NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

REQUEST FOR PROPOSAL

NHDOC RFP 14-06-GFMED

On-Site Clinical Laboratory Services

ISSUE DATE: March 13, 2014

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF CORRECTIONS

DIVISION OF ADMINISTRATION

P.O. BOX 1806

CONCORD, NH 03302-1806

603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner

Bob Mullen
Director

Request for Proposal (RFP)
Terms and Conditions

March 13, 2014

RFP Title: On-Site Clinical Laboratory Services
RFP Number: NHDOC 14-06-GFMED
RFP Due Date: April 25, 2014, 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), Special Housing Unit (SHU), Shea Farm, Community Corrections, Concord, NH and NH State Prison for Women (NHSP-W), Goffstown, NH.

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

This mission is supported through contracts with non-profit corporations; public corporations; public agencies (agency or department of municipal, county or state government); or by private proprietorships, partnerships or corporations; or a consortium of public, non-profit and private entities, that are awarded contracts through the State of New Hampshire Request for Proposals process. These entities are herein after known as the "Vendor," "Respondent," "Contractor" or "Bidder."

SECTION A: Terms, Conditions and Procedures for Submitting Proposals

1. **Brief Description:**
   Attached is a Request for Proposal and Contract format for the provision of On-Site Clinical Laboratory Services for the New Hampshire Department of Corrections (herein known as the "NHDOC," "State," "Corrections" or "Department").

2. **Performance Period:**
   A Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning June 1, 2014 or upon approval of the Governor and Executive Council (G&C) of the State of New Hampshire whichever is later through June 30, 2016, with an option to renew for one (1) 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 to seek on-site clinical laboratory services for the inmate/patient population of the 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), Special Housing Unit (SHU), Shea Farm, Community Corrections, Concord, NH and NH State Prison for Women (NHSP-W), Goffstown, NH. Clinical laboratory services are a critical and necessary component of the overall NH Department of Corrections healthcare delivery system.

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

4. Outline of Minimum Required Services:

4.1. Tests as identified in the Exhibit B, Clinical Laboratory Fee Schedule.

4.2. Tests that the Vendor may/can provide that is not listed in the Exhibit B, Fee Schedule.

4.3. Specific NH Department of Corrections Specialty Laboratory Panels for chronic care management and admissions to include (see Exhibit A-1, NH Department of Corrections, Specialty Laboratory Panels, page 28):

- 4.3.1. Chronic Care Panel 1: (♂&♀, All Ages: Diabetes: CMP and Hgb A1c);
- 4.3.2. Chronic Care Panel 2: (♂&♀, All Ages: Diabetes + Lipids: CMP and Hgb A1c and Lipid Panel);
- 4.3.3. Chronic Care Panel 3: (♂&♀, All Ages: Hyperlipidemia; CMP, Lipid Panel);
- 4.3.4. Admission Panel 1: (♂ < 40: CMP, Lipid Panel, RPR);
- 4.3.5. Admission Panel 2: (♂ > 40: CMP, Lipid Panel, RPR, TSH);
- 4.3.6. Admission Panel 3: [♀ < 40: CMP, Lipid Panel, RPR, Serum HCG Qualitative (Serum Pregnancy Test, Qualitative)];
- 4.3.7. Admission Panel 4: Admission Panel 4: [♀40-50: CMP, Lipid Panel, RPR, TSH, Serum HCG Qualitative (Serum Pregnancy Test, Qualitative)];
- 4.3.8. Admission Panel 5: (♀ > 50: CMP, Lipid Panel, RPR, TSH;
- 4.3.9. Admission Panel 6: [SPU/RTU: (♂, All Ages: CMP, Lipid Panel, RPR, TSH, CBC w/Diff/Plts)];
- 4.3.10. Admission Panel 7: [SPU/RTU (♀ < 50: CMP, Lipid Panel, RPR, TSH, CBC w/Diff/Plts, Serum HCG Qualitative (Serum Pregnancy Test, Qualitative)]; and
- 4.3.11. Admission Panel 8: [SPU/RTU (♀ > 50: CMP, Lipid Panel, RPR, TSH, CBC w/Diff/Plts)].

4.4. Provide any other tests required on an as needed basis including court ordered tests and those required by NH State Law.

- 4.4.1. Retrieval of samples/specimens from the NH Department of Corrections.

4.5. Provide Phlebotomy services that covers all applicable NH Department of Corrections facilities to include but not limited to:
   4.5.1. Venipuncture services; and
   4.5.2. Specimen collection time and training.
   4.5.3. Provide comprehensive phlebotomy services immediately and to all applicable NH Department of Corrections facilities/sites as identified in the Terms and Conditions, Statement of Purpose, Section Three (3).
   4.5.4. Phlebotomy services shall be comprehensive to include coverage of requested hours as well as the ability to maintain contracted service coverage in cases of sickness, vacation, vacancy of positions, etc. of assigned phlebotomy Vendor staff.

4.6. Provide laboratory data via a bidirectional interoperability interface with an Electronic Health Record (EHR) system.

4.7. Vendors shall adhere to the provision of RSA 623-C:2, pursuant to RSA 151, where the NH Department of Corrections shall pay no more than one hundred ten percent (110%) of the Medicare allowable rate. Vendors shall utilize the 2014 Centers of Medicare & Medicaid Services (CMS) Laboratory Fee Schedule detailed in Exhibit B.

5. 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.

5.1. Inquires shall be received no later than 2:00PM EST on March 28, 2014.

5.2. Inquires received will be addressed only if they are deemed by the NH Department of Corrections to be critical to the bid process. No inquiries will be accepted after 2:00PM on March 28, 2014.

5.3. 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:

NH Department of Corrections
Medical Operations Administrator
P.O. Box 1806
Concord, NH 03302
Tel: (603) 271-5665
Fax: (603) 271-5639
jleeka@nhdoc.state.nh.us

6. NH Department of Corrections Response Date for Vendor Inquiries:

An official written answer to all written inquiries, received meeting the requirements found in Section Seven (7), Proposal Inquires, will be posted on the NH Department of Corrections website: http://www.nh.gov/nhdoc/business/rfp.html on or prior to April 4, 2014.

7. Vendor Conference: (NOT APPLICABLE)

8. Facility Tours: (NOT APPLICABLE)

9. Specifications:

Vendors must submit proposals as specified. Vendors shall be notified in writing if any changes to the proposal specifications are made. Verbal agreements or instructions from any source 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. Submit **two (2) original** and complete Proposals, to include, Cover Page, Cover Letter, Proposal Cover Sheet, Initialed Terms and Conditions, P-37, Initialed Exhibit A, B & C, Certificate of Good Standing, Authority/Vote and Insurance, Comprehensive General Liability Insurance Acknowledgment Form; Health Insurance Portability and Accountability Act (HIPAA) Form, Prison Rape Elimination Act (PREA) Form Administrative Rules, Rules of Conduct and Confidentiality of Information Forms; Professional Licensures and/or Certifications, List of Board of Directors, List of Key Personnel and Salaries and Resumes (if applicable); Alternate W-9 Form; Statement of Financial Stability; Qualitative References; Non-Disclosure of Right To Know Letter; FBI CJIS Addendum and any applicable required pages, signed and initialed as appropriate on each page in **blue ink**. The original copies **shall** be typed or clearly printed in **black ink**. The contract signatory must initial all corrections.

10.1.2. In addition, submit **two (2) photocopies,** fully executed, and **one (1) CD** of the proposal.

10.1.3. Proposals **must be sealed** or they shall not be accepted.

10.1.4. **Do not staple** any part of the proposals. **Do not use three (3) ring binders** for any part of the proposals.

10.1.5. Please use only binder clips to secure and/or separate sections of the proposals.

10.1.6. **Sealed proposals shall follow the sequence of the Proposal Check Sheet.**

10.1.7. Proposals shall be submitted by the prospective Vendor and received by the NH Department of Corrections no later than 2:00PM EST on **April 25, 2014** to be considered.

10.1.8. **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. Technically Non-Compliant:

10.2.1. Proposals that are not complete (omission of requested proposal documents) or unsigned shall be considered "technically non-compliant";

10.2.2. Absence of any documentation identified in the Proposal Check Sheet shall be considered "technically non-compliant";

10.2.3. Any alterations to the text or format of the RFP, addendum or attachment to this document; and

10.2.4. Proposals that may be deemed ambiguous to the NH Department of Corrections during the evaluation process.

10.3. Technically Non-Responsive:

10.3.1. Proposals received after the deadline shall be considered "technically non-responsive." If a proposal is received after the deadline, the NH Department of Corrections may notify the Bidder and send the proposal back to the prospective Vendor unopened and unevaluated.

10.3.2. If a partial service proposal is received, it shall be considered "technically non-responsive" and the NH Department of Corrections may notify the Bidder.

10.4. 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:

10.4.1. ***Executive Summary*** (not to exceed 2 pages) – Briefly summarize an overview of the organization (including any networks or subcontractors to be involved) to include type of current clinical laboratory services being provided and length of time.

10.4.2. ***Organizational Capability*** (not to exceed 5 pages) – Describe the overall mission 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 organization's experience and capability to meet the goals, objectives and priorities required services as described in Exhibit A, Scope of Services. This shall include: a) its overall capability and availability to perform the required services; b) demostration of current phlebotomy service system; c) qualified and certified phlebotomy staffing personnel; d) accurate laboratory results using industry standard turnaround time; e) ability to format and provide laboratory reports adhering to NH Department of Corrrections specifications; f) demonstration of correctional experience.

10.4.3. ***Program Structure/Plan of Operation Narrative*** (not to exceed 5 pages) – Describe the organization's approach to provide services as specified in the RFP. This narrative should describe, concisely and completely, exactly how the services shall operate and how the organization shall carry out the required services as described in the Exhibit A, Scope of Services.

