontic services consistent with Department's Division of Medical & Forensic Services Dental PPDs, treatment guidelines and procedures;
 - e. provide oral surgery services, simple and surgical extractions consistent with Dental licensure;
 - f. provide a program of preventative dentistry that includes but is not limited to:
 - taking full dental history;
 - dental screening conducted within seven (7) days of admission, unless done in the previous six (6) months;
 - full dental examination by a dentist of hard and soft tissue of the oral cavity and instruction on oral hygiene;
 - periodontal care consistent with the Department's Division of Medical & Forensic Services Dental PPDs, treatment guidelines and procedures;
 - Dental hygiene services (scaling) consistent with the Department's Division of Medical & Forensic Services Dental PPDs, treatment guidelines and procedures; and
 - Periodontal prophylaxis services consistent with the Department's Division of Medical & Forensic Services Dental PPDs, treatment guidelines and procedures.
 - g. provide emergency dental services while on-site at each facility designated in the RFP; and
 - h. prescribe medications as medically necessary and appropriate and shall administer and store medications in its possession in compliance with relevant Regulatory Pharmacy Board, Departmental Policy and procedures, DEA and any other state and federal guidelines.
 - The Contractor shall utilize the Department's Division of Medical & Forensic Services formulary when prescribing medication and shall follow and adhere to the Department's Division of Medical & Forensic Services non-formulary medication prescribing guidelines, policies and procedures.
 - The Contractor shall produce reports addressing the work being performed under the Contract in a form, format and time frame delineated by the Department's Division of Medical & Forensic Services.

Promoting Public Safety through Integrity, Respect and Professionalism

15.2. Dental Service Descriptions:

15.2.1. General:

- All inmates/patients are eligible for emergency or urgent needs;
- Restorations (fillings):
 - a. Amalgam (silver) restorations: primary or permanent (1, 2, 3 or more surfaces); and
 - b. Composite resin (white) restorations on anterior teeth only (1,2, 3 or more surfaces).
- Referrals for evaluation and treatment by specialists shall be subject to the Contractor/Department's Division of Medical & Forensic Services agreed upon Utilization Management process and require pre-authorization; and
- Deviations from dental treatment guidelines shall be subject to the UM process.

15.2.2. Diagnostic/Preventative Dentistry by Primary Dentist:

- Initial/periodic oral examination;
- Development of treatment plan;
- Intra-Oral cancer examination;
- Visual aids; and
- Consultations.

15.2.3. Dental X-Rays (Department-owned equipment):

- Bitewing;
- Single; and
- Other – X-Rays:
 - a. Full Mouth; and
 - b. Panoramic.

15.2.4. Prophylaxis by Dental Hygienist:

- Oral hygiene instruction;
- Oral scaling by inmate/patient request per Dental PPDs, treatment guidelines and procedures; and
- Oral examination and referral to primary dentist when indicated

15.2.5. Endodontics (Root Canal Therapy) by Primary Dentist per Dental PPDs, treatment guidelines and procedures.

15.2.6. Oral Surgery by Primary Dentist:

- Single tooth extraction;
- Surgical extraction-erupted tooth;
- Surgical extraction-soft tissue impaction;
- Surgical extraction-partial bony impaction; and
- Surgical extraction-full bony impaction.

15.2.7. Periodontics (Gum Treatment) by Primary Dentist:

- Occlusal adjustment-limited.

15.2.8. Major Restorative Dentistry by Primary Dentist:

- Re-cement existing fixed prosthetics; and
- Re-cement existing post, core and crown.

15.2.9. Prosthodontics (dentures) by Primary Dentist: Services shall include, but are not limited to, and shall be subject to Department's Division of Medical & Forensic Services Dental PPDs, treatment guidelines and procedures of the following:

- Complete dentures (upper or lower);
- Partial denture; and
- Night guard appliance.

16. Current NH Department of Corrections Dental Services Staffing: One (1) FTE = 40 hours

Facility/Location	Position	# Full Time Equivalents (FTE'S)
NHSP-M, SPU and RTU	Staff Dentists	1.2
	Dental Hygienist	0.95
	Dental Assistant	3.4
NHSP-W	Staff Dentists	0.2
	Dental Hygienist	0.2
	Dental Assistant	0.2
NCF	Staff Dentist	1.0
ALL SITES	Chief Dental Officer (CDO)	1.0
	Dental Office Manager	1.0

Note: Transitional housing services are provided with dental services via the same gender Departmental facility closest to their address.

17. Proposed Dental Staffing Services:

The proposed staffing includes current contract positions and incorporates state positions into contracted positions:

17.1. Chief Dental Officer (CDO): travels to all prison sites to provide clinical supervision to Contractor dental staff, including staff dentists, oral surgeon, dental office manager, hygienists and dental assistants. The Chief Dental Officer participates in all required medical/dental staff committees, reviews formulary requests for dental medications, manages and provides oversight to dental services provided, completes dental record reviews to ensure compliance to PPDs, treatment guidelines and procedures, recommends changes to policy for improvement of service delivery, participates in the creation and revision of policies, treatment guidelines and procedures and completes clinical performance evaluations annually. Participates with the Department's Division of Medical & Forensic Services and other appropriate agencies in reviewing potential medical risk management issues or tort actions and makes court appearances to testify on dental clinical decisions. The Chief Dental Officer performs all aspects of general dentistry including but not limited to: examination and triage, fillings (composite and amalgams), oral surgery (limited to simple and surgical extractions, endodontics (limited), prosthetics (complete and partial dentures, primarily removable) and hygiene (prophylaxis and root planing). Other duties include responsibility for assuring the dental staff schedule is adequate for clinical coverage at all facilities/locations.

17.1.1. The Chief Dental Officer shall be an integral part of the Contractor/ Department's Division of Medical & Forensic Services Continuous Quality Improvement program by participating and/or facilitating the following:

- a. Continuous Quality Improvement initiatives and routine professional peer review;
- b. Participates in periodic Continuous QI meetings on its MFSS to review measures of performance and to develop, monitor and measure quality improvement outcomes;
- c. Conduct reviews in the Dental Service Areas to monitor the dental services provided, collect, trend and disseminate data, develop and monitor corrective action plans and facilitate communication between all dental care disciplines;

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- d. Provide an appropriate, clinically equivalent clinician, designated by the Contractor, to review the work of all practicing dentists, oral surgeons and hygienists on an annual basis;
 - e. Provide reports to the Department's Division of Medical & Forensic Services in a form, format and time frame mutually agreed upon between the Department's Division of Medical & Forensic Services and Contractor.
 - f. Upon the Department's Division of Medical & Forensic Services request, the Chief Dental Officer shall investigate complaints made by inmates/patients or other persons in interest regarding any aspect of the Dental Services health care delivery system and respond to the Department within ten (10) days of receipt of the request. The Division of Medical & Forensic Services, in its sole discretion, may direct the Contractor to take specified action(s) with regard to the complaint;
 - g. If appropriate, participate in the Department's Division of Medical & Forensic Services mortality and morbidity review process; and
 - h. Participate in the Pharmacy & Therapeutics and Infection Control Committees.
- 17.1.2. The Chief Dental Officer shall be an integral part of the Contractor/Department's Division of Medical & Forensic Services Utilization Management program by participating and/or facilitating the following:
- a. Participating in utilization management practices for all dental clinical services;
 - b. Assure inmate/patients receive timely, appropriate and coordinated dental services to optimize inmate/patient outcomes;
 - c. Ensure necessary care is provided in a cost effective manner consistent with appropriate standards of care;
 - d. Provide reports to the Department's Division of Medical & Forensic Services in a form, format and time frame mutually agreed upon between the Department and Contractor.
- 17.2. Staff Dentist(s): performs all aspects of general dentistry including but not limited to: examination and triage, fillings (composite and amalgams), oral surgery (limited to simple and surgical extractions, endodontics (limited), prosthetics (complete and partial dentures, primarily removable) and hygiene (prophylaxis and root planing).
- 17.3. Oral Surgeon(s): performs all aspects of oral surgery including but not limited to examination and triage and complicated extractions.
- 17.4. Hygienist: performs oral scaling, examinations and related dental procedures, takes radiographs as indicated and recommends referrals to dental staff for follow up dental treatment and provides written rationale for recommended staffing levels based on census figures provided.
- 17.5. Dental Office Manager credentialed as a Certified Dental Assistant: performs all scheduling of appointments, oversees ordering of all dental supplies, assists the Chief Dental Officer in scheduling staff monthly, supervises the dental assistants and provides dental assistant services as necessary, facilitates initiatives as instructed by the Chief Dental Officer under the direction of the Department's Division of Medical & Forensic Services and in line with appropriate practice.
- 17.6. Dental Assistant(s): performs all chair-side dental assistance, inventories supplies and dental tools and performs equipment maintenance sterilization tasks under the supervision of the Chief Dental Officer and Dental Office Manager.

