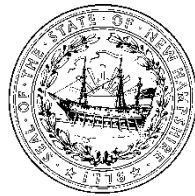


NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

REQUEST FOR PROPOSAL



NHDOC RFP 18-08-GFMED

Inpatient and Outpatient Hospital/Medical Services

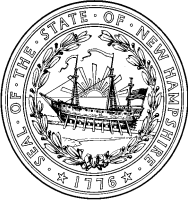
ISSUE DATE: April 13, 2018

CLOSING DATE: May 11, 2018

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF MEDICAL & FORENSIC
SERVICES

P.O. BOX 1806
CONCORD, NH 03302-1806

603-271-5610 FAX: 1-888-908-6609
TDD Access: 1-800-735-2964
www.nh.gov/nhdoc

Helen M. Hanks
Commissioner

Paula L. Mattis
Director

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

April 13, 2018

RFP Title: Inpatient and Outpatient Hospital/Medical Services

RFP Number: NHDOC 18-08-GFMED

RFP Due Date: May 11, 2018, **no later than 2:00PM, EST**

RFP Population Served: The patient population being served as a provision of Inpatient and Outpatient Hospital/Medical Services and other professional medical services are under custodial care located at the Northern NH Correctional Facility (NCF) Berlin, 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 to provide Inpatient and Outpatient Hospital/Medical Services and other professional medical services for the Northern NH Correctional Facility of the New Hampshire Department of Corrections (herein known as the "NHDOC," "State," "Corrections," or "Department"). This RFP is designed to comply with [RSA 623-C:2](#) as amended effective July 1, 2015.

2. Performance Period:

Contract(s) awarded by the Governor and Executive Council on behalf of the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning 7/1/2018 or upon approval of the Governor and Executive Council (G&C) whichever is later through 6/30/2021

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**Request for Proposal (RFP)
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with an option to renew for (1) one additional period of up to two (2) years only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

3. Statement of Purpose:

The purpose of this request for proposal is for the provision of Inpatient and Outpatient Hospital/Medical Services, phlebotomy and professional medical services complying with [RSA 623-C:2](#) as amended effective July 1, 2015 for the patient population of the NH Hampshire Department of Corrections Northern NH Correctional Facility (NCF), Berlin, NH.

4. 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 inquiries or questions.

- 4.1. Inquires shall be received no later than **2:00PM EST on April 20, 2018.**
- 4.2. Inquires received shall be addressed only if they are deemed by the NH Department of Corrections to be critical to the bid process. No inquiries shall be accepted after 2:00PM on **April 20, 2018.**
- 4.3. 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:

| |
|---|
| <p>NH Department of Corrections Director of Medical & Forensic Services P.O. Box 1806 Concord, NH 03302-1806 Tel: (603) 271-5563 Fax: 1-888-908-6609 Joyce.Leeka@doc.nh.gov</p> |
|---|

- 4.4. Vendors are encouraged to submit questions via e-mail, however the State assumes no liability for assuring accurate/complete e-mail transmission/receipt and is not responsible to acknowledge receipt.
- 4.5. The State may consolidate and/or paraphrase questions for sufficiency and clarity. The State may, at its discretion, amend this RFP by an instrument of an Addendum on its own initiative or in response to issues raised by inquires, as it deems appropriate.

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

An official written answer to all written inquiries received meeting the requirements found in Section Four (4), 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 27, 2018.**

6. 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.

7. 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.

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

- 7.1. **Instructions:** Submit **two (2) original** and complete Proposals, to include: Cover Page, Cover Letter, Initialed Terms and Conditions, Proposal Cover Sheet, P-37 (v. 5/8/15), Initialed Exhibit A, B & C, Certificate of Good Standing, Certificate of Authority/Vote and Certificate of Insurance; Comprehensive General Liability Insurance Acknowledgment Form; Administrative Rules, Rules of Conduct and Confidentiality of Information Forms; PREA Acknowledgement Form; and Health Insurance Portability and Accountability Act (HIPAA) Form are located as a separate link on the NHDOC website http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm; List of Board of Directors and Address (*mandatory for Non-Profit organizations and redact all personal information*), List of Key Personnel and Salaries (*mandatory for Non-Profit organizations and redact all personal information*), Resumes (*mandatory for Non-Profit organizations and redact all personal information*); Professional Licenses and/or Certifications of professional staff providing the requested services; Sample Reports; Alternate W-9 Registration https://das.nh.gov/purchasing/vendor_registration; Submission of Financial Statements; Non-Disclosure of Right To Know Letter (if applicable); Glossary of Terms 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.
- 7.1.1. In addition, submit **one (1) executed PDF file of the proposal on a thumb drive**.
- 7.1.2. Proposals **must be sealed** or they shall not be accepted.
- 7.1.3. **Do not staple** any part of the proposals. **Do not use three (3) ring binders** for any part of the proposals.
- 7.1.4. Please use only binder clips to secure and/or separate sections of the proposals.
- 7.1.5. **Sealed proposals shall follow the sequence of the Proposal Check Sheet.**
- 7.1.6. Proposals shall be submitted by the prospective Vendor and received by the NH Department of Corrections no later than 2:00PM EST on **May 11, 2018** to be considered.
- 7.1.7. All corrections shall be initialed by the prospective contract signatory; correction tape or white out shall not be used on any Contract documents or submitted RFP documents.
- 7.1.8. Headers and Footers shall not be modified of the original text to include reference of the Vendor's organizational name and renumbering of pages.
- 7.2. **Technically Non-Compliant:**
- 7.2.1. Proposals that are not complete (omission of requested proposal documents) or unsigned shall be considered "technically non-compliant";
- 7.2.2. Absence of any documentation identified in the Proposal Check Sheet shall be considered "technically non-compliant";
- 7.2.3. Proposals that may be deemed ambiguous to the NH Department of Corrections during the evaluation process.
- 7.3. **Technically Non-Responsive:**
- 7.3.1. 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 Vendor and may send the proposal back to the prospective Vendor unopened and unevaluated.
- 7.3.2. If a partial service proposal is received, it shall be considered "technically non-responsive" and the NH Department of Corrections may notify the Bidder.

