

# **NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS**

## **REQUEST FOR PROPOSAL**



**NHDOC RFP 14-07-GFMED**

**Outpatient Renal Hemodialysis Services**

**ISSUE DATE: February 3, 2014**

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

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William L. Wrenn  
Commissioner

Bob Mullen  
Director

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

February 3, 2014

RFP Title: Outpatient Renal Hemodialysis Services

RFP Number: NHD0C 14-07-GFMED

RFP Due Date: March 14, 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), Concord, NH, NH State Prison for Women (NHSP-W), Goffstown, NH and Community Corrections, Concord & Manchester, NH.

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

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

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

**1. Brief Description:**

Attached is a Request for Proposal and Contract format for providing Outpatient Renal Hemodialysis Services for the New Hampshire Department of Corrections (herein known as the "NHD0C," "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 July 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.

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**3. Statement of Purpose:**

The purpose of this request for proposal is to seek outpatient renal dialysis 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), Concord, NH, NH State Prison for Women (NHSP-W), Goffstown, NH and Community Corrections, Concord and Manchester, NH. Inmates/patients from the facilities below will be transported to the Vendors dialysis center.

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)	281 North State Street,	Concord, NH 03301
NH State Prison for Women (NHSP-W)	317 Mast Road,	Goffstown, NH 03045
Community Corrections - Men (North End House)	281 North State Street,	Concord, NH 03301
Community Corrections - Men (Calumet House)	126 Lowell Street,	Manchester, NH 03104
Community Corrections - Women (Shea Farm)	60 Iron Works Road,	Concord, NH 03301

**4. Outline of Minimum Required Services:**

- 4.1. The Vendor shall provide outpatient hemodialysis to inmates and patients according to the End-Stage Renal Dialysis (ESRD) standards and requirements of the Center for Medicare and Medicaid Services (CMS) and the State of New Hampshire licensing authorities.
- 4.2. The Vendor shall provide the above services utilizing standards of care established by the CMS and State of NH licensing authorities in accordance with The Joint Commission (TJC) formerly known as the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and any other applicable accreditation bodies. Services shall be provided utilizing “evidence based practices” and “best practices” as identified and required by CMS, TJC, licensing requirements of the State of New Hampshire and community standards of care.
- 4.3. The Vendor shall conform to the Quality Assurance and Process Improvement (QAPI) Program required by CMS that will adjust payment rates to individual facilities based on how well they meet specified performance standards. These standards shall include but are not limited to initial comprehensive assessments on new dialysis patients, development of a QAPI program for each dialysis facility that requires achievable measurable improvements and reductions in medical errors through use of appropriate indicators and performance measures. The vendor shall also conform to any other required standards from JCAHO, and any other applicable accreditation bodies as well as any requirements from the State of New Hampshire.

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

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

**7. 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.

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- 7.1. Inquires shall be received no later than 2:00PM EST on February 14, 2014.
- 7.2. 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 February 14, 2014.
- 7.3. 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](mailto:jleeka@nhdoc.state.nh.us)

**8. 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 February 21, 2014.

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

**10. 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.

**11. 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.

11.1. Instructions:

- 11.1.1 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, Administrative Rules, Rules of Conduct and Confidentiality of Information Forms; Professional Licensures and/or Certifications, Alternate W-9 Form; Statement of Financial Stability; Qualitative References; Non-Disclosure of Right To Know Letter; 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**. All corrections **must be initialed** by the contract signatory;
- 11.1.2. In addition, submit **two (2) photocopies**, fully executed, and **one (1) CD** of the proposal.
- 11.1.3. Proposals **must be sealed** or they shall not be accepted.
- 11.1.4. **Do not staple** any part of the proposals. **Do not use three (3) ring binders** for any part of the proposals.

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- 11.1.5. Please use only binder clips to secure and/or separate sections of the proposals.
- 11.1.6. **Sealed proposals shall follow the sequence of the Proposal Check Sheet.**
- 11.1.7. Proposals shall be submitted by the prospective Vendor and received by the NH Department of Corrections no later than 2:00PM EST on **March 14, 2014** to be considered.
- 11.1.8. **All corrections shall be initialed by the prospective contract signatory; correction tape or white out shall not be used on any Contract documents.**
- 11.2. Technically Non-Compliant:
- 11.2.1. Proposals that are not complete (omission of requested proposal documents) or unsigned shall be considered “technically non-compliant”;
- 11.2.2. Absence of any documentation identified in the Proposal Check Sheet may be considered “technically non-compliant”;
- 11.2.3. Any alterations to the text or format of the RFP, addendum or attachment to this document; and
- 11.2.4. Proposals that may be deemed ambiguous to the NH Department of Corrections during the evaluation process.
- 11.3. Technically Non-Responsive:
- 11.3.1. Proposals received after the deadline shall be considered “technically non-responsive.” If a proposal is received after the deadline, the NH Department of Corrections will notify the Bidder and may send the proposal back to the prospective Vendor unopened and unevaluated.
- 11.3.2. If a partial service proposal is received, it shall be considered “technically non-responsive” and the NH Department of Corrections will notify the Bidder.
- 11.4. 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:
- 11.4.1. **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 outpatient renal dialysis services being provided and length of time.
- 11.4.2. **Organizational Capability** (not to exceed 3 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 agency’s experience and capability to provide the required services as described in Exhibit A, Scope of Services, and meet any or all performance measures proposed. This includes: a) its overall ability to perform the technical aspects of the program; b) the availability of qualified and experienced personnel; c) resources for the proposed services; d) demonstrate the agency's experience; and e) reporting requirements as stated in the RFP.
  - Describe the agency’s arrangements for coordination of services and exchange of information with other health care providers, and NH Hampshire Department of Corrections healthcare staff.
- 11.4.3. **Program Structure/Plan of Operation Narrative** (not to exceed 3 pages) – Describe, concisely and completely, exactly how the treatment will be delivered within a thirty (30) day transition period prior to the start of services or upon award of the contract, how the agency will carry out the treatment as described in the Exhibit A, Scope of Services, and how will the agency meet the performance measures. This narrative shall describe operationally how the program is set up to achieve the stated objective as identified in the RFP.