- At a minimum, this section shall demonstrate: a) the organization's technical knowlede, expertise and ability to meet the specifications state in Exhibit A, Scope of Services; b) laboratory credentialing: licensing, certifications & accreditation; c) ability and immediate availability, inclusive of phlebotomy services, on how the organization could cooperate with other entities to provide a thirty (30) day transition without a break in services; d) ability to provide laboratory data via a bidirectional, interoperable, interface with a EHR systerm.

10.4.4. ***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 one (1) of boxes below submitted with your Proposal:

Check	Description
☐	a copy of the organization's most recent full set of financial statements
☐	a copy of the organization's audited set of financial statements from an independent Certified Public Accountant (CPA) firm

10.4.5. ***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 providing similar clinical laboratory services.

The Vendor shall grant the NH Department of Corrections permission to contact the references upon submission of reference information. Please provide the following information for each reference:

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

10.5. Order of Required RFP Documents: Please submit the required RFP documents in the order specified in the Proposal Check Sheet, pages 14-16.

10.6. Format Requirements:

10.6.1.	Front Style	…….	11 Point, Times New Roman
10.6.2.	Line Spacing	…….	Single
10.6.3.	Text Justification	…….	Flush left
10.6.4.	Margins	…….	One inch all around
10.6.5.	Tabs	…….	Do not include section tabs
10.6.6.	Binding	…….	Do not bind, staple or 3-hole punch

10.7. Labeling and Addressing Proposal: Please clearly mark the outside of your envelope ***RFP 14-06-GFMED On-Site Clinical Laboratory Services***. Proposals must be received (not simply post-marked) by the NH Department of Corrections, Financial Services, Contract Administrator, P.O. Box 1806, Concord, NH 03302-1806 or hand delivered to Room 322, 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 25, 2014 at 2:00PM EST**, to be considered.

10.7.1. For overnight carrier deliveries the Vendor shall address the overnight carrier label as such: NH Department of Corrections, Financial Services, Contract Administrator, 105 Pleasant Street, 3rd Floor, Room 322, Main Building, Concord, NH 03301, referencing telephone extension 603-271-7602.

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 NH Department of Corrections may notify the Bidder.

11.1. Partial service proposals shall not be accepted. All proposals shall be submitted for the full scope of services being requested within the RFP.

11.2. If a partial service proposal is received, it shall be considered “technically non-responsive” and the Bidder may be notified by the NH Department of Corrections.

11.3. If an unsigned proposal is received in response to the RFP, the Bidder will be notified by the NH Department of Corrections and shall be considered “technically non-compliant”.

11.4. 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.

11.5. 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 contain 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), Prison Rape Elimination Act (PREA), Public Law 108-79 Prison Rape Elimination Act of 2003, Federal Register 28 CFR Part 115, National Standards to Prevent, Detect and Respond to Prison Rape, 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, FBI CJIS Security Policy, Version 5, and Criminal Justice Information Systems, Part 20 and Administrative Rules, Rules of Conduct and Confidentiality of Information Agreement are located as a separate link on the New Hampshire Department of Corrections website: http://www.nh.gov/nhdoc/business/rfp.html.

15. Cancellation:

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

16. Financial Commitment:

Financial commitment by the NH Department of Corrections shall not occur until 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. If 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; and
17.5. Fails to reach agreement with NH Department of Corrections on any and all Contract terms.

18. Other 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 (2) remedies.

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

19.1. If the 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.

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. Vendor should be 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 submitted proposal, 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, 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.

29.4. 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* (BAFO) 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 NH Department of Corrections would provide the Vendor(s) the opportunity to amend or change its original proposal to make it more acceptable to the State. The NH Department of Corrections reserves the right to exercise this option.

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 committee 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 (1) Contract resulting from the 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 (1) respondent. If concurrent negotiations with more than one (1) respondent are required, a Contract award may result from 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. Organizational Capability;
33.5.3. Program Structure/Plan of Operation;
33.5.4. Financial Statements; and

33.5.5. Qualitative 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.

34. Scoring of Evaluation Criteria:

34.1. Table of Scoring Criteria:

Category	Total Points Per Category
34.1.1. Total Estimated Cost: (400 Points) 34.1.1.1. Cost Effective Rates: • Clinical Laboratory Fee Schedule (Exhibit B, 2014 CMS Lab Fee Schedule) Adhering to RSA 623-C) (200 points) • Phlebotomy Services (training and collection time of samples/specimens) Inclusive of Contractor's Unit Cost (200 points)	400
34.1.2. Organizational Capability: (300 Points)	300
34.1.2.1. Capability to Perform Services: • Demonstration of Current & Organized Phlebotomy System with Sufficient Staffing (75 points) • Qualified & Certified Phlebotomy Staffing Personnel/Resources (75 points) • Provide Accurate Laboratory Results Using Industry Standards Turnaround Time (50 points) • Ability to Format and Provide Laboratory Reports Adhering to NHDOC Specifications (Scope of Services, Exhibit A, Section 7-9) (50 points) 34.1.2.2 Correctional Experience: (50 points)	
34.1.3. Program Structure/Plan of Operation: (250 Points)	250
34.1.3.1. Technical Approach to Performance: • Laboratory Credentialing: Licensing, Certified & Accredited: (25 points) 34.1.3.2. Ability and Immediate Availability: (150 points) • Inclusive of Phlebotomy Services 34.1.3.3. Ability to provide laboratory data via a bidirectional, interoperability, interface with an Electronic Health Record (EHR) system. (75 points)	
34.1.4. Financial Statements: (40 Points)	40
34.1.4.1. Financial Stability: (40 points)	
34.1.5. Qualitative References: (10 Points)	10
Total of all Categories	**1000**

Note: The Financial Stability, Organizational Resources & Capability of contracted Vendor(s) is of great importance to the NH Department of Corrections. A Vendor that does not score at least 30 out of 40 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:

Event #	Description of Event	Date of Event
1	RFP Issued	March 13, 2014
2	Written Inquiries Due	March 28, 2014
3	NHDOC Posts Answers to Inquiries	April 4, 2014
4	RSVP: Attend Vendor Conference	N/A
5	Vendor Conference	N/A
6	Proposals Due	April 25, 2014
7	Presentations of Selected Vendors	TBA, if required
8	Best & Final Offer	TBA, if required
9	Contract Finalization	May, 2014
10	Anticipated Approval by the Governor and Executive Council	June, 2014
11	Expected Services Start Date	June 1, 2014 or upon G&C Approval, whichever is later

Note: The NH Department of Corrections, with the exception of Event # 6: "Proposals Due", may alter the above Table of Events and Important Dates at any time. 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 Date*.

36. Procedures for Proposal Selection and Notification:

36.1. A letter of selection may be sent to the Vendors who submitted proposals that are selected. The Scope of Services and Budget for the proposed Contract may be negotiated based upon the merit of the proposal, as evaluated by the proposal evaluation committee, availability of funding and conditions of the award.

36.2. The NH Department of Corrections expects to contract with one (1) Vendor to provide the needed services. The NH Department of Corrections may also require a Vendor to make appropriate linkages, or, collaborate 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 licensures and/or certifications.

37.5. Financial responsibility for preparation of proposals is the sole responsibility of the Vendor.

37.6. The successful Vendor, and/or sub vendors, shall be solely responsible for meeting all terms and conditions specified in the RFP, their proposal, resulting Contract and any renewals thereof.

PROPOSAL FOR: The provision of On-Site Clinical Laboratory Services for the NH Department of Corrections (locations listed in Terms & Conditions and Scope of Services, Exhibit A) to contract with one (1) Vendor for the breadth of the services in this RFP. Partial proposals of services for any Correctional Facility locations shall not be accepted.

RFP NUMBER: NHDOC 14-06-GFMED

LOCATION OF SERVICES:

Northern NH Correctional Facility (NCF)	Southern NH Correctional Facilities: NHSP-M, SPU/RTU, SHU, Shea Farm, Community Corrections, NHSP-W

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)**_____

11. URL: _____

FORMAT FOR SUBMISSION: Vendors shall submit two (2) original and completed proposals in response to this RFP. The originals shall be signed in blue ink. These originals must be typed or clearly printed in **black ink**. All corrections shall be initialed by the contract signatory. Submit two (2) copies of the original Proposal and one (1) CD. Proposals that are not completed or unsigned may be considered "technically non-compliant." Any proposal(s) received after the deadline may be considered "technically non-responsive" and the NH Department of Corrections may notify the Vendor 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;
  - Vendor's Organizational Name; and
  - Submission Date.
- ❑ Cover Letter (see criteria, section 10.1 Instructions, RFP Documents, Format and Labeling of Proposal Submissions within the RFP);
  - Executive Summary;
  - Organizational Capability; and
  - Program Structure/Plan of Operation.
- ❑ Proposal Cover Sheet (please use the previous page for this document);
- ❑ Initialed Terms and Conditions;
- ❑ Contract Form P-37, version 1/09 (P-37):
  - 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; and
  - 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.
- ❑ Initialed Exhibit A – Scope of Services;
- ❑ Initialed Exhibit A-1;
- ❑ Initialed Exhibit B – Signature Page;
- ❑ Initialed Exhibit B:
  1. Estimated Budget, Clinical Laboratory Fee Schedule;
  2. Method of Payment;
  3. Fee Structure for Clinical Laboratory Services; and
  4. Appropriation of Funding.
- ❑ Initialed Exhibit C – Special Provisions;
- ❑ Certificate of Good Standing **(not included herein; see instructions on next page);**
- ❑ Certificate of Authority (execute and submit only the one that applies to your entity): (Corporation Certificate of Authority Vote w/ Corporate Seal, Corporation Certificate of Authority Vote with Notary Seal, Partnership Certificate of Authority Vote, Sole Proprietor Certificate of Authority Vote, Limited Liability Company Certificate of Authority Vote).
  - Note: THE NAME OF THE VENDOR'S ORGANIZATION MUST BE WRITTEN ON THE CERTIFICATE OF AUTHORITY AS FOUND ON THE CERTIFICATE OF GOOD STANDING TO INCLUDE D/B/A NAMES OF THE ORGANIZATION, IF APPLICABLE.
  - The Certificate of Authority/Vote authorizes, by position, a representative(s) of your corporation to enter into an agreement or amendment with the State of New Hampshire. This ensures that the person signing the agreement is authorized as of the date he or she is signing it to enter into agreements for that organization with the State of New Hampshire.