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- 7.3.3. Submission of Dun & Bradstreet Business Information Reports, Dun & Bradstreet Rating Reports or any similar business risk reports, Financial Reference Letters from Bank Institutions and/or non-sole proprietorship entities submitting federal tax returns (option # 3) in lieu of the submission of Financial Statements requirements set forth in the Terms and Conditions, paragraph 7, [Instructions, RFP Documents, Format and Labeling of Proposal Submissions](#); 7.4.3., [Submission Financial Statements](#) shall be deemed “technically non-responsive”.
- 7.3.4. Any alterations to the text or format of the RFP, addendum or attachment to this document; and
- 7.3.5. RFP responses not adhering to the format requirements, sub-paragraph [7.6 Format Requirements, 7.6.6. – 7.6.13.](#), shall be deemed “technically non-responsive”.
- 7.4. **Required RFP Documents:** All identified documents found on the Proposal Check Sheet are required documents and shall 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:
- 7.4.1. **Cover Page** – Title of RFP; RFP Number; Vendor’s Organizational Name and Submission Date.
- 7.4.2. **Cover Letter** – Executive Summary and Program Structure/Plan of Operation:
- **Executive Summary** (not to exceed 3 pages) – Briefly summarize an overview of the organization, history, (including any networks or subcontractors to be involved), structure (Non-Profit, For Profit), mission and length of time the organization has been in operation.
 - **Program Structure/Plan of Operation** (no limit to pages) – Describe the program structure/plan of operation to provide services as specified in [SECTION D: Scope of Services, Exhibit A](#).
 - i. Describe the organization’s experience and capacity to provide the required Inpatient and Outpatient Hospital/Medical Services pertaining to Section 1 as described in [SECTION D: Scope of Services, Exhibit A](#).
 - ii. Provide a cumulative response on the approach of how the treatment services requested in Section 1, [SECTION D: Scope of Services, Exhibit A](#) will be delivered to include hospital claims processing, physician services, physician services claim processing, phlebotomy and other services at discounted rates(s) and no other costs by the Vendor.
 - iii. Describe a plan of immediate availability and a thirty (30) day transition period for the start of services or upon award of a contract.
- 7.4.3. **Submission of 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 *shall* include one (1) of the following; please check off one (1) of boxes below submitted with your Proposal:

| Check | Description |
|--------------------------------------|---|
| Option 1 <input type="checkbox"/> | a copy of the organization’s most recent full set of financial statements |
| Option 2 <input type="checkbox"/> | a copy of the organization’s audited set of financial statements from an independent Certified Public Accountant (CPA) firm |
| Option 3 <input type="checkbox"/> | a copy of the sole proprietorship’s most recent set of Income Statements, Statement or Owner’s Capital and Balance Sheets or federal income tax returns |

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- 7.4.4. **Qualitative References** – Qualitative references shall be submitted. Please provide a list of references comprising of current and former clients, organizations, and/or agencies (city, state and/or federal) from the past two (2) years providing similar optometry services. From this list the Vendor shall submit a mixture of written and contactable references with a minimum of two (2) written references to be from executive management level. The Vendor shall grant the NH Department of Corrections permission to contact the written and contactable references upon submission of reference information. Please provide the following information for each reference:
- Name and address of organization;
 - Name, title, e-mail address and telephone number of the contact person;
 - Website address; and
 - Performance period.

7.5. **Order of Required RFP Documents:** Please submit the required RFP documents in the order specified in the Proposal Check Sheet, [SECTION C: Proposal Check Sheet](#).

7.6. **Proposal Requirements:**

| | | | |
|---------|--------------------------|-------|---|
| 7.6.1. | Front Style | ..... | 12 Point, Times New Roman |
| 7.6.2. | Line Spacing | ..... | One and a half |
| 7.6.3. | Text Justification | ..... | Flush left |
| 7.6.4. | Margins | ..... | One inch all around |
| 7.6.5. | Tabs | ..... | Do not include section tabs |
| 7.6.6. | Binding | ..... | Do not bind, staple or 3-hole punch |
| 7.6.7. | Header/Footer | ..... | Do not alter current headers & footers |
| 7.6.8. | Signatures/Initials | ..... | ORIGINAL (handwritten) and in BLUE ink; No computer generated initials |
| 7.6.9. | Executed forms by Vendor | ..... | ORIGINAL Forms (no photo copies) executed in BLUE ink |
| 7.6.10. | Single Sided | ..... | Do not double side pages |
| 7.6.11. | Vendor Text | ..... | Do not alter Terms and Conditions and Exhibits A, B & C to add Vendor specific information |
| 7.6.12. | Black Ink/Graphics | ..... | Responses shall use BLACK ink <u>ONLY</u> ; NO COLOR graphics |
| 7.6.13. | Sealed Bids | ..... | Bids shall be sealed |

7.7. **Labeling and Addressing Proposal:** Please clearly mark the outside of your envelope ***RFP 18-08-GFMED Inpatient and Outpatient Hospital/Medical 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 **May 11, 2018 at 2:00PM EST**, to be considered.

7.7.1. For **overnight carrier delivery**, the Vendor shall address the overnight carrier label as such: NH Department of Corrections, Contract Administrator, 105 Pleasant Street, Room 322, Main Building, Concord, NH 03301, referencing telephone extension 603-271-7602.

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- 7.7.2. A successful Request for Proposal requires much planning. The Main Building at 105 Pleasant Street is a secured facility. Be aware that overnight carrier staff can't enter the facility freely. Please allow sufficient time for shipping. Vendors shall assume all risk for carrier deliveries not meeting the RFP deadline date and time.

8. Submission Criteria:

Proposals that are not complete or unsigned shall be considered "technically non-compliant." Any proposal received after the deadline shall be considered "technically non-responsive" and not evaluated.

- 8.1. Partial proposals shall not be accepted. All proposals shall be submitted for the full scope of services being requested within the RFP. 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.
- 8.2. Submission of Dun & Bradstreet Business Information Reports, Dun & Bradstreet Rating Reports or any similar business risk reports, Financial Reference Letters from Bank Institutions and/or non-sole proprietorship entities submitting federal tax returns (option # 3) in lieu of the submission of Financial Statements requirements set forth in the Terms and Conditions, paragraph 7, [Instructions, RFP Documents, Format and Labeling of Proposal Submissions](#); , 7.4.3., [Submission of Financial Statements](#) shall be deemed "technically non-responsive".
- 8.3. Any alterations to the text or format of the RFP, addendum or attachment to this document shall be considered "technically non-responsive";
- 8.4. RFP responses not adhering to the format requirements, sub-paragraph [7.6 Format Requirements, 7.6.6. – 7.6.13.](#), shall be deemed "technically non-responsive".
- 8.5. 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".
- 8.6. 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.
- 8.7. The NH Department of Corrections shall not consider a proposal which remains unsigned and not received on the fourth (4) business day after issuing notification of the unsigned proposal.

9. 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 Proposal Cover Sheet of the person authorized to legally bind the Vendor to the terms of this RFP and 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-responsive."

10. 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:

- 10.1. Conform to instructions and format contained within the RFP;
- 10.2. Is properly executed and complete; and
- 10.3. Contains all required supporting documentation.

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

The State Long Form Contract, form P-37 (v. 5/8/15); Certificates of Authority/Vote; Comprehensive General Liability Insurance Acknowledgement Form; Administrative Rules, Rules of Conduct,

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Confidentiality of Information Agreement, PREA Acknowledgement Form and Health Insurance Portability and Accountability Act (HIPAA) Form shall be applicable for the requested contracted activities and are located as a separate link on the NH Department of Corrections website: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

12. 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.