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18. Requested Dental Staffing Pattern:

Facility/Location	Position	# Full Time Equivalents (FTE'S)
NHSP-M, SPU and RTU, NHSP-W	Staff Dentist(s)	1.4
	Dental Assistant(s)	3.6
NHSP-M	Oral Surgeon	.2
NCF	Staff Dentist	1.0
	Dental Assistant	1.0
ALL SITES	Chief Dental Officer (CDO)	1.0
	Dental Hygienist(s)	1.15
	Dental Office Manager	1.0

Note: All staff associated with this service may be deployed to other sites as needs arise to achieve the goals of the Department.

19. Medical Record Services Program:

19.1. The Contractor shall be responsible for the following services:

19.1.1. Maintenance of complete inmate/patient record files for each inmate/patient to accurately document all health, dental, sex offender treatment and psychiatric services provided throughout the period of incarceration/hospitalization.

19.2 Service Descriptions:

19.2.1. General:

- A medical and dental record will be created and maintained by Medical Record Technicians (MRTs) for all inmates/patients per NH Department of Corrections policies and procedures;
- Health records of inmates/patients with prior admissions will be retrieved Monday-Friday from the Division of Medical & Forensic Services secure storage facility;
- Appointments for all scheduled physician, psychiatrists, APRNs, physical therapy, laboratory and optometry providers will be entered into CORIS (Corrections Information System) the Departments' electronic offender management system, by MRT staff.;
- Appointment notices for the above scheduled appointments will be generated from CORIS and sent to inmates/patients by MRT staff. An appointment schedule for each provider will be printed and given to providers daily and CORIS will be updated to account for refusals/no shows;
- Health records will be pulled daily for provider appointments and returned to files by the end of day;
- All medical record forms and reports will be filed daily by MRTs in the appropriate sections of the medical record;
- All intake history and physicals will be scheduled by the MRTs at designated prison receiving facilities;
- Upon release of inmates/patients the applicable health record will be retained and stored based on the Department's Division of Medical & Forensic Services policy and procedures;

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- The Medical Record Supervisor and MRTs will be responsible for controlling access to the Division’s health records as determined by the Department’s Division of Medical & Forensic Services policy and procedures to ensure state and federal confidentiality laws are followed;
- Transfer of Division records between the Department’s facilities according to policies and procedures;
- Facilitate review of inmate/patient records by internal Department Staff and others such as the Attorney General’s office, private attorneys, inmates, patients, etc. according to policies and procedures;
- Processing of all release of information requests from the Division’s provider staff;
- Processing all disclosure and copying of the Division’s health records according to policies and procedures; and
- Processing all consultations written by the Division’s provider staff.

20. Current NH Department of Corrections Medical Record Services Staffing: One (1) FTE = 40 hours

Facilities/Locations	Position	# Full Time Equivalent (FTE)
NHSP-M	Medical Record Technician	3.3
SPU	Medical Record Technician	0.2
NHSP-W	Medical Record Technician	0.0
NCF	Medical Record Technician	1.75
ALL SITES	Medical Record Supervisor	1.0

21. Proposed Medical Record Staffing Services:

The requested positions replace the existing state positions and are not an adjunct to the state positions.

21.1. Medical Record Supervisor (MRS): travels to all prison sites to provide administrative supervision to Contractor medical record staff to include medical record technicians. The Medical Record Supervisor participates in Medical Record-Forms Committee meetings, provides oversight to medical record services provided; completes health record reviews to ensure compliance to PPDs, policies and procedures, recommends changes to policies for improvement of service delivery, participates in the creation and revision of policies and procedures and completes performance evaluations annually. Other duties include responsibility for ensuring the medical record staff schedule is adequate for coverage at all facilities and developing Continuous Quality Improvement benchmarks for tasks such as release of information turnaround times, loose filing turnaround times, compliance with scheduling laboratory and optometry appointments, etc. The Medical Record Supervisor will perform all aspects of medical record services.

- 21.1.1. The Medical Record Supervisor shall be an integral part of the Contractor/Division’s QI program by participating and/or facilitating the following:
- a. Continuous quality improvement initiatives relating to medical record services;
 - b. Participate in periodic Continuous Quality Improvement meetings on its MFSS to review measures of performance and to develop, monitor and measure quality improvement outcomes;
 - c. Conduct reviews in the medical record service areas to monitor the medical record services provided, collect, trend and disseminate data, develop and monitor corrective action plans and facilitate communication between all medical record service facilities/locations;

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- d. Provide reports to the Department’s Division of Medical & Forensic Services in a form, format and time frame mutually agreed upon between the Department and Contractor; and
 - e. Upon the Department’s Division of Medical & Forensic Services request, the Medical Record Supervisor shall investigate complaints made by inmates/patients or other persons in interest regarding any aspect of medical record services and respond to the Department within ten (10) days of receipt of the request. The Department, in its sole discretion, may direct the Contractor to take specific action(s) with regard to the complaint.
- 21.2. **Medical Record Technician:** performs all aspects of medical record services including but not limited to: creation and maintenance of health records, utilizing CORIS to generate provider appointments and appointment notices, retrieval and return of health records for provider appointments, filing of all loose health record documentation, processing community consultation requests, generating release of information forms, copying and disclosure of the Departments Division of Medical & Forensic Services health records to internal and external customers and facilitate transfer of records between Department facilities/locations.
- 21.3. **Medical Records Staff:** shall facilitate all appropriate functions as described in the RFP in the event the Department adds additional records either hard copy or electronic to the overall system of records management.

22. Requested Medical Record Staffing Pattern:

Facilities/Locations	Position	# Full Time Equivalent (FTE)
NHSP-M	Medical Record Technician	3.3
SPU	Medical Record Technician	0.2
NHSP-W	Medical Record Technician	0.2
NCF	Medical Record Technician	1.50
ALL SITES	Medical Record Supervisor	1.0

Note: Alternative staffing patterns for medical records may be provided with a descriptor as to how the responsibilities will be met utilizing the Vendors proposed staffing pattern

23. Current NH Department of Corrections Nursing Services Staffing:

The nursing staff provides general and/or specialized nursing duties in the care and treatment of the State’s inmates and the non-adjudicated residents of the Secure Psychiatric Unit (SPU) to deliver the appropriate healthcare services using a multi-discipline approach for the New Hampshire Department of Corrections.

24. Proposed Nursing Staffing Services:

The NH Department of Corrections seeks a more innovative and alternative solution to continue to provide reliable, high quality while being cost effective with services to the NH Department of Corrections prison facilities by acquiring Nursing Services and other recognized nursing/medical disciplines to include a Director of Nursing (DON), Advanced Practice Registered Nurses (APRN), Nurse Managers (NM), Registered Nurses (RN), Licensed Practical Nurses (LPN) and other recognized nursing/medical disciplines necessary to facilitate the scope of services requested in the RFP.