The officer's signature must be either notarized or include a corporate seal that confirms the title of the person authorized to sign the agreement. The date the Board officer signs must be on or after the date the amendment is signed. **The date the notary signs must match the date the Board officer signs**.

You may use your own format for the Certificate of Authority/Vote as long as it contains the necessary language to authorize the agreement signatory to enter into agreements and amendments with the State of New Hampshire **as of the date they sign.**

- Source of Authority must come for the **governing body,** either:
  (1) **a majority voted** at a meeting, or
  (2) the body provided **unanimous consent in writing**, or
  (3) the organization's **policy or governing document** (bylaws, partnership agreement, LLC operating agreement) authorizes the person to sign.

- SOURCE OF AUTHORITY WAS IN EFFECT ON DAY AGREEMENT OR AMENDMENT WAS SIGNED

  Certificate must show that the person signing the contract **had authority when they signed the Agreement or Amendment,** either:

  (1) Authority was **granted the same day** as the day the Agreement or Amendment was signed, or
  (2) Authority was **granted after** the day the agreement or amendment was signed and the governing body ratifies and accepts the earlier execution, or
  (3) Authority was **granted prior** to the day the agreement or amendment was signed and it has not been amended or repealed as of the day the contract was signed.

- ❑ 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 VENDOR'S 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 – (HIPAA Business Associate Agreement) (if applicable for requested services);
- ❑ Prison Rape Elimination Act (PREA) Form – (PREA Contractor Acknowledgement Form);
- ❑ Administrative Rules, Rules of Conduct and Confidentiality of Information Forms – (NHDOC Admin Rules, Conduct & Confidentiality of Information);
- ❑ Professional Licenses and/or Certifications;
- ❑ List of Board of Directors and Addresses (**only mandatory** for non-profit organizations);
- ❑ List of Key Personnel and Salaries (**only mandatory** for non-profit organizations – redact all personal information);
- ❑ Resumes (**redact personal information**) or Job Descriptions of all Personnel involved with administering programs;
- ❑ Alternate W-9 Form (W-9 Form Document);
- ❑ Statement of Financial Stability;
- ❑ Qualitative References;
- ❑ Non-Disclosure of Right to Know Information Letter to State Agency, if applicable (See Scope of Services, Exhibit A, Section 24); and
- ❑ Federal Bureau of Investigation Criminal Justice Information Services Security Addendum (FBI CJIS Addendum).

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 "*DOING BUSINESS, RFP RESOURCES*." (Direct link to above document web page: RFP Resources).

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 Floor, 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 an 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)). 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 to (603) 271-5639, care of the Contract Administrator.

- ❑ The Certificate of Insurance must provide the following:
  - Shall designate the State of New Hampshire, 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 Employer's Liability, Professional Liability, Malpractice Liability and Business Owners Policy (if applicable);

The remainder of this page is intentionally blank.

SECTION B: Scope of Services, Exhibit A

1. **Purpose:**
The purpose of this request for proposal is to seek On-Site Clinical Laboratory Services for the inmate/patient population of the 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), Special Housing Unit (SHU), Shea Farm, Community Corrections, Concord, NH and NH State Prison for Women (NHSP-W), Goffstown, NH.

2. **Terms of Contract:**
A Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning June 1, 2014 upon approval of Governor and Executive Council (G&C) whichever is later, through June 30, 2016, with an option to renew for one (1) 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. **Location of Services:**
3.1. Location of Services: NH Department of Corrections Correctional Facilities, which are marked with an "X" below:

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

3.2. The Contractor shall provide the requested On-Site Clinical Laboratory services to inmates/patients of alternative locations in the event that the State relocates its facilities within the State of New Hampshire.
3.3. 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 NH Department of Corrections and the Contractor. The Contractor shall be obligated to continue to provide services to facilities of the NH Department of Corrections even in the event that their geographic location changes.
3.4. Partial Proposals for requested On-Site Clinical Laboratory services for the NH Department of Corrections Correctional Facilities shall not be accepted.
3.5. On-Site Clinical Laboratory Service locations are subject to change for the life of the Contract and any renewals thereof.

4. Current Inmate/Patient/non-Adjudicated Resident Population as of 3/13/2014:

NH Department of Corrections Current Population		
Northern NH Correctional Facility (NCF)	Berlin, NH 03570	642
NH State Prison for Men – (NHSP- M)	Concord, NH 03301	1586
Secure Psychiatric Unit (SPU) / Residential Treatment Unit (RTU)/Special Housing Unit (SHU)	Concord, NH 03301	85
Shea Farm, Community Corrections	Concord, NH 03301	308
NH State Prison for Women – (NHSP-W)	Goffstown, NH 03045	125
Current Inmate/Patient/non-Adjudicated Resident Population:		**2674**

5. Minimum Required Services:

5.1. Minimum Services:

5.1.1. Tests as identified in the Exhibit B, Clinical Laboratory Fee Schedule.

5.1.2. Tests that the Contractor may/can provide that are not listed in the Exhibit B, Fee Schedule.

5.1.3. Specific NH Department of Corrections Specialty Laboratory Panels for chronic care management and admissions to include (see Exhibit A-1, NH Department of Corrections Panels, page 28):

5.1.3.1. Chronic Care Panel 1: (♂&♀, All Ages: Diabetes: CMP and Hgb A1c);

5.1.3.2. Chronic Care Panel 2: (♂&♀, All Ages: Diabetes + Lipids: CMP and Hgb A1c and Lipid Panel);

5.1.3.3. Chronic Care Panel 3: (♂&♀, All Ages: Hyperlipidemia; CMP, Lipid Panel);

5.1.3.4. Admission Panel 1: (♂ < 40: CMP, Lipid Panel, RPR);

5.1.3.5. Admission Panel 2: (♂ > 40: CMP, Lipid Panel, RPR, TSH);

5.1.3.6. Admission Panel 3: [♀ < 40: CMP, Lipid Panel, RPR, Serum HCG Qualitative (Serum Pregnancy Test, Qualitative)];

5.1.3.7. Admission Panel 4: Admission Panel 4: [♀40-50: CMP, Lipid Panel, RPR, TSH, Serum HCG Qualitative (Serum Pregnancy Test, Qualitative)];

5.1.3.8. Admission Panel 5: (♀ > 50: CMP, Lipid Panel, RPR, TSH;

5.1.3.9. Admission Panel 6: [SPU/RTU: (♂, All Ages: CMP, Lipid Panel, RPR, TSH, CBC w/Diff/Plts)];

5.1.3.10. Admission Panel 7: [SPU/RTU (♀ < 50: CMP, Lipid Panel, RPR, TSH, CBC w/Diff/Plts, Serum HCG Qualitative (Serum Pregnancy Test, Qualitative)]; and

5.1.3.11. Admission Panel 8: [SPU/RTU (♀ > 50: CMP, Lipid Panel, RPR, TSH, CBC w/Diff/Plts)].

5.1.4. Provide any other tests required on an as needed basis including court ordered tests and those required by NH State Law.

5.1.5. Retrieval of samples/specimens from the NH Department of Corrections.

5.1.6. Phlebotomist services to include but not limited to:

5.1.6.1. Venipuncture services; and

5.1.6.2. Specimen collection time and training.

5.1.6.3. Provide comprehensive phlebotomy services immediately and to all applicable NH Department of Corrections facilities/sites as identified in the Scope of Services, Exhibit A, Location of Services, Section Three (3).

5.1.6.4. Phlebotomy services shall be comprehensive to include coverage of requested hours as well as the ability to maintain contracted service coverage in cases of sickness, vacation, vacancy of positions, etc. of assigned phlebotomy Contractor staff.

5.1.7. Provide laboratory data via a bidirectional interoperability interface with an Electronic Health Record (EHR) system.

5.1.8. Contractors shall adhere to the provision of RSA 623-C:2, pursuant to RSA 151, where the NH Department of Corrections shall pay no more than one hundred ten percent (110%) of the Medicare allowable rate. Contractors shall utilize the 2014 Centers of Medicare & Medicaid Services (CMS) Laboratory Fee Schedule detailed in Exhibit B.

6. Retrieval Sites of Samples/Specimens:

6.1. The retrieval of samples/specimens from the NH Department of Corrections retrieval sites must be available on a daily basis as part of the service provided by the Contractor.

6.2. Retrieval times are to be determined between the Contractor and each NH Department of Corrections site.

7. Written Laboratory Reports:

7.1. Written lab reports shall to be furnished within twenty-four (24) hours of test completion via fax or other transmittal mechanism as deemed acceptable by the NH Department of Corrections, e.g.: electronic health record, which is to be provided by the Contractor.

7.2. Fax supplies, modem, on line, et cetera, necessary for these transmittals shall be provided by the Contractor. The NH Department of Corrections is currently seeking bids for an Electronic Health Record System. The Contractor selected shall demonstrate the capability to provide data via a bidirectional lab interface with the selected EHR Vendor.

7.3. Final lab test report(s) shall include results of all tests ordered on a single requisition.

7.4. In the event the fax or other transmittal mechanisms are inoperable, the Contractor shall expedite the delivery of final written lab report(s) by courier Monday through Friday.