13. Financial Commitment:

- 13.1. Issuance of this RFP and receipt of proposals does not commit the NH Department of Corrections to a contract award.
- 13.2. 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.
- 13.3. Financial responsibility for the preparation of proposals is the sole responsibility and risk of the Bidder. The NH Department of Corrections shall not be liable for pre-contractual expenses incurred by a Bidder in the preparation of its proposal and Bidders shall not include any such expenses in their offers.

14. Rejection of Proposals:

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

- 14.1. Has any interest that shall, in the sole discretion of the NH Department of Corrections, conflict with performance of services for the State to include “Technically Non-Responsive Proposals”;
- 14.2. Fails to demonstrate to the satisfaction of the NH Department of Corrections that it is in sound financial condition;
- 14.3. If a non-profit/not-for-profit 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 (*redact all personal information pertaining to these requirements*);
- 14.4. Fails to make an oral presentation if requested by the NH Department of Corrections at a time, place and in a manner satisfactory to NH Department of Corrections; and
- 14.5. Fails to reach an agreement with the Department on any and all Contract terms.

15. 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:

- 15.1. Seek clarification;
- 15.2. Allow the Vendor to make corrections; or
- 15.3. Apply a combination of the two (2) remedies.

16. Addendum(s) or Withdrawal of the RFP:

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

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- 16.2. It is the Vendor's sole responsibility to monitor the NH Department of Corrections website for RFP related publications to include, but not limited to: Public Notices, RFP Cancellations, Addendums, Questions & Answers, RSAs, Court Decrees and/or ancillary documents.
- 16.3. 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.
- 16.4. The NH Department of Corrections at its discretion may request clarification from a Vendor of a proposal submitted.
- 16.5. 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 32.1., 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.

17. Proposal Submission:

- 17.1. 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.
- 17.2. Vendors should be cautioned that their proposal shall be subject to acceptance by the NH Department of Corrections without further clarification.
- 17.3. All companies, producers, agents or underwriters submitting Proposals are construed to have agreed to all conditions set forth in the RFP.
- 17.4. Verbal agreements or instructions from any source shall not be authorized.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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

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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.

23. 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. The Vendor shall be responsible for and agree to be bound by the provisions set forth to include, but not limited to: NH Department of Corrections Administrative Rules, Rules of Conduct and Confidentiality of Information, Policies, Procedures and Directives (PPD's), Prison Rape Elimination Act (PREA) of 2003, Health Insurance Portability and Accountability Act (HIPAA), State RSA's and any applicable Federal regulations.

24. 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.

25. 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.

26. Evaluation of Proposals and Award of Contract:

- 26.1. The NH Department of Corrections has approved this RFP for issuance. The RFP process is a procurement option allowing the Governor and Executive Council to award a Contract based upon the evaluation criteria established by the NH Department of Corrections.
- 26.2. Evaluation of proposals shall be based on evaluation criteria established by the NH Department of Corrections.
- 26.3. 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.
- 26.4. Upon review by the NH Department of Corrections and approval by the Governor and Executive Council, the signed Contract shall become valid.

27. 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.

28. 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

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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.

29. Best Interest of the State:

If the NH Department of Corrections determines it is in the best interest of the State, it may seek a *BEST AND FINAL OFFER* (BAFO) from Vendors submitting acceptable and/or potentially acceptable proposals.

29.1. The “*BEST AND FINAL OFFER*” would provide Vendors the opportunity to amend or change its original proposal(s) to make it more acceptable to the State. The NH Department of Corrections reserves the right to exercise this option.

29.2. The “*BEST AND FINAL OFFER*” shall provide the NH Department of Corrections the opportunity to modify volume indicators and cost categories, if applicable, identified in Exhibit B of the RFP. Such request of the 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.

30. Proposal Review and Evaluation Criteria:

30.1. The NH Department of Corrections shall conduct an objective review of the proposal(s) received in response to this RFP process. The evaluation will be based on the demonstrated capabilities and skills of the prospective Vendor in relation to the needs of the services to be provided as set forth in this RFP. The NH Department of Corrections shall not review proposals that reduce our current functions.

30.2. 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 point values and pass/fail assignments to each proposal.

30.3. 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.

30.4. The scoring of proposals establishes a reference point from which to make negotiation decisions. NH Department of Corrections 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, but does not imply that a Contract will be awarded. The Governor and Executive Council reserves the right to award more than one (1) Contract resulting from the evaluation process by the NH Department of Corrections from the proposal submitted in response to this RFP, as well as the right to reject all proposals.

30.5. The Governor and Executive Council through the NH Department of Corrections shall award a Contract(s) based on the calculation of expected total cost of estimated services to be provided including estimated internal NH Department of Corrections transportation costs and rate adjustments, ability to provide services, and the organization’s resources and capabilities. The NH Department of Corrections will also consider the diversity of specialty services available by the prospective Vendor as well as access and rates associated with specialty services.

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- 30.6. Organizations must provide proof of being licensed in the State of New Hampshire and be currently, fully certified or accredited by The Joint Commission (TJC), Centers for Medicare and Medicaid Services (CMS), the State of New Hampshire and or the Alpha Omega Alpha Honor Medical Society (AOA).
- 30.7. The NH Department of Corrections will evaluate accepted proposals based on the following:
- 30.7.1. Total Estimated Cost:
- For the “*Best Interest of the State*” the total estimated cost shall carry the most weight under the Proposal Review and Evaluation process;
 - Inpatient, Emergency and Outpatient services available by the prospective Vendor as well as access and rates associated with specialty services;
 - Rate adjustments; and
 - Transportation costs.
- 30.7.2. Claims Processing:
- Submitted in industry format adhering to CMS1500, UB-04 forms; and
 - Invoice with appropriate discounting per contract adhering to [RSA 623-C:2](#) as amended effective July 1, 2015.
- 30.7.3. Physician Services:
- Pricing at or below 110% Medicare for hospital employed physicians; and
 - Depth and breadth of physician network.
- 30.7.4. Phlebotomy Services.
- 30.7.5. No Other Costs by Vendor as indicated in the Vendor’s RFP response; and
- 30.7.6. Qualitative References.
- 30.8. The NH Department of Corrections reserves the right to accept or reject any proposal and to waive any minor irregularities in any proposal.
- 30.9. Points and pass/fail assigned per category in Section 31.1., Table of Scoring Criteria, are listed in no particular weighted order.