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The level of services required shall depend on the general unpredictability of needs that the service recipients require, unpredictable emergencies that may arise, increase in the number of incoming service recipients, standard medical services required by policy and State Statute and shortage of nursing services due to vacancies, illness and personal emergencies.

24.1. The Contractor shall be responsible for the following services.

- 24.1.1. Services shall be provided upon request of the Director of Medical & Forensic Services (Division Director) or designee who must be a State employee. The State retains professional and administrative responsibility for services rendered as required by applicable statutes and regulations in tandem with the successful Contractor.
- 24.1.2. The Director of Nursing (DON) shall be accountable to the Director of Medical & Forensic Services as well as the Contractor.
- 24.1.3. Services shall be provided per the policies and procedures of the NH Department of Corrections in line with American Correctional Association (ACA), National Commission on Correctional Health Care (NCCHC) and mutually agreed upon nursing procedures established by the Contractor and the Department.
- 24.1.4. The Contractor shall provide only those Correctional Nursing Professionals and other recognized nursing/medical disciplines who maintain valid professional licenses, certifications and/or qualifications required by law for the performance of the services required. No nursing professional shall provide services to the NH Department of Corrections without the proper licensure documentation required by Federal, State or local law.
- 24.1.5. The NH Department of Corrections shall determine the shifts to be worked and shall not have any obligation to the Contractor for any minimum number shifts requested.
- 24.1.6. The Director of Nursing shall be responsible for on-site administrative supervision and coordination of health services.
- 24.1.7. In performing the services specified by the NH Department of Corrections, the Correctional Nursing professionals and any other recognized nursing/medical disciplines are and shall remain employees of the Contractor. The Contractor shall pay all wages and benefits on behalf of the Correctional Nursing Professionals. The Contractor shall pay all Federal and State taxes to include Federal Social Security and State Unemployment Compensation taxes.
- 24.1.8. The NH Department of Corrections medical/administrative staff shall not be required and/or requested by the Contractor to enter into legal Contracts, Agreements and/or Obligations on the behalf of the Department of Corrections.
- 24.1.9. The Contractor, not the State, shall be responsible for expenses incurred by the Correctional Nursing Professionals and other recognized nursing/medical disciplines for and maintaining current Federal and State licensures, certifications and continuing education costs.
- 24.1.10. A temporary nursing firm may be utilized for start up purposes, but shall not function as the primary staffing services post six (6) months start of Contract.
- 24.1.11. The Contractor shall ensure, at a minimum, that the following requirements are met by any staff placed at a NH Department of Corrections facility/location:
 - a. Valid license as an APRN, LPN issued by the NH Board of Nursing or or possession of a multi-state license which recognizes as a Nurse Licensure Compact State;
 - b. Maintain a current Cardiopulmonary Resuscitation (CPR) Certificate for the life of the Contract and any renewals thereof;

- c. Prior employment verifications, up to a maximum of three (3), to include: date employed, date separated and reason for separation;
 - d. Health exam and or screening to ensure that they are fit for the duties to be performed, they can respond to a housing unit with twenty-seven (27) pounds of equipment within four (4) minutes and they are free of infectious or communicable diseases. The Contractor shall certify in writing that all health screens and exams have been accomplished;
 - e. Criminal history record check and fingerprints shall be conducted on all Correctional Nursing and other recognized nursing/medical disciplines personnel. This check shall be conducted prior to their assignment of a NH Department of Corrections facility/location.
- 24.2. *Qualifications:* In addition to the required licenses and/or certifications, Contractor staff assigned to the NH Department of Corrections facilities/locations shall have the minimum experiences outlined for these specified positions below.
- 24.2.1. Director of Nursing:
- a. Master certificate or Master's degree in an area of nursing or healthcare management from a recognized college institute or university;
 - b. Eight (8) years professional nursing experience in the field appropriate to nurse management with a preference in correctional nursing;
 - c. Certification by the American Nurses Association in Nursing Administration; and
 - d. Excel in written and verbal communication.
- 24.1.2.2. Advanced Practice Registered Nurses (APRN):
- a. Master's degree or its equivalent from a recognized college institute or university and graduation from an advanced practice registered nurse program;
 - b. Five (5) years of professional nursing experience in the field appropriate to the position for which recruitment is conducted; and
 - c. Advanced Practice Registered Nurse license and current Drug Enforcement Administration (DEA) certification.
- 24.2.3. Nurse Manager (NM):
- a. Bachelor's degree from a recognized college or university;
 - b. Three (3) years experience as a registered nurse in the field appropriate to the position for which recruitment is conducted, correctional experience preferred;
 - c. Licensure as a Registered Nurse; and
 - d. Certification by the American Nurses Association in Nursing Administration or a specialty that is consistent with the job accountabilities and appropriate to the institution or agency in which the vacancy exists.
- 24.2.4. Registered Nurse (RN):
- a. Graduate from a recognized nursing program; and
 - b. Licensure as a Registered Nurse.
- 24.2.5. Licensed Practical Nurse (LPN):
- a. Graduate from a recognized nursing program; and
 - b. Licensure as a Practical Nurse.
- 24.3. *Attire:* The State reserves the right to determine appropriate professional attire which shall include but not limited to scrubs, warm-up jackets and lab coats and the State shall not provide nor be financially responsible for the cost of such items.
- 24.4. *Personnel:* The Contractor shall provide all nursing disciplines as outlined in Exhibit B in addition to other recommended nursing disciplines to respond to the scope of services. The State and the Contractor shall have joint responsibility for staffing patterns. In addition, the Contractor shall provide the following for each NH Department of Corrections facility:

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- 24.4.1. RN(s) to be on duty at all times for assessments that can be performed only within the NH Board of Nursing RN scope of practice to include but not limited to nursing sick call triage, emergency runs, mental health and restraint assessments and resident individual and group education; and
- 24.4.2. RN(s) to be assigned infectious control and chronic care duties.
- 24.5. *Emergency Contact:* The Contractor shall identify a staffing person with seven (7) days a week, twenty-four (24) hours a day, availability within the scope of the staffing pattern proposed whose function will include the following staff scheduling:
 - 24.5.1. Facilities/locations may request services at any time, including weekends and holidays if needed. **Telephone answering devices (message machines) are not acceptable.**
 - 24.5.2. There shall also be an emergency contact person when the staffing person is off duty in the event that one or more assigned personnel fail(s) to report to the facility as scheduled, the Vendor shall be responsible to provide replacement personnel within three (3) hours.
- 24.6. *Medication Administration:* The nursing coverage shall provide for nurse administration of all pill line medications at all sites to all identified housing units. The NH State Prison for Women, Secure Psychiatric & Residential Treatment Units, Northern Correctional Facility all currently provide for centralized medication distribution via nursing staff on a four (4) call system (referred to as A, B, C & D calls). The NH State Prison for Men due to its physical limitations must utilize a decentralized system of medication distribution for pill line medication which involves distribution within housing units to multiple custody levels.
 - 24.6.1. Nursing administration shall administer the following potential quantities of medication with variability based on clinical orders by call, by housing unit, not by person:
 - a. Housing Unit: Closed Custody Unit (CCU), NHSP-M – C4 Step Down from Maximum:

Medication Call	Housing Unit: CCU
A	14
B	21
C	9
D	40
Keep on Person (KOP)	62

- b. Housing Unit: Medium Custody South (MCS), NHSP-M – C3 General Population:

Medication Call	Housing Unit: MSC
A	27
B	49
C	41
D	61
Keep on Person (KOP)	219

- c. Housing Unit: Hancock Building Downstairs (HNK - Down), NHSP-M – C3 General Population:

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Medication Call	Housing Unit: HNK – Down
A	9
B	51
C	35
D	60
Keep on Person (KOP)	168

- d. Housing Unit: Hancock Building Downstairs (HNK- Up), NHSP-M – C3 General Population:

Medication Call	Housing Unit: HNK – Up
A	5
B	31
C	17
D	37
Keep on Person (KOP)	106

- e. Housing Unit: Medium Custody North (MCN), NHSP-M – C3 General Population:

Medication Call	Housing Unit: MCN
A	32
B	47
C	35
D	74
Keep on Person (KOP)	172

- f. Housing Unit: Reception & Diagnostic (R&D), NHSP-M – Newly Booked/Parole/Probation Violations:

Medication Call	Housing Unit: R&D
A	11
B	12
C	6
D	24
Keep on Person (KOP)	44

- g. Housing Unit: Sub-unit of R&D (Dorms), NHSP-M – Those who have cleared the medical quarantine process:

Medication Call	Housing Unit: Dorms
A	26
B	46
C	30
D	68
Keep on Person (KOP)	69

- h. Housing Unit: Secure Housing Unit (SHU), NHSP-M – C5 Maximum Custody:

Medication Call	Housing Unit: CCU
A	26
B	46
C	30
D	68
Keep on Person (KOP)	69

- 24.6.2. Respondents may consider working with our current Vendors to negotiate a change in the number of call times but recognize that the current system is a four (4) call system with the expectation that the successful Contractor shall provide for staffing to facilitate our current process.
- 24.6.3. Each Unit will have a secure area designated for the Medication Administration Area to hold items such as:
- a. Medication cart;
 - b. Hardened exterior door;
 - c. Shelving for med set up and documentation in the Medication Administration Record;
 - d. Officer to supervise the medication line and perform mouth checks;
 - e. Locked cabinets in the secure area to hold medication administration supplies; and
 - f. Secure areas are keyed only for nursing personnel.
- 24.6.4. Vendors can propose appropriately licensed/certified staff to conduct the medication administration in their cost and staffing proposal.
- 24.6.5. NHSP-M currently has a sixteen (16) bed infirmary and six (6) negative pressure rooms (used for suicide precautionary watch and medical quarantines). The NHSP-M infirmary also provides for the females under the custody of the Department as there is not stand alone infirmary at the NHSP-W.
- 24.6.6. The Vendor’s staffing proposal for the NHSP-M, average population of 1322, shall provide for twenty-four (24) hour coverage for both of the infirmary areas (Inpatient and Outpatient) responsibilities in include but not limited to:
- a. Triage – Nursing Sick call;
 - b. Medication administration;
 - c. Suicide risk clearance during off-shifts from mental health for our maximum security housing unit;
 - d. Emergency Unit Response;
 - e. Outpatient Clinics;
 - f. Inpatient Infirmary; and
 - g. Any other related inmate/patient care duties or functions as assigned.
- 24.6.7. NHSP-W currently has two (2) treatment rooms and a dry cell to provide precautionary watch until moved to the NHSP-M or SPU. Inpatient services are provided by NHSP-M.
- 24.6.8. Vendor’s staffing proposal for the NHSP-W, average population of 105, provide for twenty-four (24) hour coverage. Responsibilities to include by not limited to:
- a. Triage – Nursing Sick call (inclusive of Shea farm);
 - b. Medication Administration;
 - c. Emergency Unit Response;

- d. Outpatient Clinics;
 - e. Coverage at Shea Farm at least 1 day per week; and
 - f. Any other related inmate/patient care duties or functions as assigned.
- 24.6.9. NCF currently has an eight (8) bed infirmary, two (2) negative pressure rooms, and six (6) isolation rooms (used for suicide pre-cautionary watch and medical quarantines).
- 24.6.10. The Vendor's staffing proposal for the NCF, average population of 626, shall provide for twenty-four (24) hour coverage for both the infirmary areas (Inpatient and Outpatient). Responsibilities to include by not limited to:
- a. Triage – Nursing Sick call;
 - b. Medication Administration;
 - c. Emergency Unit Response;
 - d. Outpatient Clinics;
 - e. Inpatient Infirmary;
 - f. Any other related inmate/patient care duties or functions as assigned.
- 24.6.11. SPU currently has forty (40) inpatient psychiatric beds and RTU has twenty (20) inpatient treatment beds in addition to three (3) negative pressure rooms used for suicide pre-cautionary watch, three (3) seclusion rooms and one (1) restraint room. SPU is the only site that provides for medical restraints for out of control self injurious behaviors. All other restraints in the prison system are security based. SPU and RTU share the same building space and are currently being renovated to increase RTU bed space by twenty (20) or more beds.
- 24.6.12. The Vendor's SPU/RTU staffing proposal shall provide for twenty-four (24) hour coverage for both areas. Responsibilities to include but not limited to:
- a. Participate as a member of the inter-disciplinary team in developing and implementing treatment plans;
 - b. Triage – Nursing Sick call;
 - c. Preferred specialty in psychiatric nursing care
 - d. Training and experience in use of involuntary treatments per NH State laws and nursing procedure;
 - e. Emergency Unit Response;
 - f. Outpatient Clinics; and
 - g. Any other related inmate/patient care duties or functions as assigned.
- 24.6.13. The NH Department of Corrections carries several contracts for the provision of imaging, laboratory services and other areas as needed. The Contractor staff shall be required to continue to facilitate these services on-site with the other ancillary contracted Vendors and their staff and work collaboratively with the other State staff employed to provide additional medical services as well as other contracted Vendor staff.

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25. Proposed Nursing Services Schedule:

The Contractor shall provide, at a minimum, Nursing Services and any other recognized nursing disciplines for the following required shifts listed below in their proposed staffing plan in addition to the other disciplines the Contractor deems necessary to meet the scope of services.

Type of Nursing Professional	Hours of Operation by Facility			
	NHSP-M 24hrs, 7 days/week	SPU/RTU 24hrs, 7 day/week	NHSP-W** 24hrs, 7 days/week	NCF 24hrs, 7 days/week
Director of Nursing	1 FTE Monday-Friday for all Facilities			
Advanced Practice Registered Nurse (APRN)	2 FTE Mon – Fri 8 hrs/day to include 4 hrs weekly at SPU/RTU	1 four (4) hrs weekly	1 FTE Mon-Fri	1 FTE Mon - Fri; hrs/week
Nurse Manager	1 FTE Mon-Fri	1 FTE Mon-Fri	1 FTE Mon-Fri	1 FTE Mon-Fri
Registered Nurse	13 FTEs (per Laaman Consent Decree) 1990 Paragraph 31 (c)	1 FTE per shift	1 FTE per shift	1 FTE per shift

- 25.1. One (1) FTE shall represent forty (40) hours a week with a mutually agreed upon schedule between the Contractor and the Department to ensure delivery of nursing services unless otherwise specified in the table above.
- 25.2. A member of the Nursing staff will be required to conduct sick call at our Transitional Housing Services for women at a minimum of one (1) day per week during our first shift to facilitate appropriate medical triage for C-2 classified inmates. The Contractor should provide a narrative of any further charts to display how the proposed nursing staff pattern will meet the scope of services of the Department as described in the RFP as well as to ensure nursing administered medications, proper staffing of the infirmary areas, and outpatient nursing triage and appointments for on-going healthcare (**).
- 25.3. The Contractor shall provide in Exhibit B a staffing pattern inclusive of those indicated as well as other nursing and medical disciplines proposed by the Contractor to meet the required scope of services.
- 25.4. The staffing will be established to ensure the most appropriate continuity of care with gender responsiveness.
- 25.5. Alternatives to the Court Order requirement must be clearly articulated as these suggestions will have to be vetted with our Attorney General’s representatives to ensure continued compliance and acceptance of NH Legal Assistance prior to consideration by the Department.
- 25.6. The existing NH Department of Corrections Nursing staff shall be given first right of opportunity for consideration, to include location of service, by the Contractor if they meet the qualifications of the position proposed.
- 25.7. The Contractor shall provide, at a minimum, Nursing Services as identified in the Scope of Services, Exhibit A, Section twenty-five (25), Proposed Nursing Services Schedule, above. Any Vendor proposal that does not meet this requirement shall be deemed “Technically Non-Compliant.”