7.5. The Contractor shall work with the NH Department of Corrections in designing a custom requisition form that includes NH Department of Corrections special panels as described in Section 5.1.3., above. This requisition form will also reflect the Hepatitis and HIV tests utilized by the NH Department of Corrections to ensure uniformity and cost effectiveness.

8. Format of Laboratory Test Results:

8.1. Preferred format of the lab test results shall be a horizontal, left to right format.

8.2. The lab report will provide the inmates/patients full name, inmates/patients number, date of birth, sex, collection date, report date, ordering provider and test results at a minimum.

8.3. The Contractor shall be required to provide a sample copy of a final lab report with the submission of a proposal.

9. Abnormal and Reportable Laboratory Results:

9.1. The Contractor shall report all abnormal lab results as stipulated by the NH Department of Corrections Chief Medical Officer (CMO) telephonically within four (4) hours of completion of the tests.

9.2. The Contractor shall provide a standard Critical/Panic Test Result form for review by the NH Department of Correction CMO. The CMO will modify the standard form to meet the NH Department of Corrections specific standards of care.

9.3. The Contractor shall provide copies of all reportable test results sent to the NH Health and Human Services, Division of Public Health Services.

10. Phlebotomist Services:

10.1. Phlebotomist services shall be provided by the Contractor two (2) times per week (six hours total) for the Northern Correctional Facility (NCF) Berlin, NH; five (5) times per week (fifteen hours total) for the NH State Prison for Men (NHSP-M) to include once (1) a week for the Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU) and once (1) a week at the Special Housing Unit (SHU), Concord, NH.

10.2. The NH Department of Corrections is in the process of constructing a new Women's prison facility on the campus of the NHSP-M. It is anticipated to open in the fall of 2016. For the first two (2) years of the Contract (June 1, 2014 - June 30, 2016) phlebotomy services will be provided by the Contractor one (1) time per week (three hours total) at the NH State Prison for Women (NHSP-W) and Shea Farm (per request one-two times a month). Phlebotomy services for the optional two (2) year Contract extension will require an additional three (3) hours per week on the NHSP-M campus location with the opening of the new women's facility.

10.3. The on-site days of the Phlebotomist shall be determined by the NH Department of Corrections. If the NH Department of Corrections nurses perform venipuncture, there will be no special preparations of the specimen, i.e. no slide preparations or other lab preps such as transfer of specimens from one tube to another.

10.4. Phlebotomist shall be on site for a maximum of three (3) hours per session per site as mutually agreed upon between the Contractor and the NH Department of Corrections.

10.5. Phlebotomist services shall be inclusive of collection time and training.

10.6. Phlebotomist services to include but not limited to:

10.6.1. Venipuncture services;

10.6.2. Specimen collection time and training;

10.6.3. Provide comprehensive phlebotomy services immediately and to all applicable NH Department of Corrections facilities/sites as identified in the Scope of Services, Exhibit A, Location of Services, Section Three (3);

10.6.4. Phlebotomy services shall be comprehensive to include coverage of requested hours as well as the ability to maintain contracted service coverage in cases of sickness, vacation, vacancy of positions, etc. of assigned phlebotomy Contractor staff.

11. Utilization Management Reports:

The Contractor shall provide monthly utilization management reports to the NH Department of Corrections. The reports shall be sorted by variables such as ordering provider, inmate/patient name, inmate/patient number, facility, date of test, test name, test code and test cost.

12. Supplies:

The Contractor shall provide all supplies to include but not limited to safety collection needles necessary for NH Department of Corrections nursing staff to obtain/collect specimens.

13. Venipuncture Training:

The Contractor shall provide venipuncture and specimen collection training as needed for the NH Department of Corrections nursing staff.

14. General Service Provisions:

14.1. Notification of Required Services: The NH Department of Corrections on-site Nurse Coordinator or designee shall contact the Contractor when non-scheduled service for specimen pick up is needed. A list of NH Department of Corrections, Nursing Coordinators will be provided to the Contractor upon awarding the Contract.

14.2. Tools and Equipment: The Contractor must furnish the required tools and equipment necessary to provide the requested services of the Contract. Any Contractor containers, tools and or equipment 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.

14.3. Rules and Regulations: The Contractor agrees to comply with all rules and regulations of the NH Department of Corrections, State of NH RSA's and Federal Public Laws and regulations.

14.4. 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.

14.5. Contractor Employee Information: The Contractor shall be responsible for obtaining a criminal background check to include finger printing on all potential employees assigned by the Contractor and/or subcontractors to provide services to NH Department of Corrections. Upon award of a Contract, the NH Department of Corrections will notify the selected Contractor the procedures to obtain background checks and fingerprinting. Contractor and/or subcontractor employee hiring status shall be contingent upon receipt of a criminal background check and fingerprinting report(s), from the NH Department of Safety, and procedural review of said reports by the NH Department of Corrections.

14.5.1. Names, Date of Birth (DOB) and Social Security Number of all Contractor assigned employees shall be submitted to the Medical Operations Adminsitrator at least seven (7) days before the persons are to work on-site. This rule shall apply for any Contractor employee that are assigned to work at any NH Department of Corrections facility. This rule shall apply for the duration of the Contract and any renewals thereof.

14.5.2. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks and fingerprinting reports of all potential Contractor and/or subcontractor employees to determine eligibility status.

14.5.3. The NH Department of Corrections will notify the Contractor of any potential Contractor/and or subcontractor employee who does not comply with the criteria identified in Paragraph 14.5.4., below.

14.5.4. In addition, the Contractor and/or subcontractor shall not be able to hire employees meeting the following criteria:

- Individuals convicted of a felony shall not be permitted to provided services;
- Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
- Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Division Director and designee of the NH Department of Corrections;
- Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;
- Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of NH;
- Individuals with a history of drug diversion;
- Individuals who was a former State of NH employee and/or former Contract employee that was dismissed for cause;
- Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and

- Relatives of currently incarcerated felons may not be permitted to provide services without prior approval of the NH Department of Corrections.

14.6. Licenses, Credentials and 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.

14.7. Admittance: The Department may, at its sole discretion, remove from or refuse admittance to any Department facility 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 so removed or denied access are delivered.

14.8. 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.

14.9. 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 the NH Department of Corrections of the name, title, address, telephone & fax number, of its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.

14.9.1. 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.

14.9.2. 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.

14.9.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Department of Corrections, Division Director, Medical and Fornesic Services, or designee, P.O. Box 1806, Concord, NH 03302

14.10. Contractor Liaison's Responsibilities:

14.10.1. Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof;

14.10.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof;

14.10.3. 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

14.10.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.

14.11. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections' Commissioner, 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. Responsibilities of the NH Department of Corrections representative are:

14.11.1. Representing the NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent the NH Department of Corrections regarding all aspects of the Contract, subject to the approval of the Governor and Executive Council of the State of New Hampshire, where needed;

14.11.2. Monitoring compliance with the terms of the Contract;

14.11.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and within the time frames specified by the Contract;

14.11.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues which arise; and

14.11.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.

14.12. Reporting Requirements: The NH Department of Corrections shall, at its sole discretion:

14.12.1 Request the Contractor to provide proof of any and all permits to perform On-site Clinical Laboratory services as required by authorities having local, state and/or federal jurisdiction at any time during the life of the Contract and any renewals thereof;

14.12.2. Monthly summary of services provided by facility, inmate, inmate number, and services provided at a minimum and;

14.12.3. Any information requested by the NH Department of Corrections; and

14.12.4. Reports and/or information requests shall be forwarded to NH Department of Corrections, Division Director, Medical and Fornesic Services, or designee, P.O. Box 1806, Concord, NH 03302

14.13. Performance Evaluation: The NH Department of Corrections shall, at its sole discretion, monitor and evaluate the Contractor's compliance with the Terms and Conditions and adherence to the Scope of Services of the Contract for the life of the Contract and any renewals thereof.

14.14. Performance Measures: The NH Department of Corrections shall, at its sole discretion:

14.14.1. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action;

14.14.2. Terminate the Contract, if NH Department of Corrections determines that the Contractor is:

a.) Not in compliance with the terms of the Contract;

b.) Has lost or has been notified of intention to lose their certification/licensure/permits; and

c.) Terminate the contract as otherwise permitted by law.

14.14.3. Monitor and evaluate the Contractor's compliance with the terms of the Contact;

14.14.4. The NH Department of Corrections Bureau of Quality Improvement, Compliance and Research Director may meet with the Contractor at a minimum of twice (2) a 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;

14.14.5. Review reports submitted by the Contractor. NH Department of Corrections shall determine the acceptability of the reports. If the reports are not deemed acceptable, the NH Department of Corrections shall notify the Contractor and explain the deficiencies;

14.14.6. Request additional reports the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract and any renewals thereof; and

14.14.7. Review phlebotomy services performance to ensure such services are provided as scheduled without gaps in requested hours per week of coverage.

15. Other Contract Provisions:

15.1. 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.

15.1.1. The Department of Corrections has the right to terminate the Contract, and any renewal Contracts thereof, if the NH Department of Corrections determines that the Contractor is:

a.) Not in compliance with the terms of the Contract; or

b.) As otherwise permitted by law or as stipulated within this Contract.

15.2. Coordination of Efforts: The Contractor shall fully coordinate his or her activities in the performance of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, the Contractor shall make advice and information on matters covered by the Contract available to NH Department of Corrections as requested by NH Department of Corrections throughout the effective period of the Contract and any renewals thereof.

16. Bankruptcy or Insolvency Proceeding Notification:

16.1. 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 shall notify the NH Department of Corrections immediately.

16.2. Upon learning of the actions herein identified, the NH Department of Corrections reserves the right at its sole discretion to either cancel the Contract in whole or in part, or, re-affirm the Contract in whole or in part.