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

- Using the 2014 CMS ESRD PPS Base Rate, the Vendor shall respond with a rate that is reasonable based on the annual publication of the ESRD PPS base rate in the Federal Register. The Vendor may submit requests for increase per visit rates as the rates are adjusted by CMS and published in the Federal Register by submitting a letter to the New Hampshire Department of Corrections Medical Operations Administrator with the attached materials from CMS within sixty (60) days of the rate changes. The NH Department of Corrections recognizes that in 2014 CMS will complete the fourth year of transition to a 100% ESRD PPS payment amount per dialysis treatment. The Vendor should provide pricing for 2014 based on a 100 % ESRD PPS base rate for CY2014 at \$239.02 as stated in CMS CR 8472 effective January 1, 2014 and implemented January 6, 2014. The NHDOC is seeking a per treatment rate not to exceed the base rate of \$239.02 plus 10% or lower.
- Outpatient Renal Hemodialysis Fee Schedule (**provided, Exhibit B**)

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

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

11.4.6. **Active Licensure** – Assurance and copies of current licensure by the State and Federal bodies shall be provided.

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

11.6. **Format Requirements:**

11.6.1.	Front Style	.....	11 Point, Times New Roman
11.6.2.	Line Spacing	.....	Single
11.6.3.	Text Justification	.....	Flush left
11.6.4.	Margins	.....	One inch all around
11.6.5.	Tabs	.....	Do not include section tabs
11.6.6.	Binding	.....	Do not bind, staple or 3-hole punch

11.7. **Labeling and Addressing Proposal:** Please clearly mark the outside of your envelope **RFP 14-07-GFMED: Out Patient Renal Hemodialysis 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 (3<sup>rd</sup>) 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 **March 14, 2014 at 2:00PM EST**, to be considered.

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- 11.7.1. 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, 3<sup>rd</sup> Floor, Room 322, Main Building, Concord, NH 03301, referencing telephone extension 603-271-7602.

**12. 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 Vendor.

- 12.1. Partial service proposals shall not be accepted. All proposals shall be submitted for the full scope of services being requested within the RFP.
- 12.2. 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.
- 12.3. If an unsigned proposal is received in response to the RFP, the Vendor will be notified by the NH Department of Corrections and shall be considered "technically non-compliant".
- 12.4. 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.
- 12.5. 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.

**13. 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."

**14. 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:

- 14.1. Conform to instructions and format contained within the RFP;
- 14.2. Is properly executed and complete; and
- 14.3. Contains all required supporting documentation.

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

The State Long Form Contract, form P-37, version 1/09, Certificates of Authority/Vote, Comprehensive General Liability Insurance Acknowledgement Form, Alternate W-9 Form, Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-91 and with the Standards for Privacy of Individual Identifiable Health Information, 45 CFR Parts 160 and 164, if applicable to contracted activities, and Administrative Rules, Rules of Conduct and Confidentiality of Information Agreement are located as a separate link on the New Hampshire Department of Corrections website: <http://www.nh.gov/nhdoc/business/rfp.html>.

**16. 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.

**17. 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.

**18. Rejection of Proposals:**

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

- 18.1. Has any interest that shall, in the sole discretion of NH Department of Corrections, conflict with performance of services for the State;
- 18.2. Fails to demonstrate to the satisfaction of NH Department of Corrections that it is in sound financial condition;
- 18.3. 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;
- 18.4. 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
- 18.5. Fails to reach agreement with NH Department of Corrections on any and all Contract terms.

**19. 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:

- 19.1. Seek clarification;
- 19.2. Allow the Vendor to make corrections; or
- 19.3. Apply a combination of the two (2) remedies.

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

- 20.1. If NH Department of Corrections decides to amend or clarify any part of this RFP, a written amendment shall be provided to all Vendors on the NH Department of Corrections website: <http://www.nh.gov/nhdoc/business/rfp.html>. This notification will also serve as a Public Notice.
- 20.2. 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.
- 20.3. The NH Department of Corrections at its discretion may request clarification from a Vendor of a proposal submitted.
- 20.4. 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 36.1., 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.