26. General Service Provisions:

- 26.1. Tools and Equipment: The Contractor will be provided with the equipment necessary as deemed necessary by the NH Department of Corrections, Director of Medical & Forensic Services to provide the requested services. Any and all tools and containers shall 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.
- 26.2. Rules and Regulations: The Contractor agrees to comply with all rules and regulations of the NH Department of Corrections.
- 26.3. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the contract. If it is necessary to increase the price limitation of the contract this provision will require Governor and Executive Council approval.
- 26.4. Contractor Employee Information: The Contractor will be responsible for providing the Name, Date of Birth (DOB), and Social Security number of all employees the Vendor plans to assign to work at 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 work at these facilities. Names must be submitted to the NH Department of Corrections, Director of Medical & Forensic Services or designee, 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 Contractor employee that is assigned to work at any NH Department of Corrections facility. This policy applies for the duration of the Contract and any renewals thereof.
- 26.5. Licenses, Credentials, Certificates: The Contractor shall ensure that NH State licensed professionals provide the services required. The Contractor and its staff shall possess the credentials, licenses and/or certificates required by law and regulations to provide the services required.
- 26.6. Change of Ownership: In the event that the Contractor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or, its successors or, assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.
- 26.7. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the Department for the duration of the Contract and any renewals thereof. The Contractor shall, 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 Contractor's performance under the Contract.
 - 26.7.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.
 - 26.7.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
 - 26.7.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Department of Corrections, NH Department of Corrections,

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Director of Medical & Forensic Services, or designee, P.O. Box 1806, Concord,
NH 03302.

- 26.8 Contractor Liaison's Responsibilities: The Contractor's designated liaison shall be responsible for:
- 26.8.1. Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such a representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof;
 - 26.8.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof;
 - 23.8.3. 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 any renewals thereof; and
 - 26.8.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 26.9. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections Commissioner of Corrections, or designee, shall act as liaison between the Contractor and NH Department of Corrections for the duration of the Contract and any renewals thereof. NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. NH Department of Corrections representative shall be responsible for:
- 26.9.1. 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;
 - 26.9.2. Monitoring compliance with the terms of the Contract;
 - 26.9.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the time frames specified by the Contract;
 - 26.9.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues which arise; and
 - 26.9.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 26.10. Reporting Requirements:
- 26.10.1. The Contractor shall provide any and all reports as requested on an as needed basis according to a schedule and format to be determined by the NH Department of Corrections including but not limited to:
 - 26.10.1.1. Annual affirmation of appropriate credentialing of the contracted employees;
 - 26.10.1.2. Results of Continuous Quality Improvements;
 - 26.10.1.3. Breakdowns of billings;
 - 26.10.1.4. Quarterly detail billings; and
 - 26.10.1.5. Monthly MFSS reports.
 - 26.10.2. It is the intent of the NH Department of Corrections to work with any Contractor to provide any reporting required that meet the Department's needs.
 - 26.10.3. The NH Department of Corrections welcomes suggestion from Contractors that would result in a more efficient administration of any Contract resulting from this RFP.
 - 26.10.4. Any information requested would be specific to the inmate/patient population.

26.11. Performance Evaluation:

26.11.1. The NH Department of Corrections Division of Medical & Forensic Services shall, at its discretion:

- a. Monitor and evaluate the Contractor's compliance with the terms of the Contract to include:
 - Compliance with consent decrees, court orders, court ordered mediation;
 - Compliance with State laws, regulations, administrative rules, Department's policies and procedures and accreditation standards where applicable;
 - Compliance with monthly MFSS reporting (8.22 through 8.24) to include at minimum ninety (90%) staff position retention for the life of the Contract and any renewals thereof;
 - On hundred percent (100%) of the transition for all services is completed with thirty (30) days.
- b. Meet with the Contractor at a minimum monthly for the first six months of the contract, bimonthly for the next six months and quarterly thereafter each year to assess the performance of the Contractor relative to the Contractor's compliance with the contract as set forth in the approved contract document or a mutually agreed upon timeframe between the Contractor and the Department;
- c. Review reports submitted by the Contractor and shall determine the acceptability of the reports. If they are not deemed acceptable, the Division of Medical & Forensic Services shall notify the Contractor and explain the deficiencies;
- d. Request additional reports the Department's Division of Medical & Forensic Services deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract;
- e. Perform periodic programmatic and financial reviews of the Contractor's performance of responsibilities. This may include, but is not limited to, on-site inspections and audits by Department's Division of Medical & Forensic Services or its agent of the Contractor's records.
- f. Perform audits may, at a minimum, include a review of the following:
 - claims and financial administration;
 - program operations including required staffing patterns, time and attendance, orientation and training of new contractor employees;
 - financial reports to include required utilization management reports;
 - staff qualifications to ensure the required credentials, licenses and/or certificates are present and maintained on an annual basis; and
 - clinical protocols to include related Continuous Quality Improvement requirements.
- g. Give the Contractor prior notice of any on site-visit by the Department's Division of Medical & Forensic Services or its agent(s) to conduct an audit, and further notify the Contractor of any records which the Division or its agent may wish to review;
- h. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action;
- i. Terminate the contract, if the NH Department of Corrections determines that the Contractor is:
 - not in compliance with the terms of the Contract;

- has lost or has been notified of intention to lose their accreditation and/or licensure;
- has lost or has been notified of intention to lose their federal certification and/or licensure;
- or terminate the contract as otherwise permitted by law.

27. Other Contract Provisions:

- 27.1. Modifications to the Contract: In the event of any dissatisfaction with the Contractor's performance, the NH Department of Corrections will inform the Contractor of any dissatisfaction and will include requirements for corrective action.
- 27.1.1. The Department of Corrections has the right to terminate the Contract, if the NH Department of Corrections determines that the Contractor is:
- 27.1.1.1. Not in compliance with the terms of the Contract, or;
- 27.1.1.2. As otherwise permitted by law or as stipulated within this Contract.
- 27.2. Coordination of Efforts: The Contractor shall fully coordinate the activities to the performance of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the NH Department of Corrections as requested by the Department throughout the effective period of the Contract.
- 27.3. Staffing Pattern: **The Contractor shall not reduce the current requested staffing patterns based on a proposed implementation of an Electronic Medical Record system.**

28. Bankruptcy or Insolvency Proceeding Notification:

- 28.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the NH Department of Corrections immediately.
- 28.2. 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.

29. Embodiment of the Contract:

- 29.1. The Contract between the NH Department of Corrections and the Contractor shall consist of:
- 29.1.1. Request for Proposal (RFP) and any amendments thereto;
- 29.1.2. Proposal submitted by the Vendor in response to the RFP; and/or
- 29.1.3. Negotiated document (Contract) agreed to by and between the parties that is ratified by a "meeting of the minds" after careful consideration of all of the terms and conditions and that which is approved by the Governor and Executive Council of the State of New Hampshire.
- 29.2. 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 9.1.3. shall govern.
- 29.3. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor's Proposal and/or the result of a Contract.

30. Cancellation of Contract:

- 30.1. The Department of Corrections may cancel the Contract at any time for breach of Contractual obligations by providing the Contractor with a written notice of such cancellation.

- 30.2. Should the NH Department of Corrections exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.
- 30.3. 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.
- 30.4. The NH Department of Corrections reserves the right to cancel this Contract for the convenience of the State with no penalties by giving the Contractor sixty (60) days notice of said cancellation.

31. Contractor Transition:

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

32. 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.