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31. Scoring of Evaluation Criteria:

31.1. Table of Scoring Criteria:

| Category | Total Points Per Category |
|--|---------------------------|
| 31.1.1. Total Estimated Cost: (720 Points) | 720 |
| 31.1.1.1. Inpatient Services: (100 points) | |
| 31.1.1.2. Emergency Services: (200 points) | |
| 31.1.1.3. Outpatient Services: (300 points) | |
| 31.1.1.4. Rate Adjustments: (70 points) | |
| 31.1.1.5. Transportation Costs: (50 points) | |
| 31.1.2. Claims Processing: (50 Points) | 50 |
| 31.1.2.1. Adherence to CMS 1500, UB-04 Forms: (25 points) | |
| 31.1.2.2. Discounting Invoicing per RSA 623-C:2: (25 points) | |
| 31.1.3. Physician Services: (150 Points) | 150 |
| 31.1.3.1. Bids at or Below the 110% of Medicare for Hospital Employed Physicians: (100 points) | |
| 31.1.3.2. Depth & Breath of Physician Network: (50 points) | |
| 31.1.4. Phlebotomy Services: (20 Points) | 20 |
| 31.1.4.1. Ability and immediate availability: (10 points) | |
| 31.1.4.2. Qualified and certified Phlebotomy staffing: (10 points) | |
| 31.1.5. Other Services at Discounted Rate, i.e. PT, OT, ST, RT, Rehabilitative Services, etc.: (40 Points) | 40 |
| 31.1.6. No Other Costs by Vendor: (20 Points) | 20 |
| 31.1.7. Qualitative References | Pass/Fail |
| Total of all Categories | 1000 |

32. Schedule of Events (Timetable):

32.1. Table of Events and Important Dates:

| Event # | Description of Event | Date of Event |
|---------|--|--|
| 1 | RFP Issued | April 13, 2018 |
| 2 | Written Inquiries Due | April 20, 2018 |
| 3 | NHDOC Posts Answers to Inquiries | April 27, 2018 |
| 4 | Proposals Due | May 11, 2018 |
| 5 | Presentations of Selected Vendors | TBD, if required |
| 6 | Best & Final Offer | TBD, if required |
| 7 | Contract Finalization | June, 2018 |
| 8 | Anticipated Approval by the Governor and Executive Council | Upon G&C Approval |
| 9 | Expected Services Start Date | July 1, 2018 or upon G&C approval whichever is later |

Note: The NH Department of Corrections, with the exception of Event # 4: "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 – 16.5., Terms and Conditions of this RFP. Notice of any such changes will be posted on the NH Department of Corrections website and will be entitled *Table of Events and Important Dates*.

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33. Procedures for Proposal Selection and Notification:

- 33.1. A letter of selection may be sent to the Vendor(s) who submitted proposals that may be selected. The Scope of Services and Budget for a proposed contract may be negotiated based upon the merit of the proposal, as evaluated by the proposal evaluation committee, availability of funding and conditions of the award.
- 33.2. 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.

34. Prison Rape Elimination Act (PREA) of 2003:

Vendor shall comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Vendor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards which may require an outside independent audit.

35. Administrative Rules, Policies, Regulations and Policy and Procedure Directives:

Vendor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's) to include but not limited to PPD 5.08: *Staff Personal Property Permitted In and Restricted from Prison Facilities* located as a separate link: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

36. 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, <http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-mrg.htm>.

In addition, in accordance with RSA 9-F:1, <http://www.gencourt.state.nh.us/rsa/html/I/9-F/9-F-1.htm>, 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, <http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-5.htm>.

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.

If any information being submitted in response to this request for proposal should be kept confidential as financial or proprietary information; the contractor must specifically identify that information in a letter to the agency and mark the information within the proposal as such.

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Marking the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision in this RFP to the contrary, Contract pricing shall be subject to disclosure upon approval of a contract by the Governor and Executive Council.

Generally, each Proposal shall become public information upon the approval of Governor and Council of the resulting contract, as determined by the State, including but not limited to, RSA Chapter 91-A (Right to Know Law). The State will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential. If a request is made to the State to view portions of a Proposal that the Contractor has properly and clearly marked confidential, the State will notify the Contractor of the request and of the date and the State plans to release the records. A designation by the Contractor of information it believes exempt does not have the effect of making such information exempt. The State will determine the information it believes is properly exempted from disclosure. By submitting a Proposal, Contractors agree that unless the Contractor obtains a court order, at its sole expense, enjoining the release of the requested information, the State may release the requested information on the date specified in the State's notice without any liability to the Contractor(s).

37. Special Notes:

- 37.1. The headings and footings to 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. Financial responsibility for preparation of proposals shall be the sole responsibility and risk of the Vendor.
- 37.5. 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.
- 37.6. 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.
- 37.7. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:
 - 37.7.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
 - 37.7.2. Secure the Contractor's written agreement to the proposed changes.
- 37.8. 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.
- 37.9. Vendor shall provide, for the life of the Contract and any renewals thereof, the minimum General Liability coverage to be no less than \$1,000,000.00 per each occurrence and \$2,000,000.00 general aggregate.
- 37.10. Vendor shall provide, for the life of the Contract and any renewals thereof, proof of Workers' Compensation and Employers' Liability Insurance.

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- 37.11. Vendor shall provide proof and identify limits and expiration dates of General Liability, 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: Proposal Cover Sheet

PROPOSAL FOR: The provision of Inpatient and Outpatient Hospital/Medical Services for the Northern NH Correctional Facility located in Berlin, NH. This section is for the purpose of ensuring that the Vendor has included all the required information to submit a Proposal. Please note that transportation costs will be factored into the cost of services for each location. Transport and population estimates by location are as specified in [SECTION D: Scope of Services, Exhibit A](#).

RFP NUMBER: NHD0C 18-08-GFMED

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 and requested services of the Scope of Services and Method of Payment 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:** _____

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SECTION C: Proposal Check Sheet

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 one (1) thumb drive of the completed original Proposal. Proposals that are not completed or unsigned shall be considered “technically non-compliant.” Any proposal(s) received after the deadline shall 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, Terms and Conditions, Paragraph 7, [Instructions](#), [RFP Documents](#), [Format and Labeling of Proposal Submissions](#):

- Cover Page:
 - Title of RFP;
 - RFP Number;
 - Vendor’s Organizational Name; and
 - Submission Date.
- Cover Letter:
 - Executive Summary; and
 - Program Structure/Plan of Operation Narrative
- Initialed Terms and Conditions, p. 1-15 .
- Proposal Cover Sheet, p. 16.
- Contract Form P-37 (v. 5/8/15) http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm:
 - 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, p. 20-31.
- Initialed Exhibit B – Estimated Budget/Method of Payment:
 - Signature Page, p. 32;
 - Method of Payment/Appropriation of Funds, p. 33.
- Initialed Exhibit C – Special Provisions, p. 34.
- Glossary of Terms, p. 35-36.
- Certificate of Good Standing (**not included herein; see instructions on next page**).
- Certificate of Authority/Vote (execute and submit only the one that applies to your entity). http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm:
 - [2015 Certificate of Authority Vote #1 - Corp or LLC \(Non-specific\)](#);
 - [2015 Certificate of Authority Vote #2 - Corp or LLC \(Specific\)](#);
 - [2015 Certificate of Authority Vote #3 - Corp General or Limited Partnership](#);
 - [2015 Certificate of Authority Vote #4 - Limited Partnership or LLC with Manager](#);
 - [2015 Certificate of Authority Vote #5 - Sole Proprietor](#); and
 - [Limited Liability Company \(LLC\) with Member or Manager](#) .
 - Note: THE NAME OF THE VENDOR’S ORGANIZATION MUST BE WRITTEN ON THE CERTIFICATE OF AUTHORITY/VOTE AS FOUND ON THE CERTIFICATE OF GOOD STANDING TO INCLUDE D/B/A NAMES OF THE ORGANIZATION, IF APPLICABLE.