**21. Proposal Submission:**

- 21.1. 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.
- 21.2. Vendor should be cautioned that their proposal shall be subject to acceptance by the NH Department of Corrections without further clarification.

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

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

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

- 30.1. 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.
- 30.2. Evaluation of proposals shall be based on evaluation criteria established by the NH Department of Corrections.
- 30.3. 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.
- 30.4. Upon review by the NH Department of Corrections and approval by the Governor and Executive Council, the signed Contract shall become valid.

**31. 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.

**32. 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.

**33. 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.

- 33.1. 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.
- 33.2. 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.

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

- 34.1. 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.
- 34.2. 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

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- 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.
- 34.3. 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.
- 34.4. 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.
- 34.5. The NH Department of Corrections will award a Contract based on the following:
- 34.5.1. Total Estimated Cost;
  - 34.5.2. Organizational Capability;
  - 34.5.3. Program Structure/Plan of Operation;
  - 34.5.4. Financial Statements; and
  - 34.5.5. Active Licensure.
- 34.6. The NH Department of Corrections reserves the right to accept or reject any proposal and to waive any minor irregularities in any proposal.
- 34.7. Points assigned per category in Section 35.1., Table of Scoring Criteria, are listed in no particular weighted order.

**35. Scoring of Evaluation Criteria:**

35.1. Table of Scoring Criteria:

<b>Category</b>	<b>Total Points Per Category</b>
35.1.1. Total Estimated Cost: (50 Points) 35.1.1.1. Cost Effective Utilization Rates	50
35.1.2. Organizational Capability: (25 Points)	25
35.1.2.1. Capability to Perform Services: (10 points) 35.1.2.2. Qualified Personnel & Resources: (10 points) 35.1.2.3. Correctional Experience and Credentials: (5 points)	
35.1.3. Program Structure/Plan of Operation: (15 Points)	15
35.1.3.1. Ability and Immediate Availability: (5 points) 35.1.3.2. Technical Approach to Performance: (10 points)	
35.1.4. Financial Statements: (5 Points)	5
35.1.4.1. Financial Stability: (5 points)	
35.1.5. Active Licensure: (5 Points)	5
<b>Total of all Categories</b>	<b>100</b>

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

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

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

36.1. Table of Events and Important Dates:

Event #	Description of Event	Date of Event
1	RFP Issued	January 31, 2014
2	Written Inquiries Due	February 14, 2014
3	NHDOC Posts Answers to Inquiries	February 21, 2014
4	RSVP: Attend Vendor Conference	N/A
5	Vendor Conference	N/A
6	Proposals Due	March 14, 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	July 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 – 20.4., 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*.

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

- 37.1. 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.
- 37.2. 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.

**38. Special Notes:**

- 38.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 38.2. 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.
- 38.3. The solicitation of the Request for Proposal shall not commit the NH Department of Corrections to award a Contract.
- 38.4. 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.
- 38.5. Financial responsibility for preparation of proposals is the sole responsibility of the Vendor.
- 38.6. The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the RFP, their proposal, resulting Contract and any renewals thereof.

**Proposal Cover Sheet**

PROPOSAL FOR: The provision of Outpatient Renal Hemodialysis 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 14-07-GFMED

LOCATION OF SERVICES:

Northern Correctional Facility (NCF)

Southern Correctional Facilities

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

OFFER: The undersigned hereby proposes to furnish to the STATE OF NEW HAMPSHIRE, the services as described in the PROPOSAL in accordance with the specifications contained herein. The signer of the Vendor below signifies the assent of the Vendor to all of the Terms and Conditions of this RFP.

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

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

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

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

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

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

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

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

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

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

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

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

## Proposal Check Sheet

**FORMAT FOR SUBMISSION:** Vendors shall submit two (2) original completed proposals in response to this RFP. The originals shall be signed in **blue ink**. These originals must be typed or clearly printed in **black ink**. All corrections shall be initialed by the contract signatory. Submit two (2) copies of the original Proposal and one (1) 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 11.1 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 B – Signature Page;
- Initialed Exhibit B:
  1. Estimated Budget, Outpatient Renal Hemodialysis Fee Schedule (Budget Sheet);
  2. Method of Payment; and
  3. 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.

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## Proposal Check Sheet

- 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 (if applicable for requested services);
- Administrative Rules, Rules of Conduct and Confidentiality of Information Forms;
- 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 (only mandatory for non-profit organizations – redact all personal information);
- Alternate W-9 Form ([W-9 Form Document](#));
- Statement of Financial Stability;
- Qualitative References; and
- Non-Disclosure of Right to Know Information Letter to State Agency, if applicable (See Scope of Services, Exhibit A, Section 15).

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, 3<sup>rd</sup> 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.