33. Additional Items/Locations:

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

34. Information:

- 34.1. In performing its obligations under the Contract, the Contractor may gain access to information of the inmates/patients, including confidential information. The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Vendor's performance under the Contract.
- 34.2. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the inmate/patient that becomes available to the Contractor in connection with its performance under the Contract.
- 34.3. In the event of unauthorized use or disclosure of the inmates/patients information, the Contractor shall immediately notify the NH Department of Corrections.
- 34.4. All material developed or acquired by the Contractor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of NH Department of Corrections.
- 34.5. All financial, statistical, personnel and/or technical data supplied by NH Department of Corrections to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this contract and may result in contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

35. Public Records:

NH RSA 99-1:A, guarantees every person access to all public records. This RSA provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption. Failure to comply with this section may be grounds for the complete disclosure of all submitted material not in compliance with this section.

36. Special Notes:

- 36.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 36.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract and any renewals thereof.
- 36.3. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Contractor.
- 36.4. 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:
 - 36.4.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
 - 36.4.2. Secure the contractor's written agreement to the proposed changes.
- 36.5. 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.
- 36.6. The Contractor must be equipped to provide handicap access to services as per the American's with Disabilities Act and the Governor's Commission on Disability.
- 36.7. The Contractor shall not reduce the current requested staffing patterns based on a proposed implementation of an Electronic Medical Record system.

The remainder of this page is intentionally blank.

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

1. Signature Page

The Vendor proposes to provide Health Services Professional 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.

AUTHORIZED SIGNATURE

DATE

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).

The remainder of this page is intentionally blank.

2. Medical Treatment Service Sections Budget Totals (Budget Sheets):

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.

2.1. Name of the Treatment Section: MEDICAL SERVICES

2.2. Contract Period Estimated Yearly Costs: (This section is a factor of the price category determinant of the Contract Award.)

2.2.1. Estimated Total Cost Year 1: \$ _____

2.2.2. Estimated Total Cost Year 2: \$ _____

2.2.3. Estimated Total Cost Year 3: \$ _____

2.2.4. Estimated Total Cost Year 4: \$ _____

2.2.5. Contract Period Estimated Total Cost: \$ _____

2.3. Possible Extension Period Yearly Costs: (This section may be considered as a factor of the price category determinant of the Contract Award.)

2.3.1. Estimated Total Cost Year 5: \$ _____

2.3.2. Estimated Total Cost Year 6: \$ _____

2.3.3. Possible Extension Period Total Cost: \$ _____

2.4. Estimated Staff Budget: *(Attach Vendor Provided Detailed Worksheets Here)*

2.4.1. Proposal for Treatment Section: **MEDICAL SERVICES**

2.4.2. Position(s) & Quantity:

TITLE	# FTE
Chief Medical Officer	1.0
Staff Physician	1.3
Total	2.3

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

2.4.3. Definitions:

2.4.3.1. Compensation: Salaries and Benefits (indicate merit increases in your proposals by percentages).

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

2.4.3.3. Travel Expense: Mileage Reimbursement (maximum of current IRS standard per mile), lodging, meals. Mileage reimbursement will be used for continuing education sessions, meetings as required by NH Department of Corrections, 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.

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

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

2.4.3.6. Indirect Expenses: Preference will be given to Vendors with the lowest indirect cost percentages. NH Department of Corrections is targeting a cap at 12%.

2.5. Proposal for Treatment Section: MEDICAL SERVICES

2.5.1. Position(s): Chief Medical Officer (1.0 FTE)

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
Estimated Expenses Per Position							
Compensation:							
Salaries (_____% represents how much of a merit increase)							
Benefits (_____%)							
Total Compensation							
Other Direct Expenses:							
Travel (mileage, lodging, and meals)							
Program Support							
Recruitment							
Indirect Costs (_____%)							
Total Expenses							

2.5.2. Position(s): Staff Physician (1.3 FTE)

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
Estimated Expenses Per Position							
Compensation:							
Salaries (_____% represents how much of a merit increase)							
Benefits (_____%)							
Total Compensation							
Other Direct Expenses:							
Travel (mileage, lodging, and meals)							
Program Support							
Recruitment							
Indirect Costs (_____%)							
Total Expenses							

2.5.3. Medical Services Budget Totals:

Year of Contract (Add 2.5.1 to 2.5.2.)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
Estimated Expenses Per Position							
Compensation:							
Salaries (_____% represents how much of a merit increase)							
Benefits (_____%)							
Total Compensation							
Other Direct Expenses:							
Travel (mileage, lodging, and meals)							
Program Support							
Recruitment							
Indirect Costs (_____%)							
Total Expenses							

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2.6. Medical On-Call Schedule and Estimated Budget (Budget Sheets):

Contract Period Estimated Yearly Costs: (This section is a factor of the price category determinant of the Contract Award.)

2.6.1. Year 1

Monday - Friday: 16 hrs/day for 251 weekdays (non-holiday)
Weekends/Holidays: 24 hrs/day for 104 weekend days and 10 Holidays
Call Backs: Historically, 1 Call Back a month \$_____/Call Back
Yearly Total: Year 1 (**July 1, 2012 through June 30, 2013**): \$_____

2.6.2. Year 2

Monday - Friday: 16 hrs/day for 251 weekdays (non-holiday)
Weekends/Holidays: 24 hrs/day for 104 weekend days and 10 Holidays
Call Backs: Historically, 1 Call Back a month \$_____/Call Back
Yearly Total: Year 2 (**July 1, 2013 though June 30, 2014**): \$_____

2.6.3. Year 3

Monday - Friday: 16 hrs/day for 251 weekdays (non-holiday)
Weekends/Holidays: 24 hrs/day for 104 weekend days and 10 Holidays
Call Backs: Historically, 1 Call Back a month X \$_____/Call Back
Yearly Total: Year 3 (**July 1, 2014 through June 30, 2015**): \$_____

2.6.4. Year 4

Monday - Friday: 16 hrs/day for 251 weekdays (non-holiday)
Weekends/Holidays: 24 hrs/day for 104 weekend days and 10 Holidays
Call Backs: Historically, 1 Call Back a month X \$_____/Call Back
Yearly Total: Year 4 (**July 1, 2015 though June 30, 2016**): \$_____

Possible Extension Period Yearly On-Call Costs: (This section may be considered as a factor of the price category determinant of the contract award.)

2.6.5. Year 5

Monday - Friday: 16 hrs/day for 251 weekdays (non-holiday)
Weekends/Holidays: 24 hrs/day for 104 weekend days and 10 Holidays
Call Backs: Historically, 1 Call Back a month X \$_____/Call Back
Yearly Total: Year 5 (**July 1, 2016 though June 30, 2017**): \$_____

2.6.6. Year 6

Monday - Friday: 16 hrs/day for 251 weekdays (non-holiday)
Weekends/Holidays: 24 hrs/day for 104 weekend days and 10 Holidays
Call Backs: Historically, 1 Call Back a month X \$_____/Call Back
Yearly Total: Year 6 (**July 1, 2017 though June 30, 2018**): \$_____

3. Dental Treatment Service Sections Budget Totals (Budget Sheets):

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 the Treatment Section: DENTAL SERVICES

3.2. Contract Period Estimated Yearly Costs: (This section is a factor of the price category determinant of the Contract Award.)

3.2.1. Estimated Total Cost Year 1: \$ _____

3.2.2. Estimated Total Cost Year 2: \$ _____

3.2.3. Estimated Total Cost Year 3: \$ _____

3.2.4. Estimated Total Cost Year 4: \$ _____

3.2.5. Contract Period Estimated Total Cost: \$ _____

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: \$ _____

3.3.2. Estimated Total Cost Year 6: \$ _____

3.3.3. Possible Extension Period Total Cost: \$ _____

3.4. Estimated Staff Budget: *(Attach Vendor Provided Detailed Worksheets Here)*

3.4.1. Proposal for Treatment Section: **DENTAL SERVICES**

3.4.2. Position(s) & Quantity:

TITLE	# FTE
Chief Dental Officer	1.0
Oral Surgeon	.2
Staff Dentist	2.4
Hygienists	1.15
Dental Officer Manager	1.0
Dental Assistants	4.6
Total	10.35

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

3.4.3. Definitions:

3.4.3.1. Compensation: Salaries and Benefits (indicate merit increases in your proposals by percentages).

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

3.4.3.3. Travel Expense: Mileage Reimbursement (maximum of current IRS standard per mile), lodging, meals. Mileage reimbursement will be used for continuing education sessions, meetings as required by NH Department of Corrections, 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.