17. Embodiment of the Contract:

17.1. The Contract between the NH Department of Corrections and the Contractor shall consist of:

17.1.1. Request for Proposal (RFP) and any amendments thereto;

17.1.2. Proposal submitted by the Vendor in response to the RFP; and/or

17.1.3. 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 is approved by the Governor and Executive Council of the State of New Hampshire.

17.2. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the negotiated document noted in 17.1.3. shall govern.

17.3. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the 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.

18. Cancellation of Contract:

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

18.2. Should the NH Department of Corrections exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.

18.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Vendor a written notice of such termination at least sixty (60) days prior to the effective termination date.

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

19. Contractor Transition:

NH Department of Corrections, at its discretion, for 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.

20. Audit Requirement:

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

21. Additional Items/Locations:

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

22. NH Department of Corrections/State/Federal Rules/Regulations:

The Contractor shall adhere and comply to internal NH Department of Corrections policies and procedures, State RSA's and Federal rules and regulations that govern the NH Department of Corrections to include but not limit to the Health Insurance Portability and Accountability Act (HIPAA); Public Law 104-91 and with the Standards for Privacy of Individual Identifiable Health Information, 45 CFR Parts 160 and 164; Prison Rape Elimination Act (PREA), Public Law 108-79 Prison Rape Elimination Act of 2003; Federal Register 28 CFR Part 115, National Standards to Prevent, Detect and Respond to Prison Rape; NH Department of Corrections Administrative Rules, Rules of Conduct and Confidentiality of Information; FBI CJIS Security Policy, Version 5, and Criminal Justice Information Systems, Part 20.

22.1. **Only** personal property that is required for activities of daily living and contained in a clear plastic backpack shall be permitted into the secure perimeter of departmental facilities. Permitted personal items to include but are not limited to:

22.1.1. Toothbrush/toothpaste;
22.1.2. Dental floss;
22.1.3. Hand sanitizer/hand soap;
22.1.4. Comb/brush;
22.1.5. Feminine products;
22.1.6. Coffee cup/thermos;
22.1.7. Small/medium lunch box made of fabric or plastic (no larger than 30 quart);
22.1.8. Plastic eating utensils;
22.1.9. Pens/pencils;
22.1.10. AM/FM radio (no headphones/ear buds/compact disks);
22.1.11. Sunglasses;
22.1.12. Purse/wallet (no more than $100.00 in cash); and

22.1.13. Prescribed and over-the-counter medications (no more than a one (1) day supply in a properly labeled prescription bottle/container, obtained from a pharmacy).

23. Information:

23.1. 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.

23.2. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction any and all information of the inmate/patient that becomes available to the Contractor in connection with its performance under the Contract.

23.3. In the event of unauthorized use or disclosure of the inmates/patients information, the Contractor shall immediately notify the NH Department of Corrections.

23.4. All material developed or acquired by the Contractor, due to work performed 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.

23.5. 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 the Contract and any renewals thereof and may be cause for Contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

24. Public Records:

NH RSA 91-A guarantees access to public records. As such, all responses to a competitive solicitation are public records unless exempt by law. Any information submitted as part of a bid in response to this Request for Proposal or Request for Bid (RFB) or Request for Information (RFI) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP (RFB or RFI) will be made accessible to the public online via the website: Transparent NH http://www.nh.gov/transparentnh/. Accordingly, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If a Bidder believes that any information submitted in response to a Request for Proposal, Bid or Information, should be kept confidential as financial or proprietary information, the Bidder must specifically identify that information in a letter to the State Agency. Failure to comply with this section may be grounds for the complete disclosure of all submitted material not in compliance with this section.

25. Special Notes:

25.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.

25.2. 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.

25.3. 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.

25.4. 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:

25.4.1. Give the Contractor fourteen (14) days written notice of the proposed change; and

25.4.2. Secure the Contractor's written agreement to the proposed changes.

25.5. 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.

25.6. The NH Department of Corrections shall not be held liable for finders, placement, advertising fees or any related hiring fees incurred by the Contractor.

25.7. The NH Department of Corrections shall not be held liable for relocation expenses to include lodging, temporary housing or mileage fees as a condition of employment of the Contractor's staffing personnel for the duration or term of the Contract and any renewals thereof.

25.8. The Department of Corrections shall not agree to liquidated damage provisions on behalf of the Contractor and/or employees represented by the Contractor. If the Contractor requires the NH Department of Corrections staff signature validation of the Contractor's employees work schedule and/or time sheet, the Contractor shall recognize:

25.8.1. NH Department of Corrections staff does not have contracting and payment authority.

The remainder of this page is intentionally blank.

SECTION C: Scope of Services, Exhibit A-1

1. NH Department of Corrections Specialty Laboratory Panels:

1.1. Specialized Chronic Care Panels, All Facilities/Sites:

Lab Panel Category	Gender/Age Group	Laboratory Panels	Facility/Site
Chronic Care Panel 1	♂ & ♀/ All Ages	Diabetes: CMP and Hgb A1c	All Facilities/Sites
Chronic Care Panel 2	♂ & ♀/ All Ages	Diabetes + Lipids: CMP and Hgb A1c and Lipid Panel	All Facilities/Sites
Chronic Care Panel 3	♂ & ♀/ All Ages	Hyperlipidemia; CMP, Lipid Panel	All Facilities/Sites

1.2. Specialized Admission Panels:

Lab Panel Category	Gender/Age Group	Laboratory Panels	Facility/Site
Admission Panel 1	♂ < Age 40	CMP, Lipid Panel, RPR	NCF, NHSP-M, SHU, Shea Farm, Community Corrections & NHSP-W
Admission Panel 2	♂ > Age 40	CMP, Lipid Panel, RPR, TSH	NCF, NHSP-M, SHU, Shea Farm, Community Corrections & NHSP-W
Admission Panel 3	♀ < Age 40	CMP, Lipid Panel, RPR, Serum HCG Qualitative (Serum Pregnancy Test, Qualitative)	NCF, NHSP-M, SHU, Shea Farm, Community Corrections & NHSP-W
Admission Panel 4	♀ Ages: 40-50	CMP, Lipid Panel, RPR, TSH, Serum HCG Qualitative (Serum Pregnancy Test, Qualitative)	NCF, NHSP-M, SHU, Shea Farm, Community Corrections & NHSP-W
Admission Panel 5	♀ > Age 50	CMP, Lipid Panel, RPR, TSH	NCF, NHSP-M, SHU, Shea Farm, Community Corrections & NHSP-W
Admission Panel 6	♂ All Ages	CMP, Lipid Panel, RPR, TSH, CBC w/Diff/Plts	SPU/RTU
Admission Panel 7	♀ < Age 50	CMP, Lipid Panel, RPR, TSH, CBC w/Diff/Plts, Serum HCG Qualitative (Serum Pregnancy Test, Qualitative)	SPU/RTU
Admission Panel 8	♀ > Age 50	CMP, Lipid Panel, RPR, TSH, CBC w/Diff/Plts	SPU/RTU

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

1. Signature Page

The Vendor proposes to provide One-Site Clinical Laboratory Services for the New Hampshire Department of Corrections (NHDOC) 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*" (BAFO) 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).

2. Clinical Laboratory Fee Schedule:

2.1. Service Fee Schedule Period: June 1, 2014 through June 30, 2016.

2.2. Northern and Southern NH Correctional Facilities Clinical Laboratory Fee Schedules:

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2014 CMS Laboratory Fee Schedule, Medicare plus 10% **(For Vendor Information Only)**	Est. Two Year Volume	Unit Cost	Total Cost **(Est. Vol. X Unit Cost)**
1	86900, 86901	ABO Blood Group and Type (Rockleigh)	$ 8.96	12	$	$
2	86900, 86906	ABO Gouping w/RH-HR Genotype	$ 19.11	8	$	$
3	85048	Absolute Neutophil	$ 3.20	4	$	$
4	82024	ACTH	$ 57.97	16	$	$
5	82040	Albumin	$ 7.43	4	$	$
6	82088	Aldosterone	$ 61.16	4	$	$
7	84075	Alkaline Phosphatase	$ 7.77	4	$	$
8	86003(x7)	Allergen, Fish: Codfish, Halibut, Mackerel, Perch, Salmon, Trout, Tuna	$ 54.81	40	$	$
9	86003(x5)	Allergen, Fruit: Apple, Banana, Grape, Peach, Pear	$ 39.15	40	$	$
10	86003(x6)	Allergen, Grain: Barley, Whole Grain, Corn, Oat, Rice, Rye, Wheat	$ 46.98	40	$	$
11	86003(x3)	Allergen, Meat: Beef, Chicken, Pork	$ 23.49	40	$	$
12	86003(x7)	Allergen, Nut: Almond, Brazil, Cashew, Hazelnut/Filbert, Peanut, Pecan, Walnut	$ 54.81	60	$	$
13	86003(x6)	Allergen, Shell Fish: Clam, Crab, Lobster, Oyster, Scallop, Shrimp	$ 46.98	60	$	$
14	86003(x7)	Allergen, Vegetable: Broccoli, Cabbage, Cauliflower, Celery, Cucumber, Lettuce, Spinach	$ 54.81	40	$	$
15	86003	Allergen, Banana	$ 7.83	8	$	$
16	86003	Allergen, Pineapple	$ 7.83	4	$	$
17	86003	Allergen, Black Pepper	$ 7.83	4	$	$
18	86003	Allergen, Milk (cow)	$ 7.83	20	$	$
19	86003	Allergen, Codfish	$ 7.83	28	$	$
20	86003	Allergen, Peanut	$ 7.83	16	$	$
21	86003	Allergen, Shrimp	$ 7.83	48	$	$
22	86003	Allergen, Tuna	$ 7.83	28	$	$
23	86003	Allergen, Salmon	$ 7.83	16	$	$
24	86003	Allergen, Haddock	$ 7.83	16	$	$
25	86003	Allergen, Pine Nut	$ 7.83	4	$	$
26	86003	Allergen, Cashew	$ 7.83	4	$	$
27	86003	Allergen, Almond	$ 7.83	4	$	$
28	86003	Allergen, Pecan	$ 7.83	4	$	$
29	86003	Allergen, Hazelnut/Filbert	$ 7.83	4	$	$
30	86003	Allergen, Brazil Nut	$ 7.83	4	$	$
31	86003	Allergen, Onions	$ 7.83	16	$	$
32	86003	Allergen, Lobster	$ 7.83	16	$	$
Subtotal [Sum of Total Cost Column Exhibit B, Page 30 (Item # 1 – 32)]:						$