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Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

## Proposal Check Sheet

- 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 for the provision of outpatient renal hemodialysis services within a Vendor's facility for the male and female inmate/patient population who are under the custodial care of the NH Department of Corrections (NHDOC). Hemodialysis is a medical treatment for people who have been diagnosed with either acute or chronic renal failure. Inmates and patients under the auspices of the NH Department of Corrections with these conditions must receive hemodialysis treatment until kidney function improves, or as other clinical interventions become necessary, or indefinitely to sustain life in cases in which no other curative measures are feasible. Hemodialysis takes the place of normal kidney function, cleansing the blood of toxins. The primary cause of chronic renal failure in our inmate population is long-term chemical dependency or substance abuse, long-term diabetes or co-morbidity illnesses of diabetes. Other, uncommon causes include hereditary/congenital diseases.

**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 July 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. Location of Services:**

3.1. The Contractor shall provide the requested Outpatient Renal Hemodialysis services at the Vendor's dialysis center to inmates/patients from the location below which are marked with an "X":

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

3.2. Locations per contract year may be increased/decreased and or reassigned to alternative 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 of the NH Department of Corrections even in the event that their geographic location changes.

- 3.3. Partial Proposals for the requested Outpatient Renal Hemodialysis services for the NH Department of Corrections Correctional Facilities shall not be accepted.
- 3.4. The Contractor shall provide the requested Outpatient Renal Hemodialysis services at their designated dialysis treatment facility.

**4. Current Inmate/Patient/non-Adjudicated Resident Population: (NOT APPLICABLE)**

**5. Minimum Required Services:**

- 5.1. Written Protocol: The New Hampshire Department of Corrections and the End-Stage Renal Disease (ESRD) Dialysis Unit will mutually develop a protocol governing specific responsibilities, policies and procedures to be used in rendering dialysis services to inmates/patients at the ESRD Dialysis Unit, including but not limited to:
  - 5.1.1. Development/implementation of individual care plans relative to the provision of dialysis services;
  - 5.1.2. NH Department of Corrections will provide for interchange of information necessary for the care of the inmate/patient;
  - 5.1.3. NH Department of Corrections will provide to the Contractor a contact person whose responsibilities include coordination of health care; and
  - 5.1.4. The ESRD will document on the NH Department of Corrections consultation form at the end of each treatment, the results of the dialysis treatment and any follow up care/orders needed to maintain the inmate/patient's health status.
- 5.2. Inmate/Patient Information: The NH Department of Corrections shall ensure that all appropriate medical and administrative information accompanies all inmates/patients at the time of transfer or referral to the ESRD Dialysis Unit. This information shall include, but is not limited to, where appropriate on the NH Department of Corrections consultation form:
  - 5.2.1. Inmate's/Patient's name, ID number, date of birth and copies of appropriate medical records, including history of illness, including laboratory and x-ray findings;
  - 5.2.2. Treatment currently provided to the inmate/patient, including medications;
  - 5.2.3. Name, address and telephone number of the nephrologist with admitting privileges at the ESRD Dialysis Unit that referred inmate/patient to ESRD Unit;
  - 5.2.4. Any advanced directives executed by the inmate/patient; and
  - 5.2.5. Prescription for treatment.
- 5.3. Specific Services Provided by the Parties:
  - 5.3.1. The NH Department of Corrections shall have the responsibility for arranging the transportation of the inmate/patient to and from the ESRD Dialysis Unit, including the selection of the mode of transportation. The use of restraint devices for safety and security purposes are of the sole discretion of the NH Department of Corrections staff providing the transportation services and will be utilized in accordance with the NH Department of Corrections policy and procedure directive governing proper application of said devices.
  - 5.3.2. The NH Department of Corrections shall be responsible for ensuring the inmate/patient is medically stable to undergo such transportation and for treatment at the ESRD Dialysis Unit.
  - 5.3.3. The NH Department of Corrections shall be responsible for all costs of transportation associated with the transfer of the inmate/patient to and from the ESRD Dialysis Unit and the NH Department of Corrections facility. If emergency transportation of an inmate/patient by ambulance to a nearby hospital is required,

the NH Department of Corrections shall be responsible for the cost of transportation.

5.4. Admission Criteria:

5.4.1. The inmate/patient's attending nephrologist and the NH Department of Corrections Chief Medical Officer (CMO) shall determine the need for a transfer or referral from a NH Department of Corrections facility to the ESRD Dialysis Unit. Upon such determination, the NH Department of Corrections will immediately notify the ESRD Dialysis Unit in writing.

5.4.2. After a decision has been made to admit an inmate/patient by a nephrologist with admitting privileges at the ESRD Dialysis Unit and the Chief Medical Officer of the NH Department of Corrections, the ESRD Dialysis Unit will accept responsibility for treatment of the inmate/patient. The treatment will be subject to the inmate/patient's satisfying the ESRD Dialysis Unit's criteria for admission and continued treatment, the ESRD Dialysis Unit will provide dialysis services to said inmate/patient.

5.4.3. The NH Department of Corrections will receive confirmation from the ESRD Dialysis Unit that it will accept the inmate/patient, and all necessary admission documentation will be completed by the NH Department of Corrections and sent, in advance, to the ESRD Dialysis Unit.