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

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

3.4.3.6. Indirect Expenses: Preference will be given to Vendors with the lowest indirect cost percentages. NH Department of Corrections is targeting a cap at 12%.

3.5. Proposal for Treatment Section: DENTAL SERVICES

3.5.1. Position(s): Chief Dental Officer (1.0 FTE)

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
Estimated Expenses Per Position							
Compensation:							
Salaries (_____% represents how much of a merit increase)							
Benefits (_____%)							
Total Compensation							
Other Direct Expenses:							
Travel (mileage, lodging, and meals)							
Program Support							
Recruitment							
Indirect Costs (_____%)							
Total Expenses							

3.5.2. Position(s): Oral Surgeon (0.2 FTE)

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
Estimated Expenses Per Position							
Compensation:							
Salaries (_____% represents how much of a merit increase)							
Benefits (_____%)							
Total Compensation							
Other Direct Expenses:							
Travel (mileage, lodging, and meals)							
Program Support							
Recruitment							
Indirect Costs (_____%)							
Total Expenses							

3.5.3. Positions(s): Staff Dentist (2.4 FTE)

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
Estimated Expenses Per Position							
Compensation:							
Salaries (_____% represents how much of a merit increase)							
Benefits (_____%)							
Total Compensation							
Other Direct Expenses:							
Travel (mileage, lodging, and meals)							
Program Support							
Recruitment							
Indirect Costs (_____%)							
Total Expenses							

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3.5. Proposal for Treatment Section: DENTAL SERVICES Continued

3.5.4. Position(s): Hygienist (1.15 FTE)

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
Estimated Expenses Per Position							
Compensation:							
Salaries (_____% represents how much of a merit increase)							
Benefits (_____%)							
Total Compensation							
Other Direct Expenses:							
Travel (mileage, lodging, and meals)							
Program Support							
Recruitment							
Indirect Costs (_____%)							
Total Expenses							

3.5.5. Position(s): Dental Office Manager (1.0 FTE)

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
Estimated Expenses Per Position							
Compensation:							
Salaries (_____% represents how much of a merit increase)							
Benefits (_____%)							
Total Compensation							
Other Direct Expenses:							
Travel (mileage, lodging, and meals)							
Program Support							
Recruitment							
Indirect Costs (_____%)							
Total Expenses							

3.5.6. Positions(s): Dental Assistants (4.6 FTE)

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
Estimated Expenses Per Position							
Compensation:							
Salaries (_____% represents how much of a merit increase)							
Benefits (_____%)							
Total Compensation							
Other Direct Expenses:							
Travel (mileage, lodging, and meals)							
Program Support							
Recruitment							
Indirect Costs (_____%)							
Total Expenses							

3.5. Proposal for Treatment Section: DENTAL Continued

3.5.7. Dental Services Budget Totals:

Year of Contract (Add 3.5.1 through 3.5.6.)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
Estimated Expenses Per Position							
Compensation:							
Salaries (_____% represents how much of a merit increase)							
Benefits (_____%)							
Total Compensation							
Other Direct Expenses:							
Travel (mileage, lodging, and meals)							
Program Support							
Recruitment							
Indirect Costs (_____%)							
Total Expenses							

4. Medical Record Service Sections Budget Totals (Budget Sheets):

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

4.1. Name of the Service Section: MEDICAL RECORD SERVICES

4.2. Contract Period Estimated Yearly Costs: (This section is a factor of the price category determinant of the Contract Award.)

4.2.1. Estimated Total Cost Year 1: \$ _____

4.2.2. Estimated Total Cost Year 2: \$ _____

4.2.3. Estimated Total Cost Year 3: \$ _____

4.2.4. Estimated Total Cost Year 4: \$ _____

4.2.5. Contract Period Estimated Total Cost: \$ _____

4.3. Possible Extension Period Yearly Costs: (This section may be considered as a factor of the price category determinant of the Contract Award.)

4.3.1. Estimated Total Cost Year 5: \$ _____

4.3.2. Estimated Total Cost Year 6: \$ _____

4.3.3. Possible Extension Period Total Cost: \$ _____

4.4. Estimated Staff Budget: *(Attach Vendor Provided Detailed Worksheets Here)*

4.4.1. Proposal for Service Section: **MEDICAL RECORDS SERVICES**

4.4.2. Position(s) & Quantity:

TITLE	# FTE
Medical Record Supervisor	1.0
Medical Record Technician	5.2
Total	6.2

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

4.4.3. Definitions:

4.4.3.1. Compensation: Salaries and Benefits (indicate merit increases in your proposals by percentages).

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

4.4.3.3. Travel Expense: Mileage Reimbursement (maximum of current IRS standard per mile), lodging, meals. Mileage reimbursement will be used for continuing education sessions, meetings as required by NH Department of Corrections, 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.

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

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

4.4.3.6. Indirect Expenses: Preference will be given to Vendors with the lowest indirect cost percentages. NH Department of Corrections is targeting a cap of 12%.

4.5. Proposal for Services Section: MEDICAL RECORD SERVICES

4.5.1. Position(s): Medical Record Supervisor (1.0 FTE)

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
Estimated Expenses Per Position							
Compensation:							
Salaries (_____% represents how much of a merit increase)							
Benefits (_____%)							
Total Compensation							
Other Direct Expenses:							
Travel (mileage, lodging, and meals)							
Program Support							
Recruitment							
Indirect Costs (_____%)							
Total Expenses							

4.5.2. Position(s): Medical Record Technician (5.2 FTE)

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
Estimated Expenses Per Position							
Compensation:							
Salaries (_____% represents how much of a merit increase)							
Benefits (_____%)							
Total Compensation							
Other Direct Expenses:							
Travel (mileage, lodging, and meals)							
Program Support							
Recruitment							
Indirect Costs (_____%)							
Total Expenses							

4.5.3. Medical Record Services Budget Totals:

Year of Contract (Add 4.5.1 to 4.5.2.)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
Estimated Expenses Per Position							
Compensation:							
Salaries (_____% represents how much of a merit increase)							
Benefits (_____%)							
Total Compensation							
Other Direct Expenses:							
Travel (mileage, lodging, and meals)							
Program Support							
Recruitment							
Indirect Costs (_____%)							
Total Expenses							

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5. Nursing Treatment Service Sections Budget Totals (Budget Sheets):

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.

5.1. Name of the Treatment Section: NURSING SERVICES

5.2. Contract Period Estimated Yearly Costs: (This section is a factor of the price category determinant of the Contract Award.)

5.2.1. Estimated Total Cost Year 1: \$ _____

5.2.2. Estimated Total Cost Year 2: \$ _____

5.2.3. Estimated Total Cost Year 3: \$ _____

5.2.4. Estimated Total Cost Year 4: \$ _____

5.2.5. Contract Period Estimated Total Cost: \$ _____

5.3. Possible Extension Period Yearly Costs: (This section may be considered as a factor of the price category determinant of the Contract Award.)

5.3.1. Estimated Total Cost Year 5: \$ _____

5.3.2. Estimated Total Cost Year 6: \$ _____

5.3.3. Possible Extension Period Total Cost: \$ _____

5.4. Estimated Staff Budget: *(Attach Vendor Provided Detailed Worksheets Here)*

5.4.1. Proposal for Treatment Section: **NURSING SERVICES**

5.4.2. Type of Nursing Discipline by Service Schedule,* Duty & Quantity: (to be completed by the Vendor)

5.4.3. Type of Discipline: Director of Nursing (DON), Advanced Practice Registered Nurse (APRN), Nurse Manager (NM), Registered Nurse (RN), Licensed Practical Nurse (LPN) and other Nursing/Medical Disciplines (Other).