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2014 CMS Laboratory Fee Schedule, Medicare plus 10% **(For Vendor Information Only)**	Est. Two Year Volume	Unit Cost	Total Cost **(Est. Vol. X Unit Cost)**
33	86003	Allergen, Mushroom	$ 7.83	4	$	$
34	86003	Allergen, Crab	$ 7.83	16	$	$
35	86003	Allergen, Clam	$ 7.83	48	$	$
36	86003	Allergen, Egg (whole)	$ 7.83	24	$	$
37	86003	Allergen, Walnut	$ 7.83	4	$	$
38	86003	Allergen, Whitefish	$ 7.83	28	$	$
39	86003	Allergen, Tomato	$ 7.83	4	$	$
40	86003	Allergen, Sunflower Seed	$ 7.83	4	$	$
41	86003	Allergen, Corn	$ 7.83	4	$	$
42	86003	Allergen, Gluten	$ 7.83	16	$	$
43	86003	Allergen, Beef	$ 7.83	4	$	$
44	86003	Allergen, Pork	$ 7.83	4	$	$
45	86003	Allergen, Chicken	$ 7.83	4	$	$
46	86003	Allergen, Catfish	$ 7.83	4	$	$
47	86003	Allergen, Red Kidney	$ 7.83	16	$	$
48	86003	Allergen, Lentil	$ 7.83	16	$	$
49	86003	Allergen, Split Pea	$ 7.83	16	$	$
50	86003	Allergen, Pinto Bean	$ 7.83	16	$	$
51	86003	Allergen, White Bean	$ 7.83	16	$	$
52	86003	Allergen, Barley	$ 7.83	16	$	$
53	86003	Allergen, Soy Bean	$ 7.83	16	$	$
54	82105	Alpha Fetoprotein, Tumor Marker	$ 25.18	236		
55	80152	Amitriptyline	$ 26.86	40	$	$
56	82140	Ammonia, Blood	$ 21.87	12	$	$
57	82150	Amylase	$ 9.72	96	$	$
58	86038	ANA By IFA, IgG, FANA, FANA (ARUP)	$ 18.14	56	$	$
59	82164	Angiotensin-Converting Enzyme	$ 21.91	4	$	$
60	86905	Antibody ID, RBC (Prenatal Only)	$ 4.05	4	$	$
61	86225	Anti-dsDNA Antibodies	$ 20.61	4	$	$
62	83516	Antiglomerular BM Ab	$ 17.18	4	$	$
63	87081	Beta Strep Group A	$ 8.66	4	$	$
64	84703	Beta-Hcg, Qualitative Urine	$ 11.29	8	$	$
65	84702	Beta-Hcg, Quantitative Tumor Maker	$ 22.59	8	$	$
66	86140	C Reactive Protein; CRP Wide Range	$ 7.77	52	$	$
67	86301	CA 19-9	$ 31.23	4	$	$
68	86304	CA-125	$ 31.23	4	$	$
69	82310	Calcium	$ 7.74	4	$	$
70	82340	Calcium, 24 Urine	$ 9.05	4	$	$
71	82360	Calculi (Stone) Analysis	$ 19.32	4	$	$
72	80156	Carbamazepine Epoxide & Total	$ 21.86	28	$	$
73	80157	Carbamazepine, Free & Total	$ 19.90	4	$	$
74	82378	Carcinoembryonic Antigen (CEA)	$ 28.47	16	$	$
75	82380	Carotene	$ 13.84	4	$	$
76	82384	Catecholamines, Urine, Free, 24 Hr.	$ 37.90	4	$	$
Subtotal [Sum of Total Cost Column Exhibit B, Page 31 (Item # 33 – 76)]:						$

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2014 CMS Laboratory Fee Schedule, Medicare plus 10% **(For Vendor Information Only)**	Est. Two Year Volume	Unit Cost	Total Cost **(Est. Vol. X Unit Cost)**
77	86361	CD4 Absolute and Percent	$ 16.50	60	$	$
78	82784, 83516, 86255	Celiac Disease Panel	$ 49.21	4	$	$
79	87491, 87591	Chlamydia Trach/Neisseria GON By Amplified Detection	$ 79.78	204	$	$
80	84022	Chlorpromazine, Serum	$ 23.38	4	$	$
81	87324	Clostridium Difficile Toxins A&B	$ 17.18	24	$	$
82	80154	Clozapine	$ 27.75	4	$	$
83	86644	CMV, IGG Quantitative	$ 21.60	4	$	$
84	86160	Complement, C3, Serum	$ 18.02	4	$	$
85	86160	Complement, C4, Serum	$ 18.02	4	$	$
86	86880	Coombs, Direct	$ 8.07	4	$	$
87	82525	Copper, Serum	$ 18.62	4	$	$
88	82533	Cortisol AM	$ 22.24	68	$	$
89	86141	C-Reactive Protein, High Sensitivity	$ 19.43	56	$	$
90	82550	Creatine Kinase	$ 9.77	80	$	$
91	82565	Creatinine	$ 7.69	12	$	$
92	82575	Creatinine Clearance, Urine (Normalized)	$ 14.18	24	$	$
93	82570	Creatinine, 24 Hr. Urine	$ 7.77	12	$	$
94	82595	Cryoglobulins	$ 9.71	20	$	$
95	87040	Culture, Blood	$ 15.50	32	$	$
96	87075	Culture, Clostridium Difficile	$ 14.20	4	$	$
97	87101	Culture, Fungus	$ 11.57	4	$	$
98	87101	Culture, Fungus, Yeast Only	$ 11.57	4	$	$
99	87070	Culture, Genital	$ 12.93	44	$	$
100	87255	Culture, Herpes Simplex Virus	$ 50.82	4	$	$
101	87070	Culture, Sputum, Lower Respiratory	$ 12.93	4	$	$
102	874045, 87046, 87427	Culture, Stool (Formed & Liquid)	$ 45.52	8	$	$
103	87070	Culture, Throat (Upper Respiratory Culture)	$ 12.93	4	$	$
104	87086	Culture, Urine	$ 9.63	4	$	$
105	87070	Culture, Wound, Aerobic, General	$ 12.93	136	$	$
106	86200	Cyclic Citrullinated Peptide Antibody, IgG	$ 19.43	8	$	$
107	85379	D-Dimer	$ 15.28	4	$	$
108	80160	Desipramine, Serum	$ 25.83	4	$	$
109	80162	Digoxin	$ 19.93	8	$	$
110	80185	Dilantin, Total (Phenytoin)	$ 18.09	76	$	$
111	80166	Doxepin (Sinequan, Adapin)	$ 23.25	4	$	$
112	8010 (x9)	Drug Panel 9, Urine	$ -	4	$	$
113	80051	Electrolyte Panel	$ 10.53	4	$	$
114	86663,86664, 86665 (x)	Epstein Barr Virus Panel	$ 62.57	4	$	$
115	86665	Epstein Barr Virus, IgM	$ 21.44	4	$	$
Subtotal [Sum of Total Cost Column Exhibit B, Page 32 (Item # 77 – 115)]:						$

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2014 CMS Laboratory Fee Schedule, Medicare plus 10% **(For Vendor Information Only)**	Est. Two Year Volume	Unit Cost	Total Cost **(Est. Vol. X Unit Cost)**
116	82670	Estradiol	$ 41.93	4	$	$
117	80101 (x14)	Drug Screen-14, Urine-Pain Management: Amphetamine; Barbiturate; Benzodiazepines; Buprenorphine Cannabinoid; Cocaine; Fentanly; Meperidine; Methadone; Opiates; Oxycondone;/Oxymorphone; phencyclidine; Propoxphene; Tramodol	$ -	8	$	$
118	82705	Fecal Fat, Qualitative	$ 7.63	4	$	$
119	82728	Ferritin	$ 20.45	1752	$	$
120	82746	Folate, Serum	$ 22.07	24	$	$
121	83001	Follicile Stimulating Hormone	$ 27.89	8	$	$
122	80170	Gentamicin Trough, Serum	$ 24.62	4	$	$
123	80170	Gentamicin Peak, Serum	$ 24.62	4	$	$
124	82951	Glucose Tolerance Test, Gestational	$ 19.32	4	$	$
125	82947	Glucose, Serum	$ 5.90	8	$	$
126	82950	Glucose Tolerance Test, 2-Hr.	$ 7.13	4	$	$
127	82951, 82952	Glucose Tolerance Test, 3-Hr., Gestational	$ 25.21	4	$	$
128	82947, 82950	Glucose Tolerance Test, 2-Hr. (Oral WHO Protocol)	$ 13.03	8	$	$
129	87070, 87075, 87205	Gram Stain-Anaerobic/Aerobic	$ 33.53	8	$	$
130	80173	Haloperidol	$ 21.86	8	$	$
131	83010	Haptaglobin	$ 18.88	8	$	$
132	86677	Helicobacter Pylori Antibody, IFF	$ 21.78	104	$	$
133	81256	Hemochromatosis Hereditary Screening Text	$ 98.09	16	$	$
134	83036	Hemoglobin A1c	$ 14.56	3212	$	$
135	85014, 85018, 85041, 85048	Hemogram, No Diff/Plts	$ 14.50	36	$	$
136	85004, 85014, 85018, 85041, 85048	Hemogram w/Diff, w/o Plts	$ 25.43	44	$	$
137	85027	Hemogram w/Plts, w/o Diff	$ 9.71	4	$	$
138	85025	Hemogram w/Diff (CBC) & Platelet	$ 11.67	1590	$	$
139	80076	Hepatic Function Panel (SD)	$ 12.25	72	$	$
140	87517	Hepatitis B DNA, Quantasure PCR/Viral Load	$ 64.28	8	$	$
141	87522	Hepatitis C Virus RNA by PCR (Quantitative)	$ 64.28	300	$	$
142	87902	Hepatitis C (HCV), Genotype	$ 123.46	4	$	$
143	80074	Hepatitis Panel, Acute	$ 70.04	4	$	$
144	87536	HIV-1 RNA PCR (Non-Graph)	$ 84.33	72	$	$
Subtotal [Sum of Total Cost Column Exhibit B, Page 33 (Item # 116 – 144)]:						$