5.5. Discontinuation of Services on an Individual Level:

5.5.1. The Contractor may immediately, for a temporary period, discontinue the provision of dialysis service to any inmate/patient of the NH Department of Corrections who, in their sole discretion, does not observe the established responsibilities, policies and procedures of the ESRD Dialysis Unit. The ESRD Dialysis Unit must provide written documentation of the violation(s), which the inmate/patient has committed, or, is suspected of committing, either by action or non-action, within a twenty-four (24) hour period to the NH Department of Corrections.

5.5.2. After a discontinuation of services has occurred due to a violation of ESRD Dialysis Unit policies and procedures, to gain acceptance back by the ESRD Dialysis Unit the inmate/patient must petition the ESRD Dialysis Unit, in writing sent by certified mail, for the restoration of privileges to outpatient renal hemodialysis services of the ESRD Dialysis Unit. The ESRD Dialysis Unit may, by their own discretion, accept or deny the petition and must do so within ten (10) working days of receipt of the petition. The inmate/patient may petition the ESRD Dialysis Unit once in a thirty (30) day period from the issuance date of the notice of discontinuation of services and thirty (30) days after the issuance date of a notice of denial of a previous petition.

5.5.3. With documented cause, the ESRD Dialysis Unit may request in writing to the NH Department of Corrections that the "temporary" discontinued status of the inmate/patient be changed to a "permanent" discontinued status. If approved by the NH Department of Correction's Chief Medical Officer or designee, the renal hemodialysis services by the Contractor will no longer be available to the inmate/patient and the inmate/patient will no longer be able to petition the Contractor for services.

5.6. Standards of Care:

5.6.1. The Dialysis Unit will conform to standards not less than those required by any applicable laws and regulations of any local, state or federal regulatory body, and the same may be amended from time to time.

- 5.6.2. The Contractor will provide only dialysis services and will perform no other services, medical or otherwise, except as such services shall relate to, or, are an integral part of the provision of dialysis services. No additional charges shall be added that are not allowed under Center for Medicare and Medicaid Services (CMS) billing rules and regulations.
- 5.6.3. The Contractor shall retain all management and administrative prerogatives and responsibilities, as would normally be assumed by the owner and operator of a medical facility.
- 5.6.4. Without limiting the generality of the foregoing, the Contractor agrees to provide dialysis services at the ESRD Dialysis Unit as follows:
  - 5.6.4.1. Operate the ESRD Dialysis Unit as a renal dialysis facility under the Medicare End Stage Renal Disease (“ESRD”) Program and if required, as a properly licensed medical facility under state laws and regulations;
  - 5.6.4.2. Provide all necessary equipment, personnel, supplies and services required for the operation of the ESRD Dialysis Unit including a business manager or administrator;
  - 5.6.4.3. Establish, modify and implement, policies and procedures concerning the administration of the ESRD Dialysis Unit including purchasing, personnel staffing, inventory control, equipment maintenance, accounting, legal, data processing, medical record keeping, laboratory, billing, collection, public relations, insurance, cash management, scheduling and hours of operation; and
  - 5.6.4.4. Provide the NH Department of Corrections written and verbal information on all aspects of the management of the inmates/patients’ care related to the provision of dialysis services, including, but not limited to, bleeding/hemorrhage, infection/bacteria, care of dialysis access site and disinfection of dialysis access site, any dietary requirements and directions on management of medical and non-medical emergencies.
- 5.7. HIPAA: The parties expressly agree to comply with all applicable patient information privacy and security regulations set for in the Health Insurance Portability and Accountability Act (“HIPAA”) final regulations for Privacy of Individually Identifiable Health Information by the federal due date for compliance, as amended from time to time.
- 5.8. Access to Books and Records: Until the expiration of four (4) years after the furnishing of the services provided under this Agreement, the Contractor will make available to the Secretary, United States Department of Health and Human Services, and the United States Comptroller General, and their representatives, a copy of this Agreement and such books, documents and records of the Company that are necessary to certify the nature and extent of any cost incurred by the NH Department of Corrections.
- 5.9. Notices: All notices pursuant to this Agreement shall be in writing and shall be given by depositing said notices in the United States registered or certified mails, return receipt requested, addressed to the parties at addresses as may hereafter be specified by any party or parties. All notices given in the manner prescribed in this section shall be deemed properly served upon receipt.