5.4.4. Total Positions Allocated to Facility: _____

Facility	DON	APRN	NM	RN	LPN	Other	Other	Total Quantity of FTE/Positions by Facility
Please indicate the amount of FTEs to the corresponding Discipline and Facility below								
NCF								
NHSP-M								
SPU/RTU								
NHSP-W								
Sub-Total FTE/Position by Discipline								

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

5.4.5. Definitions:

5.4.5.1. Compensation: Salaries and Benefits (indicate merit increases in your proposals by percentages).

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

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- 5.4.5.3. Travel Expense: Mileage Reimbursement (maximum of current IRS standard per mile), lodging, meals. Mileage reimbursement will be used for continuing education sessions, meetings as required by NH Department of Corrections, 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.
- 5.4.5.4. Program Support: All expenses related to treatment materials such as software, reference books and other clinically necessary tools.
- 5.4.5.5. Recruitment Costs: Costs associated with advertisements and expenses related to relocation of new recruits.
- 5.4.5.6. Indirect Expenses: Preference will be given to Vendors with the lowest indirect cost percentages. NH Department of Corrections is targeting a cap of 12%

5.5. Proposal for Treatment Section: NURSING SERVICES

5.5.1. Position(s): Director of Nursing (1.0 FTE)

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
Estimated Expenses Per Position							
Compensation:							
Salaries (____% represents how much of a merit increase)							
Benefits (____%)							
Total Compensation							
Other Direct Expenses:							
Travel (mileage, lodging, and meals)							
Program Support							
Recruitment							
Indirect Costs (____%)							
Total Expenses							

5.5.2. Position(s): Advanced Practice Registered Nurse (4.0 FTE)

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
Estimated Expenses Per Position							
Compensation:							
Salaries (____% represents how much of a merit increase)							
Benefits (____%)							
Total Compensation							
Other Direct Expenses:							
Travel (mileage, lodging, and meals)							
Program Support							
Recruitment							
Indirect Costs (____%)							
Total Expenses							

5.5.3. Positions(s): Nurse Managers (4.0 FTE)

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
Estimated Expenses Per Position							
Compensation:							
Salaries (____% represents how much of a merit increase)							
Benefits (____%)							
Total Compensation							
Other Direct Expenses:							
Travel (mileage, lodging, and meals)							
Program Support							
Recruitment							
Indirect Costs (____%)							
Total Expenses							

5.5. Proposal for Treatment Section: NURSING SERVICES Continued

5.5.4. Position(s): Registered Nurses (FTE)

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
Estimated Expenses Per Position							
Compensation:							
Salaries (_____% represents how much of a merit increase)							
Benefits (_____%)							
Total Compensation							
Other Direct Expenses:							
Travel (mileage, lodging, and meals)							
Program Support							
Recruitment							
Indirect Costs (_____%)							
Total Expenses							

5.5.5. Position(s): Nursing Discipline (FTE)

Year of Contract	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
Estimated Expenses Per Position							
Compensation:							
Salaries (_____% represents how much of a merit increase)							
Benefits (_____%)							
Total Compensation							
Other Direct Expenses:							
Travel (mileage, lodging, and meals)							
Program Support							
Recruitment							
Indirect Costs (_____%)							
Total Expenses							

5.5.6. Nursing Services Budget Totals

Year of Contract (Add 5.5.1. through 5.5.5.)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
Estimated Expenses Per Position							
Compensation:							
Salaries (_____% represents how much of a merit increase)							
Benefits (_____%)							
Total Compensation							
Other Direct Expenses:							
Travel (mileage, lodging, and meals)							
Program Support							
Recruitment							
Indirect Costs (_____%)							
Total Expenses							

6. Method of Payment:

- 6.1. Services are to be invoiced monthly commencing thirty (30) days after the start of service. Due dates for monthly invoices will be the 15th following the month in which services are provided.
- 6.2. Invoices shall be sent to the NH Department of Corrections, Director of Medical and Forensic Services, or designee, P.O. Box 1806, Concord, NH 03302 for approval. The "Bill To" address on the invoice shall be: NH Department of Corrections, P.O. Box 1806, Concord, NH 03302-1806.
- 6.3. Once approved, the original invoices shall be sent to the Department's Bureau of Financial Services for processing and issuance of payment.
- 6.4. The NH Department of Corrections may make adjustments to the payment amount identified on a Contractor's 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.
- 6.5. 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 be itemized by facility and contain the following information:
 - 6.5.1. Invoice date and number;
 - 6.5.2. Facility name and associated Contractor account number (if applicable) representing facility name;
 - 6.5.3. Quantity and number of hours per Health Service Professional and shift associated with services rendered;
 - 6.5.4. Itemized service/product total charge per service/product type.
- 6.6. 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.
- 6.7. The Contractor's shall follow the State's Fiscal Year Calendar for budgeting purpose. Year One (1) shall end on June 30, 2012.
- 6.8. On a quarterly basis the Contractor shall reimburse/refund the NH Department of Corrections due to staffing vacancies.
- 6.9. If any position as identified in the Contractor's staffing pattern remains vacant for more than thirty (30) consecutive days below the required fulfillment percentage requirement as identified in the Performance Evaluation provision of the Scope of Services, Exhibit A, Section 26.11.1. (a.), page 47, the Contractor shall be required to reimburse the NH Department of Corrections on a monthly basis. The reimbursement amount shall be set at 1½ times the hourly wage, Step 8, of a like position determined by the standards of the Department of Administrative Services, Division of Personnel or similarly to the NH Hospital wage classification plus applicable federal taxes and the State's retirement benefits multiplied by the amount of hours per shift for each day the position remains vacant. This reimbursement methodology will compensate the NH Department of Corrections outlay to pay for additional temporary services not provided by the Contractor and/or overtime expenses.

7. Appropriation of Funding

- 7.1. The Contractor shall agree that the funds expended for the purposes of the Contract must be appropriated by the General Court of the State of New Hampshire for each State fiscal year included within the Contract period. Therefore, the Contract shall automatically terminate without penalty or termination costs if such funds are not fully appropriated.
 - 7.1.1. In the event that funds are not fully appropriated for the Contract, the Contractor 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.
 - 7.1.2. The requirements stated in this paragraph shall apply to any amendments, thereof, or the execution of any option to extend the Contract.

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.

RSVP: LETTER OF INTENT TO ATTEND VENDOR'S CONFERENCE
NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS
DIVISION OF MEDICAL AND FORENSIC SERVICES

Required Letters of Intent to attend Vendor's Conference must be received at the NH Department of Corrections by the deadline below:

Check	Description	Deadline
<input type="checkbox"/>	Letter of Intent for Vendors Conference	No later than 10:00AM, EST on March 14, 2012

Letters of Intent can be faxed to 603-271-5639 and/or e-mailed to: jleeka@nhdoc.state.nh.us

To: NH Department of Corrections
 Division of Medical & Forensic Services
 Operations Administrator
 105 Pleasant Street
 Concord, NH 03301

Re: Letter of Intent for RFP NHDOC 12-07-GFMED

APPLICANT INFORMATION

<i>Legal Name of Agency:</i>	
<i>Officer Authorized to Sign a Contract:</i>	
<i>Street Address:</i>	
<i>City, State and Zip Code:</i>	
<i>Telephone:</i>	
<i>Fax:</i>	
<i>E-mail address:</i>	
<i>Contact Person and Title:</i>	

I understand that proposals are due by 2:00 PM, EST on 4/6/2012 and will not be accepted after that time.

_____ (to be signed by contact person listed above).

Please indicate below the RFP Number, RFP Name and Location of Service(s) for which your agency intends to submit a proposal(s) for:

RFP Number:	RFP Name:	Location of Service(s):

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