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2014 CMS Laboratory Fee Schedule, Medicare plus 10% **(For Vendor Information Only)**	Est. Two Year Volume	Unit Cost	Total Cost **(Est. Vol. X Unit Cost)**
145	87900, 87910	HIV Genosure® MG Genotype	$ 319.06	4	$	$
146	78901	Human Immunodeficiency Virus 1, Genotyping	$ -	4	$	$
147	82784 (x3), 84155, 84165, 86334	IFE and PE, Serum	$ 94.87	4	$	$
148	80174	Imipramine (Tofranil), Serum	$ 25.83	4	$	$
149	83540, 83550	Iron-Total, TIBC & Saturation	$ 22.83	472	$	$
150	83615	Lactic Dehydrogenase (LDH)	$ 9.05	16	$	$
151	82542	Lamotrigine (Lamictal), Serum	$ 27.09	4	$	$
152	83655	Lead, Blood (Adult)	$ 18.17	4	$	$
153	88305	Level IV Surgical Pathology	$ -	20	$	$
154	83690	Lipase	$ 10.34	92	$	$
155	80061	Lipid Profile	$ 20.10	3248	$	$
156	80061	Lipid Panel w/ LDL/HDL Ratio	$ 20.10	4	$	$
157	80178	Lithium	$ 9.92	404	$	$
158	83002	Luteinizing Hormone	$ 27.79	8	$	$
159	86617 (x2)	Lyme ABS, IgG & IgM by Western Blot	$ 23.24	4	$	$
160	86618	Lyme Disease Antibody	$ 23.24	4	$	$
161	83735	Magnesium, Serum	$ 10.05	264	$	$
162	80048	Metabolic Panel, Basic	$ 12.69	84	$	$
163	80053	Metabolic Panel, Comprehensive: ALT/SGPT: A:G Ratio; Albumin; Alkaline Phosphatase; AST/SGOT; Billirubin, Total; BUN; BUN: Creatinine Ratio; Calcium; Carbon Dioxide, Total; Chloride; Creatinine; Globulin, Total; Glucose; Potassium; Protein, Total; Sodium	$ 15.85	3336	$	$
164	83835	Metanephrines, Frac. Quanitiative, 24 Hr. Urine	$ 25.42	4	$	$
165	83921	Methylmalonic Acid, Serum	$ 24.70	4	$	$
166	82043	Microalbumin, Random Urine	$ 8.11	8	$	$
167	83516	Mitochondrial M2 Antigbody, IgG	$ 17.18	4	$	$
168	86308	Mono Test	$ 7.77	4	$	$
169	86738 (x2)	Mycoplasma Pneumoniae ABS, G/M	$ 31.32	4	$	$
170	86256 (x3)	Antineutrophil Cytoplasmic Antibodies (ANCA)	$ 59.24	4	$	$
171	80182	Nortriptyline	$ 20.34	8	$	$
172	80299	Olanzapine (Zyprexa)	$ 20.55	8	$	$
173	83930	Osmolality, Serum	9.92	16	$	$
174	83935	Osmolality, Urine	$ 10.23	16	$	$
175	87177, 87209	Ova & Parasites	$ 40.23	8	$	$
176	82542	Oxcarbazepine	$ 27.09	4	$	$
Subtotal [Sum of Total Cost Column Exhibit B, Page 34 (Item # 145 – 176)]:						$

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2014 CMS Laboratory Fee Schedule, Medicare plus 10% **(For Vendor Information Only)**	Est. Two Year Volume	Unit Cost	Total Cost **(Est. Vol. X Unit Cost)**
177	88142	Pap Smear, Liquid-Based	$ 30.42	204	$	$
178	88141	Pap Smear, Physician Read	$ -	12	$	$
179	80184	Phenobarbital	$ 17.18	24	$	$
180	84100	Phosphorus	$ 7.11	64	$	$
181	84132	Potassium, Serum	$ 6.90	12	$	$
182	84134	Prealbumin	$ 21.88	4	$	$
183	84702	Pregnancy Serum HCG Quantitative	$ 22.59	8	$	$
184	84146	Prolactin	$ 29.08	36	$	$
185	84155, 84165	Protein Electrophoresis, Serum	$ 21.49	52	$	$
186	85610	Protime-INR (PT)	$ 5.91	252	$	$
187	85610, 85730	PT and PTT-Activated	$ 14.92	88	$	$
188	85730	PTT-Activated	$ 9.01	12	$	$
189	84153	PSA (Annual Screening)	$ 21.78	1680	$	$
190	83970	PTH Intact	$ 61.94	40	$	$
191	86038	R-Anti-Nuclear AB IgG	$ 18.14	8	$	$
192	80069	Renal Function Panel	$ 13.04	16	$	$
193	85045	Retic Count	$ 6.00	136	$	$
194	86461	Rheumatiod Factor	$ 8.51	84	$	$
195	86592	RPR	$ 6.40	36	$	$
196	86762	Rubella Virus, IgG	$ 21.60	12	$	$
197	85652	Sedimentation Rate-ESR	$ 4.06	376	$	$
198	84450	SGOT (AST)	$ 7.77	16	$	$
199	84460	SGPT (ALT)	$ 7.94	16	$	$
200	83516	Smooth Muscle Antibodies	$ 17.18	4	$	$
201	86592	Syphilis Test w/ Confirmation	$ 6.40	8	$	$
202	84480	T3, Total	$ 21.27	24	$	$
203	80197	Tacrolimus (ARUP)	$ 10.49	16	$	$
204	84403	Testosterone	$ 38.74	72	$	$
205	84402, 84403	Testosterone, Free, & Total Adult Male	$ 76.23	4	$	$
206	80198	Theophylline	$ 21.23	4	$	$
207	86376, 86800	Thyroid Antibodies	$ 42.78	4	$	$
208	84436, 84443, 84479, 84480	Thyroid Panel: FTI; T3 Uptake, TSH; T4; T3	$ 63.81	24	$	$
209	86376	Thyroid Peroxidase Antibodies	$ 21.84	8	$	$
210	84436	Thyroxine (T4)	$ 8.66	28	$	$
211	84439	Thyroxine (T4), Free, Direct, Serum	$ 13.53	80	$	$
212	83516	Tissue Transglutaminase Antibody, IGA	$ 17.18	4	$	$
213	84155	Total Protein, Serum	$ 5.37	8	$	$
214	84156	Total Protein, Urine, Quantitative 24 Hr.	$ 5.37	24	$	$
215	86777	Toxoplasma IgG AB	$ 21.60	4	$	$
216	86780	Treponema Pallidum Antibody By MHA	$ 19.87	4	$	$
217	84443	TSH	$ 25.22	3860	$	$
Subtotal [Sum of Total Cost Column Exhibit B, Page 35 (Item # 177 – 217)]:						$

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2014 CMS Laboratory Fee Schedule, Medicare plus 10% **(For Vendor Information Only)**	Est. Two Year Volume	Unit Cost	Total Cost **(Est. Vol. X Unit Cost)**
218	84439, 84443	TSH & Free T4	$ 38.75	76	$	$
219	84520	Urea Nitrogen, Blood	$ 5.93	12	$	$
220	84550	Uric Acid, Serum	$ 6.78	116	$	$
221	81025	Urine HCG (1st AM Void)	$ 9.49	4	$	$
222	84397	Urine, 24 Hr., 5-HIAA, Quantitative	$ -	4	$	$
223	81001	Urinalysis, Complete w/ Micro	$ 4.75	16	$	$
*224		Urinalysis, Complete w/ Micro, w/ Reflex Culture, Routine	$ -	488	$	$
225	80164	Valproic Acid	$ 20.34	348	$	$
226	80202	Vancomycin (Peak)	$ 20.34	4	$	$
227	80202	Vancomycin (Trough)	$ 20.34	60	$	$
228	82607	Vitamin B12	$ 18.02	60	$	$
229	82607, 82746	Vitamin B12 & Folate	$ 40.09	712	$	$
230	82180	Vitamin C	$ 14.83	4	$	$
231	82306	Vitamin D25 Hydroxy (D3 Metabolite)	$ 44.44	20	$	$
**232		Chronic Care Panel 1 (♂ & ♀; All Ages & Facilities): Diabetes: CMP and Hgb A1c	$ -	8	$	$
**233		Chronic Care Panel 2 (♂ & ♀; All Ages & Facilities): Diabetes + Lipids: CMP and Hgb A1c and Lipid Panel	$ -	0	$	$
**234		Chronic Care Panel 3 (♂ & ♀; All Ages & Facilities): Hyperlipidemia; CMP, Lipid Panel	$ -	40	$	$
**235		Admission Panel 1 (♂ < 40; NCF, NHSP-M, SHU, Comm. Corrections, NHSP-W): CMP, Lipid Panel, RPR	$ -	1658	$	$
**236		Admission Panel 2 (♂ > 40; NCF, NHSP-M, SHU, Comm. Corrections, NHSP-W): CMP, Lipid Panel, RPR, TSH	$ -	1200	$	$
**237		Admission Panel 3 (♀ < 40; NCF, NHSP-M, SHU, Comm. Corrections, NHSP-W): CMP, Lipid Panel, RPR, Serum HCG Qualitative (Serum Pregnancy Test, Qualitative)	$ -	304	$	$
**238		Admission Panel 4 (♀ Ages 40-50; NCF, NHSP-M, SHU, Comm. Corrections, NHSP-W): CMP, Lipid Panel, RPR, TSH, Serum HCG Qualitative (Serum Pregnancy Test, Qualitative)	$ -	120	$	$
*	Contractor to provide CPT Code					
**	Contractor to provide Generic Code for Specialty Labs					
Subtotal [Sum of Total Cost Column Exhibit B, Page 36 (Item # 218 – 238)]:						$