**6. General Service Provisions:**

- 6.1. Tools and Equipment: (NOT APPLICABLE)

**Scope of Services  
Exhibit A**

- 6.2. Rules and Regulations: The Contractor agrees to comply with all rules and regulations of the NH Department of Corrections as they pertain to transport of inmate/patients and security procedures while at the dialysis facility.
- 6.3. Licenses, Credentials, Certificates: The Contractor shall ensure all staff members meet the requirements of the State and CMS for dialysis facilities. The Contractor and its staff shall possess the credentials, licenses and/or certificates required by law and regulations to provide the services required.
- 6.4. Contractor Employee Information: (NOT APPLICABLE)
- 6.5. 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.
- 6.6. Change of Ownership: In the event that the Contractor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or, its successors or, assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.
- 6.7. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the Department for the duration of the Contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the Contract, submit a written identification and notification to 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.
- 6.7.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.
- 6.7.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
- 6.7.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Department of Corrections, Division Director, Medical and Forensic Services, or designee, P.O. Box 1806, Concord, NH 03302
- 6.8. Contractor Liaison's Responsibilities:
- 6.8.1. 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;
- 6.8.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof;
- 6.8.3. Receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract and any renewals thereof; and
- 6.8.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 6.9. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections Commissioner of Corrections, or designee, shall act as liaison between the Contractor and NH Department of Corrections for the duration of the Contract and any

**Scope of Services**  
**Exhibit A**

- 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:
- 6.9.1. 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;
  - 6.9.2. Monitoring compliance with the terms of the Contract;
  - 6.9.3. 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;
  - 6.9.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues which arise; and
  - 6.9.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 6.10. Reporting Requirements: The NH Department of Corrections shall, at its sole discretion:
- 6.10.1 Request the Contractor to provide proof of any and all permits to perform Outpatient Renal Hemodialysis 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;
  - 6.10.2. Request the Contractor to provide any and all reports on an as needed basis according to a schedule and format to be determined by the NH Department of Corrections; and
  - 6.10.3. Reports and/or information requests shall be forwarded to NH Department of Corrections, Division Director, Medical and Forensic Services, or designee, P.O. Box 1806, Concord, NH 03302.
- 6.11. Performance Evaluation: NH Department of Corrections shall, at its sole discretion:
- 6.11.1. Monitor and evaluate the Contractor's compliance with the terms of the Contract and any renewals thereof;
  - 6.11.2. The Director and the Operations Administrator of Medical and Forensic Services of the NH Department of Corrections 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;
  - 6.11.3. Request additional reports and/or reviews the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract;
  - 6.11.4. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action;
  - 6.11.5. Terminate the Contract, if NH Department of Corrections determines that the Contractor is:
    - 6.11.5.1. Not in compliance with the terms of the Contract;
    - 6.11.5.2. Has lost or has been notified of intention to lose their accreditation and/or licensure;
    - 6.11.5.3. Has lost or has been notified of intention to lose their Federal certification and/or licensure; and
    - 6.11.5.4. Terminate the Contract as otherwise permitted by law.

**7. Other Contract Provisions:**

- 7.1. 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.
- 7.1.1. 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.
- 7.2. 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.

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

- 8.1. 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.
- 8.2. 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.

**9. Embodiment of the Contract:**

- 9.1. The Contract between the NH Department of Corrections and the Contractor shall consist of:
- 9.1.1. Request for Proposal (RFP) and any amendments thereto;
  - 9.1.2. Proposal submitted by the Vendor in response to the RFP; and/or
  - 9.1.3. 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.
- 9.2. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the negotiated document noted in 9.1.3. shall govern.
- 9.3. 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.

**10. Cancellation of Contract:**

- 10.1. 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.
- 10.2. 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.
- 10.3. 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.

10.4. 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.

**11. 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.

**12. 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.

**13. 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.

**14. Information:**

- 14.1. 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.
- 14.2. 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.
- 14.3. In the event of unauthorized use or disclosure of the inmates/patients information, the Contractor shall immediately notify the NH Department of Corrections.
- 14.4. 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.
- 14.5. 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.

**15. 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.

**16. Special Notes:**

- 16.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 16.2. 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.
- 16.3. 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.
- 16.4. 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:
  - 16.4.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
  - 16.4.2. Secure the Contractor's written agreement to the proposed changes.
- 16.5. 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.
- 16.6. The NH Department of Corrections shall not be held liable for finders, placement, advertising fees or any related hiring fees incurred by the Contractor.
- 16.7. 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.
- 16.8. 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:
  - 16.8.1. NH Department of Corrections staff does not have contracting and payment authority.

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

**1. Signature Page**

The Vendor proposes to provide Outpatient Renal Hemodialysis 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.

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AUTHORIZED SIGNATURE

DATE

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NAME AND TITLE OF SIGNOR (Please Type)

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

If the NH Department of Corrections determines it is in the best interest of the State, it may seek a “*BEST AND FINAL OFFER*” (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. Fee Structure for Outpatient Renal Hemodialysis Services:**