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- 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, http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm;
- Administrative Rules, Rules of Conduct and Confidentiality of Information Forms, http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm;
- PREA Acknowledgement Form, http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm;
- Health Insurance Portability and Accountability Act (HIPAA) Form, http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm
- List if Board of Directors and Address (*mandatory for Non-Profit organizations and redact all personal information*);
- List of Key Personnel and Salaries (*mandatory for Non-Profit organizations and redact all personal information*);
- Resumes (*mandatory for Non-Profit organizations and redact all personal information*);
- Professional Licenses and/or Certifications of professional staff providing the requested services;
- Sample Reports;
- Alternate W-9 Registration <https://das.nh.gov/purchasing/vendorregistration>;
- Submission of Financial Statements (*Terms & Conditions, paragraph 7, Instructions, RFP Documents, Format and Labeling of Proposal Submissions*; 7.4.3., *Submission of Financial Statements*);
- Qualitative References;
- Non-Disclosure of Right to Know Information Letter to State Agency, if applicable please refer to **SECTION D: Scope of Services, Exhibit A, Section 15.**, Public Records; and

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: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm).

OTHER NECESSARY FORMS (Not included on the above web page):

- Certificate of Good Standing (NOT INCLUDED HEREIN, **must be provided by Vendor**): In order to obtain a Certificate, a potential Vendor can contact, in writing, the NH Secretary of State's Office, Corporate Division, State House Annex, Room 317, 25 Capital Street, 3rd Floor, Concord, NH 03301; call the Corporate Division at 603-271-3246; visit the Secretary of State's Office in person; or utilize their website http://sos.nh.gov/corp_div.aspx. 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 State's Office in person and pay in cash, you must bring exact change for each Certificate of Good Standing document(s) and or filings requested, or you may use either Visa or MasterCard as a method of payment.** 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 (P-37, v. 5/8/15).** The NH Department of Corrections,

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Proposal Check Sheet

PO Box 1806, Concord, NH, 03302-1806 **must** be listed at the Certificate Holder on the document.

- ❑ 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 03302-1806;
 - 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 \$1,000,000.00 per each occurrence and \$2,000,000.00 general aggregate; and
 - Shall provide proof and identify limits and expiration dates of General Liability Excess Umbrella Liability coverage (if applicable), Workers' Compensation and Employer's Liability, Professional Liability, Malpractice Liability and Business Owners Policy (if applicable).
- ❑ The Vendor Alternate W-9 Form (NOT INCLUDED HEREIN). The Vendor shall complete their Vendor Registration process on-line through the link provided above which will direct a potential Vendor to the State of NH Vendor Registration site. A Vendor should submit proof of their submission within their proposal. Please follow the instructions provided.

The remainder of this page is intentionally blank.

SECTION D: Scope of Services, Exhibit A

1. Description of Services:

The Contractor shall provide Inpatient and Outpatient Hospital Services, Phlebotomy and Other Professional Medical Services for all services as specified in Exhibit A, Scope of Services, for each regional area proposal submission for the NH Department of Corrections to include but not limited to: Critical Access Hospital (CAH) RFP Submission:

1.1. Inpatient Services:

The NH Department of Corrections recognizes CAH's are reimbursed by Medicare at a calculated cost amount for inpatient services using an interim per diem rate, updated at least once per year, which is settled to the cost amount at a later date. The Contractor will provide pricing based on the per diem rate and translate the per diem rate into a DRG rate (DRG coefficient) as a basis for comparison and evaluation. The NH Department of Corrections reserves the right to accept either rate.

As amended, per [RSA 623-C:2](#) effective July 1, 2015, hospitals are required to accept fees not greater than 110% of Medicare. Contractors shall provide pricing that conforms to the statute for both a per diem and DRG methodology. If the per diem rate methodology is selected, the Contractor shall submit the current Centers for Medicare and Medicaid Services (CMS) interim per diem rate documentation. The NH Department of Corrections requests the Contractor to comment on the competitiveness of the discount provided as it relates to the requirements of and the amended [RSA 623-C:2](#) effective July 1, 2015, private commercial payment and other public sources of third party payment.

Observation stays will be defined as 23.59 hours or less and any hospital stay of greater value will be billed at the agreed upon per diem rate or at the 110% or less of the Medicare rate pursuant to amended [RSA 623-C:2](#) effective July 1, 2015 whichever rate is more favorable to meeting or exceeding the statutory reimbursement expectation.

If the NH Department of Corrections patient's medical care is covered by Medicaid, pursuant to [RSA 151](#), or the licensed health care provider, or both, shall be paid at the Medicaid rate for services provided. The NH Department of Corrections will assist in applying for this reimbursement as necessary.

1.2. Emergency Room Services:

The NH Department of Corrections recognizes CAH's are reimbursed by Medicare based on an interim rate using a "percentage of charge" methodology that is consistent with the cost of providing outpatient services. This interim rate is updated at least once a year. The Contractor shall submit the current CMS interim rate documentation. Contractors shall provide pricing based on a percentage of charge rates not to exceed the 110% 2018 Medicare rate. The NH Department of Corrections requests the Contractor to comment on the competitiveness of the discount provided as it relates to the requirements of and the amended [RSA 623-C:2](#) effective July 1, 2015, private commercial payment and other public sources of third party payment.

1.2.1. Outpatient Services:

Contractors shall provide pricing based on a percentage of charge rate not to exceed the 110% 2018 Medicare rate. The NH Department of Corrections requests the Contractor to comment on the competitiveness of the discount provided as it relates to the requirements of and the amended [RSA 623-C:2](#) effective July 1, 2015, private commercial payment and other public sources of third party payment.

**Scope of Services
Exhibit A**

Outpatient services include but are not limited to clinical laboratory, radiology and pharmacy services.

- 1.2.2. As the NH Department of Corrections is seeking to be reimbursed as a percentage of the relevant 2018 NH Medicare Fee Schedule, indicate the percentage (%) multiplier using the following NH Medicare Fee Schedules, below:

| NH 2018 Medicare Fee Schedule | Percentage (%) Multiplier |
|---------------------------------|---------------------------|
| Outpatient Laboratory | |
| Outpatient Radiology | |
| National Level II Codes (HCPCS) | |

1.3. Rate Adjustments:

1.3.1. The NH Department of Corrections requests a three-year rate proposal and agreement because of the need to properly appropriate funds over the biennium. If the Contractor proposes an annual adjustment to the rates, please indicate what the adjustment will be, how notification will occur, and the rationale for such adjustment. If extended for two (2) years, NH Department of Corrections will agree to hospital reimbursement rates by the most recently published Boston-Cambridge-Newton, Medical Consumer Price Index (BCNCPI) for the remaining two (2) year period provided that such an adjustment does not violate the intent of [RSA 623-C:2](#) as amended effective July 1, 2015 when compared to the then current Medicare fee schedule.