Item #	Current Procedural Terminology (CPT) Code	Laboratory Test Description	2014 CMS Laboratory Fee Schedule, Medicare plus 10% **(For Vendor Information Only)**	Est. Two Year Volume	Unit Cost	Total Cost **(Est. Vol. X Unit Cost)**
**239		Admission Panel 5 (♀ > 50; NCF, NHSP-M, SHU, Comm. Corrections, NHSP-W): CMP, Lipid Panel, RPR, TSH	$ -	100	$	$
**240		Admission Panel 6 (♂, All Ages, SPU/RTU): CMP, Lipid Panel, RPR, TSH, CBC w/Diff/Plts	$ -	148	$	$
**241		Admission Panel 7 (♀ < 50, SPU/RTU): CMP, Lipid Panel, RPR, TSH, CBC w/Diff/Plts, Serum HCG Qualitative (Serum Pregnancy Test, Qualitative)	$ -	26	$	$
**242		Admission Panel 8 (♀ < 50, SPU/RTU): CMP, Lipid Panel, RPR, TSH, CBC w/Diff/Plts	$ -	1	$	$
**	Contractor to provide Generic Code for Specialty Labs					
Subtotal [Sum of Total Cost Column Exhibit B, Page 37 (Item # 239 – 242)]:						$
Two Year Estimated Budget: [Add Subtotal Cost Columns Exhibit B, Pages 30-37 of 43 (Items # 1 – 242)]						$

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3. Method of Payment:

3.1. Services are to be invoiced monthly commencing thirty (30) days after the start of service. Due dates for monthly invoices will be the 15th of the month following the month in which services are provided.

3.2. Original invoices shall be sent to the NH Department of Corrections, Division of Medical/Forensic Services, Medical Operations Administrator, P.O. Box 1806, Concord, NH 03302-1806 for approval.

3.3. Original invoices shall be forwarded to the Department's Bureau of Financial Services for processing.

3.4. 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.

3.5. 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:

3.5.1. Invoice date and number;

3.5.2 Facility name and associated Contractor account number (if applicable) representing facility name;

3.5.3. Quantity, description and inmate/patient name and number associated with services rendered;

3.5.4. Itemized service/product total charge per service/product type.

3.6. Any related service and/or product charges shall be at the expense of the Contractor to include but not limited to:

3.6.1. Delivery of incorrect equipment/supplies requested/ordered by the NH Department of Corrections;

3.6.2. Shipping and handling charges; and

3.6.3. Any related travel/mileage expenses for Contractor's personnel to facilities.

3.7. Exhibit B Fee Schedule shall remain in full force for the duration of this agreement and any renewals thereof.

3.8. 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.

3.9. For contracting purposes, the State's Fiscal Calendar Year starts on July 1st and ends on June 30th of the following year. For budgeting purposes, year one of the Contract shall end on June 30, 2015.

4. Fee Structure for Clinical Laboratory Services:

4.1. The Fee Structure for Clinical Laboratory Services shall include:

4.1.1. Laboratory tests (cumulative total of the estimated volume of each laboratory test multiplied by the Contractor's unit cost of each laboratory test); and

4.1.2. On-site Phlebotomist services (training and collection time of samples/specimens) shall be inclusive of the Contractor's unit cost of each laboratory test.

4.2. The NH Department of Corrections is seeking the best rates available with regard to Laboratory costs. The 2014 Centers of Medicare & Medicaid Services (CMS) Laboratory Fee Schedule, Medicare plus 10% is our basis for comparison with regard to proposed Contractor costs in assessing the Total Estimated Cost in the Scoring Criteria.

4.3. The Clinical Laboratory Fee Schedule, Exhibit B, is not exclusive. The Contractor and the NH Department of Corrections acknowledge that other tests not on the fee schedule may and will be clinically indicated. The Contractor, at the Department's request, shall provide pricing that conforms to the Medicare plus 10% fee structure as stated in Exhibit B, Section 4.2.

4.4. Contractors shall adhere to the provision of RSA 623-C:2, pursuant to RSA 151, where the NH Department of Corrections shall pay no more than one hundred ten percent (110%) of the Medicare allowable rate. Contractors shall utilize the 2014 CMS Laboratory Fee Schedule detailed in Exhibit B.

5. Appropriation of Funding

5.1. 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.

5.1.1. 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.

5.1.2. The requirements stated in this paragraph shall apply to any amendment/renewal or the execution of any option to extend the Contract.

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Section E: Special Provisions, Exhibit C

1. Special Provisions:

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

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Section F: Glossary of Terms

Various terms and abbreviations used within this RFP that may not be familiar to all readers. This glossary term and acronym list is an attempt to help make reading these documents easier and more understandable.

Term	Acronym	Description/Definition
5-Hydroxyindoleacetic Acid	HIAA	
Adrenocorticotropic Hormone	ACTH	
Alpha-fetoprotein	AFB	
Alanine Transaminase/Serum Glutamate Pyruvate Transaminase	ALT/SGPT	
Ante Meridian	AM	
Anticardiolipin	ACA	
Antinuclear Antibodies	ANA	
Anti Double Stranded DNA Antibody	Anti-dsDNA	
Anti-neutrophil Cytoplasmic Antibody	ANCA	
Aspartate Aminotransferase/Serum Glutamic Oxaloacetic Transaminase	AST/SGOT	
Clinical Laboratory	ARUP	National Clinical & Anatomic Pathology Laboratory
Blood Group System	ABO/RH	Classification system for antigens of human blood/RH factor
Best and Final Offer	BAFO	
Blood Tests: Immunoglobulin	IgA, IgG, IgM	
Blood Urea Nitrogen	BUN	
C-Reactive Protein	CPR	
Carcinoembryonic Antigen	CEA	
Cancer Antigen	CA	
Centers of Medicare & Medicaid Services	CMS	
Certified Public Accountant	CPA	
Cluster of Differentiation	CD4	
Chief Medical Officer	CMO	
Complete Blood Count	CBC	
Comprehensive Metabolic Panel	CMP	
Code of Federal Regulations	CFR	
Current Procedural Terminology	CPT	
Cyomegalovirus	CMV	
Deoxyribonucleic Acid	DNA	
Differential	Diff	
Eastern Standard Time	EST	

Section F: Glossary of Terms Continued

Term	Acronym	Description/Definition
Electronic Health Record	EHR	
Erythropoietin	EPO	
Estimated	Est	
Fluorescent Antinuclear Antibody Test	FANA	
Free Thyroid Index	FTI	
Glucose Tolerance Test	GTT/WHO GTT	
Glycohemoglobin	GHB	
Glycosylated Hemoglobin	A1c	
Gonorrhoeae	GON	
Governor and Executive Council	G&C	
Health Insurance Portability and Accountability Act	HIPAA	
Hemoglobin	HgB	
Hepatitis	HEP	
Hepatitis B Virus	HBV	
Hepatitis C Virus	HCV	
High Density Lipoprotein	HDL	
Human Chorionic Gonadotropin	HcG	
Human Immunodeficiency Virus	HIV	
Immunofluorescent Assay	IFA	
Immunofixation Electrophoresis	IFE	
Iron & Total Iron Bind Cap	TIBC	
Lactic Acid Dehydrogenase	LDH	
Lipid Panel	LP	
Low Density Lipoprotein	LDL	
Microhemagglutination	MHA	
Minimum Inhibitory Concentration	MIC	
Methicillin-resistant Staphylococcus aureus	MRSA	
Northern NH Correctional Facility	NCF	
New Hampshire	NH	
NH Department of Corrections	NHDOC	
NH State Prison for Men	NHSP-M	
NH State Prison for Women	NHSP-W	
Office of Management and Budget	OMB	
Papanicolaou	PAP	Pap smear test
Partial Thromboplastin Time	PTT	
Porphobilinogen	PCG	
Prostate-Specific Antigen	PSA	

Section F: Glossary of Terms Continued

Term	Acronym	Description/Definition
Protein Electrophoresis	PE	
Prothrombin Time	PT	
Protected Health Information	PHI	
Rapid Plasma Reagin	RPR	
Red Blood Count	RBC	
Request for Bid	RFB	
Request for Information	RFI	
Request for Proposal	RFP	
Revised Statutes Annotated	RSA	Forms the codified laws of the State subordinate to the New Hampshire State Constitution.
Rheumatoid Arthritis	RA	
Ribonucleic Acid	RNA	
Platelet	PLT	
Post Meridian	PM	
Secured Psychiatric Unit	SPU	
Serum Hepatitis	SH	
State of NH Long Form Contract	P-37/P/37	
Special Housing Unit	SHU	
Thyroid Panel	TP	
Thyroid-Stimulating Hormone	TSH	
To Be Announced	TBA	
Turnaround Time	TAT	
United States	US	
Urine Analysis	UA	

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