- 2.1. Outpatient Renal Hemodialysis rates shall be based on the Centers for Medicare & Medicaid Services (CMS) End-Stage Renal Disease (ESRD) PPS base rate plus no more than ten percent (10%) as implemented through the NH Legislature in the passage of House Bill (HB) Two (2) which adopted the language of Senate Bill 185 that states:
  - 2.1.1. Medical Services for State Prisoners. Amend RSA 623-C:2, I and II to read as follows: (a) Except as provided in subparagraphs (b) through (d), *the Department of Corrections or its agent shall pay health care facilities and hospitals* 110 percent (110%) of the Medicare allowable rate for inpatient, *outpatient*, or emergency room care provided for prisoners in state correctional facilities. *In this chapter, health care facilities mean ambulatory and specialty-medical services centers licensed under RSA 151, and shall include but not be limited to surgical, rehabilitation, long term, oncology, and dialysis centers, but shall not include physician practices and community health care clinics.*
  - 2.1.2. Using the 2014 CMS ESRD PPS base rate, the Vendor shall respond with a rate that is reasonable based on the annual publication of composite rates in the Federal Register. The Contractor may submit requests for increase per visit rates as the rates are adjusted by CMS and published in the Federal Register by submitting a letter to the New Hampshire Department of Corrections Medical Operations Administrator with the attached materials from CMS within sixty (60) days of the rate changes. The NH Department of Corrections recognizes that CMS is replacing the basic case-mixed adjusted composite payment system with an End-Stage Renal Dialysis PPS (Prospective Payment System) by 2014. The Contractor should provide pricing for 2014 based on the CY 2014 ESRD PPS base rate. The NH Department of Corrections recognizes the rate determination for 2014 shall be one hundred percent (100%) of the PPS payment.
    - 2.1.2.1 The amount submitted for reimbursement shall conform to all coding and billing conventions of the CMS for ESRD outpatient facilities utilizing the ESRD PPS Pricer Calculator plus no more than ten percent (10%) for the appropriate billing year.
    - 2.1.2.2 The UB-04 Billing Claim form shall contain itemized service/product charges including any additional charges to the base rate for patient-level adjustments i.e. age, body surface area (BSA) and low body mass index (BMI) and outlier adjustments as approved by CMS.
    - 2.1.2.3 The Outpatient Renal Hemodialysis per session service/treatment rate shall be based on the Contractor's dialysis facility 2014 CMS ESRD PPS base rate.
    - 2.1.2.4. The Contractor shall use the following payment methodology to determine their Final ESRD Rate per session/treatment: [(CBSA Rate X Total Factor Adjustment Rate) X Total Case Mix Adjustment Rate = CMS Rate] X the Medicare Allowable Rate not to exceed 10%.
    - 2.1.2.5. The Contractor shall provide a sample UB-04 Billing Claim Form/Invoice and a supplemental attachment demonstrating the breadth of the formulary requirements of section 2.1.2.4.

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**3. Outpatient Renal Hemodialysis Fee Schedule:**

3.1. Bidder's Service Location Facility: \_\_\_\_\_  
(City & State)

3.2. The Contractor shall provide and complete sections (b.-g.) of the Rate Data and Factor Adjustments Calculation Table, below.

<i>Rate Data and Factor Adjustments Calculation Table</i>		
<b>RATE DATA:</b>	<b>ESRD PRICER YR USED:</b> a.	2014
b.	CBSA Rate:	\$
c.	<b>Rate (100% CBSA)</b>	\$
<b>FACTOR ADJUSTMENTS:</b>		
d.	Drug Add-on Factor (DAF):	N/A
e.	Budget Neutrality Factor (BNF):	N/A
f.	<b>Total Factor Adjustments (DAF*BNF):</b>	0
g.	<b>Rate after DAF and BNF:</b>	\$

**Note:** CBSA = Core Based Statistical Area (facility-level adjustments that include adjusters to reflect urban and rural differences in area wage levels using an area wage index developed from CBSA's). Facility-level adjustments also include an adjuster for facilities treating low-volume of dialysis treatments.

- 3.2.1. The Contractor shall provide, per Section 2.1.2.4., all applicable data elements (b.-g.) contained in the Rate Data and Factor Adjustments Calculation Table, above, and shall include this facility-specific data on each individual Final ESRD Worksheet throughout the term of the Contract.
- 3.3. The Contractor shall provide the Add-On percentage not to exceed ten percent (10%) of the Medicare Allowable Rate, per requirements of RSA 623-C:1, and complete section (a.) of the Medicare Allowable Rate Table, below.

<i>Medicare Allowable Rate Table</i>	
a.	<b>Not to Exceed 10% of the Medicare Allowable Rate</b> %

- 3.3.1. The Contractor shall provide, per Section 2.1.2.4., all applicable data elements (a.) contained in the Medicare Allowable Rate Table, above, and shall include this rate on each individual Final ESRD Worksheet throughout the term of the Contract.
- 3.4. The Rate after DAF and BNF Section 3.2. (g) plus the Add-On Percentage not to exceed 10%, Section 3.3. (a) shall equal the Bidder's Facility Base Rate.
- 3.5. The Contractor shall provide and complete sections (a.-h.) of the Case-Mix Adjustments Table, below.