1.3.2. *Please note:* During the term of the agreement with any selected Contractor, NH Department of Corrections will require by Agreement that the Contractor provide written notification of any charge master increases prior to the effective date of such change. The percentage of charges for these services will be offset to preserve the same level of reimbursement prior to the charge increase. In the event that the notification is not provided in advance or in accordance with the terms of the Agreement, NH Department of Corrections reserves the right to recover any overpayments at any time. Critical Access Hospitals shall provide on an annual basis at a minimum, the CMS Interim Rate Review letter.

1.4. Hospital Claim Processing:

1.4.1. The NH Department of Corrections lacks electronic claims system capacity. For Hospitals Services, the NH Department of Corrections will require the Contractor to invoice the discounted amount of services rendered to patients. Claims are to be provided in the industry standard format, (CMS1500, UB-04) but should indicate the amount expected to be reimbursed. The Contractor is asked in this section to describe the method by which it will address this request, provide a sample format and may be asked to speak to this issue in more detail during any finalist presentation. This section is a requirement for any qualified bidder.

1.4.2. *Please note:* The NH Department of Corrections reserves the right to audit any claims and/or seek clarification on any payments that result from this process at any time. The Contractor should be able to defend its pricing methodology and properly detail any internal process controls for ensuring accurate pricing of claims (RSA 623-C:2(g)).

1.5. Physician Services:

1.5.1. The NH Department of Corrections seeks to include professional medical services in this RFP. In particular, it seeks to access services for employed physicians to be reimbursed at a discounted level. The Contractor should indicate its willingness to

provide discounted professional services for its employed physicians and provide the following:

- a.) Listing of the employed physicians and relevant specialty;
- b.) Level of reimbursement expressed as a percentage of the 2018 NH Medicare physician fee schedule not to exceed 110% of Medicare; and
- c.) NH Department of Corrections requests the Contractor to comment on the competitiveness of the discount as it relates to billed charges, commercial third party payments and other public program third party payer reimbursements (i.e. Medicaid, Veterans Administration, etc.).

1.5.2. The NH Department of Corrections seeks to include other non-hospital based community physicians in its professional services network. Please indicate how the facility may assist the NH Department of Corrections in reaching out to other community physicians. Non-hospital based physician staff will be reimbursed at a rate not exceed 125% of the NH Medicare physician fee schedule per the amended [RSA 623-C:2](#) effective July 1, 2015. Please comment on the expected success of this effort, ways to ensure a successful effort and other ideas that will enhance the ability of the NH Department of Corrections to access non-hospital based physician staff.

1.6. Physician Services Claims Processing:

The Contractor should validate that Physician Service claims will be provided to the NH Department of Corrections in a timely manner and consistent with the industry format (CMS1500). Claims for Physician Services will be processed by the NH Department of Corrections by applying the negotiated percentage of the 2018 NH Medicare Fee Schedule to the service, regardless of amount billed. The NH Department of Corrections requests that the Contractor invoice at 110% of Medicare rate for employed Physician Services. No payments of services rendered under this methodology will exceed the 110% Medicare amount.

1.7. Phlebotomy Services: Provide Phlebotomy services to include but not limited to:

- 1.7.1. Venipuncture services;
- 1.7.2. Specimen collection time;
- 1.7.3. Comprehensive phlebotomy services to include immediate coverage of requested as well as the ability to maintain contracted service coverage in cases of sickness, vacation, vacancy of positions, etc. of assigned phlebotomy Contractor staff.
- 1.7.4. Phlebotomy services shall be provided by the Contractor on-site for a maximum of six (6) hours per week for the Northern NH Correctional Facility (NCF), Berlin, NH. The schedule of phlebotomy services shall be mutually agreed upon by the parties.
- 1.7.5. The on-site days of the Phlebotomist shall be determined by the NH Department of Correction and the Contractor. 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 form on tube to another.
- 1.7.6. The Contractor shall provide an hourly rate for the phlebotomy services and report the expected annual reimbursement based on a maximum of three hundred and twelve (312) hours of phlebotomy services.

1.8. Other Considerations:

1.8.1. The NH Department of Corrections is interested in access to other necessary services that the Contractor may be willing to provide at a discounted rate under the 125% of Medicare rate. Please indicate in this section if any other such services are available. Items of interest include but are not limited to on-campus (NH

**Scope of Services
Exhibit A**

Department of Corrections facilities) rehabilitation services: Physical Therapy (PT), Occupational Therapy (OT), Speech Therapy (ST) and Respiratory Therapy (RT), Oncology, Radiation Therapy or alternative to hospital based rehabilitation services.

- 1.8.2. For inpatient rehabilitation services, Contractors shall provide pricing based on Medicare’s Case Mix Groups (CMG) utilizing the payment on account factor (PAF or % of charge) for 2018. The NH Department of Corrections is seeking a rate not to exceed 110% of Medicare per amended [RSA 623-C:2](#) effective July 1, 2015.
- 1.8.3. As an evaluation tool, transportation/security costs will be calculated and factored in to the total cost of Hospital Services. Transports shall be done with a minimum of two (2) NH Department of Corrections Correctional Officers at an average rate of \$61.56 per hour and a per mile cost of \$0.545 based upon the Internal Revenue Service announcement for 2018.
- 1.8.4. The \$0.545 per mile rate shall fluctuate based upon the Internal Revenue Service announcement per Calendar Year for the life of the Contract and any renewals thereof.

2. Terms of Contract:

A Contract awarded by the Governor and Executive Council (G&C) through the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning July 1, 2018 upon approval of Governor and Executive Council whichever is later through June 30, 2021, 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. Population Served:

The Contractor shall provide Inpatient and Outpatient Hospital/Medical, phlebotomy and other professional medical services for the patient population under custodial care located at the following facility listed in the table, below, marked with an “X”:

| Northern Region – Northern NH Correctional Facility | | | |
|---|---|---------------------|------------------|
| X | Northern NH Correctional Facility (NCF) | 138 East Milan Road | Berlin, NH 03570 |

- 1.1. The requested services shall be provided by the Contractor to patients of alternative locations in the event that the State relocates its facilities within the State of New Hampshire.
- 1.2. 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.
- 3.3. 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.
- 3.4. Partial proposals for treatment services of the facility shall not be accepted.