<i>Case-Mix Adjustments Table</i>		
<b>CASE-MIX ADJUSTMENTS:</b>		
a.	BSA:	
b.	BSA Factor (BSAF):	
c.	BMI:	
d.	BMI Factor (BMIF):	
e.	Age:	
f.	Age Factor (AF):	
g.	<b>Total Case-Mix Factor (BSAF*BMIF*AF):</b>	
h.	<b>Per Treatment Rate after all Case-Mix Factors:</b>	\$

- 3.6.1. The Contractor shall provide, per Sections 2.1.2.2. and 2.1.2.4., all applicable data elements (a.-h) contained in the Case-Mix Adjustment Table, above and shall include this patient-specific data on each individual Final ESRD Worksheet.
- 3.7. The Contractor shall attach all Final ESRD Worksheets, inclusive of all data elements from the following tables, below, to each corresponding inmate/patient UB-04 Billing Claim Form/Invoice through out the term of the Contract:
  - 3.7.1. Rate Data and Factor Adjustments Calculation Table;
  - 3.7.2. Medicare Allowable Rate Table not to exceed 10%; and
  - 3.7.3. Case-Mix Adjustment Table.
- 3.8. The Contractor shall provide the Final ESRD Rate on each individual inmate/patient UB-04 Billing Claim Form throughout the term of the Contract and shall equal the Final ESRD Rate identified on the individual inmate/patient Final ESRD Worksheet.

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**4. Method of Payment:**

- 4.1. Services are to be invoiced within thirty (30) days of the date of service.
- 4.2. The Outpatient Renal Hemodialysis per session service/treatment rate shall be based on the Contractor's dialysis facility 2014 CMS ESRD PPS base rate. .
- 4.3. The Contractor shall use the following payment methodology to determine their Final ESRD Rate per session/treatment: [(CBSA Rate X Total Factor Adjustment Rate) X Total Case Mix Adjustment Rate = CMS Rate] X the Medicare Allowable Rate not to exceed 10%.
- 4.4. All claims remitted for payment for each session service/treatment shall be submitted on a CMS UB-04 Billing Claim Form that includes and clearly identifies the Final ESRD Rate supplemented by the corresponding attached Final ESRD Rate Worksheet.
- 4.5. The Final ESRD Rate Worksheet shall include the following tables, inclusive of all corresponding data elements of each table, which will determine the Final ESRD Rate:
  - 4.5.1. Rate Data and Factor Adjustments Calculation Table;
  - 4.5.2. Case-Mix Allowable Rate Table; and
  - 4.5.3. Medicare Allowable Rate not to exceed 10%.
- 4.6. The Final ESRD Rate Worksheet shall include the following additional information:
  - 4.6.1. Inmate/Patient Name and Contractor's Account Number;
  - 4.6.2. Age;
  - 4.6.3. Sex;
  - 4.6.4. Vendor Facility's Name or Site and Address;
  - 4.6.5. Inmate/Patient Admittance/Discharge Date or Service/Treatment Date;
  - 4.6.6. Date of Invoice
  - 4.6.7. Billing Claim Form's Reference Number
  - 4.6.8. Any other pertinent inmate/patient information deemed necessary by the New Hampshire Department of Corrections.
- 4.7. Billing Claim Forms and attached Final ESRD Rate Worksheets shall be sent to the NH Department of Corrections, Bureau of Financial Services, P.O. Box 1806, Concord, NH 03302-1806.
- 4.8. The Billing Claim Form and attached Final ESRD Rate Worksheet will be reviewed and approved for processing and issuance of payment by the NH Department of Corrections Bureau of Financial Services.
- 4.9. The NH Department of Corrections Bureau of Financial Services may issue payment to the Vendor within thirty (30) days of receipt of an approved claims form. Claims forms not submitted in the appropriate format or deemed to contain billing errors will result in payment suspension until the claims form is deemed correct.
- 4.10. 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 026000618.
- 4.11. For contracting purposes, the State's Fiscal Calendar Year starts on July 1st and ends on June 30<sup>th</sup> of the following year. For budgeting purposes, year one of the Contract shall end on June 30, 2015.

**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 amendments, thereof, or the execution of any option to extend the Contract.

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

**1. Special Provisions:**

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

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**Section E: 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.

<b>Term</b>	<b>Acronym</b>	<b>Description/Definition</b>
Age Factor	AF	
Best and Final Offer	BAFO	
Body Mass Index	BMI	
Center for Medicare & Medicaid Services	CMS	
Certified Public Accountant	CPA	
Chief Medical Officer	CMO	
Core Based Statistical Area	CBSA	
Eastern Standard Time	EST	
Electronic Health Record	EHR	
End-Stage Renal Dialysis	ESRD	
Estimated	Est	
Governor and Executive Council	G&C	
Health Insurance Portability and Accountability Act	HIPAA	
Joint Commission on Accreditation of Healthcare Organizations	JCAHO	
New Hampshire	NH	
NH Department of Corrections	NHDOC	
NH State Prison for Men	NHSP-M	
NH State Prison for Women	NHSP-W	
Northern NH Correctional Facility	NCF	
Not Applicable	N/A	
Pricer Calculator	PC	
Post Office Box	PO/P.O.	
Quality Incentive Program	QIP	
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.
Secure Psychiatric Unit	SPU	
State of NH Long Form Contract	P-37	
The Joint Commission	TJC	
To Be Announced	TBA	
United States	US	

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