4. Current Average Patient Population by Facility as of April 11, 2018:

| Service Area | Average Projected Patient Population |
|-----------------------------------|--------------------------------------|
| Northern NH Correctional Facility | 640 |

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

5. Estimated Annual Patient Transports for SFY 2017:

| Service Area | Estimated Annual Patient Transports |
|-----------------------------------|-------------------------------------|
| Northern NH Correctional Facility | 578 ¹ |

6. General Service Provisions:

- 6.1. Rules and Regulations: The Contractor shall comply with all rules and regulations of the NH Department of Corrections to include the Department’s confidentiality policy and procedure directives.
- 6.2. 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.
- 6.3. 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.
- 6.4. 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.
- 6.5. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the Department for the duration of the Contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the name, title, address, telephone number, fax number and e-mail address of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor’s performance under the Contract.
 - 6.5.1. 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.
 - 6.5.2. 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.
 - 6.5.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Department of Corrections, NH Department of Corrections, Director of Medical & Forensic Services, or designee, P.O. Box 1806, Concord, NH 03302.
- 6.6. Contractor Liaison’s Responsibilities: The Contractor’s designated liaison shall be responsible for:
 - 6.6.1. Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such a representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof;

¹ (Based on Offender Management data of medical transports)

**Scope of Services
Exhibit A**

- 6.6.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof;
- 6.6.3. 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
- 6.6.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 6.7. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections Commissioner of Corrections, or designee, shall act as liaison between the Contractor and NH Department of Corrections for the duration of the Contract and any renewals thereof. NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. NH Department of Corrections representative shall be responsible for:
 - 6.7.1. Representing NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent NH Department of Corrections regarding all aspects of the Contract subject to the New Hampshire Governor and Executive Council approval, where needed;
 - 6.7.2. Monitoring compliance with the terms of the Contract;
 - 6.7.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the time frames specified by the Contract;
 - 6.7.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues which arise; and
 - 6.7.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 6.8. Notification of Services: The NH Department of Corrections Director of Medical & Forensic Services, or designee, shall contact the Contractor when service is needed. A list of NH Department of Corrections, Medical Service Personnel Coordinators will be provided to the Contractor upon award of a Contract(s).
- 6.9. Reporting Requirements: The NH Department of Corrections shall, at its sole discretion:
 - 6.9.1. The Contractor shall provide, at a minimum, annual reports on outpatient volume by the Department's facility and inpatient volume shall be required. Descriptions of reports or sample reports should be provided as an attachment to the RFP response.
 - 6.9.2. The Contractor shall provide any and all reports as requested on an as needed basis according to a schedule and format to be determined by the NH Department of Corrections mutually agreed upon by the parties.
 - 6.9.3. Billings are to be provided in a format consistent with Medicare and Medicaid billings on industry standard forms (CMS 1500, UB-04).
 - 6.9.4. Request the Contractor to provide proof of any and all permits to perform Inpatient and Outpatient Hospital/Medical and Phlebotomy 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.
 - 6.9.5. It is the intent of the NH Department of Corrections to work with any Contractor to provide any reporting required that meets the NH Department of Corrections needs.
 - 6.9.6. The NH Department of Corrections welcomes suggestions from prospective Contractors that would result in a more efficient administration of any Contract resulting from this RFP.
 - 6.9.7. Any information requested would be specific to the NH Department of Corrections patients only.

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- 6.9.8. Reports and/or information requests shall be forwarded to NH Department of Corrections, Medical Operations Administrator, or designee, P.O. Box 1806, Concord, NH 03302.
- 6.10. 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.
- 6.10.1. Review reports submitted by the Contractor. NH Department of Corrections shall determine the acceptability of the reports. If they are not deemed acceptable, NH Department of Corrections shall notify the Contractor and explain the deficiencies.
- 6.10.2. 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.
- 6.10.3. Perform periodic programmatic and financial review of the Contractor's performance or responsibilities. This may include, but limited to, on-site inspections audits conducted by the NH Department of Corrections or its agent of the Contractor's records. The audits may, at a minimum, include a review of the following:
- a.) Claims and financial administration;
 - b.) Program operations;
 - c.) Financial reports;
 - d.) Staff qualifications;
 - e.) Clinical protocols; and
 - f.) Individual medical records.
- 6.10.4. Give the Contractor prior notice of any on-site visit by the NH Department of Corrections or its agents to conduct an audit and further notify the Contractor of any records which the NH Department of Correction or its agent may wish to review.
- 6.10.5. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action.
- 6.10.6. The Contractor understands and agrees that the NH Department of Corrections reserves the right to amend the claims process for Hospital and Professional Services as outlined in Exhibit A. The NH Department of Corrections continues to work on alternative mechanisms to expedite the claims process and provide useful real time data to NH Department of Corrections. Any such change to the claims process will be provided with written notice in advance of the required change.
- 6.11. Performance Measures: The NH Department of Corrections shall, at its sole discretion:
- 6.11.1. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action.
- 6.11.2. Review phlebotomy services performance to ensure such services are provided as scheduled without gaps of coverage to the requested hours per week.
- 6.11.3. 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.

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, 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 the activities to the performance of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the NH Department of Corrections as requested by the Department throughout the effective period of the Contract.

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 addendums thereto;
 - 9.1.2. Proposal submitted by the Vendor in response to the RFP; and/or
 - 9.1.3. Negotiated document (Contract) and amendments agreed to by and between the parties that is ratified by a "meeting of the minds" after careful consideration of all of the terms and conditions and that which is approved by the Governor and Executive Council of the State of New Hampshire.
- 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 Contractor 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, in any Contract resulting from this RFP, may require the Contractor to work cooperatively with any predecessor and/or successor Vendor to assure the orderly and uninterrupted transition from one Vendor to another.

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. The NH Department Corrections reserves the right to have financial audits conducted by the Department or a third party.

13. Additional Equipment Patients/Positions/Locations:

Upon agreement of both party's additional equipment, if applicable, and/or other patients under the custody of other facilities belonging to the NH Department of Corrections may be added to the Contract. In the same respect, equipment, positions, and/or facilities listed as part of the provision of services of the Contract may be deleted as well. Upon mutual agreement of additional equipment or positions, the State will negotiate the cost with the Contractor; the Department will seek a Contract Amendment for approval of the Governor and Executive Council when these additions increase the cost of the Contract.

14. Information:

- 14.1. In performing its obligations under the Contract, the Contractor may gain access to information of the 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 Contractor's performance under the Contract.
- 14.2. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the 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 patient's information, the Contractor shall immediately notify the NH Department of Corrections.
- 14.4. All material developed or acquired by the Contractor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of NH Department of Corrections.
- 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 this contract and may result in 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, <http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-mrg.htm>. In addition, in accordance with RSA 9-F:1, <http://www.gencourt.state.nh.us/rsa/html/I/9-F/9-F-1.htm>, 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, <http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-5.htm>. 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.

If any information being submitted in response to this request for proposal should be kept confidential as financial or proprietary information; the contractor must specifically identify that information in a letter to the agency and mark the information within the proposal as such.

Marking the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision in this RFP to the contrary, Contract pricing shall be subject to disclosure upon approval of a contract by the Governor and Executive Council.

Generally, each Proposal shall become public information upon the approval of Governor and Council of the resulting contract, as determined by the State, including but not limited to, RSA Chapter 91-A (Right to Know Law). The State will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential. If a request is made to the State to view portions of a Proposal that the Contractor has properly and clearly marked confidential, the State will notify the Contractor of the request and of the date and the State plans to release the records. A designation by the Contractor of information it believes exempt does not have the effect of making such information exempt. The State will determine the information it believes is properly exempted from disclosure. By submitting a Proposal, Contractors agree that unless the Contractor obtains a court order, at its sole expense, enjoining the release of the requested information, the State may release the requested information on the date specified in the State's notice without any liability to the Contractor(s).

16. Contractor Personnel:

16.1. The Contractor shall agree that employees of the Contractor shall perform all services required by the Contract. The Contractor shall guarantee that all personnel providing the services required by the Contract are qualified to perform their assigned tasks.

16.2. The Department shall be advised of, and approve in writing at least ten (10) days in advance of such change, any permanent or temporary changes to or deletions the Contractor's management, supervisory, or key professional personnel, who directly impact the deliverables to be provided under the Contract.

17. Notification to the Contractor:

The NH Department of Corrections shall be responsible for notifying the Contractor of any policy or procedural changes affecting the contracted services at least thirty (30) days before the implementation of such policy or procedure. The Contractor shall implement the changes on the date specified by the Department.

18. Prison Rape Elimination Act (PREA) of 2003:

Contractor shall comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards which may require an outside independent audit.

19. Administrative Rules, Policies, Regulations and Policies, Procedures and Directives:

Contractor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's) to include but not limited to PPD 5.08: *Staff Personal Property Permitted In and Restricted from Prison Facilities* located as a separate link: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm

20. Special Notes:

- 20.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 20.2. 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.
- 20.3. 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.
- 20.4. 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:
 - 20.4.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
 - 20.4.2. Secure the contractor's written agreement to the proposed changes.
- 20.5. 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.
- 20.6. The Contractor must be equipped to provide accessible access to services as per the American's with Disabilities Act and the Governor's Commission on Disability.
- 20.7. Any change in the Contract including the Contractor responsibilities and NH Department of Corrections responsibilities described herein, whether by modification, amendment and or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representatives of the Contractor and the NH Department of Corrections approved by the Governor and Executive Council (G&C).
- 20.8. Partial Proposals for the requested Inpatient and Outpatient Hospital/Medical Services and professional medical services for the NH Department of Corrections shall not be accepted.
- 20.9. Contractor shall provide, for the life of the Contract and any renewals thereof, the minimum General Liability coverage to be no less than \$1,000,000.00 per each occurrence and \$2,000,000.00 general aggregate.

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- 20.10. Contractor shall provide, for the life of the Contract and any renewals thereof, proof of Workers' Compensation and Employers' Liability Insurance.
- 20.11. Contractor shall provide proof and identify limits and expiration dates of General Liability, Excess Umbrella Liability coverage, Workers' Compensation and Employer's Liability, Professional Liability, Malpractice Liability and Business Owners Policy (if applicable).

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

1. Signature Page:

The Vendor proposes to provide Inpatient and Outpatient Hospital/Medical 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 (v. 5/8/15), 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).

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2. Method of Payment:

- 2.1. Invoices shall be sent to the NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302-1806.
- 2.2. The NH Department of Corrections may make adjustments to the payment amount identified on a Contractor's invoice per amended RSA 623-C:2 effective July 1, 2015. 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.
- 2.3. 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 using industry standard forms (CMS 1500 and UB-04) and contain the following identifying information:
 - 2.4. Invoice date and number;
 - 2.4.1. Facility name and associated Contractor account number (if applicable) representing facility name;
 - 2.4.2. Patient name, identification (ID) number, date of birth (DOB), date of service (DOS) and all other applicable fields per the industry standard form;
 - 2.4.3. Itemized service/product total charge per service/product type;
 - 2.4.4. NH Department of Corrections prefers the Contractor to provide the associated adjustments per amended [RSA 623-C:2](#) effective July 1, 2015 on claims submitted.
- 2.5. As an evaluation tool, transportation/security costs will be calculated and factored in to the total cost of Hospital Services. Transports shall be done with a minimum of two (2) NH Department of Corrections Correctional Officers at an average rate of \$61.56 per hour and a per mile cost of \$0.545 based upon the Internal Revenue Service announcement for 2018.
- 2.6. The \$0.545 per mile rate shall fluctuate based upon the Internal Revenue Service announcements per Calendar Year for the life of the Contract and any renewals thereof.
- 2.7. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618W.
- 2.8. 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 (1) of the Contract shall end on July 1, 2019.

3. Appropriation of Funding:

The Contractor shall agree that funds expended, if applicable, for the purpose 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.

- 3.1. 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.
- 3.2. The requirements stated in this paragraph shall apply to any amendment/renewal or the execution of any option to extend the Contract.

SECTION F: 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 G: Glossary of Terms:

Various terms and abbreviations are used within the 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 |
|--|---------|--|
| Alpha Omega Alpha Honor Medical Society | AOA | |
| Best and Final Offer | BAFO | |
| Boston-Cambridge-Newton Medical Consumer Price Index | BCN CPI | |
| Centers for Medicare and Medicaid Services | CMS | |
| Certified Public Accountant | CPA | |
| Continuous Quality Improvement | CQI | |
| Current Procedural Terminology | CPT | |
| Date of Birth | DOB | |
| Diagnosis Related Group | DRG | |
| Eastern Standard Time | EST | |
| Equal Employment Opportunity | EEO | |
| Estimated | Est | |
| Extended | Ext | |
| Governor and Executive Council | G&C | |
| Healthcare Common Procedure Coding System | HCPCS | |
| Health Insurance Portability and Accountability Act | HIPAA | |
| Hour | Hr | |
| Patient Identification/ Identity Document | ID | |
| Limited Liability Corporation | LLC | |
| Identity Document | ID | |
| Medicare Case Mix Group | CMG | |
| New Hampshire | NH | |
| NH Department of Corrections | NHDOC | |
| Northern NH Correctional Facility | NCF | |
| Occupational Therapy | OT | |
| Payment on Account Factor | PAF | |
| Physical Therapy | PT | |
| Post Meridian | PM | |
| Post Office | PO/P.O. | |
| Policies, Procedures and Directives | PPD's | |
| Protected Health Information | PHI | |
| Prison Rape Elimination Act | PREA | Prison Rape Elimination Act of 2003 (PREA) is the first United States federal law passed dealing with the sexual assault of prisoners . |

Glossary of Terms

| Term | Acronym | Description/Definition |
|--------------------------------|---------|---|
| Request for Bid | RFB | |
| Request for Information | RFI | |
| Request for Proposal | RFP | |
| Respiratory Therapy | RT | |
| Revised Statutes Annotated | RSA | Forms the codified laws of the state subordinate to the New Hampshire State Constitution. |
| Speech Therapy | ST | |
| State Fiscal Year | SFY | |
| State of NH Long Form Contract | P-37 | |
| The Joint Commission | TJC | |
| To Be Determined | TBD | |
| Uniform Bill Form | UB | |
| Uniform Resource Locator | URL | |
| United States | US | |

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